

**Exeter Board of Selectmen Meeting  
Monday, April 3<sup>rd</sup>, 2017, 6:45 p.m.  
Nowak Room, Town Office Building  
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Board Interviews – Water/Sewer Advisory Committee, Memorial Day Parade Committee
3. Public Comment
4. Minutes & Proclamations
  - a. Proclamations/Recognitions
5. Approval of Minutes
  - a. March 27<sup>th</sup>, 2017
6. Appointments
7. Discussion/Action Items
  - a. Wastewater Facility Construction Engineering Services Contract
  - b. NHDES Drinking Water TTHM Administrative Order
  - c. Solid Waste RFP Discussion
  - d. Selectboard Committee Reviews
  - e. Selectboard Representatives: Committees
  - f. Selectboard Goal Setting Session
8. Regular Business
  - a. Tax, Water/Sewer Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Selectmen's Committee Reports
  - e. Correspondence
9. Review Board Calendar
10. Non-Public Session
11. Adjournment

Don Clement, Chairman  
Exeter Selectboard

Posted: 3/31/17 Town Office, Town Website

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

AGENDA SUBJECT TO CHANGE

3/27  
6:50pm



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

**Statement of Interest  
Boards and Committee Membership**

Committee Selection: Exeter Memorial Day Parade

New  Re-Appointment  Regular  Alternate

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

Registered Voter: Yes  No

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

Helped out behind the scenes last year.

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

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

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Selectmen
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

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

Signature: [Signature] Date: 3-1-17



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

**Statement of Interest  
 Boards and Committee Membership**

**Committee Selection:** Water and Sewer Advisory Committee

**New**       **Re-Appointment**       **Regular**       **Alternate**

**Name:** Ben Mosher      **Email:** mosherbr@cdmsmith.com

**Address:** 28 Hampton Falls Road, Exeter      **Phone:** 603-770-9965

**Registered Voter:** Yes       No

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

Having been a resident of Exeter for the past 17 years and having benefited from the many positive aspects of our community, I am interested in giving back by volunteering for a committee. Per my attached resume, I am a registered Professional Engineer and employed by a environmental consulting firm which specializes in water and wastewater infrastructure projects. Based on these skills and experiences, I believe I would be able to make positive contributions through membership on the Water and Sewer Advisory committee. During my time living in Exeter, I have followed the numerous challenges which have faced our water and wastewater systems and would look forward to assisting the Town address current and future challenges in any way that I can.

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

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

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Selectmen
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

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

Signature: Ben Mosher      Date: 3/29/17

**Benjamin R. Mosher, P.E., BCEE, ENV SP**  
28 Hampton Falls Road, Exeter, New Hampshire, 03833  
Phone: 603-772-0125  
E-Mail: [benmosher@comcast.net](mailto:benmosher@comcast.net)

## Summary

- Currently employed as an Associate Environmental Engineer and Technical Delivery Manager of the Northeast Water Services Division of CDM Smith
- Registered Professional Engineer (PE) (Four States), Board Certified Environmental Engineer and Certified Envision Sustainability Professional (ENV SP)
- Experienced in managing a diverse array of large-scale environmental engineering projects

## Academic Background

**Master of Engineering in Environmental and Water Quality Engineering;**  
Massachusetts Institute of Technology, Cambridge, MA  
Graduated June, 2000; Cumulative GPA 4.5/5.0

**Bachelor of Science in Civil and Environmental Engineering;**  
University of Rhode Island, Kingston, RI  
Graduated May, 1999; Cumulative GPA 3.9/4.0 (Highest Distinction)

## Employment History

- CDM Smith, Associate Environmental Engineer, Manchester, NH, 1999-Present
- Bedford Design Consultants, Engineering Intern, Londonderry, NH; Summer 1998
- State of New Hampshire Department of Environmental Services, Water Supply and Pollution Control Division, Surface Water Quality Intern, Concord, NH; Summer 1997

## Professional Registrations and Associations

- Licensed Professional Engineer (NH No. 11239, MA No. 46394, CT No. 26667, FL No. 77175)
- American Academy of Environmental Engineers Board Certified Environmental Engineer
- Institute for Sustainable Infrastructure Envision Sustainability Professional (ENV SP)
- Water Environment Federation/New England Water Environment Association (Former Committee Chair)
- New Hampshire Water Pollution Control Association
- American Water Works Association/New England Water Works Association
- New Hampshire Department of Environmental Services committee for redevelopment of Chapter Env-Wq 700 - Standards for Design and Construction for Sewerage and Wastewater Treatment Facilities (2014)
- New England Interstate Water Pollution Control Commission:
  - Chairperson for rewriting of Chapter 5 of Publication TR-16 (Guide for the Design of Wastewater Treatment Works), (2012); and
  - Committee for development of new guide on Storm Resiliency and Adaptation Needs for Wastewater Treatment Plants in the Northeast (2015).

## Recent Project Experience

### *Wastewater-Related Experience*

**Project Manager, Norwalk Water Pollution Control Facility (WPCF) Upgrade, Norwalk, Connecticut.** Served as the project manager for the multi-phase upgrade to the Norwalk WPCF. Phase I of the upgrade program entailed the construction of a new 95 mgd combined sewer overflow/wet weather preliminary treatment facility. Phase I was constructed in 2012 for a total project cost of approximately \$37 million. Phase II of the upgrade program

involved the design of a low level nitrogen removal system which utilized a four stage biological process combined with a new 30-mgd membrane filtration system. Construction of Phase II is currently on hold pending the ability of the city and state to secure the approximately \$88 million in construction funds.

**Project Manager, Ultraviolet, Supervisory Control and Data Acquisition (SCADA) and Plant Water System Upgrade, NHDES - Winnepesaukee River Basin Program, Wastewater Treatment Facility, Franklin, New Hampshire.** Managed the design of a new 36-mgd ultraviolet light (UV) disinfection facility at the Franklin WWTF. Construction of the project was completed in 2013 for a project cost of approximately \$9 million.

**Project Manager, Water Pollution Control Facility (WPCF) Upgrade, Ansonia, Connecticut.** Managed design services for an upgrade to the city's WPCF to meet new permit limits for total nitrogen and phosphorus. The existing plant was upgraded to a 3.5-mgd (12-mgd peak) anoxic/aerobic activated sludge (Bardenpho) process for advanced nutrient removal. The construction phase of the project was completed in 2011 with less than 1% change orders for a total project cost of approximately \$47 million.

### ***Organic Waste to Energy Experience***

**Project Manager, Organics to Energy Program, Greater Lawrence Sanitary District, North Andover, MA.** Managed the planning and design for expansion of an anaerobic digestion facility at the 50 mgd GLSD treatment plant. The expansion, which is currently under construction, will enable the facility to accept, process and convert up to 140,000 tons per year of source separated organic food waste to renewable electricity, usable heat and fertilizer for beneficial reuse. Combined heat and power (potentially up to 3 MW) from the project will likely enable the facility to achieve net zero electricity status and potentially feed power back to the local utility grid while supplying heat required for the digestion process and other heat uses at the facility.

**Project Manager, Biosolids to Fertilizer Production Facility, Anuvia Corporation, Zellwood, FL.** Managed the design of a facility which is able to produce approximately 210 tons per day of high nutrient ammonia sulfate fertilizer containing approximately 20 percent biosolids. The facility utilizes a proprietary two-stage hydrolysis and granulation process which results in a granular product that meets all EPA standards for Class A exceptional quality biosolids. The ~\$56M project was completed on an accelerated schedule and the facility was placed in to operation in Q1 2016.

**Project Manager, Source Separated Organics Co-digestion Studies, Various Communities in Massachusetts.** Managed and was the primary author of organics to energy anaerobic digestion studies intended to evaluate the potential diversion of organic material from the solid waste stream and into existing or new anaerobic digestion capacity around the Commonwealth. These studies were completed for the Greater Lawrence Sanitary District, Town of Millbury, and Town of Ayer.

**Project Manager, Anaerobic Digestion/Energy Recovery Project, Lewiston-Auburn Water Pollution Control Facility, Maine.** Managed the preliminary design of a new anaerobic digestion facility and combined heat and power (CHP) project at the 14-mgd Lewiston-Auburn Water Pollution Control Authority (LAWPCA) treatment facility. The facility was placed into operation in 2013 for a total project cost of approximately \$16 million.

**Project Manager, Dairy Processing Facility Industrial Pretreatment Facility (IPF) Upgrade, Confidential Client, Southern New Hampshire.** The analysis and preliminary design work completed during this project outlined an industrial pretreatment facility expansion project which included the addition of gravity separation unit before the existing Bulk Volume Fermenter (BVF), conversion of an existing SBR to a steady state activated sludge process and installation of a new anaerobic solids digester. The final design of this project is currently on hold pending funding.

Draft Minutes

Exeter Board of Selectman

March 27, 2017

1. Call Meeting to Order

Chairman Don Clement called the meeting to order at 6:45 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Ann Surman, and Selectwoman Julie Gilman. Town Manager Russell Dean was also present.

2. Board Interviews

The Board interviewed Joanne Petito for the Zoning Board of Adjustment in the Wheelwright Room.

3. Public Comment

Len Benjamin 8 Windemere: Would like to request the Selectman ask the Exeter Sportsman Club to appear before the Board to discuss numerous items. They just had the range expansion approved by the Planning Board and that Board discussed that noise issues was not a matter they could take up. He would like the Selectboard to weigh in on this. Selectman Clement said that the Planning Board did approve the site plan for the new shoot houses. Which raises an interesting point and he would like to have Mr. Dean speak on this. Mr. Dean said they have a memo that they are ready to issue the permit once it is requested due to the planning board approval. Selectwoman Gilman said to Mr. Benjamin's point they asked the club to provide more information on noise issues, and they were due for an update. Selectwoman Surman said this needed to be addressed since there had been a lot of discussion on this. Selectman Clement said the Board would feel comfortable to ask the club to come in and discuss the stewardship plan. This was confirmed. Selectman Clement asked if they should allow the building permit to be issued prior to this meeting or wait. Selectwoman Surman and Selectwoman Gilman said they should wait. Selectwoman Gilman had concerns about this because the planning board had approved it without a stipulation that they had to appear before the selectman before getting a building permit. The Board agreed they would ask Mr. Eastman to hold on issuing the building permit until this meeting could be held. Selectwoman Surman said that the board is a landlord of this, and they are not trying to stop due process.

4. Approval of Minutes

a. March 13, 2017

Selectman Clement had one minor edit, on the first page it read "Mr. Dean would be at town hall" this should read as town office instead.

**MOTION:** Selectwoman Gilman moved to approve the March 13, 2017 meeting as amended.

Selectwoman Surman seconded

b. March 21, 2017

**MOTION:** Selectwoman Gilman moved to approve the March 21, 2017 and Selectwoman Surman seconded. The motion passed unanimously.

5. Appointments—Water Sewer Advisory Committee

**MOTION:** Selectwoman Gilman moved to appoint Kelly Warner to the Water Sewer Advisory Committee to a term due to expire 4/30/2018, Selectwoman Surman seconded. The motion passed unanimously.

**6. Discussion Action/Items**

**a. 79-E Public Hearing: Soaring Hawk LLC**

Selectwoman Gilman had concerns about making this a public hearing as they do not have a full board tonight. Discussion ensued and they decided to continue the public hearing to another meeting as this had been noticed as a public hearing for this meeting.

**MOTION:** Selectwoman Gilman moved to open the public hearing for 79-E, Selectwoman Surman seconded. The motion passed.

Darren Winham appeared before the Board to discuss this project. He provided information that was included in the packet. The question before the Board is what will be the relief, the state has parameters and the town can look at this to decide what to give an applicant. Mr. Winham brought examples of covenants that other towns have used and they could use these as guidelines to prepare their own with town counsel. Selectwoman Gilman said this meets all the particulars. Mr. Winham said the public should understand this starts at the base after the Selectman approval. That is the number they start at. Selectman Clement had a question about the residential unit, as there is only 1 unit and it is associated with the enterprise operating there. He wonders if that really qualifies due to that. Mr. Winham said he believes it does qualify. Selectwoman Surman that the public benefit rules were loose, she is curious about how other towns have been implementing this. Public benefit could mean several different things. Mr. Winham said that they planned to use this application as the template going forward so this would set the precedence. Selectman Clement asked what would happen if there were a transfer of ownership during the tax relief period. Mr. Winham said this would be included in the covenant. Selectwoman Gilman liked the covenant example from Durham and they thought they should build on this and send to town counsel for review. Selectman Clement wondered if they should do this without the full board being present. Selectwoman Gilman said she just wants to see one stating Exeter instead of Durham. Steve Kaneb owner of Soaring Hawk appeared before the Board. He does not want to belabor this but he wanted to provide a brief overview. The relief would be approximately \$10-11,000 a year. They are ready to make a substantial investment, the size of the investment is because of what Seadog would like to put there. They have a letter of intent with Seadog, and the framework of the deal. They do not have a signed lease yet.

**MOTION:** Selectwoman Gilman moved to continue the public hearing until the next meeting on April 10, 2017, Selectwoman Surman seconded. The motion passed unanimously.

**b. Grant Acceptance: \$200 New Hampshire Preservation Alliance for Raynes Barn**

Bill Campbell appeared before the Board to discuss this grant, the grant will provide an expert to come in and talk to the Conservation Commission and assess the barn. He asks the Board to accept the grant.

**MOTION:** Selectwoman Gilman moved to accept the grant and designate the town manager to sign the paper work. Selectwoman Surman seconded. The motion passed unanimously.

**c. MS2 Certificate of Appropriation**

Mr. Dean explained that this needs to be approved every year. All financial articles were approved this year at town meeting. Mr. Dean explained the form to the Board and asked them to sign the document.

**d. Review Committee Appointments List**

Selectman Clement explained that they annually review selected committees and determine if they should continue or not. It is also time for the appointments and reappointments for committee members. The members are contacted and given a deadline on whether they want to continue to serve or not and town staff is working on this. The Board will also have to determine the Selectman's representatives for various committees for the next year. Selectman Clement said some committees were missing from the list that needed selectman representatives, he asked that these be added along with the day and time that they meet. Selectwoman Gilman said they also needed an alternate Selectboard representative for the planning board.

**e. Review of Town Meeting Results**

The ballot was included in the packet. Selectman Clement stated that every article passed, every bond issue passed. Selectman Clement said that there was a petition article that passed on the winter parking ban. How does the Board want to proceed with this. Selectwoman Surman said no money was attached to this, so if they ask the Chief of Police and DPW to study this. At the deliberative session, the applicant had almost talked himself out of this after talking to many people but out of respect for the people who signed the petition he would move it forward but he did not assign any money to it. Selectwoman Gilman said they have an opportunity to study what the parking ban is now and what it could become. DPW, Fire and Police need to get together to talk about this. Selectman Clement suggested they bring this back at the next meeting for full Board discussion. Selectman Clement said the Selectboard is now also the Cemetery Trustees. Selectwoman Gilman said there is a fund involved, and they should come up with their plans for expansion or reuse. Mr. Dean wanted to just remind the Board of the budget items that were approved and how they would evolve as they moved forward. Mr. Sharples also supplied a memo on the grant for Epping Road, Winter Street, and Spring Street sidewalks, indicating that this would take a couple years to complete. Selectman Clement said the three Selectboard members in attendance attended a recount for the Library Trustees.

**f. Selectboard Goal Setting Session**

Selectman Clement said the Board had been doing this for several years, he would like to wait to be able to engage the entire Board. They need to discuss when to have this session, and the format to use. Should the format remain the same or should they try something else. This is usually done at the end of April, so they have time to discuss these items. Selectwoman Surman felt it would be great if they could do a smaller version of what happened with the master plan. That was a strategic overview that had so much energy and not just individual goals. Mr. Dean said that if the Board feels momentum with strategic plan and wants to move forward with this, they would need to take some time to get this together. Selectman Clement said the master plan was supposed to help guide them so they could wait a bit longer to set the goals to get something like this together.

**7. Regular Business**

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



**MOTION:** Selectwoman Surman moved to deny the veterans credit for 103/13/28, Selectwoman Gilman seconded. The motion passed unanimously.

**MOTION:** Selectwoman Surman moved to deny the veterans credit for 80/6/28. Selectwoman Gilman seconded. The motion passed unanimously.

