

**Exeter Board of Selectmen Meeting
Monday, April 1st, 2013, 6:50 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

BUSINESS MEETING TO BEGIN AT 7:00 P.M.

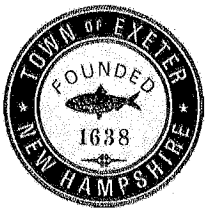
1. Call Meeting to Order
2. Board Interviews : Zoning Board of Adjustment
3. Public Comment
4. Minutes & Proclamations
 - a. Regular Meetings: March 18th, 2013
5. Appointments – ERLAC (Nominations)
6. Discussion/Action Items
 - a. New Business
 - i. Sportsmens Club Site Plan Approval Follow Up
 - ii. Swasey Parkway Trustees: Rules/Fees
 - iii. Unutil: Piping Replacement Plan
 - iv. PEA Request: One Way Traffic
 - v. Emergency Plan Update: RPC
 - vi. BOS Committee Assignments
 - vii. Accept 2013 HHW Funds
 - b. Old Business-
 - i. Set 2013 Goal Setting Session
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. Town Manager's Report
 - h. Legislative Update
 - i. Selectmen's Committee Reports
 - j. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Don Clement, Chairman
Board of Selectmen

Posted: 3/30/13 Town Offices, Library, and Departments

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.

6:50
4/30/14



Town of Exeter Boards, Commissions & Committees Appointment Application

Committee Selection:

1st Choice: Zoning Board of Adjustment 2nd Choice: _____

Name: David H. Mirsky

Address: 7 Marilyn Avenue

Email: dmirsky@comcast.net

Phone: 603-742-4749 Cell: 603-303-2421

Please describe your interest in serving on this committee.

I have over 20 years experience as an attorney and therefore I can be helpful to the Zoning Board in terms of contributing my understanding of the law and fair procedures.

Please provide any background information that would be of interest to the Board when considering your application, including previous committee service or other relevant experience. (resume can be attached)

I was an Alternate Member on the Exeter Zoning Board of Adjustment from 2004-2007. I was admitted to the New Hampshire Bar in 1992 and to the Massachusetts Bar in 1991. I was a law clerk in the US District Court-NH from 1992-1994 and in 1995.

Are you aware of any conflicts that could arise affecting your service on this committee?

No.

Are you aware of the meeting schedule and able to commit to attending regularly? YES NO

After submitting this application for appointment to the Town Manager:

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

Signature: David H. Mirsky Date: 3/13/2013

Please submit to: Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833

Draft Minutes

BOARD OF SELECTMEN

March 18, 2013

1. Call to Order

Chairman Matt Quandt called the meeting to order at 7:00 p.m. in the Nowak Room in the Exeter Town Office building. Members present were: Vice Chairman Don Clement, Clerk Dan Chartrand, Selectman Ferraro, and Selectwoman Julie Gilman. Also present was Town Manager Russell Dean.

2. Swearing in of new Town Officials

Chairman Quandt requested that Andrea Kohler open the session with the swearing in of the new town officials.

Andrea Kohler called all new elected officials to the front of the room for the swearing in ceremony.

Board of Selectman Reorganization

Chairman Quandt asked if there were any nominations for Chairman, Vice Chairman or Selectman. Selectman Chartrand indicated he would like to nominate Selectman Clement as the new Board Chair. Selectman Ferraro seconded the motion. All in favor - motion carried.

Chairman Clement asked if there were any nominees for Vice Chairman. Selectman Quandt stated he would like to nominate Selectman Chartrand as Vice Chairman. Selectwoman Gilman seconded the motion. There were no other nominations for the position. Motion carried – all in favor.

Chairman Clement moved to nominate Selectwoman Gilman as Clerk. Vice Chairman Chartrand seconded the motion. There were no other nominations for that position. Motion carried – all in favor.

