

**Exeter Board of Selectmen Meeting
Monday, February 27th, 2012 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. Regular Session: February 13, 2012
4. Appointments – Heritage Commission, ConCom, River Study Committee
5. Department Reports
6. Discussion/Action Items
 - a. New Business
 - i. Public Hearing: Fire Department Grants
 - ii. Pawnbroker Ordinance
 - iii. Tattoo Ordinance
 - iv. Review Purchase and Sale Agreement: Getty Property
 - b. Old Business-
 - i. Exeter/Stratham Study Update
7. Regular Business
 - a. Bid Openings
 - b. A/P and Payroll Manifests
 - c. Budget Updates
 - d. Tax Abatements & Exemptions
 - e. Water/Sewer Abatements
 - f. Permits
 - g. Legislative Update
 - h. Town Manager's Report
 - i. Selectmen's Committee Reports
 - j. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Matt Quandt, Vice-Chairman
Board of Selectmen

Posted: 2/24/12 Town Office, Town Hall, Town Website, Library

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.

BOARD OF SELECTMAN MINUTES

**DRAFT MINUTES
DRAFT MINUTES**

February 13, 2012

1. Call Meeting to Order

Vice Chairman Matt Quandt convened The Board at 6:45 p.m. in the Wheelwright Room of the Town Office Building. Other members of The Board present were Selectman Frank Ferraro, Selectwoman Julie Gilman, Selectman Don Clement and Town Manager, Russ Dean.

2. Board Interviews: HDC, River Study Committee

The Board interviewed the following residents for spots on various boards and committees. Conservation Commission, Robert and Cynthia Field. River Study Committee, Richard Huber and Heritage Commission, Jamie Lopez. The Board then moved upstairs for their regular business meeting.

3. Public Comment - None

4. Minutes & Proclamations

a. Regular Session: February 6, 2012

Ms. Gilman moves to approve the Minutes for regular session February 6, 2012. Mr. Clement seconds. Vote: Unanimous.

5. Appointments - None

6. Department Reports - None

7. Discussion / Action Items

a. New Business

i. ER Zone Epping Road

Town Planner Sylvia von Aulock comes forward. Mr. Dean summarizes the concept behind adopting the Economic Redevelopment Zone. He explains that The Board recommends the designation of the zone and the State of New Hampshire adopts the zone. The purpose of adopting the zone is to create the incentive of a tax credit for businesses creating jobs in the corridor. Ms. von Aulock, Town Planner presents a detailed power point presentation to explaining the corridor. Her presentation explains how the zone is identified, how it will be designated and then adopted. The presentation also highlights all of the benefits of adopting this zone. The NH Department of Resources and Economic Development (DRED) manages the program. Her presentation explains the requirements of the local businesses to improve the area in order to see those benefits. She feels this type of program would help to foster economic growth. She is confident the Town of Exeter can meet the criteria for this zone and hopes it can help expand the commercial and industrial base, creating jobs. Mr. Clement asks for clarification of the process. The process seems to be that The Board recommends the zone and files the application after the area is defined. The application goes to DRED who makes the final decision. He inquires if DRED has the option to change the defined area? Ms. von Aulock indicates that DRED can change the defined area if they choose to do so. She has had several conversations with Robert Barry. Mr. Barry is in charge of the program. She has provided Mr. Berry with a draft and does not feel as though any problems will arise from the designation of the area. Ms. Gilman reminds The Board that the EDC has reviewed the program and has been advocating for it. The EDC recommends the project. Mr. Ferraro reminds the Board that the Planning Board has also supported this project. Exeter resident, Renee O'Barton comes forward. She wonders if the application can be approved with conditions. Specifically she is concerned DRED may approve the application with the stipulation that the water and sewer problem be resolved prior to the designation. Ms. von Aulock advises the Board that this program is strictly for businesses. The Town is not obligated in any way.

Ms. Gilman moves to support the application and forward it to DRED. Mr. Clement seconds. Vote: Unanimous.

ii. End of Year 2011 Budget Report

Mr. Dean presents the Budget report for 2011 including revenues and expenses. He reminds The Board that the figures are subject to final audit. He reviews the revenue in detail, indicating the revenue at the close of the year was at 105% of the projected amount. Mr. Ferraro seeks clarification regarding the revenue totals. He wonders if it does or does not include the property tax or the water and sewer includes monies associated with accounts that were over billed. Mr. Dean indicates it does not. This is the general fund non-tax revenues, and water and sewer fund revenues are on separate lines. Mr. Dean reviews the expenses in detail, indicating the total expenses for 2011 were in line with what was projected. Not including the warrant articles 97% of the general fund was spent. A short discussion ensues relating to the Town of Exeter employees who participate in the insurance buyout program. A short discussion ensues relating to the expense category relating to Legal Expenses. Mr. Dean offers an explanation of the expense in comparison to the budget. Several factors contributed to the expense exceeding the planned budget including a lawsuit, aggressive tax deeding, deliberative sessions and elections. A short discussion ensues in regard to the deficit in water, and surplus in sewer funds. Mr. Dean explains that the water fund had a few, large unexpected expenses including a new boiler at the water treatment plant that came from reserves. This is included. There were also some manganese issues that required the purchase of more chemicals back in July of 2011 and we spent more in that area as a result. Mr. Dean explains that the overbilling of accounts revenue is included in this report. As the accounts are credited, these funds will be subtracted from the expenses making the surplus smaller. This will appear as a decrease in revenue for the 2012 year-end totals. Mr. Ferraro inquires about the total accounting base for previous years. If several of the previous years fund balances for water and sewer funds were combined, how much would that amount to? Mr. Dean advises he does not have the current figures on hand, but can provide them at a future meeting.

iii. Public Access Agreement

Vice Chairman Quandt reports to the Board that the Cable Advisory Committee met last Thursday. The Agreement between JBC Communications and the Town of Exeter was discussed in detail. The Board sent the agreement, signed by Mr. Dean to the legal representative for the Town of Exeter. He presents The Board with a letter from the Mitchell Group indicating Mr. Dean was within the scope of his authority when he entered into the agreement between JBC Communications and the Town of Exeter. Mr. Ferraro also sought the advice of counsel at the Local Government Center (LGC). He provides the Board with a memo from the LGC indicating that in this circumstance, the Town Manager does not have the authority to enter into the contract without a vote in advance from The Board of Selectmen in favor of entering into that contract. Mr. Ferraro does not feel as though the response received from the Mitchell Group did not address the concern of Article 31, as this contract does not relate to supplies in the general course of business. Vice Chairman Quandt calls for a vote from The Board on the agreement between JBC and The Town of Exeter.

Mr. Clement moves that the Board of Selectman approve the operating agreement between the Town of Exeter and JBC Communications, dated January 17, 2012, and monies be paid of the revolving cable fund in the amount of \$24,000. Ms. Gilman seconds.

Mr. Ferraro reflects upon the Cable Committee Minutes from the recent meeting. He reminds The Board that there are no terms and conditions to this contract. He remembers the Cable Committee asking the Board of Selectman to send this issue back to them and he will not support the approval of this agreement. Mr. Quandt reminds The Board that the service agreement was entered into in good faith and The Board needs to do what it can to honor that. Mr. Ferraro feels the sentiment of the Cable Committee is that they will do nothing else until The Board determines, by a vote if this can be defined as a legal contract or not. The Cable Committee was unable to reach a decision to recommend or not recommend this contract to The Board. Mr. Clement reminds The Board that this contract has been discussed for the previous four or five months. He agrees with Mr. Quandt, The Board needs to honor the commitment that was already made. Mr. Ferraro feels as though the contract was not entered into properly so there is no agreement that Mr. Child's should be working toward. He does not feel the Town is obligated to this contract, as it was not signed with authority. Mr. Dean reads Ms. Spector-Morgan's opinion from the Mitchell Group. He references the fact that Mr. Ferraro left out the Town's purchasing policy adopted by the Selectmen when he asked the LGC attorney for his opinion. It is the purchasing policy that gives the Town Manager the authority to make all purchases under \$25,000. Funds to pay for it need to be approved by the Selectmen. Vice Chairman Quandt calls for the vote.

In Favor; Mr. Clement, Vice Chairman Quandt and Ms. Gilman. Opposed; Mr. Ferraro. Motion Carries.

iv. Retirement Pre-Tax Agreement

Mr. Dean summarizes the agreement reached between the Exeter Police Department and Exeter Fire Department and the Town of Exeter in regard to the retirement contributions. Traditionally, the retirement contributions have been taken from the employee's of the Police and Fire Departments after taxes. The two departments have come to the consensus that they would

like to have the contributions taken before taxes going forward. They have asked that The Board vote on and this decision and forward to the Retirement System for this change to become effective.

Mr. Clement moves that the Vice-Chairman of the Board of Selectman sign the tax shelter form certificate of election as presented by the New Hampshire Retirement System. Ms. Gilman seconds. Vote: Unanimous.

v. Fire Grants

Assistant Fire Chief Berkenbush presents a summary of the two grants available to the Fire Department. The National Association of County and City Health Officials offer a grant of \$5,000. This money would be designated for coordination and recruitment of the corps group. This group is made up of volunteers within the all health hazards region. The second grant is the Assistance to Firefighters grant for \$100,000. The money from this grant would be used to install a sprinkler system throughout the Safety Complex. The grant is for \$95,000 with \$5,000 in matching funds coming from either in kind work or cash. Mr. Dean advises The Board that the grants have now been advertised and can be voted on at the February 27th meeting.

b. Old Business

i. TBD

Mr. Ferraro inquires about the purchase and sales agreement he has previously moved be brought before the Board by Mr. Dean. Mr. Quandt advises him that this issue will go on the agenda in two weeks.

8. Regular Business

a. Bid Openings - None

b. A/P and Payroll Manifests

Mr. Ferraro moves to approve a payroll warrant for checks dated 2/1/2012 in the amount of \$154,780.11. Ms. Gilman seconds. Vote: Unanimous

Mr. Ferraro moves to approve an accounts payable warrant for checks dated 2/10/2012 in the amount of \$200,299.88. Ms. Gilman seconds. Vote: Unanimous

c. Budget Updates - None

d. Tax Abatements & Exemptions - None

e. Water/Sewer Abatements - None

f. Permits

Boy Scout troop 323 applied for a permit to use the Town Hall on March 11, 2012 at 1pm for an Eagle Scout Court of Honor.

Mr. Clement moves to approve the permit. Ms. Gilman Seconds. Vote: Unanimous

g. Legislative Update

NH House Representative Donna Schlachman presents a short description of several bills coming before the House of Representatives over the next several weeks. She brings up a dog licensing bill, a bond bill and a Senate Bill that essentially would create a study committee to look at business conduction. A short discussion ensues relating to the taxation of utility poles. She brings up the point that New Hampshire is the only State that does not tax utility poles, and she feels that utility companies should have to pay a tax on these poles, as they are just as much a representation of a business as any other local business. Mr. Quandt has also been following this bill and he feels that the leadership is committed to approving this bill to reestablish the tax exemption, though he does plan to vote against it.

h. Town Manger's Report

Mr. Dean reports and eviction notice for 29 Hampton Road for The Board to vote upon. Mr. Clement reads the notice of eviction for the record.

Mr. Clement moves to approve and sign the eviction notice. Ms. Gilman seconds. Vote: Unanimous

- i. Mr. Dean reads a letter from a resident from 25 High Street. The letter acknowledged the precision, swiftness and professionalism of the Water and Sewer Department. The road in front of their residence was in need of excavation and repair and the Water and Sewer Department was able to rise to the challenge efficiently and quickly. The resident would like to thank the persons who played a role in the project.

j. Selectmen's Committee Reports

Mr. Ferraro reports a Planning Board meeting from last Thursday.

Ms. Gilman reports that the EDC and HDC meetings were both cancelled. She also reports that the job fair held last week by the Department of Employment Security was a great success. There were more than 40 employers on hand and the foot traffic was generous throughout the day. Ms. Gilman reports a Lunch and Learn at Button Up New Hampshire on February 21st. This is presented by the Coalition for Workforce and will be in regards to How to reduce heating costs. It will be held at Boulders Riverwoods from 11am to 1pm and is open to the public.