**MOTION:** Selectwoman Surman moved to approve an abatement for 70/119/1 in the amount of \$2000, Selectwoman Gilman seconded. The motion passed unanimously.

**MOTION:** Selectwoman Surman moved to approve an abatement for 73/259 in the amount of \$544. Selectwoman Gilman seconded. Selectman Clement voted nay. Motion carries 2-1.

**MOTION:** Selectwoman Surman moved to approve the abatement for 73/259 in the amount of \$558.91, Selectwoman Gilman seconded. Selectman Clement voted in the nay. The motion passed 2-1.

**MOTION** Selectwoman Surman moved to approve an elderly exemption for 80/6/24 in the amount of \$236,251, Selectwoman Gilman seconded. Motion passed unanimously.

**MOTION:** Selectwoman Surman moved to approve an elderly exemption for 104/79/220 in the amount of \$152,251, Selectwoman Gilman seconded. Motion passed unanimously.

**MOTION:** Selectwoman Surman moved to approve an elderly exemption for 104/79/605 in the amount of \$183,751, Selectwoman Gilman seconded. Motion passed unanimously.

**MOTION:** Selectwoman Surman moved to approve a disability exemption for 87/14/17A in the amount of \$125,000, Selectwoman Gilman seconded. Motion passed unanimously.

#### **b. Permits & Approvals**

**MOTION:** Selectwoman Gilman moved to approve application from Exeter Area Greater Federation Women's Club for town hall main floor, lobby and a plywood sign to be displayed May 28-June 3. With the event June 3, 2017 8 a.m. -12 Noon. Selectwoman Surman seconded. The motion passed unanimously.

#### **c. Town Managers Report**

Mr. Dean discussed the administrative order by consent for TTHMs, this item has come from the NHDES. The reason it is here, is because they are looking for the town to look this over and sign off on it. He asked the Board to look this over. Mr. Clement asked if there was a deadline for this. Mr. Dean said they were looking to get it back before April 30 since they would like to start work at this time. Selectman Clement asked if the DPW was OK with this. Mr. Dean said they were, they had reviewed it. Selectwoman Surman asked if they agreed with the violations under section D. Mr. Dean confirmed this but would look at number 2 again to make sure. Mr. Dean also said that he wanted to talk about the solid waste RFP. This was included in the packet. They would like to get this RFP out as soon as possible. The current contract expires at the end of May, they do not have the ability to take a lot of time to renew. He requests the Board look through this and any issues they would like to see or revisit. Selectwoman Gilman said in comparison to previous contract the issues seemed to be buttoned more tightly. Selectwoman Surman said she has made it clear she is unhappy with our current vendor and what happens if they come in with the lowest bid. Selectman Clement said they have many items to look at when accepting a bid. Mr. Perkins appeared before the Board and said that our current vendor has

not made any indication they are interested in re-bidding. Selectwoman Gilman said she has had a few people ask her about yard waste being more than twice a year and asked that this be discussed maybe add a mid-summer pick up. Selectwoman Gilman also said that the collection of municipal waste, that mentioned 4 public containers and this should say Municipal. Selectwoman Surman asked if there was a way to put something in about pick up times or get a notice if they were not going to come on time. Selectman Clement wanted to stress that the single stream be included in the RFP as this is a must. The plastics should be accepted up to number 6, and they should try to encourage more recycling. Service is also important, including the resident's bins. Mr. Dean wanted to mention the county tax situation, they have a desire to bill twice a year and change to a July to June fiscal year. They had a meeting last Friday and they got assurances at that meeting that it wasn't something they intended to cause any artificial inflation in the tax rate. It was a positive meeting, they promised a plan on how to implement this if it moves forward. Mr. Dean also wanted to thank Kevin St. James for offering CPR training over two days for town staff. Also, Mr. Dean wanted to say the recreation department is working on a revision of their capital project.

#### **d. Selectboard Committee Reports**

Selectwoman Surman had a conservation commission meeting last week, and the Shafmaster project was on the agenda with a presentation. She thanked them for doing this, as it was very informative. They had a couple of eagle scouts working with them on the trails and Bob Kelly appeared with Comcast for the Comcast Cares day and they will be replacing a lot of plants that need replacing on the trails.

Selectwoman Gilman said they chose a contractor to do a work on the restoration on the stones for the Cemetery project. They have a big requirement for public awareness and they are talking about having an open days for volunteers to help out. The contractor is very willing to show people how to do the work. Selectwoman Gilman wanted to go over a couple state items, the budget is being considered now, and there is a house presentation on Monday the 3<sup>rd</sup>. Also, SB3 which is redefining what is domicile for voting purposes. The way it is proposed right now would make a lot more work for the town. The way it is worded now, someone could have 10 days after the vote to prove they live where they say they live.

Selectman Clement attended a Planning Board meeting last week. Tuck Realty attended and their project was continued to another meeting. Avesta came in for some changes from the original approval, they asked to reduce by 21 parking spaces along with a change in the roof design so they can go solar.

#### **e. Correspondence**

- Letter from Department of Environmental Services
- Letter from New Hampshire Retirement System. Mr. Dean thanked Finance for their hard work on the audit.
- Public Hearing on Cell Tower in Stratham.
- Letter from the YMCA that they are following up on.
- Legislative Bulletin

#### **8. Review Board Calendar**

Selectman Clement wanted to suggest having a meeting next Monday, April 3 as they have items that need to move forward. He would like to also like to discuss how to have the Horsley Witten interview the Selectboard. Selectman Clement also would get something out to discuss in a nonpublic session.

**9. Non Public Session**

There was no non public session.

**10. Adjournment**

Selectwoman Gilman moved to adjourn at 9:04PM, seconded by Selectwoman Surman. The board stood adjourned at 9:04 p.m.

Respectfully Submitted,

Jennifer Dionne, Recording Secretary



## 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: April 3, 2017

TO: Russell Dean, Town Manager

FROM: Jennifer R. Perry, P.E., Public Works Director

RE: Wastewater Treatment Facility Upgrades, Construction Phase Engineering Contract, Recommendation of Award

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After successful competitive bidding, the Town has recently made notice of award for construction of the Wastewater Treatment Plant, contract No. 1, at \$34,484,030 to Apex Construction. Notice to proceed cannot be given until the Town finalizes agreements for engineering construction phase professional services. The construction phase engineering contract with Wright-Pierce Engineering is being submitted for Board approval.

Wright-Pierce Engineers, Inc. of Portsmouth, NH, are the design engineers for the Wastewater Treatment Plant, Contract No. 1, the new Force Mains, contract No. 2 and the Main Pump Station, Contract No. 3. The Department of Environmental Services has reviewed and approved the Construction Phase Engineering Contract as has Mitchell Municipal Group and Primex. The Department concurs with the recommendation to award the contract to Wright-Pierce Engineering, who submitted the contract in the amount of \$5,626,000.

This project is financed through a NHDES Clean Water State Revolving Fund loan totaling \$53,580,000 with 5% principal forgiveness (SRF No. CS-330130-15). Subsequent contracts to complete the overall wastewater facility improvements for the Sewer Force mains (Contract No. 2) and the Main Pumping Station (Contract No. 3) will be issued for bidding in the next several months. It is anticipated that contract award (signing) and preconstruction conference will take place before the deadline of April 30, 2017, as stipulated in the Administrative Order by Consent (AOC). In short, the project is on schedule and within budget.

[Suggested language for motion:

*to award the Wastewater Treatment Facility Upgrades Construction Phase Engineering Contract to Wright-Pierce Engineering in the amount of \$5,626,000 and to authorize the Town Manager to sign said contract.*

**ENGINEERING CONSTRUCTION PHASE  
CONTRACT FOR PROFESSIONAL SERVICES  
FOR  
TREATMENT WORKS**

TOWN OF EXETER, NEW HAMPSHIRE

This AGREEMENT made and entered into at Rockingham County, New Hampshire, this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between Town of Exeter, hereinafter called the OWNER, and Wright-Pierce, hereinafter called the ENGINEER, with the approval of the State of New Hampshire Department of Environmental Services, Water Division ("DIVISION").

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works referred to as "Contract No. 1 – WWTF Upgrades" (issued for bidding in December 2016), "Contract No. 2 – Forcemain Upgrades" (once approved for bidding by OWNER and the DIVISION) and "Contract No. 3 – Main Pump Station Upgrades" (once approved for bidding by OWNER and the DIVISION), hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and full-time inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the Town of Exeter (Contract No. 1 – WWTF Upgrade, Contract No. 2 – Forcemain Upgrades, Contract No. 3 – Main Pump Station Upgrades). Refer to the attached Supplemental Scope of Services.

Said services shall include, but shall not necessarily be limited to:

1. General Construction Administration

~~a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements. Covered under the Design Contract.~~

~~b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable) Covered under the Design Contract.~~

~~c. Completion of formal contract documents for the award of contracts. Covered under the Design Contract.~~

d. Checking detail construction, shop and erection drawings submitted by the contractor.

e. Reviewing laboratory, shop, and mill test reports of materials and equipment.

f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.

g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.

h. Periodic inspection of work and final inspection.

i. Observing and reporting performance and qualifying tests required by specifications.

j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.

k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.

l. Consultation and advise during construction.

m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.

n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.

~~o. Provide and maintain construction control lines and grades. For sewers—offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites—base lines for layout and benchmarks. Provide layout coordinates and benchmarks.~~

p. Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.

q. Preparation of certificate of substantial completion and contract completion.

r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

2. Resident Inspection and Other Special Services

a. The ENGINEER agrees to provide at least one qualified Resident Project Representative (RPR) on the project site and one or more inspectors as necessary (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The DIVISION and the OWNER shall be notified in writing of the name of the ~~RPR resident engineer, assistant engineers, and construction inspectors,~~ and shall be provided with a brief history of the RPR's ~~resident engineer's~~ construction experience. The ~~RPR resident engineer~~ and his inspectors shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the ~~RPR resident engineer~~ to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement.

b. The ENGINEER agrees to provide supervision of initial start-up and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.

c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply three (3) sets of the completed manual, one (1) of which will be for the DIVISION. Also, one (1) pdf copy to the OWNER and DIVISION.

d. Preparation of record drawings of the work as constructed. Three (3) sets of prints to be furnished, one (1) of which shall be for the DIVISION. Also, one (1) pdf copy to the OWNER and DIVISION.

e. Provide special services as described in the Supplemental Scope of Services. Provide Application Engineer Services Supplier (AESS) services in accordance with Supplemental Scope.

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.

C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. Compensation to be Paid the ENGINEER

A. Method of Payment Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed Five million, six hundred twenty six thousand

\_\_\_\_\_ Dollars  
(\$5,626,000 \_\_\_\_\_).

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for his services under I (A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the work and shall not exceed Two million, eight hundred ninety thousand

\_\_\_\_\_ Dollars  
(\$2,890,000 \_\_\_\_\_).

2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

a. Resident engineering and supporting staff (as agreed to by the OWNER and DIVISION) as described under I (A)(2)(a) for a period of 900 working days, an amount not to exceed One million, five hundred forty nine thousand Dollars (\$1,549,000).

Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.

b. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of twelve (12) months, an amount not to exceed Three hundred forty eight thousand Two hundred Dollars (\$348,200).

c. For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed One hundred eighty two thousand Dollars (\$182,000).

d. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed Seventy seven thousand four hundred Dollars (\$77,400).

e. For special services as described under I(A)(2)(e), an amount not to exceed Five hundred seventy nine thousand Four hundred Dollars (\$579,400).

#### IV. Additional Covenants

A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be\* Edward J. Leonard, PE  
(name and address)

230 Commerce Way, Portsmouth, NH 03801

\* *Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.*

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION and the OWNER before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for his removal and replacement.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to the fullest extent permitted by law, the ENGINEER shall protect, indemnify, save, and hold harmless the OWNER, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result the negligent actions, inactions, or omissions of the ENGINEER or its agents, employees, contractors or subcontractors in the performance of the work covered by this AGREEMENT.

C. The ENGINEER further agrees to procure and maintain at his expense and provide proof of the following insurance:

1. Workmen's compensation insurance as is required by the statutes and providing employer's liability coverage;
2. Automobile insurance coverage in the amount of \$1,000,000 and name the OWNER named as an additional insured;
3. General liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000



aggregate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from his performance and the performance of his employees under this AGREEMENT, with the OWNER named as an additional insured..

4. Professional liability insurance with a minimum limit of \$2,000,000 per occurrence and \$4,000,000 aggregate.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.

G. The ENGINEER also agrees to provide in active residence and full time control at the site of the proposed construction a DIVISION approved lead RPR ~~registered civil engineer~~ and DIVISION approved RPRs ~~inspectors~~ (full time, part time) as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractor's conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The **Resident Project Representative** for the life of this contract shall be

Roy Babylon, Jr., 230 Commerce Way, Portsmouth,  
NH 03801

(Name and Address)

(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION and the OWNER before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace him promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISION'S Roster of Prequalified Engineers.

#### V. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation as determined by the DIVISION for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

ENGINEERING CONSTRUCTION PHASE CONTRACT  
For Professional Services for Treatment Works

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rockingham County, New Hampshire, the day, month, and year first above written.

**ENGINEER:**

WRIGHT-PIERCE

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

(Authorized Representative\*)

Date: 3/27/2017

**OWNER:**

TOWN OF EXETER

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

(Authorized Representative\*)

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

**APPROVED: \*\***

DEPARTMENT OF ENVIRONMENTAL SERVICES

Water Division

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

(Authorized Representative)

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

\* Signatures should be supported by appropriate document.

\*\* It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

**Exhibits:**

- A - Supplemental Scope of Services Document
- B - Resume of Project Engineer
- C - Resume of Resident Project Representative
- D - 5700 Forms
- E - Authority to Sign Contracts
- F - Certificates of Insurance

**ENGINEERING CONSTRUCTION PHASE CONTRACT  
For Professional Services for Treatment Works  
EXHIBIT A - SUPPLEMENTAL SCOPE OF SERVICES**

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The following pages provide a supplemental scope of services for the Exeter Project.

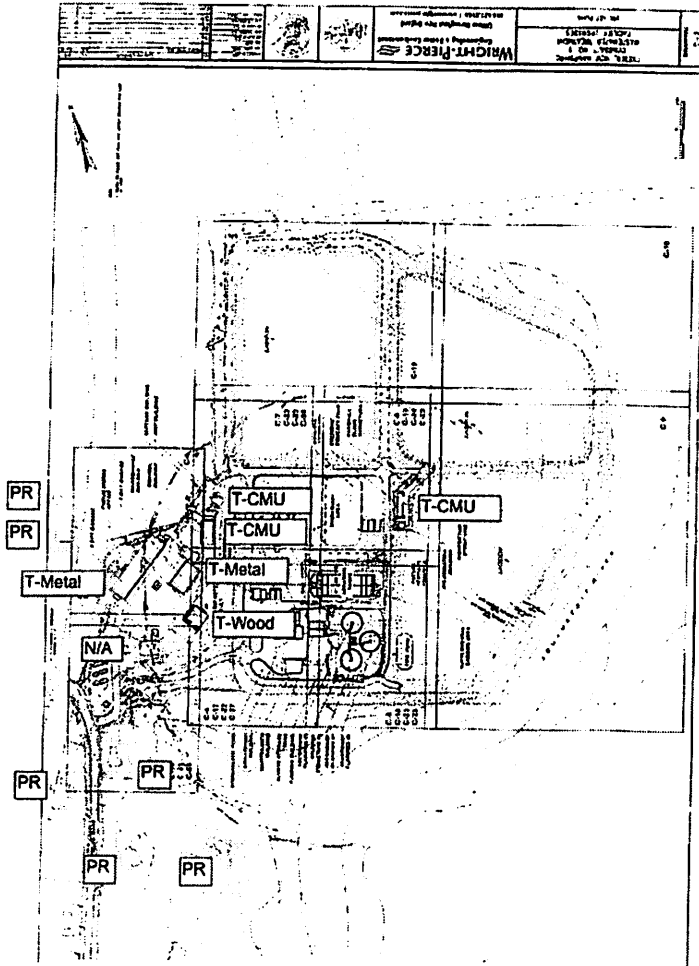
**Article I.A.1 General Construction Administration**

Add the following immediately after Article I.A.1.r:

- s. ENGINEER will prepare a “conformed set” of drawings (i.e., revised set including all addendum items), separate from the executed documents, for use in construction by all parties.
- t. ENGINEER will provide web-based software for technical submittals (Submittal Exchange) and for Davis-Bacon wage submittals (Elation Systems) for the duration of the project.
- u. ENGINEER will retain a geotechnical subconsultant (Haley & Aldrich) to advise regarding the support of excavation, construction dewatering and blasting elements of the work. Geotechnical subconsultant shall also install and monitoring geotechnical instrumentation shown on Drawing C-12B, including utility monitoring points, subsurface reference points, inclinometers and seismographs.
- v. ENGINEER will retain a professional land surveyor (Doucet Survey) to provide horizontal and vertical control points. Construction layout will be by the CONTRACTOR.
- w. ENGINEER will retain a fire alarm system subconsultant (Triangle Fire), at the request of the OWNER to review fire alarm system shop drawing submittals.
- x. ENGINEER will retain a wetlands subconsultant (Gove Environmental) to advise regarding invasive species management.
- y. ENGINEER will assist OWNER with Davis-Bacon compliance, American Iron and Steel compliance and preparation of SRF Disbursement Requests.
- z. ENGINEER will subcontract with a specialty materials testing firm to perform the quality assurance/quality control testing specified in Section 01400 of the Specifications. Services will include concrete, masonry, asphalt and compaction testing and reporting.
- aa. ENGINEER will subcontract with a specialty firm to perform a pre-blast survey of 9 CLIENT-owner structures and 6 private residential structures in advance of any on-site blasting activities as shown on the figure below. The survey will consist of video survey of the building exterior and interior for pre-construction conditions. CLIENT will provide assistance in obtaining permission to enter private property. No survey of private property will be done without prior written permission of the private property owner. The subconsultant will provide a brief report indicating the date and times of all inspections. An encrypted video recording will be maintained by the subconsultant for the duration of the Stature of Repose in the State of New Hampshire.

