Exeter Board of Selectmen Meeting Monday, April 17th, 2017, 6:50 p.m. Nowak Room, Town Office Building 10 Front Street, Exeter, NH

- 1. Call Meeting to Order
- 2. Board Interviews Economic Development Commission
- 3. Public Comment
- 4. Minutes & Proclamations
 - a. Proclamations/Recognitions
- 5. Approval of Minutes
 - a. April 10th, 2017
- 6. Appointments
- 7. Discussion/Action Items
 - a. 79-E Application: Soaring Hawk LLC
 - b. Chamber of Commerce Lease Request: Lower Level Town Hall
 - c. Human Services Funding Disbursement Process
 - d. 2017 Warrant Article Winter Parking Ban Discussion
 - e. Exeter Sportsmens Club Invitation
 - f. Department Heads Schedule of Periodic Updates to Board
- 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: 4/14/17 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



Town of Exeter

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

Statement of Interest Boards and Committee Membership

Committe	ee Selecti	on: Exeter Econo	omic Development Co.	mmittee EEDC	
	New 📕	Re-A	ppointment	Regular	Alternate
Name:	John Trer	nblay		Email: jltremblay@	comcast.net
Address:	17 Herita	ge Way Exeter, N	IH	Phone: 603-580-19	
Registered			No 🗌		
Statement o	f Interest/ex	perience/backgro	und/qualification, etc. (resume can be attached).	
As both a r	esident of,	and Business lea	ider in Exeter I have a	strong desire for the futu	ure growth and development of the
town. OSR	AM Sylvan	ia has been a lor	ng time partner of the	Town of Exeter, it's contin	nued development in the area is
highly influe	enced buy t	he surrounding a	rea and strong econo	mic stability of Eveter A	s my career expands from middle
managemei	nt, to senio	management m	V desire to extend my	involvement have a	s my career expands from middle business career to assisting and
driving my k	ocal area to	prosperity and in	morovements has are	A A A A A A A A A A A A A A A A A A A	business career to assisting and
ommitment	to the tow	n and a drive for	erection and the gro	wn. Attached is my resu	me, and along with a strong
e stronaly a	Considered	for this position.	creating a solid future	for the people of Exeter	and New Hampshire I would like t
			e list all training sessions	s you have attended relative	e to your appointed position.
ho has not f fter submittir The ap Follow If appo Clerk p	iled a similing this application wing the interinted, you virior to the s	ar application; 3. Cation for appointn Il be reviewed and view the Board wi vill receive a letter	this application will be ment to the Town Managorous will be scheduled fall vote on your potential from the Town Manage on the committee or be	ger: or an interview with the Sel appointment at the next r	
nature:	Mu	26 rency	7	Date: _	4/14/17

JOHN L. TREMBLAY

17 Heritage Way Exeter, NH 03833

iltremblay@comcast.net

Home (603) 580-1965 Cell: (603) 682-9029

PROFESSIONAL SUMMARY

Highly successful Business and Operations Manager, with experience in all aspects of industry and strength in Engineering, Operational Excellence, Product Development, Process Optimization, and Project Management. Significant experience and expertise in cross functional, international team management, and communications.

Strategic Planning	LEAN Expert	'6-Sigma Black belt
SAP/EDOS/PRD/3PM	*Budget and Roadmap	*Government program activities
Business Growth	*Manufacturing Management	*Organizational Development
*Engineering	'Marketing Management	'Leadership/Team Building
Operational Excellence	<pre>NPI(New Product Development)</pre>	*Root Cause Analysis

PROFESSIONAL EXPERIENCE

OPERATIONS MANAGER NAFTA- SPECIALTY LIGHTING DIVISION 2016- PRESENT OSRAM SYLVANIA— VARIOUS LOCATIONS US

- Senior Management position with responsibility for 4 facilities that manufacture and distribute over \$500
 million dollars in lighting products for the automotive and semiconductor business units within OSRAM.
- · Responsible for Total Budget and P&L of all SP NAFTA operations.
- Responsible for devising an operations strategy, and leading staff level management teams to achieve objectives.

SOLID STATE LIGHTING (SSL) OPERATIONS MANAGER NAFTA- SPECIALTY LIGHTING DIVISION 2016- 2016 OSRAM SYLVANIA— VARIOUS LOCATIONS US,

- Staff level position in Business Unit targeted to lead and direct SSL engineering and manufacturing teams to develop, outsource, and or manufacture over \$100 million dollars in LED lighting solutions for the SSL OEM business unit in NAFTA.
- · Responsibility for the P&L for SSL manufacturing and Cost of engineering resources.
- Task with building an Industrialization team and hiring key resources to achieve strategic objective of the SSL OEM Segment in SP.

DIRECTOR OF ENGINEERING AND TECHNOLOGY NAFTA- SPECIALTY LIGHTING DIVISION 2014-2015 OSRAM SYLVANIA- VARIOUS LOCATIONS US, CANADA, MEXICO

- Staff level position in Business Unit targeted to lead and direct Development Engineering, 80 resources spread out in 8 factories to support the development, fabrication, implementation, service, and maintenance of all equipment and technology responsible for the manufacturing of traditional, Electronics, and LED (Solid State) lighting products.
- Interfaces with Business units within OSRAM to plan, execute and implement footprint projects and programs.
- Provide direction for "Turn Key" engineering services to maintenance, upgrade, or relocate equipment or other assets within the company.

DIRECTOR OF INDUSTRIALIZATION AMERICAS - ELECTRONICS AND SOLID STATE LIGHTING 2012 - 2014 OSRAM SYLVANIA - VARIOUS LOCATIONS US, CANADA, MEXICO, AND SOUTH AMERICA

- Staff level position in Business Unit targeted to lead and direct an international Operations and Engineering team to focus on New Product Introduction (NPI) to support the development, implementation, and manufacturing of Electronics and LED (Solid State) lighting products totaling over \$300 million in sales. Responsible for development and implementation of a Manufacturing Strategy and 5 year roadmap activities including Budget and Capital Expenditure Request for equipment, tooling, and expansion. Presentations developed and given to highest levels of the organization for funding to expand manufacturing capabilities and capacities.
- Interfaces with Marketing, Sales, and R&D to provide Design for Manufacture (DFM) and Quotation of
 products for both internal and external manufacture. Implements production through interaction with
 various internal manufacturing locations or through the setup and validation of Contract Manufacturers
 (CM) located globally.
- Works closely with Supply Chain and Purchasing to drive lower costs and identify and manage vendor relations.
- Provides sustaining engineering for over 80 internal and external manufacturing locations responsible for NAFTA products, and works closely with Global Industrialization team to maximize manufacturing capabilities and processes.

DIRECTOR OF MARKETING. BUSINESS CREATION - OUTDOOR SSL

2010 - 2012

OSRAM SYLVANIA- VARIOUS LOCATION IN MASSACHUSETTS, AND NEW HAMPSHIRE

- Responsible for the Business Development and P&L of Outdoor Solid State Lighting division, with targeted sales of \$3 Million FY 2012 and triple sales growth over following 3 years.
- Targeted to Develop understanding of Market, Product Requirements, and build team to accomplish goals and objectives
- Achieved target to build business from Zero(0) sales in 2010, through development of Marketing, Sales, and Engineering resources.
- Built up both NPI and Marketing teams that developed and launched, 84 new SSL products in Late 2011, generating initial \$1 million in Sales as of 2012 and sales expectation of over \$20 million in 2013.
- Marketing Management, Engineering, and Project Management recruited and placed in position successfully.

NAFTA BU OPERATIONS MANAGER - HIGH INTENSITY DISCHARGE DIVISION

2008 - 2010

OSRAM SYLVANIA – MANCHESTER NEW HAMPSHIRE

- Responsible for P&L of manufacturing operations in the NAFTA region High Pressure Discharge (HPD)
 Business unit (BU), a \$400 million dollars in sales revenue business segment.
- Directed the manufacturing organizations located in Manchester, NH; Exeter, NH; Central Falls, RI; and Juarez, MX to assure they achieve their financial expectations, plant operating results, capital expenditures program objectives, and productivity goals.
- Ensures daily manufacturing objectives are met; products are shipped on schedule, at budgeted costs and of acceptable quality levels.
- Responsible for quality, budgeting and planning, 5 year plan and roadmap, capital expenditures, productivity projects, guarantee compliance with state and government regulations, and insuring the use of materials and human resources meets business expectations.

Key Accomplishments

- Exceeded target Productivity budget of \$3+ million annually through implementation of strong project team and use of LEAN/6 Sigma programs.
- Built strong relationship with local government and local trade and community colleges to acquire needed resources in difficult market.
- Launched and maintained a successful Energy Savings Program that become the benchmark for the Company (Sylvania US).
- Handpicked for next position due to strengths in Operations and Product Development.

OTHER EXPERIENCE, ACCOMPLISHMENTS, POSITIONS OSRAM SYLVANIA

1989 - 2010

- Accountable for Marketing, Engineering, and Manufacturing teams, directing them on product development and manufacturing goals to achieve a high quality competitive product portfolio.
- Responsible for quality, budgeting and planning, capital expenditures, productivity projects, guarantee compliance with state and government regulations.
- Plant Manager Manchester, NH 2006-2008. Responsible for over \$80 million in annual sales of products produced in Manchester NH, and Juarez, Mexico.
- Supervised salary staff of 60 and hourly staff of 500 employees. Interacted with executive management, German colleges, and management staff of Juarez, Mexico, Exeter, NH and Central Falls, NH to meet production and productivity goals. Improved plant profitability to 12%, and achieved productivity target of over \$4 million.
- Product Line Manager/Project manager of Juarez and Manchester operations five years; relocated major product line with \$27 million in annual sales.

EDUCATION

Executive Education Programs ~ Cornell University, Babson College

Master of Science in Manufacturing Engineering ~ Boston University –Boston, MA

Bachelor of Science in Electrical Engineering ~ University of Lowell - Lowell, MA

Additional Professional Training

Six Sigma Training, Breakthrough Leader Training, FORD AQPQ and Quality System training Executive Education, Babson College on financial and strategic management Global Management Institute(GMI) Cornell University six month intensive training Cornell University(BMI) four month plant management training

AWARDS

Osram Star Award — Highest and most prestigious award for exceptional performance within the company Patent Awards- 2 Product Patents and 3 Proprietary awards

AFFILIATIONS

Certified Toastmaster, Engineering Honors Society, Eagle Scout Illumination Engineering Society, Active member of D.O.E. Manufacturing and R&D program

Draft Minutes

Exeter Board of Selectman

April 10, 2017

1. Call Meeting to Order

Chairman Don Clement called the meeting to order at 7:03pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Ann Surman, Clerk Kathy Corson, Dan Chartrand. Town Manager Russell Dean was also present.

2. Public Comment

There was no public comment.

3. Minutes & Proclamations

There were none.

4. Approval of Minutes

a. April 3, 2017

Selectman Clement wanted to amend page 4, "there was a remark from Selectwoman Gilman about difficulty on the Heritage Commission" he thinks this should be "getting members on the Heritage Commission." On page 10, second paragraph in the discussion on changing the water ban this should say "Selectman Chartrand asked if it was a good idea". Also on page 10, it says that "Exeter is looking at things called incubators" it was suggested they were looking at them during an EDC meeting. Selectwoman Surman said on page 10, the second line under committee reports that should say "that has to do with the force main project that is in the fall".

MOTION: Selectwoman Surman moved to approve the March 13, 2017 meeting as amended. Selectwoman Corson seconded. The motion passed unanimously.

5. <u>Appointments—Water Sewer Advisory Committee, Zoning Board of Adjustment, Memorial</u> Day Parade Committee

MOTION: Selectwoman Surman moved to nominate Ben Mosher to the water sewer advisory committee with a term set to expire 4/30/20, Selectman Chartrand seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to nominate Joanne Petito as an alternate member to the Zoning Board of Adjustment with a term to expire 4/30/2018, Selectman Chartrand seconded. The motion passed 3-0-1. Selectwoman Corson abstained.

MOTION: Selectwoman Surman moved to nominate Mike Lampert to the memorial day parade committee, Selectman Chartrand seconded. The motion passed unanimously.

6. <u>Discussion Action/Items</u>

a. Update on the Sewer Main Break

Jennifer Perry appeared before the Board to discuss the sewer main collapse on High Street, just west of Portsmouth Ave. There had been a sewer backup in this area earlier in the week, and they had removed

a lot of grease and they thought this was similar. As they got to cleaning yesterday they quickly realized this was a line collapse. They have a detour up for most of the day today, and they did mobilize a contractor that specializes in pumping because this is pumping interceptor. This is very slow going, because there are gas mains in the area and they ask for everyone's patience and understanding. They do not know when this will be completed at this point and they will let everyone know as soon as they have more information. This was not a planned event, this was and still is an emergency.

b. Swasey Parkway Trustees re: Parkway Use During upcoming WWTF project

Selectwoman Surman introduced the Chair of the Swasey Parkway Trustees for a presentation. Mr. Damsell had a calendar for the Board of all the events for the year. Mr. Damsell said the park is a very special place that gets used year-round. He feels it is very important to keep safety in mind at this historic park that was given to the town over 100 years ago. There have been several projects completed in the past few years inside the park. They awarded the mowing contract for the park for this year. There has been some vandalizing in the park, most recently there was some graffiti in the park and they were able to find the person responsible who will be painting over the work. The police will have more presence in the park due to complaints about speeding, dogs in the park, etc. The committee has been meeting with the town about the new sewer mains that will come through the park to make sure it has the least amount of impact. All the parties involved in this project have taken the time to understand the significance of the park. Unfortunately, due to this project they will be losing some old growth trees. Selectman Clement asked when construction starts on the project. Mr. Damsell explained they are working around the list of events in the summer, most of the digging and construction will start almost immediately in the fall after the Beer Keg and Chili Fest. Selectman Clement asked if they should close the park for safety reasons during this time, It was explained they are looking at a road closure for a couple months or a one way for some time. They do want to keep the park open for pedestrians though. Gerry Hamel explained the force main will take about 15 months. Which is why they are talking about closing the road for the winter months. If the Board deems it proper to close the road for two months they would reopen and then come spring time they would have to come back and dress up the area. The engineer would like to do one way, and Chief Shupe thought the one way or the closure could work but he also thought the closure was a good idea. They wouldn't have traffic down in the area at the same time as the work is ongoing. Selectman Clement asked if they could expect a recommendation from Chief Shupe and it was explained that at this point he is ok with either option.

Selectman Clement would like them to think about these options a little more. Selectman Chartrand had some questions for the engineers, he is concerned that the time frame of the project is very tight. There are penalties to the town if they do not meet the schedule. While the park staying open is a high priority, but it is more important from his perspective to meet the schedule. Ed Leonard, project manager with Wright Pierce appeared before the Board to answer these questions. Mr. Leonard said they should meet the schedule, this is a complex project and they have been in discussion with the committee for a while. This has been broken down into 3 phases and they should break ground on the first part next month. In terms of schedule they need to get the pump station out to construction soon, and the force main they have several more months before they hit the schedule. There is contaminated material on the housing authority site, so they have to deal with this and they need to be able to get to the pump station. They are suggesting that the road be one way for 12-13 months. They would like the road completely closed in a limited window from fall to winter. This is all geared towards public safety. Selectman Chartrand, asked again if they were confident they would meet all the deadlines. It was

confirmed that yes they were confident. They have contingency measures in place as well but they have to focus on making sure they get the project advertised and come to a consensus. Selectwoman Corson asked how this would affect the next year events? Mr. Hamel said the events are well planned out and they will work around the events. Selectwoman Surman said so if they did the actual closure for a few months would the closure make this more efficient. They said that yes, they believe this will make it more efficient. Mr. Leonard also confirmed that the one way would need to start around August. Ms. Perry wanted to mention that she concurs with everything said so far, and they would have recommended the closure to get the pipe in because it's really important and it's for safety. Mr. Damsell said that they have marked the trees that will be removed with a red ribbon, and the green ribbons are saved. The green stakes are where the pipe will be placed. The white ribbons are where the historic group may dig for arrow heads. He also wanted to mention that metal detecting is not allowed in the park and that they have seen several people doing this recently.

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

Selectman Clement explained where this stood since the last time it was at the meeting and this is a continued public hearing from March 27, 2017. Selectman Chartrand and Selectwoman Corson were part of the EDC when 79E was passed and they both OK with not having another presentation. Selectwoman Surman asked if they were at the point where they determined the abatement on this. Will they be voting on this tonight. Selectman Clement said they have 45 days after they close the public hearing to make a final decision. Selectman Clement would like to see the entire board here when they finalize this because this is the first application. Selectman Chartrand asked if anyone in the general public spoke for against this at the last meeting. It was confirmed that no public spoke at the last meeting. Beth MacDonald, Chair of the Economic Development Commission spoke before the Board. She urges the Board to give great consideration to the application.

Selectwoman Corson asked what other towns had done with these. Mr. Kaneb appeared before the Board representing Soaring Hawk, he feels he owes the Board and the public why he feels this is a perfect project 79-E. He has called around to various municipalities, and he got a lot of information from Concord. They have had a lot of good luck with it and are happy with it. They are much further down the road with these than Exeter. Selectman Chartrand thanked the owner for being here tonight, and asked if it was fair to say they had invested a fair amount of money into the exterior and they will be investing a fair amount of money on the interior. This was confirmed, the interior would be in excess of a million dollars in work. Selectman Chartrand felt they should go through the criteria and determine length of time. He is also very much in favor of granting this status to this. Selectwoman Corson is as well, and it is in the numbers. She knows this has been done in Newmarket and she is trying to see what other places have done. Is there a formula they used to determine the numbers? Mr. Kaneb said he was no given any formulas or how they determined amounts in other towns. Selectwoman Surman said in one section it says they can grant up to 5 years, and then there are additions that may be able to add additional years. She would like to know how Concord broke it down to begin with, she just wants to be judicious on how they break this down. Is it fair to say they would get no less than five years? Mr. Winham said that all communities look at this differently. Some say if they qualify for this they will give them the boat, but he says Selectwoman Surman is looking at this the same way that he sees it. He agrees that the Board should go through each qualifier to determine this. Selectwoman Corson asked if they knew if other buildings would be using this. Mr. Winham knew of two others that were discussing submitting applications.

