

**Exeter Board of Selectmen Meeting**  
**Monday, August 28<sup>th</sup>, 2017, 7:00 p.m.**  
**Nowak Room, Town Office Building**  
**10 Front Street, Exeter NH**

1. Call Meeting to Order
2. Public Comment
3. Minutes & Proclamations
  - a. Proclamations/Recognitions
4. Approval of Minutes
  - a. August 21<sup>st</sup>, 2017
5. Appointments
6. Discussion/Action Items
  - a. Town Hall Public Restroom Follow Up
  - b. Washington Street Water Line Design Contract
  - c. Health Ordinance Updates: Health Officer
  - d. Exeter Sportsmen's Club RAP Update
7. Regular Business
  - a. Tax, Water/Sewer Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Selectboard Committee Reports
  - e. Correspondence
8. Review Board Calendar
9. Non-Public Session
10. Adjournment

Don Clement, Chairman  
Exeter Selectboard

Posted: 8/25/17 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

**August 21<sup>st</sup> minutes will be forwarded as soon as they are available.**

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

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

2017 Budget Amount: \$97,178

Account Number	Acct Desc	Date	Transaction Description	PO#	Project	Debits	Project totals
01-4311-0606-7501	PM-Maintenance Projects	2/14/2017	GLEASON ARCHITECTS - Town Hall Public Restroo	4311369	TH Bathroom	2875.00	
01-4311-0606-7501	PM-Maintenance Projects	3/14/2017	F W WEBB - Public Bathroom.	4311372	TH Bathroom	64.43	
01-4311-0606-7501	PM-Maintenance Projects	3/28/2017	F W WEBB - PUBLIC BATHROOM.	4311372	TH Bathroom	339.69	
01-4311-0606-7501	PM-Maintenance Projects	3/21/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	123.89	
01-4311-0606-7501	PM-Maintenance Projects	3/21/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	237.90	
01-4311-0606-7501	PM-Maintenance Projects	3/21/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	154.77	
01-4311-0606-7501	PM-Maintenance Projects	3/22/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	192.25	
01-4311-0606-7501	PM-Maintenance Projects	3/17/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	747.15	
01-4311-0606-7501	PM-Maintenance Projects	4/6/2017	NORTHEAST ELECTRICAL DISTRIBUTORS - TH Publ	4311374	TH Bathroom	498.56	
01-4311-0606-7501	PM-Maintenance Projects	4/6/2017	NORTHEAST ELECTRICAL DISTRIBUTORS - TH Publ	4311374	TH Bathroom	388.47	
01-4311-0606-7501	PM-Maintenance Projects	4/6/2017	NORTHEAST ELECTRICAL DISTRIBUTORS - TH Publ	4311374	TH Bathroom	498.56	
01-4311-0606-7501	PM-Maintenance Projects	4/17/2017	RIVERBEND MASONRY - T.H. Public Restroom Ref	4311373	TH Bathroom	5910.00	
01-4311-0606-7501	PM-Maintenance Projects	4/17/2017	RIVERBEND MASONRY - T.H. Public Restroom Ref	4311373	TH Bathroom	6295.00	
01-4311-0606-7501	PM-Maintenance Projects	4/17/2017	RIVERBEND MASONRY - Town Hall Public Restroo	4311378	TH Bathroom	894.40	
01-4311-0606-7501	PM-Maintenance Projects	4/25/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	481.44	
01-4311-0606-7501	PM-Maintenance Projects	4/27/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	329.41	
01-4311-0606-7501	PM-Maintenance Projects	5/3/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	1160.96	
01-4311-0606-7501	PM-Maintenance Projects	5/8/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	416.68	
01-4311-0606-7501	PM-Maintenance Projects	5/9/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	202.44	
01-4311-0606-7501	PM-Maintenance Projects	5/9/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	33.01	
01-4311-0606-7501	PM-Maintenance Projects	5/9/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	42.84	
01-4311-0606-7501	PM-Maintenance Projects	5/12/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	364.96	
01-4311-0606-7501	PM-Maintenance Projects	6/3/2017	SUPERIOR TILE - Public Restroom Ceramic Tile 2x2	4311388	TH Bathroom	3041.53	
01-4311-0606-7501	PM-Maintenance Projects	6/14/2017	G&N FLOORING BY DESIGN - Tile Seal.		TH Bathroom	58.50	
01-4311-0606-7501	PM-Maintenance Projects	6/6/2017	G&N FLOORING BY DESIGN - Tile Drain.		TH Bathroom	100.28	
01-4311-0606-7501	PM-Maintenance Projects	6/15/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	361.07	
01-4311-0606-7501	PM-Maintenance Projects	5/30/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	460.18	
01-4311-0606-7501	PM-Maintenance Projects	6/8/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	471.69	
01-4311-0606-7501	PM-Maintenance Projects	6/6/2017	F W WEBB - multiple purchases.	4311372	TH Bathroom	234.32	
01-4311-0606-7501	PM-Maintenance Projects	6/14/2017	F W WEBB - TH Public Restrooms Plumbing Parts.	4311372	TH Bathroom	779.92	
01-4311-0606-7501	PM-Maintenance Projects	6/28/2017	KAMCO SUPPLY CORP - town hall public b-room d	4311390	TH Bathroom	2044.00	
01-4311-0606-7501	PM-Maintenance Projects	6/29/2017	WASHBURN PLUMBING & HEATING - Public Restroom Enclo		TH Bathroom	2530.00	
01-4311-0606-7501	PM-Maintenance Projects	7/5/2017	KAMCO SUPPLY CORP - town hall public b-room d	4311390	TH Bathroom	651.00	
01-4311-0606-7501	PM-Maintenance Projects	6/27/2017	F W WEBB - Flushing Valves and Drian Parts.	4311372	TH Bathroom	1161.51	
01-4311-0606-7501	PM-Maintenance Projects	6/30/2017	ARJAY ACE HARDWARE - Feit.		TH Bathroom	22.64	
01-4311-0606-7501	PM-Maintenance Projects	7/12/2017	STANLEY ACCESS TECHNOLOGIES - Magic Force Swing Door C		TH Bathroom	2175.00	
01-4311-0606-7501	PM-Maintenance Projects	7/18/2017	F W WEBB - Sinks.		TH Bathroom	139.62	
01-4311-0606-7501	PM-Maintenance Projects	7/13/2017	F W WEBB - Town Hall.		TH Bathroom	337.77	
01-4311-0606-7501	PM-Maintenance Projects	7/20/2017	F W WEBB - Town Hall.		TH Bathroom	78.46	
01-4311-0606-7501	PM-Maintenance Projects	5/31/2017	LOWES - TH Insulation.		TH Bathroom	203.50	
01-4311-0606-7501	PM-Maintenance Projects	6/25/2017	F W WEBB - Town Hall.		TH Bathroom	79.23	
01-4311-0606-7501	PM-Maintenance Projects	7/6/2017	H&H LOCKSMITH SERVICE - Lock Installed.		TH Bathroom	249.00	
01-4311-0606-7501	PM-Maintenance Projects	8/1/2017	DAVE'S SEPTIC SERVICE, INC - Public Bathroom.		TH Bathroom	225.00	
01-4311-0606-7501	PM-Maintenance Projects	7/31/2017	EXETER LUMBER, LLC - Town Hall.		TH Bathroom	5.41	

01-4311-0606-7501	PM-Maintenance Projects	7/31/2017	EXETER LUMBER, LLC - Town Hall.		TH Bathroom	15.04	
01-4311-0606-7501	PM-Maintenance Projects	6/23/2017	BURNS SECURITY, INC. - Annual Sprinkler Inspection T.H..		TH Bathroom	1611.40	
01-4311-0606-7501	PM-Maintenance Projects	7/12/2017	F W WEBB - Town Hall.		TH Bathroom	143.17	
01-4311-0606-7501	PM-Maintenance Projects	6/27/2017	F W WEBB - Town Hall.		TH Bathroom	83.59	39514.64
01-4311-0606-7501	PM-Maintenance Projects	3/29/2017	RIVERBEND MASONRY - T.H. Public Restroom Reno.		Contract labor	2500.00	
01-4311-0606-7501	PM-Maintenance Projects	5/30/2017	JAMES M. STRECK - WallBoard PR Finishing Prime	4311383	Contract labor	4700.00	
01-4311-0606-7501	PM-Maintenance Projects	6/20/2017	FINEST PAINTING COMPANY - TH Public Restroom	4311399	Contract labor	1108.24	
01-4311-0606-7501	PM-Maintenance Projects	6/27/2017	FINEST PAINTING COMPANY - Public RM.		Contract labor	109.51	
01-4311-0606-7501	PM-Maintenance Projects	7/25/2017	TED LAVOIE - T.H. restroom.		Contract labor	800.00	
01-4311-0606-7501	PM-Maintenance Projects	7/19/2017	JAMES M. STRECK - Final Invoice for TH Public Bathroo.		Contract labor	2550.00	
01-4311-0606-7501	PM-Maintenance Projects	4/4/2007	RIVERBEND MASONRY - T.H. Public Restroom Ref	4311373	Contract labor	1745.00	13512.75
01-4311-0606-7501	PM-Maintenance Projects	6/5/2017	RIVERBEND MASONRY - Various Masonry work on TH Public		Stairs	787.48	
01-4311-0606-7501	PM-Maintenance Projects	6/5/2017	RIVERBEND MASONRY - Various Masonry work on TH Public		Stairs	390.00	
01-4311-0606-7501	PM-Maintenance Projects	4/17/2017	RIVERBEND MASONRY - Town Hall Public Restroo	4311378	Stairs	2057.00	
01-4311-0606-7501	PM-Maintenance Projects	6/5/2017	RIVERBEND MASONRY - Various Masonry work on TH Public		Stairs	668.47	
01-4311-0606-7501	PM-Maintenance Projects	4/21/2017	EMANUEL ENGINEERING INC. - Engineering New Fire Rated		Stairs	2028.50	
01-4311-0606-7501	PM-Maintenance Projects	4/13/2017	EXETER LUMBER, LLC - Structural Lumber -Public	4311380	Stairs	2693.34	
01-4311-0606-7501	PM-Maintenance Projects	3/29/2017	RIVERBEND MASONRY - T.H. Public Restroom Ref	4311378	Stairs	2455.00	11079.79
01-4311-0606-7501	PM-Maintenance Projects	1/20/2017	ROCKINGHAM ELECTRIC SUPPLY CO - Led 45W Retrofit.		lighting	-306.80	
01-4311-0606-7501	PM-Maintenance Projects	1/31/2017	ROCKINGHAM ELECTRIC SUPPLY CO - Led 45W Retrofit.		lighting	162.56	
01-4311-0606-7501	PM-Maintenance Projects	2/7/2017	ROCKINGHAM ELECTRIC SUPPLY CO - Led 45W Retrofit.		lighting	460.20	
01-4311-0606-7501	PM-Maintenance Projects	2/23/2017	ROCKINGHAM ELECTRIC SUPPLY CO - Led 45W Retrofit.		lighting	-613.60	
01-4311-0606-7501	PM-Maintenance Projects	3/10/2017	ROCKINGHAM ELECTRIC SUPPLY CO - Led 45W Retrofit.		lighting	306.80	9.16
01-4311-0606-7501	PM-Maintenance Projects	1/10/2017	F W WEBB - Thermfal Insulation HVAC.		Senior Ctr	226.49	
01-4311-0606-7501	PM-Maintenance Projects	5/24/2017	PALMER AND SICARD INC - Install 2 Condensors and indoor e		Senior Ctr	8467.00	8693.49
01-4311-0606-7501	PM-Maintenance Projects	2/14/2017	ACCOLADE ENVIRONMENTAL C ONTRACTING - T.H. - remova		Chamber	2900.00	
01-4311-0606-7501	PM-Maintenance Projects	7/1/2017	WHITE'S WELDING COMPANY - TH,.		Chamber	245.00	3145.00
01-4311-0606-7501	PM-Maintenance Projects	5/2/2017	THOMAS COTS WOOD FLOORS - TH Auditorium Flooring Ref		TH Auditorium	2900.00	2900.00
01-4311-0606-7501	PM-Maintenance Projects	7/12/2017	F W WEBB - Town Hall.		TH Backflow	215.45	215.45
01-4311-0606-7501	PM-Maintenance Projects	1/11/2017	F W WEBB - HVAC Insultation install.		Town Office	26.91	
01-4311-0606-7501	PM-Maintenance Projects	5/26/2017	GLEASON ARCHITECTS - Architectural Design Town Office.		Town Office	750.00	776.91
01-4311-0606-7501	PM-Maintenance Projects	6/23/2017	EXETER PAINT & WALLPAPER STORE - Painting Supplies.			76.30	76.30
01-4311-0606-7501	PM-Maintenance Projects	6/12/2017	AMERIGLIDE - Hercules II 600 Residential Vertica.		Historic Soc	4644.00	4644.00
01-4311-0606-7501	PM-Maintenance Projects	TBD	PALMER AND SICARD INC - HVAC to be billed		Historic Soc	10500.00	10500.00
						95,067.49	95,067.49

64,107.18

# Expenditure Report - Current Year Only

Town of Exeter

As Of: August 2017, GL Year 2017

YTD Expended Transaction Detail

tallen  
ReportSortedSimpleExpenditure

Account Number	Net Budget	MTD Exp	YTD Exp	Encumbered	Remaining	%Used	
General Fund	7,000.00	742.80	11,075.49	0.00	-4,075.49	158.221	
01-4311-0608-4300	Town Hall- Building Maint						
Batch	Orig Year	Date	Src	Type	Ref#	Amt	Description
36,618	2017	1/09/2017	AP INV	A	22857	75.00	H&H LOCKSMITH SERVICE - door lock
36,906	2017	1/20/2017	AP INV	A	70136637	147.97	PINE STATE ELEVATOR - elev service
36,906	2017	1/20/2017	AP INV	A	131136	69.00	AMERICAN FLAGPOLE & FLAG CO. - flagpole
37,312	2017	2/28/2017	AP INV	A	Feb 2017	4.83	ARJAY ACE HARDWARE - 432546
37,312	2017	2/28/2017	AP INV	A	Feb 2017	50.27	ARJAY ACE HARDWARE - 432661
37,314	2017	2/28/2017	AP INV	A	0601-KS-2/28/17	65.77	CITIZEN'S BANK - access cover
37,377	2017	3/07/2017	AP INV	A	A-491383	217.50	DAVE'S SEPTIC SERVICE, INC - Temp Restrooms ✓
37,377	2017	2/27/2017	AP INV	A	28302272.001	24.14	NORTHEAST ELECTRICAL DISTRIBUTORS - Bldg Maint
37,475	2017	3/10/2017	AP INV	A	70338009	147.97	PINE STATE ELEVATOR - Elev Service
37,547	2017	3/21/2017	AP INV	A	23321	46.83	LOWES - Misc Supplies
37,547	2017	3/01/2017	AP INV	A	54045050	22.54	F W WEBB - Plumbing Repair
37,547	2017	3/06/2017	AP INV	A	54088757	74.34	F W WEBB - Heating/Plumbing
37,704	2017	3/22/2017	AP INV	A	54276613	58.46	F W WEBB - PLUMBING REPAIR
37,704	2017	3/24/2017	AP INV	A	54285945	51.23	F W WEBB - PLUMBING REPAIR
37,819	2017	4/01/2017	AP INV	A	A-491880	225.00	DAVE'S SEPTIC SERVICE, INC - Temp Bathroom ✓
37,819	2017	3/31/2017	AP INV	A	March 2017	4.13	ARJAY ACE HARDWARE - Swivel
37,819	2017	3/31/2017	AP INV	A	March 2017	18.08	ARJAY ACE HARDWARE - Electric Repair
37,819	2017	3/31/2017	AP INV	A	March 2017	10.78	ARJAY ACE HARDWARE - Electric Repair
37,819	2017	3/31/2017	AP INV	A	March 2017	35.61	ARJAY ACE HARDWARE - Electric Repair
37,819	2017	3/31/2017	AP INV	A	March 2017	6.29	ARJAY ACE HARDWARE - Door repair
37,905	2017	4/05/2017	AP INV	A	S028668559.003	347.24	NORTHEAST ELECTRICAL DISTRIBUTORS - Mogul Base
38,042	2017	4/05/2017	AP INV	A	S028680159.001	157.94	NORTHEAST ELECTRICAL DISTRIBUTORS - Elect Rep
38,042	2017	4/10/2017	AP INV	A	S028731122.001	17.58	NORTHEAST ELECTRICAL DISTRIBUTORS - Elect Rep

RSY R<sub>rry</sub>

# Expenditure Report - Current Year Only

Town of Exeter  
As Of: August 2017, GL Year 2017  
YTD Expended Transaction Detail

Account Number						Net Budget	MTD Exp	YTD Exp	Encumbered	Remaining	%Used
38,042	2017	4/26/2017	AP INV	A	68394277-001		155.20		SUNBELT RENTALS - Man Lift Repair		
38,042	2017	4/28/2017	AP INV	A	April Statement		7.18		ARJAY ACE HARDWARE - Capend		
38,042	2017	4/28/2017	AP INV	A	April Statement		37.77		ARJAY ACE HARDWARE - Wire String		
38,042	2017	4/28/2017	AP INV	A	April Statement		3.75		ARJAY ACE HARDWARE - Electric		
38,042	2017	4/28/2017	AP INV	A	April Statement		15.64		ARJAY ACE HARDWARE - Ltg		
38,042	2017	5/01/2017	AP INV	A	A-494377		225.00		DAVE'S SEPTIC SERVICE, INC - Temp Bathroom ✓		
38,042	2017	5/01/2017	AP INV	A	5117		132.72		EXETER LUMBER, LLC - Supplies TH <i>Rst Run</i>		
38,042	2017	5/01/2017	AP INV	A	5117		127.08		EXETER LUMBER, LLC - Supplies TH <i>Rst Run</i>		
38,042	2017	5/01/2017	AP INV	A	5117		68.85		EXETER LUMBER, LLC - Supplies TH		
38,042	2017	5/01/2017	AP INV	A	5117		5.88		EXETER LUMBER, LLC - Supplies TH		
38,042	2017	5/01/2017	AP INV	A	5117		-23.89		EXETER LUMBER, LLC - Supplies TH		
38,042	2017	5/01/2017	AP INV	A	5117		15.95		EXETER LUMBER, LLC - Heat		
38,042	2017	4/25/2017	AP INV	A	42517		152.71		F W WEBB - Town Hall <i>Rst Run</i>		
38,042	2017	4/25/2017	AP INV	A	42517		40.12		F W WEBB - Plumbing		
38,042	2017	4/25/2017	AP INV	A	42517		76.01		F W WEBB - Plumbing		
38,042	2017	4/25/2017	AP INV	A	42517		210.31		F W WEBB - Plumbing <i>heat Rst Run</i>		
38,042	2017	4/25/2017	AP INV	A	42517		27.92		F W WEBB - Plumbing		
38,042	2017	4/25/2017	AP INV	A	42517		30.82		F W WEBB - Plumbing		
38,042	2017	4/25/2017	AP INV	A	42517		30.01		F W WEBB - Plumbing		
38,042	2017	4/25/2017	AP INV	A	42517		13.21		F W WEBB - Plumbing		
38,157	2017	5/11/2017	AP INV	A	70539567		147.97		PINE STATE ELEVATOR - Elev Service		
38,235	2017	5/09/2017	AP INV	A	111014728		124.84		GLOBAL EQUIPMENT CO. - Insultated Panel <i>Rst Run</i>		
38,328	2017	4/04/2017	AP INV	A	41417		236.00		EXETER DECORATING CENTER - Room Darkening		
38,405	2017	5/02/2017	AP INV	A	S028958537.001		95.31		NORTHEAST ELECTRICAL DISTRIBUTORS - Elect Rep		
38,405	2017	5/22/2017	AP INV	A	S029162371.001		68.43		NORTHEAST ELECTRICAL DISTRIBUTORS - Exit Signs		
38,405	2017	4/26/2017	AP INV	A	54624818		83.80		F W WEBB - Plumbing Repair		
38,405	2017	5/10/2017	AP INV	A	54772344		75.50		F W WEBB - TH Plumbing		

# Expenditure Report - Current Year Only

Town of Exeter  
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YTD Expended Transaction Detail

Account Number	Net Budget	MTD Exp	YTD Exp	Encumbered	Remaining	%Used	
38,405	2017	5/12/2017	AP INV	A	54803990	72.06	F W WEBB - TH Testing
38,405	2017	5/15/2017	AP INV	A	54804042	-36.03	F W WEBB - Credit TH Testing
38,405	2017	5/15/2017	AP INV	A	54820414	58.83	F W WEBB - TH Universal
38,405	2017	5/16/2017	AP INV	A	54829745	16.76	F W WEBB - Plumbing Repair
38,405	2017	5/19/2017	AP INV	A	54873032	39.82	F W WEBB - Plumbing Repair
38,405	2017	5/19/2017	AP INV	A	54865660	163.77	F W WEBB - Plumbing Repair
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	12.58	ARJAY ACE HARDWARE - Rust Remover
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	1.79	ARJAY ACE HARDWARE - Sign, No Pets
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	28.58	ARJAY ACE HARDWARE - Tie Cables
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	23.73	ARJAY ACE HARDWARE - Wall Plate
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	6.99	ARJAY ACE HARDWARE - Box Ceiling
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	39.53	ARJAY ACE HARDWARE - Outlet Box
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	21.58	ARJAY ACE HARDWARE - Tube SQR
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	13.49	ARJAY ACE HARDWARE - Tube Square
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	9.51	ARJAY ACE HARDWARE - A/C
38,405	2017	5/31/2017	AP INV	A	May 2017 Statem	35.73	ARJAY ACE HARDWARE - Rod/Bungee
38,528	2017	6/01/2017	AP INV	A	A-498518	225.00	DAVE'S SEPTIC SERVICE, INC - Town Hall - R. St Run
38,847	2017	6/27/2017	AP INV	A	62717A	52.98	EXETER PAINT & WALLPAPER STORE - Painting Supplies
38,847	2017	6/27/2017	AP INV	A	62717	4.99	EXETER PAINT & WALLPAPER STORE - Painting Supplies
38,847	2017	6/20/2017	AP INV	A	S029455937.001	39.82	NORTHEAST ELECTRICAL DISTRIBUTORS - Elect Rep
38,916	2017	6/23/2017	AP INV	A	49077,49076,490	1,672.00	BURNS SECURITY, INC. - Annual Sprinkler Inspection T.H. R. St Run
38,918	2017	6/30/2017	AP INV	A	June Statement	745.61	EXETER LUMBER, LLC - 247675 TH Bathroom R. St Run
38,918	2017	6/25/2017	AP INV	A	June 2017 State	239.33	F W WEBB - Heat
38,918	2017	6/25/2017	AP INV	A	June 2017 State	28.64	F W WEBB - Heat
38,918	2017	6/25/2017	AP INV	A	June 2017 State	32.55	F W WEBB - Heat
38,918	2017	6/25/2017	AP INV	A	June 2017 State	12.81	F W WEBB - Heat
38,918	2017	6/25/2017	AP INV	A	June 2017 State	23.03	F W WEBB - Heat