**ENGINEERING CONSTRUCTION PHASE CONTRACT  
For Professional Services for Treatment Works  
EXHIBIT A - SUPPLEMENTAL SCOPE OF SERVICES**

**Location of Structures to have Pre-Blast Survey**



- bb. ENGINEER will assist the town with renewal of its NPDES permit.
1. Identify supplemental laboratory sampling and testing which is necessary to complete the application forms for the Town. Sampling and analysis will be completed by the Town. Meet with the Town to collect the necessary data and to review the summary information.
  2. Tabulate data for use in the application forms, including summaries of effluent data, toxicity testing, industrial user discharges, and biosolids data.
  3. Submit one draft copy of the application package (EPA Forms 2A and 2S and supporting documentation) to the Town for review and comment. Update the application package to address all comments.
  4. Prepare two sets of the final application; one for submittal to EPA and one for Town files.
  5. Provide written responses to EPA and/or NHDES in order for the application to be considered "complete".

**Article I.A.2 Resident Inspection and Other Special Services**

Add the following immediately after Article I.A.2.a:

**ENGINEERING CONSTRUCTION PHASE CONTRACT**  
**For Professional Services for Treatment Works**  
**EXHIBIT A - SUPPLEMENTAL SCOPE OF SERVICES**

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1. Responsibilities and Limitations of Authority on Resident Project Representatives (This section is provided to match the provisions of Section 00800 SC-10.03 in Contract Nos. 1, 2 and 3).
  - A. ENGINEER will furnish the Resident Project Representative(s) with computer(s)/tablet(s) and appurtenances.
  - B. Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
    - 1 Duties and Responsibilities of Resident Project Representative:
      - 1.1 Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
      - 1.2 Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
      - 1.3 Liaison:
        - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
        - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
      - 1.4 Shop Drawings and Samples:
        - a. Record date of receipt of Shop Drawings and samples.
        - b. Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
        - c. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been reviewed by Engineer.
      - 1.5 Review of Work, Rejection of Defective Work, Inspections and Tests:
        - a. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
        - b. Report to Engineer whenever Resident Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
        - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and startups.
        - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

**ENGINEERING CONSTRUCTION PHASE CONTRACT**  
**For Professional Services for Treatment Works**  
**EXHIBIT A - SUPPLEMENTAL SCOPE OF SERVICES**

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- 1.6 Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  - 1.7 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with recommendations to Engineer. Transmit to the Contractor decisions as issued by Engineer.
  - 1.8 Records:
    - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
    - b. Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
    - c. Record names, address and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
  - 1.9 Reports:
    - a. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
    - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
    - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes, and Field Orders.
    - d. Report immediately to Engineer and Owner upon the occurrence of any accident.
  - 1.10 Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
  - 1.11 Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.
  - 1.12 Completion:
    - a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
    - b. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
    - c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- 2 Limitations of Authority of the Resident Project Representative:

**ENGINEERING CONSTRUCTION PHASE CONTRACT  
For Professional Services for Treatment Works  
EXHIBIT A - SUPPLEMENTAL SCOPE OF SERVICES**

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- 2.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer.
- 2.2 Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
- 2.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- 2.4 Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 2.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 2.6 Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- 2.7 Shall not authorize Owner to occupy the Project in whole or in part.
- 2.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

**3 Supplemental Inspections:**

- 3.1 Engineer will retain an independent coatings inspector for Contract No. 1 per Section 03930 (firm to be determined).
- 3.2 Engineer will retain an arborist for Contract No. 2 work in Swasey Parkway (firm to be determined).

**Article I.A.2.e. Application Engineer Services Supplier (AESS)**

Add the following immediately after Article I.A.2.e:

1. For **CONTRACT NO. 1**, ENGINEER will serve as the Application Engineer Services Supplier (AESS) and will provide services and SCADA computers and software, as defined below.
  - a. Develop PLC programming and HMI/SCADA screens as defined in specification Section 13441. The following new PLC-based panels require programming:
    - i. CBCP: Control Building control panel
    - ii. SBCP: Septage Building control panel (bid alternate)
    - iii. HBCP: Headworks Building control panel
    - iv. DBCP: Dewatering Building control panel
    - v. PBCP: Pumping Building control panel
    - vi. DSCP: Disinfection Building control panel
    - vii. RCP-1: Remote control panel at Aeration Tank 1
    - viii. RCP-2: Remote control panel at Aeration Tank 2
    - ix. RCP-3: Remote control panel at Supplemental Carbon Area
  - b. Add to PLC/SCADA through SCADA network as defined in specification Section 13441, including register addressing and developing/maintaining I/O and IP address list for the control panels listed above, as well as the CONTRACTOR provided panels, listed below:
    - i. MVCP: Master Valve control panel (11223C)
    - ii. VP1,2,3: Valve control panels (11223C)
    - iii. DCP1,2: Dewatering control panels (11365C)
    - iv. POL1,2: Polymer System control panels (11232A)
    - v. ACP1,2,3: Aeration Blower control panels (11373S)
    - vi. SLCP1,2: Sludge Tank Blower control panels (11373S)
    - vii. UVCP: UV Disinfection control panel (11234)

**ENGINEERING CONSTRUCTION PHASE CONTRACT**  
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- viii. ASCP: Plant Water automatic strainer control panel (11332A)
  - ix. SWBD-1: Main electrical switchboard for power monitoring
  - x. Generator and automatic transfer switch
  - xi. Fire alarm control panel
- c. Conduct a Pre-Instrumentation Coordination meeting with the CONTRACTOR and OWNER.
- d. Download PLC programming to the CONTRACTOR provided panels and conduct Factory Acceptance Tests (FATs) for the panels.
- e. Conduct Site Acceptance Tests (SATs) for the panels, programming and field installation. Testing will consist of a blend of simulated and live testing to verify operability and functionality.
- f. After all site testing is completed, update PLC programming and HMI/SCADA screen documentation to reflect field changes and the as-completed systems.
- g. Provide operations manual with functional description of PLC and HMI screen functionality.
- h. Conduct training sessions with the OWNER to review the control system and to answer questions after the OWNER has had time to operate the new system. Provide an agenda for the on-site training sessions. Training shall include:
- i. 3 days on-site after startup and commissioning
  - ii. 3 days on-site approximately 3 months after Final Completion
- i. Configure existing radio to provide continued connectivity to off-site pump stations. Provide modifications to off-site pump stations from serial radio to Ethernet over radio. Provide new hardware and panel modifications as necessary.
- j. Configure XL Reporter including 4 OWNER defined reports.
- k. Provide an additional 5 days of programming time during the first year, upon OWNER request.
- l. Provide the following SCADA hardware (13443):
- i. SCADA-1 Runtime workstation and SCADA-2 Development workstation. [Note: SCADA-3 Runtime workstation and SCADA-4 Thin Client workstation are existing to remain.]
  - ii. Firewall / VPN server, for secure remote access.
  - iii. Two tablet PCs (Microsoft SurfacePro) and specified appurtenances for mobile connectivity to SCADA Thin Client work station and mobile through Site.
  - iv. One 50" LCD Monitor for SCADA-4 Thin Client workstation
  - v. Two uninterruptible power supplies (UPS), one for each new SCADA workstation
  - vi. Miscellaneous items and spare parts as specified.
- m. Provide the following SCADA software (13443) in the OWNER's name:
- i. VTSCADA bundle upgrade consisting of 2 Development licenses, 1 Runtime license, one additional Alarm Dialer (for a total of two Alarm Dialer packages), unlimited internet (thin) clients and 1 operator training seat;
  - ii. Update two existing VTSCADA Runtime licenses to current version;
  - iii. VTSCADA License updates paid through one year warranty period (assume August 2020);



**ENGINEERING CONSTRUCTION PHASE CONTRACT**  
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- iv. XL Reporter, 1 license;
  - v. Allen Bradley Rockwell Studio 5000 PLC programming license.
2. For CONTRACT NO. 3, ENGINEER will serve as the Application Engineer Services Supplier (AESS) and will provide services and SCADA computers and software, as defined below.
- a. Develop PLC programming and HMI/SCADA screens as defined in specification Section 13441. The following panels are included:
    - i. MSCP: Main Pump Station control panel
    - ii. WWTF SCADA
  - b. Add to PLC/SCADA through SCADA network as defined in specification Section 13441, including register addressing and developing/maintaining I/O and IP address list for the control panels listed above, as well as the CONTRACTOR provided panels, listed below:
    - i. Channel Grinder control panel (11321)
    - ii. Generator and automatic transfer switch
    - iii. Fire alarm control panel
  - c. Conduct a Pre-Instrumentation Coordination meeting with the CONTRACTOR and OWNER.
  - d. Download PLC programming to the CONTRACTOR provided panels and conduct a Factory Acceptance Test (FAT) for the panels.
  - e. Conduct Site Acceptance Test (SAT) for the panels, programming and field installation. Testing will consist of a blend of simulated and live testing to verify operability and functionality.
  - f. After all site testing is completed, update PLC programming and HMI/SCADA screen documentation to reflect as-completed systems.
  - g. Provide operations manual with functional description of PLC and HMI screen functionality.
  - h. Conduct training sessions with the OWNER to review the control system and to answer questions after the OWNER has had time to operate the new system. Provide an agenda for the on-site training sessions. Training shall include:
    - i. 1 day on-site after startup and commissioning
    - ii. 1 day on-site approximately 3 months after Final Completion
  - i. Configure existing radio to provide continued connectivity to WWTF. Provide modifications to existing WWTF radio master unit and existing Main Pump Station remote control panel as necessary to support sequencing effort.
  - j. Provide an additional 1 day of programming time during the first year, upon OWNER request.
  - k. Provide the following SCADA software (13443) in the OWNER's name:
    - i. VTSCADA Runtime license with license upgrade fees paid through one year warranty period (assume Aug 2020).

PART I - GENERAL

1. GRANTEE / LOANEE - TOWN OF EXETER, NH		2. GRANT/LOAN NO. CS-330130-15	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - WRIGHT-PIERCE		4. DATE OF PROPOSAL 2/28/2017	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR ( Include ZIP ) 230 COMMERCE WAY, SUITE 302, PORTSMOUTH, NH 03801		6. TYPE OF SERVICE TO BE FURNISHED CONSTRUCTION ENGINEERING	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Principal	62	\$67.00	\$4,154	
Project Manager	1762	\$60.00	\$105,720	
Lead Project Engineer	4416	\$42.00	\$185,451	
Project Engineers	8298	\$37.00	\$307,026	
Engineering Technician	1092	\$26.00	\$28,392	
Bldg Design Engineers	6478	\$48.25	\$312,564	
Office Assistants	792	\$23.00	\$18,216	
Resident Project Reps.	14580	\$32.25	\$470,205	
AESS Programming Proj Mgr	680	\$58.00	\$39,440	
AESS Programming	3250	\$45.00	\$146,250	
DIRECT LABOR TOTAL:				\$1,617,418
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
ENGINEERS & RPRS	1.680	\$1,431,728	\$2,405,302	
AESS	1.150	\$185,690	\$213,544	
INDIRECT COSTS TOTAL:				\$2,618,846
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$109,250	
(2) PER DIEM			\$40,180	
TRAVEL COSTS TOTAL:			\$149,430	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
TELEPHONE, FAX, COPIES/PAPER				\$11,845
PRINTING				\$4,200
POSTAGE				\$1,100
EQUIPMENT SUBTOTAL :				\$17,145
c. SUBCONTRACTS			ESTIMATED COST	
Submittal Exchange Software			\$25,000	
Elation Software			\$23,000	
Haley & Aldrich			\$240,000	
Doucet Survey			\$10,000	
Triangle Fire (fka DeBlois)			\$2,000	
Gove Environmental			\$2,000	
Independent Coatings Inspector			\$3,000	
Arborist			\$5,000	
Materials Testing			\$160,000	
Pre-Blast Survey			\$5,000	
SUBCONTRACTS SUBTOTAL :			\$475,000	
d. OTHER (Specify categories)			ESTIMATED COST	
SCADA Hardware			\$77,900	
SCADA Software			\$2,950	
OTHER SUBTOTAL :			\$80,850	
e. OTHER DIRECT COSTS TOTAL :				\$722,425
10. TOTAL ESTIMATED COST				\$4,958,688
11. PROFIT				\$667,311
12. TOTAL PRICE				\$5,626,000

**PART III - PRICE SUMMARY**

13.	COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)	MARKET PRICE (\$)	PROPOSED PRICE

**PART IV - DIRECT LABOR BY CATEGORY**

14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS., START-UP, SPECIAL SERVICES, ETC.

Work category →	CA	RPR	SU	O&M	RD	AESS	Total Hours	Rate	Cost
Principal	24	0	16	16	2	4	62	67.00	\$4,154
Project Manager	1,412	0	256	66	12	16	1762	60.00	\$105,720
Lead Project Engineer	3,419	0	687	214	96	0	4416	42.00	\$185,451
Project Engineers	6,372	0	1,050	876	0	0	8298	37.00	\$307,026
Engineering Technician	485	0	0	22	585	0	1092	26.00	\$28,392
Bldg Design Engineers	5,657	0	555	190	76	0	6478	48.25	\$312,564
Office Assistants	666	0	0	110	16	0	792	23.00	\$18,216
Resident Project Reps.	0	14,580	0	0	0	0	14580	32.25	\$470,205
AESS Programming Proj Mgr	0	0	0	0	0	680	680	\$ 58.00	\$39,440
AESS Programming	0	0	0	0	0	3,250	3250	\$ 45.00	\$146,250
<b>Total - Hours</b>	<b>18,035</b>	<b>14,580</b>	<b>2,564</b>	<b>1,494</b>	<b>787</b>	<b>3,950</b>	<b>41410</b>		<b>\$0</b>
<b>Total - Direct Labor Cost</b>									<b>\$1,617,418</b>

comments:

**EDWARD J. LEONARD, PE**

Associate Vice President/ Senior Project Manager

PROJECT ASSIGNMENT: Senior Project Manager

**Education**  
 B.S., Civil Engineering,  
 University of  
 Massachusetts, Amherst

**Professional Registration**  
 Maine  
 Connecticut  
 New Hampshire  
 Massachusetts

**Experience**  
 23 Years

**Joined Firm**  
 2000

**Professional Affiliations**  
 Water Environment  
 Federation  
 New England Water  
 Environment Association  
 Maine Water Pollution  
 Control Association

**Publications**  
 Brown, W.E., Hankins,  
 W.D, Leonard, E.J.,  
 "Nutrient Control-Focus  
 on Nitrogen", Water  
 & Waste Digest,  
 September 2009

**Presentations**  
 Leonard, E.J., Michelsen,  
 D., "Succession Planning  
 Initiatives at the South  
 Essex Sewerage District,  
 Salem, MA", NEWEA  
 Conference, January 2017  
 Leonard, E.J., "A Multi-  
 Faceted Approach to  
 Addressing Nitrogen  
 Sources in Exeter, NH",  
 NEWEA Conference,  
 January 2016

**EXPERIENCE SUMMARY**

Mr. Leonard is a project manager in the Wastewater Practice Group with a wide-range of experience in planning, design and construction of wastewater and water facilities for municipal clients throughout New England. Since joining Wright-Pierce in 2000, Mr. Leonard has served as project manager and lead project engineer on numerous wastewater projects in Maine, New Hampshire, Connecticut and Massachusetts.