3. Recognition: Exeter High Ski Team and Swim and Dive Team

Chairman Clement recognized students from Exeter High School for winning the State Championship. Those that were honored were the Girls Ski Team and the Boys Swim and Dive Team. Mr. Russ Dean presented the award to the Girls Swim Team and Ms. Julie Gilman presented the award to the Boys Swim and Dive Team.

4. Public Comments

Gail Ferraro addressed the board and expressed her frustration about an article in the paper concerning petition Article 35 that she sponsored. The article mentioned the board may not move forward with the Receptionist/Telephone Operator. She stated there were 944 citizens who voted in favor for this and she would like the Board of Selectman to revisit the decision. She explained the article mentioned a change to the message machine located within the building, however, she has not heard the revised message at this time.

Mr. Baillargeon addressed the board and requested they revisit the decision to defer the vote and hire a person for the Receptionist/Telephone Operator position located in the Town Office building.

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Brandon Stauber addressed the board and challenged them to put aside all differences, stop arguing and start to govern. He requested that they all work together and make a real difference.

5. Minutes and Proclamations

a. Regular Meetings: March 11, 2013.

Selectman Quandt made a motion to approve the minutes from March 11, 2013. Vice Chairman Chartrand seconded the minutes from March 11, 2013. There were no comments. Motion carried – all in favor.

7. Discussion/Action Items

a. New Business

i. 2013 BOS Board/Committee Assignments.

Chairman Clement indicated Vice Chairman Chartrand would like to speak of the Committee Assignments. Vice Chairman Chartrand requested the board members contact him via phone, email or in person to advise which committees they would like to be assigned to. Vice Chairman Chartrand encouraged conversation and explained he should have everything in order for the next meeting on April 1, 2013.

ii. Review MS2 Report of Appropriations

Chairman Clement requested that Mr. Dean begin the discussion.

Mr. Dean addressed the board and explained the MS2 is a state report that is required to be filed with the Department of Revenue Administration every year after the budget vote. Mr. Dean indicated for FY13 the voters confirmed a total of \$22,945,918.00 in appropriations, which included the operating budget passed by a 990 to 673 vote. The MS2 also includes other warrant articles including the fire contract, the paving funds, the Linden/Court Street culvert project, the first year payment on the ladder truck, the human service agencies article, the sewer vector truck, \$20,000 for 375th anniversary funding, plus 5 petition articles that included funds for human service agencies.

Mr. Russ Dean explained that he needs the majority vote to sign the MS2 and confirmed he did not need a motion.

iii. 2013 Goal Setting

Chairman Clement requested that Mr. Dean schedule a date, time and location for all members to engage in a public meeting to discuss the goals for the coming year. A facilitator from Primex may be contacted for the recording of the session.

Chairman Clement requested a review of the long range planning session from last year to see how things lined up from May of 2012 to now.

Mr. Russ Dean gave an overview of projects that are operationally happening through the course of the year which include the Ground Water Plant design, Dog warrants, the Water/Sewer Line project on

Draft Minutes

Portsmouth Ave and the Fuel Dispensing system replacement upgrade. Mr. Dean also discussed the big picture projects which include the downtown TIF project, Exeter/Stratham Water/Sewer project and the sidewalk plan project. He indicated that they should have a better idea of the progress by July 2013.

Mr. Dean indicated he would like to see new initiatives from the members of the Board for 2013. He requested they provide new ideas or ways of improvement for the up and coming year. He suggested they look into anything that has not been attended to or gaps that have not been addressed and propose at least one new idea.

Selectman Ferraro recommended a review of the one year goals from 2012 to compare them to the set goals for 2013. Chairman Clement and Selectwoman Gilman agreed it would be beneficial to review the last year goals and incorporate them into the set goals for 2013. This will enable the Board to look at them, measure them, follow up if not complete, address each goal again and/or discard them.

Mr. Dean pointed out the representative from Primex is familiar with the process and is willing to do a session with the board this year as he did last year. Mr. Dean will survey the board members and see what dates work for them. The goals will be reviewed at the next planning session.

b. Old Business

i. Review 2012 Goals (see above for combination of set goals for 2012 and new goals for 2013).