Mr. Quandt reports a Cable Advisory Committee meeting last Thursday.

Mr. Clement reports a Conservation Committee meeting tomorrow and a Council of Aging meeting on Thursday. Mr. Clement further reports he attended a Study on Nitrogen at the Seacoast Water Center of Newington where Scotts Company made a presentation. He would like to remind the public that Thursday, February 16, the Department of Public Works will hold a Neighborhood meeting at 6:30 pm regarding the Jady Hill Phases.

k. Correspondence

A letter from the DOT regarding the sale of a state owned property in Exeter. Ms. Gilman advises the Board that the property has been previously considered by the HDC and the historic farmhouse on the property is in deplorable condition. Other members of the Board agree that this purchase is not of interest and will not benefit the Town of Exeter in any way. Mr. Dean will notify the DOT that the Town of Exeter is not interested in purchasing the property.

An invitation to bid on the replacement of the Swasey Parkway and Water Street culvert over Norris Brook in Exeter.

A chain of email correspondence between Resident Brian Grisct and Town Manager, Russ Dean regarding the telephone system currently in use at the Town Office.

A letter from the Board of Directors of the IOKA Theater thanking the EDC for becoming a premiere member.

A letter from Keith Noyes proposing he be allowed to utilize the Town of Exeter Dock to start up a small part time business. The Business would include water tours of the Squamscott River and Great Bay Estuary.

Ms. Gilman would like to see this letter got to the EDC for review. Mr. Clement advises the Board that the dock is small and the current ordinance indicates no commercial craft can utilize the Town Dock. The ordinance was put in place to exclude the commercial crafts for a reason. Mr. Clement proposes a study be done to determine what, if any changes should be made to the ordinance. The Board agrees to have Mr. Dean contact Mr. Noyes. The Board requests that Mr. Noyes prepare a presentation and come before the Board.

A letter from the Department of Revenue regarding the equalization study results. After a question Mr. Dean indicates the Assessor can come in any time and review the figures with the Selectmen.

A letter from the NH Highway Safety Agency regarding the Federal funds available to aid in the purchase of equipment and funding of programs relating to highway safety. It is noted this will be circulated to relevant departments.

9. Review Board Calendar

The Board will meet again on Monday, February 27, 2012 at 7 pm.

10. Non Public Session - None

11. Adjournment

Ms. Gilman moves to Adjourn. Ferraro Seconds. Vote: Unanimous

The Board stood adjourned at 8:52pm

Respectfully Submitted,
Jennifer Pond
Recording Secretary

Appointments
February 27, 2012

Richard Huber – Exeter River Study Committee
Term to Expire: 4/30/12

Robert M. Field – Conservation Commission
Alternate, Term to expire 4/30/13

Cynthia Field – Conservation Commission
Alternate, Term to expire 4/30/14

Jaime Lopez – Heritage Commission
Alternate, Term to expire 4/30/14

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Ken Berkenbush
Exeter Fire Department
20 Court Street
Exeter, New Hampshire 03833-2716

Re: Grant No.EMW-2011-FO-01158

Dear Mr. Berkenbush:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2011 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$100,000.00. The Federal share is 95 percent or \$95,000.00 of the approved amount and your share of the costs is 5 percent or \$5,000.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

A handwritten signature in cursive script that reads "Elizabeth M. Harman".

Elizabeth M. Harman
Assistant Administrator
Grant Programs Directorate

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: Exeter Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2011-FO-01158

AMENDMENT NUMBER:

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Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2011 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2011 Assistance to Firefighters Grant program guidance. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **09-DEC-11 to 08-DEC-12**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$100,000.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$100,000.00

NEGOTIATION COMMENTS IF APPLICABLE

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Ramesa Pitts at Ramesa.Pitts@dhs.gov

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Assistance to Firefighters Grant Program guidance and application kit.

Article VIII - Financial Reporting

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Natalie Romanoff is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Memo

To: Board of Selectmen, Russ Dean Town Manager
From: Assistant Fire Chief Berkenbush
CC: Chief Comeau, File
Date: February 10, 2012
Re: Grant Acceptance

Here is a summary of the two grants that are up for acceptance.

National Association of County and City Health Officials \$5000.00: This grant is for the ongoing development of a Medical Reserve Corp/ Citizen Corp volunteer team within the All Health Hazards Region. This money is to recruit, train, and coordinate the volunteers. This is part of the ongoing process that started with the Boards acceptance of the 2010 All Health Hazards grant from the State of New Hampshire.

Assistance to Fire Fighters Grant \$100,000: This grant was applied for to place an automatic sprinkler system throughout the Public Safety Complex at 20 Court Street. This is for the installation of a water main, automatic sprinkler system and fire alarm up grades. The grant is for \$95,000.00 with \$5,000.00 in matching funds coming from either in kind work or cash.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2011-FO-01158	2. AMENDMENT NO. 0	3. RECIPIENT NO. 02-6000268	4. TYPE OF ACTION AWARD	5. CONTROL NO. W482946N
6. RECIPIENT NAME AND ADDRESS Exeter Fire Department 20 Court St. Exeter New Hampshire, 03833-2716	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Natalie Romanoff	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Ken Berkenbush	PHONE NO. 6037736131	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 09-DEC-11	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:09-DEC-11 To:08-DEC-12	

Budget Period
From:31-OCT-11 To:30-SEP-12

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2012-M1-3007RG-10000000- 4101-D	\$0.00	\$95,000.00	\$95,000.00	\$5,000.00
TOTALS			\$0.00	\$95,000.00	\$95,000.00	\$5,000.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Natalie Romanoff

DATE
05-DEC-11

[Go Back](#)

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Russell Dean, Town Manager
RE: Rationale for Pawnbroker Ordinance
DATE: February 24, 2012

The Police Chief has passed along his rationale for a pawnbroker ordinance in Exeter. Reasons are as follows:

1. It would not impact any current business; it is a proactive approach that ensures a business that opens conducts business in a legitimate manner;
2. Shops across the state where no ordinance is in effect may attract criminals who know they can pawn stolen items without any questions asked;
3. Shops that have no rules may attract a criminal element to the Town and could cause Exeter to have more crimes involving stolen items (perhaps due to drug use) and putting more pressure on Police Department resources;
4. The Exeter Police Department does not have the resources to be constantly watching over the shops or answering inquiries from other Police Departments to follow up on cases;
5. If a pawnbroker establishment opens, with the ordinance in place the Police Department will have the ability to track items that are pawned;
6. Pawnbroker shops if left unregulated can bring organized crime into the picture when shops are operating as places that would launder money.

AMENDMENT TO TOWN ORDINANCE:

Chapter 8 – Commerce Regulations

Add 803

Flea markets
Peddling and soliciting
Sales

803-1. Intent; Authority.

A. The intent of this chapter is to establish a system which fairly and impartially regulates retail transactions of a pawn or secondhand nature for the purpose of identifying stolen property unintentionally received by the regulated parties and detecting regulated parties intentionally transacting business in stolen property.

B. This chapter has been enacted pursuant to the authority granted to the Town of Exeter by New Hampshire RSA 322 and RSA 398.

803-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

PAWNBROKER -- Any person, firm, partnership, or corporation whose business includes any transactions wherein there is the lending of money secured by taking possession of jewelry, wearing apparel, household goods or other personal property, with interest charged thereon, with the right to sell the personal property if it is not redeemed. A person, firm, partnership, or corporation shall be deemed to be a pawnbroker whether the transaction takes the form of a loan by the pawnbroker secured by the property or a sale to the pawnbroker with the right to repurchase within a specified period of time. Pawnbrokers are regulated according to New Hampshire RSA Chapter 398.

SECONDHAND DEALER -- Any person, firm, partnership, or corporation whose business is the retail buying, selling, buy-back, exchanging, dealing in, or dealing with secondhand articles, including but not limited to jewelry, watches, clocks, diamonds or other precious stones or gems, gold, silver, platinum or other precious metals, musical instruments and equipment, cameras, furs, fur coats or other kinds of wearing apparel, collectibles and antiques (excepting furniture and books), home and auto stereo equipment, televisions, video cassette recorders and other electronic equipment, tools computers and computer equipment, firearms, auto accessories, and office and store fixtures and related equipment. Secondhand dealers are regulated according to New Hampshire RSA Chapter 322.

803-3. Exclusions.

Mail order transactions and retail stores that exchange or provide cash or credit for returned articles are excluded from this chapter. Flea markets and yard sales are also excluded and are governed by the Town of Exeter through a separate town ordinance.

803-4. Licensing requirements and procedures.

A. No person, firm, partnership, or corporation shall operate, conduct, or engage in business as a secondhand dealer or pawnbroker unless such person, firm, partnership, or corporation obtains a license from the Town of Exeter through the Board of Selectmen in accordance with New Hampshire RSA 322:1 and 398:5.

B. Applications for licenses for a secondhand dealer or pawnbroker shall be made, in writing, to the Town of Exeter on forms provided by the Town of Exeter. An application fee of \$250 shall be submitted with the application.

(1) The Chief of Police shall cause an investigation to be made of the fitness of the applicant to engage in said business as a secondhand dealer or pawnbroker. This investigation shall be completed within 30 days. Upon conclusion of this investigation, the Chief of Police shall report his findings and forward a recommendation on the application to the Board of Selectmen, through the Town Manager, for disposition of the license.

(2) No such license shall be issued to any person, firm, partnership or corporation who or which has been convicted of receiving stolen property or who or which has repeatedly violated ordinances or statutes of the State of New Hampshire or any other state or territory related to a business license in the State of New Hampshire or any other state or territory. Approval or denial of a license application will be by a majority vote by the Board of Selectmen after a review of all application materials.

C. Upon approval, a numbered license shall be issued and continue in force until April 1 of each year, unless revoked prior to this date.

(1) It shall be the duty of the licensee to display the current license in a conspicuous place within the business where it may be readily observed by the public.

(2) The license shall be issued for a specific location and is not transferable to any other person, firm, partnership, or corporation.

(3) Once per year, on or before April 1, all persons, firms, partnerships, or corporations that operate, conduct, or engage in business as a secondhand dealer or pawnbroker will be responsible for renewing their license information with the Town of Exeter. This renewal will be completed, in writing, on forms provided by the Town of Exeter. Failure to comply with this requirement may result in suspension or revocation of said license.

803-5. List of employees; conformance with rules and regulations

- A. In accordance with section 803-4B (application forms), all secondhand dealers and pawnbrokers must submit a list of personnel that will be employed by the business. In addition to this requirement, it shall be the responsibility of the business owner to notify the Exeter Police Department whenever a new employee is hired by the business. In the case of a new employee, the same information will be requested as per the original application for license.
- B. Each applicant shall agree to conform to all rules and regulations governing such businesses now in effect or as subsequently enacted.

803-6. Prohibited transactions

- A. No pawnbroker, nor any person employed by a pawnbroker, shall directly or indirectly receive in pawn or as security for any loan, transfer, service, undertaking or advantage any aforementioned article from any minor in accordance with New Hampshire RSA 398:2.
- B. No secondhand dealer or pawnbroker, nor any person employed by a secondhand dealer or pawnbroker, shall directly or indirectly purchase any aforementioned article from any person under the age of 18 years old, knowing or having reason to believe him or her to be such, except when said minor is accompanied by a parent or legal guardian, who shall sign the transaction record in person before said dealer in accordance with New Hampshire RSA 322:3.
- C. No secondhand dealer or pawnbroker, nor any person employed by a secondhand dealer or pawnbroker, shall receive in pawn, or as security for any loan, transfer, service, undertaking, or advantage, any property of value from any person in a visible state of intoxication from liquors, drugs, or otherwise or any article of clothing removed from the person at the place of business in accordance with New Hampshire RSA 398:2.