*Account Number*



# Expenditure Report - Current Year Only

Town of Exeter  
As Of: August 2017, GL Year 2017  
YTD Expended Transaction Detail

Account Number						Net Budget	MTD Exp	YTD Exp	Encumbered	Remaining	%Used
38,918	2017	6/25/2017	AP INV	A	June 2017 State	155.55			F W WEBB - HW Heater		
38,918	2017	6/25/2017	AP INV	A	June 2017 State	21.81			F W WEBB - TH		
38,918	2017	6/25/2017	AP INV	A	June 2017 State	9.71			F W WEBB - TH		
39,022	2017	7/02/2017	AP INV	A	7217	1,700.03			RIVERBEND MASONRY - Town Hall repairs	<i>Rst Rem</i>	
39,024	2017	7/13/2017	AP INV	A	70740979	230.00			PINE STATE ELEVATOR - Smoke Detector		
39,024	2017	7/13/2017	AP INV	A	70741006	150.93			PINE STATE ELEVATOR - Contract		
39,024	2017	7/05/2017	AP INV	A	A-501835	225.00			DAVE'S SEPTIC SERVICE, INC - Town Hall	<i>Rst Rem</i>	
39,024	2017	6/30/2017	AP INV	A	June 2017 State	17.26			ARJAY ACE HARDWARE - Screws		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	26.08			ARJAY ACE HARDWARE - Plumbing Rep		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	30.02			ARJAY ACE HARDWARE - Inwall Trim		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	8.60			ARJAY ACE HARDWARE - Cover Square		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	20.68			ARJAY ACE HARDWARE - Metal Repair Tape		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	5.38			ARJAY ACE HARDWARE - 2017 Statement		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	5.39			ARJAY ACE HARDWARE - Spray Paint		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	3.58			ARJAY ACE HARDWARE - Bushing Hex		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	28.32			ARJAY ACE HARDWARE - Supplies		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	20.32			ARJAY ACE HARDWARE - Hole Saw		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	4.64			ARJAY ACE HARDWARE - Cap		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	12.36			ARJAY ACE HARDWARE - Connectors		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	2.33			ARJAY ACE HARDWARE - Bushing		
39,024	2017	6/30/2017	AP INV	A	June 2017 State	6.63			ARJAY ACE HARDWARE - Tap Card		
39,334	2017	8/02/2017	AP INV	A	Aug 2017	168.10			LOWES - brm counters	<i>Rst Rem</i>	
39,334	2017	8/02/2017	AP INV	A	Aug 2017	18.97			LOWES - restroom signs		
39,337	2017	7/31/2017	AP INV	A	July 2017 State	14.38			ARJAY ACE HARDWARE - Flange Floor		
39,337	2017	6/27/2017	AP INV	A	55271537	68.81			F W WEBB - Town Hall		
39,337	2017	6/28/2017	AP INV	A	55284109	16.52			F W WEBB - Restroom	✓	
39,337	2017	6/30/2017	AP INV	A	55303881	2.66			F W WEBB - Town Hall		

Run: 8/24/17  
2:24PM

# Expenditure Report - Current Year Only

Page: 5  
tallen  
ReportSortedSimpleExpenditure

Town of Exeter  
As Of: August 2017, GL Year 2017  
YTD Expended Transaction Detail

Account Number	Net Budget	MTD Exp	YTD Exp	Encumbered	Remaining	%Used
39,337 2017 7/03/2017 AP INV A 54049889-3		425.29				
39,337 2017 7/03/2017 AP INV A 55328782		11.28				
39,337 2017 7/14/2017 AP INV A 55328782-2		33.27				
39,337 2017 7/18/2017 AP INV A 55465747		-16.48				
Total for Account # 01-4311-0608-4300		11,075.49				
<b>Totals General Fund</b>		<b>7,000.00</b>	<b>742.80</b>	<b>11,075.49</b>	<b>0.00</b>	<b>-4,075.49 158.221</b>
<b>Grand Total</b>		<b>7,000.00</b>	<b>742.80</b>	<b>11,075.49</b>	<b>0.00</b>	<b>-4,075.49 158.221</b>

*COSTS ASSOCIATED W/ TOWN HALL RESTROOMS: \$ 6,975.02*

Gleason Architects

Invoice

P.O. Box 596  
Stratham, NH 03885

Date	Invoice #
2/14/2017	201651.1

Phone # (603) 772-7370    gleasonarchitects@gmail.com

Bill To
Town of Exeter, NH

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
23	Architectural Design and permit drawings for the renovation of the existing public bathrooms	125.00	2,875.00
		<b>Total</b>	<b>\$2,875.00</b>



# PURCHASE ORDER

(Pending Posting Process)

TO: **FINEST PAINTING COMPANY**  
514 PORTSMOUTH AVENUE  
GREENLAND, NH 03840

Contact:  
Vendor ID: 005225 (603) 436-2200

PO No: **4311399**

Date: / /

Dept. Of: DPW

Job No: 6/28/17

Ship Via:

Terms:

Comment: Kevin Smart

BILL TO: Department of Public Works  
13 Newfields Road  
Exeter, NH 03833-

SHIP TO: Department of Public Works  
13 Newfields Road  
Exeter, NH 03833-

Attention:

Requested By: kbodwell

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
TH Public Restroom	TH Public Restroom Painting1	1.0000	1,108.2400	1,108.24

Debit Account No: 01-4311-0606-7501

Desc: PM-Maintenance Projects

Ability to meet short time frame needed for Job Completion

Inu # 242542 6/20/17. \* 1108.24 pif 7/14/17 Total 1,108.24



# PURCHASE ORDER

(Pending Posting Process)

TO: RIVERBEND MASONRY  
144 COURT ST  
EXETER, NH 03833

Contact:  
Vendor ID: 096374 (603) 772-1539

BILL TO: Department of Public Works  
13 Newfields Road  
Exeter, NH 03833-

PO No: **4311373**

Date: / /

Dept. Of: DPW

Job No: 3/30/17

Ship Via:

Terms:

Comment: Kevin Smart

SHIP TO: Department of Public Works  
13 Newfields Road  
Exeter, NH 03833-

Attention:

Requested By: tallen

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Contract labor	T.H. Public Restroom Reno	1.0000	18,000.0000	18,000.00

Debit Account No: 01-4311-0606-7501  
contracted  
Mark p) 944-1167

Desc: PM-Maintenance Projects

Total 18,000.00

INV# 32917 3/29/17 \$4,955.00 partial to 4/14/17

Riverbend Masonry

144 Court Street

Exeter, NH 03833

603-944-1167

March 29, 2017

**INVOICE**

Town of Exeter

10 Front Street

Exeter, NH 03833

RE: Town Hall - Bathroom Demolition

Demo walls, ceiling, and floor for new bathrooms in Town Hall

Labor as follows:

Mark - 24 hours @ 50.00 \$1,200.00

Ron - 40 Hours @ 50.00 \$2,000.00

Buddy - 39 Hours @ 45.00 \$1,755.00

Total Due \$4,955.00

P.O. # 4311373

*K. Sweet*

4/3/17

4/17/17

Riverbend Masonry

144 Court Street

Exeter, NH 03833

603-944-1167

April 17, 2017

**INVOICE**

Town of Exeter

10 Front Street

Exeter, NH 03833

RE: Town Hall - Bathroom, Masonry and Concrete Repairs

8 - Bags, Type S premix @6.00 per bag	48.00
118 - Bags, 4000 PSI concrete mix @ 4.80 per bag	566.40
110 lineal ft. $\frac{1}{2}$ rebar @ .60 per ft.	66.00
2 - Gallons Seika Concrete Epoxy @ 107.00 per Gallon	214.00
<b>Total Due</b>	<b>894.40</b>

4/17/17

Riverbend Masonry

144 Court Street

Exeter, NH 03833

603-944-1167

April 17, 2017

INVOICE

Town of Exeter

10 Front Street

Exeter, NH 03833

RE: Town Hall - Bathroom, Steel Beam and Posts

Materials and Labor to install 14 x 5 x 12 steel beam with steel 4 x 4 posts, steel plates, and concrete bolts.

Materials and Labor

\$2,057.00





# Memo

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

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

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

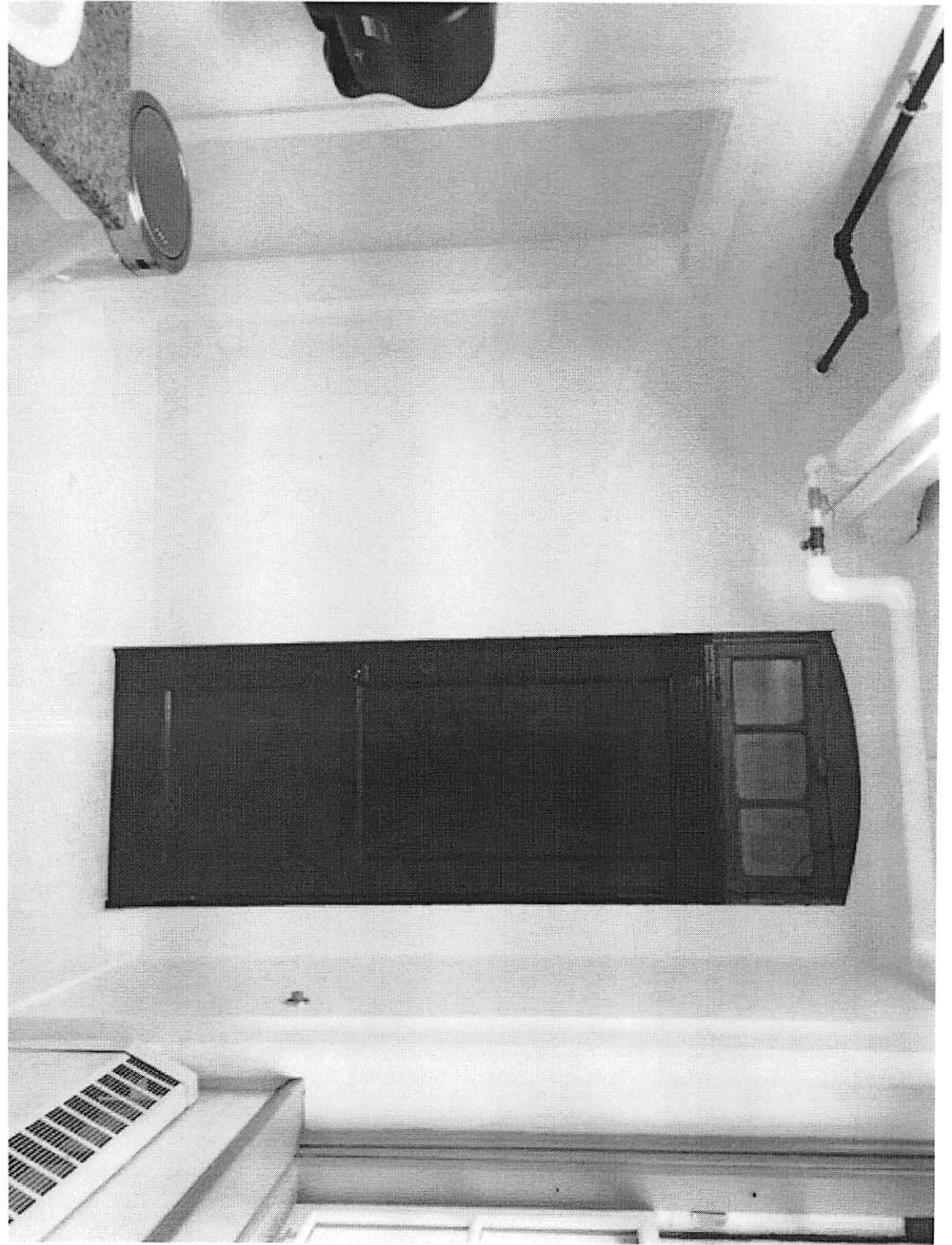
The demolition of the interior masonry walls and plaster ceilings within the restroom area exposed the building frame work that could not have been seen prior. It became readily apparent that the existing framework would not be an adequate foundation to support the Fire Rated Staircase project that was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

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

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

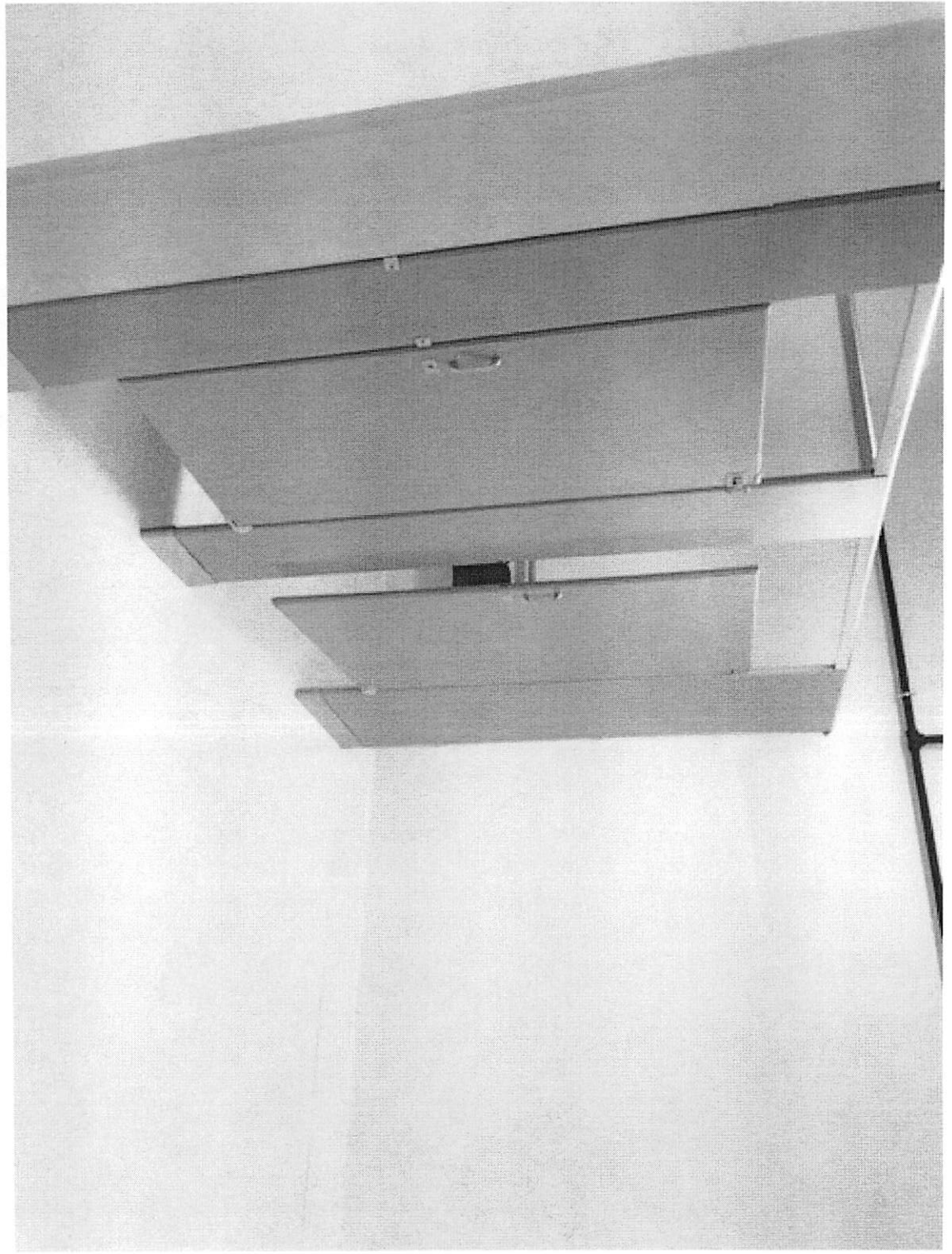
It is noted that Public Works Staff Labor was used whenever possible, and as time permitted, by other departments. Water/Sewer Maintenance provided rough plumbing assistance, and the Water Sewer Street Crew installed the ceramic tile floor.

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









Town of Exeter  
Town Hall - New Restroom Expenses  
Through 06/30/17

Account Number	Account Description	Batch Number	Transaction Date	Source	Reference Number	Amount	Transaction Description
01-4311-0606-7501	PM-Maintenance Projects	37996	04/13/17	AP	TH Project	2,693.34	EXETER LUMBER, LLC - Structural Lumber -Public Restrooms.
01-4311-0606-7501	PM-Maintenance Projects	37706	03/21/17	AP	45231082	123.89	F W WEBB - multiple purchases. (Researched in A/P)
01-4311-0606-7501	PM-Maintenance Projects	37706	03/21/17	AP	54239279	154.77	F W WEBB - multiple purchases. (Researched in A/P)
01-4311-0606-7501	PM-Maintenance Projects	37706	03/22/17	AP	54249408	192.25	F W WEBB - multiple purchases. (Researched in A/P)
01-4311-0606-7501	PM-Maintenance Projects	37706	03/21/17	AP	54242554	237.90	F W WEBB - multiple purchases. (Researched in A/P)
01-4311-0606-7501	PM-Maintenance Projects	38042	04/27/17	AP	54638068	329.41	F W WEBB - multiple purchases. (Researched in A/P)
01-4311-0606-7501	PM-Maintenance Projects	38042	04/25/17	AP	54612427	481.44	F W WEBB - multiple purchases. (Researched in A/P)
01-4311-0606-7501	PM-Maintenance Projects	37706	03/17/17	AP	54197333	747.15	F W WEBB - multiple purchases. (Researched in A/P)
01-4311-0606-7501	PM-Maintenance Projects	38042	05/03/17	AP	54685910	1,160.96	F W WEBB - multiple purchases. (Researched in A/P)
01-4311-0606-7501	PM-Maintenance Projects	37547	03/14/17	AP	54171240	64.43	F W WEBB - Public Bathroom.
01-4311-0606-7501	PM-Maintenance Projects	37704	03/28/17	AP	54305547	339.69	F W WEBB - PUBLIC BATHROOM.
01-4311-0606-7501	PM-Maintenance Projects	38916	06/14/17	AP	54049889	779.92	F W WEBB - TH Public Restrooms Plumbing Parts.
01-4311-0606-7501	PM-Maintenance Projects	38918	06/27/17	AP	242548	109.51	FINEST PAINTING COMPANY - Public RM.
01-4311-0606-7501	PM-Maintenance Projects	38916	06/20/17	AP	242542	1,108.24	FINEST PAINTING COMPANY - TH Public Restroom Painting1.
01-4311-0606-7501	PM-Maintenance Projects	38746	06/06/17	AP	255633	100.28	G&N FLOORING BY DESIGN - Tile Drain.
01-4311-0606-7501	PM-Maintenance Projects	38746	06/14/17	AP	255658	58.50	G&N FLOORING BY DESIGN - Tile Seal.
01-4311-0606-7501	PM-Maintenance Projects	37242	02/14/17	AP	201651.1	2,875.00	GLEASON ARCHITECTS - Town Hall Public Restroom Design /.
01-4311-0606-7501	PM-Maintenance Projects	38328	05/30/17	AP	53017	4,700.00	JAMES M. STRECK - WallBoard PR Finishing Prime coat.
01-4311-0606-7501	PM-Maintenance Projects	39022	07/05/17	AP	S1051965	651.00	KAMCO SUPPLY CORP - town hall public b-room doors & har.
01-4311-0606-7501	PM-Maintenance Projects	38916	06/28/17	AP	51520	2,044.00	KAMCO SUPPLY CORP - town hall public b-room doors & har.
01-4311-0606-7501	PM-Maintenance Projects	37819	04/06/17	AP	28695057	388.47	NORTHEAST ELECTRICAL DISTRIBUTORS - TH Public Restroom elect.
01-4311-0606-7501	PM-Maintenance Projects	37819	04/06/17	AP	28680159	498.56	NORTHEAST ELECTRICAL DISTRIBUTORS - TH Public Restroom elect.
01-4311-0606-7501	PM-Maintenance Projects	37819	04/06/17	AP	28694917	498.56	NORTHEAST ELECTRICAL DISTRIBUTORS - TH Public Restroom elect.
01-4311-0606-7501	PM-Maintenance Projects	37819	04/04/07	AP	41717A	1,745.00	RIVERBEND MASONRY - T.H. Public Restroom Reno.
01-4311-0606-7501	PM-Maintenance Projects	37706	03/29/17	AP	32917	4,955.00	RIVERBEND MASONRY - T.H. Public Restroom Reno.
01-4311-0606-7501	PM-Maintenance Projects	37819	04/17/17	AP	41717B	5,910.00	RIVERBEND MASONRY - T.H. Public Restroom Reno.
01-4311-0606-7501	PM-Maintenance Projects	37819	04/17/17	AP	41717C	6,295.00	RIVERBEND MASONRY - T.H. Public Restroom Reno.
01-4311-0606-7501	PM-Maintenance Projects	37905	04/17/17	AP	41717E	894.40	RIVERBEND MASONRY - Town Hall Public Restroom.
01-4311-0606-7501	PM-Maintenance Projects	37905	04/17/17	AP	41717D	2,057.00	RIVERBEND MASONRY - Town Hall Public Restroom.
01-4311-0606-7501	PM-Maintenance Projects	38601	06/05/17	AP	60517	1,845.95	RIVERBEND MASONRY - Various Masonry work on TH Public R.
01-4311-0606-7501	PM-Maintenance Projects	38601	06/03/17	AP	353	3,041.53	SUPERIOR TILE - Public Restroom Ceramic Tile 2x2 Mo.
01-4311-0606-7501	PM-Maintenance Projects	38916	06/29/17	AP	28702	2,530.00	WASHBURN PLUMBING & HEATING - Public Restroom Enclosure.
<b>TH Bathroom Project</b>						<b>49,611.15</b>	<b>As of 6/30/17</b>
<b>2017 Original Budget</b>						<b>(22,980.00)</b>	
<b>Budget overspend</b>						<b><u>26,631.15</u></b>	





## EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

[www.exeternh.gov](http://www.exeternh.gov)

DATE: August 24, 2017  
TO: Russell J. Dean, Town Manager  
FROM: Jennifer Mates, P.E., Assistant Town Engineer  
RE: Professional Engineering Services  
Washington Street Utility Design  
Consultant Award Recommendation

On July 6, 2017, the Department of Public Works (DPW) issued a request for proposals (RFP) for professional engineering services for utility design for Washington Street. The project includes the replacement of water mains and an evaluation of the sewer and drainage systems. The funding for the design was approved town vote at the 2017 election, in the amount of \$68,000.

