

**Exeter Board of Selectmen Meeting**  
**Monday, October 2<sup>nd</sup>, 2017, 7:00 p.m.**  
**Nowak Room, Town Office Building**  
**10 Front Street, Exeter NH**

1. Call Meeting to Order
2. Water/Sewer Abatements
3. Public Comment
4. Minutes & Proclamations
  - a. Proclamations/Recognitions
5. Approval of Minutes
  - a. September 25<sup>th</sup>, 2017
6. Appointments – Conservation Commission
7. Discussion/Action Items
  - a. DPW – Bicycle Lane Portion of High Street
  - b. DPW Project Updates: Court Street Bridge Project, String Bridge Project
  - c. Maintenance Projects and Process
8. Regular Business
  - a. Tax Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager’s Report
  - d. Select Board Committee Reports
  - e. Correspondence
9. Review Board Calendar
10. Non-Public Session
11. Adjournment

Don Clement, Chairman  
Exeter Selectboard

Posted: 9/29/17 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

**List for Selectmen's meeting September 25, 2017**

**Water / Sewer Department Abatement's**

**Approval suggestion**

Name

Location

Amount

**Disapproval suggestion**

Name

Location

Amount

<del>Malcolm Graves Sr.</del>	<del>40 Hampton Rd C-10</del>	<del>\$105.24</del>
Leslie Cooper	18 Prospect Ave.	\$258.37
Leanne Quimette	13 Minuteman Ln	\$2,160.98

**Town of Exeter**  
**Water/Sewer Abatement Request & Receipt Form**

Please Print:

Full Name: Leanne Ouimette  
 Mailing Address: 13 Minuteman Lane  
Exeter, NH 03833  
 Service/Property Address: same as above

Today's Date: 8/10/17  
 Account Number: 212102778  
 Route Number: \_\_\_\_\_  
 Phone Number: 603-828-3623

Utility Abatement Requested for: Water \_\_\_\_\_ Sewer \_\_\_\_\_ Water & Sewer X  
 Date of Bill: 6/20/17 Billing Period from 3/21/17 to 9/20/17 Amount of Bill: \$ 744.51 + next

Performed Leak Check? X Yes \_\_\_\_\_ No Leaks Found? X Yes \_\_\_\_\_ No How Many Fixtures? 1  
 If No: X Not schedule \_\_\_\_\_ Declined

Data Download? X Yes \_\_\_\_\_ No Indicated Leaks? X Yes \_\_\_\_\_ No Continuous \_\_\_\_\_ Intermittent \_\_\_\_\_ Both X

Minimum Criteria Met? X Yes \_\_\_\_\_ No (100% or 35,000 gallons above average consumption)  
 Proof Leak Repaired? X Yes \_\_\_\_\_ No

634.20  
 3.22  
 455.47

**Partial Selectmen's Policy 08-30: Reasons for or against granting abatement request**

**Policy Procedure Line #2 (Against):** \_\_\_\_\_ In the event that a customer cannot determine the source or cause of the abnormally high consumption, the customer is required to hire a private licensed plumber to assist the customer in trying to determine said source or cause. If the plumber is unable to determine the source or cause of the abnormally high consumption, the Town can only speculate that the customer has located and repaired or corrected said source.

**Policy Procedure Line #3 (Against):** X In the event the source or cause of the abnormally high consumption is related to a leak due to customer negligence such as the failure to maintain internal (private) plumbing fixtures in good repair and/or protect plumbing from freezing, the customer shall be held responsible for the entire bill.

**Policy Procedure Line #4 (For):** X In the event the abnormally high consumption has occurred due to "unpredictable leakage" not caused by customer negligence, ignorance or unfortunate circumstances, as determined by Town staff and the Water & Sewer Advisory Committee, the Town shall consider granting a one-time abatement, per account, during any ten-year period, up to half of the water consumption above normal consumption.

Water & Sewer Department Actions Taken: Informed the customer of high usage; leak performed; downloaded data to produce graphs of water usage and gave copies to the customer for their review; held a meeting with Leanne, Desiree, Matt to discuss the leak; We said we would calculate it as one event even though on two billing periods; We had a follow up meeting, Leanne & Ed requested adding calculations to the worksheet to include abatement of all the extra usage above the 3 quarter average.

**Receipt Portion**

Reviewed by: Matthew Berube Date of Review: 9/20/17  
 Comments: The Town has reviewed this abatement request as one event which occurred in 2 billing cycles

Dept. of Public Works Recommendation: X Disapprove \_\_\_\_\_ Approve

Board of Selectmen Recommendation: \_\_\_\_\_ Disapprove \_\_\_\_\_ Approve

Abatement Amounts: \$366.39+\$1,794.59=\$2,160.98 New bills total: \$378.12+\$1,526.08=\$1,904.20  
\$634.90+\$3,220.57=\$3,855.47 \$109.61+86.25=\$195.86

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**13 Minuteman Lane-June bill portion of event**

**Customer Request: Full Abatement of usage over 3 quarter average (2,500 gallons)**

Tier 1--2017 rates

Water	2,500 gal * \$7.19/1000 gal =	\$17.98
Sewer	2,500 gal * \$5.25/1000 gal =	\$13.13
		<hr/>
		\$31.11

**Total Due= \$31.11**

**Abatement**

Total water/sewer bill = \$744.51 - \$78.50 \$666.01 less service fee & certified mailing

Abate = \$666.01 - \$31.11 = \$634.90

**Abate = \$634.90**

**New Bill Total with service fees added back**

\$31.11 + 78.50 = **\$109.61**

**Selectmen's Policy**

Total Usage=44,435 gallons

Previous 3 year 2nd-Q usage average- (7,060 + 290 + 150) / 3= 2,500 gallons

Excess above average- 41,935 gallons

Half of Excess gets abated- 20,968 gallons

What is Due vs Abatement?

**Due**

Half of excess	20,968	
Prev 2nd-Q usage average	2,500	
	<hr/>	
	23,468	billable gallons

Tier 1--2017 rates

Water	21,000 gal * \$7.19/1000 gal =	\$150.99
Sewer	21,000 gal * \$5.25/1000 gal =	\$110.25
		<hr/>
		\$261.24

Tier 2--2017 rates

Water	2,468 gal * \$8.99/1000 gal =	\$22.19
Sewer	2,468 gal * \$6.56/1000 gal =	\$16.19
		<hr/>
		\$38.38

**Total due= \$299.62**

**Abatement**

Total water/sewer bill = \$744.51 - \$78.50 \$666.01 less service fee & certified mailing

Abate = \$666.01 - \$299.62 = \$366.39

**Abate = \$366.39**

**New Bill Total with service fees added back**

\$299.62 + 78.50 = **\$378.12**

**13 Minuteman Lane-September bill portion of event**

**Customer Request: Full Abatement of usage over 3 quarter (623 gallons)**

Tier 1--2017 rates

Water	623 gal * \$7.19/1000 gal =	\$4.48
Sewer	623 gal * \$5.25/1000 gal =	\$3.27
		<hr/>
		\$7.75

**Total due= \$7.75**

**Abatement**

Total water/sewer bill = \$3,306.82 - \$78.50 \$3,228.32 less service fee & certified mailing

Abate = \$3,228.32 - \$7.75 = \$3,220.57

**Abate = \$3,220.57**

**New Bill Total with service fees added back**

\$7.75 + 78.50 = \$86.25

**Selectmen's Policy**

Total Usage=193,960 gallons

Previous 3 year 3rd-Q usage average- (1210 + 600 + 60) / 3= 623 gallons

Excess above average- 193,337 gallons

Half of Excess gets abated- 96,669 gallons

What is Due vs Abatement?

**Due**

Half of excess	96,669
Prev 3rd-Q usage average	623
	<hr/>
	97,292 billable gallons

Tier 1--2017 rates

Water	21,000 gal * \$7.19/1000 gal =	\$150.99
Sewer	21,000 gal * \$5.25/1000 gal =	\$110.25
		<hr/>
		\$261.24

Tier 2--2017 rates

Water	76,292 gal * \$8.99/1000 gal =	\$685.87
Sewer	76,292 gal * \$6.56/1000 gal =	\$500.48
		<hr/>
		\$1,186.34

**Total due= \$1,447.58**

**Abatement**

Total water/sewer bill = \$3,306.82 - \$78.50 \$3,228.32 less service fee & certified mailing

Abate = \$3,228.32 - \$1,433.73 = \$1,794.59

**Abate = \$1,794.59**

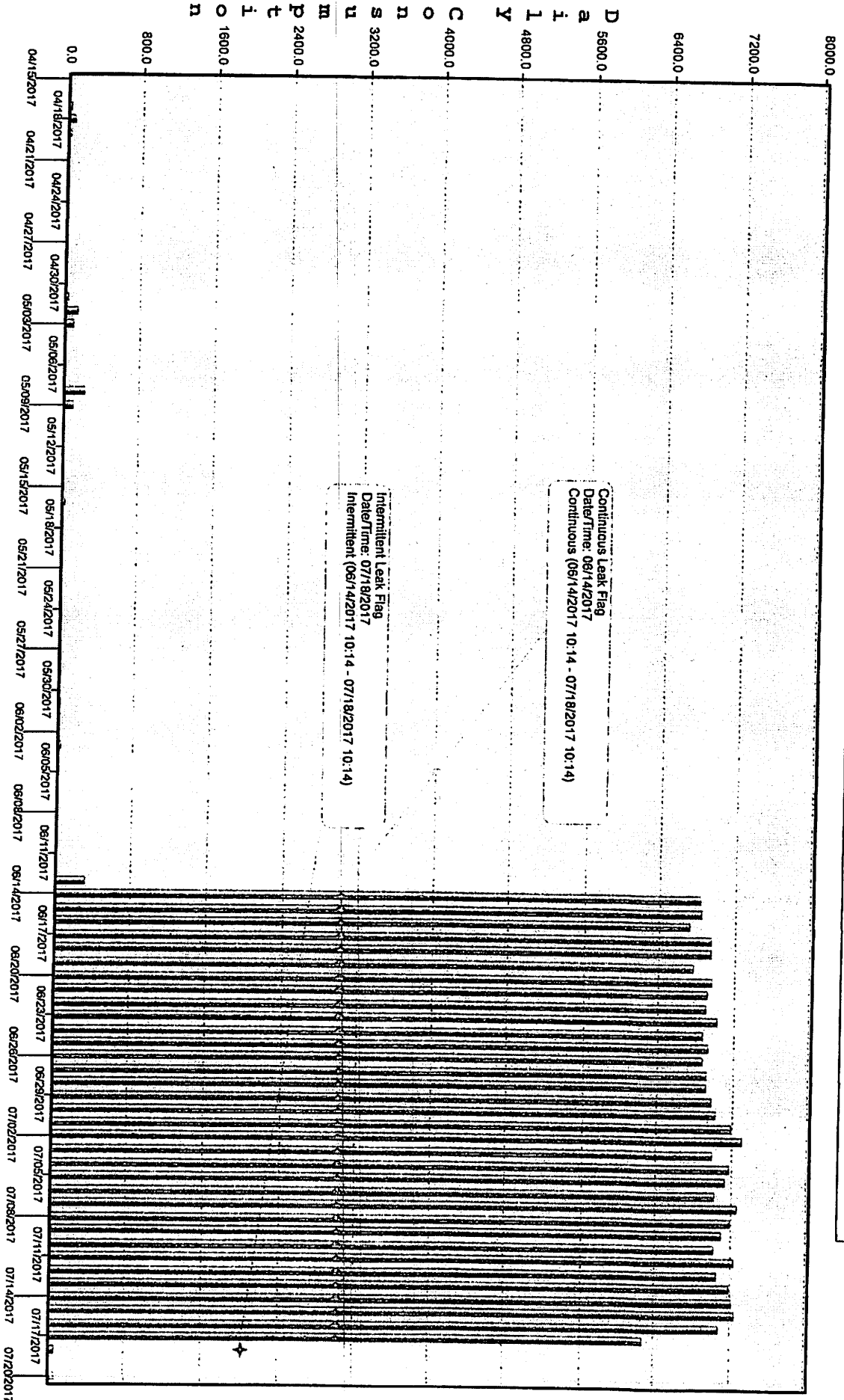
**New Bill Total with service fees added back**

\$1,447.58 + 78.50 = \$1,526.08

N\_SIGHT r900 Report  
E-Coder R900I Data Logging Report

MIU#: 1834689563 Acct: Unknown Mtr #: 1834689563 Addr: 13 MINUTEMAN LANE for 04/15/2017 through 07/20/2017, WATER, 5/8" - 1" T-10, GALLONS

- Minor Reverse Flow Flag
- ★ Major Reverse Flow Flag
- ✦ Intermittent Leak Flag
- ◆ Continuous Leak Flag



Interval (Daily)

\*All time intervals are represented in standard time.