**RELEVANT PROJECT EXPERIENCE**

**Wastewater Management and Capital Improvements Planning**

- Wastewater Treatment and Nutrient Management Planning, Exeter, NH
- Nitrogen Tracking and Accounting System, Exeter, NH
- Wastewater Treatment Facilities Planning, Newington, NH
- Wastewater Treatment Facilities Planning, Farmington, NH
- Joint Base Cape Cod Water and Wastewater System Evaluation, Bourne, MA
- Oyster Pond Targeted Wastewater Management Planning, Falmouth, MA
- Comprehensive Water Resources Management Planning, Sandwich, MA
- Comprehensive Wastewater Management Planning, Orleans, MA
- Industrial Park Wastewater Management Planning, Hingham, MA
- Tri-Town Septage Treatment Facility Assistance, Orleans, MA
- WWTF Operations Review and Succession Planning, Salem, MA
- Wastewater Treatment Facilities Planning, Brunswick, ME
- Wastewater Treatment Facilities Planning, Old Orchard Beach, ME
- Wastewater Treatment Facilities Planning, Sanford, ME
- Water Pollution Control Facility and CSO Facilities Planning, Skowhegan, ME
- Sewer System Master Plan, Skowhegan, ME
- Dissolved Oxygen Concentration Evaluation, Confidential Client

**Wastewater Treatment**

- Wastewater Treatment Facility Upgrade, Exeter, NH
- Wastewater Treatment Facilities Upgrade, Newington, NH
- Wastewater Treatment Facility Upgrade, Newmarket, NH
- Wastewater Treatment Facility Upgrade, Dover, NH
- WWTF Bardenpho Upgrade, Durham, NH
- Wastewater Treatment Facilities Upgrade, Farmington, NH
- WWTF Adaptation Upgrades, Ogunquit, ME

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## EDWARD J. LEONARD, P E

Associate Vice President/ Senior Project Manager

Leonard, E.J., "Taking the Next Step in Adaptation Planning and Implementation in Ogunquit, Maine", NEWEA Conference, January 2015

Leonard, E.J., "Tackling Collaboration Challenges to Address Nitrogen Loading in Shared Watersheds", Cape Cod Coastal Conference, June 2013

Leonard, E.J., "Phased Implementation and Funding Agency Alphabet Soup Results in Improved Effluent Quality in Farmington, NH", NEWEA Conference, January 2013

Leonard, E.J., "Public-Private Partnership for a Shared Wastewater Solution in Sandwich, Massachusetts", NEWEA Conference, June 2012

Leonard, E.J., "Considerations for Full-Scale Application of Urine Diverting Toilets", NEWEA Conference, October 2010

Leonard, E.J., "Managing the Cost of Future Growth to Ensure the Sustainability of Small Wastewater Systems", NEWEA Conference, June 2010

Leonard, E.J., "Process Operational Adjustments Result in Energy Reductions and Project Phasing Opportunities: Wolfeboro, NH", NEWEA Conference, Boston, Massachusetts, January 2009

- WWTF Generator Upgrade, Hyannis, MA
- WWTF Primary and Secondary Clarifier Upgrades, Hyannis, MA
- Wastewater Treatment Facility Upgrade, Brunswick, ME
- Wastewater Treatment Facility Upgrade, Middleborough, MA
- Dewatering System Upgrade, Haverhill, MA
- Mattabassett District Wastewater Treatment Facility Upgrade, Cromwell, CT
- WWTF Dewatering Upgrade, Old Orchard Beach, ME
- WWTF Secondary Clarifier No. 1 Upgrade, Old Orchard Beach, ME
- WWTF Aeration Blower Upgrade, Old Orchard Beach, ME
- Water Pollution Control Facilities Upgrade, Manchester, CT
- Wastewater Treatment Facility Upgrade, Hudson, MA
- Wastewater Treatment Facility Upgrade, Sanford, ME
- Water Pollution Control Facilities Upgrade, Glastonbury, CT
- Water Pollution Control Facility & CSO Abatement Upgrade, Skowhegan, ME
- Water Pollution Control Facility Improvements, Old Town, ME
- Water Pollution Control Facility & CSO Abatement Upgrade, Old Town, ME
- Wastewater Treatment Facility Process Evaluations, Ogunquit, ME
- Wastewater Treatment Facility Upgrade, Gardiner, ME
- Wastewater Treatment Facility Dewatering System Upgrade, Wells, ME
- Wastewater Treatment Facility Upgrade, Wells, ME
- Wastewater Treatment Facility Evaluation, Rockland, ME
- Wastewater Treatment Facility Upgrade, Upton, MA\*
- WPCF Anaerobic Digester Upgrade, Meriden, CT\*
- WPCF Dechlorination Facilities, Meriden, CT\*

### Collection

- Sewer Repair & Replacement (Contract 1 and 2), Farmington, NH
- Sewer Extension Evaluation, Portsmouth, NH
- Davis Avenue Sewer Separation, Sanford, ME
- CSO Storage Tank and Pump Station Upgrades, Skowhegan, ME
- Infiltration and Inflow Evaluation, Skowhegan, ME
- Waterville Road Sewer Separation, Skowhegan, ME
- Waterville Road Sewer Extension, Skowhegan, ME
- Manhole Rehabilitation Project, Durham, NH
- Juniper Hill Sewer Extension Project, Ogunquit, ME
- Route 16 Sewer Relocation, Newington, NH

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## EDWARD J. LEONARD, P E

Associate Vice President/ Senior Project Manager

Leonard, E.J., "Public Outreach for a Downtown Infrastructure Project: Skowhegan, Maine", NEWEA, Conference, Boston, Massachusetts, January 2007

Leonard, E.J., "Nutrient Removal Strategy for Sanford, Maine", NEWEA, Conference, Boston, Massachusetts, January 2004

### Pump Stations

- Main Pump Station Upgrade, Exeter, NH
- Paul Brook and Shattuck Way Pump Station Upgrades, Newington, NH
- Mechanic Street Pumping Station Upgrade, Portsmouth, NH
- West Grand Pump Station Upgrade, Old Orchard Beach, ME
- Mousam River Pump Station Upgrade, Sanford, ME
- Smada Drive Pump Station Upgrade, Sanford, ME
- Route 109 Pump Station Upgrade, Sanford, ME
- Goodall Pump Station Upgrade, Sanford, ME
- Pump Station No. 1 Upgrade, Ogunquit, ME
- Pump Station No. 2 and HDD Forcemain Upgrade, Ogunquit, ME
- Pump Station No. 6 and HDD Forcemain Upgrade, Ogunquit, ME
- Pump Stations and Route 1 Sewer Extension, Wells, ME
- Pump Station Upgrades, Rockland, ME

### Composting

- Composting Facility, Sanford, ME

### General Building

- WWTF HVAC and Odor Control Upgrade, Wells, ME
- Administration Building Improvements, Millbury, MA (Upper Blackstone Water Pollution Abatement District)\*

### SCADA

- SCADA System Design, Old Orchard Beach, ME
- SCADA System Design, Skowhegan, ME
- SCADA System Evaluation, Meriden, CT\*
- Plant Wide SCADA Systems:
  - Wastewater Treatment Facilities Upgrade, Newington, NH
  - Water Pollution Control Facilities Upgrade, Manchester, CT
  - Wastewater Treatment Facility, Farmington, NH
  - Water Pollution Control Facilities Upgrade, Glastonbury, CT
  - Wastewater Treatment Facility Upgrade, Sanford, ME
  - Water Pollution Control Facility, Skowhegan, ME
  - Water Pollution Control Facility, Old Town, ME
  - Wastewater Treatment Facility Upgrade, Gardiner, ME
- Wastewater Treatment Facility Upgrade, Wells, ME

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**EDWARD J. LEONARD, P E**

Associate Vice President/ Senior Project Manager

**NPDES Permitting**

- Sanford Sewerage District - Maine DEP, Sanford, ME
- Skowhegan / Maine DEP, Skowhegan, ME
- Farmington / New Hampshire DES and EPA, Farmington, NH
- Newington / EPA, Newington, NH

**User Rates and Connection Fee Studies**

- JBCC, Bourne, MA - potential wastewater user rates and connection fees
- Newington, NH – wastewater user rates and connection fees
- Ogunquit Sewer District, Ogunquit, ME – wastewater user rates.
- Old Orchard Beach, ME – tax base vs sewer user rates
- Farmington, NH – water and wastewater user rates and connection fees
- Wells Sanitary District, Wells, ME – sewer capacity reserve fee
- Skowhegan, ME – tax base vs sewer user rates, capacity reserve fee
- Newington, NH – updates to sewer connection fees and surcharge fees

**Local Limits/ Sewer Use Ordinances/ Industrial Users**

- Technically-Based Local Limits, Sanford Sewerage District, Sanford, ME
- Technical Review, Confidential Client, ME
- Sewer Use Ordinance Update, Wells, ME
- Significant Industrial User Evaluations/Negotiations, Skowhegan, ME
- Sewer Use Ordinance Update, Newington, NH
- Local Limits Evaluation, Newington, NH

Mr. Leonard also worked for the Department of Environmental Protection in Hartford, Connecticut, as an engineer in the Urban Sites Remedial Action Program. In this capacity he had extensive contact with state agency representatives, consultants, attorneys and responsible parties to discuss the investigative and treatment alternatives available to delineate and/or mitigate contamination. He also managed technical and financial aspects of state-funded remediation projects.

**ROY BABYLON, JR**

Senior Resident Project Representative

**PROJECT ASSIGNMENT:** Senior Resident Project Representative

**Education**

A.S., Architectural  
Engineering Technology,  
New Hampshire Technical  
Institute

**Experience**  
33 Years

**Joined Firm**  
1984

**Professional Affiliations**

Soil & Water Conservation  
Society

**EXPERIENCE SUMMARY**

Mr. Babylon has over 33 years of construction inspection and engineering technician experience in civil and environmental engineering projects at Wright-Pierce.

**RELEVANT PROJECT EXPERIENCE**

**Wastewater**

- Wastewater Treatment Facility Upgrade, Dover, NH
- Wastewater Treatment Facility Upgrade, Leominster, MA
- Church Street Pump Station, Hampton, NH
- Pump Station and Rapid Infiltration Basins, Wolfeboro, NH
- Ocean Outfall and force Main, Old Orchard Beach, ME
- Wastewater Treatment Facility Upgrade, Durham, NH
- Pump Station, Hampton, NH
- Sanitary Sewer Interceptor and Pump Station, Londonderry, NH
- Wastewater Treatment Facility, York, ME
- Pump Station, Ogunquit, ME
- Sewer System Improvements, Kittery, ME
- Wastewater Treatment Facility Upgrade, Spencer, MA
- Wastewater Treatment Plant and Sewer Improvements, Stonington, ME
- Wastewater Treatment Plant, York, ME
- Wastewater Treatment Plant, Ogunquit, ME
- Wastewater Treatment Plant Upgrade, Kennebec Sanitary District, Waterville, ME
- Wastewater Treatment Plant Upgrade, Old Orchard Beach, ME
- Wastewater Treatment Plant, Plymouth, MA
- Wastewater Treatment Plant, Oak Bluffs, MA
- Regional Wastewater Sludge Handling Facility, Lawrence, MA

**Water**

- Rochester Salmon Falls Water & Sewer Upgrades
- Reservoir Water Treatment Plant Upgrade, Leominster, MA
- Membrane Water Treatment Facility, Hanover, NH
- Water Filtration Facility, Jackson, NH
- Ballasted Sand Water Treatment Facility, Somersworth, NH
- Water Treatment Plant Residuals Project, Lebanon, NH



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## ROY BABYLON

Senior Resident Project Representative

- Water Treatment Plant, Seabrook, NH
- Water Treatment Plant, Dover, NH
- Hillcrest Booster Pump Station Replacement Project, Lebanon, NH
- Water Improvements, South Berwick, ME
- Water Improvements, Waterboro, ME

### Civil/Highway

- Site Development, Portsmouth, NH
- Street Reconstruction and Water Main Installation, Wolfeboro, NH
- Water and Sidewalk Improvements, Wolfeboro, NH
- Multiple Roadway Reconstruction Projects, Rochester, NH
- Intersection and Roadway Reconstruction, Rochester, NH
- Highway Improvement, State of New Hampshire
- Interchange Upgrade, Durham, NH
- Site Planning, Ipswich, MA
- Street Reconstruction, Lowell, MA

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF

Form Approved DES 02/06

PART I - GENERAL

1. GRANTEE / LOANEE - TOWN OF EXETER, NH		2. GRANT/LOAN NO. CS-330130-15	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - WRIGHT-PIERCE		4. DATE OF PROPOSAL 2/28/2017	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR ( Include ZIP ) 230 COMMERCE WAY, SUITE 302, PORTSMOUTH, NH 03801		6. TYPE OF SERVICE TO BE FURNISHED CONSTRUCTION ENGINEERING	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Principal	62	\$67.00	\$4,154	
Project Manager	1762	\$60.00	\$105,720	
Lead Project Engineer	4416	\$42.00	\$185,451	
Project Engineers	8298	\$37.00	\$307,026	
Engineering Technician	1092	\$26.00	\$28,392	
Bldg Design Engineers	6478	\$48.25	\$312,564	
Office Assistants	792	\$23.00	\$18,216	
Resident Project Reps.	14580	\$32.25	\$470,205	
AESS Programming Proj Mgr	680	\$58.00	\$39,440	
AESS Programming	3250	\$45.00	\$146,250	
DIRECT LABOR TOTAL:				\$1,617,418
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
ENGINEERS & RPRS	1.680	\$1,431,728	\$2,405,302	
AESS	1.150	\$185,690	\$213,544	
INDIRECT COSTS TOTAL:				\$2,618,846
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$109,250	
(2) PER DIEM			\$40,180	
TRAVEL COSTS TOTAL:			\$149,430	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
TELEPHONE, FAX, COPIES/PAPER				\$11,845
PRINTING				\$4,200
POSTAGE				\$1,100
EQUIPMENT SUBTOTAL :				\$17,145
c. SUBCONTRACTS			ESTIMATED COST	
Submittal Exchange Software			\$25,000	
Elation Software			\$23,000	
Haley & Aldrich			\$240,000	
Doucet Survey			\$10,000	
Triangle Fire (fka DeBlois)			\$2,000	
Gove Environmental			\$2,000	
Independent Coatings Inspector			\$3,000	
Arborist			\$5,000	
Materials Testing			\$160,000	
Pre-Blast Survey			\$5,000	
SUBCONTRACTS SUBTOTAL :			\$475,000	
d. OTHER (Specify categories)			ESTIMATED COST	
SCADA Hardware			\$77,900	
SCADA Software			\$2,950	
OTHER SUBTOTAL :			\$80,850	
e. OTHER DIRECT COSTS TOTAL :				\$722,425
10. TOTAL ESTIMATED COST				\$4,958,688
11. PROFIT				\$667,311
12. TOTAL PRICE				\$5,626,000

**PART III - PRICE SUMMARY**

13.	<b>COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES</b> (Indicate basis for price comparison)	<b>MARKET PRICE (\$)</b>	<b>PROPOSED PRICE</b>

**PART IV - DIRECT LABOR BY CATEGORY**

14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS., START-UP, SPECIAL SERVICES, ETC.