803-7. Records

- A. Every secondhand dealer or pawnbroker, upon the acquisition of any aforementioned article, shall prepare transaction records (written in the English language) upon forms provided by the Town of Exeter. This form shall state the full name, identification number, date of birth, address and other descriptive information of the seller, date of the transaction, a full, accurate, and detailed description (to include make, model, and serial number) of each article, and the monetary amount given for the article, and cause the record to be signed by the seller in person.
- B. Positive identification in the form of a photographic identification shall be required for all transactions and the type of identification used shall be noted on the dealer's records. This record shall be legibly signed by the seller in person. At no time will the pawnbroker or secondhand dealer accept another person's photographic identification for any acquisition. The secondhand dealer or pawnbroker shall attach a photocopy of the identification shown to the transaction record. A photocopy of

the article, if required by the nature or the size of the item, will also be attached to this form. Jewelry, watches, diamonds or other precious stones or gems, gold, silver, platinum or other precious metals or items by virtue of their size shall be photocopied by use of a document copier. All pawn or secondhand deal stores shall be equipped with electronic monitoring/recording equipment that records all public entrances to the building and all transactions being conducted. The equipment shall consist of video or digital imaging of a sufficient resolution and clarity to be easily monitored and reviewed on playback. All stores must keep an archive of video for 60 days.

C. No article so purchased shall be sold, changed, altered in its appearance or otherwise within fourteen days after the purchase thereof, except with the written consent of the Chief of Police, but is no case within 48 hours after the time of purchase. Pawnbrokers shall retain pledged nonperishable articles for at least four months after the date of deposit and perishable articles for one month after the date of deposit.

D. In the case of a pawnbroker, a ticket or coupon shall be given to the pledgor in all cases where any aforementioned article is received in pawn or otherwise for the security of any loan, transfer, service, undertaking, or advantage given to the pledgor. This ticket or coupon shall state the name and address of said pawnbroker, a description of the property or article received in pawn, the monetary value loaned, and the rate of interest established. At the time of making the loan, an identification number shall be attached to the article, and this identification number shall be recorded on the ticket or coupon.

E. Every secondhand dealer and pawnbroker shall retain the original copies of acquisition records in his possession, which, together with any article which is kept or stored in or upon such premises, may be inspected at any time by a duly authorized police officer during regular business hours. All reasonable efforts will be made to avoid disrupting the normal course of business.

F. One copy of all transaction records shall be delivered to the Exeter Police Department as soon as possible, but no later than 72 hours after completion of the transaction. If during any week a pawnbroker or secondhand dealer has not purchased any items, he or she shall make a report of such fact to the Exeter Police Department on or before 10:00 a.m. of the first business day of the following week.

G. All original transaction records shall be kept by said secondhand dealer or pawnbroker for a minimum of two years for purposes of this chapter. State and federal regulations may require longer retention (i.e., Department of Labor, Internal Revenue Service, etc.)

803-8. Removal of articles by Police Officers

- A. If the Exeter Police Department determines that an article is needed for evidence in a criminal investigation, an authorized agent of the Department shall seize that evidence pursuant to applicable criminal procedures. The secondhand dealer or pawnbroker shall be issued a receipt for the article.
- B. Pursuant to New Hampshire RSA 595-A:6, the Exeter Police Department, or an authorized agent of the Exeter Police Department, shall keep seized articles

under the court's direction as long as necessary to permit the article to be used as evidence. At the conclusion of all court proceedings or closure of the police investigation, the Exeter Police Department shall notify, by regular mail at the last known address, the original owner, the secondhand dealer or pawnbroker, and any other know person who may have a lawful interest that the property will be released in 30 calendar days to the original owner, if no other claim is placed on the property.

803-9. Violations and penalties

A. Any violation of this chapter shall be punishable by a fine of not more than \$100 for each offense and/or subject to criminal prosecution under existing New Hampshire laws.

B. The Board of Selectmen may, independently or upon recommendation from the Chief of Police, suspend or revoke said license for any violation of this chapter or reasons it deems to be in the best interest of the community, after a hearing. Offenses which may result in the suspension or revocation of said license include but are not limited to the following:

(1) Violation of any provision of this chapter; or

(2) Violation of any statute of the State of New Hampshire or any other state or territory of the United States relating to the licensed business.

C. Time limits of the suspension or revocation shall be left to the discretion of the Board of Selectmen. Notice of the suspension or revocation will be made, in writing, to the owner(s) of the business.

Signed this _____ day of _____, 2012

Matt Quandt, Vice-Chairman

Frank Ferraro, Clerk

Julie Gilman

Don Clement

Board of Selectmen

Effective Date:



Russ Dean <rdean@town.exeter.nh.us>

Pawn Shops and Second Hand Stores

Richard Kane <rkane@town.exeter.nh.us>

Wed, Feb 15, 2012 at 1:23 PM

To: Russ Dean <rdean@town.exeter.nh.us>

Russ

I would recommend that the new ordinance be under **CHAPTER 8 COMMERCE REGULATIONS** under that chapter it could be placed under section 802 Ordinance to Regulate Vendors, Hawkers, Peddlers, Solicitors, and other itinerant Vendors, and Door-to-Door Solicitations and Canvassing peddling and solicitation

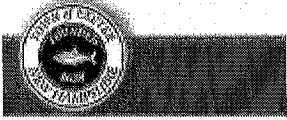
In regards to Don's questions, we stole the wording from towns that have active pawn shops and the ordinance is effective for them. We have spoken to the second hand shops already that Don refers to. Wonderland would not be affected by the ordinance because they don't pawn the items they accept donations.. If I donate something to them I don't get any money from the transaction. Finders Keepers on the avenue would be affected as he will buy items from people that walk into his shop. Let me know where you would like to go from here. If there is no stomach to pass the ordinance we will drop the request.

Thanks

Rich

[Quoted text hidden]

Chief Richard Kane
Exeter Police Department
603-772-1212
rkane@town.exeter.nh.us



Russ Dean <rdean@town.exeter.nh.us>

Pawn Shops and Second Hand Stores

dclement43@comcast.net <dclement43@comcast.net>

Thu, Feb 9, 2012 at 4:17 PM

To: Russ Dean <rdean@town.exeter.nh.us>

Russ, could you also forward this to Chief Kane.

I have noticed that the language of this proposed ordinance is the same as in Plaistow and Pelham.

I fully understand and support the ordinance when it comes to Pawn Shops but I have a couple of questions as to how it will apply to Secondhand shops.

We currently have a couple of seconhand shops in town - Wonderland and the one on Portsmouth Avenue. Does this ordinance apply to them as well?

If so, they would be required to obtain for fee a permit annually from the BOS subject to investigation and recommendation by the Chief of Police.

That means that these shops would have to record each transaction and require proof of identification of the seller.

What if an individual is donating the item?

A few years ago, when my Mom went into the Nursing Home, I donated all of her furnishings to Wonderland. Does this mean that if this ordinance was in effect, full and detailed transactions would have had to take place?

Wonderland does a lot for the community by providing easy to afford items to the public.

Will this ordinance make it difficult to continue this practice?

As we proceed with the public hearings on this ordinance, I hope we will get comments and input from the Secondhand Dealers.

Memo

To: Board of Selectmen, Russ Dean Town Manager
From: Assistant Fire Chief Berkenbush
CC: Chief Comeau, Judy Jervis Deputy Health Officer, File
Date: February 22, 2012
Re: Health Ordinances

Please see the attached Health Ordinance for Tattooing. If you have any questions or recommend changes please feel free to pass them along. I felt that while we were updating ordinances that the one for massage therapy should be removed. The State of NH regulates and licenses them, not the Town. This ordinance is no longer in use and should be removed. I have attached a copy of the ordinance for your review.

AMEND CHAPTER 12 HEALTH REGULATIONS – EXETER TOWN ORDINANCES

Add:

Chapter 1206

Health Ordinance

Tattoo and Body Modification Regulations

Statutory Authorization: Pursuant to NH RSA 147:1, allowing Town Health Officers the authority to make regulations relating to public health, as in their judgment which are necessary to protect public health and safety.

The purpose of this ordinance is to protect the safety, health and welfare of the general public and not to protect the personal or property interests of individuals.

Tattoo Ordinance:

1. **Tattooing** shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
2. **Branding** shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
3. **Permanent make-up** shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
4. **Body Piercing** shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
5. **Body Modification** including but not limited to dermal implants, gauging, tongue splitting, scarification or removal/modification of body parts shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
6. **Exemptions**
 - A. These regulations shall not apply to physicians licensed to practice medicine in New Hampshire and those they directly supervise as part of their practice.
 - B. These regulations shall not apply to those novelty or jewelry stores in the business of ear piercing with the use of a piercing gun. These establishments shall use proper procedures and sanitization practices as required by OSHA (Occupational Safety and Health Administration) regulations. These establishments shall be prohibited from performing body piercing at other sites except ears.

Penalty: NH RSA 639:3, Endangering the welfare of a child or incompetent is a violation considered a misdemeanor.

Signed this _____ day of _____, 2012

Exeter Board of Selectmen

Matt Quandt, Acting Chairman

Frank Ferraro, Clerk

Don Clement

Julie D. Gilman

Effective Date: _____

First reading: 2/27/12

CHAPTER 12 HEALTH REGULATIONS

1201 Protective Fences around Swimming Pools

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

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.
- q. 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, chiroprodists, 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).

1210 Penalty

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.



CREDERE ASSOCIATES, LLC

776 Main Street
Westbrook, Maine 04092
Phone: 207-828-1272
Fax: 207-887-1051

February 3, 2012

Mr. Russ Dean
Town Manager
Town of Exeter
10 Front Street
Exeter, NH 03833-2792

RE: **PRELIMINARY ENVIRONMENTAL REVIEW**
Court Street Getty – 14 Court Street, Exeter, NH

Dear Mr. Dean:

The Court Street Getty station (the Site) is a vacant gasoline service station located at 14 Court Street in Exeter, NH. It is our understanding that the Town of Exeter has a purchase and sale agreement to acquire the Site and the Town has asked Credere to conduct a preliminary environmental review of available environmental information regarding the Site. It is our understanding that more comprehensive environmental due diligence work will be completed at a later date prior to acquisition.

In this regard, Credere Associates, LLC (Credere) has conducted a preliminary environmental review consisting of a review of on-line files available in New Hampshire Department of Environmental Service's (NHDES's) OneStop Database for the Site. Please note that this review is preliminary in nature and should not be considered adequate for environmental due diligence purposes as a Phase I Environmental Site Assessment would be required to qualify for liability protections. An ASTM International 1527-05 compliant Phase I ESA would be necessary if you seek the *bonafide prospective purchaser* liability protection afforded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

While the OneStop database does not include some older NHDES records, all active project records are generally accessible via this database. Several previous reports and records were available at the NHDES OneStop Database regarding the Site. Based on information contained in the most recent *October 2011 Ground Water Monitoring Data Transmittal and 2011 Annual Summary Report* completed by GeoInsight for the Site dated November 14, 2011, the following provides a brief summary of the current environmental status of the site:

- In July 1993, diesel fuel and gasoline impacted soil was encountered during excavation and maintenance work at the site.
- In October 1994, a 4,000 gallon diesel fuel underground storage tank (UST) was removed from the Site and two additional 4,000-gallon gasoline USTs were discovered and subsequently abandoned in

CREDERE ASSOCIATES, LLC



place. ***Please note that these two gasoline tanks are still closed in place on the property and would be required to be addressed if excavation for future buildings or utilities were to occur in the tank area.***

- Subsequently numerous subsurface investigations were completed at the Site since 1997 which determined that releases from both the diesel fuel and gasoline USTs impacted soil and groundwater at the Site including the presence of light non-aqueous phase liquids (NAPL, or gasoline free product).
- Several phases of remediation occurred at the Site including free product recovery for gasoline, excavation of impacted soils, installation of a soil vapor extraction system (SVE) and in-situ chemical oxidation. ***To our knowledge, no future remediation is currently planned for the site at this time.***
- The remaining two 10,000-gallon gasoline USTs were removed from the Site in 2006.
- Currently, semi-annual groundwater monitoring is being performed at the site under a groundwater management permit (GMP) which the groundwater management zone includes the property boundary. ***This groundwater management permit expires June 7, 2012.***
- Contaminants historically detected in groundwater at the Site include benzene, toluene, ethylbenzene, xylene, MTBE, 1,2,4-trimethylbenzene, and 1,3,5-trimethylbenzene (which are typical constituents of gasoline). The levels of groundwater contamination have been consistently decreasing. During the most recent March and October 2011 groundwater monitoring events, only benzene was detected during the March 2011 sampling event in exceedance of New Hampshire Ambient Groundwater Quality Standards (AGQS). No other compounds were detected in groundwater in exceedance of AGQS in the March event and no compounds were detected in groundwater in exceedance of AGQS in the October event. ***This is favorable from an acquisition perspective and we would expect that groundwater concentrations will continue to decrease over time, assuming there is no continued source of contamination at the Site.***
- Geolnsight concluded that *"given the current dissolved petroleum constituent concentrations, it is anticipated that future monitoring efforts will be minimal. Since VOC concentrations in the Site wells currently meet AGQS, Geolnsight recommends completing a spring 2012 sampling event in accordance with the GMP. If petroleum constituents meet AGQSs for a second consecutive event, Site closure will be recommended."*

The above investigations have been completed through the New Hampshire Petroleum Leaking Underground Storage Tank (LUST) fund which provides reimbursement of all approved investigation and remediation required at the Site by NHDES (minus a deductible). The maximum limit of coverage is \$1,500,000. To date, about \$269,000 has been provided in coverage by the State.