8. Regular business and bid openings.

a. Bid openings. None at this time.

b. A/P and Payroll manifests

A motion was made by Selectwoman Gilman to approve the payroll warrant for week ending March 10, 2013 in the amount of \$167,688.89, seconded by Selectman Quandt. Motion carried – all in favor.

A motion was made by Selectwoman Gilman to approve the A/P warrant for the Capital Fund in the amount of \$45,020.00, seconded by Vice Chairman Chartrand. Motion carried – all in favor.

A motion was made by Selectwoman Gilman to approve the A/P warrant for Unitil week ending March 3, 2013 in the amount of \$ 55,978.24, seconded by Selectman Quandt. Motion carried – all in favor.

Chairman Clement inquired about the new legislation that would change or allow manifests to be signed by the board if the majority sign and approve. Mr. Dean explained there is a house bill that has been referred that would enable the board to sign manifest “non-contemporaneously”. This is pending the passage of the legislation.

c. Budget Updates.

- The Finance Staff worked diligently and provided Mr. Dean with a copy of the budget this past Friday. Mr. Dean will share the results with the board after he reviews it again.

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- Chairman Clement requested a figure for the Snow and Ice Fund. Mr. Dean stated approximately \$180,000.00 has been spent within the \$280,000.00 budget. There is a minimal amount of funds available in the Reserve Funds.

d. Tax Abatements and Exemptions – None at this time

e. Water and Sewer Abatements – None at this time.

f. Permits

A motion was made by Vice Chairman Chartrand and seconded by Selectman Quandt to approve the use of the Sign Board from December 2, 2013-December 6, 2013 for the Festival of Trees. Motion carried – all in favor.

g. Town Managers report

Mr. Dean thanked all election workers and anyone who participated in the election. He mentioned the Town Clerk was happy with SST and their willingness to work with the town to keep the equipment where it needs to be at the site, since it lessens the set-up time. She has cut down the set up time considerably and should be commended for those efforts as it used to take multiple days.

Mr. Dean explained Representative Patty Lovejoy visited the office on Friday. They spoke of distributing information on the Gas Tax and HB617 since there has been discussion at state level. This will determine what the return will be for Exeter and other towns in increased highway aid. There are multiple proposals (3 sets of numbers) and the information will be available to the board once the pdf is reviewed.

Selectman Quandt requested an update from Chairman Clement regarding the vote that is to take place on Tuesday March 19, 2013. The members discussed scheduling with all four state representatives and inviting them for a Legislative update. Mr. Dean spoke of his meeting with Representative Donna Schlachman and she offered to meet publicly. Chairman Clement will add to his Action Items a Legislative update from senatorial and state reps and schedule a Special Meeting.

Selectman Quandt responded to Selectman Ferraro and confirmed crossover would be complete at the end of March or early April.

h. Selectmen committee reports.

Selectman Ferraro stated the Planning board met last week and one applicant was coming back for approval.

On March 20, 2013 there is a Water and Sewer Advisory committee. There is a meeting conflict with the Heritage Commission on that day. Mr. Russ Dean will discuss with Sheri Riffle about the need for a minute taker.

Chairman Clement suggested when there is a change to a meeting; a note should be sent from the Clerk to the committee chairs and also communicated with the Administrative Assistant.

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Vice Chairman Chartrand does not have any reports at this time.

Selectwoman Gilman stated the Conservation Commission is meeting on Thursday.

HDC met on Thursday and are talking about the dock that the Conservation Commission has been talking about. They are also taking applications for changes to the front of the Green Bean.

The Heritage Commission met last week. They are applying for grants for the River Street and Franklin Street areas. They will document the resources in a formal matter so the state has the information.

The 375th Anniversary Committee met and is meeting again on Thursday. The sample t-shirts have arrived but the committee has not voted at this time. The committee will be having a more serious discussion about funding.