John DelSanto is the majority owner of the building across the street which is Long Block. He will say that the issue here with Concord is that unless you have a very large building you are shut out of development. This is a small town and small individual owners who develop these towns. The incentives really have to be at a much lower level going forward. In terms of fairness he has not received any incentives. He has issues with the assessors and not the 79-E.

Mr. Dean wanted to say that page 4 of the application, and the statute are worth a quick review of the state's explanation of the public benefit criteria. On page 4 of the Mr. Kaneb application he goes through each category and lays out how the project may meet those goals.

MOTION: Selectman Chartrand moved to close the public hearing, Selectwoman Surman seconded. The motion passed unanimously.

Selectwoman Surman and Selectwoman Corson would like to see the whole Board here to discuss the criteria. Selectman Clement asked if anyone had any aversion to any of the criteria. Selectwoman Surman felt the weakest link was the residential unit. She personally would not consider this one of the benefits. Selectwoman Corson agreed. Selectman Chartrand wanted to speak in the positive on the public benefit, this will revitalize this part of town and be a tremendous public benefit of getting an unused building back online. Selectman Clement added it will also bring in jobs as well.

Selectman Clement said the next one is the 4 years for the historic portion. Mr. Kaneb said the building was accepted into the historic district and has met the conditions for the exterior renovations. The remaining work is almost entirely inside. Selectman Clement asked about why the United States Government were giving the standards for this. This item was discussed at length. The Board would like Selectwoman Gilman to weigh in on this portion.

Selectman Chartrand said the last portion, efficiency safety and greater sense of community they meet right on target. He also agrees with Selectwoman Surman the residential piece may not need to be included as it doesn't provide much benefit to housing in Exeter.

Selectman Clement said they would take this up at the next meeting to come to a decision hopefully with a full board. Selectman Chartrand said in case he is not here, he would like to see the Board err on the side of giving more tax benefit as this is the first one. The Board also would have town counsel look at the covenant draft.

b. MS4 Stormwater Management Presentation

Jennifer Perry, Director of Public Works appeared before the Board. They were finally issued the permit in January. There is a lot that needs to be gone through tonight. Lyndsay Butler with Wright-Pierce who would be going through this project tonight. A PowerPoint presentation was presented to the Board. This presentation would be on the town website.

Selectman Chartrand asked that since Exeter is one community in the Swampscott River Basin what are the other point sources doing upstream? It was explained that some are being given waivers and only a few were added to MS4. Selectman Chartrand felt this was disappointing as a lot of the nitrogen is coming from up stream. Selectman Clement explained that some of the little towns do not have urban compacts so they do not qualify for MS4. They are trying to address their own issues which will be a benefit to the watershed. Selectman Chartrand said he didn't want to be misunderstood, it is important that Exeter meets this, but there are a lot of issues upstream as well. Paul Vlasich, Town Engineer

explained that they are trying to put their arms around the nitrogen numbers. Once they get to figuring out the numbers they will have more discussion on these issues later. Mr. Dean asked if one of the consultants could talk if this permit was under appeal in Massachusetts. Ms. Butler explained that the Massachusetts MS4 permit was a year ahead of NH. There were a lot of appeals submitted and the EPA is working through the legal process. As of now they are still planning that Massachusetts will go final in July 2017. There has been one NH appeal submitted so far, but they believe there will be more. Hopefully there will be more information on this process as more appeals get submitted.

c. Chamber of Commerce re: request to lease town hall lower level

Mr. Dean explained they were approached by the Chamber of Commerce who is interested in creating a visitor and information center in downtown. They are here tonight, asking for consideration to lease a space next to the finance office on Water Street. They would upgrade some of the space. Rachael Ela, the Vice Chair of the Exeter Chamber of Commerce appeared before the Board to discuss this possible lease. A central point of information would benefit tourists and residents to know event schedules. The Chamber of Commerce has focused much of their discussion on increasing foot traffic in the downtown area, having a visitor and information center would greatly help this. Selectwoman Surman felt the devil was in the details, these questions were more about the lease. She felt the Board should come with the lease so in case someone else came back before them for something similar. She felt the lease example submitted was a good start, just needed finalizing. She is not opposed to this, just wants to make sure the lease is correct. Selectman Chartrand is in favor of this, and would like to see this move forward quickly. Selectwoman Corson wondered why this space has never been use, and if the town is in need of this space. Mr. Dean said most recently it has been used for storage of documents and they had made efforts to move these documents to the back of town hall. This opened up the space, and they don't have any immediate plans for it. Mr. Dean said there is no need in the next year and it would involve planning if they wanted to start using it. Selectwoman Corson thought this was a great idea, but that this should encompass all of downtown and not if you are just a member of the Chamber or not. She is concerned about being left out. It was explained that they are very specific in their wording because they want to service not just residents but visitor and representing the whole of Exeter. Selectwoman Corson asked if this could be added to the lease.

Selectman Clement referenced the sample agreement they have, where it states the chamber has been using the 2nd floor for storage. This was confirmed that they have been using it for several years. Selectman Clement asked if it would be a benefit if members of the Board and a member of the Chamber visited the location to see everything. Selectwoman Corson has concerns if the town may need the space for. Selectman Clement said the Chamber is willing to spend a significant amount of money to upgrade the space, do they need a guarantee of a certain timed lease. It was explained that information is still being gathered on the repairs so she believes It will need to be based off of these final figures. Selectman Clement asked when they were looking for an answer, and it was confirmed that as soon as possible. Selectman Clement also said there were letters sent to the Board in favor of this.

Selectman Chartrand had to leave the meeting at 9:37PM.

7. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

MOTION: Selectwoman Corson moved to grant disability exemption for 104/79/1004 in the amount of \$125,000. Selectwoman Surman seconded. The

MOTION: Selectwoman Corson moved to grant elderly exemption for 104/79/705 in the amount of \$152,251, Selectwoman Surman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to grand elderly exemption for 94/22 in the amount of \$183,751, Selectwoman Surman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to grant elderly exemption for 103/13/8 in the amount of \$152,251, Selectwoman Surman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to accept a yield tax for 44/4 in the amount of \$960.26, Selectwoman Surman seconded. The motion passed unanimously.

b. Permits & Approvals

There were none.

c. Town Managers Report

Mr. Dean explained they were asking to rewrite their volunteer letter from Ginny Raub as it was felt it was like winning the lottery. It was wordsmithed a bit, and it would be submitted to the board for review. Mr. Dean went to the housing committee meeting on Friday, that report is becoming final and they will be looking to present the findings to the Board on April 24th tentatively.

d. Update on Drought

Jennifer Perry appeared before the Board to discuss an update on the drought. She has started to pull together a format that is not final yet. It does pull together the overall summary of where we are at. It will be updated probably monthly. We are still in a moderate drought but this is two levels less then where we were last fall. She is also working on trying to come up with a monitoring plan going forward to tell everyone how things are trending. Exeter is currently using around a million gallons a day, which is the low point and this will start to creep up. The town should be investigating how to maximize the surface water use. Selectman Clement thanked Ms. Perry for the reports, and he read that the next two weeks are more telling on seeing where the drought. He is still hesitant on removing the water ban tonight. Ms. Perry recommends looking at a lessening the restrictions but not completely removing them. Selectman Clement still wants to err on the side of caution and Selectwoman Corson would like to wait until the other two members are present. Selectwoman Surman does not mind being conservative for right now.

e. Correspondence

State DOT on NH111 that they found a flashing yellow beacon that they will be removing.

8. Review Board Calendar

Next meeting is Monday, April 17, 2017

9. Non Public Session

There was no non-public session.

10. Adjournment

Selectwoman Surman moved to adjourn at 10:15PM, seconded by Selectwoman Corson.	The motion
passed.	

Respectfully Submitted,

Jennifer Dionne, Recording Secretary

Economic Development Department

Memo

To: Board of Selectmen

From: Darren Winham, Director

CC: Russell Dean, Town Manager

Date 3/24/17

Re: Soaring Hawk LLC 79-E request

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

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

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

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

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

Soaring Hawk, LLC of 1 - 9 Water Street, Exeter, NH 03833 (hereinafter referred to, collectively, if appropriate, as "GRANTOR"), owner of property situated at 1 - 9 Water Street, Exeter, NH (hereinafter referred to as the "PROPERTY"), for itself and for its successors and assigns, for consideration of tax relief granted to GRANTOR by GRANTEE pursuant to the provisions of RSA 79E, agree to the following Covenants imposed by the Town of Exeter, (hereinafter referred to as "GRANTEE"), 10 Front Street, Exeter, County of Rockingham, State of New Hampshire.

These covenants are made in exchange for <u>TBD</u> years of property tax relief granted with respect to the PROPERTY as a result of the redevelopment of the PROPERTY to be accomplished by the GRANTOR in accordance with GRANTOR'S proposal. The specific approved scope of work is attached as "SOARING HAWK, LLC - COMMUNITY REVITALIZATION TAX RELIEF APPLICATION (PER RSA 79E) approved by GRANTEE (by vote of the Exeter Board of Selectmen) on DATE TBD, and in accordance with the site plan approved by the Exeter Planning Board and the site plan as subsequently amended and approved by the Town of Exeter (by the Planning Board or through an administrative approval process). In case of any conflict between the attached scope of work and the approved site plan (as amended and approved by the Town), shall prevail.

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

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

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

The GRANTEE agrees that the PROPERTY, if substantially rehabilitated (or "redeveloped") in accordance with GRANTOR'S proposal approved by GRANTEE on DATE TBD, provides a demonstrated public benefit in accordance with the provisions of RSA 79-E:7 insomuch as the redevelopment of said property:

- I. Enhances the economic vitality of downtown; and
- II. Enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district,

town center, or village center in which the building is located; and

III. Promotes development of municipal centers, providing for efficiency, safety and a greater sense of community consistent with RSA 9-B; and

IV. Increases residential housing in urban or town centers.

The terms of the Covenant, which is hereby granted by the GRANTOR to the GRANTEE with respect to the above described PROPERTY, and which shall commence simultaneously with the period of tax relief but shall continue for an additional TBD years beyond the termination of the TBD-year tax relief period, are as follows:

GRANTOR'S COVENANTS:

REDEVELOPMENT OF PROPERTY. The Grantor agrees to redevelop the PROPERTY during the term of this Agreement in accordance with GRANTOR'S proposal approved by GRANTEE on DATE TBD. The redevelopment contemplated by GRANTOR'S proposal approved by GRANTEE on DATE TBD shall be completed by the GRANTOR on or before DATE TBD. All of the work on the attached scope of work, and on the site plan as approved by the Exeter Planning Board, with amendments approved by the Town, must be completed in order for the tax relief to take effect. If only some of the work on the attached scope of work and the site plan as approved by the Exeter Planning Board, is completed prior to DATE TBD, then the PROPERTY shall be fully assessed for the value of that work during the tax year commencing 2017.

MAINTENANCE AND USE OF THE PROPERTY. The GRANTOR agrees to maintain, use and keep the structure in a condition that furthers the public benefits for which the tax relief was granted and accepted during the term of the tax relief under RSA 79-E. The GRANTOR agrees to continue to use the property as described in the attached "SOARING HAWK, LLC." The use of the property shall not be converted to a different use inconsistent with the description in the attached "SOARING HAWK, LLC."

REQUIRED INSURANCE, USE OF INSURANCE PROCEEDS, AND TIMEFRAME TO REPLACE OR REMOVE DAMAGED PROPERTY. The GRANTOR agrees and is required to obtain and maintain casualty insurance, as well as flood insurance, if appropriate. The GRANTEE requires a lien against proceeds for any insurance claims to ensure proper restoration or demolition of any damaged structures and property. The GRANTEE further requires that the restoration or demolition commence within one year following any insurance claim incident; otherwise the GRANTOR shall be subject to the termination provisions set forth in RSA 79-E:9, I.

<u>RECORDING</u>. The GRANTOR agrees to and shall provide for the recording of this covenant with the Rockingham County Registry of Deeds expeditiously upon signing of this covenant. It shall be a burden upon the PROPERTY and bind all transferees and assignees of such

PROPERTY. The GRANTOR will be solely responsible for payment of the recording fees.

ASSESSMENT OF THE PROPERTY. The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Tax Relief Granted based on the pre-rehabilitation (or redevelopment) value or such other value utilized by the Assessor to address improvements not covered by RSA 79-E. If the terms of these covenants are not met, the Property Tax Relief will be discontinued. Furthermore, the GRANTEE will assess all taxes to the owner as though no tax relief was granted, with interest in accordance with RSA 79-E:9, II. Provided that the Grantor complies with all the terms of the agreement, the property tax relief will commence on DATE TBD and end on DATE TBD.

RELEASE, EXPIRATION, CONSIDERATION.

- I. RELEASE. The GRANTOR may apply to the local governing body of the Town of Exeter for a release from the foregoing discretionary tax relief and associated covenant within the duration of the tax relief period of the RSA 79-E upon a demonstration of extreme personal hardship. Upon release from such covenants, the GRANTOR shall thereafter pay the full value assessment of such structure(s) and land to the Tax Collector of the Town of Exeter.
- II. EXPIRATION. Upon final expiration of the terms of the tax relief the tax assessment will convert to the then full fair market value. Upon final expiration of the terms of this covenant, these covenants will be concluded.
- III. CONSIDERATION. The Tax Collector shall issue a summary receipt to the owner of such PROPERTY and a copy of the governing body of the Town of Exeter for the sums of tax relief accorded during the term of this Agreement. The local governing body shall, upon receiving a copy of the above-mentioned consideration and upon the expiration of this covenant execute a release of the Covenant to the GRANTOR who shall record such a release with the Rockingham County Registry of Deeds. A copy of such release or renewal shall also be sent to the local assessing official.
- IV. MAINTENANCE OF STRUCTURE. If, during the term of the covenant, the GRANTOR shall fail to maintain and use the structure in conformity with the foregoing agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the covenants shall be terminated and a penalty shall be assessed as provided for RSA 79E.

ENFORCEMENT. If a breach of this Covenant is brought to the attention of the GRANTEE, the GRANTEE shall notify the GRANTOR, in writing of such breach, which notification shall be delivered in hand or by certified mail, return receipt requested to the GRANTOR. The GRANTOR shall have 30 days after receipt of such notice to undertake those actions, including restorations, which are reasonably calculated to cure the said breach and to notify the GRANTEE thereof.

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

by and to observe	and enforce to or and incumb	the provisions ent upon the	s hereof and a GRANTOR,	t to the GRANTEE agrees to be bound assumes the rights and responsibilities all in furtherance of the purposes for
				, 2017.
Witness				Grantor
				Print Name
Witness				Grantor
STATE OF NEW COUNTY OF RO		E		Print Name
On this	day of		, 2017, pe	rsonally appeared the above
proven, to be the contained therein.	same, and ack	and inowledged th	nat he/she/the	, known to me, or satisfactorily y executed the same for the purposes
			Notary	Public/Justice of the Peace
			Му сог	mmission expires:
ACCEPTED this	day of	f	, 2017	by the Town of Exeter

т	\sim	II.	ÆΙ	OE	EX	СТ	CD
	ı,	W	/IN	()H	H.X	H. I	H.K

TITLE V TAXATION

CHAPTER 79-E COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

Section 79-E:1

79-E:1 Declaration of Public Benefit. -

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

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

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

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

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

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

Section 79-E:2

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

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

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

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

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

- IV. "Substantial rehabilitation" means rehabilitation of a qualifying structure which costs at least 15 percent of the pre-rehabilitation assessed valuation or at least \$75,000, whichever is less. In addition, in the case of historic structures, substantial rehabilitation means devoting a portion of the total cost, in the amount of at least 10 percent of the pre-rehabilitation assessed valuation or at least \$5,000, whichever is less, to energy efficiency in accordance with the U.S. Secretary of the Interior's Standards for Rehabilitation. Cities or towns may further limit "substantial rehabilitation" according to the procedure in RSA 79-E:3 as meaning rehabilitation which costs a percentage greater than 15 percent of pre-rehabilitation assessed valuation or an amount greater than \$75,000 based on local economic conditions, community character, and local planning and development goals.
- V. "Tax increment finance district" means any district established in accordance with the provisions of RSA 162-K.
 - VI. "Tax relief" means:
- (a) For a qualifying structure, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on a qualifying structure shall not increase as a result of the substantial rehabilitation thereof.
- (b) For the replacement of a qualifying structure, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on a replacement structure shall not exceed the property tax on the replaced qualifying structure as a result of the replacement thereof.
- (c) For a qualifying structure which is a building destroyed by fire or act of nature, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on such qualifying structure shall not exceed the tax on the assessed value of the structure that would have existed had the structure not been destroyed.
- VII. "Tax relief period" means the finite period of time during which the tax relief will be effective, as determined by a local governing body pursuant to RSA 79-E:5.

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

Section 79-E:3

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

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

Any city or town may do so by following the procedures in this section.