N\_SIGHT R900 Repo.  
Data Logging Report Daily  
MIU ID: 1834689563      Meter Combination: WATER, 5/8" - 1" T-10, GALLONS  
Interval Date Range: 04/15/2017 - 07/20/2017

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
04/15/2017	38764.8	0.0				
04/16/2017	38764.8	7.7				
04/17/2017	38795.3	22.8				
04/18/2017	38854.6	73.7				
04/19/2017	38899.0	30.0				
04/20/2017	38899.0	0.1				
04/21/2017	38899.1	0.0				
04/22/2017	38899.1	0.0				
04/23/2017	38899.1	0.0				
04/24/2017	38899.1	0.0				
04/25/2017	38899.1	0.0				
04/26/2017	38899.1	0.0				
04/27/2017	38899.1	0.0				
04/28/2017	38899.1	0.0				
04/29/2017	38899.2	0.1				
04/30/2017	38899.2	0.0				
05/01/2017	38922.8	27.1				
05/02/2017	38979.7	137.7				
05/03/2017	39153.9	89.9				
05/04/2017	39153.9	0.0				
05/05/2017	39154.1	0.2				
05/06/2017	39154.1	0.0				
05/07/2017	39154.1	0.0				
05/08/2017	39366.2	219.4				
05/09/2017	39479.2	105.7				
05/10/2017	39479.2	0.0				
05/11/2017	39479.2	0.0				
05/12/2017	39479.2	0.0				
05/13/2017	39479.2	0.0				
05/14/2017	39479.2	0.0				
05/15/2017	39497.9	18.7				
05/16/2017	39524.7	26.8				
05/17/2017	39524.7	0.0				
05/18/2017	39540.3	15.7				
05/19/2017	39540.6	0.2				
05/20/2017	39540.6	0.0				
05/21/2017	39540.6	0.0				
05/22/2017	39540.6	0.0				
05/23/2017	39540.6	0.0				

N\_SIGHT R900 Repo.  
Data Logging Report Daily  
MIU ID: 1834689563      Meter Combination: WATER, 5/8" - 1" T-10, GALLONS  
Interval Date Range: 04/15/2017 - 07/20/2017

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
05/24/2017	39540.6	0.0				
05/25/2017	39540.6	0.0				
05/26/2017	39540.6	0.0				
05/27/2017	39540.6	0.0				
05/28/2017	39540.6	0.0				
05/29/2017	39540.6	0.0				
05/30/2017	39540.6	0.0				
05/31/2017	39548.7	11.5				
06/01/2017	39573.9	21.8				
06/02/2017	39573.9	0.0				
06/03/2017	39602.1	28.3				
06/04/2017	39602.2	0.0				
06/05/2017	39602.2	0.0				
06/06/2017	39602.3	0.3				
06/07/2017	39603.1	0.6				
06/08/2017	39603.2	0.1				
06/09/2017	39603.2	0.2				
06/10/2017	39603.5	0.1				
06/11/2017	39603.7	0.2				
06/12/2017	39604.0	0.3				
06/13/2017	39624.8	308.9				
06/14/2017	40499.3	6803.3				
06/15/2017	53250.3	6823.1				
06/16/2017	56113.5	6691.9				
06/17/2017	66868.4	6917.7				
06/18/2017	71757.6	6921.1				
06/19/2017	80511.9	6735.5				
06/20/2017	87445.5	6929.2				
06/21/2017	94346.8	6888.4				
06/22/2017	101198.0	6872.4				
06/23/2017	103270.0	6990.1				
06/24/2017	115052.2	6840.0				
06/25/2017	118712.1	6902.9				
06/26/2017	128780.7	6849.8				
06/27/2017	134299.4	6896.1				
06/28/2017	142567.3	6887.0				
06/29/2017	149514.7	6956.1				
06/30/2017	149817.5	7001.7				
07/01/2017	163672.3	7155.4				



**N\_SIGHT R900 Repo.**  
**Data Logging Report Daily**  
 MIU ID: 1834689563      Meter Combination: WATER, 5/8" - 1" T-10, GALLONS  
 Interval Date Range: 04/15/2017 - 07/20/2017

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
07/02/2017	165784.5	7275.0				
07/03/2017	177937.7	6968.3				
07/04/2017	181825.9	7147.0				
07/05/2017	192167.8	7104.1				
07/06/2017	197713.1	6999.7				
07/07/2017	206390.7	7230.6				
07/08/2017	213566.7	7155.8				
07/09/2017	213855.1	7066.0				
07/10/2017	227642.4	7002.4				
07/11/2017	229688.3	7198.8				
07/12/2017	241841.4	7027.8				
07/13/2017	245797.3	7161.6				
07/14/2017	256207.3	7195.5				
07/15/2017	261953.0	7220.2				
07/16/2017	270475.8	7056.8				
07/17/2017	277048.3	6264.1				
07/18/2017	277048.3	56.0				
07/19/2017	277104.3	0.0				
07/20/2017	277166.1	61.8				

**Town of Exeter**  
**Water/Sewer Abatement Request & Receipt Form**

Please Print:

Full Name: Leslie D. Cooper  
Mailing Address: 27 Highland Street  
Exeter, NH 03833  
Service/Property Address: 18 Prospect Ave  
Exeter, NH 03833

Today's Date: 9/11/17  
Account Number: 121242100  
Route Number: \_\_\_\_\_  
Phone Number: (603) 772-3151

Utility Abatement Requested for: Water \_\_\_\_\_ Sewer \_\_\_\_\_ Water & Sewer X  
Date of Bill: 8/30/17 Billing Period from 5/17/17 to 8/17/17 Amount of Bill: \$ 1,015.08

Performed Leak Check? Yes X No Leaks Found? \_\_\_\_\_ Yes \_\_\_\_\_ No How Many Fixtures? \_\_\_\_\_  
If No: X Not schedule \_\_\_\_\_ Declined

Data Download? \_\_\_\_\_ Yes X No Indicated Leaks? \_\_\_\_\_ Yes \_\_\_\_\_ No Continuous \_\_\_\_\_ Intermittent \_\_\_\_\_ Both \_\_\_\_\_

Minimum Criteria Met? \_\_\_\_\_ Yes X No (100% or 35,000 gallons above average consumption)  
Proof Leak Repaired? X Yes \_\_\_\_\_ No

**Partial Selectmen's Policy 08-30: Reasons for or against granting abatement request**

**Policy Procedure Line #2 (Against):** \_\_\_\_\_ In the event that a customer cannot determine the source or cause of the abnormally high consumption, the customer is required to hire a private licensed plumber to assist the customer in trying to determine said source or cause. If the plumber is unable to determine the source or cause of the abnormally high consumption, the Town can only speculate that the customer has located and repaired or corrected said source.

**Policy Procedure Line #3 (Against):** X In the event the source or cause of the abnormally high consumption is related to a leak due to customer negligence such as the failure to maintain internal (private) plumbing fixtures in good repair and/or protect plumbing from freezing, the customer shall be held responsible for the entire bill.

**Policy Procedure Line #4 (For):** \_\_\_\_\_ In the event the abnormally high consumption has occurred due to "unpredictable leakage" not caused by customer negligence, ignorance or unfortunate circumstances, as determined by Town staff and the Water & Sewer Advisory Committee, the Town shall consider granting a one-time abatement, per account, during any ten-year period, up to half of the water consumption above normal consumption.

Water & Sewer Department Actions Taken: Informed the customer of high usage;  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Receipt Portion**

Reviewed by: Matthew Berube Date of Review: 9/14/17

Comments: \_\_\_\_\_  
\_\_\_\_\_

Dept. of Public Works Recommendation: X Disapprove \_\_\_\_\_ Approve

Board of Selectmen Recommendation: \_\_\_\_\_ Disapprove \_\_\_\_\_ Approve

Abatement Amount: \$ 258.37 New bill total: \$ 756.71

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town of Exeter



Water/Sewer Abatement Request Form

Please Print:

Full Name: LESLIE D. COOPER  
Mailing Address: 27 HIGHLAND ST  
EXETER NH 03833  
Service/Property Address: 18 PROSPECT AVE  
EXETER NH 03833

Today's Date: 9-11-17  
Account Number: 121242100  
Route Number: \_\_\_\_\_  
Phone Number: 603 772 3151

Utility Abatement Requested for: Water \_\_\_\_\_ Sewer \_\_\_\_\_ Water & Sewer   
Date of Bill: 8-30-17 Billing Period from 5-17-17 to 8-17-17 Amount of Bill: \$ 1,015.08

Owner's reason for the abatement request (Please be as specific as possible): I HAD NO IDEA IT WAS LEAKING. IT WAS HIDDEN IN LOW CRAWL SPACE. TO FIX IT A HOLE HAD TO BE CUT IN LIVING SPACE FLOOR. COST WAS \$1,516.18 I AM SO ON A FIXED INCOME.

Leslie D. Cooper  
Signature of Applicant

9-11-17  
Date

Signature of Billing Office

Date

Do not write below this line

Reviewed by: \_\_\_\_\_ Date of Review: \_\_\_\_\_  
Comments: \_\_\_\_\_

Total Usage= \_\_\_\_\_ gallons  
-Q -year Average- ( \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ ) / \_\_\_\_\_ = \_\_\_\_\_ gallons  
Excess above average- \_\_\_\_\_ gallons  
Half of Excess gets abated- \_\_\_\_\_ gallons

Due  
Remaining excess- \_\_\_\_\_ gal -yr average- \_\_\_\_\_ gal Billable usage- \_\_\_\_\_ gal  
Tier 1-- rates  
water \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_  
sewer \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_  
Tier 2-- rates  
water \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_  
sewer \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_

Total due= \_\_\_\_\_

Recommendation: \_\_\_\_\_ Disapprove \_\_\_\_\_ Approve Amount: \$ \_\_\_\_\_

Approval/Disapproval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you disagree with the decision of the Department of Public Works & the Finance Department, you may appeal to the Town of Exeter Board of Selectmen. If you wish to appeal, please sign below and return this form to the Finance Department at 10 Front Street.

Signature of Applicant

Date



# Mr. Rooter

PLUMBING

Mr. Rooter Plumbing & Heating  
Home Office Address:  
7 Tallwood Dr. Unit #3  
Bow, NH 03304

Find us on  
**Facebook**  
800-340-7080  
Fax: 603-621-9222  
License# 15C

NO 54931  
CONTRACT / RETAIL INSTALLMENT

**JOB ADDRESS** Leslie Cooper  
Customer Name  
Address 27 Highland St.  
City Exeter N.H. 03833 Job Phone 779-3151  
E-mail Address christles@comcast.net Technician(s)  
City St Zip  
Contact Person  
Auth Code

**BILLING ADDRESS IF DIFFERENT**  
Customer Name  
Address  
City  
State  
Zip  
Contact Person  
Auth Code

**SERVICE ORDER**  
START DATE: 9/4/17 END DATE: / /

**PAYMENT**  
 Cash  Check  Billed  Discover  American Express  Visa  MC  
Check # or Credit card referral # 1549  
Auth Code

**DIAGNOSIS**  
Water bill is \$400 more  
in a quarter than what it usually is.

**SERVICE AUTHORIZATION**  
IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I agree that initial price quoted for this work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacement. I also agree to hold Mr. Rooter or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and agree to all agreement conditions as displayed on the face and reverse sides of this document and I hereby acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise.

Authorized Signature *Valerie O. Ferguson*

ASK #	WARRANTY	DESCRIPTION OF PRODUCTS AND SERVICES	APPROVAL INITIAL	STANDARD RATE	MEMBER RATE	YOU SAVE
209100T	N/A	1hr. diagnostic charge to locate leak in crawl spaces or outside. Dig in crawl space to locate leak		1610.18	145.00	21.18
2091010T	90 days	Cut carpet, pad and 3 floors in living room to access poly pipe leaking in crawl space. Not responsible for repair of floor carpet. Install up to 1 ft. of poly pipe and all necessary fittings in crawl space. Install new 3/4" ball valve shut off, 3/4" copper pipe, 3/4" C foam adpt. and 3/4" male x 3/4" barb coupling in main house.		1,395.00	1,310.00	85.00
<b>RECOMMENDATIONS</b> Install new doors + insulation 2" foam board for outside <del>crawl</del> <del>spaces</del> <del>located</del> <del>in</del> <del>crawl</del> <del>space</del> . Install new floor board that is accessible trap door in living <del>room</del> <del>located</del> <del>in</del> <del>crawl</del> <del>space</del> .						
<b>SAVE MONEY WITH OUR ADVANTAGE PLAN!</b>						
Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due.						
Customer Signature <i>Valerie O. Ferguson</i>						
I do hereby state that the above work has been done in a workmanlike manner and to applicable codes						
Technician Signature <i>Shawn</i>						
Truck # 4						
SUB TOTAL \$ 1,561.18						
TAX \$						
TOTAL \$ 1,561.18						

Never an overtime charge!  
24 Hours a Day - 7 Days a Week  
MrRooter.com  
Independently owned & operated

09/20/2017

Dear Honorable Chair William Campbell,

It is with deep regret that I inform you of my resignation as a member of the Exeter Conservation Commission effective 09-20-17.

New developments in my life are requiring me to consolidate my time.

Thank you for the opportunity the Board and the Town of Exeter bestowed upon me.

I will cherish the memories.

Very respectfully yours,

David O'Hearn

**Committee Appointments**

**October 2, 2017**

**Conservation Commission**



David O'Hearn – Resignation

Marie Richey – Resignation from Alternate Member term expiring 4/30/18 (to be eligible for full member status)

Marie Richey – Appoint to full member of the Conservation Commission, term to expire April 30, 2018 (replacing David O'Hearn).



File Name: A:\Work\15-01501\Draw - 1501 Lane Study\1501\Draw 1501 Lane - final.dwg

PREPARED FOR: 	TITLE: <b>Town of Exeter, NH          Bike Lane Feasibility Study</b>	PREPARED BY:  <small>300 TRADE CENTER, SUITE 5560          WOBURN, MASSACHUSETTS 01801          PHONE: 781.933.4800          FAX: 781.933.4801</small>	DATE: 9/14/16 SCALE: 1" = 40'	<b>Figure 14</b>
--	--	---	--	------------------



Filename: A:\Data\11-01021 Data - Bike Lane Study\Aerial\Aerial 816 Lines - rev.dwg

PREPARED FOR:



TITLE:

Town of Exeter, NH  
Bike Lane Feasibility Study

PREPARED BY:

**WORLDTECH**  
ENGINEERING

300 TRADE CENTER, SUITE 5580  
WOBURN, MASSACHUSETTS 01801  
PHONE: 781.833.4800  
FAX: 781.833.4801

DATE:

9/14/16

SCALE:

1" = 40'

Figure 15







## EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-4540 • (603) 773-6157 • FAX (603) 772-1355  
[www.exeternh.gov](http://www.exeternh.gov)

### MEMO

DATE: September 29, 2017  
TO: Russell Dean, Town Manager  
FROM: Jennifer R. Perry, P.E., Public Works Director  
RE: High Street Line Striping

---

The Public Works Department will be painting the yellow centerline and white lane markings on the section of High Street that was paved earlier this year, from Portsmouth Avenue to Drinkwater Road. There is an opportunity to extend the existing bicycle lane approximately 1,000 feet on the south side (outbound) of High Street from Portsmouth Avenue to just west of Buzzell Avenue. This would result in the loss of on street parking in that area.

Outbound on High Street, the existing bicycle lane starts east of Buzzell Avenue, and extends over 2 miles along the remainder of High Street and Hampton Road to the town line with Hampton. Between the intersection with Portsmouth Avenue and Buzzell Avenue, parking is allowed along 426 feet of curb. At most 18 vehicles can be accommodated legally along this stretch. There are signed "No Parking" zones adjacent to Portsmouth Avenue, Marlboro Street, Gardner Street and Buzzell Avenue intersections.

Typical use of on-street parking along this stretch is light. All of the buildings along this section have off-street parking. Occasionally on-street parking is more extensively used when there are special events at Exeter Day School on Marlboro Street. During three recent visits to the site during weekday mid-mornings there were zero, zero and two vehicles parked.