Work category →	CA	RPR	SU	O&M	RD	AESS	Total Hours	Rate	Cost
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Engineering Technician	485	0	0	22	585	0	1092	26.00	\$28,392
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Resident Project Reps.	0	14,580	0	0	0	0	14580	32.25	\$470,205
AESS Programming Proj Mgr	0	0	0	0	0	680	680	\$ 58.00	\$39,440
AESS Programming	0	0	0	0	0	3,250	3250	\$ 45.00	\$146,250
<b>Total - Hours</b>	<b>18,035</b>	<b>14,580</b>	<b>2,564</b>	<b>1,494</b>	<b>787</b>	<b>3,950</b>	<b>41410</b>		<b>\$0</b>
<b>Total - Direct Labor Cost</b>									<b>\$1,617,418</b>

comments:

WRIGHT-PIERCE

**CERTIFICATE OF VOTE**

I, Paul F. Birkel, hereby certify that I am a duly elected Vice President of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on March 3, 2017, at which a quorum of the board was present and voting.


VOTED:

That any one or all of the following officers of Wright-Pierce, on behalf of the corporation, are authorized to execute all Wright-Pierce contracts, both service agreements and general contractual obligations:

John W. Braccio, President  
William E. Brown, Company Advisor  
Paul F. Birkel, Vice President  
Richard N. Davee, Vice President  
Jonathan C. Edgerton, Vice President  
Walter J. Flanagan III, Vice President  
Michael D. Giggey, Vice President  
Jeffrey P. Musich, Vice President  
John R. Nelson, Vice President  
Christopher N. Pierce, Vice President

I hereby certify that said vote has not been amended or repealed and remains in full force and effect.

Attest:

  
\_\_\_\_\_  
Paul F. Birkel, Vice President

Date: March 24, 2017



Exhibit F-1

WRIGHT--01

DLIBBY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2016

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

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

<b>PRODUCER</b> Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (207) 829-3450		<b>FAX (A/C, No):</b> (207) 829-6350	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b>  Wright-Pierce, c/o John Nelson 99 Main St Topsham, ME 04086	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	<b>INSURER A:</b> The Travelers Insurance		25674	
	<b>INSURER B:</b>			
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			

**COVERAGES**                                      **CERTIFICATE NUMBER:**                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6306G894369	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BA6G892930	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7G000536	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB6G893096	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Transportation			6306G894369	01/01/2017	01/01/2018	Leased&Rented Equip 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Includes the following States: ME, FL, MA, NH, NY, CT, RI

### CERTIFICATE HOLDER

### CANCELLATION

Town of Exeter  
13 Newfields Road  
Exeter, NH 03833

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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



**Clark B. Freise, Assistant Commissioner**

March 10, 2017

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

**Re: Docket No. 17-004 WD - Administrative Order by Consent agreement**  
Public Works/Water Treatment Plant, 13 Newfields Road, Exeter, NH

Dear Mr. Dean:

Enclosed please find the Administrative Order by Consent agreement negotiated between the New Hampshire Department of Environmental Services, Water Division, and the Town of Exeter.

If it remains acceptable, please sign, date, and return the agreement (all 10 original pages) to my attention at:

**DES Legal Unit, Attn: Compliance Attorney, P.O. Box 95, Concord, NH 03302-0095**

A fully-executed copy of the agreement will be returned to you for your records after it has been signed by the Assistant Commissioner.

If you have any additional questions, comments, or concerns regarding the enclosed document, please contact me directly at 603-271-7509, or by e-mail correspondence at [kerry.barnsley@des.nh.gov](mailto:kerry.barnsley@des.nh.gov).

Sincerely,

Kerry D. Barnsley  
DES Compliance Attorney

*Encl: Administrative Order by Consent agreement (FINAL)*

*ec: Water Division distribution list*



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



**Clark B. Freise, Assistant Commissioner**

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

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

**ADMINISTRATIVE ORDER  
BY CONSENT**

**No. 17-004 WD**

**A. INTRODUCTION**

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

**B. PARTIES**

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

**C. STATEMENTS OF FACTS AND LAW**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Conduct jar testing;

b. Evaluate locations for enhanced chemical mixing;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **D. DETERMINATION OF VIOLATIONS**

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

#### **E. ORDER**

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

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

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

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

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

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

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

#### **F. STIPULATED PENALTIES**

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

#### **G. CONSENT AND WAIVER OF APPEAL**

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

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

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



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

**The Town of Exeter, New Hampshire**

\_\_\_\_\_  
By: Russell Dean, Town Manager  
Duly Authorized

\_\_\_\_\_  
Date

**NH Department of Environmental Services**

\_\_\_\_\_  
Clark B. Freise, Assistant Commissioner

\_\_\_\_\_  
Date

cc: DES Legal Unit

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



**DRAFT**

## **EXETER PUBLIC WORKS DEPARTMENT**

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

### Request for Sealed Proposals

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

RFP No. DPW 2017-01

April 8, 2017

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**SECTION 1: NOTICE TO PROPOSERS**

The Town of Exeter, New Hampshire, will receive sealed proposals for a **Municipal Solid Waste/Recycling Services Contract to include Collection, Transportation and Disposal of Refuse/Garbage and Recyclable Materials** at the Town Offices, 10 Front Street, Exeter, NH 03833, until 4 pm on April 24, 2017.

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

All timely proposals will be opened and read aloud at the Board of Selectmen's Meeting on April 24, 2017 at 7 pm. The meeting will take place at Town Offices at 10 Front Street, Exeter NH.

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

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

**SECTION 2: INTRODUCTION**

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

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

**SECTION 3: MUNICIPAL SOLID WASTE MANAGEMENT**

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

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

**SECTION 4: EXISTING SOLID WASTE COLLECTION SYSTEM**

Currently, the Town contracts with Northside Carting for the weekly collection, transportation and disposal of municipal solid waste; the weekly collection, transportation and marketing of recyclable materials; the weekly collection, transportation and marketing of a limited amount of bulky waste materials; and the bi-annual collection of yard waste. A copy of the existing contract is attached as Appendix A for reference and information only; it is not a draft of the contract that will be utilized with the Proposer chosen hereunder. The current five-year contract expires on May 31, 2017.

The average annual tonnage of solid waste (garbage) collected is approximately 3,100 tons. The average annual tonnage for recyclable materials (paper and commingle) is approximately 1,500 tons. These numbers reflect prior year figures but are not a guarantee of future tonnages.

**SECTION 5: SCOPE OF WORK**

The Town seeks competitive proposals from firms demonstrating experience and qualifications for the collection, transportation and disposal of (non hazardous) garbage in approved units; for the collection, transportation, processing and marketing of recyclable materials generated within the Town. Proposals should include two cost options for collection - cost per ton AND annual fixed cost. Additionally the Town seeks fixed cost proposals for the collection and transportation of curbside yard waste twice per year; and the collection of bulky item pick up.

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

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

## **SECTION 6: PROPOSAL SPECIFICATIONS**

### **6.1 Proposal Compliance**

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

### **6.2 Addenda and Interpretations**

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

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

### **6.3 Contractor Qualifications**

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

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

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

Each Proposer hereunder shall furnish satisfactory evidence to the Town that the Proposer presently operates an MSW collection service in at least three

communities, including collection of recyclables, and is familiar with the four-season, prevailing weather conditions in the Town of Exeter and environs. Each Proposer shall submit with his/her Proposal a comprehensive list of communities and geographic areas in which the Proposer currently collects municipal solid waste and recyclable material. Such list shall include a description of the duration and type of the existing contract, the identity and population of community, and the name and contact information of the appropriate supervisory municipal official. All such communities and geographic areas identified are subject to inspection by personnel designated by the Town of Exeter.

#### 6.4 Proposer Responsibilities

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

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

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

#### 6.5 Basis for Acceptance or Rejection

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

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

#### 6.6 Exceptions to Proposals

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

#### 6.7 Additional Data

The Proposer shall submit, pursuant to this subsection, any additional information considered essential to the Proposal, including any other service alternatives, with price detail that the Proposer desires the Board of Selectmen to consider during their deliberations and ultimate vendor selection. The Town encourages creative alternatives or proposals that will enhance the efficiency of MSW collection, reduce material in the waste stream and increase recycling. The Proposer shall identify how his/her Proposal addresses the Integrated Solid Waste Management hierarchy.

#### 6.8 References

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

### **SECTION 7: WASTE COLLECTION**

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

#### 7.2 Collection from Public and Private Roads

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

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

Or

- A. The road conforms to the Town Ordinances and Planning Board Subdivision regulations;
- B. The road is a minimum of 24 feet wide;
- C. The road is regularly maintained to permit easy, year round vehicle access;
- D. The road is less than one-quarter mile in length.
- E. A damage disclaimer must be signed by an authorized Approved Resident User.

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

#### 7.3 Collection Procedures

- A. In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw, the containers or bins on sidewalks, within two feet, but not blocking, any travel ways or driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care by the Contractor's employees caused the damage.
- B. Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- C. No scavenging shall be performed or permitted along any street or road.



- D. No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Director of Public Works shall be notified immediately.
- E. If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any designated stop covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and/or terms of the Contract, the waste and/or recyclable containers(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Director of Public Works. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.
- F. The Contractor shall become the owner of all items collected and be considered legally responsible for the proper and safe disposal of items in accordance with all municipal, state and federal rules, laws and regulations.
- G. The Town reserves the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only Town of Exeter trash is picked up and transported and disposal/processing is being charged appropriately.

#### 7.4 Collection Schedule

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

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

#### 7.5 Route Map

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

### **SECTION 8: CONTRACT REQUIREMENTS**

#### 8.1 Term of Contract

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

#### 8.2 Non-Assignment of Contract

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

#### 8.3 Secured Disposal Site Contract

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

#### 8.4 Contract Administration

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

#### 8.5 Invoice and Payment

A. Invoices: Invoices shall be mailed monthly to the attention of the Director of

Public Works, 13 Newfields Road, Exeter, NH 03833 for all MSW and recycling services. Invoices shall include copies of signed disposal tickets from a state certified scale house. Tickets must include location, date, time, vehicle identification and weight of materials.

- B. Payment: Payment of invoices submitted to the Town by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.
- C. The Contractor shall retain all proceeds generated by the collection, processing and marketing of recyclable materials under this contract.
- D. Contract Cost: All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.
- E. No fuel surcharges or other fees and/or charges will be permitted under this contract.

#### 8.6 Customer Service Center

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

### **SECTION 9: EQUIPMENT REQUIREMENTS**

#### 9.1 Equipment Inventory

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

#### 9.2 Equipment Specifications

- A. The Contractor shall use all metal, watertight, completely enclosed "packer type" vehicle bodies designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle's manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume. The Contractor must maintain the appropriate number and type of collection vehicles sufficient to handle the efficient and timely collection of all

- MSW (garbage and recyclable) material.
- B. Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
  - C. All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor's customer service center.
  - D. All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/Recyclables during collection. Additionally, the Contractor shall be responsible for the cleaning and removal of any stains or spills on any public or private roadway resulting from the leakage of any fluids from any vehicle used by the Contractor.
  - E. All vehicles shall be inspected prior to commencement of the contract period by an authorized State (New Hampshire, Maine or Massachusetts) inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.
  - F. All Town solid waste (garbage and recyclables) shall be collected by vehicles, which shall be emptied and void of all garbage or recyclables or other material prior to the commencement of a day's collection route. Contractor vehicles shall not collect any additional solid waste that is not a part of this Contract until after the vehicle has been weighed, dumped and ticketed at disposal site.

### 9.3 Equipment Failure

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

## **SECTION 10. REPORTING**

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

## **SECTION 11: INSURANCE AND BOND REQUIREMENTS**

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

**11.1 Bodily Injury and Property Damage Liability**

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurances as shall protect them and any subcontractors performing work covered by the Contract from claims which may arise from operations under this Contract, whether such operations be by themselves or by any subcontractor or by anyone directly and/or indirectly employed by either of them. The Town of Exeter and its officials and employees shall be included as additional insureds on a primary and noncontributory basis by endorsement. Coverage shall include:

- A. General Liability Insurance for bodily injury shall be a minimum of \$1,000,000 per person/occurrence; \$5,000,000 total.
- B. General Liability Insurance for property damage shall be a minimum of \$1,000,000 per person/occurrence; \$5,000,000 total.
- C. Automobile Liability Insurance for bodily injury shall be a minimum of \$1,000,000 per person/occurrence; \$5,000,000 total.
- D. Automobile Liability Insurance for property damage shall be a minimum of \$1,000,000 per person/occurrence; \$5,000,000 total.

**11.2 Compensation and Employer's Liability Insurance**

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

**11.3 Additional Coverage**

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

**11.4 Insurance Period**

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

**11.5 Failure to Enter into Contract: Forfeiture of Deposit**

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

**11.6 Performance Bond**

Each Proposer shall provide a quote for a performance bond in an amount equal

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

#### 11.7 Indemnity

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Town of Exeter, its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent or intentional act or omission of Indemnified Parties. The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Town of Exeter shall have the right to approve assignment of counsel, defense strategy and settlement, and its approval shall not be unreasonably withheld.

### **SECTION 12: PERMITS**

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



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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address of Individual Signing Below

I, the undersigned, hereby declare that I have fully examined the "Request for Sealed Proposal" documents, including the Town's current Contract with Northside Carting (Appendix A) and the Town's Solid Waste Ordinance (Appendix B), and hereby propose the following:

**Curbside and Municipal Location Collection of MSW and Recyclable Materials**

Curbside collection, processing and disposal of municipal solid waste (refuse/garbage) in "Town of Exeter" bags, shall be performed weekly in conformance with these specifications. Curbside collection, processing and marketing of recyclable materials from each eligible property in the Town of Exeter, NH, shall be performed weekly in conformance with these specifications. Collection of municipal waste from containers placed at municipal and public buildings shall occur at a pre-determined frequency.

Annual Fixed Fee Cost \$ \_\_\_\_\_

Annual Per Ton Cost \$ \_\_\_\_\_

**Curbside Bulky Pick up (Weekly)**

Select (ticketed) bulky waste items collected weekly from residential properties at curbside (one item per week allowed).

Annual Fixed Cost for weekly pick up \$ \_\_\_\_\_

**Curbside Bulky Pick up (Bi-annually)**

Select (ticketed) bulky waste items collected from residential properties at curbside, twice per year on pre-determined dates.

Annual Fixed Fee Cost for bi-annual pickup \$ \_\_\_\_\_

**Curbside Yard Waste Pickup**

Curbside collection of yard waste from each eligible property in the Town of Exeter, NH. Each resident will be allowed up to 12 yard waste bags per collection. Collection will occur twice annually, once in the spring and once in the fall, on pre-determined dates.

Annual Fixed Fee Cost for bi-annual pickup \$ \_\_\_\_\_

**Performance Bond Quote**

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

First Year Price \$ \_\_\_\_\_

Additional Twelve Month Periods Price \$ \_\_\_\_\_

\_\_\_\_\_  
Name (printed) and Title of person submitting bid

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## **EXETER PUBLIC WORKS DEPARTMENT**

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

RFP No. DPW 2017-01

Appendix A

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

**May 20, 2008**

 **COPY**

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

This Agreement made and entered into this 23<sup>rd</sup> day of May 2008 by  
and between the Town of Exeter, a municipal corporation organized  
under the laws of the State of New Hampshire (hereinafter referred to  
as the "Town") and Northside Carting,  
Inc.

a corporation organized under the laws of the State of Massachusetts  
and having a place of business at 210 Holt Road North ANDOVER, MA  
(hereinafter referred to as the "Contractor").

WITNESSETH:

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

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

Section 1. Definitions

- 1.1 Approved Resident User: Any occupant of a Residential Unit.
- 1.2 Approved User: Any occupant of an Approved Unit.
- 1.3 Approved Unit: A dwelling unit such as a single family house,  
townhouse, condominium and small commercial establishment. This  
term shall also include other locations identified by the Town that are to  
be serviced under this Agreement, but which may not be a dwelling (for  
example, Municipal buildings and other locations to be serviced as  
defined herein).
- 1.4 Bulky Waste: A large item or bundle which cannot fit into a "Town  
of Exeter Trash Bag". Items include but are not limited to: mattresses,  
couches, bureaus, chairs, large children's toys, carpet, bed frames, etc.  
**Does not include** construction and demolition debris or hazardous  
waste, "White Goods", or electronic waste.