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

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

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

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

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

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

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

Section 79-E:4

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

- I. An owner of a qualifying structure who intends to substantially rehabilitate or replace such structure may apply to the governing body of the municipality in which the property is located for tax relief. The applicant shall include the address of the property, a description of the intended rehabilitation or replacement, any changes in use of the property resulting from the rehabilitation or replacement, and an application fee.
- I-a. In order to assist the governing body with the review and evaluation of an application for replacement of a qualifying structure, an owner shall submit to the governing body as part of the application, a New Hampshire division of historical resources individual resource inventory form, prepared by a qualified architectural historian and a letter issued by the local heritage commission and if the qualifying structure is located within a designated historic district established in accordance with RSA 674:46, a letter from the historic district commission or, if such local commissions are not established, a letter issued by the New Hampshire division of historical resources that identifies any and all historical, cultural, and architectural value of the structure or structures that are proposed to be replaced and the property on which those structures are located. The application for tax relief shall not be deemed to be complete and the governing body shall not schedule the public hearing on the application for replacement of a qualifying structure as required under RSA 79-E:4, II until the inventory form and the letter, as well as all other required information, have been submitted.
- II. Upon receipt of an application, the governing body shall hold a duly noticed public hearing to take place no later than 60 days from receipt of the application, to determine whether the structure at issue is a qualifying structure; whether any proposed rehabilitation qualifies as substantial rehabilitation; and whether there is a public benefit to granting the requested tax relief and, if so, for what duration.
- III. No later than 45 days after the public hearing, the governing body shall render a decision granting or denying the requested tax relief and, if so granting, establishing the tax relief period.
 - IV. (a) The governing body may grant the tax relief, provided:
 - (1) The governing body finds a public benefit under RSA 79-E:7; and
 - (2) The specific public benefit is preserved through a covenant under RSA 79-E:8; and
- (3) The governing body finds that the proposed use is consistent with the municipality's master plan or development regulations; and
- (4) In the case of a replacement, the governing body specifically finds that the local heritage commission or historic district commission or, if such local commissions are not established, the New Hampshire division of historical resources has determined that the replaced qualifying structure does not possess significant historical, cultural, or architectural value, the replacement of the qualifying structure will achieve one or more of the public benefits identified in RSA 79-E:7 to a greater degree than the renovation of the underutilized structure, and the historical, cultural, or architectural resources in the community will not be adversely affected by the replacement. In connection with these findings, the governing body may request that the division of historical resources conduct a technical evaluation in order to satisfy the governing body that historical resources will not be adversely affected.
- (b) If the governing body grants the tax relief, the governing body shall identify the specific public benefit achieved under RSA 79-E:7, and shall determine the precise terms and duration of the covenant to preserve the public benefit under RSA 79-E:8.
 - V. If the governing body, in its discretion, denies the application for tax relief, such denial shall be

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

VI. Municipalities shall have no obligation to grant an application for tax relief for properties located within tax increment finance districts when the governing body determines, in its sole discretion, that the

granting of tax relief will impede, reduce, or negatively affect:

(a) The development program or financing plans for such tax increment finance districts; or

(b) The ability to satisfy or expedite repayment of debt service obligations incurred for a tax increment financing district; or

(c) The ability to satisfy program administration, operating, or maintenance expenses within a tax increment financing district.

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

Section 79-E:5

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

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

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

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

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

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

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

Section 79-E:6

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

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

Section 79-E:7

- 79-E:7 Public Benefit. In order to qualify for tax relief under this chapter, the proposed substantial rehabilitation must provide at least one of the public benefits, and the proposed replacement must provide one or more of the public benefits to a greater degree than would a substantial rehabilitation of the same qualifying structure, as follows:
 - I. It enhances the economic vitality of the downtown;
- II. It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located;
- II-a. It promotes the preservation and reuse of existing building stock throughout a municipality by the rehabilitation of historic structures, thereby conserving the embodied energy in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior's Standards for Rehabilitation.
- III. It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B; or
 - IV. It increases residential housing in urban or town centers.

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

Section 79-E:7-a

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

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

Section 79-E:8

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

- I. Tax relief for the substantial rehabilitation or replacement of a qualifying structure shall be effective only after a property owner grants to the municipality a covenant ensuring that the structure shall be maintained and used in a manner that furthers the public benefits for which the tax relief was granted and as otherwise provided in this chapter.
- II. The covenant shall be coextensive with the tax relief period. The covenant may, if required by the governing body, be effective for a period of time up to twice the duration of the tax relief period.
- III. The covenant shall include provisions requiring the property owner to obtain casualty insurance, and flood insurance if appropriate. The covenant may include, at the governing body's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition or damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of provisions set forth in RSA 79-E:9, I.
- IV. The local governing body shall provide for the recording of the covenant to protect public benefit with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property.
- V. The applicant shall pay any reasonable expenses incurred by the municipality in the drafting, review, and/or execution of the covenant. The applicant also shall be responsible for the cost of

recording the covenant.

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

Section 79-E:9

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

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

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

procedure:

- (a) The commissioner of the department of revenue administration shall prescribe and issue forms to the local assessing officials for the payment due, which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.
- (b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.
- (c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.
- (d) Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any amount not paid within the 30-day period. Interest at 12 percent per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no tax relief had been granted.

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

Section 79-E:10

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

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

Section 79-E:11

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

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

Section 79-E:12

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

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

Section 79-E:13

79-E:13 Extent of Tax Relief. -

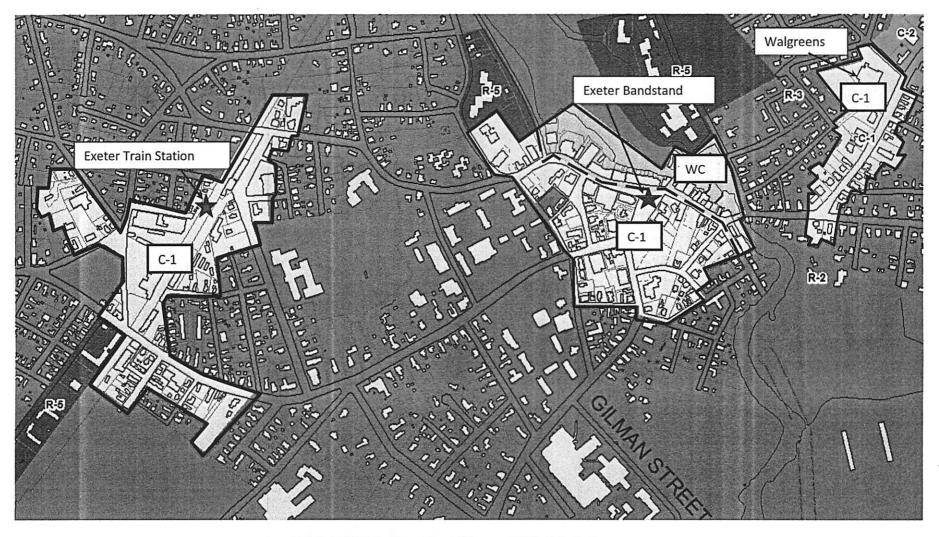
- I. (a) Tax relief granted under this chapter shall pertain only to assessment increases attributable to the substantial rehabilitation performed under the conditions approved by the governing body and not to those increases attributable to other factors including but not limited to market forces; or
- (b) Tax relief granted under this chapter shall be calculated on the value in excess of the original assessed value. Original assessed value shall mean the value of the qualifying structure assessed at the time the governing body approves the application for tax relief and the owner grants to the municipality the covenant to protect public benefit as required in this chapter, provided that for a qualifying structure which is a building destroyed by fire or act of nature, original assessed value shall mean the value as of the date of approval of the application for tax relief of the qualifying structure that would have existed had the structure not been destroyed.
- II. The tax relief granted under this chapter shall only apply to substantial rehabilitation or replacement that commences after the governing body approves the application for tax relief and the owner grants to the municipality the covenant to protect the public benefit as required in this chapter, provided that in the case of a qualifying structure which is a building destroyed by fire or act of nature, and which occurred within 15 years prior to the adoption of the provisions of this chapter by the city or town, the tax relief may apply to such qualifying structure for which replacement has begun, but which has not been completed, on the date the application for relief under this chapter is approved.

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

Section 79-E:14

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

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



RSA 79E Reference Map of District Areas:

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



Town of Exeter

Community Revitalization Tax Relief Incentive (RSA 79-E)					
Application Form					
Office Use Only (do not write in shaded area)					
Date Application Submitted: 2/22/17	Received by: Darren Winham				
Building Information					
Building Name (if any): forces was and	Ladle				
Building Address: 1-9 wal-o Stree	it.				
Eligible Zoning District WC	Tax Map 72 Lot 41				
Contact throughout this application process will be made through the applicant listed below. The property owner may designate an agent as the coordinator for the project. This person (the applicant) shall attend public hearings, will receive comments, recommendation, staff reports, and will communicate all case information to the other parties as required.					
The Property Owner may act as the Applicant. If so, list t information as requested.	inder Applicant's Name, "Owner", and complete owner's				
Applicant's Name Owner	Owner's Name Suaring Howk LLC				
Address:	C/U Cafamount Address: <u>6 Kimball Lane</u>				
City/Town:State:Zip:	City/Town: Lynn lie ld State: MA Zip: 01940				
PhoneFax:	Phone 617. 660. 7403 Fax:				
E-mail:	E-mail: skane be catamountmanagement, com				
Existing Building Information: Existing Uses (describe current use, size, and number of employees): The building is currently vacant. It was must recently operated a) a restancent which closed in the 4th quarter of 2013 The building has is flower and approximately 7,500 st, rist including extense deales.					
Oross Square Footage of Building: 7,500 Year Buildin Is the building listed on or eligible for listing on the National Is the building listed on or eligible for listing on the state reg Is the building located within and import to locally designate	Register of Historic Places? Yes No ister of historic places? Yes No				

Project Description
Proposed Uses (describe use, size, and number of employees): Restaurant (approximately 6,700 s.(.) and conducted (approximately 6,700 s.(.))
Residual (uplassiman)
Employee 32 foll trave
19 parl time.
Is this a change of use associated with this Project? Yes No
·
Will the project include new residential units?No
If yes, please describe: <u>Une apartment</u> in the upper lead
Will the project include affordable residential units?YesNo
If yes, please describe:
Has an abatement application been filed or has abatement been awarded on this property within the past year?
l ·
Yes✓ No
Vac V No
Will any state or federal grants be used with this project?YesNo If yes, describe and detail any terms of repayment:YesNo
If yes, describe and detail any terms of repayments
Replacement of Qualifying Structure
Does the project involve the replacement of a qualifying structure?YesNo
If yes, the owner shall submit with this application the following:
1. A New Hampshire division of historical resources individual resource inventory form, prepared by a qualified
architectural historian.
2. A letter from the Exeter Historic District Commission that identifies any and all historical, cultural, and
2. A letter from the Exeter Historic District Commission that iteratives any attack the exeture of the structure or structures that are property on which those structures are located.
Mit assistant as a constant of the constant of
the governing hody shall not schedule the
Note: The application for tax relief shall not be deemed to be complete and the governing body shall not schedule the public hearing on the application for replacement of a qualifying structures as required under RSA 79-E:4, If until the public hearing on the application for replacement of a qualifying structures as required if required.
public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the application for replacement of a quarrying structure to be public hearing on the structure of the application for t
IIIAAIWOL TOTHE WINE TOWNS TO WAS AND

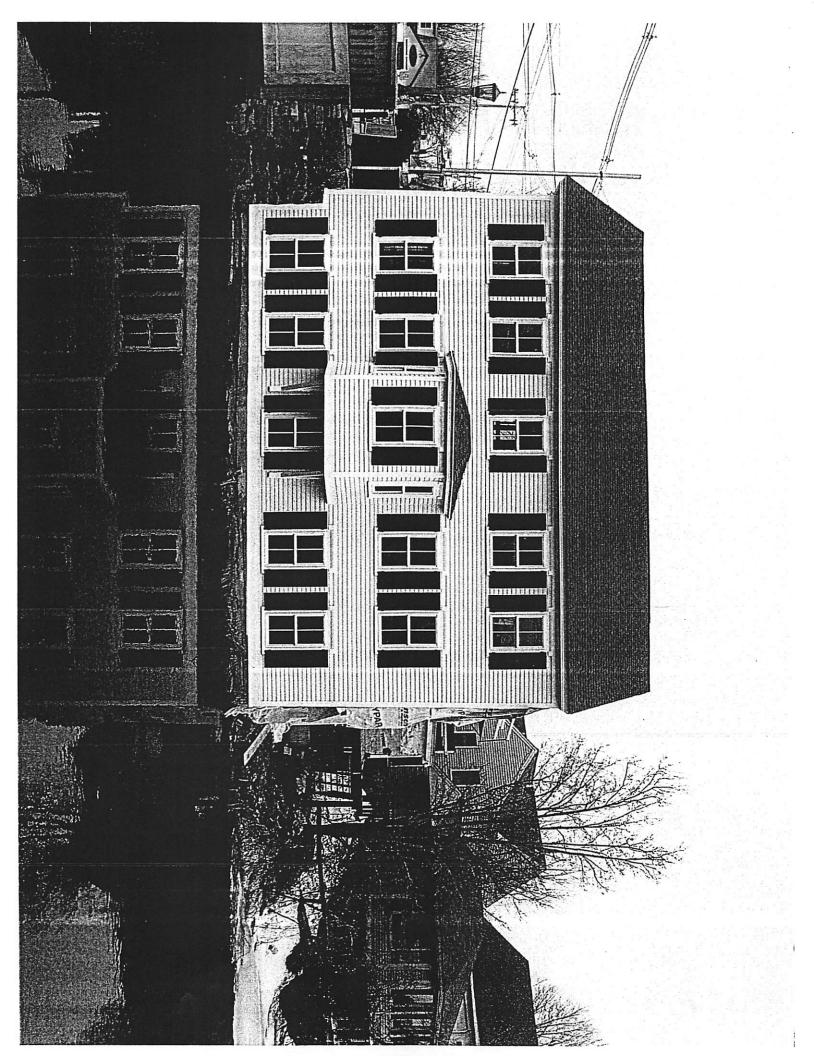
	Public Benefit (RSA 79:E-7) In order to qualify for tax relief under this program, the proposed substantial rehabilitation must provide at least one of the public benefits listed below. Any proposed replacement must provide one or more of the public benefits listed below to a greater degree than would a substantial rehabilitation of the same qualifying structure.
\int	Does the project provide the following public benefits? (Check all that apply) Enhances the economic vitality of the designated area. Yes No If yes, please describe: The fully constanted and significantly expanded (Check the conomic vitality of the designated area. Yes No If yes, please describe: The fully constant and significantly expanded (Check the fully constant for a const
Six	Enhances and improves a culturally or historically important structure Yes No If yes, please describe: It It
byes by	Promotes development of the designated area, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B?
40	It Increase residential housing in urban or town centers? Yes No If yes, Please describe: The appropriate will add a use that is not currently part of the property:
1/2	Other Issues and matters applicant deems relevant to this request?Yes
of a	

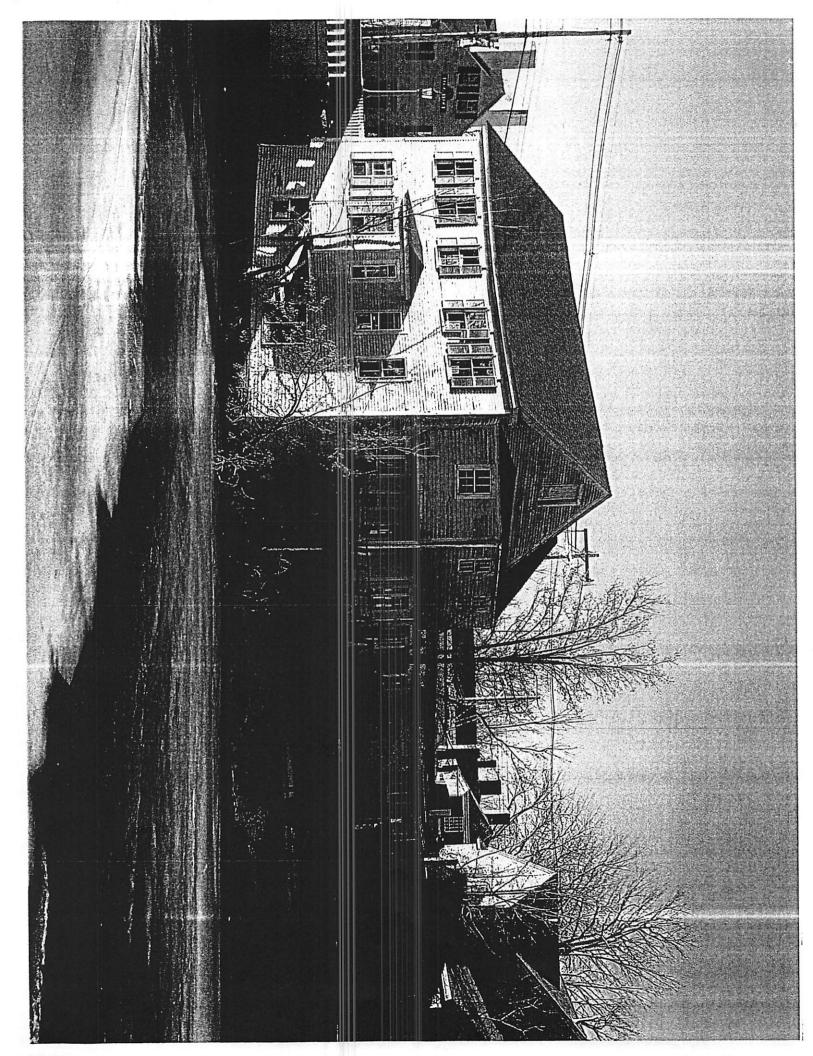
 Attach additional sheets if necessary and any written construction estimate Attach any project narratives, plot plans, building plans, sketches, renderithis application. 	
this application. tructural:	
	Estimated Cost:
Sectrical:	
	Estimated Cost:
Plumbing/Heating:	
	Estimated Cost:
Mechanical:	
	Estimated Cost:
Other:	
	Estimated Cost:

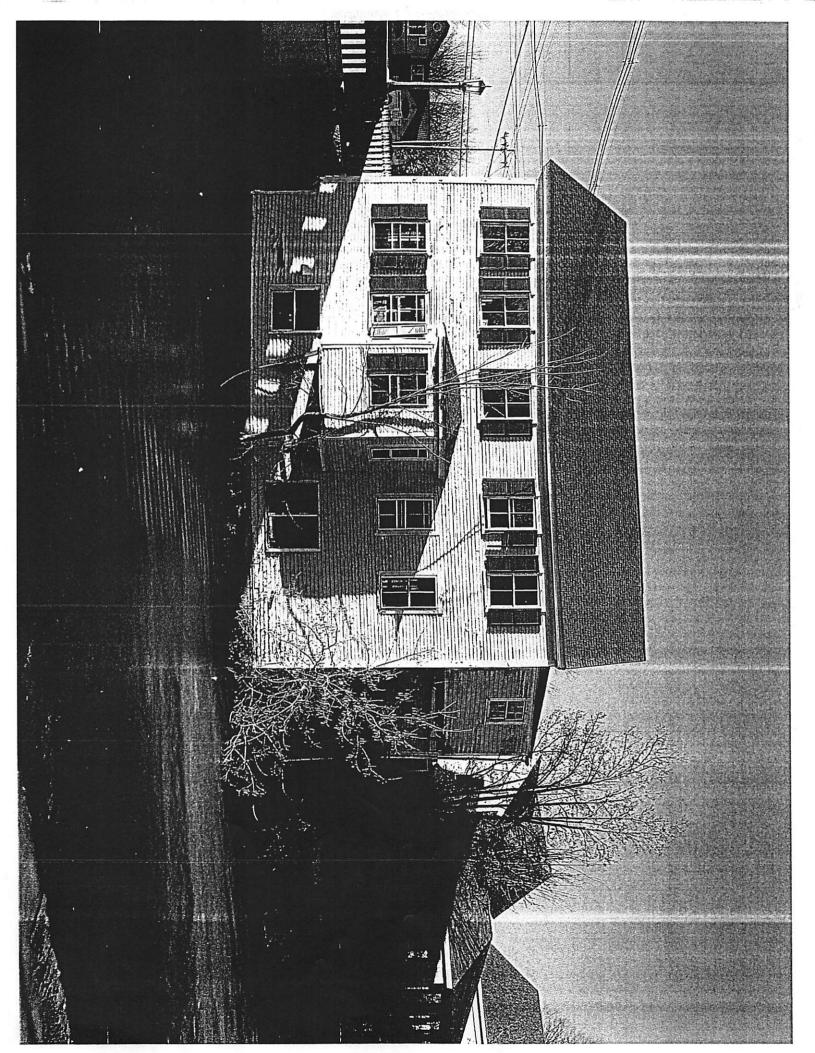
Applicant/Owner Signatu	re							
To qualify for this tax relie \$75,000, whichever is less.	f incentive, the cost the project must be at I	east 15% of the pre-rehabiliation assessed va	aluc or					
/we certify the estimated costs are reasonable and the costs of the project meet the above requirement.								
Initial here:XTK								
I/We understand that failur the application and forfeitu		onable construction costs will result in the d	lenial of					
nitial here:								
will be a public process inc	luding public hearing to be held to discuss	lief Incentive, RSA 79-E, and anvare aware the merits of this application and the subsec penses associated with the drafting/recordin	quent					
Initial here: <u>STK</u>			i					
The undersigned hereby ce	ertifies the foregoing information is true and	d correct;						
AMILAL	Stepten Kanely, Ma. (printed name)							
Signature	(printed name)	Date						
Signature	(printed name)	Date .						
Signature	(printed name)	Date						
Signature	(printed name)	Date						
Signature	(printed name)	Date						

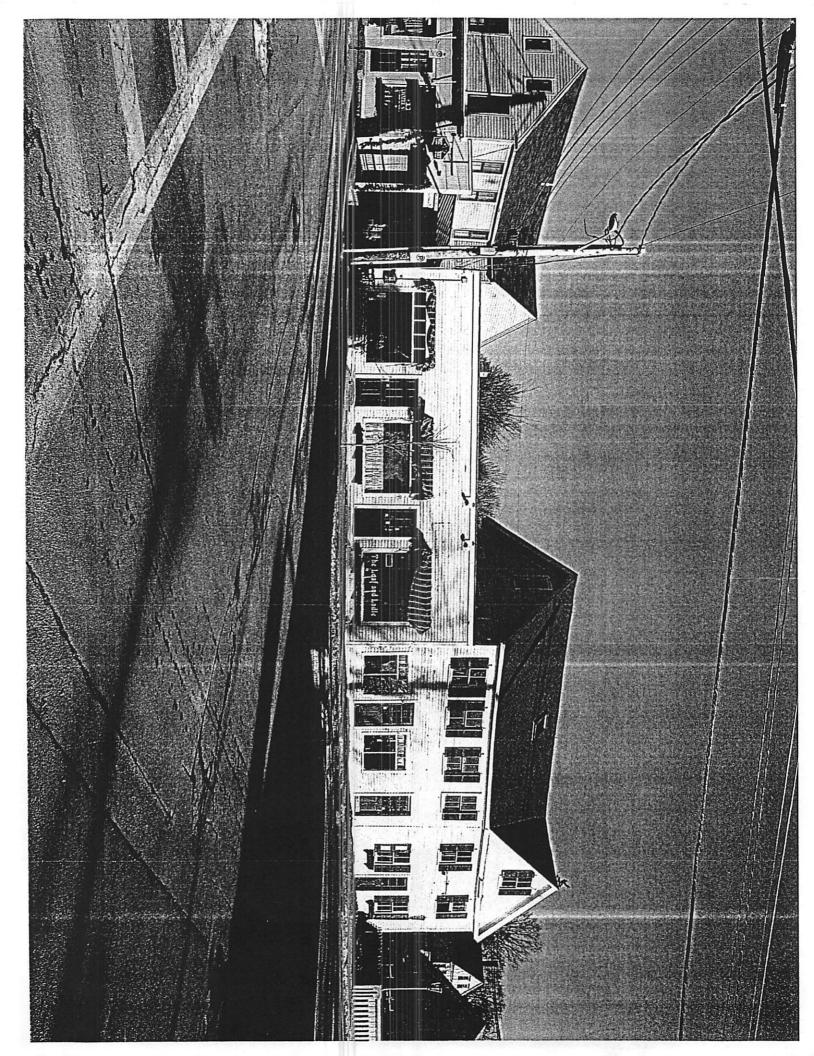
79-E Sea Dog Exeter 1-9 Water Street

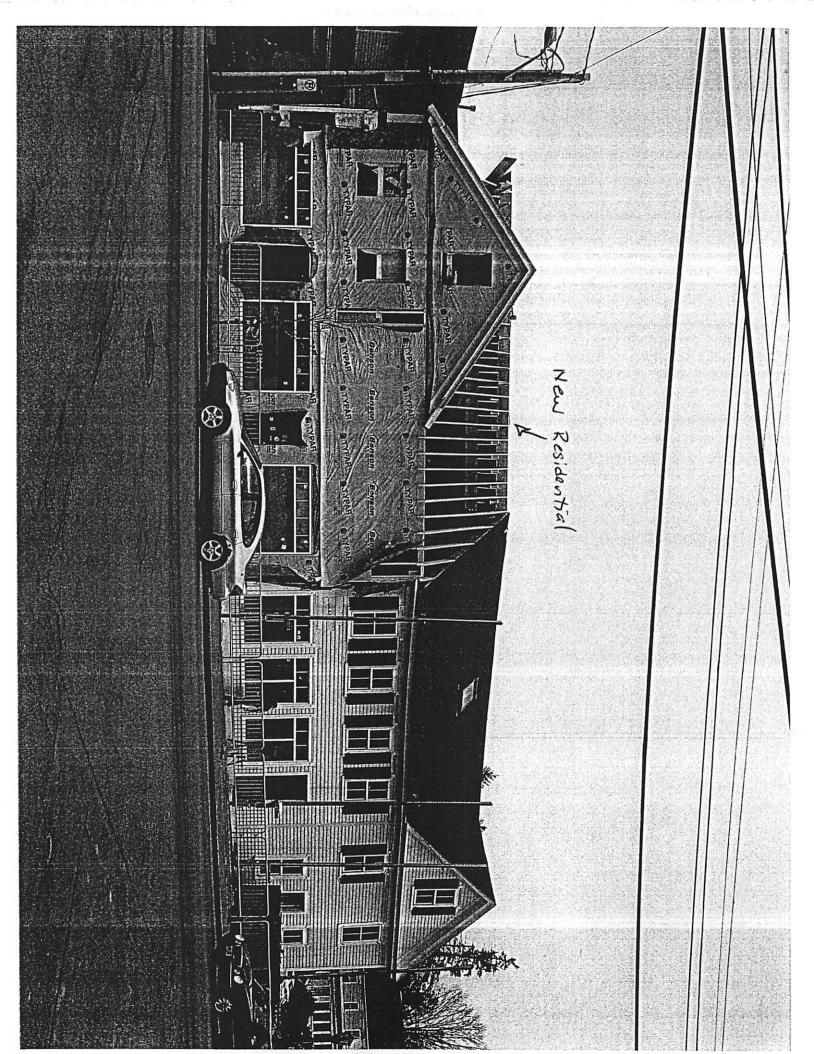
Engineering and Architects	18,500
Municipal Fees	23,000
Dump,temp toilet, equip	11,500
Electrical	70,750
Plumbing	57,500
HVAC	140,000
Sprinkler and Alarm	80,500
Kitchen hood and make up air	69,000
Rough and Structural framing, demo, decks a	224,000
Insulation	38,000
Drywall	45,000
Painting	22,000
Finish labor and materials	135,500
Apt Kitchen	20,000
Hardwood flooring	50,600
Tile flooring and wall treatment	28,000
Apt Carpet and staircase	3,500
Misc expenses	20,000
Cleaning	5,000
Tanant Franciscus Fishungs and Engineers	272.000
Tenant Furniture, Fixtures and Equipment	372,000
Total	1,434,350

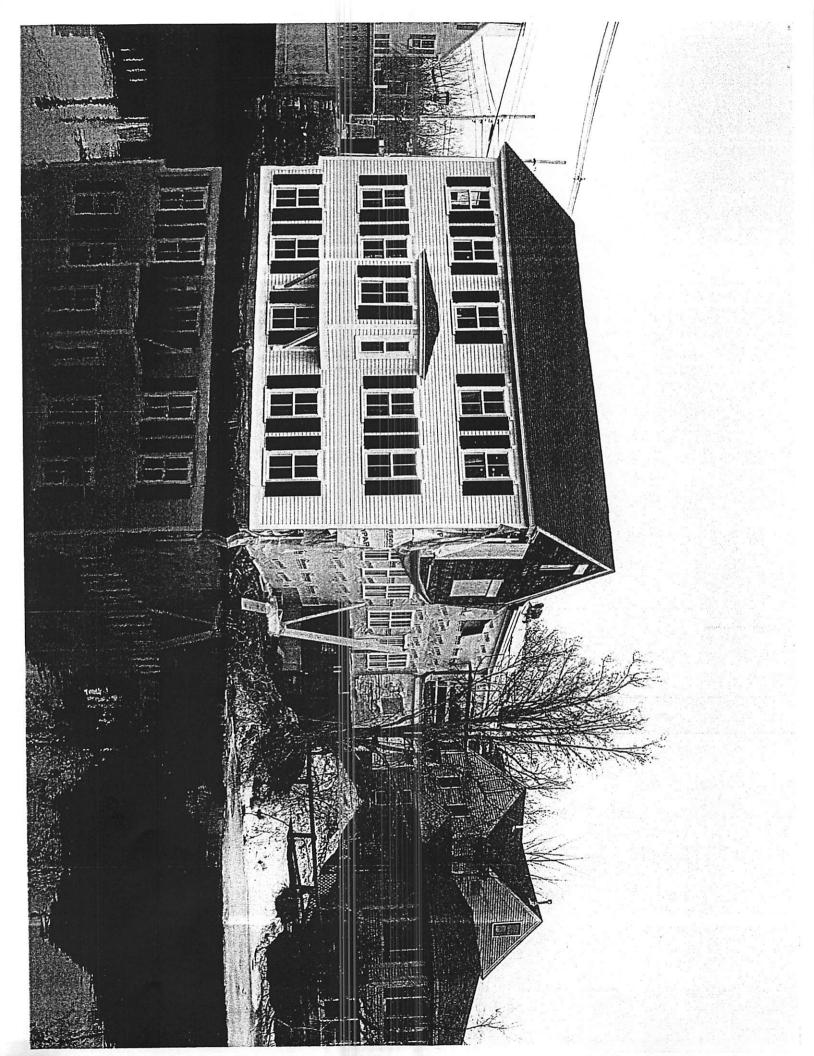












JAN 2 1 1000

Form No. 10-300 (Rev. 10-14)
UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES

FOR NPS USE ONLY RECEIVED AUG 1 3 1980 DEC 3 share

INVENTORY	NOMINATION F	ORM DATE	ENTERED	
SEE II	NSTRUCTIONS IN HOW TO TYPE ALL ENTRIES C	COMPLETE NATION	IAL REGISTER FORMS	
NAME	TIPE ALL ENTINES C	OMI EETE ATTEIOAB	<u> </u>	
HISTORIC Evotor Wate	erfront Commercial-	Historic Distr	ict	
AND/OR COMMON				
LOCATION	1 Christian Has	Calman		
STREET & NUMBER	Cal on Killian	· · · · · · · · · · · · · · · · · · ·	and Agreetment St	
Water St.,	Franklin St., Plea	sant_St., High	Chestnut St	Chestnut
CITY, TOWN			CONGRESSIONAL DISTR	ICT SEVER
Exeter		VICINITY OF	first	
STATE. New Hampsh		CODE 33	COUNTY Rockingham	CODE 015
CLASSIFIC			NUL KINGIAN	*!2
CIVESILIC	Allon			
CATEGORY	OWNERSHIP	STATUS	PRES	ENT USE
X_DISTRICT	PUBLIC	_XOCCUPIED	AGRICULTURE	X_MUSEUM
_BUILDING(S)	XPRIVATE	_UNOCCUPIED	X_COMMERCIAL	PARK
_STRUCTURE	_вотн	_WORK IN PROGRESS	EDUCATIONAL	X_PRIVATE RESIDENCE
SITE	PUBLIC ACQUISITION	ACCESSIBLE	X_entertainment	RELIGIOUS
_OBJECT	_in process	_YES: RESTRICTED	GOVERNMENT	SCIENTIFIC
	_BEING CONSIDERED	_Xyes: unrestricted	_INDUSTRIAL	TRANSPORTATION
		_NO	MILITARY	_OTHER:
OWNER O	FPROPERTY			
Multiple O	wnership			
STREET & NUMBER				
CITY. TOWN	_	VICINITY OF	STATE	
5 LOCATION	OF LEGAL DESCR	IPTION		
COURTHOUSE.				
REGISTRY OF DEEDS	Rockingham C	ounty Register	of Deeds	
STREET & NUMBER	Dockingham C	ounty Courthous	•	
CITY, TOWN	RUCKINGHAM C	ounty_courthous	STATE	
G. 1 , 1 G. 1	Exeter	•		hire 03833
6 REPRESEN	NTATION IN EXIST	ING SURVEYS		
TITLE	tion Shoot 6 1\			
OATE CONTI	nuation Sheet 6-1)	· · · · · · · · · · · · · · · · · · ·		
VAIS		X_FEDERAL .	_STATECOUNTY _LOCA	ι
DEPOSITORY FOR				
SURVEY RECORDS				
CITY, TOWN			STATE	

UNITED STATES DEPARTMENT OF THE INTERIOR HERITAGE CONSERVATION AND RECREATION SERVICE

NATIONAL REGISTER OF HISTORIC PLACES INVENTORY -- NOMINATION FORM



CONTINUATION SHEET

ITEM NUMBER 7

PAGE IO

District Map & Survey number

<u>Description</u>

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

Wooden Building, 1-9 Water Street: 2^{1} story, 3x5 bay, structure with stone foundations clapboards, plain cornerboards, and a pedimented gable oriented toward the street. A gable-roofed, 2:I/2 story wing extends from the southwest corner of the building and a one story addition is attached to the wing. Windows are two-overtwo with plain surrounds containing cornerblocks. The 2^{1} story wing and 1 story addition contains plate glass windows at street level. The addition has a plain parapet. Greek Revival, c. 1840 (09-10;13;013)

UNITED STATES DEPARTMENT OF THE INTERIOR HERITAGE CONSERVATION AND RECREATION SERVICE

NATIONAL REGISTER OF HISTORIC PLACES INVENTORY -- NOMINATION FORM



CO	NTI NUATION SHEET	ITEM NUMBER 4	PAGE 5	
37.	Exeter Investment Co., Inc. String Bridge Exeter, NH. 03833		09-10;13;013	
38.	Exeter Restaurant Inc. 42 Water Street Exeter, NH. 03833		09-10;15;001	
39.	Bouchard, Carl E. & Pauline Epping Road Exeter, NH, 03833	М.	09-10-15; 018	
40.	Bukowski, J. Joseph Kingston Road Exeter, NH. 03833		09-10;15;017	
41.	Society for the Preservatio of New England Antiquities 141 Cambridge Street Boston, Ma. 02114	n	09-10;15;016	
42.	Society for the Preservation of New England Antiquities. 141 Cambridge Street Boston, Ma. 02114	n	09-10;15;015	
43.	Car-Go Home & Auto Centers Inc. Elm Street Manchester, NH. 03100		09-10;20;001	
44.	Lapert, Harold & Frances, Trustees Lapert Realty Trus 20 Franklin Street Exeter, NH. 03833	st	09-10;21;010	
45.	Lampert, Harold & Frances Trustees Lampret Realty Tru 20 Franklin Street Exeter, NH. 03833	ıst	09-10;21;011 & 09-10;21;012	