The RFP (attached) was provided to the following pre-qualified consultants:

- AECOM
- CMA Engineers
- Dubois & King
- Hoyle, Tanner & Associates (HTA)
- Underwood Engineers, Inc (UEI)
- Weston & Sampson (W&S)
- Wright-Pierce, Inc. (W-P)

The qualifications-based selection process was used; however, cost proposals were provided in separate, sealed envelopes. A non-mandatory, pre-proposal meeting was held on July 21, 2017, at the DPW complex, which was attended by the following four consulting firms: HTA, UEI, W&S, and W-P. Five consultants (CMA, HTA, UEI, W&S, and W-P) submitted written proposals on or before the due date of July 21, 2017.

The proposals were reviewed by Paul Vlasich (Town Engineer), Jay Perkins (Highway Superintendent), Matt Berube (Acting Water and Sewer Engineer), Dan Lewis (Engineering Technician, and myself (Assistant Town Engineer). After review of the proposals, the W&S and W-P were selected for interviews.

Interviews all took place on August 2, 2017, at the DPW complex. Interviewers included the five DPW staff members that reviewed the proposals. Based on the proposals and interviews, Weston & Sampson was deemed the most advantageous to the town and the department recommends that they are awarded the contract.

Cost proposals were not opened during the review process. The W&S cost proposal was opened after the selection was made. All other cost proposals remain sealed. The scope and fee were negotiated to ensure all of the design elements were included. The contract was further refined through negotiations and will be in the amount of \$47,490.00. The major elements of the scope of services to be provided by W&S

Page 2  
Mr. Russell Dean  
August 24, 2017

include survey, the design of water main improvements, evaluation of future sewer and drainage improvements as they relate to the new water main, and permitting.

**The Department recommends approving the design contract for the Washington Street Utility design project to Weston & Sampson for \$47,490.00.**

AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN THE  
TOWN OF EXETER, NEW HAMPSHIRE  
AND  
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Exeter, New Hampshire, hereinafter called the OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 100 International Drive, Suite 152, Portsmouth, New Hampshire, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services hereinafter described as the Washington Street Utility Rehabilitation, hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

**Utility Design Services:**

- 2.1 Basemap Preparation:
  - 2.1.1 Prepare design drawings based on the town's existing GIS shapefiles for water, sewer, drain, and parcel layout as well as provide details for water services, connections to other mains, and hydrants.
  - 2.1.2 Contact private utility providers to obtain data related to existing electric, gas, telephone, cable, and television utilities.
  - 2.1.3 Use the OWNER's GIS shapefiles as the basis for existing physical features and provide two person-days site walkover for verification and update of the plans for existing conditions and utilities. Indicate sewer and drain main crossing depth, where they may conflict with water main replacement. Plans shall be produced at a scale of 1-inch equals 20 feet (H) and 1-inch equals 4 feet (V) and will identify existing and proposed utilities.
  - 2.1.4 Retain a licensed surveyor to research and conduct a limited review of current abutting deeds and plans referenced in deeds and indexed properly

at the registry of deeds for properties along Washington Street. The surveyor shall conduct field survey to locate visible monuments along the edge of right of way (ROW) of Washington Street. Add the apparent ROW limits to the design drawings.

**2.2 Design & Review of Utility Improvements:**

- 2.2.1** Retain a boring/geoprobe subcontractor to conduct one day of subsurface geotechnical investigations using geoprobe techniques to investigate the presence of ledge to within nine feet below ground surface on Washington Street. This information will supplement any existing soil information provided by the OWNER. The ENGINEER shall provide full-time observation of this work. Geoprobes will be conducted at intervals not exceeding 100 feet along the proposed water main route. It is estimated that as many as 20 geoprobes will be conducted each to a depth of no greater than nine feet below ground surface. As part of this effort, the subcontractor shall provide two flaggers, traffic signs and cones to assist with traffic control during the work. The subcontractor will also pay for and obtain a road opening permit. At the completion of the work, the subcontractor will patch each hole made in the existing pavement with an asphalt patch.
- 2.2.2** Design approximately 1,600 linear feet of water main replacement mains, including connections to other mains, thrust support, valves, hydrants, water service transfers, and temporary bypass water pipe for Washington Street. It is expected that water main replacement between Front Street and McKinley Street will be performed via installation within a new trench to increase the separation between the existing water and sewer utilities. Water main replacement between McKinley Street and Brentwood Road will be completed via removal and replacement of the main within the existing trench.
- 2.2.3** Review existing CCTV footage for existing sewer within the project limits on Washington Street. Develop a database cataloging the type, location, and severity of defects. Prepare a memorandum for review by OWNER noting existing conditions, recommended improvements, and estimated construction costs.
- 2.2.4** Provide a review of the findings of the CAPE report and the existing CCTV footage to determine the existing condition of the drain within the project limits on Washington Street. Make comment to the modeling assumptions and results utilized in the report and use to develop a conceptual drainage improvement plan. Prepare a site sedimentation mitigation plan to minimize construction debris entering the drain system during construction.
- 2.2.5** Evaluate the possibility of redirecting stormwater from a portion of Washington Street's drainage system to McKinley Street's drainage system.

## 2.3 Meetings and Deliverables:

- 2.3.1 Attend one kickoff meeting with the Town to discuss the water main improvements project and relevant design criteria. Receive record drawings, gather tie-card information, and other information as applicable at the meeting.
- 2.3.2 Prepare a set of 30% design plans and specifications for review by the town. Attend one meeting to review the 30% design with the town to discuss comments, gather additional data and identify permitting needs.
- 2.3.3 Prepare a set of 90% design plans and specifications for final review by the town. Prepare a 90% estimate of probable construction cost, including quantity estimates and supporting calculations. Attend one meeting to review the 90% design with the town.
- 2.3.4 Incorporate review comments into final contract documents.
- 2.3.5 Develop final design plans and specifications suitable for obtaining competitive bids for the construction of the project. Develop final estimate of probable construction costs, including quantity estimates and supporting calculations.
- 2.3.6 Provide final contract documents to the town. The completed documents shall bear the stamp of a registered professional engineer licensed to practice in the state of New Hampshire.

## 2.4 Bidding Assistance:

- 2.4.1 Advertise the contract for public bidding in a local newspaper. Forward a copy of the Advertisement for Bid to the town for display in a public location. The OWNER shall directly pay for all charges associated with advertising the project.
- 2.4.2 Provide and distribute electronic copies of the contract drawings and specifications to prospective bidders. Paper copies of the documents will be available to prospective bidders for a fee.
- 2.4.3 Issue to the bidders up to three (3) addendum to the bid documents during the bidding period, which addresses bidders' questions and comments.
- 2.4.4 Assist the OWNER with: (1) attendance at a pre-bid meeting; (2) attendance at the bid opening; (3) in tabulating bids for the Project; (4) in review and analysis of the bid results including reference check for apparent low bidder; and (5) with a recommend the award of the contract.

- 2.4.5 Prepare contract documents for execution by the successful bidder and the OWNER.

### ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.
- 3.9 Operate all valves, pumps, instrumentation, and other equipment as required to support the ENGINEER and Contractor during the PROJECT.
- 3.10 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the Drawings and Specifications.

- 3.11 Examine all studies, reports, sketches, Drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 3.12 Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and job-related meetings.
- 3.13 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance of the work of any Contractor(s).

#### ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services under ARTICLES 2.1 through 2.4 of this AGREEMENT starting within 10 days of signing this AGREEMENT and concluding by April 16, 2018. See Attachment A for the proposed project schedule.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.
- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

#### ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under ARTICLES 2.1 through 2.4 of this AGREEMENT, the OWNER agrees to pay the ENGINEER within thirty (30) days of the invoice date, as charges accrue on a time charged plus expense basis. For this PROJECT, the rates of the ENGINEER are 2.3 times the cost of salaries of those personnel working on the PROJECT and 1.1 times prime subconsultant charges and other direct costs which include transportation, printing and reproduction of plans and reports, telephone charges, postage, computer time, sub-consultant charges such as specialty engineering, soils, surveying, testing of materials, and other identifiable expenses. Compensation shall be payable monthly, as earned, and shall not exceed \$47,490.00 without prior written authorization from the OWNER. See Attachment B for the projected breakdown of cost per task.
- 5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In

the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

## ARTICLE 6 - INSURANCE

### 6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a per occurrence limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage.

### 6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

6.2.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

### 6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

### 6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of Three Million Dollars (\$3,000,000) per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

### 6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New Hampshire.



6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New Hampshire.

6.6 Proof of Coverage

The ENGINEER shall provide the OWNER with proof of the above required coverage.

ARTICLE 7 - INDEMNIFICATION

7.1 To the fullest extent permitted by law, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT.

7.2 Hazardous Waste

7.2.1 The ENGINEER and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the PROJECT site. Accordingly, the OWNER hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, contribution or otherwise against the ENGINEER, its principals, employees, agents or consultants if such claim in any way arises from such services. The ENGINEER shall not be liable for any damages or injuries, of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the PROJECT site.

7.2.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials exist at the PROJECT site, he or she has so informed the ENGINEER. The OWNER also warrants that he or she has taken reasonable steps to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location to the extent applicable.

7.2.3 If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall take all steps immediately available which are, in his judgment, prudent and necessary to mitigate the existing threat. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.

7.2.4 The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience with personnel under the direction of a trained professional who functions in accordance with the prevailing standard of care may fail to detect

certain hidden conditions. For similar reasons, actual environmental, geological, and technical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site and OWNER accepts that risk. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which the ENGINEER will perform on the OWNER'S behalf, the OWNER waives any claim against the ENGINEER. The OWNER further agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim against OWNER, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.

- 7.2.5 The ENGINEER will hold soil samples collected during the subsurface investigation for three [3] months after the completion of the PROJECT at their offices. After the three-month period, the ENGINEER shall contact the OWNER requesting information regarding the disposition of the soil samples. At the OWNER'S request, after receiving written instructions, ENGINEER will either [1] ship the samples to the OWNER for the OWNER'S use or [2] dispose of the samples. If the Engineer does not receive a response from the OWNER within thirty (30) days of submitting the request for information relative to the disposition of the samples, the ENGINEER shall dispose of the samples.

## ARTICLE 8 - EXTENSION OF SERVICES

### 8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

### 8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

### 8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

### 8.4 Hazardous Materials Encountered

If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall inform the Local and State Emergency Personnel of the release. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy. Such services shall be incorporated into written amendments to this AGREEMENT or into a new written AGREEMENT.

## ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

## ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the

PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.

- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER shall be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, and for the services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER shall be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, for the services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services directly attributable to termination, which shall include an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

#### ARTICLE 11 - GENERAL PROVISIONS

##### 11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

##### 11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

##### 11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the parties shall within 10 days thereafter agree on a mediator. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

#### 11.4 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

#### 11.5 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

#### 11.6 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

#### 11.7 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the discovery or date of completion of services performed for acts or failures to act occurring prior to the date of completion of services.

#### 11.8 Limitation of Engineer's Responsibilities During Construction

The ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor(s) or supplier(s), or any of Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing Contractor(s)' work.

### ARTICLE 12 – DISCLOSURE RIGHTS

- 12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

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

ACCEPTED FOR:

TOWN OF EXETER

WESTON & SAMPSON ENGINEERS, INC.

By Its Town Manager :

By Its Senior Associate

\_\_\_\_\_  
Russell Dean

\_\_\_\_\_  
Jeffrey W. McClure, P.E.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**CERTIFICATION OF AVAILABLE FUNDS**

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT under account number \_\_\_\_\_.

By: \_\_\_\_\_  
OWNER Accountant

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

# ATTACHMENT A

## PROJECT SCHEDULE

Town of Exeter, New Hampshire  
 Washington Street Utility Design  
 RFP No. DPW 2017-02  
 Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	September	October	November	December	January	February	March	April	May	June	July	August	September																
1	Notice to Proceed	1 day	Mon 9/11/17	Mon 9/11/17		8/27	9/10	9/24	10/8	10/22	11/5	11/19	12/3	12/17	12/31	1/14	1/28	2/11	2/25	3/11	3/25	4/8	4/22	5/6	5/20	6/3	6/17	7/1	7/15	7/29	8/12	8/26	9/9	9/23
2	30% Design	60 days	Tue 9/12/17	Mon 12/4/17	1	30% Design																												
3	30% Design Meeting	1 day	Tue 12/5/17	Tue 12/5/17	2	30% Design Meeting																												
4	90% Design	20 days	Wed 12/6/17	Tue 1/2/18	3	90% Design																												
5	90% Design Meeting	1 day	Wed 1/3/18	Wed 1/3/18	4	90% Design Meeting																												
6	Design Finalization	20 days	Thu 1/4/18	Wed 1/31/18	5	Design Finalization																												
7	Advertisement for Bid	0 days	Thu 2/1/18	Thu 2/1/18	6FS+1 day	Advertisement for Bid																												
8	Public Bidding Period	18 days	Fri 2/2/18	Tue 2/27/18	7	Public Bidding Period																												
9	Bid Opening	0 days	Tue 2/27/18	Tue 2/27/18	8	Bid Opening																												
10	Bid Validity Period	60 days	Wed 2/28/18	Tue 5/22/18	9	Bid Validity Period																												
11	Town Meeting	0 days	Tue 3/13/18	Tue 3/13/18		Town Meeting																												
12	Award Contract	0 days	Mon 4/16/18	Mon 4/16/18	11FS+25 days	Award Contract																												
13	Mobilization & Submittals	20 days	Tue 4/17/18	Mon 5/14/18	12	Mobilization & Submittals																												
14	Construction	50 days	Tue 5/15/18	Mon 7/23/18	13	Construction																												
15	Punch List	9 days	Tue 7/24/18	Fri 8/3/18	14	Punch List																												
16	Project Completion	0 days	Fri 8/3/18	Fri 8/3/18	15	Project Completion																												

Project: Exeter - Washington Street Date: Tue 8/22/17	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		C
	Summary		Inactive Task		Duration-only		Finish-only		J



# ATTACHMENT B

PROJECT COST PER TASK

# Level of Effort and Cost Table

Weston & Sampson

Exeter, NH/Washington St Utility Design

8/22/2017

TASK NO.	TASK DESCRIPTION	Person-Hours									Billing Costs			
		CMP PIC	JWM PM	JCP SrPE	PC SrPE	SHK PE	Eng	WB Admin	Eng II	Geotech	TOTAL HOURS	EXPENSES	SUB-CONSULT.	TOTAL COST
2.1	Basemap Preparation													
2.1.1-2.1.3	Basemaps and Windshield Survey		2	4		16	16					38	\$88.00	\$4,162.65
2.1.4	Right of Way and Easement Research		1			2						3		\$4,015.00
2.2	Design & Review of Utility Improvements													
2.2.1	Conduct one day of geoprobe investigation		1			2			9	2	14			\$1,649.96
2.2.2	Design of Water Distribution System Improvements	2	4	6		20	10				42	\$50.40	\$3,795.00	\$9,042.55
2.2.3	Review of CCTV & Rec Sewer Improvements		2		6		16	2			26	\$66.00		\$2,744.20
2.2.4 - 2.2.5	Existing Drainage Assessment + McKinley		2	6		12					20			\$2,532.27
2.3	Meetings and Deliverables													
2.3.1	Attend KO Mig		4			4					8			\$1,227.34
2.3.2	Prepare design plans and specifications. 30% design meeting	1	8	6		20	4	8			47	\$220.00		\$5,940.81
2.3.3 - 2.3.6	Prepare 90% documents, 90% meeting, Tech Review, Final documents & cost estimate	2	10	12	4	14	10				52	\$220.00		\$7,355.39
	Project Management		4								4			\$807.19
2.4	Bidding Assistance													
2.4.1	Advertise Project		1			1					2			\$306.83
2.4.2	Distribute Plans and specs Electronically		1			2		1			4	\$440.00		\$916.27
2.4.3	Prepare and Issue 3 addenda		6			6	3	6			21	\$95.54		\$2,587.62
2.4.4	Attend Pre-Bid, Bid Opening, Tabulate Bids, Reference Check, Notice of Award		10			4					14			\$2,438.12
2.4.5	Prepare Contracts	1	2			2		6			11	\$82.50		\$1,351.92
<b>TOTALS</b>		<b>6</b>	<b>58</b>	<b>34</b>	<b>10</b>	<b>105</b>	<b>59</b>	<b>23</b>	<b>9</b>	<b>2</b>	<b>306</b>	<b>\$1,262.44</b>	<b>\$7,810.00</b>	<b>\$47,490.00</b>

# Memo

**To:** Russ Dean (Town Manager) and Board of Selectmen  
**From:** James Murray (Health Officer)  
**Date:** 25-AUG-17  
**Re:** Town Ordinance Updates – Chapters 11, 12, 22

---

Please see below proposed revisions for the Town's Health Ordinances, codified in Chapters 11, 12 and 22 of our Town Ordinances.

**Chapter 11:**

Page 1:

Addition of 1104 (d) "Removal Notice" to assist in the removal of public health nuisances/litter.  
1106 – Addition of "Offensive Matter" section to site RSA's and clarify refuse injurious to public health.

**Chapter 12:**

Page 4:

1201 - Removal of entire section: Protective Fences around Swimming Pools – to be moved to chapter 22.

1203 – Removal of entire section. Old code from 1979 is no longer applicable as of June 23, 1996. Division of Public Health no longer requires licensing of massage establishments. Practitioners are licensed by the State.

Page 9:

1204.1.01(b). Removal of (1) due to new state poultry/rabbit producer rules

Page 11:

1204.1.01(x), (y), (ac), (ad). Definitions of "poultry" and "rabbit" added per RSA 143-A:14 for the purposes of 1204.13-14.

Page 13:

1204.3.01, 1204.3.01(a) "2009" replaced with "Current FDA" for clarification purposes.  
1204.3.01(b)(3) Chapter 8 of FDA Food Code will be used for reference and procedure.  
1204.3.01(e) "2009" replaced with FDA, mail instructions omitted – no longer available.

Page 14:

1204.4.01(a)(6)(a) Commissary agreement form added.

Page 15:

1204.4.02(h) 45 days changed to 90 for provisional license inspection time.

Page 16:  
1204.4.03(c) updated code references number/letter  
1204.4.03(e) added reference to the RSA

Page 22:  
1204.4.07 changed from written to "copy of" to accommodate electronic/typed correspondence.

Page 23:  
1204.4.10(a) 45 days changed to 30 for consistency with 1204.4.08-09

Page 24:  
1204.4.12(a)(3) Clarification of remodeling added.

Page 25:  
1204.4.12(d) Clarification of plans for review.

Page 28:  
1204.5.01(c)(7) Clarification of "annual"

Page 29:  
1204.5.01(f)/(f1) Addition of "digital" form and facility responsibility for digital form.  
1204.5.01(h) Clarification of paper or digital.  
1204.5.01(j)(2 and 3) Yellow changed to "one to three" priority/critical items, Red changed to "four or more" priority items to clarify standards.

Page 30:  
1204.5.02(d) Corrective action plan period extended to 6 months to accommodate large scale modifications.  
1204.5.02(e)(1) Clarification of 6 months.

Page 33:  
1204.6.02(a)(4-6) 24 hours to 8 hours' notice for fire/disaster. 30 days changed to 10 days to accommodate more sudden changes in ownership. 45 days changed to 30 days to accommodate more sudden changes of location.

Page 34:  
1204.6.02(a)(17) Clarification of food protection certified applicant per 2-102.20 in FDA Food Code.

Page 37:  
1204.6.03(b/c) changed prohibition period from "3 years" to "up to 3 years."

Page 42:  
1204.9.02(e) addition of a written recall procedure requirement.

Page 44:  
1204.9.04(g) Clarification food code reference.

Page 45:  
1204.10.01(c) "online" added to accommodate sales of products over the internet.

Page 46:  
1204.10.02(a)(1) Clarification for the review of products containing potentially hazardous foods.  
1204.10.04(b) Clarification of label requirements to include ingredients, weight, food allergen info, and product date code.