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

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

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

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

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

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

1.11 Yard Waste: Leaves and grass clippings.

## Section 2. Term of Agreement

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

### **Section 3. Scope of Services**

#### **3.1 Hours of Collection**

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

#### **3.2 Collection of Municipal Solid Waste**

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

#### **3.3 Collection of Recyclable Materials**

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

#### **3.4 Collection of Bulky Waste**

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

### 3.5 Collection of Yard Waste

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

### 3.6 Items Beyond Scope of Services

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

### 3.7 Collection of Municipal Waste

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

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

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

### **3.8 Collection of Recyclable Materials at Specified Public Locations**

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

### **3.9 Commercial and Industrial Waste Not Collected**

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

## **Section 4. Contract Requirements**

### **4.1 Term of Contract**

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

### **4.2 Compensation**

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

### **4.3 Invoice and Payment**

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

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

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

#### **4.4 Non-Assignment of Contract**

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

#### **4.5 Secured Disposal Site**

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

#### **4.6 Contract Administration**



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

## **Section 5. Waste Collection Information**

### **5.1 Collection from Public and Private Roads**

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

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

**Or**

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

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

### **5.2 Route Map**

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

### **5.3 Collection Procedures**

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

#### 5.4 Collection Schedule

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

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

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

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

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

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

## **5.5 Customer Service Center**

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

## **5.6 Contractor's Personnel**

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

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

## Section 6. Equipment Requirements

### 6.1 Equipment Inventory

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

### 6.2 Equipment Specifications

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

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

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

### **6.3 Equipment Failure**

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

### **Section 7. Compliance with Laws and Regulations**

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

**Section 8. Reporting**

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

**Section 9. Required Bonds and Insurance**

**9.1 Performance Bond**

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

**9.2 Insurance**

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

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

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

**9.3 Indemnity**

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

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

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

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

#### **Section 10. Notices**

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

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

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

And:

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

#### **10.1 Point of Contact**

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

#### **Section 11. Waiver**

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

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

#### **Section 12. Titles of Sections**

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

#### **Section 13. Amendment**

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

#### **Section 14. Severability**

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

#### **Section 15. Number of Copies**

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

#### **Section 16. Bankruptcy**

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

#### **Section 17. Termination**

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

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



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

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

Section 18. Successors and Assigns

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

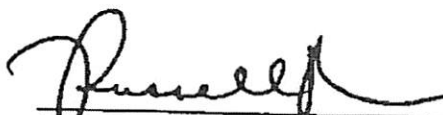
Section 19. Entirety

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

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

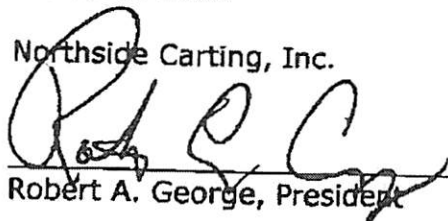
Town of EXETER, NH, a municipal corporation

Town Manager



Russell J. Dean

Northside Carting, Inc.



Robert A. George, President

## CONTRACT EXTENSION AND MODIFICATION

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

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

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

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

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

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

The Parties further agree to the following:

1. Inconsistency.

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

2. Counterparts.

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

3. Law.

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

4. Titles and Subtitles.

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

5. Words and Gender or Number.

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

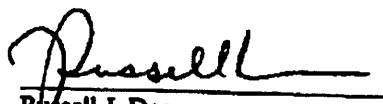
6. Severability.

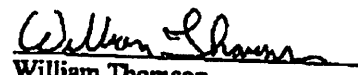
In the event any parts of this Extension are found to be void, the remaining provisions of this Extension shall nevertheless be binding with the same effect as though the void parts were deleted.

7. Waiver.

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

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

  
Russell J. Dean  
Town Manager  
Town of Exeter, NH

  
William Thomson  
President  
Northside Carting, Inc.



## **EXETER PUBLIC WORKS DEPARTMENT**

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

RFP No. DPW 2017-01

Appendix B

## **CHAPTER 11 - SANITARY LANDFILL, LITTERING, DUMPING AND OLLECTION OF WASTE AND RUBBISH**

### **1100 Scope of Chapter**

This Chapter is intended to govern the use of the transfer station provided by the Town of Exeter, and littering on Town properties or public ways or private property, and the disposal of waste materials of any kind. This Chapter is designed to interact with Revised Statutes Annotated 147 relative to sanitation and all other Revised Statutes Annotated governing disposal sites.

### **1100.1 Definitions:**

**Compost Bin:** The semi-enclosed bin, located at the Public Works Complex and/or transfer station as designed.

**Disposal Ticket:** A non-transferable sticker issued by the Town Office Receptionist authorizing the disposal of otherwise prohibited materials for a fee. Said sticker will be permanently attached to the item being disposed of. The Public Works Director will establish the fee for said ticket, based on the cost of disposal.

**Hazardous:** A solid, semi-solid, liquid or contained gaseous waste, or any combination of these wastes which, because of either quantity, concentration or physical, chemical or infectious characteristics, may cause or contribute to an increase in mortality or an increase in irreversible or incapacitating reversible illness, or pose a present or potential threat to human health or the environment when improperly treated, stored, transported, disposed of or otherwise mismanaged.

**Hours of Operation:** The approved time during which the transfer station will be opened to the general public.

**Litter:** Waste materials, shreds, fragments, items or clutter scattered about, thrown or spread about carelessly.

**Monitor:** The Town employee or representative placed in charge of the transfer station.

**Permit:** The document issued by the Town Office Receptionist allowing applicant to use the transfer station

**Public Trash Receptacle:** Any waste product, solid or having the character of solid rather than liquid, in that it will not flow readily without additional liquid, which is composed wholly or partly of such materials as garbage, swill, sweepings, cleanings, trash, rubbish, litter, industrial solid wastes or domestic

solid wastes; organic wastes or residue of animals sold as meat; fruit or other vegetables or animal matter from kitchens, dining rooms, markets, food establishments or any places dealing in or handling meat, fowl, fruits, grain or vegetables; offal, animal excretion or the carcasses of animals; tree or shrub trimmings, grass clippings, brick, plaster or other waste matter resulting from the demolition, alteration or construction of buildings or structures, accumulated waste material, cans, containers, tires, junk or other such substances which may become a nuisance.

**Trash:** Worthless refuse, rubbish.

**Trash Hauler:** Any person, firm or corporation engaged in the business of hauling garbage, manure, putrescible materials or refuse of any nature for hire.

### **1100.2 Exeter Refuse Only**

Only persons, firms, corporation or business facilities inside the geographical limits of the Town of Exeter may use the Exeter Transfer Station.

### **1100.3 Permitted Materials, with vehicle permit:**

Unlimited number of blue bags containing non-hazardous waste, vehicle batteries, water heaters, washers, dryers, dishwashers, microwave ovens, stoves, aluminum, metals, iron, bicycle frames, mufflers, aluminum/metal door & window frames with glass and/or wood removed.

Brush, stumps, unpainted/untreated wood - no longer than 5 feet in length.

Recycled oil from car, boat or lawnmower must be in clear or semi-clear container with tight fitting cover. Label the container "used oil".

Items containing capacitors, such as refrigerators, freezers, air conditioners, ice makers, humidifiers and dehumidifiers, and like appliances using CFC's, are accepted at the Facility only with the approved appliance sticker attached to same, purchased at the Town Office. A vehicle sticker is also necessary.

No permit is required to present the following:

Disposal of leaves and grass clippings in designated compost bin. No permit is needed to obtain compost or woodchips when available.

## **1101 Permits Required**

No person may utilize the Transfer Station without a valid Town of Exeter permit, unless disposing of grass and/or leaves, or oil.

### **1101.1 Transfer Station Permit**

Persons who reside in the geographical limits of the Town of Exeter may buy transfer station permits that entitle the resident to dispose of refuse at the

facility. The permit for the resident's vehicle is non-transferable, valid for a calendar year and shall expire upon termination of residency.

- a. **Issuance:** Transfer Station permits shall be issued by the Town on an annual basis for disposal of allowable refuse, upon display of current registration of vehicle to be used. Refuse to be disposed of with the use of a resident permit shall have been generated at property within the Town of Exeter by residents of the property.
- b. **Display:** The permit shall be permanently affixed to the windshield, on the inside lower left corner, on each resident's vehicle utilizing the transfer station.
- c. **Proof of Residence:** Permits shall be issued to those persons showing proof of residence by documentation, such as NH Division of Motor Vehicle registration certificate and/or an Exeter tax form, if property owner does not reside in Exeter.
- d. **Fee Applicable:** The fee for the permit shall be ten (\$10.00) per calendar year.
- e. **Replacement Permit:** Residents who replace a vehicle and/or windshield may apply for a replacement sticker at no cost provided they present to the Town a substantial portion of the prior sticker and the registration of the new vehicle.
- f. **New Residents:** Persons establishing residence in the Town shall show reasonable proof of their residence, such as utility contract, housing sale agreement, water service notification, etc. Upon display of such identification and motor vehicle registration, a permit shall be issued.
- g. **Temporary Permit:** Residents may apply for a temporary permit to allow persons "not for hire" to remove items from their property to the Transfer Station, or for the resident's use of another's vehicle. The permit shall be for a specific person, vehicle and date(s), no more than 5 days the facility is open from date of issue. The fee for such temporary permit shall be \$2.50.
- h. **Exeter Businesses:** Resident permits may be issued to property owners in the Town of Exeter who are not residents but who own and operate a business in the Town. Such permit is valid only for conforming rubbish that comes from businesses located in Exeter. Vehicle registration is required. Proof of ownership of property shall be a paid property tax bill. Violations of this Section shall result in revocation of the permit and prosecution under the conditions of this Chapter.
- i. **Refuse Disposal Limitations:**

1. Grass and leaves (compost bin); bush, stumps (stump dump)
2. Wet cell batteries
3. Heavy and light iron and appliances
4. Refuse placed in approved, tied, blue bags

#### **1102 Transfer Station**

The rules and regulations pertaining to the Transfer Station shall be available at the Monitor's office, Town Office building and Public Works Complex. Any person, firm or corporation using the Station shall obey the rules and regulations and shall follow the directives of the monitor on duty with regard to the enforcement of those rules and regulations. The Highway Superintendent and his agents, including the monitor on duty, are authorized to order any person, firm or corporation to leave the facility if there is a violation of any rule or regulation. Failure to leave the facility, if so ordered, may be deemed trespassing and can result in court action. No person, firm or corporation shall dispose of refuse of any nature at the Transfer Station except in a manner and location as directed by the Highway Superintendent and/or his agents, including the Monitor.

#### **1103 Compost Bin Facility**

No person shall dispose of any materials or refuse in the compost bin other than grass clippings, leaves or compostable bags from their residence, in the compost bin located at either the Transfer Station or, during posted dates, at the Public Works Complex. Grass and leaves from commercial Exeter properties are also accepted without a permit.

#### **1104 Littering**

The word litter means all rubbish, refuse, garbage, trash, debris, dead animals or other discarded materials of every kind and description, as per RSA 163-B:2. It shall be unlawful for any person or persons to dump, deposit, throw or leave or cause or permit the dumping, depositing, throwing or leaving of litter on any public or private property, or in or on ice in any waters unless:

- a. Such property is designated for the disposal of such litter, and such person is authorized to use the property;
- b. Such litter is placed into a litter receptacle or container installed on such property;
- c. Such person is the owner or tenant in lawful possession of such property, or has first obtained consent of the owner or tenant in lawful possession or tenant in lawful possession, or unless the act is done under the personal direction of said owner or tenant, all in a manner consistent with the public welfare, as per RSA 163-B: 3.

#### **1104.1 Public Trash Receptacles:**

No person, firm or corporation shall dispose of household, business or



industrial refuse in any public trash receptacle. Take out food and beverage containers and wrappings are exempt from this section.

**1105 Discarded Refrigerators**

No person, firm or corporation who owns controls or has in his custody, a container originally used for refrigeration purposes shall discard same before the lid, or door or doors, have been removed.

**1106 Regulations Relative to Collection of Waste and Rubbish**

The purpose of this section is to establish reasonable and prudent regulations pertaining to the collection of waste in the Town of Exeter.

**1106.1 No person shall deposit or cause to be deposited any refuse or waste, upon the rights-of-way of the Town of Exeter, except that refuse or waste that shall be deposited for collection within the Town right-of-way and confined with a tied official blue plastic bag, in accordance with the following provisions:**

- a. Refuse or waste for the purpose of this ordinance shall mean household rubbish, free from hazardous materials (see accepted materials 1100.3);
- b. No blue plastic bag shall have a gross weight of more than forty-five (45) pounds. All bags must be closed and tied, and have "Town of Exeter" imprinted on the side.
- c. Tied official blue plastic bags shall be placed on the outside of the sidewalk as near as practicable to the street edge, no later than 7:00AM of the collection day and no more than 24 hours prior to collection day. Persons placing bags at the curbside more than 24 hours prior to collection day may be issued a summons for littering (Section 1104).
- d. Collections start at 7:00 AM each day, in each collection zone.
- e. There will be no return trips for pickup service.
- f. Upon placement at the street edge of official blue recycling bins, all materials placed and contained in such bins shall become Town property and shall not be removed except by persons authorized by the Town or the individual(s) responsible for placing the recyclable in the bin.

**1107 Suspension**

Any person, firm or corporation found to be in violation of any section of this Chapter may have their permit suspended for a period not to exceed thirty (30) days.

**1107.1 Revocation**

Any person, firm or corporation who habitually violates one or more sections of this Chapter may have their permit revoked for such continued violations.

**1107.2 Hearing:**

Any person, firm or corporation who has been cited under the provisions of Section 1107 or 1107.1 may, within five (5) days, appeal such action to the Board of Selectmen. Upon receipt of any appeal, the Board of shall conduct a hearing on the merits of the incident and uphold or overrule the action.

**1110 Penalty**

Any person(s), firm or corporation violating any provision of this Chapter or any requirements, rules, regulations or procedures that may from time to time be promulgated by the Board of Selectmen of Exeter shall be guilty of a violation and fined not in excess of one thousand (\$1000) dollars. A separate offense shall be deemed committed upon each day, or part thereof, during or in which a violation occurs or continues.

<b>Committee</b>	<b>Schedule</b>	<b>Day</b>
Arts Committee	Monthly	Monday
Christmas Parade Committee	As needed	Unknown
Emergency Management Committee		
Memorial Day Parade Committee	As needed	Tuesday
Recreation Advisory Committee		
River Advisory Committee	Monthly	Thursdays
Safety Committee	Quarterly	Wednesday
Train Committee		
Transportation Committee	As needed	Monday

<b>Board of Selectmen Representatives</b>				
<b>Town Committees</b>				
<b>2016-17</b>				
<b>Committee Name</b>	<b>2015-16 Representative</b>	<b>2016-17 Representative</b>	<b>2017-18 Representative</b>	<b>Notes</b>
<b>ADVISORY CATEGORY</b>				
Arts Committee	Dan Chartrand	Dan Chartrand		
CATV Advisory Committee	Anne Surman	Anne Surman		
E911 Committee (new)		Don Clement		
Housing Advisory Committee	Nancy Belanger	Nancy Belanger		
Memorial Day Parade Committee (new)	n/a	Julie Gilman		
River Advisory Committee				
River Study Committee	Don Clement	Don Clement		Now River Advisory Committee
Safety Committee		Don Clement		
TIF Advisory Board	Nancy Belanger	Nancy Belanger		
Train Committee	Julie Gilman	Julie Gilman		
Transportation Committee	Julie Gilman	Julie Gilman		
Water Sewer Advisory Committee	Anne Surman	Nancy Belanger		
<b>LAND USE/RELATED</b>				
Conservation Commission	Nancy Belanger	Anne Surman		BOS member is a Concom alternate
Economic Development Commission	Dan Chartrand	Dan Chartrand		Ordinance states member is Chair of BOS
Heritage Commission	Julie Gilman	Julie Gilman		
Historic District Commission	Julie Gilman	Julie Gilman		
Planning Board	Don Clement	Don Clement		
Planning Board Alternate				Added
<b>OTHER</b>				
Rockingham Planning Commission (BOS)	Don Clement	Don Clement		
Swasey Trustees (liaison only)	Anne Surman	Anne Surman		
Budget Recommendations Committee	All BOS Members	All BOS Members		
Not accounted for:				
Exeter River Local Advisory Committee (ERLAC)	Don Clement			
SE Watershed Alliance	TBD			

*Working together is success.*  
— Henry Ford



Town of Exeter  
New Hampshire

April 30, 2016

**Primex**<sup>3</sup>  
NH Public Risk Management Exchange

Center for  
**Public Sector**  
Advancement

Promoting Excellence in the Public Sector

## Purpose and Intended Result of the Session

The purpose of the session was for the Board and Town Manager to come together to lay the horizon for the Town and establish goals and strategies that will help guide the Town over the next twelve (12) months.