Bicycle traffic along this corridor is notable but has not been formally or extensively quantified. During three recent visits of approximately 20 minutes duration each to the site during weekday mid-mornings, there were two, two and three bicyclists travelling outbound on High Street.

To complete the picture of bicycle facilities in the corridor, the inbound direction bicycle lane extends 2.6 miles from the town line with Hampton along Hampton Road and High Street and terminates just east of the intersection with Portsmouth Avenue.

High Street in this area ranges from 38.5 to 40 feet in width. Bicycle lanes should be at least 4 feet wide. Adjacent to on-street parking the total width of parking and bike lane should be at least 14.5, with a 5 foot wide bicycle lane. This would leave only 10 foot wide vehicular travel lanes on High Street, which would be insufficient on this arterial truck route.

The Public Works Department requests the discussion and input of the Board of Selectmen on the installation of a new bicycle lane along the southern side (outbound) of High Street from east of Portsmouth Avenue to just west of Buzzell Avenue.

---

# MEMORANDUM

To: Jay Perkins, Highway Superintendent, Town of Exeter

From: Jason Gallant, P.E., CMA Engineers, Inc.

Re: Progress Update – Court Street Bridge Replacement  
CMA # 923

Date: September 22, 2017

---

The following progress update is provided to note the summary of work completed over the past few weeks and the work expected to be completed in the next two weeks for the ongoing Court Street Bridge replacement project.

## General

The project has progressed well to date. No significant unforeseen issues have arisen to this point on the project. As challenges have come up, they have been resolved timely through a well-coordinated effort among the Town, the Contractor, and CMA Engineers. CMA Engineers has maintained a presence to observe construction activities on a daily basis when the Contractor, George Cairns & Sons, Inc., (Cairns) has been on site. CMA Engineers' role during the construction phase has been to:

- Review and take appropriate action on submittals by Contractor;
- Review and respond to Contractor requests for information;
- Review progress of work and advise the Town and Contractor as needed to maintain project schedule;
- Review Contractor pay requisitions and make recommendations for applications for payment; and
- Regularly communicate with Town representatives through project meetings conducted weekly and more frequently as needed at times.

## Progress over the past two weeks

Cairns is in process of finishing substructure elements to receive the precast concrete beams and deck. Previously, the former structure was removed, underground utilities were temporarily relocated, the new river channel was constructed, and steel H-piles were driven to support the substructure. Specific tasks in the past two weeks include:

- Reinforcing steel for abutments was installed, forms erected and concrete placed for both abutments. South abutment placed on 9/15 and north abutment placed on 9/22.
- A third-party testing company inspected steel reinforcing and concrete, JTC, and reviewed by CMA Engineers.
- Newly placed concrete was wet cured for 7 days to promote strength gain to required levels in accordance with NHDOT standard specifications.
- Reinforcing steel and forms have been started for the southern wingwalls.
- Additional riprap placed in front of the southern abutment completing this portion of the stone armor beneath the bridge.
- The construction crew has been working longer hours (7 to 4:30) and will work on Saturday 9/23 to maintain progress.
- Coordination with Fairpoint and assistance by Fairpoint to raise temporarily relocated telephone cables to allow construction of the northeast wingwall.

Anticipated progress over the next two weeks

- The precast concrete beams are scheduled for delivery and installation by crane in the early part of the week of September 25. Over the remainder of the week the beams will be transversely tensioned together and grouted to create a monolithic deck.
- Forming and reinforcing will continue for the four wingwalls.
- Overhang staging brackets will be installed to allow forming of the roadway curb.
- Waterline will be installed across bridge during the week of October 2.
- Deck reinforcing will be installed for the topping slab and forms will be constructed for the two deck closure pours.
- Abutments will be backfilled to prepare subgrade for placement of approach slabs.
- Coordination with Fairpoint is ongoing for relocation of telephone cables into conduits for eventual incorporation into concrete sidewalk.

Project schedule and budget

Cairns is working steadily to overcome early schedule difficulties associated with relocation of underground utilities. Cairns continues to increase work force and work hours to maintain project schedule for substantial completion October 30 and final completion November 30, 2017.

Cairns has submitted pay applications for July and August, which have been recommended for payment by CMA Engineers. As of the end of August, \$370,000, or approximately 40%, of the work had been completed and the project remains on budget.

Construction Work Status Memo  
Rehabilitation of the String Bridge over Exeter River, Exeter, NH

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The bridges carrying String Bridge were constructed in 1935 over the lower falls where the Exeter River meets the Squamscott River. Kimball Island separates the two bridges with Bridge No. 103/074 on the west side and Bridge No. 102/074 on the east side of the island. The bridges are very similar and consist of 50'-0" clear span buried cast-in-place reinforced concrete rigid frames and are founded on ledge. The project includes a full rehabilitation of both bridges and associated approach roadway work.

The project extends through two construction seasons; 2016 and 2017 construction seasons. The work completed in the 2016 construction season included removal of pavement, fill and barrier membrane and installation of new barrier membrane, fill and binder pavement. Drainage structures within the project limits were replaced including 4 catch basins and 3 drop-inlet structures, as well as 160' of drainage pipe. The existing water line was replaced with a 12" ductile iron water pipe and the Library fire service and Kimball Island service were also replaced. The Kimball Island sewer force main was replaced with a 4" PVC pipe. The overhead wires were relocated underground, which include power and telephone. Additionally, Comcast placed conduit underground for future cable to Kimball Island, which was at no cost to the Town. Concrete repairs were completed on the top side of each rigid frame top slab, inside face of the rigid frame curbs, concrete railings and the west bridge north wingwalls. The east bridge north railing was removed and reconstructed. Granite curb was installed within project limits and due to time limitations, temporary pavement was placed at the sidewalk to allow pedestrian traffic through the winter shutdown.

The 2017 work completed to date includes concrete repairs to the east bridge soffit, fascia and east bridge wingalls, Kimball Island fascia and West bridge fascia. Vegetation has been removed from the east bridge southeast wingwall and the Kimball Island stone retaining wall. The fence along the east bridge southeast wingwall, adjacent to the library, has been removed and a new steel fence will be installed. Water repellent has been applied to the east bridge and the concrete coating has begun to be applied to the east bridge railings. The bridge light posts and conduit for the lighting has been installed. Currently the Contractor is completing the remaining concrete repair work including the west bridge soffit and fascia repairs. The remaining work to complete includes finishing the concrete coating to the bridge railings, placing concrete sidewalks and placing the wearing course pavement.

The Contractor mobilized to the site on July 18, 2016 and was ready for winter shutdown on January 5, 2017. String Bridge was open to thru traffic during the winter shutdown. The Contractor remobilized to the site on July 10, 2017 and currently is located on the west bridge allowing vehicular traffic access to Kimball Island over the east bridge. It is anticipated that the work will be ready for substantial completion of 10/17/2017 with final completion on 10/31/2017.

The original contract price for the work was \$1,128,984.00 with \$952,234.00 being NHDOT participating and \$176,750 being non-participating. Change Order #1 increased the contract price by \$25,680.00 with a new total contract price of \$1,154,664.00; \$977,914.00 being NHDOT participating and \$176,750.00 being non-participating. The change order included the change of two catch basins to drop-inlets, the addition of another drop-inlet, the replacement of the water main, and the placement of temporary pavement at the sidewalk for the winter shutdown. Change Order #2 increased the contract price by \$7,270.00 with a new total contract price of \$1,161,864.00; \$985,114.00 being NHDOT participating and \$176,750.00 being non-participating. The change order included increasing the scope of work of the east bridge wingwalls due to additional deterioration encountered during construction and redistribution of quantities.

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# MEMORANDUM

To: Jennifer Mates, P.E., Assistant Town Engineer, Town of Exeter

From: Jason Beaudet, P.E., CMA Engineers, Inc.

Re: Progress Update – Exeter 40436: Kingston Road TAP Project  
CMA # 1030

Date: September 28, 2017

---

The following progress update summarizes the work completed to date and the upcoming work for the ongoing Exeter 40436: Kingston Road TAP Project.

## General

The project is progressing well but various issues have delayed the original schedule. The project is currently on schedule for an early 2018 advertisement and Spring 2018 award. The feasibility study was completed in the Spring of 2017 and the Preliminary Design submission is on target for an October 2017 submittal.

## Progress over the last month

After having the requested field meeting with NHDOT, we progressed with the preliminary design. The following efforts were completed as part of the preliminary design process:

- Development of the geometry for the horizontal alignment.
- 3-Dimensional modeling of the roadway widening and sidewalks to determine impacts.
- Preliminary drainage design.
- Development of full preliminary construction plan set (typical sections, details, cross sections, etc.).
- Addressing NHDOT feasibility study comments and preparing draft response letter
- Development of an itemized preliminary quantity and cost estimate.
- Submitted draft preliminary plans to the Town.

Additionally, the draft environmental document was completed and sent to the Town for review. We began the drainage study and permitting applications (Wetlands and Alteration of Terrain(AOT)).

## Anticipated progress over the next month

- Finalize drainage analysis and revise drainage design if necessary.
- Meet with Town to discuss draft preliminary design comments and develop plan for AOT.
- Schedule a pre-application meeting with NHDES for the AOT.
- Submit AOT and Wetlands permit.
- Submit TCC memo and crosswalk memo to NHDOT
- Finalize utility coordination.
- Submit preliminary design submittal to NHDOT.
- Submit environmental document to NHDOT for approval and attain NEPA complete status. NEPA complete is necessary to move onto the final design phase.

**Project schedule and budget**

Pending the Town's review, we plan to submit the preliminary design phase submittal to NHDOT in October. This submittal will provide time to complete the ROW process prior to bidding the project in 2018.

Nearing the end of the preliminary design phase, we are also closing in on the budget. As of the last invoice, the design was 85% complete and the budget was 85% spent.

Maintenance Project List 2017  
 Account Number 01-4311-0606-7501  
 Net Budget: \$97,178  
 Update 08.24.17

Facility	Description	Estimated Cost	Running Total	Status	Costs to Date	Final Cost Projection
TO	Enlarge entrance vestibule area and upgrade to ADA	\$16,800	\$16,800	moved to CIP (2020)		
HIS	ADA access via ramp landing and lift	\$10,025	\$26,825	in progress	\$4,644.00	\$12,944.00
PSC	Replace original evidence room air handler (upgrade & efficiency)	\$7,500	\$34,325	defer		current projection
PSC	Fire Dept Alarm Room rehab to separate electrical and compressed air	\$6,500	\$40,825	defer per Chief's request		
HIS	Climate control archive area HVAC; add ductless split & condensing unit	\$15,195	\$56,020	in progress	\$10,500.00	\$10,750.00
TH	Relocate and construct new ADA accessible public restrooms	\$22,980	\$79,000	complete	\$64,107.18	\$64,107.18
TH	Remove steel fire escape & brick repairs after interior stair construction	\$15,000	\$94,000	defer to 2018		
SC	Ductless split A/C & remove built in window A/C	\$8,500	\$102,500	complete	\$9,717.00	\$9,717.00
TH	Auditorium & balcony painting	\$14,000	\$116,500			
TO	Nowak Room painting	\$4,800	\$121,300			
TH	Auditorium floor refinish seal 2 coats	\$3,500	\$124,800	complete	\$2,900.00	\$2,900.00
BS	Repaint and seal mosaic tile floor & granite base	\$18,500	\$143,300			
TH	Cupola caulk and paint cupola exterior	\$17,500	\$160,800	temporary repairs only	\$458.22	\$458.22
PSC	Bow St Entrance roof repair; reflash entrance roof	\$12,500	\$173,300	moved to CIP (2018)		
TH	Remove & abate asbestos floor tile in old court room	\$3,000	\$176,300	complete	\$2,900.00	\$2,900.00
TO	Repaint antenna chimney	\$4,500	\$180,800	moved to CIP (2020)		
LUB	Replace failed insulated glass window wall	\$4,675	\$185,475	defer		
TOTAL					\$95,226.40	\$103,776.40

2017 Budget Amount: \$97,178



## TOWN OF EXETER

JOB TITLE: Maintenance Superintendent

9/5/13

DEPARTMENT: Public Works

POSITION NUMBER: 804

EMPLOYMENT STATUS: Full-Time, Non-Union

EXEMPT STATUS: Administrative Exemption

LABOR GRADE: 11

**JOB SUMMARY:** This position is responsible for managing the maintenance of town buildings, heavy equipment, police cruisers, fire equipment and staff vehicles.

**SUPERVISION RECEIVED:** This position receives general supervision from the director of public works, exercises independent judgement and is evaluated by the director of public works based upon the achievement of assigned goals and objectives.

**SUPERVISION EXERCISED:** Provides direct supervision to maintenance staff and trade professionals including master plumber and electrician, carpenter, mechanics, custodians, contractors and other department employees as needed.

**ESSENTIAL DUTIES:** (The listed examples may not include all duties of the position)

1. Prepares bid documents and coordinates contracted professional services.
2. Procures equipment and supplies within the standard operating procedures of the town and selectmen policy.
3. Schedules and supervises the maintenance staff.
4. Interviews and selects eligible applicants within the town's hiring policies.
5. Develops strategic and tactical solutions to enhance productivity.
6. Implements cost savings; initiates and manages energy conservation programs.
7. Serves as the liaison for professional services such as engineering consultants and architects.
8. Initiates and supervises maintenance projects of historical significance.

9. Compiles environmental and health concerns within public buildings.
10. Promotes and maintains positive community relations, addresses complaints and concerns from the public.
11. Performs other related duties as required.

**OTHER DUTIES:**

1. Estimates and develops the annual building and personnel operating budget.
2. Estimates and develops the long range capital improvement plan.
3. Estimates and develops the annual project maintenance budget and schedule.
4. Procures equipment under emergency funding procedures.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION:**

1. Knowledge of the principles and practices of building maintenance.
2. Knowledge of town policies, procedures and ordinances.
3. Knowledge of various fire and security alarm equipment.
4. Knowledge of construction and engineering principles, concepts and methods to include ADA.
5. Knowledge of building construction and maintenance materials and equipment.
6. Knowledge of the standards by which the quality of maintenance services are evaluated.
7. Knowledge of light and heavy equipment application, operation, maintenance and repair procedures.
8. Knowledge of budget preparation and fiscal management.
9. Knowledge of management and personnel administration.
10. Skill in managing multiple and concurrent projects.
11. Skill in management, leadership and supervision.
12. Skill in planning, organizing, analyzing, decision making and problem solving.