Based on the above information, it appears that groundwater contamination at the site has been decreasing and additional remediation does not appear to be necessary. In addition, if groundwater is within the AGQS during the upcoming March 2012 sampling event, then regulatory closure can be recommended. If contamination is detected in groundwater in exceedance of AGQS during the March 2012 sampling event, then continued semiannual monitoring will likely be required. However, we would not anticipate that additional petroleum remediation to be required at the site.



Mr. Russ Dean
February 3, 2012
Page 3 of 3

Recognizing that the groundwater management permit expires in June 2012, continued groundwater monitoring would require the renewal of the permit. We would expect the terms of the renewed permit to be similar to the existing permit. The cost for the permit renewal and additional semiannual groundwater monitoring (as well as any future remediation, if required) can continue to be reimbursed through the NH Petroleum LUST Fund. Therefore, financial liability for the existing petroleum contamination at the Site is limited.

If you should have any questions pertaining to this review, please contact me at rpatten@crederellc.com or 207-828-1272, extension 39.

Very truly yours,
Creder Associates, LLC



Rip Patten, PE LEED-AP, LSP

Cc: Theresa Walker, Rockingham Planning Commission

P:\11001123 2010 RPC Haz Grant\WORKING FILES\Court St Getty Exeter\Credere Preliminary Environmental Review - Court St Getty Exeter 02-03-12.doc



City/Town	NHDES Site No.	Site/Location Name	Project Type	Start Date	Current Responsible Party	Project Category	Cleanup Costs	
EPSOM	199010010	FORMER AGWAY PETROLEUM	LUST	Oct 15, 1990	YAWGA ENERGY PRODUCTS LLC	GM	\$821,118	
	199010010	FORMER AGWAY PETROLEUM	LAST	Apr 5, 1993	YAWGA ENERGY PRODUCTS, LL	GM	\$92,369	
	199104002	GREEN VALLEY 55258 FRM GETTY	LUST	Mar 28, 1991	GETTY PROPERTIES CORPORATI	GM	\$152,953	
	199210019	EVANS EXPRESSMART	LUST	Oct 21, 1992	EVANS GROUP INC	RA-H	\$298,903	
	200111006	EPSOM VILLAGE DISTRICT - WATER	ETHER	Mar 24, 2005	UNKNOWN		\$3,525	
	200910028	HECK RESIDENCE	OPUF	Oct 6, 2009	JOYCE HECK	IR	\$7,484	
	EPSOM TOTAL:						\$1,376,352	
	ERROL	199312044	EAMES GARAGE	LUST	Nov 22, 1993	ELSIE HALL	SI	\$56,901
		199901007	GREAT NORTH WOODS ONE STOP IN	LUST	Oct 6, 1998	GREAT NORTHERN ONE-STOP IN	RA-H	\$309,931
		199902066	ERROL GENERAL STORE	LUST	Oct 18, 2006	ROBERT OUELLET	SI	\$51,134
ERROL TOTAL:						\$417,967		
EXETER		198406019	TEXACO SERVICE STATION	LUST	Jul 1, 1987	CHEVRON ENVIRONMENTAL MAN	GM	\$77,149
	198406020	ROBERT MOORE PROPERTY	LUST	Feb 15, 1999	ROBERT MOORE	RA-H	\$299,477	
	198706022	PAWLAK PROPERTY (FRM PETRO ST	LUST	Apr 30, 1987	DR. WILFRED S. PAWLAK	GM	\$337,355	
	198903035	MAIN STREET MOBIL	LUST	Jan 3, 1989	DOWNEAST ENERGY	GM	\$122,191	
	199002001	MOBIL 10538	LUST	Aug 29, 1989	GLOBAL MONTELO GROUP COR	RA-H	\$105,271	
	199309038	EXETER SUNOCO	LUST	Sep 24, 1993	ARANCO OIL COMPANY INC	GM	\$176,790	
	199311002	FORMER FLYNNS CAR WASH	LUST	Oct 25, 1993	SEABROOK ONE STOP, INC.	GM	\$166,818	
	199402006	GETTY STATION 55259	LUST	Feb 7, 1994	GETTY PROPERTIES CORP	RA	\$267,061	
	199409072	EXETER PETROLEUM	LUST	Aug 12, 1994	NEW ENGLAND PETROELUM LP	GM	\$101,423	
	199609017	WENTWORTH LUMBER	ETHER	Jun 19, 2008	UNKNOWN	SI	\$8,297	
	199809029	DEPARTMENT OF PUBLIC WORKS	LUST	Sep 7, 1998	TOWN OF EXETER/ DEPT. OF PUB	SI	\$225,028	
	200309107	CAPTAIN'S WAY MTBE DETECTION	ETHER	Sep 28, 2003	UNKNOWN	RA		
	200506041	EXETER HIGH SCHOOL	ETHER	Feb 5, 2007	UNKNOWN			
	EXETER TOTAL:						\$1,886,859	
	FARMINGTON	198705014	TEXTRON AUTOMOTIVE COMPANY	LUST	Jun 1, 1985	COLLINS & AIKMAN	GM	\$10,582
		198904024	FARMINGTON GULF	OPUF	Feb 27, 2009	HA MAPES	GM-H	\$71,922
		199901031	A J CAMERON SOD FARM	LUST	Jan 3, 1999	A. J. CAMERON SOD FARMS, INC.	GM	\$91,576
		200212026	LARRY TRASK	OPUF	Dec 7, 2002	LARRY TRASK	GM	\$28,022
		200902046	ROBERT DOWNS RESIDENCE	OPUF	Feb 8, 2009	ROBERT DOWNS	GM	\$11,983
		200903052	STEVENS RESIDENCE	OPUF	Mar 16, 2009	CARRY STEVENS	IR-H	\$214,084
FARMINGTON TOTAL:						\$214,084		
FITZWILLIAM	200511075	FORMER NICKS USED CARS AND AUT	ETHER	Sep 21, 2005	CAR GUYZ AUTO RECYCLERS	RA	\$132,417	
	FITZWILLIAM TOTAL:						\$132,417	

CONTRACT OF SALE

#55259

This CONTRACT OF SALE (the "Contract") is made as of the 3rd day of January, 2012, between LEEMILT'S PETROLEUM, INC., a New York corporation, having a place of business at 125 Jericho Turnpike, Suite 103, Jericho, New York 11753, ("Seller"), who agrees to sell, and the TOWN OF EXETER, a New Hampshire municipal corporation, with an address at 10 Front Street, Exeter, New Hampshire 03833, ("Purchaser"), who agrees to buy:

Premises. The property, including all buildings and improvements thereon (the "Premises"), more fully described on a separate page marked Schedule A, and also known as:

Street Address: 14 Court Street
Exeter, New Hampshire

Tax Map Designation: Map 72
Lot 129

Together with Seller's interest, if any, in streets in front of or adjoining the Premises to the center line thereof.

Personal Property. The sale also includes all fixtures attached to or used in connection with the Premises and any articles of personal property owned by Seller and located at the Premises, each and all in their "AS IS" "WHERE IS" condition.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration and the within covenants, the parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant and agree as follows:

1. Purchase Price. The purchase price ("Purchase Price") for the Premises is Forty-Nine Thousand and No/Dollars (\$49,000.00), payable as follows:

(a) Upon execution of this Contract, a non-refundable deposit (the "Deposit") in the amount of Five Thousand and No/Dollars (\$5,000.00) (by check subject to collection), shall be paid to Seller, which amount shall be held by Seller in accordance with this Contract. At Closing, Purchaser shall pay to Seller Forty-Four Thousand and No/Dollars (\$44,000.00), representing the balance of the Purchase Price.

(b) The Parties agree that the Purchase Price being paid is exclusively on and for the realty and improvements and no portion thereof is for items of personalty.

2. Acceptable Funds. All money payable under this Contract unless otherwise specified, shall be either:

(a) Cash, but not over One Thousand Dollars (\$1,000.00).

(b) Wire transfer of immediately available funds, good certified check of Purchaser, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of Seller or Seller's intermediary, as directed by Seller prior to Closing.

(c) Money other than the Purchase Price, payable to Seller at Closing, may be by check of Purchaser up to the amount of Five Hundred Dollars (\$500.00), or

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

3. "Subject to" Provisions. The Premises are to be transferred subject to:

(a) Laws and governmental regulations that affect the use and maintenance of the Premises, provided that they are not violated by the buildings and improvements erected on the Premises;

(b) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(c) Any state of facts an accurate survey may show, provided the same does not render title uninsurable;

(d) Covenants, restrictions, easements and utility agreements, if any, of record, provided that the same do not prohibit the present structures on the Premises and the continued use thereof;

(e) The lien of any unpaid franchise or corporation tax or estate tax with respect to any corporation or individual in the chain of title, provided the title insurance company insuring the Purchaser's title to the Premises shall insure against the collection thereof out of the Premises;

(f) Standard printed exceptions contained in the form of title insurance policy then issued by said title insurance company insuring the Purchaser's title to the Premises; and

(g) Any other lien or encumbrance which does not render title unmarketable or as to which the Purchaser's title company will insure against collection out of or enforcement against the Premises.

4. Title Company Approval. Seller shall give and Purchaser shall accept such title as any licensed, reputable title company will be willing to approve and insure in accordance with its standard form of title policy, subject only to the matters provided for in this Contract.

5. Objections to Title. Purchaser agrees to deliver to Seller's attorney within a reasonable time prior to Closing, a written list of any title objections which may appear on Purchaser's title examination which objections are not in compliance with the requirements of this Contract together with a copy of the title report and any underlying documentation with respect to such title. If any objections cannot be cleared by the Seller by the time set for the Closing of title, then the Seller, at its option, shall be entitled to a reasonable adjournment for the purpose of removing such objections. Any attempts by Seller to cure an objection shall not be construed as an admission by Seller that such objection is one which would give Purchaser the right to cancel this Contract. Seller shall neither be obligated to bring any litigation to clear title or to expend more than \$10,000 in the aggregate in fees, costs or expenses to clear title. If title can only be cleared by litigation or by the expenditure of more than \$10,000, then, in either case, Seller may elect to cancel this Contract and shall refund to Purchaser the Deposit paid under this Contract.

6. Closing Defined, Form of Deed and Deliveries; Due Diligence; Closing Conditions.

(a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this Contract, including the payment of the Purchase Price to Seller, and the delivery to Purchaser of a special warranty deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the Premises, free of all encumbrances except as herein stated.