State Use: 3220 **Bldg Name: Property Location: 1-9 WATER ST** MAP ID: 72//41// Print Date: 03/24/2017 12:59 Account #U0135R Sec #: 1 of Card 1 Bldg #: 1 of 1 of 1 Vision ID: 2336 **CURRENT OWNER** TOPO. UTILITIES LOCATION CURRENT ASSESSMENT STRT./ROAD SOARING HAWK LLC Description Code Appraised Value Assessed Value Level Paved C/O CATAMOUNT MANAGEMENT C 2211 COMMERC. 3220 249,500 249,500 SIX KIMBALL LANE COM LAND 3220 168,400 168,400 EXETER. NH LYNNFIELD, MA 01940 SUPPLEMENTAL DATA 1,100 Additional Owners: A12: 0072 0041 0000 Other ID: Historic: YES Easement: Book/Page: Antenna: **VISION** TIF Dist: 79E Dist: Yes TIF Value: A9: 417,900 417,900 Total GIS ID: 072-041-0000 ASSOC PID# PREVIOUS ASSESSMENTS (HISTORY) BK-VOL/PAGE | SALE DATE | q/u | v/i | SALE PRICE | V.C. RECORD OF OWNERSHIP Yr. Assessed Value Yr. Code Assessed Value Yr. Code Assessed Value SOARING HAWK LLC 5505/0874 12/27/2013 U 375,000 13 Code 04/15/1993 U 1N 2016 3220 2016 3220 A MERRY LEGUMES REALTY TR 3107/1361 I 249,500 2015 3260 25,100 2015 3260 25,100 168,4002015 3260 168,400 2015 3260 168,400 A MERRY LEGUMES REALTY TR 2626/1523 U 2015 3260 4.2002015 3260 4,200 197,700 197,700 417,900 Total: Total: Total: **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Code Description Comm. Int. Year Type Description Amount Number Amount APPRAISED VALUE SUMMARY 249,500 Appraised Bldg. Value (Card) Total: Appraised XF (B) Value (Bldg) ASSESSING NEIGHBORHOOD Street Index Name Batch Appraised OB (L) Value (Bldg) NBHD/SUB **NBHD** Name Tracing 0001/A Appraised Land Value (Bldg) 168,400 **NOTES** Special Land Value 04-15 BUILDING BEING TOTALLY 417,900 Total Appraised Parcel Value RENOVATED - RECK 2016 Valuation Method: 4/16-EXTERIOR RENOVATED, ADD FUS,UAT 4/16-INTERIOR GUTTED TO STUDS Adjustment: NOTE: HISTORIC DISTRICT 9/16 NO CHANGE 417,900 Net Total Appraised Parcel Value **VISIT/ CHANGE HISTORY BUILDING PERMIT RECORD** Insp. Date % Comp. Date Comp. Date Type IS ID Cd. Purpose/Result Issue Date Type Description Amount Comments Permit ID EXPIRED/BUILD 3 ONI09/23/2016 **BP** Review - Ext MO 60 630,000 09/23/2016 **EXPIRED** 01/12/2015 RE Remodel 50 BP Review - Ext b4/01/2016 PM 60 04/08/2015 BP Review - Ext JO 60 05/12/2010 JŴ 14 Commercial Field Review 06/21/2004 EB 00 Measur+Listed LAND LINE VALUATION SECTION Unit Acre ST. S Adi Use Use # C. Factor ldx Special Pricing Fact Adi. Unit Price Land Value Code Price l. Factor Disc Adi. Notes- Adi Description Zone D Front Depth Units 1.00 C28 3.00 SIZE 48.31 168,400 3220 STORE/SHOP MDL-94 WC 3.485 SF 16.10 1.0000 5 1.0000 1.00 Total Land Value: 168,400 0.08 AC Parcel Total Land Area: 0.08 AC **Total Card Land Units:**

State Use: 3220 MAP ID: 72//41// **Bldg Name:** Property Location: 1-9 WATER ST Print Date: 03/24/2017 12:59 Account #U0135R Bldg #: 1 of 1 Sec #: 1 of 1 Card 1 of 1 Vision ID: 2336 CONSTRUCTION DETAIL (CONTINUED) CONSTRUCTION DETAIL Element Cd. |Ch. Description Element Cd. |Ch. Description Style Stores/Apt Com 80 Model Commercial Grade 04 Average +10 Stories WDK MIXED USE Occupancy 9 Percentage Exterior Wall 1 Code Description Clapboard STORE/SHOP MDL-94 100 Exterior Wall 2 WD WDK 16 5 44 Roof Structure Gable/Hip WDK **FUS RIVER** BAS FOP Roof Cover Asph/F Gls/Cmp PUBM 99 22 Interior Wall 1 Drywall/Sheet 123 22 22 COST/MARKET VALUATION 9 Interior Wall 2 Adj. Base Rate: 94.62 Pine/Soft Wood Interior Floor 1 554,485 Interior Floor 2 UAT 0.00 Net Other Adj: **FUS** Heating Fuel 03 Gas Replace Cost 554,485 BAS Heating Type Forced Air-Duc AYB 1900 29 **UBM** AC Type 01 None EYB 1985 Dep Code STORE/SHOP MDL-94 Bldg Use 3220 Remodel Rating Year Remodeled Total Rooms 39 Dep % Total Bedrms 00 Functional Obslnc Total Baths External Obslnc %Taxable Cost Trend Factor WATER UC Condition Heat/AC NONE 45 45 % Complete WOOD FRAME Frame Type Overall % Cond Baths/Plumbing 02 AVERAGE 249,500 Apprais Val 06 CEIL & WALLS Dep % Ovr Ceiling/Wall Dep Ovr Comment Rooms/Prtns 02 AVERAGE Misc Imp Ovr Wall Height Misc Imp Ovr Comment % Comn Wall Cost to Cure Ovr Cost to Cure Ovr Comment OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B) Description Sub Sub Descript L/B Units Unit Price Yr Gde Dp Rt Cnd %Cnd Apr Value Code BUILDING SUB-AREA SUMMARY SECTION Unit Cost Undeprec. Value Description Living Area Gross Area Eff. Area Code 94.62 232,392 BAS First Floor 2,456 2,456 2,456 23.44 2,555 109 FOP Porch, Open, Finished 2,463 94.62 233.054 FUS Upper Story, Finished 2,463 2,463 9.45 22,236 Attic, Unfinished 2,354 235 UAT 609 23.67 57,625 UBM Basement, Unfinished 2,435 6,624 WDK Deck, Wood 699 9.48

554,485

5,860

10,516

4,919

Ttl. Gross Liv/Lease Area:

Standards

Standards

Guidelines

Masonry Wood Metals

Roofs Windows Entrances/Porches Storefronts

Structural Systems Spaces/Features/Finishes Mechanical Systems

Site Setting

Energy New Additions Accessibility Health/Safety

Credits

"Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic. architectural, and cultural values."

The Secretary of the Interior's Standards for Rehabilitation

Introduction to the Standards

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed in or eligible for listing in the National Register of Historic Places.

The Standards for Rehabilitation (codified in 36 CFR 67 for use in the Federal Historic Preservation Tax Incentives program) address the most prevalent treatment. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

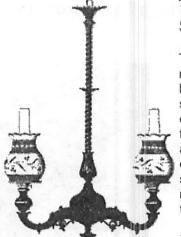


Initially developed by the Secretary of the Interior to determine the appropriateness of proposed project work on registered properties within the Historic Preservation Fund grant-in-aid program, the Standards for Rehabilitation have been widely used over the years--particularly to determine if a rehabilitation qualifies as a Certified Rehabilitation for Federal tax purposes. In addition, the Standards have guided Federal agencies in carrying out their historic preservation responsibilities for properties in Federal ownership or control; and State and local officials in reviewing both Federal and nonfederal rehabilitation proposals. They have also been adopted by historic district and planning commissions across the country.

The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and interior of the buildings. They also encompass related landscape features and the building's site and environment, as well as attached, adjacent, or related new construction. To be certified for Federal tax purposes, a rehabilitation project must be determined by the Secretary to be consistent with the historic character of the structure(s), and where applicable, the district in which it is located.

As stated in the definition, the treatment "rehabilitation" assumes that at least some repair or alteration of the historic building will be needed in order to provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building's historic character. For example, certain treatments--if improperly applied--may cause or accelerate physical deterioration of the historic building. This can include using improper repointing or exterior masonry cleaning techniques, or introducing insulation that damages historic fabric. In

almost all of these situations, use of these materials and treatments will result in a project that does not meet the Standards. Similarly, exterior additions that duplicate the form, material, and detailing of the structure to the extent that they compromise the historic character of the structure will fail to meet the Standards.



The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

Chamber of Commerce Lease of 120 Water Street

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

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

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

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

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

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

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

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

-Draft-Agreement Between The Town of Exeter (Town) and

The Exeter Area Chamber of Commerce (Chamber)

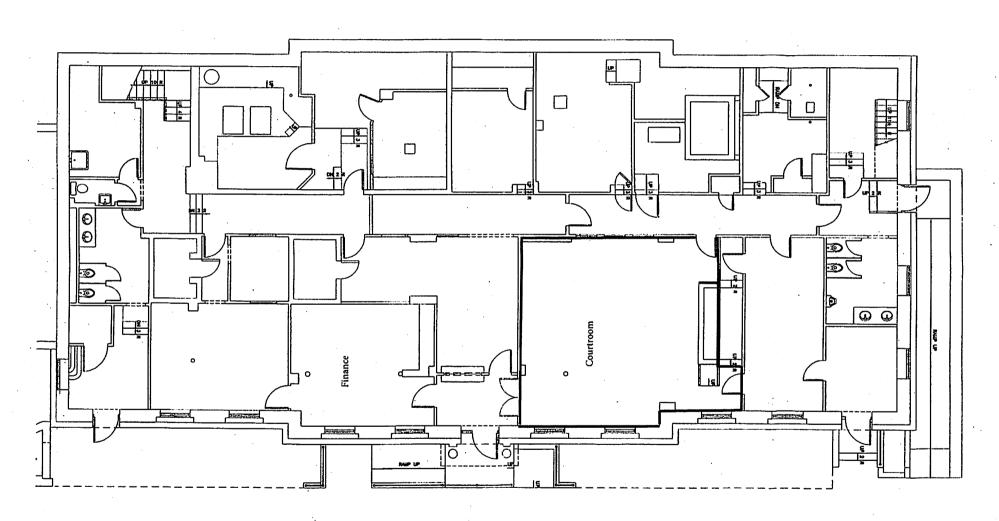
1.	Term: This lease shall	l start on	and s	hall	continue f	for twelve	e (12)
	months, through	•					

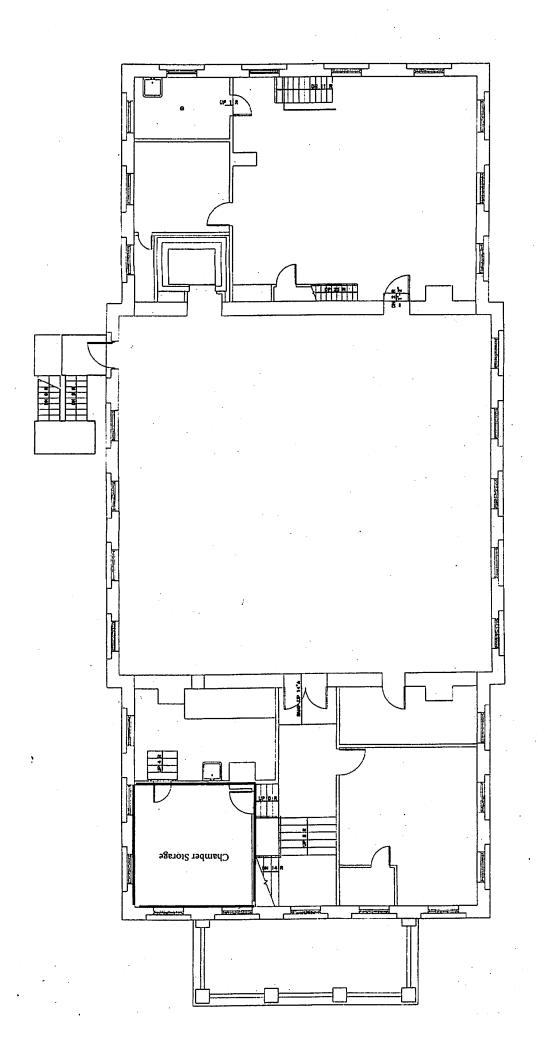
- 2. Extension: The Chamber will have the option to extend the lease at the end of the lease for an additional twelve (12) month and may extend the lease on each anniversary thereafter for an additional twelve (12) months.
- 3. Rent: The Chamber shall pay an annual rent of \$5,000.00 for each 12-month period payable in 12 equal monthly installments due on the first business day of each month.
- 4. Property Taxes: The Chamber acknowledges the lessee's obligations to pay property taxes per RSA 72-23. It is agreed that the aforementioned rent of \$5,000 per year includes any real or personal property tax obligations. Further, it is agreed that the lessee shall have no obligation to pay real or personal property taxes on structures or improvements added to benefit the Town.
- 5. Leased Space: The space leased shall be one room shown in the attached sketch formally occupied by the Exeter District Court and the room on the second floor currently used as storage by the Chamber. The sketch is hereby made part of this lease (referred to as Appendix A).
- 6. Utilities: The Town agrees to provide electrical service, heat, water and sewer for said space for no additional cost.
- 7. Visitor and Tourism Services: The Chamber agrees to provide visitor and tourism services to the general public from the leased space as it deems appropriate.
- 8. Custodial Services: The Chamber agrees to provide routine custodial services (cleaning, trash removal, maintenance of Chamber owned equipment, furniture and fixtures) for the leased space at the Chamber's expense. The Town agrees to provide all other maintenance services at the Town's expense.
- 9. Alteration of Premises: The Chamber agrees to obtain prior Town approval for any renovations.
- 10. Signage: The Chamber will place exterior signage and lettering on the building as is permitted by Town sign ordinance and may use the hardware above the exterior door for this purpose. The signage will indicate that the space is offices for the Chamber of Commerce and a Visitor Center.
- 11. Termination: The Town may terminate this lease with 30 days notice to the Chamber.
- 12. Insurance: The Chamber will carry appropriate liability insurance, naming the Town as an additional insured.
- 13. Improvements: The Chamber may upgrade the space with new flooring, repaired judges bench, reinstallation of the judges bar, painting and the installation of office cubicles at its own expense. The Chamber may install an

air filter system and vent-less air conditioning the expense of which shall be reimbursed by the Town in the form of a rent credit. This credit will be applied to subsequent rent payments.

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

Town Hall Ground Floor





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

.1.-0.





Board of Selectpersons - EACC

Jonathan Ring <jring@jonesandbeach.com>

Wed, Apr 5, 2017 at 5:41 PM

To: Russ Dean <rdean@exeternh.gov>

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

Dear Board of Selectpersons,

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

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

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

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

Jonathan Ring 71 Park Street, Exeter

Sent from my Phone



March 31, 2017

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

RE: Chamber of Commerce relocation to serve as Tourist Office

Dear Members of the Town of Exeter Select Board,

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

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

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

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

Sincerely,

Rob Roy McGregor President/CEO

SOUTHERN DISTRICT YMCA

FOR YOUTH DEVELOPMENT *
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

SOUTHERN DISTRICT YMCA ADMINISTRATIVE OFFICE 56 Linden Street Exeter, NH 03833 sdymca.org

EXETER AREA YMCA 56 Linden Street Exeter, NH 03833 ExeterYMCA.org

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

YMCA SCHOOL AGE CHILD CARE 56 Linden Street, Annex Exeter, NH 03833 sdymca.org

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



Support for the Exeter Area Chamber of Commerce

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

Wed, Apr 5, 2017 at 7:47 PM

Dear Selectmen,

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

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

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

Sincerely,

Ann

Ann Gustafson Schieber

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

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



Exeter Area Chamber of Commerce

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

Mon, Apr 10, 2017 at 5:13 PM

Mr. Dean.

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

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

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

George F. Soderberg, II

Vice President of Operations Hay Creek Hotels.com 2 Pine Street, Exeter, New Hampshire 03833 (603) 778-7823 ext. 403 (603) 918-9258 cell Facebook | Twitter | Instagram

< CONFIDENTIALITY NOTICE >

the information contained in this transmission is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient of this information do not review, retransmit, disclose, disseminate, use, or take any action in reliance upon, this information. If you received this transmission in error, please contact the sender and destroy all printed copies and delete the material from all computers.



Chamber Of Commerce

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

Mon, Apr 10, 2017 at 5:20 PM

Good Afternoon Mr. Dean,

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

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

Best Regards,

Thomas

Thomas DeSisto

General Manager

The Exeter Inn and Epoch Restaurant & Bar

90 Front Street, Exeter, New Hampshire 03833

(603) 772-5901 ext. 418

(617) 510-8065 cell

Facebook_Twitter_Instagram

From Hay Creek Hotels.com

< CONFIDENTIALITY NOTICE >

the information contained in this transmission is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient of this information do not review, retransmit, disclose, disseminate, use, or take any action in reliance upon, this information. If you received this transmission in error, please contact the sender and destroy all printed copies and delete the material from all computers.

Town Hall Summary

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

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

Chamber is interested in approximately 600SF of space.

Facilities plan lists basement as

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

Ventilation system as "rent credit" proposed.

Chamber to upgrade space at its expense.

TOWN OF EXETER MEMORANDUM

TO:

Board of Selectmen

FROM:

Town Manager

RE:

Human Services Funding

DATE:

April 14, 2017

The 2017 approved operating budget includes \$100,000 for human service agency funding. Over the fall and winter of 2016-17, the Budget Recommendations Committee deliberated on the original requests and recommended a system of putting agency funding in one line in the budget, and developing a committee to review requests and recommend disbursements based upon an agreed criteria. This recommendation was made after several years of deliberation regarding how to prioritize human service funding and provide a regular mechanism for ongoing review of agencies (re: more than once per year) that were receiving funding from the town and how they were supporting Exeter residents.

The composition of this committee was not finalized as to membership, however it was suggested that a Selectboard representative(s) and a Budget Recommendations Committee representative(s) could be part of this committee.

Attached is a list of historical funding amounts including all requests for 2017 which total \$114,662. As the budget is now approved, the board needs to determine the mechanism for disbursement of the funds. Typically, human service agencies sign a contract with the town once funding is approved, ensuring it will be spent for services to Exeter. The funds are then disbursed, normally in quarterly amounts.