13. Skill in reading and understanding plans, drawings and reports.
14. Skill in the use of office equipment, such as computer and calculator, relevant software such as word processing, data base programs and spreadsheets.
15. Skill in oral and written communication.
16. Skill in budgetary preparation and administration.
17. Skill in gathering and interpreting data.
18. Skill in public and interpersonal relations.
19. Skill in personnel management, including team building, consensus building, delegation, communication and problem solving.
20. Ability to plan, organize, direct and supervise the work of subordinates performing various maintenance activities.
21. Ability to organize time in order to meet deadlines.
22. Ability to delegate and distribute personnel effectively.
23. Ability to read and understand architectural and construction plans, engineering drawings and technical reports.
24. Ability to formulate recommendations and decisions.
25. Ability to maintain accurate records and files.
26. Ability to negotiate and resolve disputes effectively.
27. Ability to communicate effectively, both verbally and in writing.
28. Ability to effectively prepare and present oral and written material relating to the activities of the department.
29. Ability to prepare, analyze and present technical and statistical reports.
30. Ability to exercise sound and mature judgment and discretion.
31. Ability to demonstrate good teamwork, leadership, interpersonal and customer-service skills and attitude.

32. Ability to establish and maintain effective working relationships with employees, town officials, contractors, the general public, regional and state officials.

**SUPERVISORY CONTROLS:** The supervisor sets the overall objectives and resources available. The employee and supervisor, in consultation, develop the deadlines, projects and work to be done. At this level, the employee, having developed expertise in the line of work, is responsible for planning and carrying out the assignment; resolving most of the conflicts which arise; coordinating the work with others as necessary and interpreting policy on own initiative in terms of established objectives. In some assignments, the employee also determines the approach to be taken and the methodology to be used. The employee keeps the supervisor informed of progress, potentially controversial matters, or far-reaching implications. Completed work is reviewed only from an overall standpoint in terms of feasibility, compatibility with other work, or effectiveness in meeting requirements or expected results.

**GUIDELINES:** Guidelines are available, but are not completely applicable to the work or have gaps in specificity. The employee uses judgment in interpreting and adapting guidelines such as agency policies, regulations, precedents and work directions for application to specific cases or problems. The employee analyzes results and recommends changes.

**COMPLEXITY:** The work includes various duties involving different and unrelated processes and methods. The decision regarding what needs to be done depends upon the analysis of the subject, phase or issues involved in each assignment and the chosen course of action may have to be selected from many alternatives. The work involves conditions and elements that must be identified and analyzed to discern interrelationships.

**SCOPE AND EFFECT:** The work involves treating a variety of conventional problems, questions or situations in conformance with established criteria. The work product or service affects the design or operation of systems, programs or equipment; the adequacy of such activities as field investigations, testing operations or research conclusions; or the social, physical and economic well-being of persons.

**PERSONAL CONTACTS:** The personal contacts are with employees in the same agency, but outside the immediate organization. People contacted generally are engaged in different functions, missions and kinds of work. The contacts are with department heads as well as members of the general public, as individuals or groups, in a moderately structured setting (e.g., the contacts are generally established on a routine basis, usually at the employee's work place; the exact purpose of the contact may be unclear at first to one or more of the parties; and one or more of the parties may be uninformed concerning the role and authority of other participants).

**PURPOSE OF CONTACTS:** The purpose is to plan, coordinate or advise on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

**PHYSICAL DEMANDS:** The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping,

stretching, reaching or similar activities; recurring lifting of moderately heavy items such as books and record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

**WORK ENVIRONMENT:** The work involves moderate risks or discomforts that require special safety precautions (e.g., working around moving parts, carts or machines; with contagious diseases or irritant chemicals; etc.). Employees may be required to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves or shields.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** Second line supervisors at this level are usually responsible for the work performance of one or more first line supervisors or of a group of complex and heterogeneous positions, i.e., employees all perform basically different types of work. They are responsible for planning and organizing work functions, priorities, etc. and recommending significant changes in structure, methods or procedures necessary to meet objectives. They usually are responsible for interviewing and counseling employees, performance evaluations, and participation in hiring, discharge, discipline and similar personnel management actions.

#### **MINIMUM QUALIFICATIONS:**

1. Knowledge and level of competency commonly associated with the completion of an associate's degree with additional training in construction management/estimating, engineering, building trades or related fields.
2. Experience sufficient to thoroughly understand the diverse objectives and functions of the position usually interpreted to require a five (5) to eight (8) years of maintenance and supervisory experience.
3. Possession of, or ability to readily obtain, NH DES underground storage tank operator and NH DMV inspection station operator certifications.
4. Possession of, or ability to readily obtain, a valid driver's license (CDL) issued by the State of New Hampshire for the type of vehicle or equipment operated.

# List for Selectmen's meeting Oct 2, 2017

## Exemption Recommendation

			Percentage	Amount
72/222/E	12 Center St	Exempt	86%	369,400
72/222/2	12 Center St	Taxable	14%	59,600

**MEMORANDUM**

**TO:** Select Board  
Town of Exeter

**FROM:** Joseph Lessard, CNHA  
Municipal Resources, Inc.  
Contracted Assessor's Agents

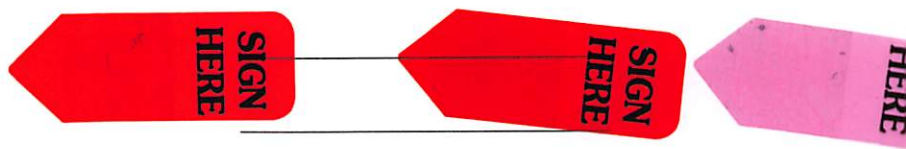
**DATE:** October 2, 2017

**RE:** Exempt Property Review  
Congregational Church  
12 Center Street  
Tax Map 72/222/2 and 72/222/E

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The above property has requested religious exemption. This property consists of a church office building and parking lot situated on a .22 acre parcel. Upon review it is my opinion that only 86% of the building is exempt and being used for religious purposes. The remaining 14% of the building is not being used for religious purposes and therefore should be taxable. As such it is recommended that a partial exemption be granted for the 2017 tax year.

EXEMPTION GRANTED	EXEMPTION DENIED
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



DATE \_\_\_\_\_



# 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](mailto:sriffle@exeternh.gov)

Use Request:  Town Hall (Main Floor)  Bandstand  Parking - # Spaces 5 Location \_\_\_\_\_

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

### Representative:

Name: Dora Dinoto Address: 100 Cambridge Park Drive, Suite 302  
Town/State/Zip: Cambridge, MA 02140 Phone: 617.844.1121  
Email: ddinoto@C.building.org

### Organization:

Name: Consensus Building Institute Address: 100 Cambridge Park Drive, Suite 302  
Town/State/Zip: Cambridge, MA 02140 Phone: ~~617.844.1121~~  
617.992.1414

### Reservation Details:

Northeast Ocean Planning RPB meeting  
Type of Event/Meeting: Fall 2017 Date: 11/16/17  
Times of Event: ~8AM - 5PM Times needed for set-up/clean-up: ~5pm on 11/15 - ~6pm on 11/16  
# of tables: 10 # of chairs: 100 Will food/beverages be served?  Yes  No  
Tech/ AV Services Needed:  Yes  No Details I've sent an email to Shern w/details

### Requirements:

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

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

**Rental Fee:** For Town Hall use there is a fee of \$125 per day. A rental fee waiver may be requested in writing.

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

(Edward Minor, COO) Applicant signature: Edward Minor Date: 9/27/17

Authorized by the Board of Selectmen/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

### Office Use Only:

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

pending





June 22, 2017

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

Re: Professional Services Agreement – Assessing Services

Dear Mr. Dean:

This letter will serve as a Supplement to MRI's Professional Services Agreement dated September 22, 2014, by adding the following language to paragraph II "Scope of Work" and replacing language in paragraph III, "Fees and Charges", sub paragraphs C through F as shown below:

**II. SCOPE OF WORK**

Add the following language:

"Beginning in 2017, in consideration of the additional duties taken on by the Exeter Assessing Clerk, it is expected that all work can be accomplished within 11.5 days per month on average, with time varying considerably by month."

**III. FEES AND CHARGES:**

Replace the sub paragraphs with the following:

- "C. The sum of \$100,000 for 2017;
- D. The sum of \$102,500 for 2018;
- E. The sum of \$105,000 for 2019; and
- F. The sum of \$107,500 for 2020"

If you find this satisfactory, please sign and date this letter, and return an executed copy to our office.

Thank you for the opportunity to be of continuing service to the Town of Exeter.

Russ Dean, Town Manager  
June 22, 2017  
Page Two

Sincerely,



Alan S. Gould  
President

**Approved for the Town of  
Exeter, NH by its Town Manager:**

\_\_\_\_\_  
Russell Dean, Town Manager

Date: \_\_\_\_\_



120 Daniel Webster Highway  
Meredith, NH 03253



Municipal Resources  
www.municipalresources.com

tel: 603.279.0352 • fax: 603.279.2548  
toll free: 866.501.0352

## PROFESSIONAL SERVICES AGREEMENT

### I. PARTIES TO THE AGREEMENT

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

### II. SCOPE OF WORK

To provide on-going oversight, coordination, and management for the Tax Assessing operations to assist the Select Board in fulfillment of their duties and responsibilities related to the assessment and taxation of real property throughout the Town of Exeter.

The services to be provided include the following:

Completion of the 2015 and the 2020 statistical updates as required to satisfy the requirements of the NH DRA.

Adequately attend to, manage, and maintain the following operational elements of the Assessing Office: exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations.

Conduct careful measuring, listing, and valuation of new or newly modified properties as identified by the issuance of permits or any other applicable source.

Perform field inspections on all properties that have transferred during each year of the contract period, and investigate and verify the circumstances surrounding all sales as required by the DRA.

Perform field inspections on 25% of the real estate parcels in the community in the second through fifth year of this agreement so that all properties have been inspected and field verified at least once within the four year cycle.

Conduct field inspections and other studies necessary to responsibly review and make written recommendations to the Selectmen for adjudication of all abatement requests filed in each year of this agreement.

Meet with taxpayers wishing to discuss their valuations, answer questions, and explain the practices and procedures employed in real property assessment as reasonably required.

Meet with the Town Manager, Municipal Administrators, Department Heads, and/or Select Board upon request.

Represent the Town of Exeter and its best interest in all abatements or appeals.

Meet and work with State Monitors as necessary to ensure the Town is meeting all certification requirements of the DRA and to maintain positive and responsive working relationships.

Perform annual assessment to sales ratio studies for the purpose of informing the Select Board/Assessors of the need for revaluation, partial revaluation, or statistical update to be or remain compliant with RSA 75:8 – Revised Inventory.

Work with, support, and see to the maintenance of the Vision CAMA System currently licensed by the Town.

- Conduct a cyclical review of 25% of the properties per year in 2016, 17, 18, and 19.
- MRI will support, train, and mentor the current Assessing Clerk, Janet Whitten, through a process that leads to her certification as a New Hampshire Assessor. A process that will take approximately 5 years.

The Town may terminate this agreement if the Town and the Select Board decide to reinstitute in-house capacity. Pursuant to Addendum A, Section F, the Town will be afforded the opportunity to hire MRI's Team Leader, Paul McKenney, directly as a municipal employee without penalty.

During the term of this Agreement, the Town staff will be responsible for getting ownership transfers, exemptions, and all other data into the Town billing system, and for the input of ownership transfers and other data into the CAMA system. The Town staff will also provide photocopies of building permits and any other applicable information for each property to be

reviewed, and will provide other clerical/administrative assistance. It is also expected that any questions or issues that arise, whether originating from a Town official, employee, or taxpayer, will be brought to MRI's attention at the earliest opportunity, so that it may be dealt with expeditiously. With regard to field inspections, MRI will make an initial visit to each property; if someone is present at the time of the visit, an interior inspection will be attempted. However, in all cases, MRI will measure the exterior of the improvements. In those cases where the interior is not viewed on the initial visit, a list will be provided so the Town staff can send a letter requesting an appointment for an interior inspection. If no interior inspection is accommodated by the property owner, MRI will estimate the interior on the basis of the best information available and annotate the property card accordingly. It is expected that all work can be accomplished within 3 days per week on average, with time varying considerably from month.

In 2015 and 2020, the analysis associated with the statistical updates will require a separate (sub)-contract per DRA rules; however, the total cost of the separate (sub)-contracts will be covered in the fees and charges below. Also, if as a result of new legislation and/or new DRA or ASB rules/guidelines, fewer or more services are required, a supplemental scope of work will need to be mutually agreed upon.

### III. FEES AND CHARGES

The monthly fee indicated below will be paid by the 10th of each month. Any reimbursable charges and other extras (see Special Conditions below) will be invoiced in the month following the expense and will be paid within 30 days of invoice. Invoices not paid within 30 days will accrue interest at the rate of 1.5% per month.

- A. The sum of \$105,000 for 2015;
- B. The sum of \$107,500 for 2016;
- C. The sum of \$110,000 for 2017;
- D. The sum of \$112,500 for 2018;
- E. The sum of \$115,000 for 2019; and
- F. The sum of \$117,500 for 2020.

Use of a consultant's personal vehicles for field work will be documented and billed at the IRS rate in effect at that time.

Preparation and presentation of the defense of values above the local level are not included in the monthly fee schedule. After securing authorization to proceed from the Town Manager, MRI will bill for such services at \$125 per hour, except for the defense of utility values, where the cost will be \$175 per hour.

To the extent technical assistance is required from the Town's software vendors, or others knowledgeable of the assessing/tax collection systems and practices, the Town shall be



responsible to pay directly all such costs. MRI shall cooperate fully in an effort to keep any required technical support costs as low as possible.

The annual fee will be invoiced in 12 equal monthly installments, in advance; commencing with a first billing on December 15, 2014, for the month of January 2015, and continuing forward. Expense reimbursement or defense fees will be billed in arrears each month, for the preceding month.

Third parties retained by MRI who or which are not MRI employees or affiliates, and as noted on any Supplement(s), will be invoiced at a cost sufficient to cover all charges and costs.

#### **IV. MRI PERSONNEL IN CHARGE**

Donald R. Jutton, President, will serve as principal-in-charge of this engagement. Paul McKenney will serve as the project team leader, supported by Scott Marsh and Gerard Quintal, and other MRI assessing staff as needed.