Coming Events – 375th Anniversary

- Historical Society will be meeting on April 2 at 7 pm at Town Hall for the 375th anniversary event.
- The library is having a miniature golf event called the Readers Cup on April 5, 2013.
- There will be Adult Program on May 21, 2013
- Seacoast Idol on May 19, 2013. Sandy Martin is organizing this event.
- Exeter Housing Authority will be holding a pre-history lecture.
- A Victorian Tea Party in June.
- The American Independence Festival in July, along with a BBQ held by the Fire Fighters Relief Association after the event, along with the Jumbo Circus Peanuts band and Fireworks that evening.

Selectman Quandt has nothing to report at this time.

Selectman Ferraro spoke of a revised board policy on Committees that requested the Committee Chairs to report on attendance once a year. Selectman Gilman will address this.

j. Correspondence

Chairman Clement received the following correspondence:

- Advised of Legislative bulletins and actions that have come up.
- Local officials workshop on April 3 and May 11, 2013
- Chairman Clement will review the Right to Know law
- Chairman Clement received a letter addressed to Selectman Quandt from RPC about the town dues. \$11,325.00. Invoice enclosed and will be processed.
- Chairman Clement received an update from the Swasey Parkway Trustees about the new rules.
- Vice Chairman Chartrand requested an addition to the agenda. He would like to speak with the Swasey trustees and make a presentation at the next meeting.

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- Rob Payne, the site manager from Meals on wheels provided information for the annual Ride Along taking place on Wednesday March 20th 2013. He encourages going to Senior Center or calling 771-8196 if interested.
- An anonymous thank you letter was sent from a Families First patient.
- A letter was received from Chief Kane of the Exeter Police Department stating Patrick Mulholland was awarded Officer of the Year.
- A letter was received from Chief Kane of the Exeter Police Department stating Peter Sankowich was awarded Officer of the Quarter.
- A letter was received from Chief Kane of the Exeter Police Department stating Jason Dewire was awarded the DWI Hunter Award.
- A letter was received from Nathan Theodore Steward requesting a 4th of July parade. Mr. Dean will look into this and see if he can contact this young man.

9. Review Board Calendar

Chairman Clement is going to start an Action Item list for future meetings and address the following:

1. The Petition Article
2. Date and time for goal setting
3. Schedule a time for Legislative update and arrange a special meeting
4. Adding Swasey Parkway rules to next meeting on April 1st.2013

A motion was made by Selectwoman Gilman and seconded by Selectman Quandt to adjourn to non-public session at 8:11 pm. Motion carried – all in favor.

Respectfully submitted,

Nadine Young
Recording Secretary



LOCAL RIVER MANAGEMENT ADVISORY COMMITTEE NOMINEE QUESTIONNAIRE

Please fill in the blanks below and email to: riversprogram@des.nh.gov, and please type "NOMINATION QUESTIONNAIRE" followed by your name in the subject line of the email. For questions contact the Rivers Coordinator at 271-2959

NOMINEE NAME: Donald Clement **RIVER NAME:** Exeter/Squamscott
REPRESENTING: **MUNICIPALITY:** Exeter **OTHER:**

Nominee Contact Information:

Street Address: 5 Thelma Drive

Town: Exeter

Zip Code: 03833

Email: dclement43@comcast.net

Phone (home): 778-0238 **Phone (cell):** **Phone (work):**

Is this a: New appointment or a Reappointment

Please state your interest(s) in serving on the Local Advisory Committee:

- Local Government Business
 Conservation Recreation
 Agriculture Riparian Landowners

Please include a short description of your relevant background knowledge of local river-related issues or general river management and protection-Begin typing below:

Have Been on ESRLAC for over 10 years. Formerly a member of Exeter Conservation Commission

What types of activities might you be interested in assisting the local advisory committee in completing (check all that apply):

- Management Plan Preparation/Implementation
 Event Organization
 Public Education
 Grant Writing
 Public Relations
 Committee Administration
 Other _____

Most Local Advisory Committees meet monthly. In some cases they may meet more frequently to complete specific tasks, while in other cases your attendance may not required at all meetings. Please check one of the boxes below to indicate your availability to attend regularly scheduled meetings.