(b) Seller shall provide such documentation and corporate authorization as may be required by the title company for Seller to convey title to the Premises to Purchaser. If Purchaser is a corporation or a limited liability company, at or prior to Closing, Purchaser shall provide to Seller the following documents: (i) Board of Directors or Members Resolution authorizing the execution and delivery of this Contract and acceptance of the Deed; (ii) a copy of Purchaser's Certificate or Articles of Incorporation or Formation; and (iii) a current Certificate of Good Standing from the Secretary of State of the state of incorporation or formation, or for a newly created entity, a copy of the paid filing receipt from the Secretary of State of the state of incorporation or formation.

(c) Purchaser's obligation to close under this Contract shall be contingent upon Purchaser securing a vote of approval at the March 13, 2012 Exeter Town Meeting authorizing the purchase of the Premises by the Purchaser pursuant to the terms of this Contract (such purchase, the "Transaction"). Following March 13, 2012, Purchaser may terminate this Contract if the vote at the Town Meeting does not approve the Transaction, by delivering to Seller a written notice to such effect no later than March 16, 2012 (the "Termination Notice"). In the event Purchaser timely

delivers to Seller the Termination Notice, this Contract shall be deemed null and void and Purchaser. If Purchaser shall fail to deliver timely the Termination Notice, then Purchaser shall be obligated to close and purchase the Premises in accordance with the terms and conditions as set forth herein.

7. Closing Date and Place. Closing shall be an escrow closing via the mail on March 29, 2012 (the "Scheduled Closing Date"). Time shall be of the essence as to the Scheduled Closing Date. Seller shall have the right to extend the Scheduled Closing Date upon notice to Purchaser in order to satisfy any matter with respect to the title of the Premises.

If the Scheduled Closing Date has not occurred within seventy-five (75) days from the date of this Contract, and such delay was not caused by Seller's breach of this Contract, then from and after such date, Purchaser shall be solely responsible to pay all real estate taxes payable with respect to the Premises.

The Premises are currently subject to a claim of possession by a former tenant ("Former Tenant") whose lease affecting the Premises is considered by Seller to have been terminated. In the event that Former Tenant has not vacated the Premises by the Scheduled Closing Date, Seller shall have the right to extend the Scheduled Closing Date for an additional ninety (90) days ("Dispossess Period") by written notice to Purchaser prior to the Scheduled Closing Date so that Seller can seek to dispossess Former Tenant from the Premises. If Seller is unsuccessful in its efforts to dispossess Former Tenant from the Premises by the expiration of the Dispossess Period, then (i) either Purchaser or Seller may terminate the Contract by written notice to the other within ten (10) business days following the expiration of the Dispossess Period and in such event Purchaser shall have no recourse against Seller other than to receive the return of the Deposit paid hereunder, or (ii) if the notice described in subsection (i) hereof is not timely delivered, the Dispossess Period shall automatically be extended for an additional sixty (60) days. If Seller is unsuccessful in its efforts to dispossess Former Tenant prior to the expiration of such additional 60-day period this Contract shall automatically terminate (unless the parties agree to further extend the Scheduled Closing Date) and Purchaser shall have no recourse against Seller other than to receive the return of the Deposit paid hereunder. If Seller has dispossessed Former Tenant prior to the expiration of the Dispossess Period (as same may have been extended pursuant to subsection (ii) above) then the parties shall be obligated to close hereunder within thirty (30) days from the date Seller gives Purchaser written notice that Seller has successfully dispossessed Former Tenant, time being of the essence with respect to the obligations of the parties to close thirty (30) days following such notice.

8. Broker. Purchaser hereby represents and warrants that Purchaser has not dealt with any broker in connection with this sale. In the event that any claim is made for any broker's commission as a result of acts or actions of Purchaser with respect to the within transaction, Purchaser, its successors and assigns, shall defend, indemnify and hold Seller

harmless from and against any and all such claims (including, without limitation, reasonable attorneys' fees, costs and disbursements) without any charge or cost to Seller. The provisions of this paragraph shall survive the Closing and the delivery of the deed.

9. Streets and Unpaid Awards. This sale includes all of Seller's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Premises to the center line thereof. This sale excepts and reserves any right of Seller to any unpaid award outstanding as of the date hereof by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway.

10. Compliance with the State and Municipal Department Violations and Orders.

(a) Seller will comply with all written notices of violations of law, municipal ordinances, orders or requirements (but excluding environmental laws, rules or regulations, compliance with which is addressed elsewhere in this Contract) issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the Premises at the date hereof. The Premises shall be transferred free of such violations at Closing and this provision shall survive Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

(b) Notwithstanding the foregoing, in the event that there are written notices of violations of law, municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Departments having jurisdiction, against or affecting the Premises at the date hereof, the cost of removal of which would exceed the sum of \$1,000.00, then the Seller shall have the following options:

- (i) removing the same in accordance with the provisions of this Contract;
or
- (ii) refusing to remove the same.

In the event that the Seller refuses to remove the same, then the Purchaser shall have the following options:

- (x) taking title subject to such violations, in which event the Purchaser shall receive an aggregate allowance of up to \$1,000.00 in reduction of the Purchase Price; or
- (y) Canceling this Contract, in which event, upon repayment of the Deposit paid by Purchaser to Seller under this Contract, each of the parties shall be fully released from any further liability hereunder.

11. Installment Assessments. If at the time of Closing the Premises are affected by an assessment which is or may become payable in annual installments, Seller shall be responsible for any installments due on or before Closing and Purchaser shall be responsible for all installments due from and after Closing.
12. Apportionments. Taxes, water charges and sewer rents applicable to the Premises shall be apportioned as of midnight of the day before the day of Closing on the basis of the fiscal period for which assessed. If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation. Any errors or omissions in computing apportionments at Closing shall be corrected in good faith by the parties, and payments promptly made accordingly, as soon as such errors are identified. This provision shall survive Closing.
13. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser, as an adjustment of the Purchase Price, the amount of any unpaid taxes, assessments, water charges and sewer rents, that are the obligation of Seller as described above, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.
14. Use of Purchase Price to Pay Encumbrances. If there is anything else affecting the sale which Seller is obligated to pay and discharge at Closing, Seller may use any portion of the balance of the Purchase Price to discharge it. As an alternative Seller may deposit the money with the title insurance company engaged by Purchaser required by it to assure its discharge, but only if the title insurance company will insure Purchaser's title clear of the matter. Upon request, made within a reasonable time before Closing, the Purchaser agrees to provide separate certified checks as requested to assist in clearing up these matters.
15. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver to Purchaser's title insurance company a satisfactory detailed affidavit at Closing showing that they are not against Seller (or if they are against Seller, either satisfy the same at or prior to Closing or elect to cancel this Contract and refund to Purchaser the Deposit).
16. Deed Transfer and Recording Taxes. At Closing, Seller and Purchaser shall share equally the cost of any applicable transfer tax payable by reason of the delivery or recording of the deed (if any). Purchaser shall be responsible for all of its own recording charges with respect to a mortgage or any other financing, closing costs and title insurance fees.
17. Seller's Offer. Seller specifically reserves the right, anytime prior to Seller's execution and delivery to Purchaser or Purchaser's attorney of this proposed Contract, to withdraw Seller's offer to sell the Premises.

18. Seller's Inability to Convey - Limitation of Liability.

(a) If Seller is unable to transfer title to Purchaser in accordance with this Contract, Seller's sole liability shall be to refund the Deposit paid by Purchaser to Seller under this Contract. Upon such refund and payment this Contract shall be considered canceled, and neither Seller nor Purchaser shall have any further rights against the other.

(b) If the Seller is not able to transfer title or possession of the Premises to Purchaser because all or a material portion of the Premises is taken by a governmental authority as a result of an eminent domain or condemnation action; then, and in such event, Purchaser and Seller shall each have the right to cancel this Contract and Purchaser shall have no recourse against Seller other than to receive the return of the Deposit paid hereunder. In the event an immaterial portion of the Premises is taken by a governmental authority as a result of an eminent domain or condemnation action, Purchaser shall be obligated to close and purchase the Premises in accordance with the terms of this Contract and Purchaser shall receive the entire award with respect to such immaterial condemnation. In the event of a material loss or material damage to the Premises prior to Closing by reason of fire or other casualty, Purchaser and Seller shall each have the right to cancel this Contract and Purchaser shall have no recourse against Seller other than to receive the return of the Deposit paid hereunder. Purchaser shall have no right to receive any reduction to the Purchase Price or right to receive insurance proceeds from Seller's insurer, if any, with respect to loss or damage referred to in the foregoing sentence.

19. Condition of Property.

(a) Purchaser represents that except as set forth below in this paragraph 19, Purchaser has inspected and examined the Premises and is familiar with the physical condition thereof and is purchasing the Premises and any personalty covered by this Contract "AS IS" "WHERE IS" at the time of Closing of title. This Contract, as written, contains all the terms of the agreement entered into between the parties, and Purchaser acknowledges that Seller has made no representations or warranties, is unwilling to make any representations or warranties and held out no inducements to Purchaser, other than those herein expressed, and Seller is not liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information pertaining to the Premises as to the physical condition, income, expense, operation, or to what use the Premises can be applied, including, but not limited to, any matter or thing affecting or relating to the Premises, except as herein specifically set forth. Seller shall not be responsible or liable for any agreement, condition or stipulation relating to or affecting the physical condition of the Premises, which is being purchased in its "AS-IS, WHERE-IS" state and condition. Seller is not liable or bound in any manner by

any verbal or written statements, representations, real estate broker's "set-ups" or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth herein. This provision shall survive Closing.

(b) Purchaser acknowledges that the Premises has been used as a retail gasoline service station including the storage, sale, transfer and distribution of fuels and other petroleum products containing hydrocarbons and that there may be hazardous substances in connection therewith on and under the Premises. All known underground storage tanks and related piping have been removed from the Premises in accordance with all applicable laws, rules and regulations. Seller has delivered to Purchaser a copy of the most recent report with respect to the environmental condition of the Premises, which report is attached hereto and made a part hereof as Exhibit A. The environmental condition set forth in such report shall be deemed the "Baseline Condition" with respect to the Premises. If required by applicable law, Seller agrees to remediate or cause its former tenant to remediate the Baseline Condition in accordance with all applicable environmental laws, rules and regulations. Notwithstanding the foregoing, Purchaser shall be responsible, at its sole cost and expense, for the removal and disposal of any and all contaminated soil discovered by Purchaser in connection with Purchaser's development of the Premises, construction of a retail convenience store and/or installation of underground storage tanks and related piping ("Soil Removal and Disposal") (such disposal to be by low level thermal desorption), whether or not such contaminated soil may be alleged to be a part of the Baseline Condition. Further, the Soil Removal and Disposal shall be carried out by Purchaser in accordance with applicable laws and Purchaser hereby indemnifies Seller from any claims, liabilities, losses and damages (including, without limitation, reasonable attorneys' fees, costs and disbursements) arising from Purchaser's failure to properly conduct the Soil Removal and Disposal.

(c) If the Closing shall occur prior to completion of remediation or other environmental-related activities by Seller or its former tenant, Purchaser hereby grants to Seller and its former tenant, and their respective agents, a license to access the Premises for such purposes. Seller's obligations under this Section 19 shall terminate upon the earlier of the following (i) when Seller or its former tenant receives a no further action letter or similar notice or acknowledgment ("NFA") from applicable governing authorities or their agents advising that no further remediation or monitoring is required under applicable environmental laws, rules and regulations, or (ii) twelve months after the date of Seller's written request to applicable governing authorities for an NFA, submitted together with materials documenting that "clean up" standards under applicable environmental laws, rules and regulations with respect to the Baseline Condition have been attained, when applicable governing authorities have been unresponsive to Seller's request for an NFA. Notwithstanding anything in this Contract to the contrary, in the event that there is an increase in hazardous substances in excess of the Baseline Condition,

Purchaser shall be responsible for any and all additional costs associated with such increase and hereby indemnifies Seller from any claims, liabilities, losses and damages (including, without limitation, reasonable attorneys' fees, costs and disbursements) arising from same. Seller shall have no liability or responsibility for any contamination caused by Purchaser, its agents, employees, successors or assigns.

(d) Purchaser shall have the right to inspect the Premises prior to Closing. The provisions of this paragraph 19 shall survive the Closing.