Page 47:  
1204.10.05 Removal of He-P reference (section no longer exists)

Page 48:  
1204.11.01(a)(4) addition of the requirement of a complete list of products.

Page 50:  
1204.13 Addition of section to align with state health codes He-P 2300 outlining requirements for poultry and rabbit producers exempt from food service licensure under RSA 143-A:5

Page 52:

1204.14 Addition of section to align with state health codes He-P 2300 outlining requirements for restaurants licensed to sell rabbit or poultry exempt from inspection.

Page 54:

1210 Removal of this section, fines and penalties are specifically outlined within individual chapters.

**Chapter 22:**

Addition of section 2203: Protective Fences around Swimming Pools.

[http://www.exeternh.gov/sites/default/files/fileattachments/boards\\_committees\\_and\\_commissions/meeting/24561/bospk140825.pdf](http://www.exeternh.gov/sites/default/files/fileattachments/boards_committees_and_commissions/meeting/24561/bospk140825.pdf) 1104 Littering  
The word "litter" means all rubbish, refuse, garbage, trash, debris, dead animals or other discarded materials of every kind and description, as per RSA 163-B:2

**Per RSA 163-B:3** It shall be unlawful for any person or persons to dump, deposit, throw or leave or cause or permit the dumping, depositing, throwing or leaving of litter on any public or private property, or in or on ice in any waters unless:

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

Per RSA 147:4 Removal Notice: The Health Officer or agent of, may notify the owner or occupant to remove any nuisance/litter as deemed by them, on examination; per RSA 147:3 Investigations and Complaints; to be a nuisance or injurious to the public health. RSA 147:5 and 6- Allows for assistance as necessary for removal. RSA 147:7 and 7-a and 7-b allows for collection of expenses for removal of the nuisance/litter from the owner or occupant.

#### 1104.1 Public Trash Receptacles:

No person, firm or corporation shall dispose of household, business or industrial refuse in any public trash receptacle. Take out food and beverage containers and wrappings are exempt from this section.

#### 1105 Discarded Refrigerators

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

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

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

Per RSA 147:13 Offensive Matter: If a person shall place, leave, or cause to be placed or left, in or near a highway, street, alley, public place, or wharf or on a private disposal site or shall allow to be exposed unburied, any animal or other

substance liable to become putrid or offensive, or injurious to the public health or deposits garbage or refuse on premises not designated for waste disposal in accordance with RSA 149-M or other provisions of law, such person shall be guilty of a violation, and the health officer shall remove or cause to have removed the same. Nothing in this section shall be construed as affecting authorized collections of garbage or refuse for public dumping facilities.

The Health Officer may employ any of the following as deemed necessary to protect the public health and safety:

RSA 147:3 Investigations and Complaints, RSA 147:4 Removal Notice, RSA 147:5 Assistants; Resistance, RSA 147:6 Removal Without Notice, RSA 147:7, 7-a, 7-b-Expenses, Notice to Owner, and Collection of Nuisance Abatement Costs

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

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

#### 1107 Suspension

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

#### 1107.1 Revocation

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

**1107.2 Hearing:**

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

**1110 Penalty**

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



## CHAPTER 12 HEALTH REGULATIONS

1201 Protective Fences around Swimming Pools (*REMOVE THIS SECTION 1201-1201.5 FROM THE HEALTH REGULATIONS –PLACE IN CHAPTER 22 BUILDING AND HOUSING CODE—BOCA BUILDING CODE 623.0 ed. 1991*)

~~1201.1 The declared intent and purpose of this ordinance is to insure the health and safety of the people of the Town of Exeter.~~

~~1201.2 All outdoor artificial pools which have a maximum depth of more than 3 feet when filled to capacity with water shall have a wall, fence or other enclosure having minimum height of 4 feet constructed around the entire pool except elevated pools and surface pools. If the sides of elevated pools and surface pools are higher than 4 feet, then no fence is required.~~

~~1201.3 The wall, fence or enclosure shall be constructed so that children will be unable to crawl or pass through to the pool without first using the gate or door to the pool. All gates shall be locked when the pool is unattended.~~

~~1201.4 All existing pools must comply with these regulations by May 1, 1972.~~

~~1201.5 Penalty~~

~~Any person, firm or corporation violating any provision of 1201 of this code shall be punished by a fine of not more than \$100 for each day the offense continues.~~

1203 Exeter Health Regulations for the Operation of Massage Parlors, Saunas and Other Bath Establishments (*DELETE 1203-1203.12 ENTIRELY—OLD CODE FROM 1979 IS NO LONGER APPLICABLE. AS OF JUNE 23, 1996 THE DIVISION OF PUBLIC HEALTH DOES NOT REQUIRE LICENSING OF MASSAGE ESTABLISHMENTS—MASSAGE PRACTITIONERS ARE LICENSED BY THE STATE*)

~~1203.1 License Requirement~~

~~No firm, corporation or person shall maintain or conduct an establishment for the giving of massages or vapor, pool, shower or other baths for hire or reward or advertise or hold the establishment out as being engaged in the business of massage or giving of such baths without applying for and receiving a license from the Exeter Health Officer.~~

~~1203.2 Application~~

~~The License Application shall be made to the Exeter Health Officer on an application furnished by the Town. The application shall set forth the following information and such other information as the Exeter Health Officer deems necessary in order to maintain the public health.~~

- ~~a. The number of persons employed by the owner at the establishment.~~
- ~~b. The name, address and telephone number of the manager of the establishment and persons giving massages or baths.~~
- ~~c. Such evidence of training and/or experience on the part of the owner or manager in giving massages or baths as the Exeter Health Officer deems necessary.~~
- ~~d. The names, dates of birth and addresses of all corporate stockholders, officers and directors, if the applicant is a corporation. If changes in the above occur prior to the expiration of the license, such changes, together with the requested information shall be reported in written form to the Exeter Health Officer within fourteen (14) days. If ownership of 50% or more of the ownership interest of the applicant is transferred, the license will terminate at such time.~~

#### ~~1203.3 License~~

- ~~a. Each license shall expire 1 year from the date of issuance. An application for renewal must be submitted at least thirty (30) days prior to the expiration date of the current license.~~
- ~~b. No license will be issued to the applicant, if an individual or individuals, or the directors or officers, if a corporation, have been convicted of a felony.~~
- ~~c. No license is transferable.~~
- ~~d. The license must be displayed in a conspicuous location on the premises.~~
- ~~e. No firm, corporation or person shall operate under any name or conduct any business under any designation except that specified in the license.~~
- ~~f. A licensee must notify the Exeter Health Officer prior to any change of address.~~
- ~~g. The annual establishment license fee shall be fifty (\$50) dollars.~~

#### ~~1203.4 Physical Plant~~

~~Any firm, corporation or person maintaining an establishment for giving of massages or vapors, pool shower or other baths for hire or reward must maintain the operation of such plant as follows:~~

- ~~a. It shall be connected to a waste disposal system approved by the Board of Health and New Hampshire Water Supply and Pollution Control Commission, or the municipal sewer.~~

- ~~b. It shall be properly lighted, so that visual observation of the room will be permitted, well ventilated and properly heated.~~
- ~~c. It shall have an adequate supply of hot and cold running water at all times.~~
- ~~d. It shall have Exeter Health Officer approved toilet and washing facilities within the premises readily available to patrons and affording sufficient privacy.~~
- ~~e. It shall have a separation of those facilities used by female patrons from facilities used by male patrons.~~
- ~~f. It shall be maintained in a clean and sanitary manner.~~
- ~~g. It shall have a 12" X 12" minimum sized window located 5 feet to 6 feet above the floor to permit visual observation of each room or enclosure from outside such room or enclosure that is used for massage or bath purposes.~~
- ~~h. It shall have at least one artificial light of not less than 580 lumens in each room or enclosure used for giving massages or baths. Such light shall be lighted at all times that the establishment shall be open for business.~~
- ~~i. It shall have adequate facilities for the cleaning and sterilization of all equipment and supplies.~~
- ~~j. Equipment, devices and instruments shall be sterilized when appropriate. Robes, sheets, blankets, pillow cases, wearing apparel, towels or other materials which may come in contact with the body shall be cleaned or sterilized when appropriate.~~
- ~~k. Water for individual baths shall be changed after use by each patron. Whirlpools for individuals or those accommodating two or more persons simultaneously must have an adequate filtering system approved by the Exeter Health Office.~~
- ~~l. No room shall be used as a bedroom.~~
- ~~m. No liquor or alcoholic beverage, as that term is defined in RSA 175:1, shall be consumed on the premises.~~
- ~~n. No food shall be sold on the premises.~~
- ~~o. The building in which the establishment is located must meet all requirements of local state and federal laws, ordinances and regulations.~~
- ~~p. No establishment shall operate earlier than 9:00 AM or later than 11:00 PM.~~

~~g. The front door will remain unlocked during normal business hours.~~

#### ~~1203.5 Personal License Requirements~~

~~No persons shall practice massage or give baths in an establishment for giving massages, vapors, pool, shower or other baths unless such person meets the following requirements and is issued a license by the Exeter Health Officer for such purposes. Such person shall:~~

- ~~a. be at least eighteen (18) years of age;~~
- ~~b. within forty five (45) days prior to any license application have been examined by a licensed physician and submit to the Exeter Health Officer a certification from such licensed physician that s/he has no communicable disease. Any person practicing massage, or giving baths must submit such certificate to the Exeter Health Officer at least semi-annually;~~
- ~~c. complete an annual application setting forth such other information as the Exeter Health Officer deems necessary;~~
- ~~d. pay an annual license fee of ten (\$10) dollars, which license shall expire one (1) year from date of issuance;~~
- ~~e. submit to additional physical examination, including serological examinations, when the Exeter Health Officer deems that such examinations are necessary;~~

#### ~~1203.6 Inspections~~

- ~~a. The Exeter Health Officer, or its agents, may inspect an establishment at any time that the establishment is open for business or at any other reasonable time.~~

#### ~~1203.7 Restrictions Concerning Massage or Baths~~

- ~~a. No masseurs shall practice on patrons of the opposite sex or give or assist in giving any type of baths to the opposite sex.~~

#### ~~1203.8 Rescission or Suspension of License~~

~~The Exeter Health Officer may suspend or rescind any license granted hereunder for violation of any provision of this regulation or for any other good cause. Any person, firm or corporation may request a hearing within ten (10) days of such suspension or recession. In such event, the Board of Health shall schedule a hearing which, if the licensee requests, shall be held not later than three (3) days after receipt of the request for such hearing.~~

#### ~~1203.9 Legal Action~~

~~The Exeter Health Officer may seek whatever legal redress s/he deems appropriate in the Courts of the State of New Hampshire in the enforcement of these regulations.~~

#### ~~1203.10 Existing Establishments~~

~~Any person, firm or corporation operating an establishment requiring a license hereunder on the effective date of these regulations shall, within thirty (30) days from such effective date, complete and file an application as required hereunder. The requirements imposed by subsection 4 of these regulations as to the physical plan shall be complied with not later than sixty (60) days from the effective date of these regulations, or the operation of such establishment.~~

#### ~~1203.11 Exceptions and Exclusions~~

- ~~a. Persons excepted: Physicians, physical therapists, school athletic trainers, chiropodists, podiatrists and chiropractors registered or licensed in the State of New Hampshire are excluded. A person registered or licensed as a barber or apprentice, a hairdresser, operator or student under the provisions of New Hampshire Revised Statutes Annotated may practice facial and scalp massage without the herein required license.~~
- ~~b. Other persons excepted: A person licensed to practice massage or conduct an establishment in any other town or city in the State of New Hampshire may, on written orders of a physician, attend patients as specified by the physician in Exeter. The person shall, if requested, submit to the Exeter Health Officer copies of their license from another municipality and the physician's orders.~~
- ~~c. Establishment exceptions: Hospitals, nursing and convalescent homes and other similar licensed institutions where massage and baths may be given are excluded.~~

#### ~~1203.12 Severability Clause~~

~~If any section, paragraph, sentence, clause or phrase of these regulations shall be deemed invalid for any reason whatsoever, such decision shall not affect the remaining portions of these regulations, which shall remain in full force and effect, and to this end, the provisions of these regulations are hereby declared severable.~~

1204 Sanitary Production & Distribution of Food

~~Be it ordained, by the Board of Selectmen of the Town of Exeter, New Hampshire, that the Town of Exeter adopts the 2005 F.D.A. Food Code, in accordance with R.S.A. 147:1. The Town of Exeter shall adopt all future amendments and revisions to the FDA Food Code. (Approved by the Board of Selectmen June 7, 2010). 1204 shall be revised to show the Sanitary Production & Distribution of Food Ordinance in its entirety as follows.~~

In accordance with R.S.A. 147:1 the Town of Exeter Board of Selectmen adopt the 2009 *FDA FOOD CODE* in accordance with the *New Hampshire Rules for the Sanitary Production and Distribution of Food He-P 2300*; and all future revisions and amendments.

1204.1(PART He-P 2301) DEFINITIONS

1204.1.01(He-P 2301.01 Definitions.) supplemental list to the FDA FOOD CODE DEFINITIONS

- (a) "Applicant" means the owner of a food establishment or an officer of the legal ownership who applies for a license under these rules.
- (b) "Approved source" means food that has been inspected by a federal, state, or local agency that has the authority, responsibility, and the technical ability to evaluate food for safety in protection of the public health; ~~(1) Poultry that is exempt from federal inspection under the Poultry Products Inspection Act 21 USC 464(c) (4) shall not be considered to be from an approved source. (See 1204.13 – 1204.14)~~
- (c) "Bed and breakfast" means a type of food service establishment that is a transient lodging facility, which is the owner's or innkeeper's personal residence, is occupied by the owner or innkeeper at the time of rental to an in-house guest, and in which breakfast is the only meal served.
- (d) "Beverage" means "beverage" as defined in RSA 143:9.
- (e) "Bulk food" means processed or unprocessed food in aggregate containers from which quantities desired by the consumer or the employee is withdrawn. The term "bulk food" does not include fresh whole fruits or fresh whole vegetables.
- (f) "Caterer" means a person or entity which provides meals or food at private functions at off-site locations.
- (g) "Change of ownership" means any time a controlling interest in a sole proprietorship, joint venture, partnership, corporation, limited liability company, or any other kind of entity is transferred to another sole proprietor, joint venture, partnership, corporation, limited liability company or any other kind of entity.

- (h) "Commissioner" means the commissioner of the New Hampshire department of health and human services, or his or her designee.
- (i) "Continental breakfast" means a light breakfast that may include coffee, tea, juices, toasts, breakfast cereals, assorted pastries, and uncut fruit.
- (j) "Corrective action plan (CAP)" means a plan developed and written by the licensee, which specifies the actions that will be taken to correct identified deficiencies.
- (k) "Department" means the Exeter Health Department.
- (l) "Food" means "food" as defined in RSA 143-A:3, III.
- (m) "Food establishment" means "food service establishment" as defined in RSA 143-A:3, IV, and "retail food store" as defined in RSA 143-A:3, VII. "Temporary food service" as defined in RSA 143-A:3, VIII.
- (n) "Food processing plant" means a type of food service establishment that is a commercial operation that manufactures, packages, labels, or stores food for human consumption, and provides food for sale and distribution to other business entities such as other food establishments. Food processing plants shall not include an operation that processes food under the oversight of NH Department of Agriculture for RSA's 426,427, 428,429, and 434
- (o) "Food service establishment" means "food service establishment" as defined in RSA 143-A:3, IV.
- (p) "Foodborne disease outbreak" means the occurrence of 2 or more cases of a similar illness resulting from the ingestion of a common food.
- (q) "Homestead" means "homestead" as defined in RSA 143-A:12, which is a type of food service establishment. The Town of Exeter allows only home food manufacturers who prepare and package non-potentially hazardous foods (foods that do not need time/temperature control).
- (r) "Immediately endangers public health or safety" means that a condition exists that is an imminent health hazard.
- (s) "Imminent health hazard" means a significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on the number of potential injuries and the nature, severity, and duration of the anticipated injury.

- (t) "License" means the document issued by the department or other regulatory agency, which authorizes a license holder to operate a food establishment.
- (u) "License holder" means the entity legally responsible for the operation of a licensed food establishment, including, but not limited to, the owner, the owner's agent, or other person.
- (v) "Mobile food unit" means a food service establishment mounted on wheels or otherwise designed to be immediately moveable.
- (w) "Person in charge" means the individual present at a food establishment who is responsible for the operation of the establishment at the time of inspection, including the duties described in section 2-103.11 of the FOOD CODE, and who can demonstrate the knowledge required by section 2-1-2.11 of the FOOD CODE with are pertinent to the risks inherent to the specific food establishment.
- (x) "Poultry" means "poultry" as defined in RSA 143-A:14, III. (For the purposes of 1204.13-14)
- (y) "Poultry producer" means "poultry producer" as defined in RSA 143-A:14, IV. (For the purposes of 1204.13-14)
- (z) "Priority item" means a provision of the Food Code, marked with a superscript P, whose application contributes directly to the elimination, prevention, or reduction to an acceptable level, hazards associated with foodborne illness or injury and there is no other provision that more directly controls the hazard.(critical violation)
- (aa) "Public water system" means a public water system as defined in RSA 485:1-a.
- (ab) "Pushcart" means a type of food service establishment that is a non-self propelled vehicle limited to serving non-time/temperature control for safety foods, packaged time/temperature control for safety foods maintained at proper temperatures, or limited to the preparation and serving of frankfurters.
- (ac) "Rabbit" means "rabbit" as defined in RSA 143-A:14, VI. (For the purposes of 1204.13-14)
- (ad) "Rabbit producer" means "rabbit producer" as defined in RSA 143-A:14, VII (For the purposes of 1204.13-14)
- (ae) "Regulatory authority" means the local, state or federal enforcement body having jurisdiction over the food establishment. The Town of Exeter Health Department is the "regulatory authority" for the Town of Exeter.



(af) "Remodeled" means having undertaken construction, which includes, but is not limited to, adding new seats, adding a food preparation area, or any construction affecting the kitchen or any other part of a food establishment that requires a plumbing modification.

(ag) "Retail food store" means "retail food store" as defined in RSA 143-A:3, VII.

(ah) "Risk Control Plan" means a plan developed and written by the licensee as a part of a CAP, which specifies the actions that will be taken to correct the uncontrolled hazards that were identified at inspection, and a repeat problem, known to contribute to foodborne illness (uncontrolled hazards include the occurrence of any risk factor or lack of public health interventions as described in the FOOD CODE)

(ai) "Servicing area" means an operating base location to which a mobile food unit or transportation vehicle returns regularly for such things as vehicle and equipment cleaning, discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food.

(aj) "Sewage" means "sewage" as defined in RSA 485-A:2, X, namely "the water-carried waste products from buildings, public or private, together with such groundwater infiltration and surface water as may be present."

(ak) "Soup kitchen" means a food service establishment operated by a charitable organization including religious societies and fraternal organizations organized pursuant to RSA 292, RSA 306, and RSA 418, that prepares and serves meals to the poor without charge.

(al) "Time/temperature control for safety (TCS) food" means a food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation. This term is also known as "potentially hazardous food."  
(Letters changed due to addition of (x), (y), (ac), (ad).)

## 1204.2(PART He-P 2302) LICENSE REQUIRED

1204.2.01(He-P 2302.01 License Required.) Unless exempted under RSA 143-A:5, RSA 143-A:5-a, or 1204.2.02(He-P 2302.02), no person shall operate a food establishment within the town of Exeter, New Hampshire without obtaining a license from the Town of Exeter Health Department

1204.2.02 Soup Kitchens Exempt from Licensure. In accordance with RSA 143-A:5-a, soup kitchens shall be exempt from licensure by the department provided:

(a) They do not charge for meals; and

(b) They submit to the Exeter Health Department a written notice which:

- (1) Identifies the name and address of the person operating the soup kitchen;
- (2) Identifies the clientele served by the soup kitchen;
- (3) Lists the hours the soup kitchen will operate; and
- (4) Provides a description of the food to be served.

#### 1204.3(PART He-P 2303) INCORPORATION OF THE 2009 CURRENT F.D.A. FOOD CODE

##### 1204.3.01(He-P 2303.01) Incorporation of the 2009 Current F.D.A. Food Code.

(a) All licensees shall comply with the U.S. Department of Health and Human Services, Public Health Services, Food and Drug Administration, Food Code's 2009 most current edition, henceforth known as the Food Code, as amended in (b) below, unless exempted in (c) or (d) below.

(b) The following amendments shall apply to the document incorporated:

- (1) Amend section 3-201.11(A) so that (A) reads as follows: "Food shall be obtained from sources that comply with the law, except that the exemption under the Poultry Products Inspection Act at USC 464)c)(4) shall not apply in New Hampshire";
- (2) Delete section 3-201.16
- (3) Delete Chapter 8 used for reference and procedure

(c) Those food establishments applying for or licensed as bed and breakfasts shall comply with the Food Code. However, the exceptions to the Food Code listed in 1204.8.02(He-P 2308.02) shall apply.

(d) Those food establishments applying for or licensed as food processing plants or homesteads shall be exempt from the requirements of the Food Code, and shall instead comply with the requirements in 1204.9(He-P 2309) and 1204.10(He-P 2310), respectively.

(e) The 2009 F.D.A. Food Code is available on the web at <http://www.fda.gov/Food/FoodSafety/RetailFoodProtection/FoodCode/FoodCode2009/> or via mail from the United States Department of Commerce, National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 (refer to report number PB2009112613).