- I can attend monthly meetings on most weeknights
 I can attend monthly meetings only if scheduled on a specific weeknight
 I can only attend a limited number of monthly meetings
 I can only attend monthly meetings in a substitute capacity when the regular town representative(s) was unavailable.
 I cannot attend monthly meetings, but am willing to complete tasks on behalf of the Local Advisory Committee.



LOCAL RIVER MANAGEMENT ADVISORY COMMITTEE NOMINATION FORM

Please Note: In an effort to reduce our use of paper, as well as the amount of time expended by local officials on nomination paperwork, the Rivers Management and Protection Program has made the nomination process electronic. Please download and complete this form, then submit it to the Rivers Coordinator at: riversprogram@des.nh.gov, and please type "NOMINATION FORM" followed by your name in the subject line of the email. Thank you!

NOMINEE NAME: Donald Clement MUNICIPALITY: Exeter RIVER NAME: Exeter/Squamscott DATE: March 25, 2013

Interest(s) Nominee Represents: (please check all that apply)

- Local Government Business Conservation Recreation Agriculture Riparian Landowners

Contact Information:

Street Address: 5 Thelma Drive
Town: Exeter
Zip Code: 03833
Email: dclement43@comcast.net

Phone (home): 778-0238

Phone (cell):

Phone (work):

Board of Selectmen or Authorized Signature(s) - REQUIRE

Name: Title:
Name: Title:
Name: Title:

Note: By statute, the Commissioner of DES appoints the Local River Management Advisory Committee (LAC) members for each Designated River from nominees submitted by the local governing bodies through which the Designated River flows (RSA 483:8-a).

*For more information about Local River Management Advisory Committees please go to: <http://des.nh.gov/organization/divisions/water/wmb/rivers/lac/index.htm>
*For more information about Designated Rivers, please go to: <http://des.nh.gov/organization/divisions/water/wmb/rivers/designriv.htm>



LOCAL RIVER MANAGMENT ADVISORY COMMITTEE
NOMINEE QUESTIONNAIRE

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NOMINEE NAME: Peter Richardson RIVER NAME: Exeter/Squamscott
REPRESENTING: MUNICIPALITY: Exeter OTHER:

Nominee Contact Information:

Street Address: 10 White Oak Drive, #113
Town: Exeter
Zip Code: 3833
Email: richardson_pete@yahoo.com
Phone (home): 603-778-6272 Phone (cell): Phone (work):

Is this a: New appointment or a Reappointment

Please state your interest(s) in serving on the Local Advisory Committee:

- Local Government Business
Conservation Recreation
Agriculture Riparian Landowners

Please include a short description of your relevant background knowledge of local river-related issues or general river management and protection-Begin typing below:

Been on the LAC for 2 terms, member of the Connecticut River joint commissions and the Exeter River Study Committee.

What types of activities might you be interested in assisting the local advisory committee in completing (check all that apply):

- Management Plan Preparation/Implementation
Event Organization
Public Education
Grant Writing
Public Relations
Committee Administration
Other

Most Local Advisory Committees meet monthly. In some cases they may meet more frequently to complete specific tasks, while in other cases your attendance may not required at all meetings. Please check one of the boxes below to indicate your availability to attend regularly scheduled meetings.

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NOMINEE NAME: MUNICIPALITY: RIVER NAME: DATE:

Interest(s) Nominee Represents: (please check all that apply)

- Local Government Business Conservation Recreation Agriculture Riparian Landowners

Contact Information:

Street Address:
 Town:
 Zip Code:
 Email:

Phone (home):

Phone (cell):

Phone (work):

Board of Selectmen or Authorized Signature(s) - REQUIRE

Name:
 Name:
 Name:

Title:
 Title:
 Title:

Note: By statute, the Commissioner of DES appoints the Local River Management Advisory Committee (LAC) members for each Designated River from nominees submitted by the local governing bodies through which the Designated River flows (RSA 483:8-a).