20. "AS IS" Condition. Except as specifically set forth in Paragraph 19(b) hereof, Purchaser is purchasing the Premises in its "AS IS" "WHERE IS" condition and Purchaser shall assume all responsibility and liability with respect to the condition of the Premises and shall comply with all environmental laws, rules and regulations. Except as specifically set forth in Paragraph 19(b) hereof, Purchaser shall defend, indemnify and hold Seller and its parent and affiliated companies harmless from and against all costs, claims, damages or liabilities (including, without limitation, reasonable attorneys' fees, costs and disbursements) relating to environmental contamination on or under the Premises and from Purchaser's failure to comply with or to remediate the Premises in accordance with all applicable laws, rules and regulations. Purchaser acknowledges that the Premises has been used as a retail gasoline service station including the storage, sale, transfer and distribution of fuels and other petroleum products containing hydrocarbons and that there may be hazardous substances in connection therewith on and under the Premises. The provisions of this paragraph shall survive the Closing of title hereunder. The foregoing obligations and indemnity of Purchaser shall be deemed a covenant running with the land and shall be restated in the Deed conveying the Premises to Purchaser.

21. Restrictive Covenant. Purchaser agrees that the Premises shall not be used, in whole or in part, (i) as an automobile service station, petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form, or other petroleum or petroleum-related products customarily associated with service stations, or (ii) for a period of thirty (30) years following the date hereof, for residences of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing homes or similar geriatric facilities, child care, playground or recreational area, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, or the construction or installation of any water wells for drinking or food processing. These covenants and use restrictions shall bind Purchaser, its successors and assigns and the Premises itself, and shall be deemed covenants running with the land and each portion thereof and shall be set forth in the deed conveying the Premises to Purchaser.

22. Miscellaneous.

(a) Changes Must be in Writing. This Contract may not be changed or canceled except in writing. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract, and to make such other amendments to this Contract as are reasonably necessary to consummate the sale and as are customary in the profession. All such amendments must be in writing and signed by both attorneys and the parties.

(b) Singular Also Means Plural. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

(c) Waiver. No waiver by any party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

(d) Unenforceability. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(e) Assignment. This Contract may not be assigned by Purchaser without the written consent of Seller. Subject to the foregoing, this Contract shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and assigns of the respective parties.

(f) Governing Law. This Contract shall be governed by the laws of the State of New Hampshire.

(g) Captions. The captions and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract nor the intent of any provision thereof.

23. Intentionally omitted.

24. Full Performance. It is specifically understood and agreed that this Contract is a single, indivisible Contract, and that the delivery and acceptance of the deed shall be considered full compliance with all of the terms of this Contract by Seller, and none of the terms shall survive the delivery and acceptance of the deed, except those provisions which this Contract expressly states shall survive such delivery.

25. Notices. In the absence of specific instructions contained herein to the contrary, all notices, offers and other communications pursuant to, authorized by, required or provided for under this Contract, without implying the obligation to provide any such notice or other communication, shall be in writing and shall be delivered personally, or by a recognized

overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to Purchaser:

Town of Exeter
10 Front Street
Exeter, New Hampshire 03833
Attention: Russell Dean, Town Manager
Email: rdean@town.exeter.nh.us

With a copy to:

Mitchell Municipal Group, P.A.
25 Beacon Street East
Laconia, New Hampshire 03246
Facsimile: (603) 524-0745
Email: walter@mitchellmunigroup.com

If to Seller:

125 Jericho Turnpike, Suite 103
Jericho, New York 11753
Attention: Joshua Dicker
Facsimile: (516) 478-5490
E-mail: jdicker@gettyrealty.com

With a copy to:

Farrell Fritz, P.C.
100 Motor Parkway, Suite 138
Hauppauge, NY 11788
Attention: Toni Hoverkamp, Esq.
Facsimile: (631) 367-0794
E-mail: thoverkamp@farrellfritz.com

Any notice given by mail shall be deemed given when deposited in the U.S. mail. Any notice given by overnight courier service shall be deemed given when deposited with such service. In all cases a courtesy copy via facsimile or e-mail shall also be provided (which

courtesy transmission shall not be considered notice).

Notwithstanding the foregoing, originals of this Contract executed by Purchaser and the Deposit should be sent to the address set forth above for Seller to the attention of Mr. Chuck Levy.

26. Purchaser's Default. In the event of any default by Purchaser of its obligations under this Contract, including but not limited to its obligations to close in accordance with this Contract, Seller may retain as liquidated damages the Deposit received by Seller, it being agreed that Seller's damages in case of Purchaser's default might be extremely difficult, if not impossible, to ascertain and that the Deposit constitutes a fair and reasonable amount of damages under the circumstances. Upon such default by Purchaser and such election by Seller, neither Purchaser nor Seller shall have any further obligations, liability or right under this Contract and this Contract shall be deemed terminated and of no further force or effect and Seller may then retain or sell the Premises to anyone of its choosing, as Seller sees fit, without obligation to Purchaser. This, in no way, shall be construed as a penalty clause.

27. Entire Agreement. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this Contract.

28. OFAC Certification. Purchaser hereby certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Purchaser hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification. This provision shall survive the Closing and the delivery of the deed to the Premises.

29. Counterparts. This Contract may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. Signatures transmitted by facsimile or PDF transmission shall be deemed valid and binding as originals.

30. Tax Deferred Exchange Agreement. Seller may elect to close this transaction as a tax free exchange under Section 1031 of the Internal Revenue Code, provided Seller gives Purchaser written notice of Seller's intention to effect a "like kind" exchange not later than three (3) days prior to the Closing. Purchaser will cooperate with Seller in connection with

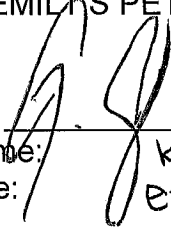
such "like kind" exchange transaction and will execute such documents and take such other actions as are reasonably requested, provided that (a) Purchaser is not required to contract for the purchase of, take title to, or cause any conveyance of the exchanged real estate; (b) Purchaser shall make no representations or warranties concerning whether the transaction will qualify for "like kind" exchange treatment which is solely Seller's responsibility; and (c) Purchaser shall not incur any cost or liability in connection with the exchanged real estate or the "like kind" exchange transaction. Seller shall be required to consummate the transaction contemplated by this Contract on the Closing date hereunder irrespective of Seller's ability to affect a "like kind" exchange. Seller's obligation to close the sale of the Premises to Purchaser is not conditioned upon Seller's ability to effect a "like kind" exchange. If Seller desires to effect a "like kind" exchange but is unable to arrange for same for the Closing, Seller shall have the right to cause the sale of the Premises to be made at Closing so as to enable a delayed "like kind" exchange, in which event, Seller shall sell and convey the Premises to Purchaser and Purchaser shall enter into an escrow arrangement (arranged by the Seller at Seller's cost) for the disposition of the proceeds of the Closing with an escrow agent reasonably satisfactory to Seller, subject to the above limitations, and cooperate reasonably by the execution of documents and taking such other reasonable actions enabling a transaction enabling Seller to consummate a delayed exchange of like kind properties. Seller agrees that any tax free exchange shall be conducted without additional costs to Purchaser, and all participation by any escrow agent or Purchaser's attorneys in the exchange shall be at Seller's expense.

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IN WITNESS WHEREOF, Seller and Purchaser intending to be legally bound hereby have executed this Contract as of the date first written above.

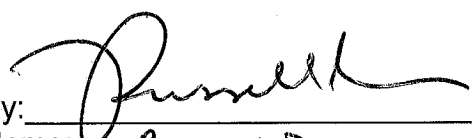
Seller:

LEEMILT'S PETROLEUM, INC.

By: 
Name: Kevin Shea
Title: Executive Vice President

Purchaser:

TOWN OF EXETER

By: 
Name: Russell Dean
Title: Town Manager

SCHEDULE A

APPENDIX A

Parcel 1: A certain tract of land with the buildings thereon, situated at the corner of Court Street at Bow Street in Exeter, Rockingham County, State of New Hampshire, bounded and described as follows:

Commencing at a point on the easterly side of Court Street at Bow Street and at said corner; thence running easterly on said Bow Street sixty feet and six inches (60' 6") to an iron post at the corner of land now or formerly of William G. Beesley; thence turning and running southerly along land of said Beesley on a course parallel with and eleven feet and five inches (11' 5") westerly of the foundation of the building on the land of said Beesley, fifty-four feet (54') to an iron post at the corner of land now or formerly of Elmer Stevens; thence turning and running westerly along land of said Stevens fifty-nine feet and three inches (59' 3") to Court Street; thence northerly along said Court Street fifty-three feet and one inch (53' 1") to bound begun at.

Being the same premises conveyed by Tavern Oil Company, Inc. to J. R. Sousa & Sons, Inc. by deed dated June 29, 1967 recorded in Rockingham County Registry of Deeds at Book 1866, Page 9.

Parcel 2: A certain tract of land, with the buildings thereon, situated on Bow Street, in Exeter, in the County of Rockingham, and State of New Hampshire, and bounded and described as follows:

Commencing on said Bow Street at a point three (3) feet easterly from the annex to the shop formerly of Alvin M. Vroom, and thence running easterly on said Street to land formerly of William E. Peters; thence southerly on land formerly of said Peters to land formerly of E.P. Robinson, now of one Stevens; thence westerly by said Stevens land to a point three (3) feet easterly from the southeasterly corner of said annex; thence northerly in a straight line parallel to and three (3) feet distant from said Annex to point of beginning.

Being the same premises conveyed by William G. Beesley and Gertrude M. Beesley to J.R. Sousa & Sons dated July 31, 1968 recorded in Rockingham County Registry of Deeds at Book 1928, Page 409.

EXHIBIT A

From: RCatalan@gettyrealty.com

Date: December 28, 2011 11:58:32 AM EST

To: rdean@town.exeter.nh.us

Cc: KKozora@GETTYREALTY.COM

Subject: Exeter Getty site

Russ -

I've read articles that indicate that the Town will have trouble buying the property as we agreed upon. Also note that I've had offers from residents looking to buy the property (quick close, all cash) for the \$49,000 that the Town is considering. I would like to move ahead with the Town's offer, but will be forced to consider other offers if the Town is unable to close the deal. Please let me know your timetable to get the contract executed and subsequently close this deal.

Thanks,

Rich

Richard Catalan

Northern Group Asset Manager

Getty Realty Corp.