#### 1204.4(PART He-P 2304) APPLICATION AND LICENSING PROCEDURE

##### 1204.4.01(He-P 2304.01) Initial License Application Requirements.

(a) Each applicant for a license shall submit the following to the department:

(1) A completed application form entitled "Application for Annual Food Service License", "Application for Annual Food Processing Plant License", "Application for Annual Homestead License", or "Application for Annual Mobile Food Unit License", as applicable, signed and dated by the applicant or the person who represents the applicant certifying the following:

"I certify that all information provided in or attached to this application is complete, accurate and up-to-date as of the date specified below. I further certify that there are no willful misrepresentations of the answers to questions herein, and that I have made no omissions with respect to any of my answers to the questions presented. I understand that it is my responsibility to immediately notify the Exeter Health Department with regard to any changes, corrections or updates to the information provided.";

(2) A check or money order for the applicable fees, in accordance with 1204.4.05(a) and (c) (He-P 2304.05(a) and (c));

(3) Water system documentation, in accordance with 1204.4.06(He-P 2304.06);

(4) Wastewater system documentation, in accordance with 1204.4.07(He-P 2304.07), except that food establishments applying to be licensed as a bed and breakfast or a homestead shall not be required to submit such documentation;

(5) A completed "Plan Review Application", signed and dated by the applicant or the person who represents the applicant, if required by 1204.4.12(a) (He-P 2304.12(a)), and if not already submitted for review, except that food establishments applying to be licensed as a bed and breakfast, homestead, shall not be required to submit such an application;

(6) If the application is for a mobile food unit which uses a servicing area, one of the following:

a. Commissary (service area) agreement form.

b. A copy of the food establishment license, from the appropriate regulatory authority, of the facility being used as a servicing area; or

c. A separate license application for the facility to be used as a servicing area; and

d. All other items as required listed in this section (a) (Letters changed due to addition of new "a.")

(7) A HACCP plan if required by 1204.4.13(He-P 2304.13).

(b) The applicant shall mail or hand-deliver the documents to:

Exeter Health Department  
20 Court St  
Exeter, NH 03833  
603-773-6132

1204.4.02(He-P 2304.02) Processing of Initial Applications and Issuance of Licenses.

(a) Applications shall be processed in accordance with RSA 541-A:29.

(b) An application for an initial license shall be complete when the department determines that all items required by 1204.01.(a)(He-P 2304.01(a)) have been received.

(c) If an application does not contain all the items required by 1204.4.01(a)(He-P 2304.01(a)), the department shall:

(1) Not process that application; and

(2) Notify the applicant in writing of which items are required to be submitted before the application can be processed.

(d) Any licensing fee submitted to the department in the form of a check or money order and returned to the Town for any reason shall be processed in accordance with RSA 6:11-a.

(e) Licensing fees shall not be transferable to any other application(s).

(f) Following an inspection, conducted pursuant to RSA 143:4 and in accordance with 1204.5 (He-P 2305), a provisional license shall be issued if the department determines that an applicant is in full compliance with RSA 143, RSA 143-A, and these rules.

(g) Pursuant to RSA 143-A:6, I:

(1) A provisional license shall expire 90 days after the date of issuance; and

(2) If a license is not issued following the expiration of a provisional license, the food establishment shall cease operation the day after the provisional license expires and not operate until a license is obtained.

(h) If, within 45 90 days of issuance of a provisional license the department conducts an inspection in accordance with 1204.5 (He-P 2305) and determines

that an applicant is in full compliance with RSA 143, RSA 143-A, and these rules, the department shall issue to the applicant a license valid for a time period of one year following the date of issuance of the provisional license.

(i) All licenses and provisional licenses issued in accordance with RSA 143-A shall be issued for a specific license classification and category under 1204.4.04(He-P 2304.04).

(j) License holders shall operate in accordance with the class of license issued.

(k) All licenses and provisional licenses issued in accordance with RSA 143-A shall be non-transferable by person or location.

(l) Licenses shall be posted at all times in an area of the food establishment that is conspicuous to patrons.

1204.4.03(He-P 2304.03) License Expirations and Procedures for Renewals.

(a) All licenses issued shall be valid for one year following the date of issuance, or one year following the date of issuance of a provisional license, as applicable.

(b) Each licensee shall apply to renew their license via an application form pursuant to 1204.4.01(a)(1) (He-P 2304.01(a)(1)) at least 30 days prior to the expiration of the current license.

(c) The licensee shall submit with the renewal application:

(1) The materials required by 1204.4.01(a)(1),(2), and ~~(3)~~ (4) (He-P 2304.01~~(a)~~(b)(1), (2), and (3)); and

(2) A request for renewal of any existing variances previously granted by the department, in accordance with 1204.14 (He-P 2304.14), if applicable.

(d) A license shall be renewed if the department determines that the licensee:

(1) Submitted an application containing all the items required by (c) above, as applicable, at least 30 days prior to the expiration of the current license;

(2) Has submitted a CAP that has been accepted by the department and implemented by the licensee if deficiencies were cited at the last licensing inspection; and

(3) Is found to be in compliance with RSA 143, RSA 143-A, and 1204/FDA Food Code/He-P 2300 at a renewal inspection, as applicable.

(e) If a license holder fails to submit a complete application for renewal as required under (b) and (c) above, the food establishment shall cease operation the day after the license expires, and shall not operate until a license is obtained in accordance with RSA 143-A.

(f) Any food establishment wishing to submit an application for a renewal license whose previous license has been expired in excess of 90 days shall apply in accordance with the requirements of an initial license in 1204.4.01 (He-P 2304.01).

1204.4.04(He-P 2304.04) License Classes.

(a) For the purpose of licensure, food establishments shall be divided into the following classes:

(1) Class A which shall include:

- a. Category A-1, food processing plants which commercially process 100,000 packages of food or more, per year;
- b. Category A-2, food service establishments with 200 or more indoor seats; or
- c. Category A-3, retail food stores with 4 or more food preparation areas;

(2) Class B which shall include:

- a. Category B-1, retail food stores with 2 to 3 food preparation areas; or
- b. Category B-2, food service establishments with 100 to 199 indoor seats;

(3) Class C which shall include:

- a. Category C-1, retail food stores with one food preparation area, including, but not limited to, an area for cutting cheese or fudge;
- b. Category C-2, caterers serving food off-site;
- c. Category C-3, food service establishments with 25 to 99 indoor seats;
- d. Category C-4, bars/lounges with a food preparation area, excluding areas used for preparing garnish such as limes and lemons; or
- e. Category C-5, food processing plants which commercially process less than 100,000 packages of food per year;

(4) Class D, which shall include:

- a. Category D-1, food service establishments with 0 to 24 indoor seats, including, but not limited to, bakeries;
- b. Category D-2, mobile food units which cook or prepare food;
- c. Category D-3, retail food stores that allow self-service of food, including, but not limited to, coffee, hot dogs, or soft drinks;
- d. Category D-4, servicing areas;

(5) Class E which shall include:

- a. Category E-1, bed and breakfasts;
- b. Category E-2, lodging facilities serving continental breakfasts; or
- c. Category E-3, ice cream vendors who scoop ice cream;

(6) Class F which shall include:

- a. Category F-1, home delivery services of packaged frozen food;
- b. Category F-2, pushcarts and other mobile food units, including, but not limited to, those serving packaged food and non-TCS/PHF unwrapped foods only;
- c. Category F-3, retail food stores with no food preparation areas;
- d. Category F-4, wholesalers/distributors of TCS/PHF food;
- e. Category F-5, on-site vending machines, which serve TCS/PHF food;
- f. Category F-6, bakeries which do not serve TCS/PHF food and have no seats;
- g. Category F-7, Level 2 homestead-sells products at farmers' markets, farm stands, residents, retail food stores, on-line;

(7) Class G shall include:

- a. Category G-1, bars/lounges without a food preparation area;
- b. Category G-2, sellers of pre-packaged frozen meat or poultry that is processed in a USDA –inspected plant;

- c. Category G-3, canteen/theater concessions serving non-TCS food;
- d. Category G-4, ice cream vendors/retail food stores serving pre-packaged ice cream;
- e. Category G-5, institutions whose food service is operated by a private, for-profit business, including but not limited to schools/public and private, colleges, hospitals, long term care facilities, fraternities and sororities;
- f. Category G-6, food processing plants that package non-TCS(PHF) bulk food;

(8) Class H, Category H-1, shall include:

- a. Category H-1, level 1 homesteads-homestead that sells products only at farmers' markets, farm stands, or residences;
- b. Senior meal sites;
- c. Institutions who prepare their own food, including but not limited to schools/public and private, colleges, hospitals, long term care facilities, fraternities and sororities

(b) When a food establishment operates more than one type of business, the higher class shall determine the class of license, with Class A being the highest.

(c) When a food establishment has an additional food processing business, each shall be licensed separately, requiring separate applications and separate fees.

(d) When a hospital or school offers food to the general public in addition to its population, then the license class shall be determined by the number of seats the food service establishment has.

1204.4.05(He-P 2304.05) Fees.

(a) For each class of license requested, the applicant shall pay the following annual fees:

- (1) Class A: \$875;
- (2) Class B: \$450;
- (3) Class C: \$350;



- (4) Class D: \$225;
- (5) Class E: \$175;
- (6) Class F: \$150;
- (7) Class G: \$100;
- (8) Class H: \$50

(b) Licensees shall be charged up to, and shall pay up to \$100 for each inspection conducted after the second inspection conducted in any licensing period, except that the inspections conducted during the provisional license period shall not be included in this count.

(c) An applicant or licensee shall pay a fee of \$25 for each plan review submitted under 1204.4.12(He-P 2304.12).

(d) All fees shall be non-transferable and non-refundable.

(e) Payment of any fee to the department shall meet the following requirements:

(1) Payment shall be made in the form of check or money order made payable to the "Town of Exeter, Health Dept." in the exact amount due;

(2) Money order or certified check shall be required when an applicant or licensee has issued payment to the department by check, and such check was returned for insufficient funds; and

(3) Any payment made to the department by check which is returned for insufficient funds, and which an individual, applicant, or licensee has not made good by submitting a money order or certified check within 2 business days of notification by the department, including any penalty assessment allowed by RSA 6:11-a, shall be grounds for denial of the license.

**1204.4.06(He-P 2304.06) Water System Requirements.**

(a) Food establishments which own and operate their own public water systems, as defined by RSA 485:1-a, XV, shall indicate, as part of their application for a license, the Public Water System (PWS) identification number which has been assigned by the New Hampshire department of environmental services (DES).

(b) For an application to be approved, food establishments which own and operate their public water systems regulated by DES shall:

(1) Be in compliance with all applicable water quality standards and monitoring and reporting requirements of Env-Dw 717 or successor rules in Subtitle Env-Dw; or

(2) Be in compliance with the requested actions in a letter of deficiency, or the required actions of an administrative order, issued by DES and established to obtain compliance with the regulations cited in (1) above.

(c) Food establishments which are classified as public water systems, as defined by RSA 485:1-a, XV, but whose water system infrastructure is owned by another party, shall indicate, as part of their application for a license, the PWS identification number which has been assigned by DES.

For an application under this paragraph to be approved, the owner of the water system infrastructure shall:

(1) Be in compliance with all applicable water quality standards and monitoring and reporting requirements of Env-Dw 717 or successor rules in Env-Dw; or

(2) Be in compliance with the requested actions in a letter of deficiency, or the required actions of an administrative order, issued by the DES and established to obtain compliance with the regulations cited in (1) above.

(d) Food establishments which purchase their water from other public water systems, as defined by RSA 485:1-a, XV, and therefore do not fall under (a) above, shall indicate this information on the application.

(e) Food establishments which do not fall under (a) through (d) above, and are instead served by a water source other than a public water system, shall submit with the initial and renewal application the written results of a laboratory analysis of the water intended for use, which tests the level of the following:

(1) Bacteria;

(2) Nitrates; and

(3) Nitrites.

(f) The analyses required by (e) above shall be conducted not more than 6 months prior to the date of the application by a laboratory accredited by DES to perform such tests in accordance with Env-C 300.

(g) For an application to be approved, the results of the water analysis shall be as follows:

(1) The bacteria test required under (e) above shall not exceed the maximum contaminant level (MCL) for drinking water prescribed by Env-Dw 700 and

(2) The nitrate and nitrite tests required under (e) above shall not exceed the MCL for drinking water prescribed by Env-Dw 700 for those 2 contaminants.

1204.4.07(He-P 2304.07) Wastewater System Requirements.

(a) Food establishments which discharge their wastewater to either public or private wastewater systems which hold either a state surface water discharge permit or a groundwater discharge permit issued by the New Hampshire department of environmental services (DES), shall indicate this information on the application.

(b) Food establishments which do not discharge their wastewater as described in (a) above shall submit, as part of their application, one of the following:

(1) Both:

a. A copy of the construction approval for the sewage or waste disposal system that indicates that the system is sufficient in capacity to serve the subject food establishment issued by DES in accordance with RSA 485-A:29 and Env-Wq 1000; and

b. A written copy of a statement signed by the applicant containing the following language: "I certify that there has been no increase in the loading on the wastewater system which would cause an exceedance of the capacity of the system approved by the NH department of environmental services under the provisions of Env-Wq 1000;" or

(2) A written statement signed by the applicant containing the following language: "I certify that the private sewage or waste disposal system serving this food establishment was constructed prior to 1971 and is presently not in failure. I further certify that I have not been notified by either the NH department of environmental services or the local health officer that the system serving this food establishment is in violation of any state or local statute, administrative rule, ordinance or bylaw."

(c) If there is no increase in the loading of the waste disposal system serving the food establishments in (b) above, and the applicant is unable to produce the documentation required, the department shall inform DES that the applicant has not complied with (b)(1) above. In this case, the requirement of (b)(1) above shall be waived.

(d) Any increase in seating capacity in a licensed food establishment which has a private wastewater system shall comply with Env-Wq 1000.

1204.4.08(He-P 2304.08) Change in Ownership of a Food Establishment.

(a) When there is a change of ownership of a food establishment, the new owner shall submit the items required for initial license applicants under 1204.4.01 (He-P 2304.01) to the department at least 30 days prior to the change of ownership.

(b) Upon receipt and processing of the items required by (a) above, and after an inspection conducted in accordance with 1204.5 (He-P 2305) which shall also determine compliance with Chapters 4, 5, and 6 of the Food Code, the department shall issue a provisional license reflecting the change in ownership.

(c) The issuance of a provisional license due to a change in ownership shall void the license of the previous owner on the date the change of ownership occurs.

1204.4.09(He-P 2304.09) Change in Name of a Food Establishment.

(a) When a license holder intends to change the name of a food establishment, that license holder shall submit a written request to the department for a new license at least 30 days prior to the intended date of change in name.

(b) The written request shall include:

- (1) The reason for requesting a new license;
- (2) The name of the food establishment as it appears on the existing license;
- (3) The name of the food establishment as the license holder requests it to appear on the new license; and
- (4) The date upon which the change in name is intended to occur.

(c) Following receipt of the items required by (b) above, the department shall issue a revised license reflecting the change in name. The establishment number and expiration date shall remain the same as it was on the immediately preceding license.

1204.4.10(He-P 2304.10) Change in Location of a Food Establishment.

(a) When there is a change of location of a food establishment, the license holder shall submit the items required for initial license applicants and plan review under 1204.4.01 (He-P 2304.01) to the department at least 45 30 days prior to the change of location.

(Changed to remain consistent with 1204.4.08-09)

(b) Upon receipt and processing of the items required under (a) above, and after an inspection conducted in accordance with 1204.5 (He-P 2305), the department shall issue a provisional license reflecting the change of location.

(c) The issuance of a provisional license due to a change in location shall void the previous license on the date the change of location occurs.

(d) This section shall not apply to mobile food units, pushcarts or vehicles used to sell retail food.

**1204.4.11(He-P 2304.11) Change in License Class.**

(a) A license holder wishing to request an upgrade to a higher-level class of license listed in 1204.4.04 (He-P 2304.04) shall:

- (1) Be treated as an applicant for a new license; and
- (2) Apply for a new license in accordance with 1204.4.01 (He-P 2304.01).

(b) The issuance of a provisional license due to an upgrade in license class shall void the previous license on the date the upgrade occurs.

(c) A license holder wishing to request a downgrade to a lower level class of license listed in 1204.4.04 (He-P 2304.04) shall submit a written request for downgrade to the department.

(d) The written request in (c) above shall include:

- (1) The reason for requesting a downgrade; and
- (2) The date upon which the downgrade is intended to occur.

(e) Following receipt of the request under (c) above the licensee shall be issued a revised license reflecting the downgrade in class of license. The establishment number and expiration date shall remain the same as it was on the immediately preceding license.

**1204.4.12(He-P 2304.12) Submission of Plans and Specifications for New or Remodeled Food Establishments.**

(a) An applicant or license holder shall complete and submit a "Plan Review Application" to the department for review and approval at least 45 days prior to:

- (1) Constructing a new food establishment; mobile or pushcart unit;
- (2) Converting an existing structure for use as a food establishment;

(3) Remodeling a food establishment which may include but is not limited to the addition of seats, service, and lavatories; or

(4) Relocating a food establishment when the relocation also involves (1), (2), or (3) above.

(b) Homesteads, and bed and breakfasts shall be exempt from submitting a plan review application.

(c) An applicant or licensee shall pay a fee of \$25, for each plan review application submitted.

(d) The department shall review plans for construction, renovation or structural alterations of a food establishment for compliance with all applicable sections of RSA 143, RSA 143-A, and Town 1204(He-P 2300) and notify the applicant or licensee as to whether the plan complies with these requirements. Plan includes but is not limited to – menu, HACCP/Variance as needed, floor plan to scale, location of all equipment with specifications, locations of food prep, storage, refrigeration, sinks, lavatories, seating, etc.

**1204.4.13(He-P 2304.13) Hazard Analysis and Critical Control Point (HACCP) Plan Requirements.**

(a) The following applicants or licensees shall submit to the department a complete HACCP plan for approval prior to engaging in an activity that requires such a plan; such as but not limited to:

(1) Food processing plants;

(2) Any food establishment engaging in an activity that requires a variance as specified under Food Code subparagraph 3-401.11(D)(3), § 3-502.11, or ¶ 4-204.110 (B);

(3) Any food establishment engaging in a food preparation or processing method that the department determines requires a variance, based on the submission of plans and specifications in accordance with 1204.4.12(He-P 2304.12), an inspection finding, or a variance request; and

(4) Any food establishment engaging in an activity specified under Food Code § 3-502.11 and 3-502.12.

(5) Any food establishment which is required to have a HACCP plan by law.

(b) A complete HACCP plan shall include the following:

- (1) A categorization of the types of TCS foods that are specified in the menu
- (2) A flow diagram by specific food or category type identifying critical control points and providing information on the following:
  - a. Ingredients, materials, and equipment used in the preparation of that food; and
  - b. Formulations or recipes that delineate methods and procedural control measures that address the food safety concerns involved;
- (3) Food employee and supervisory training plan that addresses the food safety issues of concern;
- (4) A statement of standard operating procedures for the plan under consideration including clearly identifying:
  - a. Each critical control point;
  - b. The critical limits for each critical control point;
  - c. The method and frequency for monitoring and controlling each critical control point by the food employee designated by the person in charge;
  - d. The method and frequency for the person in charge to routinely verify that the food employee is following standard operating procedures and monitoring critical control points;
  - e. Action to be taken by the person in charge if the critical limits for each critical control point are not met; and
  - f. Records to be maintained by the person in charge to demonstrate that the HACCP plan is properly operated and managed; and
- (5) Additional scientific data or other information, as needed by the department to make its determination under (c) below, supporting the determination that food safety is not compromised by the proposal.

(c) The department shall review HACCP plans for compliance with all applicable sections of RSA 143, 143-A, and Town 1204(He-P 2300) and notify the applicant or licensee as to whether the plan complies with these requirements.

1204.4.14(He-P 2304.14) Variiances.

(a) Applicants or license holders seeking variances from specific rules or Food Code items shall submit a "Variance Request" to the:

Exeter Health Department  
20 Court St  
Exeter, NH 03833  
603-773-6132

(b) The variance request shall include:

- (1) Specific reference to the rule or Food Code item for which a variance is being sought;
- (2) Full explanation of why a variance is necessary;
- (3) Full explanation of alternatives proposed by the applicant or license holder, which shall be equally as protective of public health as the rule or Food Code item from which a variance is sought; and
- (4) A HACCP plan if required under 1204.4.13(He-P 2304.13).

(c) The department shall approve a request for variance if:

- (1) The department concludes that authorizing deviation from strict compliance with the rule or Food Code item from which a variance is sought does not contradict the intent of the rule or Food Code item; and
- (2) The alternative proposed by the applicant or license holder ensures that the objective or intent of the rule or Food Code item from which a variance is sought will be accomplished.
- (3) An approved variance may not be applicable if there is a change in class and/or menu item(s) change.

(d) If a variance is approved, the license holder's subsequent compliance with the alternatives approved in the variance shall be considered equivalent to complying with the rule or Food Code item from which a variance was sought.

(e) A variance shall be approved for one year or until the expiration of the current license or unless specified by the department. The variance is not transferable.

(f) No request for a variance concerning the rules of other state agencies which are referred to in this chapter shall be approved.

1204.4.15(He P 2304.15) Trade Secrets and Confidentiality.

(a) The department shall treat as confidential, in accordance with RSA 350-B, information that meets the criteria specified in RSA 350-B for a trade secret and is



contained on inspection report forms, in the plans and specifications submitted as specified under 1204.4.12(He P 2304.12), and in any HACCP plans submitted.

(b) Consumer complaints received regarding illness or sanitation of a food establishment shall have their name, address, and phone number or other identifying information of the individual making the complaint maintained as confidential and such information shall not be released without written permission of the complainant.