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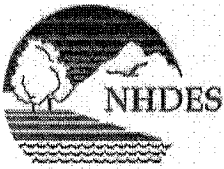
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Memo

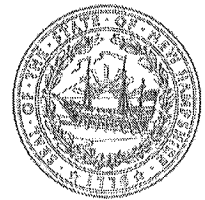
To: Planning Board, Town Planner
From: Assistant Chief Berkenbush
CC: Chief Comeau, Board of Selectmen File
Date: **March 28, 2013**
Re: Berm at Sportsmen's Club

This memo is in regards to the proposed berm by the Sportsmen's Club on Town owned property located off Portsmouth Ave. Since the berm was first proposed there have been several new issues brought to the project and site by DES. In a letter dated March 7, 2013 from John F. Liptak Project Manager, DES is requesting a Remedial Action Plan for the site. The Town has done work in the past regarding this issue at this site. After consulting with DES and URS Corporation I have come up with the following comments;

- **Remedial Action Plan:** The outline for the plan is underway. In review of the requests made it has been determined that the proposed berm would be useful in this plan. More specifically that some of the lead containing soils could be used in construction of the berm. This would save removal costs.
- **Schedule of Construction:** The berm may not be constructed nor can any removal of trees or any site work begin until **The Remedial Action Plan is put in place and approved by DES.**
- **Conditional Approval:** Conditional approval may be granted by the Planning Board with the requirement that **No action be taken at the site without the Remedial Action Plan in Place and approval in writing from the Health Officer to the Board of Selectmen.**



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 7, 2013

Ken Berkenbush, Health Officer
Town of Exeter
20 Court Street
Exeter, NH 03833

SUBJECT: Exeter – Exeter Sportsman's Club, Waterworks Pond Road,
DES Site #200212050, Project #12496

REQUEST FOR REMEDIAL ACTION PLAN

Dear Mr. Berkenbush:

On December 13, 2012 the Department of Environmental Services (Department) inspected the Exeter Sportsman's Club (Site), located off of Waterworks Pond Road in Exeter. Specifically, the inspection focused on the inactive portion of the Site where the former skeet range and associated lead shot fall zone area exists. In attendance during the Site inspection was your consultant, Gary Garfield, URS, Inc., B.M. (Butch) York, President of the Exeter Sportsman's Club (ESC), you and me. The intent of the site inspection was to review the current site conditions related to the contamination from the former inactive skeet range and discuss plans for a Remedial Action Plan (RAP).

Background

After several investigations of the site, in September 2007 a limited volume of lead impacted sediment, consisting of approximately 200 cubic yards, was removed from portions of the intermittent stream bed and marsh that flows into the general water body of the Exeter water reservoir. The sediment was placed in the upland area of the Site and was used to construct a shooting range soil berm. At the time, the Town indicated to the Department that they did not have sufficient resources to implement the other remedial alternatives for the upland area of the Site, namely the non-forested and forested areas of the former skeet range and that portion of the Site that the lead shot fall zone extended onto the abutter's property to the east of the Site. Further, the Town indicated that the former skeet range was to remain inactive. To the Department's knowledge no additional investigation or remediation has been performed at the site since 2007.

The Department provided written comments (Department letters dated February 8, 2007 and October 17, 2008) on the two most recent environmental reports that needed to be addressed prior to preparing the remedial action plan:

1. Preliminary Evaluation of Remedial Alternatives, dated October 20, 2006, prepared by URS, Inc.

The purpose of this report was to conduct a preliminary analysis of alternatives to address lead shot and clay target contamination from the inactive skeet range located on the Town owned property and currently operated by the ESC.

2. Site Specific Environmental Study Report, dated November 8, 2006, prepared by URS, Inc.

The focus of the study was to further delineate the vertical and horizontal extent of lead shot impacts in surficial soils and sediments and to evaluate risks to human health, wildlife and the environment associated with the operation of the ESC skeet range on and off the Town owned property.