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

Gail H. Schillinger, Customer Liaison Representative  
Municipal Resources, Inc.  
120 Daniel Webster Highway  
Meredith, NH 03253  
(603) 279-0352, x-303  
(866) 501-0352, X-303 TOLL FREE  
[gschillinger@mrigov.com](mailto:gschillinger@mrigov.com)

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

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

#### **V. TERM**

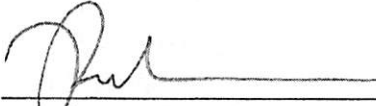
This agreement shall remain in force and effect from January 1, 2015 through December 31, 2020, unless extended by mutual agreement.



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

ACCEPTED AND AGREED

FOR THE TOWN OF EXETER



Russell Dean, Town Manager

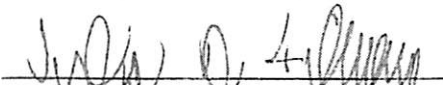
Date: 10/14/14

FOR MUNICIPAL RESOURCES, INC.



Donald R. Johnson, President

Date: 10/25/14



Julie Gilman, Select Board Chairman

Date: 10/26/14



## **ADDENDUM I**

### **A. MUTUAL REPRESENTATIONS**

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

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

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

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

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

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

### **B. NOTICE OF CHANGE OF PERSONNEL**

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

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

### **C. ADMINISTRATION OF AGREEMENT MODIFICATIONS**

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:



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

**The specific details of the work to be performed;**

**The MRI personnel to be assigned;**

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

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

#### **D. INDEMNIFICATION**

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

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

#### **E. INSURANCE**

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



**1. General Liability Insurance**

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

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

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

**2. Professional Liability Insurance**

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

**3. Business Auto and Umbrella Liability Insurance**

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

**4. Workers Compensation Insurance**

MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

F. NON-SOLICITATION

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

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

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

Initialed for Client: MD  
Date: 10/14/14

Initialed for MRI: [Signature]  
Date: 9/25/14

Initialed for Client: [Signature]  
Date: 10/24/14





Sept. 25, 2017

Town of Exeter  
10 Front St  
Exeter N.H. 03833

Whom it concerns:

Please sign the attached petition for jointly owned poles that we have set in Exeter N.H. Please sign and return three copies to me. Keep one for your records.

Sincerely,

A handwritten signature in blue ink that reads "Pat Dyer".

Pat Dyer  
114 Drinkwater Rd.  
Kensington N.H.  
03833

Plant Records Clerk

---

**NH ELECTRIC OPERATIONS**  
114 Drinkwater Road  
Kensington, NH 03833

PETITION AND POLE LICENSE  
PETITION

Manchester, New Hampshire  
To the Selectmen of Exeter \_\_\_\_\_,

JT 3561

Date: 9/11/2017

Northern New England Telephone Operations LLC d/b/a Fairpoint Communications-NNE and UNITIL ENERGY SYSTEMS, INC. desire a license to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures along, across and under the following highways in said municipality:

Northern New England Telephone Operations LLC  
d/b/a Fairpoint Communications-NNE

UNITIL ENERGY SYSTEMS, INC.

By: *[Signature]*  
RIGHT-OF-WAY DEPARTMENT

By: *[Signature]*

LICENSE

Upon Petition of Northern New England Telephone Operations LLC d/b/a Fairpoint Communications- NNE and UNITIL ENERGY SYSTEMS IN it appearing that the public good so requires, it is hereby

ORDERED

Date:

Northern New England Telephone Operations LLC d/b/a Fairpoint Communications-NNE and UNITIL ENERGY SYSTEMS, INC. be and hereby e a license to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the highways covered by said petition. All of said wires including such as are vertically attached to poles and structures shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

"In accordance with the requirements of RSA 72:23, l(b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the state or of a city, town, school district or village district pursuant to this license shall be responsible for the payment of, and shall pay, all property assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real taxes when due shall be cause to terminate this license.

In accordance with the requirements of RSA 72:23, l(b), the licensee(s) hereunder and any other entity using or occupying property of the state or of a city, town, school district or village district pursuant to this license shall be responsible for the payment of, and shall pay, both current and potential real and personal property taxes when due. Furthermore, in accordance with the requirements of RSA 72:23, l(b), the licensee(s) and any other entity using and/or occupying property of the state or city, town, school district or village district pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the state or of a city, town, school district or village district pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked

Northern New England Telephone Operations LLC d/b/a Fairpoint Communications-NNE and UNITIL ENERGY SYSTEMS, INC., No. \_\_\_\_\_ dated \_\_\_\_\_, 2011, attached to and made a part thereof.

\_\_\_\_\_  
Selectman

By vote of

\_\_\_\_\_  
Selectman

Town of \_\_\_\_\_, New Hampshire

\_\_\_\_\_  
Selectman

Attest \_\_\_\_\_  
Town Clerk

Received and entered in the records of the Town of \_\_\_\_\_, New Hampshire.

Book \_\_\_\_\_ Page \_\_\_\_\_

Date \_\_\_\_\_





September 22, 2017

Board of Selectmen  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

**Re: Miscellaneous Information**

Dear Chairman and Members of the Board:

As part of our continuing effort to keep you informed, I wanted to share the following information which customers are receiving via bill message:

- On or around November 7, 2017, ESPN Classic will no longer be available.
- Effective November 20, 2017, the XF Triple Play Rewards Sports Entertainment service at \$8.95/mo for our Preferred XF, Preferred Latino, HD Preferred XF, Preferred Extra Latino, HD Preferred Extra XF, and HD Premier XF Triple Play Packages will no longer be available for new subscriptions. Customers who currently subscribe to Triple Play Rewards service, will continue to receive the service until they make a change to their account or receive further notice.

Should you have any questions please do not hesitate to contact me at 603.334.3603.

Very truly yours,

*Jay Somers*

Jay Somers, Sr. Manager  
Government Affairs



STATE OF NEW HAMPSHIRE  
**DEPARTMENT of NATURAL and CULTURAL RESOURCES**  
DIVISION of PARKS and RECREATION  
172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: [www.nhstateparks.org](http://www.nhstateparks.org)

September 15, 2017

Russell Dean, Town Manager  
Town of Exeter  
10 Front Street  
Exeter, NH 03833-3792

**RE: LWCF #33-00594(Brickyard Park), NH Rt 111 Transportation Alternative Program Project**

Dear Mr. Dean,

We have reviewed the proposed Transportation Alternatives Program project to improve parking and pedestrian access on Kingston Road/NH Route 111 along the frontage of Brickyard Park (Land and Water Conservation Fund #33-00594) as described in your letter dated June 22, 2017.

We are pleased to inform you that this office concurs with the above mentioned proposal. We feel that this TAP project is consistent with the intent of LWCF project #33-00594 and should serve to provide enhanced access and safety for the using public. No further action is necessary. Please keep us informed if any significant changes to the project plans occur.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Gegas".

Bill Gegas  
LWCF Program Specialist

cc: 33-00594 Project File

*Town Manager's Office*

SEP 20 2017

*Received*



September 14, 2017

**FROM: Exeter Heritage Commission**

**TO: Don Clement, Chairman Exeter Board of Selectman  
10 Front Street  
Exeter, NH 03833**

**RE: Exeter Heritage Commission  
Public Hearing, 12 Front Street Demolition Request**

Dear Don,

On August 15, 2017 the Exeter Heritage Commission conducted a Public Hearing to consider the request to demolish the rear section of the house at 12 Front Street in Exeter. At this meeting the Exeter Heritage Commission unanimously voted against this demolition request. Meeting minutes and photo attached. You are being sent this notice because your board will be considering other actions on this property.

  
John W. Merkle  
Chairman, Exeter Heritage Commission





Exeter Heritage Commission

August 15, 2017

Draft Minutes

Members present: Julie Gilman, Pam Gjettum, John Merkle, Chairman, Maura Fay, Kelly Bergeron, Peter Smith

Call meeting to Order: John Merkle called meeting to order at 7:00 pm in the Exeter Town Hall Building at 12 Front Street.

This meeting was a public hearing where residents attended. The commission started by introducing themselves.

This public meeting is to discuss the requested demolition of the carriage house attached to the building at 12 Front Street, known locally as the Gardner House.

Residents who attended: Gregory Colling, John Lyons, Alyssa Murphy, Anne Bushnell, Eric Weinfieb, Ian Rawn, Barbara Rimbunas, Vicki Gies, Ed & Judy Rousin, Paul Vlasich, Ann Schieber

First to speak was Attorney John Lyons from Portsmouth and he represents the owner of the building. He also brought Allyssa Murphy who is the architect for the project. Allyssa spoke about how everyone has the same respect for the building. She stated that the carriage house is not part of the original building and the floor is raised about a foot above the rest of the building. This carriage house is in the back of the building.

Next to speak was the owner, Ann Bushnell. She stated that she has been living in this home for the past 19 years. She has tried for the past five years to sell, but have had no luck.

One of the engineers from Altus engineering, Inc. spoke. He passed out a blue print map to members of the commission. He stated they talked to the Town about the expanding the driveway and they came to the conclusion that the best location would be to move it over to the side. He stated that if they preserve the carriage house, it would prevent making more parking available.

Attorney John Lyons spoke again. He stated that on May 16, 2017, the plan that was in front of the commission was submitted to the Zoning Board. This plan was accepted by the Zoning Board. He stated that the goal is to keep the property as a single family residence. He stated that they met with the Town and came up with this plan. He stated that everyone knows what happens when you convert single family home into multiple units. You can see it up and down in Exeter and also in Portsmouth. There are four or five mailboxes out front. The front of the home has changed drastically. He stated that they do not want this to happen and they have a plan to address this to keep this building as a single family structure. He then stated that what they are asking of a 7,000 ft. square building is to take down 525 sq. feet. He stated that the new building they have on the property is tucked way in the back. They did this on purpose because the back takes a sloop. So, what is more important. Is it more important that the 525 sq. ft. in the back of the building be maintained or the beautiful home as a single family home be maintained. From their perspective, this is an easy question. He stated that the chairman talked about looking at this property and having some historic value. He stated that he is going to disagree with this conclusion. He stated that in 2012, Ann was given permission to take the garage down in the back of her home. It was taken down in August of 2014. Subsequently, a potential purchaser of the property

made an inquiry of the Historic District Commission as to whether or not it pertained to the carriage house. The Historic District Commission reached the conclusion that the carriage house "was a non-contributing" and it could be removed. He then stated that these statements have been verified on the record. He then stated that they inquired at the beginning of this year of the Historic District Commission about what people have been calling the carriage house. He then passed out copies of minutes from the January 19, 2017 Historic District Commission meeting. He highlighted what he wanted the commission to read and he read it. He stated that they know it is not a carriage house because the arches are plywood and it is a foot up off the ground. On closer inspection, the details is that someone was trying to match the details of the house. He then stated that the members of the HDC, independent of us and before we came to you, have verified everything we have talked about. He then stated that he reviewed the taping of this meeting. He made a transcript of the comments and read them to the committee. He stated that they are just asking to take down 525 sq. ft. behind the building so they can preserve the front building. He then stated that he would like the commission to notify the building inspector so the demolition can proceed.

Julie then made a motion to open the meeting to the public regarding 12 Front Street. Maura seconded. All were in favor and public hearing open.

First to speak was Greg Collins who is an architect. He stated that he just wanted to make some comments on his experience. He stated that the concept of putting nine units on this property seems outrageous. Four units would be more appropriate. He stated that to build another structure on a historic property would be problematic to this town. This structure is part of our community and part of downtown. He stated that he also spoke to the State Architectural Historian James Garvin. He stated that communities in new Hampshire are losing these types of out buildings. Greg then stated that he thinks something else can be done in preserving this house.

Next resident was Vicki Geis who had a question about whether this commission is authorized to approve. She then asked if it is just the tearing down of the building or does it include the nine units in the back. John Merkle, Chairman, stated that the Heritage Commission is an advisory commission. Attorney John Lyons stated that the nine units have been approved by the ZBA. Vicky then stated that if they sell nine condo units in the back, this changes the historical property in our community. Pam then spoke and stated that she was appauled at what they were doing. Attorney Lyons then asked the Chairman if Pam was a voting member on the board. He then asked for Pam to recuse herself. On the record, she just indicated that she was appauled at what they were doing and on the record indicated that she would not tell truth if she knew what they were doing. Attorney Lyons then stated that they were not here about the nine units, they are here about the carriage house. Pam did not leave. John Merkle, Chairman then stated that the commission is dealing with the demolition of the carriage house. They have no jurisdiction over the nine units. They are here about the carriage house.

Judy then spoke about the carriage house and with zoning there are only so many spaces for parking. Julie then stated that this is a zoning issue and not for the Heritage Commission. She then asked what other commissions or committees will be hearing this. She then stated that John Merkle stated that he does not think the HDC will be hearing this. Julie stated that they have had legal counsel on this in the past with other projects that have come before the HDC and got an opinion on one that said the building in whole or in part, is within the historic district. She then stated that according to their own plans, the 200 ft. is back past the carriage house, which we are talking about, is within the historic district. Judy then stated that this needs to go before the Selectmen, HDC and the Planning Board.

Julie stated that the different boards have different roles in this. The selectmen are only going to be talking about the easement from the parking lot into the property and how they want to solve that

situation. The Planning Board will deal with the whole project. The HDC is only going to talk about the demolition and what replaces it.

Next to speak was Ian Rawn. He stated that part of the heritage of Exeter is the place, the environment and the historic buildings. He mentioned the landscaping with trees and grass. He respects the rights of the owner, but he thinks that nine units and 12 parking spots is excessive. Something smaller would be better. He then stated that he just wanted to express his reservations about this.

John then asked if there was anyone else from the public who would like to speak. There was no one. Barbara from the Historical Society spoke. She stated that what they know about the Gardner House at 12 Front Street is that it was built over the period of 1826 – 1827. The house cost almost \$7,000 to build. It was built for John Gardner. She gave information about the home and who lived there.

Alyssa Murphy the architect spoke again. She stated the building is old and not sure what contributing value it has to the home and is hoping everyone is trying to accomplish the same thing.

Next to speak was Peter Smith. He stated that the federal construction build a water system in the carriage house. This is why the floor is not the same. He feel that this is an original part of the house. He feels that historic places are being chipped away piece by piece.

John Merkle, Chairman then asked if there was anymore public input. Attorney Lyons spoke to Peter to thank him for referencing the inside of the house. This is one of the biggest reasons Ann wants to keep it as a single family house. He then stated that they are all trying to get to the same place. He stated they are trying to preserve this building the best way they can. He stated that they have the right to put a building back there and put multiple units in it. The option is, do they then put units into the front building. Trees are going to come down, but the goal is to make this house a single family residence. He then stated that the only way to maintain this house is to defer the cost.