## 1204.5(PART He-P 2305) INSPECTIONS AND COMPLIANCE

### 1204.5.01(He-P 2305.01) Inspections.

(a) For the purpose of determining compliance with RSA 143, RSA 143-A, and Town 1204(He-P 2300), as authorized by RSA 143:4 and RSA 143-A:6, II, the applicant or licensee shall admit and allow any department representative at any time to enter and inspect the following:

- (1) The licensed food establishment, including any mobile food units or vehicles used by the licensee for the transportation or retail sale of food; and
- (2) Any records required by RSA 143-A and Town 1204(He-P 2300), or pertaining to food and supplies purchased and distributed by the food establishment.

(b) At the time of inspection, or upon request, the applicant or licensee shall provide the department with the following:

- (1) A list of persons employed; and
- (2) Samples of food for bacteriological, chemical, and physical examination.

(c) The department shall conduct an inspection to determine full compliance with RSA 143, RSA 143-A, and Town 1204(He-P 2300), prior to:

- (1) The issuance of a provisional license;
- (2) The issuance of a full license;
- (3) A change in ownership;
- (4) A change in the licensee's physical location;
- (5) An upgrade in the license class;

- (6) Occupation of space after construction, renovations or structural alterations; or
  - (7) The annual renewal of a license.
- (d) In addition to (c) above, the department shall conduct an inspection:
- (1) Whenever the department has reason to believe a condition exists that places the food establishment in non-compliance with RSA 143, RSA 143-A, or Town 1204(He-P 2300); and
  - (2) As necessary to verify compliance with any corrective action plan (CAP) and/or Risk Control Plan accepted by the department as part of an inspection.
- (e) The applicant, owner, or person in charge shall be present at time of inspection.
- (f) Upon completion of the inspection, the department shall complete a written or digital inspection report in accordance with Food Code Annex 7, Form 3-A and Guide 3-B, or in the case of food processing plants and homesteads a "Food Processing Plant Inspection Report".
- (1) It is the responsibility of the facility to download a digital inspection sent via email.
- (g) The inspection report shall contain:
- (1) Specific factual observations of deficiencies which violate Town 1204(He-P 2300) and/or the Food Code and which require correction; and
  - (2) For all food establishments except food processing plants, a color designation, described in (i) below, based on the results of the inspection findings.
- (h) The applicant, owner, or person in charge shall acknowledge receipt of the inspection report by signing the inspection report (paper copy or digital).
- (i) Color Score Designation shall be as follows:
- (1) Green if there are no priority item violations identified at the time of the inspection (no priority/critical = no further action)
  - (2) Yellow if there are one to three priority/critical item violations and/or *repeat violations* at the time of inspection; (priority/critical item will trigger a follow-up inspection)

- (3) Red if it is determined that an imminent health hazard exists at the time of the inspection, there are four or more priority/critical item violations, or if the food establishment is found to be operating without a current, valid license. (follow-up inspection triggered *and closure of facility possible*)

**1204.5.02(He-P 2305.02) Correction of Deficiencies Identified During an Inspection.**

(a) All deficiencies identified in the inspection report shall be corrected at the time of inspection, as practicable.

(b) For all food establishments except food processing plants and homesteads, if a priority item violation and/or a priority foundation violation is found during an inspection and cannot be corrected immediately and permanently in the presence of the inspector, the applicant or licensee shall:

(1) Agree to temporarily correct the priority item violation and to permanently correct it in a specified time frame, not to exceed 10 calendar days after the inspection; or

(2) Complete a CAP in the presence of the inspector in accordance with 1204.5.03 (He-P 2305.03) Repeat violations of the same code # violation will be placed in a corrective action plan, or a Risk Control Plan for repeat risk factor violations and lack of proper public health interventions

(c) For all food establishments except food processing plants and homesteads, if a violation of any items in Chapter 4, 5, or 6 of the FOOD CODE is found during an inspection for an initial license or change of ownership license, and it cannot be corrected immediately in the presence of the inspector, the applicant or licensee shall:

(1) Agree to temporarily correct the deficiency and to permanently correct it in a specified time frame, not to exceed 10 calendar days after the inspection; or

(2) Complete a CAP in the presence of the inspector in accordance with 1204.5.03 (He-P 2305.03).

(d) All core items shall be corrected in a timely manner a CAP *may be* completed and accepted by the inspector); not to exceed a 6 month period for corrective action.

(e) For food processing plants and homesteads, if any violation is found during an inspection and cannot be corrected immediately and permanently in the presence of the inspector, the applicant or licensee shall:

- (1) Agree to temporarily correct the violation and to permanently correct it in a specified time frame—
  - Priority items not to exceed 10 calendars days after the inspection
  - Priority foundation items not to exceed 10 calendar days after the inspection
  - Core items shall be corrected in a timely manner, not to exceed ~~90-days~~ 6 months.
- (2) A CAP may be completed for a core item violation or a priority foundation item, at the discretion of the inspector

1204.5.03(He-P 2305.03) Corrective Action Plan.

(a) When a deficiency identified in the inspection report cannot be corrected either immediately and permanently in the presence of the inspector or permanently within 10 calendar days after the inspection, pursuant to 1204.5.02(b), (c),(d), or (e) (He-P 2305.02(b), (c), or (d)), the licensee shall complete, date, and sign, at the time of inspection, a Corrective Action Plan form provided by the inspector, including:

- (1) How the licensee intends to correct each deficiency;
- (2) The date by which each deficiency shall be corrected; and
- (3) What measures will be put in place to ensure that the deficiency does not recur.

(b) The department shall review and accept each CAP that:

- (1) Achieves compliance with RSA 143, RSA 143-A, and Town 1204(He-P 2300);
- (2) Addresses all deficiencies and deficient practices as cited in the inspection report;
- (3) Prevents a new violation of RSA 143, RSA 143-A, or Town 1204(He-P 2300) as a result of the implementation of the CAP; and
- (4) Specifies the date upon which the deficiencies will be corrected.

(c) The department shall verify the implementation of any CAP that has been accepted by:

- (1) Reviewing materials submitted by the licensee;
- (2) Conducting a follow-up inspection; or

- (3) Reviewing compliance during a renewal inspection.
- (d) If the department finds the licensee to be out of compliance with the CAP by the specified completion date at the time of the next inspection, the department shall:
  - (1) Impose applicable fines, in accordance with 1204.6.02(a)(13) (He-P 2306.02(a)(13));
  - (2) Revoke the license in accordance with 1204.6.03(a)(7) (He-P 2306.03(a)(7)); and
  - (3) Deny the application for a renewal of a license, as applicable, in accordance with 1204.4.03(d)(2) (He-P 2304.03(d)(2)).

**1204.5.04 RISK CONTROL PLAN AS PART OF THE CAP 1204.5.03(a)-(d)**

- (a) The Risk Control Plan will be indicated for repeat violations of the:
  - (1) 5 CDC Risk Factors: improper holding temperatures; inadequate cooking; contaminated equipment; food from unsafe sources; and poor personal hygiene and/or
  - (2) 5 Key Public Health Interventions: demonstration of knowledge; employee health; controlling hands as a vehicle of contamination; time and temperature parameters for controlling pathogens; and consumer advisory
- (b) The Risk Control Plan will identify the risk factors, the uncontrolled process step or CCP, the hazard, the critical limit and the corrective action when the critical limits are not met: to establish active managerial control of the identified uncontrolled/repeat hazards.
- (c) The Risk Control Plan delineates what needs to be controlled and how it will be controlled, along with necessary records and responsible personnel. It should also indicate what training is necessary.

**1204.6(PART He-P 2306) ENFORCEMENT ACTIONS**

**1204.6.01(He-P 2306.01) Enforcement Actions and Notice of Right to Appeal.**

- (a) The department shall impose enforcement actions for violations of RSA 143, RSA 143-A, or Town 1204(He-P 2300), including the following:

- (1) Imposing fines upon an applicant, licensee, or unlicensed individual;
- (2) Denying a license application;
- (3) Revoking a license; or
- (4) Immediately closing the food establishment.

(b) When imposing a fine, denying a license application, or revoking a license, the department shall send to the applicant or licensee a written notice that sets forth:

- (1) The action to be taken by the department;
- (2) The reasons for the action, including the identification of each deficiency as applicable; and
- (3) The right of the applicant or licensee to request a hearing in accordance with RSA 541-A, He-C 200, and 1204.6.04 (He-P 2306.04) prior to the enforcement action becoming final.

(c) No ongoing enforcement action shall preclude the imposition of any remedy available to the department under RSA 143, RSA 143-A, RSA 541-A:30, III, or Town 1204(He-P 2300).

1204.6.02(He-P 2306.02) Administrative Fines.

(a) The department shall impose fines as follows:

- (1) For providing false or misleading information on or with an application, in violation of 1204.4.01(a) (He-P 2304.01(a)), 1204.11.01(a) (He-P 2311.01(a)), or 1204.4.12(a) (He-P 2304.12(a)), the fine shall be \$1,000;
- (2) For failure to operate a food establishment only in the manner in which licensed to do so, in violation of 1204.4.02(j) (He-P 2304.02(j)), the fine shall be \$500;
- (3) For failure to cooperate during an inspection of a food establishment, including but not limited to failing to allow department representatives or inspectors to inspect food establishment premises, vehicles, and records at all times, in violation of 1204.5.01 (He-P 2305.01), the fine shall be \$2,000;
- (4) For failure to notify the department by telephone within 24 8 hours of any fire or other disaster that jeopardizes the safety or sanitation of food provided in food establishments, in violation of 1204.6.06(a) (He-P 2306.06(a)), the fine shall be \$250;

- (5) For failure to notify the department pursuant to 1204.4.08(a) (He-P 2304.08(a)) at least ~~30~~ 10 days prior to a food establishment ownership change, the fine shall be \$500;
- (6) For failure to notify the department pursuant to 1204.4.10(a) (He-P 2304.10(a)) at least ~~45~~ 30 days prior to the change of location of a food establishment, the fine shall be \$500;
- (7) For failure to submit a plan for review as required in 1204.4.12(a) (He-P 2304.12(a)), the fine shall be \$300;
- (8) For failure to discard food as required by Food Code 3-701.11, and in the manner instructed to do so by the department, the fine shall be \$500;
- (9) For failure to cease operation upon notification by the department to do so, the fine shall be \$1000. Each day that a license holder fails to cease operation shall be considered a separate offense subject to an additional \$500 fine;
- (10) For failure to cease operation after a license has expired, when an application has been denied, or when a license has been revoked, the fine shall be \$1,000. Each day that a license holder fails to cease operation shall be considered a separate offense subject to an additional \$500 fine;
- (11) For a violation of the same priority item on more than 2 consecutive inspections, the fine shall be \$500;
- (12) For failure to pay an administrative fine within 30 days of its imposition, or within 30 days of the decision to uphold the imposition of a fine that was appealed, the fine shall be \$500. Each day until the expiration of the current license, that a license holder fails to pay such a fine shall be considered a separate offense subject to an additional \$500 fine;
- (13) For a failure to comply with any CAP or Risk Control Plan that has been accepted by the department, the fine shall be \$500;
- (14) For operation of a food service establishment without obtaining a food service license, as required by RSA 143-A:4, the fine shall be \$1,000. Each day that a food establishment operates without a license shall be considered a separate offense subject to an additional \$500 fine;
- (15) For failure to submit a HACCP plan for review if required by the department in accordance with 1204.4.13 (He-P 2304.13), the fine shall be \$500;

(16) For failure to display a valid license, in accordance with 1204.4.02(l) (He-P 2304.02(l)), the fine shall be \$200;

(17) For failure of an a food protection certified applicant, owner, or person in charge to be present at the time of inspection and demonstrate the knowledge required by section 2-102.11 and certification by section 2-102.20 of the Food Code which are pertinent to the risks inherent to the specific food establishment, in violation of 1204.5.01(e) ((He-P 2305.01(e)), the fine shall be \$250; and

(18) For violating a variance approved in accordance with 1204.4.14 (He-P 2304.14), the fine shall be \$500.

(19) For failure to submit a timely renewal application, in violation of He-P 2304.03(b), the fine shall be \$75;

(20) For failure of an exempt or non-exempt homestead food operation to label products in accordance with He-P 2310.01(d) or He-P 2311.04, the fine shall be \$250 per product line;

(21) For failure of a poultry producer or a rabbit producer to comply with training requirements of He-P 2313.02, the fine shall be \$500;

(22) For failure to cooperate during an outbreak investigation in violation of He-P 2313.01, the fine shall be \$500;

(23) For failure to maintain files, for at least 90 days, on the receipt of purchase of uninspected poultry or uninspected rabbits in accordance with RSA 143-A:15, II, the fine shall be \$500; and

(24) For failure to correctly label a menu relative to the sale of uninspected, poultry or uninspected rabbits in accordance with He-P 2314(c), the fine shall be \$500.

(b) Each day that an individual or licensee continues to be in violation of the provisions of RSA 143, RSA 143-A, or Town 1204(He-P 2300) shall constitute a separate violation and shall be fined in accordance with this section.

(c) Payment of any imposed fine to the department shall meet the following requirements:

(1) Payment shall be made in the form of check or money order made payable to the "Town of Exeter" in the exact amount due;



(2) Money order, or certified check shall be required when an applicant or licensee has issued payment to the department by check, and such check was returned for insufficient funds; and

(3) Any payment made to the department by check which is returned for insufficient funds, and which an individual, applicant, or licensee has not made good by submitting money order or certified check within 2 business days of notification by the department, including any penalty assessment allowed by RSA 6:11-a, shall be grounds for revocation of the license.

1204.6.03(He-P 2306.03) Denial or Revocation of a License.

(a) The department shall deny an application or revoke a license if:

(1) The operation of the licensed establishment immediately endangers public health or safety;

(2) An applicant or licensee has failed to pay any applicable fee in accordance with 1204.4.05 (He-P 2304.05) or any administrative fine imposed under 1204.6.02 (He-P 2306.02) or any other court authorized sanction or fee;

(3) An applicant or a licensee has had a check returned to the department for insufficient funds and has not re-submitted the outstanding fee and additional charges in the form of money order or certified check within 2 business days of notification by the department;

(4) After being notified of and given an opportunity to supply missing information, an applicant or licensee fails to submit an application that meets the requirements of 1204.4.02(c) (He-P 2304.02(c));

(5) An applicant, licensee or any representative or employee of the applicant or licensee:

a. Provides false or misleading information to the department;

b. Prevents or interferes, or fails to cooperate with any inspection or investigation conducted by the department; or

c. Fails to provide, upon request, information or documents to the department;

(6) There is a deficiency identified in the inspection report and the applicant or licensee does not either correct it or complete a CAP in accordance with 1204.5.02(b) or (c) (He-P 2305.02(b) or (c));

(7) The licensee fails to implement or continue to implement a CAP that has been accepted by the department in accordance with 1204.5.03(d) (He-P 2305.03(d));

(8) The licensee is cited 2 or more times under RSA 143, RSA 143-A, or Town 1204(He-P 2300) for the same critical/priority violation within the last 12 months or the last 5 inspections;

(9) A licensee has had a license revoked and submits an application during the 3-year prohibition period specified in (b) below; and

(10) A food establishment fails to implement an approved HACCP plan in accordance with 1204.4.13 (He-P 2304.13);

(b) When a food establishment's license has been denied or revoked, the applicant or licensee ~~shall~~ may be prohibited from reapplying for a food establishment license for up to 3 years at a different location, if the enforcement action pertained to their role in the food establishment.

(c) The ~~3-year~~ prohibition period referenced in (b) above shall begin on:

(1) The date of the department's decision to revoke or deny the license, if no request for an administrative hearing is requested or if the request is withdrawn; or

(2) The date a final decision upholding the action of the department is issued, if a request for a hearing is made and a hearing is held.

(d) Notwithstanding (b) and (c) above, the department may consider an application submitted after the decision to revoke or deny becomes final, if the applicant provides proof that circumstances have changed and that the applicant has obtained the requisite degree of knowledge, skills and resources necessary to maintain compliance with the provisions of RSA 143, RSA 143-A, and Town 1204(He-P 2300).

(e) Reapplication for a license after revocation, pursuant to RSA 143-A:6, I, shall require submission of:

(1) A written application for a license to the department, completed in accordance with 1204.4.01 (He-P 2304.01);

(2) A corrective action plan, completed in accordance with 1204.5.03 (He-P 2305.03); and

(3) Written proof that subsequent to the revocation, the person in charge has taken and passed a food safety class that meets the standards of The Conference for Food Protection.

1204.6.04(He-P 2306.04) Request for an Administrative Hearing.

- (a) An applicant or licensee shall have 10 calendar days after receipt of the notice of an enforcement action to request in writing a hearing to contest the action.
- (b) If a written request for a hearing is not received pursuant to (a) above, the applicant or licensee waives his right to a hearing and the action of the department shall become final.
- (c) Hearings under this section shall be conducted in accordance with RSA 541-A and He-C 200.
- (d) For administrative fines, the fines shall be paid to the department no later than 30 days from the receipt of the notice, unless a hearing has been requested.

1204.6.05(He-P 2306.05) Effect of Denial of License Application, Revocation of License, or Expired License.

- (a) Any applicant who has been denied a license or renewal license shall not operate or shall cease operation of the food establishment for which the license or renewal license was denied within 10 calendar days after receipt of the denial notice, unless a timely appeal is submitted.
- (b) If a license is revoked by the department, the food establishment shall cease operation of the food establishment within 10 calendar days after receipt of the revocation notice, unless a timely appeal is submitted.
- (c) If a food establishment is subject to immediate closure as defined in RSA 143:5-a, the food establishment shall immediately cease operation pending reinspection and pursuant to the adjudicative proceedings provisions of RSA 541-A.
- (d) If a license expires without a timely application for renewal having been made, the food establishment shall immediately cease operation of the food establishment.

1204.6.06(He-P 2306.06) Closure.

- (a) A licensee shall immediately discontinue operations and notify the department at 603-773-6132, or if at night or during weekends at 603-772-1212, if an imminent health hazard may exist because of an emergency such as, but not limited to:

- (1) Interruption of water service that lasts for 2 or more hours;
- (2) Whenever a drinking water sample is found to have E.coli bacteria or exceed the MCL for nitrates or nitrites described by 1204.4.06(f) (He-P 2304.06(f));
- (3) A failed sewer system or a sewage backup into the food establishment;
- (4) Interruption of electrical service for 2 or more hours;
- (5) A fire affecting a food establishment;
- (6) Flooding in a food establishment;
- (7) Chemical exposure in a food establishment;
- (8) Any other natural disaster or catastrophic event that could result in contamination of the food supply;
- (9) An employee has been found to be infected with a communicable disease as described in Food Code subparagraph 2-201.11 (A)(2); or
- (10) Any other severe unsanitary conditions that threaten to contaminate the food establishment and its food supply.

(b) A licensee shall not be required to discontinue operations in an area of the food establishment that is unaffected by the imminent health hazard.

(c) If operations are discontinued as specified in (a) above, the licensee shall obtain approval from the department before resuming operations.

(d) The department shall approve the resumption of operations if the imminent health hazard no longer exists or the licensee has offered a plan to mitigate all threats to health and safety

(e) The failure to include other violations, practices, circumstances, or events in this section shall not be construed as a determination that other violations, practices, circumstances, or events are not or shall not be considered an imminent health hazard.

(f) The ~~commissioner's~~(Exeter Health Department's) order of an immediate closure of a food establishment shall be in accordance with the provisions of RSA 143:5-a.

#### 1204.7(PART He-P 2307) EMPLOYEE HEALTH

1204.7.01(He-P 2307.01) Suspected or Confirmed Foodborne Disease Outbreaks.

(a) Pursuant to RSA 141-C:9, II, during a suspected or confirmed foodborne disease outbreak, as determined by the department, all food employees in the implicated food establishment shall submit biological specimens upon department request.

(b) During a suspected or confirmed foodborne disease outbreak, as determined by the department, any food employee who has had any of the symptoms specified in Food Code subparagraph 2-201.11 (A)(1) within the previous 2 weeks shall be excluded from work until the appropriate biological specimens requested by the department under RSA 141-C:9, II, are submitted and found to be negative.

1204.7.02(He-P 2307.02) Reporting by the Person in Charge.

(a) The person in charge shall notify the department as well as the state department's bureau of communicable disease control at 603-271-4496, or if at night or during weekends at 603-271-5300; the person in charge will also notify the Exeter Health Department at 603-773-6132, of a food employee, or a person who applies for a job as a food employee, who is diagnosed with, or suspected of having, an illness or condition specified in Food Code subparagraph 2-201.11 (B), including:

- (1) Jaundiced;
- (2) Norovirus;
- (3) Hepatitis A virus;
- (4) Shigella spp.;
- (5) Enterohemorrhagic or shiga toxin-producing Escherichia coli; or
- (6) Salmonella Typhi.

(b) The person in charge shall report infectious and communicable disease as required by He-P 301 Communicable Disease rules, as applicable.

1204.8(PART He-P 2308) SPECIAL REQUIREMENTS FOR BED AND BREAKFAST FACILITIES

1204.8.01(He-P 2308.01) Application Requirements. Food service establishments applying for a license as a bed and breakfast facility shall comply with all of the application requirements of 1204.4.01 (He-P 2304.01), except that they shall not be required to submit a plan review application as required under 1204.4.01(a)(5)

(He-P 2304.01(a)(5)) and wastewater items as required under 1204.4.01(a)(4) (He-P 2304.01(a)(4) and 1204.4.07(He-P 2304.07)).

1204.8.02(He-P 2308.02) Basic Requirements. A bed and breakfast facility shall comply with 1204.2 through 1204.7 (He-P 2302 through He-P 2307), however the following exceptions to the Food Code shall apply:

- (a) Commercial equipment shall not be required;
- (b) The kitchen shall be equipped with either:
  - (1) A 2-compartment sink; or
  - (2) A residential model dish machine and a one-compartment sink;
- (c) A sink used for food preparation shall not be required to be equipped with an indirect waste line;
- (d) A backflow device shall not be required for kitchen sinks provided with a spray hose;
- (e) Coved base at the juncture of the floor and wall shall not be required;
- (f) Only those bathrooms which open directly into the kitchen or into any hallway leading into the kitchen shall be required to have self-closing doors and mechanical ventilation;
- (g) The kitchen shall not be required to be separated from any living area or sleeping area by complete partitioning or solid, self-closing doors; and
- (h) Laundry facilities shall:
  - (1) Be allowed in the kitchen; and
  - (2) Not be used during processing, preparing, serving, or packaging of foods related to the business.