A Safe Place	5,500	5,500	5,500	5,500	5,500	5,500	5,500	7,334	-
Sexual Assault Support Services	3,000	3,000	3,000	3,000	3,000	3,000	3,000	-	•
Haven (Formerly A Safe Place and SASS)			-						8,500
Annie's Angels									5,000
Area Homecare	13,000	13,000	13,000	13,000	13,000	13,000	13,000	10,334	-
CASA (Court Appointed Special Advocates)					-	· · · · · · · · · · · · · · · · · · ·	500	500	500
Child and Family Services	11,000	11,000	11,000	11,000	12,000	12,000	12,000	12,000	12,000
Crossroads House	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
End 68 Hours of Hunger								1,000	1,000
Families First	2,000	3,000	3,000	3,000	3,000	3,000	3,000	5,000	5,000
Great Bay American Red Cross	800	800	800	800			,,,,,,	•	
Great Bay Kids	2,495	2,495	2,495	2,495	2,495	2,495	2,495	_	2,495
Lamprey Healthcare	5,800	5,800	5,800	5,800	-	-	-,		
New Generation Shelter	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
New Heights (formerly New Outlook Teen Center)	4,000	2,700	2,700	2,700	2,700	2,700	3,000	3,000	3,000
NHSPCA	1,400	1,400	-		1,400	-	1,400	1,400	1,400
Richie McFarland Children's Center	6,300	6,300	6,300	6,300	9,000	9,000	11,100	9,900	11,100
Rockingham Comm Action	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Rockingham MOW (food)	6,500	7,800	7,800	7,800	8,600	9,200	9,200	9,200	9,800
Rockingham VNA	16,000	16,000	•	-	-	•	•	-	•
RSVP (Friend's Program)	3,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Saint Vincent DePaul	_	-	-		5,000	5,000	5,000	5,000	5,000
Seacare Health Services	5,000	5,000	5,000	5,000	5,000	-	-	•	-
Seacoast Big Brothers/Big Sisters	9,000	9,000	9,000	9,000	9,000	9,000	9,000	7,500	9,000
Seacoast Eat Local					<u> </u>		· · · · · · · · · · · · · · · · · · ·	<u>-</u>	4,000
Seacoast Family Promise	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500
Seacoast Hospice	7,500	7,500	7,500	•	•	-	-	•	-
Seacoast Mental Health	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
Seacoast VNA	5,000	5,000	5,000	5,000	5,000	5,000	5,000	4,167	4,167
Womenade	•	-	-	-	2,000	2,000	2,000	3,000	4,000
Annual Tota	als 133,495	133,495	116,095	108,595	114,895	109,595	113,895	108,035	114,662

DRAFT

Human Services Funding Criteria

The Human Services Policy purpose is to ensure that adequate levels of human services are available to the people of Exeter. The Human Services Funding Criteria attempts to establish a system for planning, funding, monitoring, and evaluating community human service needs that are effective, fair, and equitable. The criteria is a reflection of the Town's desire to assist those persons in our community who possess special needs, lack adequate income, are physically or mentally vulnerable, or lack the skills and abilities necessary to maintain self-sufficiency.

The Human Services Committee will distribute funds allocated equitably.

Human services agencies and programs must meet the following criteria to receive funding from the Town of Exeter:

- I. How does the agency's services related to the core mission of Welfare?
- II. Ability to self-sustain without the Town of Exeter's Human Services funding.
 - a. Priority will be given to those agencies that have an established process for generating alternative sources of funding or services.
- III. Responsiveness to Town Welfare
 - a. Availability of services and assistance
 - b. Financial quo pro agencies that negotiate with Town Welfare
- IV. Meets basic needs, life skills, employability development, and health/mental health services.
 - a. Agency services should be accessible to elderly, physically and developmentally disabled and low income residents.
- V. Must demonstrate Exeter resident focus. There must be program services that are primarily designed to address the needs of Exeter residents.
- VI. Must meet community needs. Identification of community needs and successful implementation of appropriate services to address identified needs.

The Town will administer allocations to organizations providing human services to help meet the Town's unmet human service needs. The Town of Exeter remains committed to the human services with both financial support and collaborative efforts.

DRAFT

Program & Funding Categories

Basic Need

- Homeless Shelters
- Child Care
- Food
- Clothing
- Housing Assistance
- Transportation
- Senior Citizen Basic Assistance
- Legal Assistance for Indigents

Life Skills

- Mentoring
- Academic Enhancement
- Social Competency
- Literacy
- Conflict Resolution
- Parenting Classes
- Structured Recreation
- Self Sufficiency for Disabled Citizens

Employability Development

- Job Readiness/Placement/Retention
- Job Seeking Skills
- Vocational Training
- Job Site Development

Health/Mental Health

- Health Awareness Promotion
- Counseling
- Substance Abuse
- Health Care Access
- Crisis Intervention
- Dental Care
- Prescription Medications
- Safety Promotion
- Respite Care

ARTICLES CONTINUED	
Article 21 Shall the Town vote to authorize the Board of Selectmen to enter into a 5-year lease/purchase agreement for 168,970 for the purpose of lease/purchasing a dump truck for the Exeter Highway Department to replace a 2004 tump truck, and to raise and appropriate the sum of thirty-three thousand seven hundred ninety four dollars \$33,794), which represents the first of 5 annual payments for that purpose. This lease/purchase will contain an scape (non-appropriation) clause. (Majority vote required) Recommended by the Board of Selectmen 5-0.	1119 YES • NO
	356
Shall the Town vote to authorize the Board of Selectmen to enter into a 5-year lease/purchase agreement for interest of the purpose of lease/purchasing a backhoe replacement for the Exeter Highway Department to eplace a 2004 backhoe, and to raise and appropriate the sum of twenty seven thousand five hundred forty four ollars (\$27,544), which represents the first of 5 annual payments for that purpose. This lease/purchase will onlain an escape (non-appropriation) clause. (Majority vote required) Recommended by the Board of selectmen 5-0.	1087 YES ♠ NO 386
Article 23	1260
Shall the Town name the Board of Selectmen as Cemetery Trustees pursuant to RSA 289:6 for cemeteries not under the care and custody of the Exeter Cemetery Association. (Majority vote required) Recommended by the coard of Selectmen 5-0.	YES ● NO 182
Article 24	
On petition of Paul Royal and other registered voters of the Town of Exeter NH to see if the Town will vote to uthorize and direct the Board of Selectmen to eliminate section 102.2 of Chapter 1 of the Town Ordinances "Winder Parking Ban" and further eliminate the words "Winter parking ban is December 1 through March 15 each year" in section 101.3 of Chapter 1 of the Town Ordinances. The intent of this article is to eliminate the current winter parking plan and replace it with a requirement for town officials to declare a "Snow Emergency" between certain evening hours in order to ban parking within any public R-O-W when a weather forecast indicates that a storm difficient to require DPW storm cleanup or storm preparation is tikely. We, the undersigned, are oncerned citizens who urge our leaders to act well prior to November 1, 2017 in order to address any issues elated to the transition and allow time to inform the citizenry of Exeter as to any change to the current ordinance.	054 YES ● NO ○ 602
YOU HAVE NOW COMPLETED VOTING	

- FILE Copy -

LEASE

THIS LEASE, made and executed the <u>15†</u> day of April, 2009, by and between TOWN OF EXETER, a municipal corporation duly organized and existing under law with a place of business at 10 Front Street, Exeter, County of Rockingham, State of New Hampshire (hereinafter referred to as the Landlord) and THE EXETER SPORTSMAN'S CLUB, INC., a New Hampshire not-for profit corporation, with a mailing address of P.O. Box 1936, Exeter, County of Rockingham, State of New Hampshire (hereinafter referred to as the Tenant).

WITNESSETH:

1. LEASED PREMISES

The Landlord does hereby demise and lease unto the Tenant, and the Tenant does hereby lease and take from the Landlord, a portion of the premises of the Landlord shown on Tax Map 65, Parcel 123, situated easterly of Portsmouth Avenue, Exeter, New Hampshire, adjacent to Water Works Pond, so-called, shown and described on Exhibit A attached hereto. Access to the property shall be provided over Water Works Pond Road, so-called, from Portsmouth Avenue. Said premises are hereinafter referred to as the "premises" or the "demised premises".

2. TERM OF LEASE

The term of this Lease shall be for a period of forty (40) years, commencing April 1, 2009 and terminating March 31, 2049. The parties to this Agreement shall meet at least once every five (5) years to discuss any issues pertaining to the Club's tenancy on the property and to exchange general information of a mutually beneficial nature.

RENT

In consideration for the giving of this Lease by the Landlord, the Tenant does for itself, its successors and assigns, agree to pay as rent for said leasehold term the sum of Twelve (\$12.00) Dollars per year, payable in advance, commencing April 1, 2009 and continuing on the first day of April of each year thereafter until April 1, 2048.

The Tenant shall pay to the Landlord as additional rent properly assessed real estate taxes pursuant to the provisions of New Hampshire RSA 72:23. Such taxes shall be assessed based upon the land value of the demised premises together with the assessed value of any structures or improvements situated thereon or which may

subsequently be constructed or placed thereon by the Tenant. Such property taxes shall be assessed by the Town of Exeter Tax Assessor and shall be billed to the Tenant once per year on or about November 1 or such other date as the property taxes may be billed to other inhabitants of the Town of Exeter. Said property taxes shall be due and payable within thirty (30) days. This provision shall remain in effect so long as any payment obligation under the current RSA, as it may be amended from time to time, continues to exist. Should RSA 72:23 be repealed, the Tenant will no longer have the obligation to pay property taxes on the land. The obligation of the Tenant to pay property taxes on the improvements it has placed, or will in the future place, on the premises shall continue.

4. USE OF PREMISES

The Tenant agrees that the premises are to be used for the operation of The Exeter Sportsman's Club to include a shooting club, providing rifle, hand gun, shot gun, archery and such other shooting sport activities as the demised premises may safely accommodate. The parties contemplate that the Club activities will include programs or events undertaken in normal and customary affiliation with or through the sponsorship of outside groups, entities or organizations, but that all such affiliations shall be customary and usual for such clubs. Affiliations that are not normal or customary shall be subject to the express approval of the Town of Exeter Board of Selectmen. Such approval shall include any signs to be placed on the premises publicizing the event. The premises may also be utilized for fishing along the shoreline of the aforesaid Water Works Pond and for hiking by the general public. The Tenant shall delineate the safe areas or limits of use of the facilities and activities of the Tenant and for access for fishing or hiking with appropriate signage and fencing where necessary. The Tenant will continue to maintain the access gate along the entryway to the club in the same location and manner as the gate existing at the commencement of this Lease.

5. HOURS OF OPERATION

Tenant agrees that outdoor shooting hours will be 8:30 am to 7:30 p.m. on weekdays and Saturday. Outdoor shooting on Sundays shall be from noon to 7:30 p.m. The tenant agrees that there shall be no outdoor shooting on Thanksgiving Day, Christmas Day, or Easter Sunday. Tenant agrees that the Exeter Police Department may enforce non-shooting hours and that members found to be shooting during non-shooting hours may have their memberships revoked by the Club. From time to time, special events that are to last beyond the 7:30 p.m. hours of operation shall be permitted by the Board of Selectmen or their designee, which approval shall not be unreasonably withheld.

6. UTILITIES

The Tenant shall provide the premises with heat, electricity and propane gas, if applicable, at its own expense. The Tenant shall also be responsible for its own refuse or trash removal and for all other such other utilities or services that it may have provided to the premises.

7. SNOW REMOVAL

Snow removal shall be provided by the Landlord along Water Works Pond Road from Portsmouth Avenue to the border of the demised premises to the same standards of operation used by the Public Works Department in the Town of Exeter. Specifically, the Landlord shall provide removal from Portsmouth Avenue to the present turn- around adjacent to the sedimentation pools. The Tenant shall be responsible for any other snow removal or snow plowing it may wish to undertake within the demised premises necessary to facilitate the use of the same during winter months.

8. RENOVATIONS, ALTERATIONS AND IMPROVEMENTS

At any time during the term of this Lease should the Tenant be desirous of undertaking any renovation, alteration or improvement to the demised premises or should the Tenant wish to construct any additional facilities to render it more suitable for the Tenant's purposes, all such renovations, alterations, improvements and construction made by the Tenant shall be subject to the following conditions:

The Town of Exeter shall be notified in writing of any renovations, alterations or improvements prior to said improvements being undertaken. The Club will not begin any improvements until proper approvals are received from the Town, either through the Board of Selectmen or other designee as the scope of the improvement may ordinarily require. No work of significance will be done on site without proper approvals from state or federal agencies, if required.

All plans or proposals submitted by the Tenant must be considered by the Town of Exeter Planning Board and shall be subject to that Board's provisions for site plan review and approval. Any material utilized by the Tenant in conjunction with such proposed renovations, alterations, improvements or construction, specifically including dirt, gravel or similar material, must not be considered to be harmful by federal or state regulations and shall not pose a threat to Water Works Pond or the immediate area. Any removal of trees for relocation of earth materials or the erection of berms or other shot and bullet containment or noise management structures, or additional exterior lighting shall be subject to site plan review of the Planning Board.

Should the additional improvements or construction on the premises include an indoor firing range, such facility shall be equipped with an appropriate air handling system to ensure that trace amounts of lead that may become airborne in the course of discharging firearms shall not be considered to be harmful by federal or state and shall not exit the area of the range so as to pose a threat to Water Works Pond or the immediate area.

Upon the termination of this Lease, all such renovations alterations and improvements shall become the property of the Landlord and may not be removed without the Landlord's written consent.

9. REMOVAL OF IMPROVEMENTS

If, at the termination of this Lease, the Landlord has given its consent for the removal of improvements by the Tenant, the Tenant may undertake such removal provided that the Tenant shall restore the area of said premises that was disturbed by such removal. Any such improvements not removed by the Tenant shall become the property of the Landlord.

10. USE BY EXETER POLICE DEPARTMENT

The Tenant shall during the term of this Lease provide membership in The Exeter Sportsman's Club, Inc. at no cost to each member of the Exeter Police Department. The members of the Exeter Police Department shall be nonvoting members of the Club. The Tenant shall cooperate with the Exeter Police Department training officer to schedule periods of time when members of such department may have the exclusive use of all of the Tenant's facilities for police training purposes. The Exeter Police Department will follow all rules and regulations of the Club while using the facility. The Landlord will hold tenant harmless from any damage or alleged damage arising out of use of Tenant's facilities by Exeter Police Department personnel, employees or agents, whether on the premises individually or in an organized group or activity.

11. REPAIR AND MAINTENANCE

The Tenant shall be solely responsible for any customary and usual cleaning, repair and maintenance of any of the buildings, structures or improvements placed on the demised premises. Landlord shall be responsible for maintenance and repair of the Waterworks Pond Road and any appurtenant culverts to the same extent as generally provided to roads in the Town of Exeter.

12. ENVIRONMENTAL STEWARDSHIP PROGRAM

The Tenant shall adopt, implement and update as appropriate an environmental stewardship program consistent with similar programs recommended for active shooting ranges by the National Shooting Sports Foundation. A copy of the environmental stewardship program shall be provided to the Landlord for its file, as required, with the proper agency approvals. The Tenant further agrees to seek and pursue approval of such program on a periodic basis by the United States Environmental Protection Agency (EPA) for so long as such approval continues to be available under EPA regulations in existence as of the date of the commencement of this Lease.

13. TENANT MEMBERSHIP COUNT

The Tenant shall on a yearly basis at the same time it pays its yearly rent to the Town pursuant to paragraph 3. above provide to the Town a report that shall contain THE FOLLOWING: 1) the percentage of members of the Club who are residents of the Town of Exeter; 2) confirmation that the Executive Committee of the club contains at least two (2) Exeter residents; 3) confirmation that Exeter residents make up at least 20% of all active club members. Excluded from such calculation shall be the members of the Exeter

Police Department. If the number of Exeter residents belonging as active club members falls below the 20% threshold, the Club shall have two (2) years to bring the number of Exeter residents who are active members above the 20% threshold. If this is not achieved it will be considered a default of the lease. The report provided as part of this section will be notarized.

The Club shall also provide a report of its activities each year for inclusion in the Annual Report of the Town, at the discretion of the Board of Selectmen. The report will describe activities of public benefit undertaken by the Club.

14. LIABILITY INSURANCE OBTAINED BY TENANT

The Tenant agrees to hold the Landlord harmless from all manner of claim, action and demand arising out of their use of the demised premises and further agrees that they will maintain a policy of insurance covering public liability. The policy shall have a minimum coverage of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate. The Tenant shall provide to the Landlord written proof of the existence of such public liability policy prior to the commencement of this Lease and upon the yearly payment of rent pursuant to paragraph 3. above. The Landlord shall be named as an additional insured thereon.

15. **COMPLIANCE WITH LAWS**

The Tenant agrees that they will at all times comply with the ordinances, statutes and other laws of the Town of Exeter and the State of New Hampshire, and of the United States of America. The landlord acknowledges that RSA 159-B Shooting Ranges exempts the tenant from regulation by noise control ordinances that were not in existence at the time the range was established, was constructed, or began operations. The Club agrees that it will restrict the use of any firearms on the site to those that are .77 caliber or less and which are hand held or shoulder fired. The Club agrees that the operation of any full automatic firearms shall not be permitted. The Club will furnish a copy of its by-laws to the Town which will contain these provisions in writing.

16. NOISE ATTENUATION

The Tenant agrees that it will make reasonable efforts to attenuate noise on the site in accordance with generally accepted industry practices. The Tenant agrees that within twenty-four (24) months of the lease becoming effective, the 100 yard firing line will be enclosed on three sides with a canopy or roof. The 25 yard and 50 yard firing lines will be partially enclosed with a canopy or roof as is customary or standard in the industry. All such enclosures shall be pending permit approvals from the Town and other relevant agencies. The Tenant also agrees to extend the existing berm *so as* to attenuate sound across Water Works Pond. The Tenant's efforts to attenuate sound will be discussed as part of the periodic meetings described in Section 2 of this Lease.

17. SUBLEASE

The Tenant may not assign this lease or undertake a sublease of any portion of the premises without the express written consent of the Town of Exeter Board of Selectmen.

18. SIGNAGE

Any and all signs that the Tenant may propose for the premises shall be subject to the approval of the Town of Exeter Board of Selectmen or its designee as the same may be regulated by the Town. The current Sportsmen's Club sign (see attached photo as Exhibit B) in place as of January 1, 2009, is deemed to be approved by the Landlord. Any changes in signage will meet any sign ordinances in effect at that time, which cover the affected area.

19. **DEFAULT/TERMINATION OF LEASE**

If the Tenant shall be in default in the payment of rent, the payment of property taxes or any other charge or cost which is the obligation of the Tenant to pay, or if the Tenant shall violate any of the covenants and agreements of this Lease to be performed by the Tenant, the Landlord may consider the Tenant in default and may terminate the Lease. In the event of any such default or violation, thirty (30) days' notice to vacate said premises shall be sufficient.

In the event of a violation, the Landlord will notify the Tenant through its Code Enforcement Officer. The Tenant shall have ten (10) days to respond to the notice of violation. The Landlord and Tenant will discuss the violation and attempt to come to a resolution within thirty (30) days. If the parties are not in agreement over the method of curing the violation, the Landlord may, at any period after the thirty (30) days, issue a notice to vacate. The Tenant may contest the notice through a proper court order.

Should the Tenant voluntarily or involuntarily cease to operate as a shooting club and as a not-for profit New Hampshire corporation, the Landlord upon thirty (30) days to the Tenant may terminate this Lease.