Judy then spoke again. She stated that as an owner of historic property and putting thousands of dollars into it, she can appreciate what they are saying. She is not in favor of the demolition.

The owner, Ann Bushnell spoke again. She showed several photos of her home and none showed the carriage house. She also brought a historical architectural book that does not mention carriage houses. Julie made a recommendation against demolition of the rear section of the house at 12 Front Street. Maura seconded. All were in favor and recommendation accepted.

John stated that he does not remember a Heritage Commission meeting in January. Maura stated that they did not meet in January and there was no reference made to the Heritage Commission being approached before. She stated that they were approached about this a couple of months ago as far as she is aware. Julie then stated going with the HDC request for an opinion, but again she knows it is in the minutes, but there was no vote taken on anything and it was an opinion or a discussion and not a decision. Julie then stated that one of the things they have heard is that people are looking at this building and you can see this from the street. Not having them mentioned in books, does not mean that they are not important. She had a map of 1884 and it shows the three sections. She is not sure if that is the original part they are looking at now.

There were no other public comments, so Julie made a motion to close the public hearing. Kelly seconded. All were in favor and public hearing closed.

The HDC discussed the Town Sign with the Town Engineer, Paul Vlasich. They looked at slides of signs with different colors. The options were blue, yellow and white. After picking the color, next is the

wording. Julie stated that whatever wording is decided upon, the DHR has to approve. The commission likes the blue with white wording. The Historic Society will check dates for the wording on the sign. Paul stated that he needs a decision before the HDC's next meeting. A few HDC members will meet on Thursday at 10:30 at the Historical Society to make the final selections.

Paul had brought a poster of what the etched glass would look like. He also passed out pictures of the library windows so the commission could see how it would look from different spots.

John asked about the Winter Street Cemetery. Julie stated that the condition survey was going to be done 8/21/17. John also asked about the Master Plan and Pam stated that they will be meeting tomorrow morning at 8 am.

With no further business, Julie made a motion to adjourn at 9:30 pm. Kelly seconded. All were in favor and meeting adjourned.

Respectfully submitted,

Elizabeth Herrick  
Recording Secretary

Quentin E. Gilman  
1309 NW Summer Beach Lane  
Silverdale, WA 98383

SEP 18 2017

*Received*

September 12, 2017

Town of Exeter  
Board of Selectmen  
10 Front Street  
Exeter, NH 03833

Dear Board of Selectmen

I would like to bring to your attention that Randy Daley, Supt. Exeter Cemetery, has informed me Mark Gilman has authorized the Nicholas Gilman (b.1755 d. 1814) Tomb Stone in the Exeter Cemetery to be replaced. The next steps are to confirm cost of replacement, approve and pay that cost, place the stone, then schedule a ceremony for the New Stone & Honor the Signer of the US Constitution. I am going to try and Coordinate this event with the American Independence Museum so that it occurs during the American Independence Day Celebration event. I already have the American Legion on board for an Honor Guard and 3 Gun Salute. I also hope to get DAR and SAR units involved.

The project to find the actual burial sight and location of the VA Stone of Nicholas is still in progress.

Sincerely,



Quentin E. Gilman





156 Water Street, Exeter, NH 03833  
Tel. 603-778-0885 ♦ Fax: 603-778-9183  
[email@rpc-nh.org](mailto:email@rpc-nh.org) ♦ [www.rpc-nh.org](http://www.rpc-nh.org)

September 8, 2017

Don Clement, Chairman  
Board of Selectmen  
10 Front Street  
Exeter, New Hampshire 03833

**RE: Dues Request for 2018**

Dear Mr. Clement:

I am writing to thank you for Exeter's continued support and membership in the Rockingham Planning Commission and to provide you with updated information as you budget for membership for the coming year. Our services are available to Exeter and the other towns in the region through continued financial support in the form of dues paid by our member communities. Local dues provide our most important source of funding. They support the core operation of the agency and allow us to match grant funding from other sources.

Our dues request from Exeter for the coming year will be \$12,423. This is calculated based on the 2016 Office of Energy and Planning population estimate for Exeter of 14,845 and a dues rate of \$1.00 for the first 10,000 in population and \$0.50 per capita for the remainder.

Attached for your information is our adopted work program for the current fiscal year and narrative summary of some of the regional and local projects that we are presently working on.

The dues support we receive is more important than ever. As always, we are grateful for your support and participation in the Commission and eager to assist your town. If you would like to discuss this request or any other aspect of RPC membership or the work we are doing, please feel free to call me at 964-2124, or call Tim Roache, our Executive Director, at the RPC office at 778-0885. We will be pleased to meet with you at your request and convenience.

Sincerely,

Phil Wilson  
Chairman

cc: Kelly Bergeron, Planning Board Chair  
Dave Sharples, Town Planner  
Russell Dean, Town Manager  
Gwen English, Langdon Plumer, Katherine Woolhouse and Julie Gilman, RPC Commissioners

Encl.



## **Racial Unity Team-Exeter, NH**

[racialunityteam1@gmail.com](mailto:racialunityteam1@gmail.com)

15 Sept 2017

Town Manager,

The Racial Unity Team operating within the First Baptist Church of Exeter, dba The Red Brick Church, wishes to request a waiver of the \$125 rental fee for the use of the Town Hall on October 21, 2017.

The Walk a Mile for Racial Unity event and Art Fest is being supported by the Chamber of Commerce, Phillips Exeter Academy and the University of New Hampshire. In-kind donations from various local business are also being sought to support the program.

The program for the day includes the following:

9:00 am – 11:00 am

Walk a Mile for Racial Unity. Visitors can join a group and take a guided walking tour, learning about the racial history of the people of Exeter. After the walk, visitors will be given the opportunity to share their thoughts in small group discussions and by writing a note on the community board.

On-going at the same time will be the Grand Finale Art Fest Culture Keepers | Culture Makers. Visitors will be able to enjoy works of art by individuals who are expressing racial diversity and what racial unity means to them.

Music at the Bandstand provides visitors an opportunity to listen to musicians sing about racial unity, racial diversity and racial inclusion and their hope and desire for the future of our nation.

From 11:00 am to 12:00 noon participants will be asked to join the conversation with renowned artist Richard Haynes as together we explore and search for ways to build a fair and just world for people of all racial identities. It will also be an opportunity to discuss what actions need to be taken to stand strong against racism in our community.

This event is free and open to the public, and no profits will be made by the Racial Unity Team.

Thank you for your consideration and support.

*Ken S Mendis*

Ken Mendis  
Chair Racial Unity Team Exeter

**Our Mission - To advance relationships among people of different racial identities, increase understanding, and reduce bias in our community**

STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

DG 17-039

NORTHERN UTILITIES, INC.

**Petition for License to Construct and Maintain a Gas Distribution Main  
Across Little River in the Town of Exeter**

**Summary of Order *Nisi* No. 26,053 Granting License**

September 6, 2017

On September 6, 2017, the Commission approved a petition filed pursuant to RSA 371:17 filed by Northern Utilities, Inc. (Northern), requesting a license to construct and maintain a natural gas distribution main under Little River in Exeter, New Hampshire. The Commission's Order granting the license, along with the petition and subsequent docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, are posted on the Commission's website at <http://puc.nh.gov/Regulatory/Docketbk/2017/17-039.html>.

The Commission determined that the proposed main is needed to meet the requirements for reasonable and safe service to the public, and that the license could be granted without substantially affecting the public rights in the Little River. Accordingly, the Commission approved Northern's request for a license to cross under the public waters, subject to certain conditions related to the safe construction, operation, and maintenance of the proposed crossing.

The Commission delayed the effectiveness of its approval of Northern's request, to ensure the public receives notice of the Commission's determination and has an opportunity to request a hearing. All persons interested in responding to the Commission's action may submit their comments or file a written request for a hearing, which states the reason and basis for a hearing, no later than September 25, 2017. Any person(s) responding to such comments and requests for hearing shall do so no later than October 2, 2017. Following consideration of any comments and requests for hearing received, the Commission may further extend the final effective date of its order. The Commission's order shall become final and effective on October 6, 2017, unless the Commission orders otherwise.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

**DG 17-039**

**NORTHERN UTILITIES, INC.**

**Petition for License to Construct and Maintain a Gas Distribution Main  
Across Little River in the Town of Exeter**

**Order *Nisi* Granting License**

**ORDER NO. 26,053**

September 6, 2017

In this order *nisi*, the Commission grants the request of Northern Utilities, Inc. (Northern), for a license to construct and maintain a natural gas distribution main under the public waters of Little River in Exeter, New Hampshire. This order is being issued on a *nisi* basis to ensure that all interested parties receive notice of the Commission's order and have the opportunity to comment or request a hearing before the order becomes effective.

**I. INTRODUCTION**

On March 8, 2017, Northern filed a petition pursuant to RSA 371:17 for a license to construct and maintain a natural gas distribution main under Little River in Exeter, New Hampshire. The new 150-foot natural gas distribution main will replace an existing main that is contained within a culvert crossing the river on Court Street. The petition states that the Court Street crossing is being replaced by a single span bridge that will not be able to accommodate the main. In support of its petition, Northern submitted an excerpt of the Town of Exeter Capital Improvement Plan, an excerpt of a New Hampshire Wetlands Bureau Standard Dredge and Fill Permit Application by the Town of Exeter, and engineering details.

On August 9, 2017, Commission Staff (Staff) recommended that Northern's petition be granted. The petition, its attachments, Staff's recommendation and other docket filings, excluding any information for which confidential treatment is requested of or granted by the Commission, are posted on the Commission's website at <http://puc.nh.gov/Regulatory/Docketbk/2017/17-039.html>.

## **II. SUMMARY OF PETITION**

### **A. Crossing Location and Construction**

According to the petition and accompanying exhibits, the proposed crossing will be located slightly west of the new Court Street bridge. A trenchless process called Horizontal Directional Drilling (HDD), with a directional drill approximately 450 feet in length, will be used to install the new gas distribution main. The main will be constructed from a 4-inch diameter plastic carrier pipe that is inserted into an 8-inch diameter plastic casing pipe. Approximately 150 feet of the new gas distribution main will be installed below the river. The casing pipe will be at least 12 feet below the river bed.

### **B. Regulatory Requirements and Property Rights**

After reviewing Northern's petition and attachments, Staff determined that the proposed crossing is in compliance with the applicable requirements of N.H. Code Admin. Rules Puc 500 and 49 CFR Part 192. Northern is coordinating with the Town of Exeter to replace the existing gas distribution main in conjunction with the Town's project to replace the Court Street culvert with a bridge. The HDD construction of the new gas distribution main will use temporary entry and exit pits located within the Town of Exeter's municipal right-of-way.

### **C. Necessary for Service to the Public; Effect on Public Rights**

Northern's petition stated that construction of the new gas distribution main is necessary for it to continue providing natural gas service to customers on both sides of the river. In addition, Northern submitted that the license can be exercised without substantially affecting the public rights in the Little River. The HDD process should have no impact on the river, and the new gas main will not impede use of the river or traffic over the new bridge. By installing the carrier pipe inside a casing, Northern will be able to conduct maintenance on the distribution main by removing it from the casing without disrupting the river.

## **II. SUMMARY OF STAFF REVIEW**

The Commission's Safety Division Staff reviewed Northern's petition and supporting documentation, applicable statutes, rules, the requirements of 49 CFR Part 192, and ownership of the land, as well as public need, safety, and impact. Staff determined that the proposed construction meets the requirements of 49 CFR Part 192, applicable state statutes, and Commission rules. In a memorandum dated August 9, 2017, Robert Wyatt, Assistant Director of the Safety Division, recommended approval of Northern's petition subject to four conditions. First, approval should be limited to Northern's natural gas main under consideration in this docket. Second, Northern must construct, operate and maintain the main, consistent with the requirements of both Puc 506.02 and 49 CFR Part 192. Third, Northern must operate and maintain the crossing in conformance with the latest 49 CFR Part 192 amendments; and all future alterations to the crossing that may impact the public shall conform to the most current 49 CFR Part 192 amendments in effect at the time of submittal of the alteration. Fourth, Northern

must use above-ground pipeline markers for identification of the gas main with appropriate warning and company contact information on each bank of the Little River crossing.

### III. COMMISSION ANALYSIS

“Whenever it is necessary, in order to meet the reasonable requirements of service to the public, that any public utility should construct a pipeline, cable, or conduit, or a line of poles or towers and wires and fixtures thereon, over, under or across any of the public waters of this state, or over, under or across any of the land owned by this state, it shall petition the commission for a license to construct and maintain same.” RSA 371:17. The Commission is authorized to grant such a license if it “may be exercised without substantially affecting the public rights in said waters or lands.” RSA:371:20.

RSA 371:17 defines public waters to include all ponds of more than 10 acres, tidewater bodies, and such streams or portions thereof that the Commission may prescribe. The New Hampshire Department of Environmental Services (NHDES) prepares, maintains and publishes an official list of all public waters in the state. Little River is included on the official list, which is maintained at [http://des.nh.gov/organization/divisions/water/dam/public\\_waters/index.htm](http://des.nh.gov/organization/divisions/water/dam/public_waters/index.htm).

Based on the information presented in Northern’s petition and Staff’s recommendation, we find that the proposed crossing is necessary for Northern to meet the reasonable requirements of reliable service to the public, as required by RSA 371:17, and that the requested license may be exercised without substantially affecting the public rights in the Little River, as required for approval under RSA 371:20. We therefore approve the petition subject to the conditions contained in the ordering clauses set out below related to ensuring safe construction, operation, and maintenance of the proposed crossing. We issue our decision on a *nisi* basis to provide any

interested person the opportunity to submit comments on Northern's petition or to request a hearing.

We note that Northern is responsible for obtaining all other permits for the construction and installation of the proposed crossing from any federal, state, and local authorities having jurisdiction. Our approval is only for a gas main with the specifications proposed by Northern in this docket. Should Northern wish to make any changes, it must make an appropriate filing. Finally, because NHDES is responsible for maintaining the official list of public waters, we require that notice of the proposed alterations be sent to NHDES. We also require notice to be provided to the Town of Exeter, the Office of the Attorney General, and owners of land bordering the crossing, as required by RSA 371:19.