PO BOX 223

Fiskeville, RI 02823

Tel [\(401\) 828-0675](tel:(401)828-0675)

e-mail: rcatalan@gettyrealty.com

<https://mail.google.com/mail/?ui=2&ik=f8bc95984c&view=pt&search=inb...> 1/31/2012

List for Selectmen's meeting February 27, 2012

Elderly Exemption

Map/Lot	Location	Amount
104/79/18	18 Exeter River Landing	183,751
64/105/93	93 Hayes MH Park	152,251
104/80/1	103A Linden Street	183,751
55/31	2 Michael Ave.	183,751
54/4/107	50 Brookside Dr M3	236,251
32/12/11	20 Beech Hill Lot 11	183,751

Veteran's Credit

Map/Lot	Location	Amount
63/251	81 Main Street	500.00
104/79/103	103 Exeter River Landing	500.00
15/1	20 Birch Road	500.00

Disability Exemption

Map/Lot	Location	Amount
95/64/257	16 Peach Street	125,000

Abatements

Map/Lot	Location	Refund
62/58	46 Brentwood Rad	1,746.85
64/30	11 Summer Street	3,349.60
61/22	100 Brentwood Road	1,208.38
95/67/1	2 Winslow Dr	1,519.33
95/67/2	4 Winslow Dr	1,519.33
95/79/1	2 Squire Way	1,514.27
95/79/2	4 Squire Way	1,519.33
95/79/3	6 Squire Way	1,574.94
95/79/4	8 Squire Way	1,516.80
95/79/5	10 Squire Way	1,516.80
95/79/6	9 Squire Way	1,676.06
95/79/7	7 Squire Way	1,610.34
95/79/8	5 Squire Way	1,519.33
95/79/9	3 Squire Way	1,529.44
95/79/10	1 Squire Way	1,582.53
95/79/11	8 Winslow Dr	1,516.80
95/79/12	10 Winslow Dr	1,514.27
95/79/13	12 Winslow Dr	1,676.06
95/79/14	14 Winslow Dr	1,630.56
95/79/15	15 Winslow Dr	1,610.34
95/79/16	13 Winslow Dr	1,537.02
95/79/17	11 Winslow Dr	1,514.27
95/79/18	9 Winslow Dr	1,580.00
95/79/19	7 Winslow Dr	1,537.02
95/79/20	5 Winslow Dr	1,516.80
95/79/21	3 Winslow Dr	1,592.64
95/79/22	1 Winslow Dr	1,524.38
74/79,76 & 75/5	26,38 & 25 Ernest Ave U5	Denial
74/79/1 & 3	38 Ernest Ave U 1&3	Denial
90/33/1	1 Wright Lane	781.15

TOWN OF EXETER, NEW HAMPSHIRE

10 Front Street Exeter, NH 03833

Phone: 778-0591 Fax: 772-4709

Application for Use of Town Facility (incomplete applications will not be accepted)

Facility Requested: Wheelwright Room ___ Nowak Room ___ Bandstand ___
Town Hall Main Floor [checked] Town Hall with stage use [checked] (if possible)

APPLICATION DATE: 7/21/12 * Also outside of TH

APPLICANT INFORMATION:

Name: ~~MARGARET~~ Helen Perrier Street: 13 Salem St

Town/State/Zip: Exeter Phone: 773-6106 Cell: _____

ORGANIZATION INFORMATION:

Name: EAGFWC Street: PO Box 24

Town/State/Zip: Exeter Phone: 773-6106

RESERVATION INFORMATION:

Type of Event/Meeting: Craft Fair (day use) * Date: 7/21/12

Time of Event: 2-4 PM # of tables: _____ # of chairs: _____

For Town Hall use only: Is set-up/breakdown needed? NO If yes, you must contact Kevin Smart, Maintenance Superintendent at 773-6162 in advance of your event.

List materials being used for this event: tables - will set up

Are you serving food/beverages? YES Description: outside - water / drinks / soda

REQUIREMENTS:

* Note Town Hall will be used at Night by Dover Play group

CLEANING DEPOSIT: A cleaning deposit of \$100 is required of any user serving food or beverages. If the Town agrees after use that the building was cleaned in a totally acceptable manner, the deposit fee will be returned to user. No food allowed in Main Hall of Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20amps. 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 and the Town of Exeter must be listed as additional insured.

RENTAL FEE: for Town Hall use is \$75.00 per day, a payment of \$250 may be required for use of main floor & stage for more than a single day. You may request a waiver of the rental fee in writing.

KEYS: If you need to access a town building after normal business hours, you need to sign-out a key for that facility at the Reception desk at the Town Office during normal business hours up to 24 hours before your event (with the exception of Sunday events). There is no other option for obtaining a key to a facility except at the Town Office during normal business hours.

Applicant please sign below acknowledging receipt of and agreement to all rules, regulations & requirements pertaining to use of a town facility

Applicant Signature: Helen Perrier Date: 7/18/12

As authorized by the Board of Selectmen/Designee:

Board of Selectmen/Designee Date: _____



Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833

Faxed #: 603-772-4709 or emailed: townmgr@town.exeter.nh.us

Facility Requested: Town Hall (Main Floor) Town Hall Stage Bandstand

Representative Information:

EXETER RIVER STUDY COMM.

Name: MIMI BECKER Address: 15 COMCH RD

Town/State/Zip: EXETER NH 03833 Phone: 603-778-0061

Email: mimilarsenbecker@comcast.net Date of Application: 2-23-12

Organization Information:

TOWN OF

Name: EXETER RIVER STUDY COMM Address: EX. TOWN OFFICES

Town/State/Zip: _____ Phone: _____

Reservation Information:

PUBLIC MEETING

Type of Event/Meeting: EXETER RIVER DAM REMOVAL FEASIBILITY STUDY Date: APR 18, 2012

Times of Event: ACCESS @ 6:00 PM # of tables: 6 # of chairs: 100

List materials being used for this event: CATV (MEETING TAPED) MICS, PODIUM, PROJECTOR, SCREEN
SIGN IN TABLES + CHAIRS

Will food/beverages be served? NO Description: _____

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 acceptably cleaned, the deposit fee will be returned to 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 \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

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.

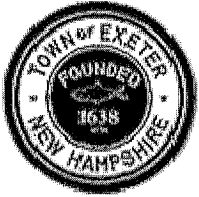
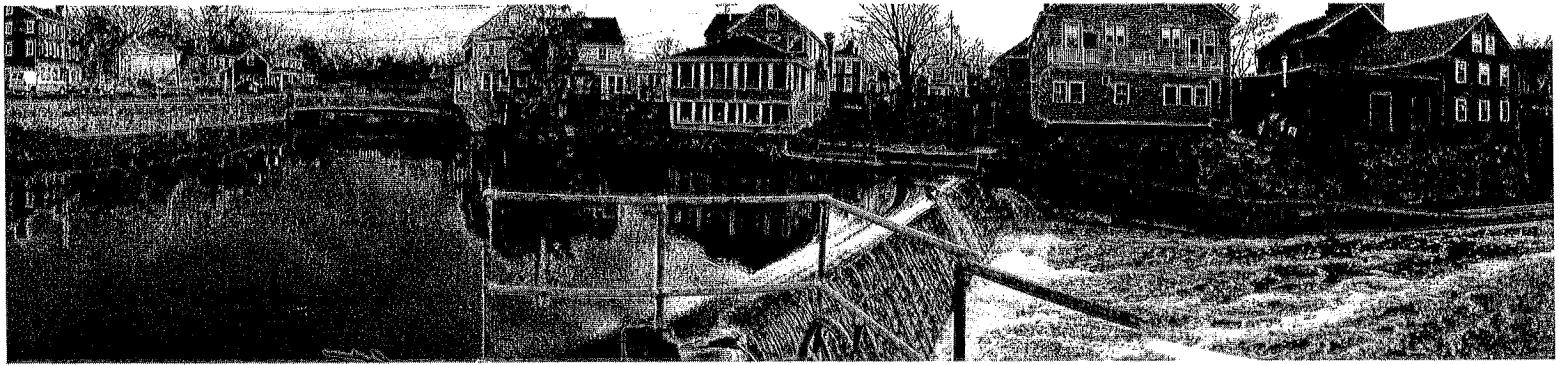
Applicant signature: Mimi Becker Date: 2-23-2012

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

Office Use Only:

Liability Insurance: On file In-process Will receive by _____

Fee: Paid Will pay by _____ Non-profit fee waiver requested



SAVE THE DATE

Public Meeting

Great Dam Removal Feasibility and Impact Analysis

Wednesday, April 18, 2012, 7:00 – 9:30 PM

Exeter Town Hall, 9 Front Street, Exeter

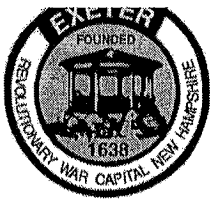
You may know that the Great Dam on the Exeter River in the center of Exeter does not meet dam safety standards - options for its modification or removal have been under consideration for several years. As part of the on-going evaluation of alternatives for the Great Dam, the Town of Exeter and its partners are working with a consulting team to complete a thorough analysis of the dam removal option.

To ensure public input during the feasibility and impact analysis, the Town is holding this meeting to keep the public informed of the progress of the study and to address related questions and concerns. This is the second of three meetings related to the study and will provide an overview of progress to date including preliminary findings. This meeting is also an opportunity for the public to provide input on historical resources under Section 106 of the National Historic Preservation Act.

Meeting Agenda

- **Exeter's Approach to the Study**
Paul Vlasich, PE, Exeter Town Engineer
- **Presentation: Study Progress and Preliminary Findings**
Peter J. Walker & Rita Walsh, VHB
- **Public Comments & Questions**
Mimi Becker, PhD, Facilitator, Exeter River Working Group

We hope that you will be able to attend. Public participation is critical to ensuring that the feasibility study will be thorough, accurate and responsive to the community's needs. If you have any questions or require any information, don't hesitate to contact Paul Vlasich at (603) 773-6160 or pvlasich@town.exeter.nh.us.



Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833

Faxed #: 603-772-4709 or emailed: twmMgr@town.exeter.nh.us

Facility Requested: Town Hall (Main Floor) Town Hall Stage Bandstand

Representative Information:

Name: Miranda Beggin Address: 16 Parshley Ln
Town/State/Zip: Brentwood, NH 03833 Phone: 603-553-5784
Email: mbeggin94@gmail.com Date of Application: 2/14/12

Organization Information:

Name: Key Club (EHS) Address: 1 Blue Hawk Drive
Town/State/Zip: Exeter, NH 03833 Phone: 603-395-2400

Reservation Information:

Type of Event/Meeting: "Yard" sale Date: 4/1/12
Times of Event: 6-7am - 2-3pm # of tables: _____ # of chairs: X
List materials being used for this event: none
Will food/beverages be served? Description: _____

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 acceptably cleaned, the deposit fee will be returned to 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 \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

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: Miranda Beggin Date: 2/14/12

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

Office Use Only:

Liability Insurance: On file In-process Will receive by _____

Fee: Paid Will pay by 2/28 Non-profit fee waiver requested



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

BUREAU OF FINANCE

Nicholas A. Toumpas
 Commissioner

Stephen J. Mosher
 Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9334 1-800-852-3345 Ext. 4318
 Fax: 603-271-2896 TDD Access: 1-800-735-2964

FINANCIAL MONITORING REPORT

DATE: February 14, 2012

TO: Matthew Quandt, Vice Chairman
 Board of Selectmen
 Town of Exeter
 45 Franklin Street
 Exeter NH 03833

AGENCY MONITORED: Town of Exeter/Fire-Health Department
 20 Court Street
 Exeter NH 03833

AGENCY CONTACTS: Mary Cook, Greater Exeter Public Health Coordinator
 Ken Berkenbush, Health Officer/Assistant Fire Chief

FISCAL YEAR (S) FY 2011-2012

CONTRACT PERIOD (S) July 1, 2010 – June 30, 2011
 July 1, 2011 – October 31, 2011

CONTRACT NUMBER (S): #1003036 BT- Public Health Networks

CONTRACT AMOUNT (S):		Federal Funding	
BT Public Health Network	\$ 70,000	64,697.50	(\$45K @100%,\$25K @78.79%)
Amendment 1/19/11-6/30/11	40,027	40,027	100%
BT Public Health Network	<u>70,000</u>	<u>64,697.50</u>	(\$45K @100%,\$25K @78.79%)
	\$180,027	\$169,422	

DATE MONITORED: January 30, 2012

In accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, the State of New Hampshire is required to monitor the financial expenditures of contract agencies that receive federal awards passed through the State of New Hampshire. This process includes completion of a monitoring review questionnaire to ensure compliance with federal regulations, and a financial sampling of the expenditures submitted to the Division of Public Health Services.

The Bioterrorism- Public Health Networks program and amendments were reviewed for FY11 and part of FY12. There were two findings, one with questioned costs. A written reply is requested to the Internal Audit Unit, with a copy to Mary Miller DHHS DPHS, by March 14, 2012.

I wish to thank Mary Cook and Ken Berkenbush for their full cooperation and courtesy extended to Francia Roy, Mary Miller and myself during the contract monitoring review. It was a pleasure to work with them.

Doreen Ravell, Finance Director, processes expenses as coded by the Public Health Network Coordinator and submitted by the Fire Department administration. Town Health Services are currently under the direction of the Fire Department. The Assistant Fire Chief for Operations & Fire Prevention also serves as Town Health Officer. The recommendation is that original invoices be stamped, coded by grant and line item, and reviewed by the Assistant Fire Chief before they are approved and sent on to Finance.

Please call me at 271-9365 if I can be of any further assistance to you and your staff.