1204.8.03(He-P 2308.03) Sanitization. Dishes, utensils, and food contact equipment and surfaces shall undergo sanitization as required in Food Code 4-703.11, except that sanitization, if done in the 2 compartment sink, shall occur in the second compartment after the dishes, utensils, and food contact equipment have been rinsed with clean water.

#### 1204.9(PART He-P 2309) SPECIAL REQUIREMENTS FOR FOOD PROCESSING PLANTS

1204.9.01(He-P 2309.01) Application Requirements. Food service establishments applying for a license as a food processing plant shall:

- (a) Comply with all of the application requirements described in 1204.4.01 (He-P 2304.01);
- (b) Submit with their application a list of all food products to be produced in the food processing plant; and
- (c) Submit a HACCP plan as part of the application as required by 1204.4.13 (He-P 2304.13).
- (d) Submit a finished product label with date code.

1204.9.02(He-P 2309.02) Basic Requirements. Food processing plants shall:

- (a) Provide an updated list of food products to the department whenever new products are added;
- (b) If thermally processing and packaging low-acid foods in hermetically sealed containers, comply with applicable federal regulations under the Code of Federal Regulations in 21 CFR 113 and 21 CFR 110;
- (c) If processing acidified foods, comply with applicable federal regulations under Code of Federal Regulations in 21 CFR 114 and 21 CFR 110; and
- (d) Maintain production records and distribution records of all products produced.
- (e) Provide a written recall procedure.

1204.9.03(He-P 2309.03) Food Processing Plant Standards.

- (a) Those food establishments licensed as food processing plants shall be exempt from the requirements of the Food Code and shall instead comply with the requirements in this section.
- (b) All food shall be from an approved source-as defined 1204.1.01(b)(1)(2)(3)
- (c) All food products shall be stored in original containers. If food products are removed from the original container, they shall be stored in labeled and closed containers. Containers shall be of a material that will not cause the food to become adulterated.
- (d) All food shall be in sound condition, free from spoilage, filth, or other contamination, and shall be safe for human consumption.

- (e) All TCS food shall be refrigerated at 41°F or lower, or held at 135°F or higher, to control bacterial growth.
- (f) Food storage facilities shall be kept clean and located to protect food from unsanitary conditions or contamination from any source at all times.
- (g) The floors, walls, ceilings, utensils, machinery, equipment, and supplies in the food preparation area and all vehicles used in the transportation of food shall be kept thoroughly clean.
- (h) All food contact surfaces shall be kept clean and undergo sanitization as frequently as necessary to protect against contamination of food—maximum 4 hour intervals
- (i) All food contact surfaces shall be non-toxic, easy to clean, smooth, nonabsorbent, and free of cracks or open seams. Sanitation shall comply with applicable federal regulations under the Code of Federal Regulations in 21 CFR:110.
- (j) All food shall be protected against insects and rodents at all times. Outside doors, windows, and other openings shall be fitted with screens and self-closing doors, if not otherwise protected. No dogs, cats, or other pets shall be allowed in the room where food is prepared or stored.
- (k) All garbage and refuse shall be kept in containers and removed from the premises regularly to prevent insects and rodents, offensive odors, or health or fire hazards. Garbage and refuse containers shall be durable, easy to clean, insect- and rodent-resistant, and of material that neither leaks nor absorbs liquid.
- (l) Employees shall be free from contagious or communicable diseases, sores, or infected wounds, and shall keep their hair covered and restrained.
- (m) Employees shall keep themselves and their clothing clean. Hands shall be washed as frequently as necessary to maintain good sanitation.
- (n) Employees shall not smoke while handling or preparing food or in food preparation or storage areas.
- (o) All establishments shall have an adequate supply of hot and cold potable water under pressure from an approved source.
- (p) All establishments shall have toilet facilities, which do not open directly into food processing areas, equipped with a hand washing lavatory, complete with hot and cold potable water under pressure and hand soap. A supply of sanitary towels or a hand-drying device providing heated air shall be conveniently located near the hand-washing facility.



- (q) Poisonous or toxic materials shall be stored so they cannot contaminate food, equipment, utensils, linens, and single-service, and single-use articles.
- (r) Hand sinks shall be conveniently located to all food processing areas.
- (s) Adequate lighting shall be provided where food is stored, processed, or examined
- (t) Adequate ventilation shall be provided to eliminate objectionable odors and vapors, including steam and constructed in such a manner as to avoid possible contamination.
- (u) Food processing plants shall comply with all provisions of the state plumbing code as included as part of the state building code defined in RSA 155-A:1, IV, as amended by the Building Code Review Board pursuant to RSA 155-A:10, V.

1204.9.04(He-P 2309.04) Labeling of All Packaged Foods. All packaged food shall bear a label showing:

- (a) The common or usual name of the product;
- (b) The name and address of the manufacturer's, packer's, or distributor's business which shall:
  - (1) In the case of an individual, partnership, or association be the name under which the business is conducted;
  - (2) In the case of a corporation, be the name of the parent corporation; or
  - (3) Where the food is not processed by the person whose name appears on the label, the name on the label shall be qualified by a phrase which reveals the connection such a person has with the food, including but not limited to, "Manufactured for \_\_\_\_\_", "Distributed by \_\_\_\_\_", or any other wording which expresses the facts;
- (c) The ingredients in descending order of predominance by weight; and
- (d) The net weight, volume, or numerical count in both U.S. customary and metric; and
- (e) A product code which includes date of manufacture, container size, and product lot or batch number to aid in a recall of product in case of a public health hazard; and
- (f) Allergen information ie; WHEAT, SOY

(g) Directions as needed; reheat, refrigerate, cook in accordance with section 3-201.11 Ref. CFR of the food code.

1204.9.05(He-P 2309.05) Recall Procedure.

(a) The food processing plant shall develop and maintain on file a written procedure for the recall of their product, including procedures for the notification of the department and consumers and the removal of the product from commerce.

(b) Production and distribution records shall be used to enable location of products if a recall is initiated.

(c) A food processing plant shall recall any product which the food processing plant or the department knows or has reason to believe might adversely affect the health and safety of the public.

(d) A food processing plant that knows that the standard of quality has been violated or has reason to believe that circumstances exist which might adversely affect the safety of the product shall notify the department within 24 hours of learning of the violation or circumstances.

(e) Circumstances in (d) requiring notification shall include, but are not limited to, source contamination, spills, accidents, natural disasters, or breakdowns in treatment processes.

(f) If the department determines that the circumstances present an imminent health hazard and that consumer notification and/or product recall can significantly minimize the threat to health and safety of the public, the department shall advise the food processing plant to initiate a product recall.

(g) In cases of a product recall, the food processing plant shall disseminate notification of the recall to all wholesale and retail outlets to which the product was distributed.

(h) If directed by the department, the food processing plant shall issue notification to consumers who might be affected by the recall using such methods, including the media, as will assure timely notification to the consumers.

1204.10 SPECIAL REQUIREMENTS FOR LEVEL ONE AND LEVEL TWO  
HOMESTEADS PRODUCING FOOD IN A RESIDENTIAL NON  
COMMERCIAL KITCHEN

1204.10.01 Application Requirements.

(a) Food service establishments applying for a license as a level one or level two homestead shall comply with all of the application requirements of 1204.2.04 (He-P 2302.04) except that they shall not be required to submit the plan review application required under 1204.4.01(a)(5) (He-P 2304.01(a)(5)) and wastewater items required under 1204.4.01(a)(4) (He-P 2304.01(a)(4)) and 1204.4.07(He-P 2304.07).

(b) Level One Homestead license holder-offers product only at a farm stand, farmers' market or from the holder's residence/Class H-1 license

(c) Level Two Homestead license holder-may offer product to other food establishments and retail food stores, as well as farmers markets, farm stands, online, or license holder's residence/Class D-4 license

(d) Finished product label

1204.10.02(He-P 2310.02) Approved Products. Only the following food products shall be produced and sold from a homestead:

(a) Baked items, including, but not limited to, breads, rolls, muffins, cookies, brownies, and cakes;

(1) Baked goods integrated with fruits or vegetables (i.e. banana bread, zucchini bread) or other similar baked items require a process review.

(b) Double-crusteD fruit pies;

(c) Candy and fudge;

(d) Packaged dry products, which include, but are not limited to, spices and herbs;

(e) Acid foods, including, but not limited to, vinegars and mustards; and

(f) Jams and jellies-process review required(1204.10.06/He-P 2301.05)

1204.10.03(He-P 2310.03) Prohibited Products. License holders producing food in a homestead shall not produce or sell TCS food, including any food which requires refrigeration.

1204.10.04(He-P 2310.04) Basic Requirements.

(a) Homesteads shall comply with all requirements of Town 1204.9.04(He-P 2309.04) and 1204.9.05(He-P 2309.05) regarding labeling of products and recall of products respectively.

(b) Homesteads shall label each product with the following statement: "This product is made in a residential kitchen". Labels shall contain ingredients list in order, Name and address for identification, ~~as (a) above~~ all ingredients in descending order by weight, net volume weight or count, food allergen information, and product date code.

(c) Level Two Homesteads selling to retail shall also submit:

- (1) Copies of all finished product labels
- (2) A list of sources of all ingredients to be used
- (3) A flow chart describing the manufacturing steps for each product to be made
- (4) A description of how each product is packaged; and
- (5) A description of the records that are maintained during production including but not limited to temperatures and pH readings, where applicable

1204.10.05(He-P 2310.06) Homestead Standards.

He-P 2310.06 no longer exists

(a) Those food establishments licensed as homesteads shall be exempt from the requirements of the Food Code, and shall instead comply with the requirements of 1204.9.03(He-P 2309.03) and the requirements in this section.

(b) Commercial equipment shall not be required.

(c) The kitchen shall be equipped with either:

- (1) A 2-compartment sink; or
- (2) A residential model dish machine and a one-compartment sink.

(d) A sink used for food preparation shall not be required to be equipped with an indirect waste line.

(e) A backflow device shall not be required for kitchen sinks provided with a spray hose.

(f) Coved base at the juncture of the floor and wall shall not be required.

(g) Only those bathrooms which open directly into the kitchen or into any hallway leading into the kitchen shall be required to have self-closing doors and mechanical ventilation.

(h) The kitchen shall not be required to be separated from any living area or sleeping area by complete partitioning or solid, self-closing doors.

(i) Laundry facilities shall:

- (1) Be allowed in the kitchen; and
- (2) Not be used during processing, preparing, serving, or packaging of foods related to the business.

1204.10.06(He-P 2310.05) Process Review Required

(a) Level One or Level Two homesteads producing foods listed in 1204.10.02(f) that do not use recipes approved by the National Center for Home Food Preservation shall comply with the following:

- (1) A process review shall be conducted by a food processing authority on each product prior to its being produced by the license holder. If the food processing authority declares in writing that there are no biological concerns with the food after evaluating the scheduled process, the food shall be allowed to be produced;
- (2) License holders shall keep records of all pHs on file and available for review by the regulatory authority upon request;
- (3) A process review shall be conducted for a product that has been previously tested if the ingredients are altered or the process changes;
- (4) License applicants shall submit process review documentation with the license application in accordance with Town 1204.10.01;
- (5) License holders shall keep all process review information on file and available for review by the regulatory authority upon request.

1204.11(PART He-P 2312) OUT-OF-STATE FOOD PRODUCERS IN RESIDENTIAL, NON-COMMERCIAL KITCHENS

1204.11.01(He-P 2312.01) Registration of Out-of-State Producers in Residential, Non-Commercial Kitchens.

(a) All applicants registering their products in accordance with RSA 143:29 shall submit the following to the department:

- (1) A completed "Application for Registration of Out-of-State Producers in Residential, Non-Commercial Kitchens" (OSPAPP, 01-01-11);
- (2) One of the following:

- a. A copy of a sanitary inspection conducted within the previous 12 months by the regulatory authority with jurisdiction;
- b. A letter from the regulatory authority confirming compliance with local regulations; or
- c. A health certificate for the facility issued within the previous 12 months; and

(3) A fee in the amount of \$25, pursuant to RSA 143:29, payable by check or money order, in the exact amount of the fee made payable to the "Town of Exeter".

(4) A complete list of the products manufactured.

1204.11.02(He-P 2312.02) Processing of Registrations.

(a) The registration application required by 1204.11.01(He-P 2312.01) shall be processed in accordance with RSA 541-A:29.

(b) If the registration application does not contain all of the items required by 1204.11.01(He-P 2312.01), the department shall:

(1) Not process the registration application; and

(2) Notify the registrant in writing that all required items shall be submitted within 30 days in order for the registration application to be processed.

(c) If all the items required by 1204.11.01(He-P 2312.01) are received, the application shall be deemed to be complete.

1204.11.03(He-P 2312.03) Registration Issuance and Duration.

(a) A registration shall be issued if the registration application meets the requirements of 1204.11.01(He-P 2312.01).

(b) All registrations shall remain in effect until the first day of January of the year following issuance unless revoked prior to that date.

(c) Registrations shall not be transferable with respect to persons or locations.

1204.11.04(He-P 2312.04) Denial of Registration Applications. The department shall deny a registration application when the application submitted is incomplete and any information requested in accordance with 1204.11.02(b) ((He-P 2312.02(b)) is not provided.

1204.11.05(He-P 2312.05) Renewal of Registrations.

- (a) Registration applications for renewal of registrations shall be completed as required in 1204.11.01(He-P 2312.01).
- (b) There shall be no fee for renewal of registrations.
- (d) Registration renewal applications shall be processed and issued or denied in accordance with 1204.11.02(He-P 2312.02) through 1204.11.04(He-P 2312.04).

1204.12 TEMPORARY FOOD SERVICE EVENT PERMIT REQUIREMENTS

RSA143-A:3 VIII "Temporary food service establishment means any food service establishment which operates at a fixed location for a temporary period of time not to exceed 2 weeks, in connection with a fair, carnival, circus, public exhibition, or similar transitory gathering"

The event may be held indoors or outdoors. Vendor types may include, but not limited to one selling or offering any prepared, prepackaged potentially hazardous or non-hazardous foods, as well as cooking.

The *Coordinator* of the event must submit a completed *Coordinator's Application* at least one month prior to the event to the Exeter Health Department.

All *vendors* must submit a completed *Temporary Food Service Application* at least 14 days prior to the event to the Exeter Health Department.

*Applications* not received in the Health Department by the deadline date will not be considered for permitting.

Vendor and event requirements may include, but not limited to the following; having a current food service license, commissary agreement, foods from an approved source, hand wash station, ground covering, overhead protection, food thermometers, sanitize solution, hot/cold hold equipment, single service customer items, extra utensils, disposable gloves, garbage and trash disposal. This is not a complete listing.

The Health Department may impose additional requirements to protect against a health hazard related to the conduct of the temporary food service establishment, prohibit the sale of some or all potentially hazardous foods, and when no health hazard will result, may modify requirements of the regulations when warranted.

**1204.13 (PART He-P 2313) POULTRY PRODUCERS AND RABBIT PRODUCERS SELLING POULTRY AND RABBITS TO RESTAURANTS LICENSED UNDER RSA 143-A**

**1204.13.01 (He-P 2313.01) Requirements for Poultry Producers and Rabbit Producers to Sell to Restaurants Licensed Under RSA 143-A.**

Poultry producers and rabbit producers who are exempt from food service licensure under RSA 143-A:5, VIII, but who sell to restaurants licensed under RSA 143-A shall:

- (a) Register with the NH department of agriculture, markets, and food;
- (b) Complete an education course meeting the requirements of He-P 2313.02 at a minimum of every 5 years;
- (c) Maintain production records showing that no more than 1,000 whole poultry or 1,000 rabbits are offered to restaurants within a calendar year;
- (d) Label each poultry and rabbit with the following information:
  - (1) The name of the producer;
  - (2) The address of the producer;
  - (3) The date of slaughter of the poultry or rabbit; and
  - (4) Safe handling instructions as stated in the Food Code Section 3-201.11(F); and
- (e) Provide information to the department during an investigation of a foodborne illness outbreak linked to any poultry or rabbits supplied by the producer.
- (f) Prior to selling poultry or rabbit to restaurants, poultry and rabbit producers who are exempt and meet the requirements of this section shall obtain documentation from the NH department of agriculture, markets, and food that shows:
  - (1) Registration with NH department of agriculture, markets, and food; and
  - (2) Completion of the education course as set forth in He-P 2313.02 below.
- (g) Documentation obtained in (f) shall be presented to any licensed restaurant to demonstrate that the producer has met the requirements of RSA 143-A:16, RSA 143-A:17 and these rules.



**1204.13.02 (He-P 2313.02) Education Requirements for Poultry Producers and Rabbit Producers Exempt from Food Service Licensure.**

(a) Producers shall complete department approved training, offered by UNH Cooperative Extension or another training program which includes training in required slaughtering, processing, packaging, handling, labeling, transportation practices, and any other specific requirements for producers set forth in RSA 143-A:14-16.

(b) Producers shall complete the training in (a) above every 5 years.

(c) A producer shall provide proof of successful completion of the required training to the department of agriculture, markets and food with its registration.

(d) At a minimum, one individual involved in the producer's, operations shall obtain the required training.

(e) The producer shall maintain records of the completed training.

Source. #10867, eff 6-25-15

**1204.14 (PART He-P 2314) REQUIREMENTS FOR RESTAURANTS LICENSED TO SELL RABBIT OR POULTRY EXEMPT FROM INSPECTION**

**He-P 2314.01 Requirements for Restaurants Licensed Under RSA 143-A to Sell Rabbit or Poultry That are Exempt from Inspection Pursuant to RSA 143-A:15.**

(a) Restaurants shall only offer uninspected poultry or rabbits from poultry producers or rabbit producers that meet the requirements of He-P 2313.

(b) Restaurants shall maintain receipts of purchase of uninspected poultry or uninspected rabbits for 90 days, which include the following information:

(1) The date of purchase;

(2) The name of the poultry producer or rabbit producer;

(3) The address of the producer; and

(4) The phone number of the producer.

(c) The restaurant shall label any menu item containing uninspected poultry or uninspected rabbits in font at least 10 point, and in a color that provides clear contrast to the background, and which states the following: "This product has been raised and processed on a New Hampshire farm and is exempt from state and federal inspection."

## APPENDIX

<b>RULE</b>	<b>STATUTE RULE IMPLEMENTS</b>
He-P 2301.01	RSA 143-A; RSA 143-A:3
He-P 2302.01	RSA 143-A:4; RSA 143-A:5; RSA 143-A:12, II
He-P 2302.02	RSA 143-A:5-a
He-P 2303.01	RSA 143-A:9, V
He-P 2304.01	RSA 143-A:6, I, V
He-P 2304.02	RSA 143-A:4, II; RSA 143-A:6, I-V
He-P 2304.03	RSA 143-A:6, I-V
He-P 2304.04	RSA 143-A:9, I; RSA 143-A:12, II
He-P 2304.05	RSA 143-A:6, V; RSA 143-A:9, I-a; RSA 143-A:13, V
He-P 2304.06	RSA 143:3; RSA 143-A:9, V
He-P 2304.07	RSA 143:3; RSA 143-A:9, V
He-P 2304.08	RSA 143-A:6; RSA 143-A:9, V
He-P 2304.09	RSA 143-A:6; RSA 143-A:9, V
He-P 2304.10	RSA 143-A:6; RSA 143-A:9, V
He-P 2304.11	RSA 143-A:6; RSA 143-A:9, V
He-P 2304.12	RSA 143-A:9, V
He-P 2304.13	RSA 143-A:9, V
He-P 2304.14	RSA 143-A:9, V
He P 2304.15	RSA 143-A:9, V
He-P 2305.01	RSA 143:4; RSA 143-A:6
He-P 2305.02	RSA 143:4; RSA 143-A:6
He-P 2305.03	RSA 143:4; RSA 143-A:6
He-P 2306.01	RSA 143:5-a; RSA 143-A:6; RSA 143-A:7; RSA 143-A:9-a, I
He-P 2306.02	RSA 143:7-a; RSA 143-A:10-a
He-P 2306.03	RSA 143-A:6; RSA 143-A:7; RSA 143-A:9-a, I
He-P 2306.04	RSA 143-A:9, IV-c
He-P 2306.05	RSA 143-A:4; RSA 143-A:6; RSA 143-A:11
He-P 2306.06	RSA 143:5-a; RSA 143-A:9, V
He-P 2307.01	RSA 141-C:9, II; RSA 143:5
He-P 2307.02	RSA 141-C:6, III
He-P 2308.01 – He-P 2308.03	RSA 143-A:9, V
He-P 2309.01 – He-P 2309.05	RSA 143-A:9, V
He-P 2310.01 – He-P 2310.05	RSA 143-A:12-13
He-P 2311.01 – He-P 2311.05	RSA 143:29

~~1210 Penalty Removal of this section~~

~~Any person who violates any part of this section, shall be guilty of a violation and shall be punished with a fine of not more than one hundred (\$100) dollars for each offense.~~

**CHAPTER 22**

**2203 Protective Fences around Swimming Pools**

2203.1 The declared intent and purpose of this ordinance is to insure the health and safety of the people of the Town of Exeter.

2203.2 All outdoor artificial pools which have a maximum depth of more than 3 feet when filled to capacity with water shall have a wall, fence or other enclosure having minimum height of 4 feet constructed around the entire pool except elevated pools and surface pools. If the sides of elevated pools and surface pools are higher than 4 feet, then no fence is required.