Current Conditions

Consistent with the Department's past observations and the previous investigations, on December 13, 2012 the Department observed significant numbers of lead shot on the ground surface within the shot fall zone of the former skeet range. This area encompasses that portion of the skeet range on the Town owned property and also on the abutting property to the east.

The Department also observed large amounts of broken clay pigeons (targets) scattered on the ground surface at the northeastern non-forested portion of the former skeet range.

Further, lead shot fall impacts were observed in the intermittent stream located to the east of the skeet range as well as small coffer dams composed of hay bales and geo-fabric that were installed during the sediment removal project to limit the lead shot from being washed down into the marsh. Although Department personnel did not access the abutter's property to the east during this inspection, the Town indicated that no additional work had been performed by the Town or ESC in that area where lead shot fall impacts had been detected up to 350 feet from the Town property line.

The Department discussed with the Town that previous soil analyses indicated the presence of soils containing lead at concentrations significantly above the Department's Soil Remediation Standards (SRS) exists throughout much of the Site.

Staged on a portion of the area of soil contamination from the former skeet range, the Department observed several large soil piles of an undetermined origin. Some of this soil was identified to contain pieces of asphalt. Town and ESC representatives indicated this soil was to be used for the construction of an extension of the existing rifle berm. Several large, mature white pine trees are expected to be cut to construct the berm. These pine trees appear to be in the vicinity of the lead shot fall zone of the former skeet range where lead shot most likely exists. ESC representatives indicated that the location of a proposed archery range that would traverse the former skeet range.

A recently constructed wooden bridge was observed in the area of the intermittent stream. A walking trail was observed from this new bridge and most likely traversing a portion of the former inactive skeet range lead shot fall zone. This is also an area of the Site where lead shot has been observed at the ground surface.

Requested Actions

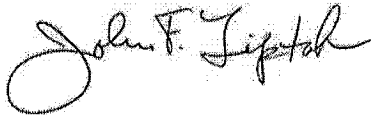
1. In the Department's letter dated February 8, 2007 a request was made to perform additional site characterization. Specifically, no data has been collected in the area east of the intermittent stream from approximately grid line C to grid line U and south starting at gridline 2,. The Department feels there is some uncertainty on the potential extent of contamination depending on past skeet range configurations. This area of the Site should be investigated.
2. It has come to the Department's attention that the non-forested area of the former skeet range may have buried broken clay targets. Lead shot may be mixed in with this material. The area of the Site should be investigated.
3. Please provide the Department with a scope of work to address the additional areas of concern as described in items 1 and 2 above.
4. As noted in reports previously provided by your consultant and listed above, large amounts of lead shot exist at the Site in the area of the former skeet range lead shot fall zone, in the seasonal stream that is located within the former skeet shot fall zone and the abutter's property to the east of the Site. Accordingly, the Department believes that there is sufficient data to support the development of a Remedial Action Plan (RAP) once the additional data is collected as described in items 1 and 2 above.
5. The RAP must present an evaluation of potential alternatives to remove, treat or contain the contaminated area of the Site. The overall remedial goals of the RAP must meet the requirements of Env-Or 606.10, *Remedial Action Plan* and be protective of human health and the environment. At a minimum, the selected remedy must eliminate or mitigate all significant threats to public health and/or the environment presented by the lead shot and clay pigeons disposed of at the Site. The remedial goals for this Site must:
 - a) Eliminate, to the extent practicable, the direct contact human exposure pathway to the contaminants present in the Site soils.
 - b) Eliminate, to the extent practicable, the exposure to benthic organisms that may be present in the intermittent stream and other forms of wildlife to the lead shot in that stream.
 - c) Eliminate, to the extent practicable, the direct contact human exposure pathway to the contaminants present in the abutter's soils to the east of the Site.
6. The Department recommends that access to the areas of contamination be limited and that the area not be redeveloped until the RAP is completed to ensure the redevelopment/reuse of the Site is consistent with the selected remedial alternative. Continued use of the rifle and pistol ranges is acceptable.
7. Provide a schedule to complete the requested actions by April 8, 2013. The schedule should also lay out your next steps to get to a point where a Remedial Action Plan has been developed and an alternative selected to remedy the lead shot contamination at the Site.