## Participants

Julie Gilman, Vice-Chairman  
Donald Clement, Board of Selectmen  
Anne Surman, Board of Selectmen  
Nancy Belanger, Clerk  
Dan Chartrand, Chairman  
Russ Dean, Town Manager

*The exercise was facilitated by:*

Rick Alpers, Risk Management Consultant, Primex<sup>3</sup>  
Shelley Walts, Member Service Consultant, Primex<sup>3</sup>

## 2015 Goals Review Discussion

The session began with the Board of Selectmen and Town Manager reviewing the successful goals for 2015 and to identify any goals to continue working on along with the goals identified for 2016.

### **Grow and Improve Relationship with major Industries in Town – Goal Partially Achieved**

- **Exeter School Board** - not as much engagement as hoped. Full day Kindergarten was passed by the Town.
- **Philips Exeter Academy** - good collaboration with Academy with ongoing improved communications.
- **Exeter Hospital** - good working relationship.
- **River Woods** - Very good relationship. Active with group on events and committees along with a great volunteer base.

\*Will continue to work with these organizations to develop relationships and for assistance on committees such as the Steering Committee for the Master Plan.

## **Regional Waste Water Treatment Solution – Goal Achieved**

Town voted to move forward on its own to build a new waste water treatment plant.

## **Water Purchase with Stratham – Goal Achieved**

While Exeter voters agreed the Town of Stratham returned a “no” vote. Exeter moved forward on its own. Continued talks still on going with Stratham on water and sewer joint ventures.

## **Planning Department Complete Operations Review – Goal Achieved**

- MRI completed Report
- New Planner was hired
- Continue to review operations and process issues
- Working with housing Committee to provide data

## **General Topics for Discussion for 2016**

### **Top 2-3 Priorities for 2016**

Each Board member and the Town Manager identified their individual 2-3 priorities for the Town of Exeter to focus on in 2016.

#### **Don Clement**

1. Structure and Process of Economic Development
2. Economic Development Strategic Plan to be reviewed by Board of Selectmen and then supported
3. Vision and Mission for town
4. Master Plan Update
5. Improved Communication both internal and external

#### **Dan Chartrand**

1. Wetland Zoning concerns on Epping Road to unlock TIF – expand commercial and mixed use base
2. Take advantage of low interest rates to accelerate Capital Improvements
3. Master Plan Update- Consider adding sections on Housing Committee, Economic Development Strategic Plan

### **Julie Gilman**

1. Work with State on legislation that directly affects Exeter
2. Work with Exeter hospital on the ever changing demographics of Exeter
3. Zoning to be fine tuned
4. New Town Manager Contract

### **Anne Surman**

1. Master Plan in relation to Philips Exeter Academy - working together
2. Modeling of neighborhoods - Zoning
3. Develop a marketing plan for the town that includes a section on community development while working alongside the Chamber of Commerce to produce the plan.

### **Nancy Belanger**

1. Work to identify areas of town that could benefit from an improved traffic flow
2. MRI Report - Roles within Town: Board of Selectmen, Committees, Commissions  
Develop Training / handbook to foster volunteerism
3. Continue to review and support Recreation Department Plan and Improvements
4. Board of Selectmen to-do list calendar - dates of upcoming events, meetings, evaluations, contracts, etc.
5. Water/Sewer Rate Study

### **Russ Dean**

1. Continue to Improve Economic Development Plan
2. Participate in Economic Development Strategic Plan as part of Master Plan
3. Maintain Community Relations and Improve on outreach
4. Facilities Plan - Audit completed

## **Top 2016 Goals**

The Board of Selectmen and the Town Manager identified the top goals for the Town of Exeter and to develop a work plan. The goals were formulated from the individual goals listed above. The goals and deadline for an update or completion are listed below.

### **GOAL #1: *Master Plan Update***

- Board of Selectmen to be active in driving update with Steering Committee



- Review and encourage demographic diversity throughout each chapter of the Master Plan
- Individual Board Members begin to define priorities for upcoming master Plan update - **March 2017**
- Update Master Plan to add Economic Development Chapter - assigned to **Julie Gilman**

**GOAL #2: *Continue to Improve Economic Development Program***

- Participate and complete Economic Development Strategic Plan
- Intensive Zoning Review
- End of year MRI report update on Community Development Planning approval process - **December 2016**
- Continue to encourage Commercial Development: Epping Rd., Portsmouth Ave., Lincoln St.

**GOAL #3: *Community Relations and Outreach***

- Improve Communications Internally and Externally
  - ✓ **Internal:** Board of Selectmen, other Boards, committees, Staff
  - ✓ Streaming of meetings
  - ✓ Improve Selectmen communications through Department Head reports
  - ✓ Hold Board “meet and greets”
  - ✓ **External:** Businesses, organizations, citizens, volunteers
  - ✓ Utilize social media more often
  - ✓ Contact AHA for website review and possible updates for navigation capabilities and mobile-friendly

Continue working with Exeter School Board, Exeter Hospital, River Woods and Philips Exeter Academy

**GOAL #4: *Capital Improvement Strategy***

- |  |                                    |
|--|------------------------------------|
| ▪ Take Advantage of low interest rates | ▪ Court Street                     |
| ▪ Potential Projects                   | ▪ Westex                           |
| ▪ Facilities                           | ▪ Water Facility on Portsmouth Ave |
| ▪ Water/Sewer Extensions               | ▪ Sidewalks/Cross Walks            |
| ▪ Recreation Proposal                  | ▪ Roads                            |

To be discussed and vetted for budget season **September 2016**

Center for  
**Public:Sector**  
.....  
A d v a n c e m e n t

**Primex**<sup>3</sup>  
NH Public Risk Management Exchange

Bow Brook PLace  
46 Donovan Street  
Concord, NH 03301

603-225-2841  
800-698-2364

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

Trust. Excellence. Service.

### 3/17 to 3/18 – Workplan

#### Regular Business

2017 Mileage Rate – done 1/17  
Finance Quarterly Reports to BOS (2/17, 4/17, 7/17, 10/17)  
Town Report (2/17)  
Adopt BOS Committee Assignments (4/3/17)  
Review Boards/Committees (4/3/17)  
BCC Appointments (4/10/17)  
Sportsmen’s Club Annual Report (4/17)  
Annual Paving Contract (4/17)  
2017-18 Committee Appointments (3/27/17 or 4/11/17)  
2017-18 BOS Goal Setting (4/30/17)  
Tax Deeds (5/17)  
Dog Warrant (6/17)  
FY18 Capital Improvement Program (directive April 20<sup>th</sup> 2017)  
FY18 Budget (begin July 2017)  
Household Hazardous Waste Day (Paperwork 2/17, Event 10/1/17)  
Fund Balance Discussion (10/17)  
Investment Policy Review (10/17)  
Riverwoods Tax Agreements (10/17)  
FY16 Encumbrances (12/17)  
Water/Sewer Chemical Bids (12/17)  
2018 Town Meeting Warrant  
Tax/Water/Sewer Abatements  
Fuel Contract (8/17 or TBD)  
Electricity Contract (12/17)  
Department Grant Acceptances (as required)  
Fee Updates (as required/needed)

#### Infrastructure/Projects

WWTF Construction – bids due 2/27/17, award 3/13/17, construction 2017  
Drinking Water TTHM Remediation  
Lincoln Street Phase 2 – voter approved 3/17  
NHDOT Sidewalk Project Epping Road, Winter Street, Spring Street  
Kingston Road Bike Paths/Sidewalks (NHDOT Grant Funded/CRF)  
Downtown benches  
String Bridge Construction completion – summer 2017  
Great Dam Historical obligations/monitoring/LOMR  
Status of WISE – active group going forward?  
MS4 Permit – Update from DPW, required implementation process; appeal analysis  
Review Pickpocket Dam Breach Analysis (2016 project completed by VHB)  
Transportation Issues, Crosswalks, Sidewalks, Intersections – further development for CIP  
Intersection improvements program  
Solid Waste Contract Bid  
Drought Update/Water Restrictions  
Facility Planning (Public Safety, Parks/Recreation, Library)

Planning Related

Master Plan Update – goal is to have completed by 9/17  
Continued follow up on MRI report of October 2015 with town planner  
Planning/development process review (ongoing)  
Downtown parking and circulation/traffic review  
Complete Streets Policy – Town Planner/DPW/Planning Board/Selectboard.  
Housing committee report and follow up  
COAST bus shelter implementation

Financial

FY18 Budget process – Budget Recommendations Committee  
FY17 Bond Bank Application – String Bridge and other approved FY17 bonds (pending voter approval)  
FY17 Vehicle/Equipment lease/purchases (pending warrant), FY17 vehicles (pending budget)  
Fire Contract Negotiations  
Police Contract Negotiations

Economic Development

Epping Road TIF Implementation – ongoing.  
ED Project Efforts - ongoing

Other

Tax Exempt Properties  
Assessment/valuation/tax sale issues  
Fire Department staffing/deployment plan (see facilities)  
Solar array on landfill?  
LED lighting in streetlights – cost, pros/cons  
Pine Road posting and follow up/bonding  
Sportsmens Club Issues



# 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 \_\_\_\_\_ Location \_\_\_\_\_

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

### Representative:

Name: STEPHANIE SCHMIDT Address: 125 WATER ST.  
Town/State/Zip: EXETER, NH 03833 Phone: 603 778 9731  
Email: STEF @ WATERSTREETBOOKS.COM

### Organization:

Name: WATER STREET BOOKSTORE Address: 125 WATER ST.  
Town/State/Zip: EXETER, NH 03833 Phone: 603 778 9731

### Reservation Details:

Type of Event/Meeting: AUTHOR EVENT W/ TOM RYAN Date: Tuesday, May 9<sup>th</sup>  
Times of Event: 7 PM Times needed for set-up/clean-up: 4-10 PM  
# of tables: 3 # of chairs: 150 Will food/beverages be served? Yes  No   
Tech/ AV Services Needed:  Yes  No Details MICROPHONE / PODIUM

### 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.

Applicant signature: [Signature] Date: 3/24/17

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

### Office Use Only:

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

Town of Exeter  
Disposal of Surplus Property

Date <b>3-31-17</b>	Department <b>EXTV</b>	Account #	Contact <b>Andy Swanson</b>	Phone <b>773-6118</b>
------------------------	---------------------------	-----------	--------------------------------	--------------------------

Items To Be:      Sold:       Disposed of:

Item Description	Serial No.	Estimated Value	Item Location
3 video monitors TR-990c - 9" tube b&W		0	TH Basement
3 Panasonic Security Cameras		0	TH Basement
3 camera stands for security cameras		0	TH Basement
3 controls for the cameras		0	TH Basement
Shure SCM810 mixer and inputs		0	TH Basement
Bogen - Gold Deal mixer		0	TH Basement
random wires		0	TH Basement
Small white speaker		0	TH Basement
Panasonic VHS player		0	TH Basement
Panasonic monitor		0	TH Basement
Part of a xerox machine		0	TH Basement
Jerrold communications		0	TH Basement

Has electronic data been erased?    Yes     No

Justification:  
**Items became obsolete when the Town went to digital.**

**Authorizations**

Department Signature		Board of Selectmen, Chair	
Date: <b>3-31-17</b>	Printed Name: <b>Andy Swanson</b>	Date:	Printed Name:

**AMEND CHAPTER 14 ASSIGNING STREET NAMES AND NUMBERS –**  
**EXETER TOWN ORDINANCES**

DELETE:

The existing Chapter 14 Assigning Street Names and Numbers in its entirety and

REPLACE with:

The new Chapter 14 Assigning Street Names and Numbers dated February 17, 2017.

Signed this 3<sup>rd</sup> day of April, 2017

Exeter Board of Selectmen

---

Don Clement, Chairman

---

Ann Surman, Vice-Chairman

---

Kathy Corson, Clerk

---

Daniel Chartrand

---

Julie Gilman

Effective Date: March 13<sup>th</sup> 2017

First reading: 2/20/17,

Second reading: 2/27/17,

Third/Final reading: 3/13/17

**1401 Purpose**

In accordance with RSA 231:133 and 231:133-a, the Selectmen of the Town of Exeter hereby establish the following ordinance in order to develop a more uniform street naming and street addressing system throughout the Town of Exeter to enable people to locate addresses effectively for providing emergency services and deliveries.

**1401.1 Enforcement**

Either the Building Inspector or Fire Department, or their designees, shall enforce the provisions of this section. The Planning Board shall inform all subdivision applicants of the provisions of this ordinance. A Certificate of Occupancy shall not be issued until the provisions of this ordinance are complied with.

**1401.2 Street Names**

Whenever a name is assigned to any new street, highway or right-of-way, or a change is made in the name of an existing street, highway or right-of-way, the Board of Selectmen shall make a return of the same to the Town Clerk, who shall make a record of a new name or name change, and shall forward a copy of such record to the Commissioner of Transportation, in accordance with the requirements of RSA 231:133, or as the same may be subsequently amended.

In accordance with RSA 231:133, the Board of Selectmen may change the name of any such street, highway, or right-of-way at any time when in its judgment there is occasion for so doing. The Board of Selectmen may also change the name of a private street, highway, or right-of-way when the name change is necessary to conform to the requirements of the enhanced 911 telecommunications system.

In the process of assigning names to any street, highway, or rights-of-way, the Selectmen shall apply the following guidelines to the extent practical:

- a. All proposed names to streets, highways, or rights-of-way or a change in the name shall be reviewed by the E911 Committee prior to a vote by the Selectmen. The E911 Committee shall provide the Selectmen with their written recommendation for Selectmen consideration. No proposed name that receives a negative review by the E911 Committee shall be utilized. The new street, highway, or right-of-way name recommended by the E911 Committee shall be provisional until such time it is adopted by the Selectmen.
- b. No name shall be assigned to a street, highway, or right-of-way which



shall duplicate the name of any other proposed or existing street, regardless of the use of the suffix "street", "avenue", "way", "lane", drive, or the like.

- c. All proposed street, highway, or right-of-way names shall be substantially different so as not to be confused in sound or spelling with present names.
- d. All proposed street, highway, or right-of-way names shall not include first or last names, unless special exemptions are recommended by the E911 Committee and approved by the Board of Selectmen.
- e. The extension of a street, highway, or rights-of-way shall have the same name as the existing street, highway, or rights-of-way name. (for example, River Street Extension shall be River Street).

The Planning Board shall have the authority to assign a provisional name to all streets, highways, or right-of-ways shown upon a subdivision or site plan being considered for approval by the Planning Board, provided that no such provisional name shall be assigned to such street, highway, or right-of-way until such time as the Planning Board shall have followed the procedures set forth herein.

The E911 Committee, may, from time to time, recommend a name change to the Board of Selectmen when the name change is necessary to conform to the enhanced 911 telecommunications system.

Changes to any existing street, highway, or right-of-way shall be provisional only until such time as such name change is adopted by the Board of Selectmen after posting of notice and holding of a public hearing. No public hearing shall be required where the affected property owner(s) voluntarily consent to their street, highway, or right-of-way being renamed as indicated by Town records.