2203.3 The wall, fence or enclosure shall be constructed so that children will be unable to crawl or pass through to the pool without first using the gate or door to the pool. All gates shall be locked when the pool is unattended.


2203.4 All existing pools must comply with these regulations by May 1, 1972.

**2203.5 Penalty**

Any person, firm or corporation violating any provision of 2203 of this code shall be punished by a fine of not more than \$100 for each day the offense continues.

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen

FROM: Russ Dean, Town Manager 

RE: 109 Portsmouth Avenue – Exeter Sportsmens Club RAP Update

DATE: August 25, 2017

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AECOM has prepared a plan to submit to the NHDES for next phases of the RAP on the Sportsmens Club site on Portsmouth Avenue. The estimate for this work is approximately \$30,000. The timeline proposed for this work begins in 2018 as the Town does not have funds in the 2017 budget for this item.

August 22, 2017

Ms. Amy Doherty  
Hazardous Waste Remediation Bureau  
New Hampshire Department of Environmental Services  
29 Hazen Drive, P.O. Box 95  
Concord, New Hampshire 03302-0095

**RE: 2018 Supplemental Site Characterization  
Scope of Work and Schedule  
Exeter Sportsman's Club  
Waterworks Pond Road, Exeter, New Hampshire  
DES Site #200212050, DES Project #12496**

Dear Ms. Doherty:

On behalf of the Town of Exeter (Town), AECOM Technical Services, Inc. (AECOM) is submitting this Scope of Work and Schedule for the Exeter Sportsman's Club (ESC) located on Waterworks Pond Road. This SOW/Schedule has been prepared based on information obtained during AECOM's meeting with the New Hampshire Department of Environmental Services (NHDES) on May 25, 2017, the NHDES letter of June 5, 2017 and discussions with Town officials. As the NHDES is aware, substantial work has been completed at the site, which includes property owned by the Town and property owned by the North Country Trust also known as the Blanchard family property. To maintain consistency with prior site reports, the Town-owned portion of the site will be referred to as Area 1 or Area 2 while the Blanchard portion of the site is referred to as Area 3.

The Town is proposing a two-phased approach to conducting further assessment activities (Supplemental Site Characterization or SSC) on the site. The first phase of SSC activities will consist of conducting sampling activities that will provide an analytic basis for determining whether there is a need for all or a portion of the second phase of sampling. The proposed scope of work is detailed below and includes Background Information, a description of Phase I SSC Activities, a description of Phase II SSC Activities and a proposed schedule for implementation.

## **Background Information**

Work began on the site when the Town expressed interest in constructing a water treatment plant circa 2002. Initial investigations performed by CDM, Inc. in August 2002 indicated the presence of lead contamination in forested portions of the Town owned property. Subsequent assessment and remediation activities were conducted by URS Corporation (URS), now AECOM. Areas of the open trap range and the abutting property owned by the Blanchard family were assessed for the presence of lead contamination.

In addition, two substantial remediation projects approved by the NHDES have been implemented on the property in 2007 and 2014. In September 2007, AECOM conducted remediation of sediment in a tributary adjacent to the trap range. The reservoir was lowered and impacted sediments were removed to a depth of 18 to 24 inches below the sediment surface. Confirmatory sampling was conducted and the remedial goals were achieved. As part of this remediation, AECOM also installed two check dams in the upper portion of the tributary to limit sediment/soil migration and the potential for recontamination of the lower reach of the tributary. To date it appears that the check dams are working and are keeping lead shot trapped behind the check dams and in the upper reaches of the tributary.

In May 2014, the open portion of the trap range was remediated. Work on this portion of the site included; tree removal, removal of 240 cubic yards of broken clay targets and soil, excavation of up to 15 inches of lead impacted soil, recycling of the lead impacted soil as core material for the construction of a safety berm along the small bore range, and site restoration.

In addition to the assessment and remediation activities discussed above, the Town has periodically sampled groundwater from five monitoring wells installed on the site and in 2016 conducted shallow soil sampling in Area 3. The purpose of the 2016 soil sampling was to confirm concentrations of lead in soil via laboratory analysis and compare them to locations where field screening indicated elevated lead concentrations..

## Proposed Phase I Scope of Work

Phase I activities will focus on collecting additional soil and groundwater data necessary to complete the supplemental site characterization. The results of the Phase I sampling will be used to determine what constituents may need to be analyzed for in Phase II which addresses surface water and sediment sampling.

### Area 2 Surficial Soil Sampling

The NHDES has requested sampling of surficial soils for other trap-range metals (specifically arsenic, antimony, copper and zinc) in the forested portion of the Area 2. Additional site characterization for these metals in soil in Area 2 is needed to determine whether these metals are impacting groundwater and or surface water in the Exeter Reservoir. AECOM will collect and analyze eight soil samples for analysis of total lead, arsenic, antimony, copper and zinc from the Town-owned wooded land behind the trap range (see Figure 1). The forest mat floor will be removed to expose the underlying surface soils. Soil samples will be collected from the 0 to 6 inch depth interval. The soil samples will be manually processed to remove lead shot. One duplicate soil sample will be analyzed for purposes of quality assurance/quality control (QA/QC). The sampling locations will surveyed and plotted on a revised Site Plan.

### Area 3 Surficial Soil Sampling – UCL Area for Lead Only

The surficial soils at Location O-5 (see Figure 1) and the surrounding area will be sampled for lead. In October 2016, lead in the 0 to 6 inch sample exceeded the upper concentration level (UCL) for lead of 4,000 mg/kg. Although the NHDES suggested the soils in this area be removed, AECOM believes the sample results reported for soil contained lead shot, which overstates the actual soil concentration. In lieu of excavation, AECOM proposes to collect four shallow soil samples within 10 feet of sample location O-5 to better assess the extent and nature of the lead impacts. The forest mat floor will be pulled back to expose the underlying surface soils. The sample locations will be staked and sampled for lead 10 feet north, south, east, and west of location O-5. Four soil samples from 0 to 6 inches and one duplicate sample will be collected and analyzed for total lead. The soil samples will be manually processed to remove lead shot. The duplicate soil sample will be analyzed for purposes of quality assurance/quality control (QA/QC). These sampling locations will be surveyed and plotted on the revised Site Plan.

### Area 1 Soil Borings and Area 3 Groundwater Well Installation

One day of drilling will be conducted to install two soil borings and one additional groundwater monitoring well (see Figure 1).

- Soil boring B-1 will be drilled adjacent to and upgradient of monitoring well MW-1 so that a correlation can be established between the constituents present in background soil and groundwater collected from monitoring well MW-1. Monitoring well MW-1 is located outside of the shot fall zone and not able to be depicted on Figure 1. The monitoring well is located approximately 40 feet east of the OSRAM parking lot in a heavily wooded area.
- Soil boring B-4 will be drilled adjacent to and upgradient of monitoring well MW- 4 so that a correlation can be established between the constituents present in trap range soils and groundwater collected from monitoring well MW-4.

- After receiving approval from the land owner, monitoring well MW-6 will be installed in Area 3 east of the trap range at the O-5 location on the Blanchard Property. This well will be located in the area of highest reported lead contamination on the Blanchard Property. MW-6 will be advanced to depth of approximately 15 below ground surface (bgs) or until groundwater is encountered similar to the existing wells MW-1 through MW-5.

Two soil samples will be collected from borings B-1 and B-4 and monitoring well MW-6 at 0 to 6 inches and 10 to 12 feet below ground surface (bgs) and will be analyzed for total lead, arsenic, antimony, zinc and copper. AECOM anticipates that the work can be conducted in one day provided access can be gained without significant tree clearing.

The newly-installed well MW-6 will be surveyed and tied into the existing well network. AECOM will subcontract Millennium Engineering Inc. (Millennium) of Exeter, New Hampshire to obtain reference elevations such that groundwater elevations can be calculated and groundwater flow directions can be evaluated as requested by the NHDES. In addition, Millennium will survey the location and elevation of the safety berm on the small bore range, the tree line and any other improvements to the ESC and update the site plan to depict current site configuration.

#### Areas 1, 2, and 3 Groundwater Sampling

Approximately one to two weeks after the installation of MW-6, AECOM will develop monitoring wells MW-1 (existing well not sampled in May 2017) and MW-6. The wells will be allowed to equilibrate for up to two (2) weeks prior to sampling. After, AECOM will collect groundwater samples from the five existing monitoring wells (MW-1 through MW-5) and MW-6. Groundwater samples will be collected using EPA low-flow sampling techniques and filtered in the field using a 0.45-micron filter and preserved with nitric acid upon collection. The groundwater samples will be submitted to Eastern Analytical for analysis for dissolved lead, antimony, arsenic, copper and zinc. This groundwater data will be used to assess the overall soil leaching of metals into site groundwater and assess whether groundwater meets NHDES Ambient Groundwater Quality Standards (AGQS).

## Proposed Phase II Scope of Work

Upon receipt of the Phase I sampling results, AECOM will review the soil and groundwater data to determine what sediment and surface water samples may be necessary and which constituents would need to be analyzed. If for example, antimony, arsenic, copper, lead or zinc were not detected above the AGQS in groundwater, then these constituent would be dropped from the list of analytes to be analyzed in surface water. Similarly, if the constituents are not detected in soil or ground water, then there would be no need to sample sediment for those constituents. The following presents the Town's approach to surface water and sediment sampling.

#### Surface Water

Surface water locations SW-1, SW-2 and SW-3 were last sampled by URS in August 31, 2006. If dissolved lead, antimony, arsenic, copper and zinc are detected in groundwater monitoring wells MW-2 (Note: MW-1 is representative of background conditions) through MW-6 at concentrations greater than AGQS, then AECOM will sample at surface water locations SW-1, SW-2, SW-3 and a fourth location SW-4 to be located further east of Area 3. Surface water samples will be collected for dissolved metals analysis and hardness for only those constituents detected in ground water. Sample hardness is needed to correctly compare dissolved metals concentrations to the NHDES Water Quality Standards Freshwater Aquatic Life Criteria which is adjusted for hardness-dependent metals. Surface water samples collected for dissolved metals will be field filtered and used to compare dissolved concentrations to the adjusted freshwater acute and chronic criteria. Because the Exeter Reservoir is used as a public drinking water source, total metals concentrations in surface water will also be compared to Water Quality Criteria Protective of Human Health (Water & Fish Consumption and Fisk Consumption only).

## Area 2 Exeter Reservoir and Tributary Sediment Sampling

In Area 2, AECOM will re-sample two previously sampled locations SED-4 (in the reservoir) and SED-3 (in the tributary for lead and arsenic in sediment to confirm that the 2007 tributary remediation has not been impacted by the lead shot emanating from Area 2 and/or the Blanchard Property. *Note: Other metals (antimony, copper and zinc) will only be analyzed for in sediment if concentrations of these other metals are found to be above background or above Soil Remediation Standards (SRS) in upstream soils.*

## Area 3 Tributary on Blanchard Property

As previously mentioned, sediment/soil within the eastern and northern portion of the tributary in Area 3 (Blanchard Property) has not been conducted. Previous sampling stopped at the property line on the eastern edge of Area 2, which abuts Area 3. The NHDES has requested additional soil/sediment sampling on Area 3. AECOM will collect three (3) sediment/soil samples (to be designated SED-7, SED-8, and SED-9). These samples will be collected at 150 to 200foot intervals extending the length of the intermittent stream extending from the Area 2/Area 3 property line for 500 feet to the northern limit of Area 3. It should be noted that the upper reaches of the tributary will be more "soil like" than "sediment like". As such, the soil data will be compared to the NHDES Soil Remediation Standards (SRSs).

## Supplemental Site Characterization Summary Report

AECOM will summarize the results of supplemental site characterization (SSC) activities and analytical results in a report for submittal to the NHDES. The report will include an updated plan showing sampling locations, data tables and laboratory analytical reports provided as appendices to the report. The SSC report will include a summary of our findings for Areas 1, 2 and 3. The report will be stamped by a New Hampshire licensed Professional Geologist or Engineer (PG or PE) and will be submitted electronically as a PDF to the NHDES via the Onestop Data and Information system. AECOM presumes that the NHDES will review and comment on the report.

## Best Management Practices (BMPs)

The ESC has an environmental stewardship program that outlines BMPs to be implemented at the range. The stewardship program requires the ESC to monitor the quantity of lead accumulating in the backstop and recycle it when it becomes necessary. The lead shot in the tributary is not addressed in the stewardship plan however the lead shot trapped behind the two check dams can be removed by hand when the water is not flowing.

## Schedule

The town will be seeking funding from multiple sources to complete the work including the 2018 Exeter Town Meeting. The following is the proposed schedule

<u>Task No.</u>	<u>Proposed Dates</u>
Submittal of Remedial Work Plan with schedule to NHDES	by August 31, 2017
Approval of the SSC Work Plan by NHDES*	by December 31, 2017
Complete sample location identification and conduct survey	April 2018
Supplemental Site Characterization	May through June 2018
SSC Summary Report	July 2018
Lead shot removal from check dams	August 2018
NHDES Review and Approval of the SSC	August/September 2018
RAP Preparation	October/November 2018
NHDES Approval of RAP	December 2018

\*Any changes to the scope of this work plan will have cost implications and need to be included in the 2018 operating budget. As such, NHDES approval of this SOW by December 31, 2017 deadline is critically important for budget estimation purposes and to finish this work in 2018.



At this time it is anticipated that an Activity Use Restriction (AUR) will be able to be implemented as part of the RAP on at least the town-owned portions (Areas 1 and/or 2) of the site. AECOM is aware that future implementation of an AUR on the Blanchard Property portion (Area 3) will need to be agreed to by the property owner. The above proposed schedule for submittal of the final RAP for the site is subject to be revised based upon the findings of the SSC.

If you have any questions, or require additional information, please contact the undersigned at 603-606-4812.

Sincerely,  
**AECOM Technical Services, Inc.**



Gary Garfield, PE LSP  
Principal Engineer



Bettina Eames, PG  
Project Manager



# List for Selectmen's meeting August 28, 2017

## Exemption Recommendation

		Year	Percentage	Amount	
71/119/1	Exeter Day School	2017	20	475.21	1st bill
62/112	Great Bay Kids	2017	20	4,390.48	1st bill
72/218	South East Land Trust	2017	100	4480.48	1st bill
62/112	Great Bay Kids	2016	20	8759.44	
72/218	South East Land Trust	2016	100	8960.98	



# Application for Use of Town Facility

Forms submitted to: Town of Exeter, 10 Front Street, Exeter, NH 03833  
Fax #: 603-777-1514 email: [sriffle@exeternh.gov](mailto:sriffle@exeternh.gov)

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

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

### Representative:

Name: Billie Tooley Address: 755 Banfield Road  
Town/State/Zip: Portsmouth, NH 03801 Phone: 603-436-6111 X.115  
Email: B.Tooley@one-sky-services.org

### Organization:

Name: One Sky Community Services Address: 755 Banfield Road  
Town/State/Zip: Portsmouth, NH 03801 Phone: 603-436-6111

Reservation Details:  
Type of Event/Meeting: Costume Ball for our clients Date: 2/17/18  
Times of Event: 6:30-8:30 PM Times needed for set-up/clean-up: Noon - 9:30 PM  
# of tables: ? # of chairs: ? Will food/beverages be served?  Yes  No  
Tech/ AV Services Needed:  Yes  No Details: live band / will know better after talking to band

**Requirements:**  
**Cleaning Deposit:** A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.  
**Liability Insurance Required:** The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.  
**Rental Fee:** For Town Hall use there is a fee of \$125 per day. A rental fee waiver may be requested in writing.  
**Tech/AV Services:** There is a fee of \$80 an hour for any Tech/AV services needed. Services must be arranged in advance. Email [aswanson@exeternh.gov](mailto:aswanson@exeternh.gov) to coordinate.  
**Keys:** Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.  
Applicant signature: Billie Tooley Date: 2/23/17

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

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



August 21, 2017

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

Whom it concerns:

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

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

Plant Records Clerk

Hi Russ, 8/24/17  
This is for a new  
pole on Ports. Ave.  
in the vicinity of  
Steve's Diner.  
  
Jennifer

PETITION AND POLE LICENSE  
PETITION

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

JT 3559

Date: 7/28/2017

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

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

By: *Francois Lovell*  
RIGHT-OF-WAY DEPARTMENT

UNITIL ENERGY SYSTEMS, INC.

By: *Pat Dyer*

LICENSE

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

ORDERED

Date:

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

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

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

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

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

\_\_\_\_\_  
Selectman

By vote of

\_\_\_\_\_  
Selectman

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

\_\_\_\_\_  
Selectman

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

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

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

Date \_\_\_\_\_



PETITION AND POLE LICENSE  
PETITION

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

JT 3559

Date: 7/28/2017

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

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

By: *Francis Kelly*  
RIGHT-OF-WAY DEPARTMENT

UNITIL ENERGY SYSTEMS, INC.

By: *Pat Oyer*

LICENSE

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

ORDERED

Date:

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

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

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

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

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

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

By vote of

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

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PETITION

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

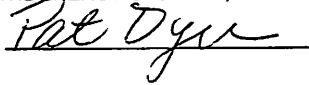
JT 3559

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By:   
RIGHT-OF-WAY DEPARTMENT

UNITIL ENERGY SYSTEMS, INC.

By: 

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\_\_\_\_\_  
Selectman

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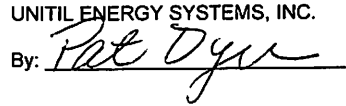
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By:   
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Selectman

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Date \_\_\_\_\_



New Hampshire Department of Revenue Administration  
109 Pleasant Street, Concord, NH 03301

**TECHNICAL INFORMATION RELEASE**  
**TIR 2017-005 Date August 11, 2017**

A Technical Information Release is designed to provide immediate information regarding tax laws administered by the Department or the policy positions of the Department as a service to taxpayers and practitioners. A Technical Information Release represents the position of the Department on the limited issues discussed herein based on current law and Department interpretation. For the current status of any tax law, practitioners and taxpayers should consult the source documents (i.e., Revised Statutes Annotated, Rules, Case Law, Session Laws, etc.). Questions should be directed to Taxpayer Services at (603) 230-5920.

**House Bill 251 – Capital Reserve Fund Appropriations**

The New Hampshire Legislature has passed and Governor Sununu has signed into law House Bill 251 (Chapter 127, Laws of 2017), clarifying that appropriations or transfers to capital reserve funds shall be made by special warrant article.

RSA Chapter 35 permits the creation of capital reserve funds by municipalities for the specific purposes set forth in RSA 35:1.

HB 251 amends RSA 35:5 to clarify that any amounts paid into a capital reserve fund shall be raised and appropriated by special warrant article.

Additionally, HB 251 amends RSA 32 to clarify that appropriations to capital reserve funds are non-lapsing pursuant to RSA 32:7 and non-transferrable pursuant to RSA 32:10, I (d).

Pursuant to RSA 21-J:35, the Commissioner of the Department of Revenue Administration shall examine all appropriations to ensure that they are made in a manner that complies with all relevant laws. Pursuant to RSA 21-J:35, III, if the Commissioner finds that an appropriation has been made in a manner that is inconsistent with the law, the Commissioner shall delete the appropriation.

Please be advised that all appropriations made to capital reserve funds must be made by special warrant article and any appropriations to capital reserve funds not made via special warrant article shall be deleted and shall not be considered when the municipality's tax rate is calculated pursuant to RSA 21-J:35.

Additional information can be obtained by referencing RSA 32 and RSA 35. Questions may be directed to the Department of Revenue Administration's Municipal Bureau at (603) 230-5059.

***Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the N.H. Department of Revenue Administration, 109 Pleasant Street, Concord, NH 03301 or by contacting them at (603) 230-5000.***

## Business Retention & Expansion Program

A healthy local economy and an improved business climate are the goals of the Business Retention and Expansion (BR&E) Visitation program. The program promotes job growth by helping communities identify the concerns and barriers to survival and growth facing local businesses. This approach focuses on existing businesses. Studies show that 40% to 80% of all new jobs are created by existing firms than by new business attraction. Furthermore, business attraction efforts are less likely to be successful if existing businesses are unhappy with the local business climate.

### BR&E Process in 3 Steps

1. **Firm Visits:** Local community leaders receive training on how to conduct the local BR&E Visitation program. After receiving training, *Volunteer Visitors* call on businesses and interview the firm manager or owner. A proven survey tailored to local communities is used for the interviews. The survey pinpoints business needs, concerns and development plans. Individual firm data is kept confidential.
  - a. *Immediate Follow-Up:* A local *Task Force* reviews the survey results and responds to the needs and concerns expressed by businesses. Support from resources within and outside the community becomes mobilized.
2. **Strategic Planning:** University faculty or other experts computerize the information and prepare an initial draft report for the *Task Force*. The report includes data analysis and suggests recommendations for improving the local business climate. The *Task Force* uses this report, its knowledge of the community, and a strategic planning process to develop an action plan.
3. **Implementation:** The action planning process fosters the development of local implementation teams. These teams spearhead efforts to achieve the goals in the action plans. Local businesses and a variety of agencies may be drawn into the process by these teams.

**Timeframe:** The BR&E program will take 2 to 3 years to complete (Year 1-Steps 1-2, Year 2-3-Step 3).

The fee for the Business Retention & Expansion program varies depending on the scope of work. For more information contact:

Andre L. Garron, AICP, Regional Economic Development Specialist  
UNH Cooperative Extension  
204B Nesmith Hall / 131 Main Street  
Durham NH 03824  
Tel: 603 862 5171 or Email: [andre.garron@unh.edu](mailto:andre.garron@unh.edu)  
[www.extension.unh.edu](http://www.extension.unh.edu)

The University of New Hampshire Cooperative Extension is an equal opportunity educator and employer. University of New Hampshire, US Department of Agriculture and N.H. counties cooperating.

# Business Retention & Expansion Strategies (BR&E) Program

## FLOW CHART