Sincerely,

Susan Gifford
Internal Auditor
sgifford@dhhs.state.nh.us

cc: Russ Dean, Town Manager, Town of Exeter
Doreen Ravell, CPA, Finance Director, Town of Exeter
Mary Cook, PHN Coordinator, Town of Exeter
Ken Berkenbush, Health Officer/Assistant Fire Chief for Operations
Neil Twitchell, DPHS, Emergency Preparedness
Mary Miller, DPHS, Emergency Preparedness
Cathy Liane, DPHS, Bureau of Policy and Performance
Barbara Cotton, DPHS, Administrator III, Director's Office

SUMMARY OF COMPLIANCE FINDINGS AND RECOMMENDATIONS
FOR FISCAL YEAR (S) 2011-2012
Review conducted January 30, 2012

The Bioterrorism- Public Health Networks program and amendments were reviewed for FY11 and part of FY12. There were two findings, one with questioned costs, as a result of the financial monitoring review conducted January 30, 2012.

1) FY 11 Finding: Requirements for reimbursement of food at meetings

Invoices listed under *Meeting Expenses* in September 2010 totaling \$542.87, and June 2011 totaling \$468.16 were meeting expenses for food. *IRS Publication 463* (2012, Travel, Entertainment, Gift, and Car Expenses and Federal Travel Regulations) requires that reimbursement for food at meetings is substantiated by adequate records or sufficient evidence of the following elements: date, place, itemized receipt, business purpose (agenda) and list of attendees. The invoices provided do add up to the amount billed, but some are lacking adequate documentation.

Questioned Costs: none

Recommendation: In the future, Town of Exeter financial staff must require meeting coordinators to fully document meeting expenses before invoices are paid.

2) FY11 Finding: Expenses miscoded – line item miscoding and grant miscoding

Invoices billed under *Printing* in October 2010 included an invoice for postage stamps purchased 9/27/10 at Exeter Post Office totaling \$179.12. There was a *Postage* line item in the BT budget that should have been used for this expense.

In January 2011, Epi Pen Trainers and Heartsaver First Aid with CPR books purchased in December 2010 were billed under *Staff Education & Training*. These are not allowable expenses under the BT-Public Health Network grant. The State Emergency Preparedness contract administrator stated that the invoice from Moore Medical dated 12/28/10 in the amount of \$417.05 should have been paid from a CERT grant.

Questioned Costs: \$417.05

Recommendation: The recommendation is that original invoices be stamped, coded by grant and line item, and reviewed by the Assistant Fire Chief before they are sent on to Town of Exeter Finance department. The Assistant Fire Chief should initial the stamped coding, approving the source of funding indicated to pay the invoice.

Because FY11 is closed, this expense cannot be reclassified to another funding source now. The Town of Exeter could either substitute other BT-PHN Staff Education and Training expenses during FY11 that were not charged to federal grants or adjust a future FY12 BT invoice by subtracting (417.05).



The Financial Monitoring Report for Fiscal Year 2011-12 is *open*.
A written agency response from the agency is required by March 14, 2012.

Prior Fiscal Year
RECAP OF COMPLIANCE FINDINGS AND RECOMMENDATIONS
FOR FISCAL YEAR 2009-2010
Review conducted September 27, 2010

The Bioterrorism- Public Health Network, Phase 1, Phase 2 and Phase 3 programs were reviewed for FY10. There were no findings or recommendations. All transactions reviewed were well documented. This was the first review of the Town of Exeter Public Health Network program.



The Financial Monitoring Report for Fiscal Year 2010 is *closed*.
No written agency or bureau response is required.



Russ Dean <rdean@town.exeter.nh.us>

Small Excavation on Front Street

Leighton, Mark F. <mleighton@exeter.edu>

Fri, Feb 17, 2012 at 11:22 AM

To: rdean@town.exeter.nh.us

Hi Russ,

Hope all is going well.

I've been corresponding with Jennifer regarding a very small excavation that we would like to do on Front Street sometime between March 5th and March 16th and she has stated that it needed approval by you and the Board of Selectman. I'm hoping I'm getting this to you in time for Monday's meeting.

The reason for the request is that we need to relocate the gas line that feeds our emergency generator in the Academy Building. The attached drawing is showing the new location of the relocated line. We have a major project starting in June that includes installation of a geothermal well field in this area and the gas line needs to be relocated out of the way.

There is only a small portion that is actually in Front Street as shown on the attached drawing. I've also attached a photo that shows the location of the gas line (just installed by Unitil). We will follow all of the town requirements for backfilling and paving.

It is ideal for us to accomplish this during the spring break when the students are gone, which starts March 5. The impact to the street should only be one day.

Please let me know if you need anything additional.

Thanks,

Mark F. Leighton, P.E.

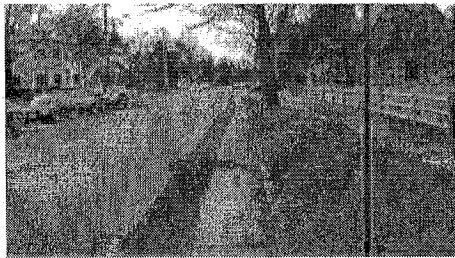
Assoc. Director for Facilities Management

Phillips Exeter Academy


603-777-4529

Cell: 502-7874

2 attachments



2012-02-16_12-53-47_885.jpg
2846K

 **01-120210-0001.pdf**
471K

COB FANE
778-8196



February 2012

Dear _____:

As _____ of _____ you are in an excellent position to assist our Rockingham Nutrition & Meals On Wheels Program in addressing a serious problem currently plaguing our community and communities across the United States.

Rockingham Nutrition & Meals On Wheels Program participates in the National March For Meals campaign. This annual campaign, sponsored by the Meals On Wheels Association of America (MOWAA), is intended to generate public awareness, recruit new volunteers and increase local fundraising. We are already planning for the next "March For Meals" and will include a component called **Mayors For Meals** in the campaign in March 2012. **Mayors For Meals Day** will be **Wednesday, March 21, 2012**. On this designated day, American mayors and elected officials across the country will show their support for the Meals On Wheels program in their city by delivering meals to seniors. In March 2011, the Mayors For Meals campaign was a major success. Over 1,300 U.S. and Canadian mayors and other elected officials delivered meals on Mayors For Meals Day.

This year's March For Meals program will also celebrate the 40th Anniversary of the inclusion of Senior Nutrition Programs in the Older Americans Act (OAA). The OAA is the primary piece of federal legislation that authorizes and supports vital nutrition services, both congregate and Meals On Wheels, to Americans age 60 and older.

We believe you have a unique platform from which to help us raise awareness. As _____ of _____ you are a recognizable and strong voice in our community. Because this is the case, by participating in **Mayors For Meals Day** and delivering meals on **Wednesday, March 21, 2012**, you can help Rockingham Nutrition & Meals On Wheels gain much-needed visibility.



If you are interested in joining **Mayors For Meals Day**, please contact us at your earliest convenience. Simply complete the Mayors For Meals 2012 letter of commitment form by visiting www.mowaa.org/mayorsignup to verify that you will participate in **Mayors For Meals Day on Wednesday, March 21, 2012**. I would be delighted to answer any questions that you may have and can be reached at _____ You can also email me at Admin@RNMOW.Org Thank you for your serious consideration of our request and I look forward to hearing from you.

Sincerely,

Site Manager

*Caroline Amport
32 Lincoln Street, 2nd Floor
Exeter, NH 03833*

February 7, 2012

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

Dear Russ,

This letter signifies my resignation effective February 1, 2012 from the Exeter Economic Development Commission. Since my appointment in January of 2011, I have enjoyed serving as the Vice Chair of the Commission. Unfortunately, my increased work commitments are preventing me from fully participating in the work of the Commission and so I feel it is time for me to step aside and allow another dedicated volunteer to take my seat.

I hope to remain involved as a volunteer for the town in other ways as my schedule allows.

Thank you for the opportunity to serve on the Commission.

Sincerely,

A handwritten signature in cursive script that reads "Caroline Amport".

Caroline Amport, MPP

CC: Barry Sandberg, Chair of EEDC

Court: Marlborough Select Board violated right-to-know law

by MEGHAN PIERCE
an Leader Correspondent

OROUGH—A selectman board never intention-ated the right-to-know en though Cheshire Superior Court Judge ? Mangones cited nine ns in a recent decision. Northcott said board rs are taking measures i such violations in the

legedly used by the board to make the edits.

"The edits, which a quorum of the Board had made to the September 26, 2011 meeting minutes, were based on a tape recording ... The Board must produce that recording and any materials which permitted the Board to reconstruct what had occurred at the meeting, thus enabling it to correct the

minutes," Mangones wrote.

Northcott said the board had regularly edited meeting minutes via email, without knowing it was a violation of the right-to-know law.

"It has always been standard when we have a meeting," Northcott said.

Board members were also unaware they had violated the right-to-know law when they

attended the four-town meetings in Harrisville, he said. "We never considered that as having a meeting."

Northcott said the lawsuit only came about because Cameron and Simonds got wind that the selectmen were trying to fire the town's police chief, Christopher J. Lyons.

The board had issues with how Lyons was running the

police department, Northcott said, and that was why they had initially participated in the study of sharing town resources with Dublin, Harrisville and Nelson.

At the same time, Cameron and Simonds began attending meetings and scrutinizing how the board conducted business, he said. The two also circulated a petition voicing resident sup-

port of Lyons. Simonds has filed to run for a selectman's seat.

Simonds said she and Cameron will continue to attend each meeting and videotape it, as they have since last summer.

"We'll continue to keep an eye on them as long as they are in office and there is a breath in our bodies; we will be keeping an eye on them," Simonds said.

According to Nelson town meeting minutes, the four towns agreed to raise a warrant article of \$6,000 each to fund an exploratory study of the consolidation of town department resources, the petition says.

Last week, Mangones released his decision in which he found that Cameron and Simonds assertions were correct.

"Petitioners are correct that the decisions to hire the consultant and to have the consultant gather initial information were made outside of a properly held meeting with notice and minutes.

"In other words, the decision creating the necessity for the Board to vote to 'withdraw from the project' were made outside of the open meeting process required by RSA 91-A:2, I. The so-called four-town meetings constituted meetings under the provision of RSA chapter 91-A," he wrote.

Cameron and Simonds said they couldn't be happier about their victory in court, but said selectmen should be taking the injunctions more seriously.

"We're happy, but they seem to misconstrue what happened here," Cameron said.

"The leopards don't change their spots," Simonds said. "Maybe for a short while we'll see some changes, and then they'll go right back to it."

Edited minutes

Mangones also called the board out for "obviating the spirit of the Right-To-Know law" by holding an unlawful electronic meeting in which a previous meeting's minutes were edited.

"A quorum of the Board edited the minutes of the September 26, 2011 meeting by email, the Board unanimously voted to approve the September 26, 2011 meeting at the October 3, 2011 meeting,"

In his decision Mangones orders the board to produce any recordings which were al-

"There's no question, yeah, we've been too casual and that sort of thing," Northcott said.

Mangones pointed to improperly posted meetings that included a discussion and decision to study regional resources, unlawful meetings via email and the nondisclosure of minutes or the release of only partial minutes.

"Nothing was done to be evasive or undercover," Northcott said. "Our intentions were never to deceive, but our actions were wrong and (the judge) cited those each as a violation."

Pair file petition

In the petition filed Nov. 23, 2011, residents Loreta Simonds and Robert Cameron alleged board members Northcott, Lawrence Robinson and Gina Paight communicated outside of meetings, held meetings without public notice, refused the petitioners access to public records and altered public records.

Along with communicating through email the petitioners claimed the Select Board attended a Jan. 5 and a Jan. 20, multi-town meeting without notification or documentation.

"These meetings were attended by the town selectmen of Dublin, Harrisville, Marlborough and Nelson to consider the possible consolidation of departments of the four towns," the petition said.

"These were public meetings as defined in RSA 91-A:2, I. The Marlborough board did not give public notice of these meetings as is required in RSA 91-A:2. It nor were minutes taken as required by RSA 91-A:4. Confirmed knowledge of these meetings was gained through public information published by other towns."