Should it become necessary for the Landlord to bring suit for the recovery of possession of the demised premises or for the recovery of rent or any other amounts due and payable under the provisions of this Lease, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorney's fees should the Landlord prevail in any such suit. Should the Tenant prevail in any such suit, then the Landlord shall pay to the Tenant all expenses incurred therefore, including reasonable attorney's fees.

20. INDEMNIFICATION

The Tenant shall indemnify the Landlord against any claim, expense, damage, loss or liability paid, suffered or incurred as the result of any breach by the Tenant, the Tenant's agents, members, servants or business invitees, or that result from the Tenant's use and occupancy of the demised premises. The Tenant shall further indemnify the

Landlord against any claim, expense, damage, loss or liability paid, suffered or incurred as the resulting from the carelessness, negligence or improper conduct of the Tenant, or its agents, members, servants or business invitees, taking place upon the demised premises. Such indemnification shall also include any physical damage, personal injury or any other damage or loss suffered or incurred by the owner of any properties adjacent to the premises, whether directly abutting the premises or not. The intent of this provision is to indemnify the Landlord against any claim, expense, damage, loss or liability paid, suffered or incurred by the Landlord as a result of any such damage or harmful activity occasioned to abutting or adjacent properties, or to the occupant's thereof by the activities of the Tenant after the execution of this Lease. Should any such claim be received the Tenant shall be responsible for any clean up or remediation that may be ordered for any such abutting or adjacent properties.

21. ACCESS TO PREMISES

The Landlord or its agents and representatives shall, at all times, have reasonable access to the demised premises to review and monitor the satisfactory and appropriate operation of the Tenant's activities to be undertaken pursuant to the terms of this Lease and to confirm the appropriate operation of the earthen berms and other shot or bullet containment provisions as well as to ensure appropriate implementation of all safety provisions. In exercising its rights under this section, the Landlord will make every effort to be reasonable, and grant at least 48 hours notice prior to accessing the property, unless the public health and safety are at issue. In this instance, the Town will designate authorized representatives to act on its behalf in accordance with current statute. As of this lease that means representatives of the Exeter Police Department or the Code Enforcement Officer.

22. HOLDING OVER

The Landlord shall commence negotiations with the Tenant for a renewal lease two years prior to the expiration of this lease. The Landlord or its representatives will hold meetings with the Tenant in an attempt to negotiate a successor lease. In the event the Tenant shall hold over after the expiration or termination of the term hereof, such action by the Tenant shall not extend the term of the Lease but shall create a tenancy from month to month upon all of the terms and conditions of this Lease as were in existence at the time of such expiration or termination.

23. CONSTRUCTION OF MUNICIPAL FACILITIES ON PROPERTY

Should the construction of a new water treatment plant or other municipal facility on the site be approved by the voters of the Town of Exeter, the Landlord and the Tenant will meet with the Town's representatives prior to bid documents being developed to discuss scheduling of the project, site contingencies, and other issues that may affect operation of the club by the Tenant during the time of construction. No regulation of on site activities during construction by the Landlord shall result in an unreasonable cost escalation for any project approved by the Town. Reasonable steps or measures shall be taken to accommodate the continuing operations of the Tenant, however, temporary and

reasonable interruptions are expected in the course of construction. Any construction contract may, with the approval of the Town, require the contractor to prepare earthen berms with surplus soil on site in conformance with Town approved designs that meet environmental regulations.

24. NOTICES

Any written notice, request or demand required or permitted by this Lease shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered first class mail, postage prepaid, and addressed as follows:

If to the Landlord: Board of Selectmen

Town of Exeter 10 Front Street

Exeter, New Hampshire 03833

If to the Tenant:

The Exeter Sportsman's Club, Inc.

P.O. Box 1936 Exeter, NH 03833

Should the Tenant at any time during the term of this Lease relocate or otherwise establish a new or different office for the corporation, the Tenant shall so advise the Landlord in writing.

25. SUCCESSION

This Lease shall be binding upon and inure to the benefit of the successors of the parties hereto.

26. WAIVER

Any consent, express or implied by the Landlord to any breach by the Tenant of any covenant or condition of this Lease shall not constitute a waiver by the Landlord of any future or succeeding breach by the Tenant of the same or any other provision of this Lease.

27. COUNTERPARTS

This Lease shall be executed in two (2) original counterparts, each of which shall be deemed to be an original and both of which collectively shall be one and the same instrument.

IN WITNESS WHEREOF, the Landlord, Town of Exeter, by and through its Selectmen and the Tenant, The Exeter Sportsman's Club, Inc., by and through its PRESIDENT AND SECRETARY have executed this Lease.

	By its Selectmen
Durnel N WITNESS	William Campbell, Chair
Purnel C. WITNESS	Julie Gilman, Vice-Chair
WITNESS	Robert Aldrich, Clerk
WINESS WINESS	Matthew Quandt
Pussell WITNESS	Robert Eastman
	The Exeter Sportsman's Club, Inc. By its PRESIDENT AND 17 5
WITNESS Recians	Print Name Joseph L. Kenick TRPRESIDENT JOSEPH L. KENICK TRPRESIDENT
Centha Perena	Poseph Likewick Intilles
Withiss	Rubart Killiot Shot

EXHIBIT A

The Town of Exeter hereby leases to The Exeter Sportsman's Club, Inc. the following described premises:

A certain tract or parcel of land situated easterly of Portsmouth Avenue, but not being bounded thereon, beginning at land of the Town of Exeter at a point on the shoreline of Water Works Pond, so-called, a reservoir for the Town of Exeter, which point is where a straight line projection of the westerly property line of land of North Country Trust would meet such shoreline;

Thence proceeding westerly along such shoreline to a point where a straight line projection of the easterly property line of Osram Sylvania Corporation would meet said shoreline;

Thence northerly along such projected easterly property line 480.0 feet, more or less, to a point at land of Osram Slyvania Corporation;

Thence easterly along land of Osram Sylvania Corporation to a point on the aforesaid westerly property line of land now or formerly of North Country Trust, which point is 240.0 feet, more or less, northerly from the shoreline of Water Works Pond;

Thence southerly by land of North Country Trust and the Town of Exeter 240.0 feet, more or less, to the point of beginning.

Meaning and intending to lease that portion of land shown on Town of Exeter Tax Map 65, Lot 123 and extending onto Tax Map 66, which will not be occupied by permanent facilities of the proposed Town of Exeter Water Treatment Plant, when and if said plan is approved and constructed.

There is further demised and leased to the Tenant a sign and mailbox location at the junction of Water Works Pond Road, so called, and Portsmouth Avenue and access to and from the premises over said road from Portsmouth Avenue.



AFFIDAVIT

NOW COMES the undersigned Toseph L | EMONT and says, that he/she is the President of the Exeter Sportsman's Club Inc., a not-for-profit New Hampshire Corporation, and swears and affirms that as of April 1, 2009, to the best of his/her knowledge and belief, more than Twenty Percent (20%) of the active members in good standing of said Club, excluding members of the Exeter Police Department, are residents of the Town of Exeter New Hampshire.

And that on the same date, a minimum of two members of the Executive Committee of said Club are Residents of the Town of Exeter New Hampshire.

This affidavit is given and sworn to as required by Article 13 of the lease between the Town of Exeter New Hampshire and the Exeter Sportsman's Club Inc. dated April 1, 2009.

And Further Affiant Saith Not.

Joseph L. Kenick Jr.

ACKNOWLEDGEMENT

Appeared before me 201 M Quin the undersigned officer, on the date first written below, Defer Lovicion being known to me or having satisfactorily shown him/her self to be President of the Exeter Sportsman's Club Inc, and did swear and affirm that he/she being duly authorized so to do, offers and executes the foregoing affidavit for the purposes stated therein. And that the statements therein contained are true to the best of his/her knowledge and belief. In Witness whereof I affix hereto my hand and seal.

Signed:	Esularin	
	Notary Public/Justice of	the Peace
SEAL:		JiNN, Notary Public Expires August 22, 2012
	My commission expires	20

ACORD, CERTIFICATE OF LIABILI	TY INSURANCE	A LE IMMITATOR		
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF	4/02/2009		
Lockton Risk Services F.O. Box 410679	ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AMEND ALTER THE COVERAGE AFFORDED BY THE POL	CERTIFICATE		
Kansas City, KO 64141-0679 800-472-7771, INSURED Exeter Sportsman's Club	INSURERS AFFORDING COVERAGE	NAIC#		
	INSURE A: Certain Underwriter's at Lloyd's, I	4		
P. O. Box 1936	INMINER C:			
	INSURED D:	1		
Exeter, NH 03833	INSURFR F:			
COVERAGES				
THE POHCHS OF INSURANCE LISTED PETOW HAVE BEEN ISSUED TO THE INSUANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER D MAY PERTAIN, THE INSURANCE ACCORDED BY THE POHCHS DESCRIPTOHER POHCHS. AGGREGATE HIMTS SHOWN MAY HAVE BEEN REDUICED BY PAID CHANGED WAS AGGREGATE HIMTS SHOWN MAY HAVE BEEN REDUICED BY PAID CHANGED.	DICUMENT WITH RESPECT TO WHICH THIS CEMTRICATE MA FIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND COND AIMS.			
	100 FEFF (1)			
COMMERCIAL GENERAL LIARRILY	DAMAGE (CRENTED)	1.000.000		
CLAMSMADE & OCCUM	MED EXP (Avay one person) 6	300,000		
	PERHONAL & ALVINGRY \$	1.000.000		
	CI-NERAL ACCIONES &	2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMPOR AGG 6	2.000.000		
AUTOMOBILE LIABILITY ANY AUTO	COMBING DESIRED (IMI) \$			
ACHRICH AUTOR	REDULY INJURY [Per person)			
NON OWARD AUTOS	BODILY INJUNY (P'or accurant)			
	PREPRETY DAMAGE (For assistant)			
ANY ALLED	AUTOONEY FA ACCOMENT \$			
	OTHER THAN FA ACC FAITHOUNEY: AGG F			
OCCUR CLAIMEMADE	FACH OCCURRENCE \$			
	AGGREGATE \$			
DEDIK: 108 6				
WORKERS COMPENSATION AND	WESTATII OTH TONYLIMITS OF			
EMILIOAERH, TIVRDIIA				
ANY PROPRIETOR/PARTNER/PARCULIVE OPPICER/MEMORE EXCLUDIO/	F.I. CHIFARE FA FMM CIVE \$			
If yes, describe rader BP-CIAL PROVISIONS below	C.L. DISEASE - POLICY LIMIT			
OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT	/ SPT CIAL PROVISIONS			
Cartificate Holder is Additional Insured as respects to use of		on Tax Map 65		
Parcel 123. situated easterly of Portsmouth Ave., Exeter. NH, a				
CERTIFICATE HOLDER	CANCELLATION			
Town of Exeter	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO	i i		
10 Front Street	MADE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MADE TO DAYS WRITTEN NODICE THE THE CHARLES ADDITION OF THE THEFT, RID FAILURE TO THE HE RMAIL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
Exeter, NH 03833	AUTHORIZED REPRESENTATIVE			
ACORD 25 (2001/08)	S & ACORD CORP	ORATION 1988		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

TOWN OF EXETER MEMORANDUM

TO:

Board of Selectmen

FROM:

Town Manager

RE:

Department Schedule of Periodic Reports to Board

DATE:

April 14, 2017

Some board members have expressed an interest in having departments appear at board meetings to give presentations of happenings in their departments/areas. As you know, many department managers are also serving other boards and attending other board meetings (ie Town Planner). In many circumstances, however, department heads that do not serve town boards directly are working nights in other capacities representing the town in regional efforts, programming efforts, or attending community organization-based meetings on behalf of the town.

In order to make these further appearances with the Board meaningful, it would be very helpful to know from the Board what kinds of things you are interested in hearing about. Each department functions on a schedule that is unique to their operation. For example. Parks/Recreation is busy year round, and the camp program and the summer concert series represents some of their busiest time of the year. So an update based around times of key events/programs might be more helpful than at other times of the year. Assessing could appear during property revaluation, the Town Clerk could appear during elections, Economic Development could appear when a major project is before the community. Surrounding all of this is the frequency with which department heads already appear at board meetings and the reasons. Some department heads are present quite frequently due to contracts, projects, and community issues (DPW). Others are in attendance for regulatory reasons (Building/Code), or something project specific (Economic Development on 79-E, Planning on Master Plan, as 2 examples). So in order to develop an effective calendar and strategy, I would encourage the board to have some discussion about what your priorities are, and to try to establish a calendar that is both meaningful and maintains work-life balance for our employees.

It may also be helpful as part of this process to also include town committees that are directly appointed by the Selectboard. These committees are part of the overall town organization and are working regularly to further their objectives. The Board may benefit in hearing from these committees more frequently.

Potential List of Appearances: Town Clerk Information Technology Finance Assessing Tax Collector Planning
Natural Resources/Conservation
Economic Development
Building Inspector/Code Enforcement
Fire/EMS
Police
Public Works – Highway, etc.
Water/Sewer
Parks/Recreation

Committees:
Library Trustees
TIF Advisory Board
Train/Transportation Committee



Planning Department Monthly Report March 2017

Land Use Boards:

Conservation Commission March 2017:

- CKT Associates: 'Active adult community' and a 'multi-use' development at 183 Epping Road, Tax Map Parcels #47-8 and #47-9, respectively. Per request of the Application, preliminary review and comments.
- After-the-fact request for agricultural use within the Bunker Conservation Easement, 70 Beech Hill Road, Tax Map # 18-3. Application was <u>approved</u> with conditions at the 3/21 Conservation Commission meeting. Up to \$300 was approved to support materials.
- Request for Comcast Cares Day activity 4/22: Trail improvement project at the Oaklands Town Forest. Request was **approved** at the 3/21 Conservation Commission meeting.
- Request for music event outside the barn at Raynes Farm 5/7: Request was <u>tabled</u> at the 3/21 Conservation Commission meeting pending discussions with tenant farmer and the Stewardship Committee.
- The following public outreach events are being planned:
 - o 4/22 Evening with the Singing Woodcock at the Morrissette Property
 - o 4/26 PEA Climate Action Day Trail Work at Henderson Swasey Town Forest
 - o 5/2 Lincoln Street School 5th Grade Arbor day Spring Tree event
 - o 6/4 Ben and Jerry's Employee Habitat Management Volunteer Day at Morrissette
- Trail Committee met on 3/22. Discussed property ownership and boundaries around the Henderson Swasey Town Forest, new trail approval process, recent appearance of unauthorized trails in that area and action plan for resolution.

Planning Board March 2017:

- <u>Kerry Wilson and Chris Burke</u>, 104 <u>Brentwood Road</u>, <u>Tax Map Parcel #61-23</u>. <u>Case #17-12</u>. Wetlands Conditional Use Permit for proposed landscaping improvements within the wetland buffer area was <u>tabled</u> (to 3/23/17 PB meeting). Application was <u>approved with conditions</u> at the 3/23/17 PB meeting.
- <u>Tuck Realty Corp.</u>, 98 <u>Linden Street and 3 Vintage Drive</u>, <u>Tax Map Parcel #104-70 and #95-51-2</u>. <u>Case #17-15</u>. Design review of a yield plan for a proposed open space development was <u>tabled</u> (to 3/23/17 PB meeting). Application was <u>tabled</u> until the April 27th, 2017 meeting.
- Exeter Sportsman's Club, 111 Portsmouth Avenue, Tax Map Parcel #65-123. Case #17-14. Review of the proposed construction of an extension to the existing backstop, an additional structure (shoot house) and lighting was tabled (to the 3/23/17 PB meeting). Application was approved at the 3/23/17 PB meeting.

- Exeter Sportsman's Club, 111 Portsmouth Avenue, Tax Map Parcel #65-123. Case #17-14. PB conducted a site walk on Thurs., 3/23/17 @ 5:00 PM (prior to PB meeting).
- Avesta Housing, Meeting Place Drive, Tax Map Parcel #55-75-1. Case #17-16. Minor site plan review of proposed changes to parking and architectural design associated with the construction of Building #4 was approved.
- Phillips Exeter Academy, Court & Gilman Streets, Tax Map Parcel #83-1, Case #17-17. Waiver Request for use of fertilizer was **rescheduled** for the 4/13/17 PB meeting at the Applicant's request.

Other Items

- Technical Review Committee (TRC) meeting was held on 3/30/17 to review proposed development of a self-service carwash facility & associated site improvements at 108 Portsmouth Avenue.
- Natural Resource Planner and Commission working on application for listing Raynes Farm on the State List of Historical Places
- Several Commission members attended a wetlands workshop on 3/9.
- Commission is working with EXTV 98 to develop several videos on Great Dam removal, Raynes Farm, and the American woodcock mating dance.
- Planner attended Riverwoods discussion on 2017 Warrant Articles.
- Planner coordinated interviews with firms that responded to the RFP regarding the
 Winter Street Cemetery project that will be funded through an LCHIP grant. An
 interview panel was established and Francis Miller of Conserv Art was chosen as our
 consultant for the project. We will draft a scope of work and get under contract in the
 next couple of months.
- Planning staff attended CPR/AED training.
- Planner started research on downtown benches program. Planner will meet with DPW in early April to finalize plan.
- Planner worked with COAST and DPW regarding the bus stop in front of the Town Office. DPW will perform the excavating this spring and contract out the flatwork. Targeting a late spring/early summer installation.
- Planner continued working with Doug Eastman regarding enforcement of the Court
 Order on 3 Sanborn Street. We both met with the property owner and we all agreed on a
 timeframe of compliance that was formalized in writing. We explained to the property
 owner that if any of the compliance dates were missed then the Town would file a motion
 of contempt with the Court seeking the suspended penalties and any other action
 necessary to gain compliance.