### 1401.3 Street Numbers

Pursuant to RSA 231:133, the Building Inspector or the Fire Department of the Town of Exeter, or their designees, shall have the authority to assign numbers to all existing or proposed residential and/or commercial structures and/or to vacant lots. In assigning numbers, the Building Inspector, Fire Department, or their designees shall employ the following criteria:

- a. Even numbers shall be assigned to the right side of the street and the left side shall be given odd numbers.
- b. For every ten (10) feet of right-of-way frontage within the business district, there shall be an individual number assigned and every door shall have its own number. The business district shall be all structures located on either side of

Water Street and the section of High Street between the Exeter River and the intersection with Portsmouth Avenue. This provision may be applied in other areas of Town outside the business district if deemed appropriate by the E911 Committee.

- c. Separate numbers should be assigned to the entrance of a duplex or townhouse.
- d. Multi-unit structures shall receive one number with the units numbered in accordance with the following:
  - i. Large multi-unit structures sub-addresses should be numeric with the first number in the sub-address indicating the floor of the unit or at a minimum, some other type of floor designator. For example, in these buildings, units on the first floor would receive sub-addresses between 101 and 199; units on the second floor receive sub-addresses between 201 and 299. Basement floors should receive a floor designator of B with sub-addresses between 01 and 99.
  - ii. Exception: On a case by case basis row houses, strip malls, or downtown congested storefronts may be addressed at the front door of each adjoining unit, and each unit treated as its own independent building rather than part of a multi-unit structure.
- e. Subordinate designation, such as half-numbers and alphabetical suffixes, shall not be used.
- f. For every fifty (50) feet of right-of-way frontage outside of the business district, there shall be an individual number assigned.
- g. The beginning of the street shall be at the end which intersects with a collector street and, so far as possible, shall be the end closest in distance to String Bridge.

Existing numbering patterns for existing streets, highways, or right-of-ways, which do not comply with the provisions herein, may be assigned new numbers by the Building Inspector, Fire Department, or their designees, as necessary to conform to the requirements of the enhanced 911 telecommunications system. The alteration of existing numbers by the Building Inspector, Fire department, or their designees, shall be provisional only until such time as such alteration is adopted by the Board of Selectmen after posting of notice and holding of a public hearing. No public hearing shall be required where the affected property owner(s) voluntarily consent to their property being renumbered as indicated by Town records.

The owner of any building or structure shall affix an assigned number to his mailbox, if any, and building or structure within thirty (30) days of written notice

from the Town.

The E911 Committee, may, from time to time, recommend changes to an existing numbering pattern to the Board of Selectmen when the change is necessary to conform to the enhanced 911 telecommunications system.

#### 1401.4 Location and Size

- a. Street signs on roadways to be maintained by the Town shall conform to the standards established by the Public Works Department.
- b. Building numbers shall be at least 3.5" and of contrasting color to the mounting surface and be in clear view from the public way that serves the building. If the structure is too far from the road to be read by emergency personnel, a post or similar device will be mounted at the curb line with the building number. All building numbers shall be numerical and shall not be written out as a word (for example "5" shall not be "Five").
- c. Businesses located within a block, shopping center or other configuration where no number is apparent at the rear shall have numbers posted on or near the rear exit(s).

#### 1410 Penalty

Any person that remains in violation of this Chapter after thirty (30) days of receiving written notice of said violation, shall be punishable by a fine of not more than twenty-five dollars (\$25.00) for each day the violation continues thereafter .

Amendment to SB 108

1 Amend the title of the bill by replacing it with the following:

2

3 AN ACT relative to absentee ballot applications and relative to ratifying elections postponed  
4 from March 14, 2017.

5

6 Amend the bill by replacing all after section 1 with the following:

7

8 2 Ratification of Elections; Purpose. The purpose of section 3 of this act is to provide a political  
9 subdivision with an opportunity to cure any possible defects in a town or school district election  
10 caused by its postponement from March 14, 2017 by authorizing the political subdivision to ratify  
11 the results of the election at a special meeting held exclusively for that purpose on May 23, 2017.

12 3 Special Meeting Authorized; Ratification of Town or School District Election Results.

13 I. In this section, "special meeting" means a vote on an official ballot dated May 23, 2017 to  
14 ratify the actions taken by a political subdivision by official ballot at the Spring 2017 election held  
15 on a date other than March 14, 2017.

16 II. Any political subdivision that postponed an election from March 14, 2017 to a later date  
17 is hereby authorized to ratify the results of the election at a special meeting to be held exclusively  
18 for that purpose on May 23, 2017.

19 III. On or before April 25, 2017, the governing body shall hold a hearing and vote on  
20 whether to hold a special meeting authorized by paragraph II. The governing body shall post an  
21 attested copy of their warrant to voters at the place of the meeting and a like copy at one other  
22 public place in the town or district by May 2, and, within one week after posting the warrant for the  
23 special meeting, cause a copy of said warrant to be published once in a newspaper of general  
24 circulation in said town.

25 IV. A special meeting authorized by paragraph II shall be limited to a vote on the following  
26 question: "Shall the actions taken by official ballot in (town/school district) at the election held on  
27 (date) be ratified?"

28 V. The governing body may select the polling place and hours of voting for a special  
29 meeting authorized by paragraph II, providing that polls shall be open for at least 8 hours. The  
30 moderator shall determine the number of booths required for the special meeting.

31 VI. The clerk shall prepare the ballots for the special meeting and have them available for  
32 absentee voters on or before May 2, 2017. Absentee ballots shall be received by 5:00 p.m. on the day  
33 before the special meeting if delivered in person or by 5:00 p.m. on the day of the special meeting if

Amendment to SB 108

- Page 2 -

1 delivered by mail.

2 VII. If the majority of those voting on the question vote in the affirmative, the results of the  
3 postponed election shall thereby be legalized, ratified, and affirmed.

4 VIII.(a) If the majority of those voting on the question vote in the affirmative, all actions  
5 taken by the governing body between March 14, 2017 and May 23, 2017 that were in accordance  
6 with the results of the election shall thereby be legalized, ratified, and affirmed.

7 (b) Whether or not the majority of those voting on the question vote in the affirmative,  
8 any contract entered into by the governing body between March 14, 2017 and May 23, 2017 that  
9 was in accordance with the results of the election shall not be invalidated because of any defects in  
10 the election results caused by its postponement.

11 IX. If the majority of those voting on the question vote in the negative, all offices on the  
12 ballot shall thereby be deemed vacant and all warrant articles shall be deemed defeated. If any  
13 such vacancy results in the governing body being unable to fill a vacancy in such body because it  
14 lacks the necessary quorum, the governor may temporarily fill the vacancy upon the request of the  
15 town or school district clerk by appointing a qualified resident of the town or school district for the  
16 sole purpose of giving the governing body the quorum necessary to fill the vacancy, after which the  
17 governor's appointment expires.

18 X. Ratification of election results in accordance with this section shall not cure any defects  
19 in the election not attributable to the postponement of the election.

20 4 Effective Date.

21 I. Section 1 of this act shall take effect 60 days after its passage.

22 II. The remainder of this act shall take effect upon its passage.

**Amendment to SB 108**  
**- Page 3 -**

2017-1229h

**AMENDED ANALYSIS**

**This bill:**

**I. Provides absentee ballot applicants with the option to provide a phone number and an email address.**

**II. Authorizes political subdivisions that postponed elections from March 14, 2017 to ratify the results of the election at a special meeting to be held exclusively for that purpose on May 23, 2017.**

## Town of Exeter - Set SAIL - Master Plan - Grant Application

Exeter will be impacted by more frequent and extreme weather events, involving increased ocean storm surge and progressive sea-level rise in the future.

In 2013, in accord with Senate Bill 163, The Coastal Risks and Hazards Commission was established to study the risks to NH coastal communities. Mimi Becker, and later, Richard Huber represented Exeter in the work of this commission.

On December 1, 2016 the commission ended their work with the publication of their final report. Copies of the final report with letters from Cliff Sinnott, CRHC Chairman, have been delivered to:

Russell Dean, Town Manager  
Dan Chartrand to share with the Board of Selectmen  
Kelly Bergeron, Exeter Planning Board  
Carlos Guidon, Exeter Conservation Commission  
And the Exeter Public Library  
(The CRHC Report is also available at [www.nhcrhc.org](http://www.nhcrhc.org))

Among the report's recommendations is the request that municipalities address these coastal risks in their Master Plans. Exeter is in the process of updating its Master Plan.

On Thursday, March 23, 2017, there was a workshop presented by the "**Setting SAIL Project**" at the Newmarket Town Hall. Attending from Exeter were: Lionel Ingram, Richard Huber, and his wife, Carol Huber. At this workshop, it was announced that NOAA was funding **grants of about \$6000 per municipality** to support implementation of the recommendations from the Coastal Risks and Hazards Commission's final report. The grant title is the "**NH Setting SAIL Technical Assistance Grant**" and the application **deadline is Friday, April 28, 2017.**

"NH Setting **SAIL**" is referencing an acronym established in the CRHC Report:  
**S** = Science – act on the basis of the best available scientific information about climate change  
**A** = Assessment – determine what is at risk and its degree of vulnerability to that risk  
**I** = Implementation – prioritize the plans for mitigation of the risk and act on the plan  
**L** = Legislation – determine if legislation needs to be modified to enable action

Exeter has begun the process of assessing what is at risk, most recently, by the engagement of the **C-RiSe** (Climate Risk In the Seacoast) project in Exeter (also funded in part by NOAA). Its final report should be available around March 31, 2017. Its focus is to "Assess the Vulnerability of Municipal Assets and Resources to Climate Change." It is largely focused on impacts from sea-level rise and coastal storm surge flooding.

The CRHC report seeks a broad assessment of risks and vulnerabilities to include risks to the:  
Economy – sustaining jobs and quality of life impacted by risks to access roads, etc.  
Facilities – owned by government and private entities that may need to adapt to climate change  
Natural Resources – ecosystems supporting biodiversity, flood protection, fresh water, recreation  
Heritage – recreational, cultural, historic assets and resources

New Hampshire Setting SAIL's goal is to support Municipal implementation of the CRHC report through outreach and technical assistance in applying for the grants.

The \$6000 grant could be used by Exeter to support augmenting the Exeter Master Plan to include a natural hazards section to include plans for implementing the appropriate CRHC report recommendations. This effort could leverage the C-RiSe report findings. It might go on to include further work to inventory vulnerable assets and prioritize mitigation according to urgency. This might include doing community outreach such as holding meetings to better inform the residents and department heads about the climate adaptation issues. This effort might further affect the town's Open Space Plan, Hazard Mitigation Plan, Capital Improvement Plan and Emergency Preparedness/Evacuation Plan.

The workshop provided guidance for producing the Grant Application:

- Briefly describe your proposed project
- Determine who to get in touch with in your community to further develop the idea
- Describe specific technical support requested
- Provide a task-based work plan and schedule of completion
- Provide an estimated project budget
  - and, if applicable, a description of non-federal cash / in-kind match
- List other project ideas that your municipality considered
  - in response to this request for proposals

**Contacts for technical assistance in applying for the grants include:**

Rockingham Planning Commission:

**Julie LaBranche**, [jlabranche@rpc-nh.org](mailto:jlabranche@rpc-nh.org) (603) 778-0885

Strafford Regional Planning Commission:

**Kyle Pimental**, [kpimental@strafford.org](mailto:kpimental@strafford.org) (603) 994-3500

**The grant is to be submit by 04/28/17 to:**

NHDES Coastal Program:

**Nathalie Morison**, [nathalie.morison@des.nh.gov](mailto:nathalie.morison@des.nh.gov) (603) 559-0029

**Additional Contacts:**

NH Coastal Adaptation Workgroup (CAW)

NH Department of Environmental Services

**Sherry Godlewski**, [sherry.godlewski@des.nh.gov](mailto:sherry.godlewski@des.nh.gov) (603) 271-6801

Great Bay National Estuarine Research Reserve, NH Fish & Game

**Steve Miller**, [steve.miller@wildlife.nh.gov](mailto:steve.miller@wildlife.nh.gov) (603) 294-0146

Exeter Town Manager – **Russell Dean**, [rdean@exeternh.gov](mailto:rdean@exeternh.gov) (603) 778-0591 ext. 102

Exeter Town Planner – **Dave Sharples**, [dsharples@exeternh.gov](mailto:dsharples@exeternh.gov) (603) 773-6112

Exeter representative to the Coastal Risks and Hazards Commission:

**Richard Huber**, [huber@acm.org](mailto:huber@acm.org) (603) 772-1989

This summary was written by Richard Huber





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



Clark B. Freise, Assistant Commissioner

March 27, 2017

Mr. Edward J. Leonard, P.E.  
Wright-Pierce  
230 Commerce Way, Suite 302  
Portsmouth, NH 03801 USA

**Re: Authorization to Award Contract  
Town of Exeter  
Wastewater Treatment Facility Upgrades  
CWSRF Loan CS-330130-15**

Dear Mr. Leonard:

We have received your request on behalf of the Town of Exeter together with accompanying cost data and other required information to authorize the award of the construction contract for the Wastewater Treatment Facility Upgrades Project.

After reviewing the material submitted, we wish to inform you that all of the conditions and assurances needed to be met prior to authorization to award the contract have been fulfilled. The Town of Exeter is, therefore, authorized by the New Hampshire Department of Environmental Services (NHDES), Water Division, in accordance with the provisions of NH Code of Administrative Rules Env-Wq 500, State Water Pollution Control Revolving Loan Fund Rules, to award the contract as indicated below.

**Contract Approval**

Contract for the Town of Exeter, New Hampshire's Wastewater Treatment Facility Upgrades Project to Apex Construction, Inc., of Somersworth, New Hampshire for \$34,484,030 (Total Bid), of which \$14,000 is ineligible for participation under the State Water Pollution Control Clean Water Revolving Fund (CWSRF).

Authorization to award and eligibility determination does not affect the total amount of CWSRF funds available to be borrowed by the loan recipient.

Conditions: Notice to Proceed shall not be issued until the construction phase engineering contract is in place.

The prime contractor shall be required to continue positive efforts to solicit disadvantaged business enterprise (DBE) participation, in accordance with the provisions of 40 CFR 33, whenever subcontracting opportunities arise during the performance of this contract. The contractor is expected to review DBE proposals brought to their attention during the contract period and, if not utilized, keep a record of reasons for rejecting the proposals. Documentation of these positive efforts shall be submitted to the NHDES Water Division for review and certification. Failure to comply with DBE requirements can result in sanctions against the loan, such as the withholding of disbursements.

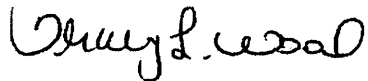
The requirements relating to the Davis-Bacon and Related Acts (Prevailing Wage Requirements), as specified in the CWSRF Original Loan Agreement for this project, will be required to be maintained throughout the project.

The requirements relating to the American Iron and Steel Provisions, as specified in the CWSRF Original Loan Agreement for this project, will be required to be maintained throughout the project.

After the contract has been signed, we will require two certified copies, one for State Revolving Fund (SRF) files and one for our Construction Management Section.

Please contact us if you have any questions.

Sincerely,



Tracy L. Wood, P.E., Administrator  
Wastewater Engineering Bureau

ecc: Russell Dean, Town of Exeter  
Jennifer Perry, PE – Town of Exeter  
Michael Jeffers – Town of Exeter  
Dan Dudley, P.E., WEB/WD/DES

Dennis Greene, P.E., WEB/WD/DES  
Kathie Bourret, WEB/WD/DES  
Beth Malcolm, WEB/WD/DES

# BUILDING DEPARTMENT

*Douglas Eastman, Building Inspector/Code Enforcement Officer*

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**DATE:** March 27, 2017

**MEMO TO:** Russ Dean, Town Manager  
**CC:** Board of Selectmen

**FROM:** Doug Eastman, Building Inspector/Code Enforcement Officer

**RE:** Exeter Sportsman's Club

Prior to issuing the building permit for the proposed improvements at the Exeter Sportsman's Club, I am requesting an approval from the BOS, if required.

It is my understanding that the Planning Board, at their 3/23/17 meeting, reviewed and approved the Club's site plan for the proposed improvements.

Please advise as I am expecting a representative from the Club to be requesting their permit.

Thank you for your anticipated cooperation in this matter. Any questions, please do not hesitate to contact me.