**Based upon the foregoing, it is hereby**

**ORDERED *NISI***, that subject to the effective date below, Northern is authorized, pursuant to RSA 371:17, *et seq.*, to construct, install, operate, and maintain a natural gas main under the Little River described in its petition and depicted in its filings; and it is

**FURTHER ORDERED**, that the construction of the main shall be implemented as depicted in the petition documents; and it is

**FURTHER ORDERED**, that this approval is limited to the natural gas pipeline under consideration in this docket, and is conditioned on the requirement that Northern constructs, operates, maintains, and, if necessary, alters the main consistent with the provisions of N.H. Code Admin. Rules Puc 500 and 49 CFR Part 192, as may apply, and as amended from time to time, and all other applicable safety standards in existence at that time; and it is



**FURTHER ORDERED**, that Northern shall submit any future proposed alteration(s) to the crossing license granted herein at least 60 days prior to any such alteration(s); and it is

**FURTHER ORDERED**, that Northern use above-ground markers to identify the gas main, with appropriate warnings and Company contact information, on each bank of the crossing; and it is

**FURTHER ORDERED**, that Northern shall provide a copy of this Order *Nisi* to (i) the Town Clerk of Exeter, New Hampshire, (ii) the New Hampshire Attorney General and all owners of the land bordering on said public waters at the location of the crossing, as required by RSA 371:19, and (iii) the New Hampshire Department of Environmental Services, no later than September 18, 2017, and to be documented by affidavit filed with this office on or before October 2, 2017; and it is

**FURTHER ORDERED**, that Northern shall cause a summary of this Order *Nisi*, issued concurrently with this Order, to be published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to occur no later than September 18, 2017, and to be documented by an affidavit filed with this office on or before October 2, 2017; and it is

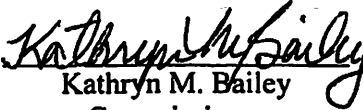
**FURTHER ORDERED**, that all persons interested in responding to this Order *Nisi* be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than September 25, 2017 for the Commission's consideration; and it is

**FURTHER ORDERED**, that any party interested in responding to such comments or request for hearing shall do so no later than October 2, 2017; and it is

**FURTHER ORDERED**, that this Order *Nisi* shall be effective October 6, 2017 unless Northern fails to satisfy the publication obligation set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date.

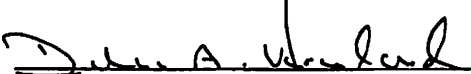
By order of the Public Utilities Commission of New Hampshire this sixth day of September, 2017.

  
\_\_\_\_\_  
Martin P. Honigberg  
Chairman

  
\_\_\_\_\_  
Kathryn M. Bailey  
Commissioner

  
\_\_\_\_\_  
Michael S. Giaimo  
Commissioner

Attested by:

  
\_\_\_\_\_  
Debra A. Howland  
Executive Director

**MITCHELL MUNICIPAL GROUP, P.A.**  
ATTORNEYS AT LAW  
25 BEACON STREET EAST  
LACONIA, NEW HAMPSHIRE 03246

*Town Manager's Office*

SEP 18 2017

*Received*

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

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

September 14, 2017

Anne Stelmach, Clerk  
Board of Tax and Land Appeals  
107 Pleasant Street  
Concord, NH 03301

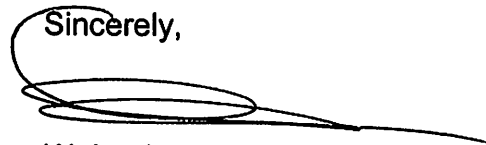
Re: Great Bay Kids Company, Inc. v. Town of Exeter  
Docket No. 28562-16EX

Dear Clerk Stelmach:

Enclosed please find our Appearance for filing with the Board in the above referenced matter.

Thank you for your assistance, and please call if you have any questions.

Sincerely,



Walter L. Mitchell  
[walter@mitchellmunigroup.com](mailto:walter@mitchellmunigroup.com)

WLM/tam  
Enc.

cc: Russell Dean, Town Administrator w/enc.  
Derek R. Durbin, Esquire w/enc.

**THE STATE OF NEW HAMPSHIRE**

**BOARD OF TAX AND LAND APPEALS**

**APPEARANCE**

Great Bay Kids Company, Inc.

v.

Town of Exeter

Docket Nos. 28562-16EX

Please enter our appearance:

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

By: 

Walter L. Mitchell, NH Bar# 1778  
25 Beacon Street East  
Laconia, New Hampshire 03246  
(603) 524-3885

As attorneys for:

Town of Exeter  
10 Front Street  
Exeter, NH 03833  
(603) 778-0591

By signing this appearance, the attorney certifies:

- (1) The named party has authorized the attorney to act as the party's agent, including the authority to settle the case;
- (2) The named party has been sent a copy of this appearance;
- (3) The attorney is aware of the restrictions on withdrawing (see Section Tax 201.11);  
and
- (4) The attorney is aware that the attorney binds the party by the attorney's actions.

**CERTIFICATION**

We certify that a copy of this appearance was mailed postage prepaid, to Derek R. Durbin, Esquire on September 14, 2017.



September 13, 2017

Board of Selectmen  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Re: **Municipal Emergency Reporting Procedure Reminder**

Dear Chairman and Members of the Board:

In our effort to better assist our municipal customers, we are writing once again to provide you with the emergency reporting procedures for certain outside plant and service problems.

In the event that any municipal building experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please follow the steps detailed below:

**MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES**

*(Please note the XOC telephone number listed below **IS NOT** for public dissemination)*

- STEP 1 Dial: **1-877-359-1821** (24/7 – XOC)
- STEP 2 Select: **Option # 4 - Greater Boston** or Western NE regions
- STEP 3 Select: **Option # 4** - Commercial Accounts, Municipalities, Utilities, Police & Fire
- STEP 4 Reason for call:
  - Option # 1 - Down Wires (will be prompted to enter zip code)
  - Option # 2 - Pole or all other Municipal Issues
- STEP 5 Speak with Rep. and **obtain job reference #**

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week. ***Once again, please note this telephone # IS NOT for public dissemination.***

Please do not hesitate to contact me at 603.334.3603 should you have questions.

Very truly yours,

*Jay Somers*

Jay Somers, Sr. Manager  
Government Affairs



September 15, 2017

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

Dear Mr. Dean:

Over the past year, we have frequently heard our Members ask, "When will HealthTrust offer Health Reimbursement Arrangement (HRA) administration?"

We listened!

We are pleased to introduce **HealthTrust Benefit Advantage**, our new HRA and enhanced Flexible Spending Account (FSA) services! HealthTrust Benefit Advantage will provide the opportunity to add integrated HRA administration to the exceptional Member and Enrollee FSA services HealthTrust currently provides. To support this new initiative, we have partnered with Benefit Strategies, an organization based in New Hampshire with more than 25 years' experience in claims processing as well as experience in HRA design and administration.

### **How will this new initiative affect your current HealthTrust FSA services?**

Effective November 1, 2017, HealthTrust will be transitioning your Group's current FSA plan administration to HealthTrust Benefit Advantage's enhanced FSA services, with Benefit Strategies assisting in the processing of FSA claims. HealthTrust will notify Enrollees of this change by mid-October 2017. This exciting transition means your participating employees will have access to several new enhancements while your Group continues to enjoy the administrative excellence you have come to expect from HealthTrust.

### **What will be new?**

- **You and your employees can enjoy a fresh, new, user-friendly web portal**, accessed by clicking the same FSA login button you use now at [www.healthtrustnh.org](http://www.healthtrustnh.org). Beginning November 1, employees and administrators will need to create a new user account on the secure FSA portal. Thereafter, they can simply use the same username and password to access their account.
- **The new HealthTrust Benefit Advantage mobile app** will give your employees the services they need right in the palm of their hand. Beginning November 1, 2017, participants can download the HealthTrust Benefit Advantage app to:
  - View their account balances.
  - Capture and upload pictures of their receipts.
  - Submit and track claims.

- **Quicker Reimbursements!** Reimbursements will be provided three times a week via direct deposit or check. Participants will now be able to sign up through the portal to have reimbursements deposited directly into their bank accounts. No waiting for a check to arrive in the mail!
- **New HealthTrust Benefit Advantage cards will be sent to current Enrollees in the HealthTrust FSA** in November, 2017. They can start using their new cards as soon as they receive them, but their current “Benny” cards will work until their new cards arrive in the mail.
- **A new email address.** Beginning November 1, 2017, questions related to FSA accounts can be sent to HealthTrust’s new email address at [benefitadvantage@healthtrustnh.org](mailto:benefitadvantage@healthtrustnh.org).
- **Administrative fee invoices** will have a new look and will be sent monthly rather than quarterly. More information will be forthcoming.
- **Claims administration.** Benefit Strategies will work with HealthTrust to process claims. On occasion, you may get a call from a representative at Benefit Strategies. Rest assured, it’s okay! They’re part of the team!

#### What will stay the same?

- **Your HealthTrust Benefits Advisor** and access to our HealthTrust Enrollee Services Representatives. When you call HealthTrust with FSA questions, you will hear the same friendly voices you know and trust.
- **Participants’ current FSA elections** will remain in effect through the end of your plan year.
- **You will continue to send payroll deductions directly to HealthTrust,** as you do now.
- **Your FSA Service Agreement and Plan Documents** will remain the same through the end of the current Plan Year, but will be updated for your next FSA Plan Year renewal.
- **You should continue to use your current FSA materials.** Updated HealthTrust Benefit Advantage materials will be provided prior to your next renewal.
- **HealthTrust will handle the administration** and oversee claims processing with the same efficient and friendly service.
- **Our phone number** (800.527.5001) and fax number (603.415.3099).

#### What is a HealthTrust Benefit Advantage HRA?

Health Reimbursement Arrangements (HRAs) are employer-funded arrangements that reimburse employees for qualified medical expenses not covered by their employer-sponsored medical plan. HealthTrust Benefit Advantage HRAs will be available for January renewal Groups starting January 1, 2018. Details including available plan design and pricing will be forthcoming.

## WHY OFFER HEALTHTRUST BENEFIT ADVANTAGE?

HRAs and FSAs can be valuable tools for controlling rising medical plan costs for both employers and employees. Please refer to the chart for some of the benefits you and your employees may experience when you offer HealthTrust Benefit Advantage.

### Benefits for Member Groups

### Benefits for Participants

<b>Smart plan design and premium savings.</b> When considering a plan with a higher deductible, Member Groups could use a portion of the premium savings to fund the HRA, which minimizes the impact to employees of the higher out-of-pocket exposure, creating a more robust benefits package.	<b>Affordability and savings.</b> Providing access to HRAs and FSAs can help Participants manage out-of-pocket costs. HRA reimbursements are 100% tax-free and are excluded from an employee's gross income. Employees enrolled in a FSA can experience tax savings of 20-35 percent on their contributions (depending on their tax situation).
<b>Increased awareness of healthcare costs and medical consumerism</b> among your employees. Having HRAs/FSAs encourages employees to understand their medical plan, use funds more thoughtfully and adopt healthier lifestyle habits.	<b>Availability of funds.</b> The money in both HRAs and Health FSAs is available to Participants on the first day of a new plan year. In addition, because there are three check runs per week, Participants receive reimbursements more quickly.
<b>The exceptional service and account administration</b> you have come to expect from HealthTrust combined with the experience and expertise of Benefit Strategies.	<b>Convenience.</b> Participants can opt for direct deposit of reimbursements. They can also use the HealthTrust Benefit Advantage mobile app and secure portal for all their account needs.

### Valuable Education and Training

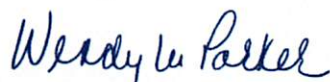
HealthTrust Benefit Advisors can come to your workplace and help your staff understand the advantages of HRAs and FSAs and how they work.

In the coming weeks, HealthTrust will be sending more details about this exciting new service. We are thrilled to offer HealthTrust Benefit Advantage and to be your trusted provider for all your benefit needs. We welcome your questions and feedback about HealthTrust Benefit Advantage or any HealthTrust plan or service as we strive to meet your needs and exceed your expectations.

**Questions about HealthTrust Benefit Advantage?** Please contact your HealthTrust Benefits Advisor, Melisa A. Briggs, at 800.527.5001 ext. 3370.

Thank you for your membership. It is our privilege to serve you.

Sincerely,



Wendy Lee Parker  
Executive Director





The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



**REQUEST TO PROVIDE STORMWATER INSPECTION & MAINTENANCE RECORDS**

Date 9/8/2017

Richard Edmunds  
P.O. Box 272  
North Salem, NH 03073

*Town Manager's Office*

SEP 14 2017

RE: Alteration of Terrain Permit: AoT-0375  
Assessors Map 47, Lot 4.1 – Phase Two  
Exeter, NH  
Tax Map/Lot/Block #: Map 47/4.1

*Received*

Dear Sir or Madam:

As part of the issued Alteration of Terrain (AoT) permit for the above referenced project, the Department of Environmental Services (DES) required the development of a long-term maintenance plan for the project's stormwater practices. The long-term maintenance plan included the development of an inspection and maintenance (I&M) manual detailing the inspection frequency, an inspection checklist, and the maintenance of a log to document each I&M activity. At this time DES is requesting, in accordance with NH Administrative Rule Env-Wq 1507.08(c), copies of all records of long-term stormwater I&M activities for the above referenced project. DES is requesting this information to ensure the long-term effectiveness of all approved stormwater practices.

DES records indicate the AoT permit was issued to you. If you are not the responsible party for conducting I&M activities, please provide the name and contact information for the responsible party.

In order to learn more about required maintenance activities for specific stormwater treatment practices, please refer to Chapter 5 of the New Hampshire Stormwater Manual, Volume 2, which can be found on our website at:

<http://des.nh.gov/organization/commissioner/pip/publications/wd/documents/wd-08-20b.pdf>

**Please submit electronic copies (in PDF format) of all I&M activity logs, along with representative photographs, to the following email address within the next 30 days.** Please be sure to include the permit number in your response to this request. Email all responses and questions to:  
**[AoT-InspectMaint@des.nh.gov](mailto:AoT-InspectMaint@des.nh.gov)**

Sincerely,

Ridgely Mauck, PE, Administrator  
Alteration of Terrain Bureau

cc: Community Planning Board



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



**REQUEST TO PROVIDE STORMWATER INSPECTION & MAINTENANCE RECORDS**

09/08/2017

Steve Bouchard  
Continental Microwave and Tool Co, Inc.  
11 Continental Drive  
Exeter, NH 03073

RE: Alteration of Terrain Permit: AoT-0335B  
Building and Parking Lot Expansion  
Exeter, NH 03073  
Tax Map/Lot/Block #: 46/5

Dear Sir or Madam:

As part of the issued Alteration of Terrain (AoT) permit for the above referenced project, the Department of Environmental Services (DES) required the development of a long-term maintenance plan for the project's stormwater practices. The long-term maintenance plan included the development of an inspection and maintenance (I&M) manual detailing the inspection frequency, an inspection checklist, and the maintenance of a log to document each I&M activity. At this time DES is requesting, in accordance with NH Administrative Rule Env-Wq 1507.08(c), copies of all records of long-term stormwater I&M activities for the above referenced project. DES is requesting this information to ensure the long-term effectiveness of all approved stormwater practices.