Respectively submitted, Dave Sharples

TOWN OF EXETER NH TAX/WATER/SEWER MONTHLY REPORT FEBRUARY 2017

PROPERTY TAXES:	Billed - None	\$	
	Payments Received: Tax, Interest, Fees		
	In-house	\$	103,331
	Lockbox	\$	3,300
	Total Payments Received	\$	106,631
	The state of the s		
	Taxes due as of February 28, 2016 (principal only):	_	1 212
	2007 2009	\$	1,212 376
		\$ \$	3,523
	2010		3,323 10,261
	2011	\$ \$	9,446
	2012 2013	\$	64,992
	2013	\$	147,472
	2014	\$	251,329
	2015	\$	838,358
	2016	\$	-
	Total taxes due		1,326,969
	Total taxes due		2,320,303
	Abatements Issued: None		
	Overpayment Refunds Issued: None		
	Returned checks: None		
WATER & SEWER:	Billed		
	Water Consumption Charges	\$	266,199
	Water Service Charges	\$	61,659
	Water Backflow Charges	\$	1,030
	Water Shut Off Fees	\$	105
	Water Misc Revenue - final bill charges	\$	455
	Total Water Billed	\$	329,448
	Sewer Usage Charges	\$	202,917
	Sewer Service Charges	\$	61,195
	Sewer Industrial Pre-Treat	~	0 **
	Sewer-Jady Hill Project Fee	\$	1,700
	Sewer Grease Inspections	\$	35
	Total Sewer Billed	\$	265,847
	Total water & sewer billed	\$	595,295

TAX/WATER/SEWER MONTHLY REPORT FEBRUARY 2017

WATER & SEWER

CONTI	NII	FD.
	,,,	LU.

Payments Received: Water, Sewer, Interest, Fees

In-house	
Water	\$ 64,679
Sewer	\$ 52,444
Total In-house payments	\$ 117,123
Lockbox	
Water	\$ 78,363
Sewer	\$ 59,721
Total lockbox payments	\$ 138,084
Total water & sewer payments received	\$ 255,207
Returned Checks: 2	\$ 213

Water shut-offs

128 notices created & sent by cerified mail with assistance from Carole and Desiree.
 Carole is responsible for returned receipts. I created a spreadshhet of the properties that were sent notices which was sent to DPW, town manager, and finance director. For shut-off purposes, updated sheets were sent to Desiree for shut-off purposes. Five accounts were originally shut-off but only one is still off.

Payment Plans:

- 3 payment plans written

Jady Hill Project:

Annual biling/payments: 2 properties requested payoffs totaling \$1,700. The one for \$1,000 has paid and the lien was released.

LOCKBOX FEES:

Monthly processing fees for February 2017

276

\$

MEETINGS:

- Met with Russ and Jane Sanders of Jane Sanders Searches regarding her company performing mortgagee searches on owners of Exeter properties that have currently been liened or are receiving an Intent to Deed Notice. She would also create notices to be sent to mortgagees, etc.
- Conference call with Somersworth Finance Director and Doreen regarding their ongoing conversion to Munis software of tax/water/sewer. We were looking for any insight he could give us.

OTHER:

Bankruptcy Cases:

- No new filings received
- Updated other files with notices received from court.

Sewer Industrial Pre-treatment Revenue:

- January's revenue was listed as \$17,682. Reversing entries in February for \$16,281.68 moved revenue to 2016. Actual revenue in January was \$1,400.

List for Selectmen's meeting April 17, 2017

Current Use Application

Map/Lot	Location	Amount		
71/119	Gilman Lane	51 acres		
to correct in	accurate information			

Intent to Cut

Map/Lot	Location
5/2	Beech Hill Road

Elderly Exemption

Map/Lot	Location	Exemption
104/79/9	9 Sir Lancelot Dr	152,251
104/79/1001	1001 Camelot Dr	152,251

Disability Exemption

Map/Lot	Location	Exemption
104/79/225	225 RobinHood Dr	125,000

Permits and Approvals April 17th, 2017

LCHIP Cemetery Grant: Move the Board of Selectmen authorize the Town Manager to sign any documents associated with the grant.

Description: On December 27th, the Selectboard accepted this grant in the amount of \$13,000, however the motion did not authorize signing of grant related documents. This motion would add to the December 27th motion the authority for the town manager to sign grant related documents, including the consultant contract.

Confirmation on nomination/appointments from April 10th, 2017.

Description: Three appointments were made on April 10th, 2017 to boards using the word "nominate" instead of "appoint." Town counsel recommends the board confirm the votes as being appointments to alleviate any potential confusion.

Town Hall Use Permit Request from Pam Gjettum, Exeter Historical Society, for October 12th, 2017 for a meeting. Microphone, podium, projector and screen requested. Fee waiver requested.

Town Planner – Request release of \$2,000 in funds from the transportation fund to construct COAST bus comfort station as approved in fall of 2016 by the Board of Selectmen.

Description: The transportation fund is a capital reserve fund. This one time expense is requested to be approved from the fund. The fund designated purposes referenced in Article 26 of the 2005 Town Meeting approved by voters.



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

/ Leastion
Use Request: Town Hall (Main Floor) Bandstand Parking - # Spaces Location
Signboard Request: Poster Board Week: Plywood Board Week: Plywood Board Week:
Representative: Name: Yamala Gettorn Address: le South ST Town/State/Zip: Ekotor NH 03833 Phone: 772 9908
Email: pajettume gmail.com
Organization: Name: Fyeter Historical Society Address: 47 Front ST Town/State/Zip: Fxeter NH 03833 Phone:
Reservation Details: Date: Oct. 12 9017
Type of Event/Meeting:
Times of Event: Will food/beverages be served? Yes No
of tables: # of chairs: # of
Requirements: Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use. Liability Insurance Required: The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured. Rental Fee: For Town Hall use there is a fee of \$125 per day. A rental fee waiver may be requested in writing. Tech/AV Services: There is a fee of \$80 an hour for any Tech/AV services needed. Services must be arranged in advance. Email aswanson@exeternh.gov to coordinate. Keys: Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events). Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter. Applicant signature: Authorized by the Board of Selectmen/Designee: Date: Date: Date: Date: Date: Date:
Office Use Only: Liability Insurance: On file In-process Fee: Paid Non-profit fee waiver requested

EXEHI

Client#: 39584

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2017

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(les) 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

centificate noider	in lieu of such endorsement(s).					
PRODUCER		NAME: Connie Horn				
People's United Ins. Agency NH 1555 Lafayette Rd.		PHONE (AJC, No, Ext): 631.416.3534 (AJC, No):				
		E-MAIL Address:				
2nd Fl.		INSURER(S) AFFORDING COVERAGE				
Portsmouüı, Nii	03801	INSURER A: Ohio Security Insurance Company				
INSURED		INSURER B: Peerless Insurance Company	24198			
	Historical Society	INSURER C:				
PO Box		INSURER D:				
Exeter, NH 03833		INSURER E:				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				

			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.							
INS LTF								
A	X COMMERCIAL GENERAL LIABILITY		BKS55797609	01/25/2017	01/25/2018	EACH OCCURRENCE	\$1,000,000	
i	CLAIMS-MADE X OCCUR	i i	ĺ	į į		PREMISES (Ea occurrence)	\$300,000	
						MED EXP (Any one person)	\$5,000	
ŀ						PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000	
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000	
L	OTHER:						\$	
	AUTUMUBILE LIABILITY	1 1	İ	i		(Ea accident)	\$	
1	ANY AUTO	1 1				BODILY INJURY (Per person)	\$	
ł	ALL OWNED SCHEDULED AUTOS NON-OWNED					BODILY INJURY (Per accident)	\$	
1	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per socident)	\$	
L							\$	
l	UNBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
ľ	EXCESS LIAD CLAIMS-MADE	i i	İ	i		AGGREGATE	\$	
L	DED RETENTION \$					laca lati	\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	1 1	WC8597609	01/25/2017	01/25/2018	X PER OTH- ER		
l	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$100,000	
ı	(Mandatory in NH) If yes, describe under			<u> </u>	•	E.L. DISEASE - EA EMPLOYEE	· · · · · · · · · · · · · · · · · · ·	
L	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$500,000	
i		ii		i	<u>'</u>			
1								
<u> </u>					L			
DE	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
i								
1								
Ļ	CANCELLATION							
	CERTIFICATE HOLDER CANCELLATION							

CERTIFICATE HOLDER	CANCELLATION
Town of Exetor 10 Front St 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
	POONER UN HED TURORENEL AGENCY

© 1988-2014 ACORD CORPORATION. All rights reserved.



April 12, 2017

To the Selectmen:

The Exeter Historical Society respectfully requests a waiver of the use fee for the Town Hall at our fundraiser on October 12, 2017.

Thank you

Pamela Gjettum

Historical Society Trustee

1638 QUADEN

TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date:

April 13, 2017

To:

Russ Dean, Town Manager

From:

Dave Sharples, Town Planner

Re:

COAST Bus Comfort Station

In accordance with our discussion, I am sending this memo to request the expenditure of \$2,000 from the Municipal Transportation Fund to construct a concrete pad and for the assembly and installation of a comfort station in front of the Town Office.

The Board of Selectmen (BoS) recently approved a request from COAST to allow a comfort station (bus shelter) that will contain advertising in the Front Street right-of-way in front of the Town Office. As was explained at prior meetings with the BoS, COAST is donating the comfort station but the Town will be responsible for the installation of the concrete pad and comfort station. Kevin Smart supplied me with a "not to exceed" estimate of \$2,000 that will cover the installation of the concrete pad (\$1,650) and the installation and assembly of the comfort station (\$350). DPW will do the site excavation in-house.

In discussions with you, it was determined that the Municipal Transportation Fund would be the account to pay for these improvements. I researched the creation of the fund and have attached the 2005 warrant article that created the fund. I believe the proposed project is consistent with the purpose of the warrant article and can be funded through this mechanism. Since the warrant article named the BoS as the agents to expend, I would request the item be placed on their agenda for discussion.

Thank you.

enc (1)

Articles amended @ Deliberative Session 2/05/05: Articles 17, 22, 26, 27, 41, 46, 47, 48

Article 24: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$50,000 for the purpose of purchasing a Fire Department Command Car to replace the Department's seven-year-old SUV. (Four of the five members of the Board of Selectmen recommend this appropriation.)

Article 25: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$44,000 for the purpose of purchasing a 1-ton truck with dump body and plow to replace the Parks and Recreation Department's 10-year-old _ ton truck. (The Board of Selectmen recommends this appropriation.)

Article 26: To see if the Town will establish a Municipal Transportation Improvement Fund to assist the community in supporting, wholly or in part, improvements to the local and regional transportation system as set forth in RSA 261:153 VI. This will be a capital reserve fund whose proceeds are to be used to fund, or partially fund through matching grants, eligible local transportation projects such as parking improvements, public transportation, roadway improvements, traffic management, signal upgrades, and development of new bicycle paths and sidewalks. Furthermore, to name the Board of Selectmen as agents to make expenditures from this fund not to exceed \$25,000 per project.

Article 27: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$40,000 for the purpose of purchasing and installing three "pay and display" parking pay stations to be located in the Town Parking lot between Water and Bow Streets. Revenues from the parking pay stations are to be placed in the aforementioned Municipal Transportation Improvement Fund after the initial investment is reimbursed to the General Fund. (Four of the five members of the Board of Selectmen recommend this appropriation.)

Article 28: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$37,000 for the purpose of purchasing a "hotbox" for storing and transporting hot top to replace the Department of Public Works' 10-year-old hotbox. (The Board of Selectmen recommends this appropriation.)

Article 29: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$28,000 to repair the roof of the Town's Parks and Recreation Building. (The Board of Selectmen recommends this appropriation.)

Article 30: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$25,000 to expand the parking at the Recreation Park. (The Board of Selectmen recommends, this appropriation.)

Article 31: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$25,000, to redesign the entrance to the Public Safety Complex, to address problems of freeze and thaw damage to the roof, footings and metal supports for the glass at the entrance to the Complex. (Four of the five members of the Board of Selectmen recommend this appropriation.)



PURCHASE ORDER (Pending Posting Process)

MAN	PS		PO No:	4911	1	
TO:	RIVERBEND M 144 COURT S' EXETER, NH	Г	Date: // Dept. Of: Trans In/Out Trust Funds Job No: 4/13/17 Ship Via: Terms:			
Contact: Vendor ID:	096374	(603) 772-1539	Commen	t: Kevin Sm	art - Russ Dean	
BILL TO:	Town of Exeter 10 Front St. Exeter, NH 038	33-	SHIP TO:	Town of E Town of E 10 Front S Exeter, N	Exeter	
Attention:			Requeste	d By: tallen	1	
ГЕМ	DESCRI			QTY	PRICE	TOTAL
us Shelter Debit Acco Mark Gilma p) 944-116	unt No: 05-491 an	id stop shelter pad & assem 1-0938-9042	bly Desc: TF- Coa	1.0000 st Transpor	2,000.0000	2,000.00



STATE OF NEW HAMPSHIRE DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT DIVISION OF FORESTS AND LANDS

172 Pembroke Road, Concord, New Hampshire 03301

603-271-2214

FAX: 603-271-6488 www.nhdfl.org

April 10, 2017

Board of Selectmen 10 Front Street Exeter, NH 03833

Dear Board Members:

The New Hampshire Division of Forests and Lands is planning a wildlife habitat improvement project on 118 acres of the New Hampshire Fish and Game Conner Farm Wildlife Management Area in the town of Exeter, New Hampshire. Attached is a location map of the planned project for your reference.

We are in the early stages of planning this harvest operation which we do not anticipate offering for public bidding until later this year. At that time you will be notified as to the timber volume sold and the successful bidder who will be responsible for the timber tax.

This harvest will access onto NH Route 27 and not require transportation of forest products over town roads. The Public Works Director for your town will be contacted.

If you have any questions or comments please contact the forester in charge of this project, Sam Taylor, at (603) 227-8735 by May 1, 2017. Please refer to project P1-621

This letter is in compliance with RSA 541-A: 39, Notice to Municipalities. We would appreciate it if you would post this letter in a public place, thank you.

Sincerely,

William T. Guinn, Administrator Forest Management Bureau

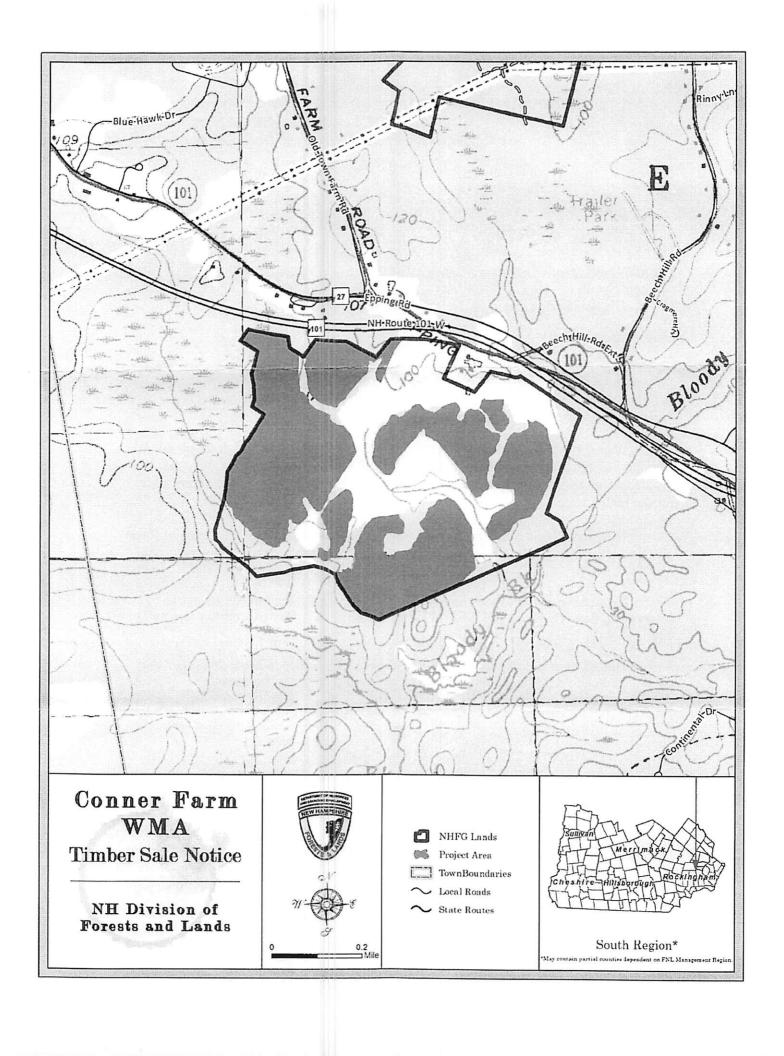
WTG/rt Attachment

cc: Exeter Conservation Commission Exeter Public Works John Dodge, Forest Ranger Abutters: Dan Davis

NH DOT District 6

EJ Conner LLC C E & P M Bouchard Mathes Family Limited Partnership R Grappone C M Chwatek







OFFICE OF THE TOWN CLERK

10 FRONT STREET • EXETER, NH • 03833-3792

MEMO

TO: Russ Dean & Board of Selectmen

FROM: Andie Kohler, Town Clerk

SUBJECT: Rate Changes

DATE: April 11, 2017

Please be advised as of March 17th, 2017 the following position pay rates have changed:

Moderator:

\$150.00 p/event to \$175.00 p/event

Checklist Supervisors:

\$8.25 to \$10.00 p/hour

Ballot Clerks:

\$7.25 to \$8.00 p/hour

As you are aware all of these officials put in long hours for the town.

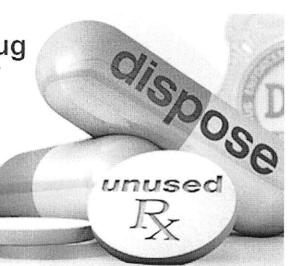
Please let me know if you have any questions.

Andrea J. Kohler, CTC, CMC Town Clerk

National Prescription Drug TAKE BACK DAY

Saturday, April 29th
10 a.m. - 2 p.m.
Turn in your unused or expired
medication for safe disposal

Click here for a collection site near you



PARTICIPANTS NAME

EXETER POLICE DEPARTMENT

KINGSTON N.H. POLICE DEPARTMENT

STRATHAM POLICE DEPARTMENT

NEWMARKET POLICE DEPARTMENT

COLLECTION SITE

EXETER POLICE DEPARTMENT

RITE-AID

CARRIAGE TOWNE PLAZA

STRATHAM POLICE DEPT.

FRONT LOBBY

NEWMARKET POLICE DEPARTMENT

ADDRESS

20 COURT STREET

53 CHURCH STREET

76 PORTSMOUTH

AVE.

70 EXETER STREET