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<http://des.nh.gov/organization/commissioner/pip/publications/wd/documents/wd-08-20b.pdf>

**Please submit electronic copies (in PDF format) of all I&M activity logs, along with representative photographs, to the following email address within the next 30 days.** Please be sure to include the permit number in your response to this request. Email all responses and questions to: **[AoT-InspectMaint@des.nh.gov](mailto:AoT-InspectMaint@des.nh.gov)**

*Town Manager's Office*

SEP 13 2017

*Received*

Sincerely,

Ridgely Mauck, PE, Administrator  
Alteration of Terrain Bureau

cc: Community Planning Board

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**Region 1**  
**5 Post Office Square, Suite 100**  
**Boston, MA 02109-3912**

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**SEP 19 2017**

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

Re: NPDES Permit No. NH0100871  
Administrative Order on Consent Docket No. 13-010

Dear Mr. Dean:

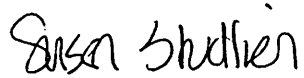
This is a response to the September 14, 2017 letter from Matt Berube to EPA written on behalf of the Town of Exeter requesting an extension of certain compliance schedule deadlines set forth in EPA Administrative Order on Consent Docket No. 13-010 ("Order"). Exeter's letter advised that more time is needed to complete lagoon closure and to substantially complete construction of the wastewater treatment facility upgrade due to unanticipated conditions regarding the amount and location of the sludge in the Sludge Storage Lagoon. Exeter also requested a 15-day extension of the deadline to achieve compliance with the interim limits in Attachment 1a of the Order.

EPA has reviewed Exeter's request and agrees to extend the following Order deadlines of:

- Paragraph IV.A.2 from April 30, 2019 to June 15, 2019, for substantially completing construction of the WWTF; and
- Paragraph IV.B.2 from June 30, 2020 to July 15, 2020 or until 12 months after substantial completion of construction of the WWTF, whichever is sooner, to achieve compliance with the interim limits in Attachment 1.a of the Order.

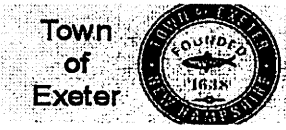
If you have questions, please contact Joy Hilton of my staff. She can be reached at (617) 918-1877.

Sincerely,

A handwritten signature in black ink that reads "Susan Studlien". The signature is written in a cursive, slightly slanted style.

Susan Studlien, Director  
Office of Environmental Stewardship

cc: Jennifer Perry, Public Works Director  
Paul Vlasich, Town Engineer  
Matt Berube, Acting Water & Sewer Managing Engineer  
Tracy Wood, NHDES



Russ Dean <rdean@exeternh.gov>

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## Gilman Park

5 messages

**Russ Dean** <rdean@exeternh.gov>

Mon, Sep 18, 2017 at 5:02 PM

To: Brian Hart <bhart@seltnh.org>

Hi Brian,

A quick question - we've had a number of residents interested in seeing a dog park installed at Gilman Park. What would be SELT's view of such a venture given the easement?

Thank you,

Russ

---

**Brian Hart** <bhart@seltnh.org>

Mon, Sep 18, 2017 at 5:12 PM

To: Russ Dean <rdean@exeternh.gov>

Cc: Deborah Goard <dgoard@seltnh.org>

Hi Russ,

I've cced Deborah Goard, our Easement Stewardship Director, who will review and get back to you.

It will be a few days as she is out of the office for a few days.

Thanks, Brian

**From:** Russ Dean [mailto:rdean@exeternh.gov]

**Sent:** Monday, September 18, 2017 5:02 PM

**To:** Brian Hart

**Subject:** Gilman Park

[Quoted text hidden]

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**Russ Dean** <rdean@exeternh.gov>

Tue, Sep 19, 2017 at 6:58 AM

To: Brian Hart <bhart@seltnh.org>

Cc: Deborah Goard <dgoard@seltnh.org>

Brian, my thanks.

This topic comes up quite frequently and many people think the green space at Gilman would make an ideal site for a dog park.

Russ

[Quoted text hidden]

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**Deborah Goard** <dgoard@seltnh.org>

Wed, Sep 20, 2017 at 10:00 AM

To: Russ Dean <rdean@exeternh.gov>

Hi Russ,

I've heard this from a few people as well in the last year.

The short answer is that having a dog park at Gilman Park is not an allowable use as the conservation easement specifically states in Section 2.L. that "The Grantor shall not designate the Property or any portion of the Property primarily for the benefit of, enjoyment by, and use of dogs."

There is a longer explanation for this of course which is that Gilman Park was protected for water quality, wildlife habitat, the public water supply etc. which a dog park is not necessarily compatible with. But with the term above, it's evident that this was something those involved with placing the conservation easement on Gilman Park clearly did not want to happen.

Thanks for reaching out about this and let me know if there's anything else you need.

**Deborah Goard**

**Southeast Land Trust of New Hampshire**

*Easement Stewardship Director*

P.O. Box 675

6 Center Street

dgoard@seltnh.org

Exeter, NH 03833

(603) 778-6088 (Office)

(603) 658-9721 (Direct)

seltnh.org



**From:** Russ Dean [mailto:rdean@exeternh.gov]  
**Sent:** Tuesday, September 19, 2017 6:59 AM  
**To:** Brian Hart <bhart@seltnh.org>  
**Cc:** Deborah Goard <dgoard@seltnh.org>  
**Subject:** Re: Gilman Park

[Quoted text hidden]

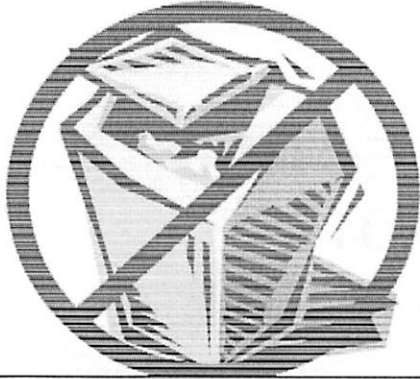
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**Russ Dean** <rdean@exeternh.gov>  
To: Sheri Riffle <sriffle@exeternh.gov>

Wed, Sep 20, 2017 at 10:59 AM

For anyone who asks or continues to ask about this...a definitive answer from SELT.

[Quoted text hidden]



# Hazardous Waste in *Your* Home??

Hazardous Waste is not just an industrial problem.  
Many household products contain hazardous  
chemicals. We are all hazardous waste generators!

## 2017 HOUSEHOLD HAZARDOUS WASTE COLLECTION EXETER, STRATHAM, NEWFIELDS, EAST KINGSTON, EPPING, SEABROOK & SOUTH HAMPTON

**SATURDAY, OCTOBER 21, 2017**

**8:00 am—1:00 pm**

**Exeter Public Works Garage, Newfields Road (Route 85), Exeter**

**FROM THE  
YARD**

Pesticides  
Insect Sprays  
Rodent Killers  
Pool Chemicals  
Muriatic Acid  
No-Pest Strips  
Lead sinkers, flashing  
Creosote

**FROM THE  
GARAGE**

Motor Oil  
Auto Batteries  
Antifreeze  
Brake Fluid  
Wax & Polish  
Engine Degreasers  
Carburetor Cleaner  
Asbestos (wetted and double bagged)

**FROM THE  
HOUSE**

Rechargeable Batteries  
Drain & Oven Cleaners  
Furniture Polish  
Metal Polish  
Fluorescent Light bulbs  
Photo Chemicals  
Mercury Thermometers  
Fire Extinguishers

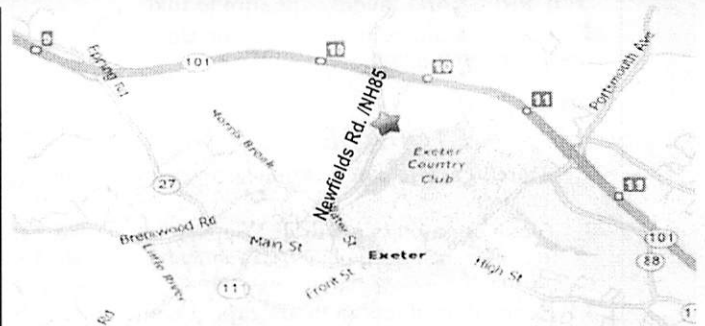
**FROM THE  
WORKBENCH**

Rust Remover  
Wood Preservatives  
Paint Thinners  
Oil Based Paints  
Solvents  
Degreasers  
Mercury

**LIMIT PER HOUSEHOLD: 10 GALLONS or Equivalent**  
**LATEX Paint and Alkaline Batteries not Accepted (not hazardous)**  
**NOTE: Electronic Recycling will not be held at HHW day.**

**IMPORTANT NOTE:**

The following wastes **cannot be accepted**:  
Gas Cylinders, Explosive Materials, Ammunition,  
Radioactive Materials, Infectious and Biological  
Wastes, Prescription Medicines/Syringes,  
Esters, and Unknown Materials.  
*Please don't bring them!*



**COLLECTION IS FOR EXETER, STRATHAM, NEWFIELDS, EAST KINGSTON,  
EPPING, SEABROOK & SOUTH HAMPTON RESIDENTS ONLY**

Sponsored by the Towns of Exeter, Stratham, Newfields, East Kingston, Epping, Seabrook & South Hampton.  
Organized by Rockingham Planning Commission—778-0885.  
For more information: Exeter: 778-0591; Stratham: 772-4741; Newfields: 772-5070;  
East Kingston: 642-8406; Epping: 679-5441; Seabrook: 474-9771; and South Hampton: 394-7696

**\*\*\* A DONATION OF \$5 PER HOUSEHOLD IS REQUESTED TO HELP OFFSET COSTS. \*\*\***



**PLEASE  
NOTE:**

# WE WILL NOT BE COLLECTING ELECTRONICS AT THE 2017 HOUSEHOLD HAZARDOUS WASTE

## TIPS ON TOXICS

### PURCHASE

- ⇒ Read the label. Look for the words "non-toxic" and compare products;
- ⇒ Use non-toxic alternatives. Many times a general household cleaner is just as effective as a specialized product;
- ⇒ Buy only what you need;
- ⇒ Buy products with child-proof packaging;
- ⇒ Buy non-aerosol products. Aerosols produce a fine mist which, when breathed, can settle deep in the lungs. Chemicals are then quickly absorbed into the bloodstream. Aerosol cans can explode if stored near heat or flame.

### USE

- ⇒ Use products in a well ventilated room and avoid breathing fumes. Take breaks and work outside whenever possible;
  - ⇒ Wear protective clothing;
  - ⇒ NEVER mix products. Combining ammonia and chlorine bleach produces deadly chlorine fumes. Mixing chemicals can even cause explosions;
  - ⇒ Use only the recommended amount. Twice as much is not twice as good and may be twice as toxic.
- IF PREGNANT, avoid exposure to toxics;
- ⇒ In case of poisoning call Poison Control at (1-800-562-8236).

### STORAGE

- ⇒ Store in a safe place. Keep all toxics away from children;
- ⇒ Close containers securely. Some products like gasoline, oil-based paint & thinner can evaporate & pollute the air where they are stored.
- ⇒ Keep all products in their original containers.

### DISPOSAL

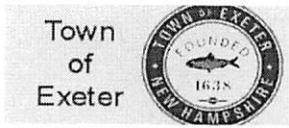
- ⇒ Use up a product to there is nothing left to dispose; — the simplest of all disposal solutions!
- ⇒ Donate leftover paints and other products to a service organization. Make sure the product is securely packaged and well labeled;
- ⇒ Take motor oil to a recycling center in your area. Some service stations accept used motor oil; many Towns do at their public works garages, including Exeter and Stratham;
- ⇒ Never pour harmful chemicals down the drain or on the ground. These chemicals include pesticides, paints, preservatives, automotive products, home hobby chemicals and cleaning fluids;
- ⇒ Take your household toxics to the household hazardous waste collection. Individuals can take left-over chemicals to a central collection point and the chemicals are disposed of at licensed treatment and disposal facilities;
- ⇒ Take advantage of New Statewide programs for LEAD SINKER AND NiCd BATTERY ⇒ disposal — available year round. For the location of disposal sites in the area contact the NHDES or the Rockingham Planning Commission at the numbers shown below.

### FOR MORE INFORMATION CALL...

NH Poison Control —	1-800-562-8236
NH Dept of Environmental Services —	271-2047
Rockingham County/UNH Coop. Ext.—	679-5616
Rockingham Planning Commission —	778-0885

### WHEN MAKING PURCHASES, AVOID PRODUCTS CONTAINING:

***Benzine, Toluene, Naphthalene, Trichloroethylene, Tetrachloroethylene,  
Methylene, Chloride, Carbon Tetrachloride***



Russ Dean <rdean@exeternh.gov>

**Fwd:**

**DONALD** <dclement43@comcast.net>  
To: Russ Dean <rdean@exeternh.gov>  
Cc: Anne Surman <annesurman3@gmail.com>

Tue, Sep 19, 2017 at 1:24 PM

Russ. Can we include this in the packet and possibly place the enclosed picture and comments on the web site

Sent from XFINITY Connect Mobile App

----- Original Message -----

From: Anne Surman  
To: Donald Clement, Russ Dean, Daniel W. Chartrand, Julie D Gilman, Kathy Corson  
Sent: September 19, 2017 at 1:12 PM  
Subject: Fwd:

To my fellow Board of Selectman members and the Town Manager,

As you may recall in my Committee meeting report at our BoS meeting of September 11, 2017, I brought up the fact that this stone hobby that has become popular has now caused a problem that fortunately did not harm any living creatures, but did cost the mower a new blade. We must somehow get the word out that these stones are not be placed on the ground where a lawnmower could hit one. Short of getting this in the ENL, I am not sure what the answer is other than educating the public and discouraging this hobby in the Swasey Parkway and frankly any of our town parks. I am not a big fan of signs for this kind of thing, simply because they could easily be missed, but I welcome any viable suggestions

Thank you.  
Anne

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