Ken Berkenbush
DES #200212050
March 7, 2013
Page 4 of 4

In closing, the Department sincerely appreciates the work performed to date by the Town of Exeter and the ESC and looks forward to the successful development of an appropriate long term remedy for the site.

Should you have any questions, please contact me at the Waste Management Division.

Sincerely,

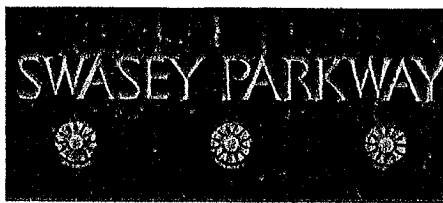


John F. Liptak, M.Ed., P.G.
Project Manager
Hazardous Waste Remediation Bureau
Tel: (603) 271-1169
Fax: (603) 271-2181
E-mail: John.Liptak@des.nh.gov

Waste Management
Division

Digitally signed by Waste Management
Division
DN: cn=Waste Management Division,
o=Environmental Services, ou=HWRB,
email=bilise.hubbard@des.nh.gov, c=US
Date: 2013.03.07 14:42:33 -05'00'

cc: John Regan, P.G., WMD
Becky S. Williams, P.G., WMD
Gary Garfield, P.E., URS
Russell Dean, Town Manager, Exeter
Sylvia VonAulock, Town Planner, Exeter
Butch York, President, Exeter Sportsman's Club
Town of Exeter, Board of Selectman



Swasey Parkway, Exeter, New Hampshire RULES

The purpose of these guidelines is to assure the safety and pleasure of the recreational users of the Parkway and the preservation of the grounds and structures. The Parkway is open to the public, citizens and non-citizens of the Town of Exeter. The green space, pavilion and walkway are the responsibility of the Trustees of Swasey Parkway. The public roadway is the responsibility of the Selectmen of the Town of Exeter. We are all its caretakers.

- Open hours are from dawn to dusk year-round.
- Abuse, destruction or defacing of property within the Parkway is strictly forbidden.
- Swasey Parkway is a carry-in, carry-out area. Littering is prohibited.
- Signs are prohibited.
- The distribution of posters and handbills is prohibited.
- Dogs and other pets are prohibited.
- The use of tent stakes is not allowed.
- The use of bicycles, skateboards and other such vehicles is limited to the street only.
- Nothing is to be attached to the trees or shrubs either permanently or temporarily.
- There can be no removal of trees or shrubs or any part of these except with the permission of the Trustees.
- Design, construction and planting decisions are made by consultation with the Trustees
- The Pavilion use is by permit only from the Trustees of Swasey Parkway.
- Any activity with more than 20 people in attendance must have written permission from the Trustees of Swasey Parkway.
- Special events sponsored by town and out-of-town organizations are by permit only from the Trustees of Swasey Parkway. (See Town website, Exeter.nh.us/)
- No individual or group may charge for the use of Swasey Parkway without the written permission of the Trustees of Swasey Parkway.
- Fines for non-adherence to these rules are administered according to Town ordinances.
- **The Trustees of Swasey Parkway are grateful to the many who take a proprietary interest in preserving and maintaining Swasey Parkway. We all owe it to future generations to care for this special place.**

ANY EXCEPTION TO THE RULES MUST BE OBTAINED IN WRITING FROM THE TRUSTEES OF SWASEY PARKWAY AT LEAST TEN DAYS IN ADVANCE OF THE EVENT.

FEES

One Day: Resident, Up to 20 people, \$75; More than 20 people, \$150

Non-resident, Up to 20 people, \$150; More than 20 people, \$300

Commercial, one day, \$250; seasonal, Individual vendor, \$1000; seasonal, multiple vendors, \$1200

The Pavilion use fee of \$25 is not included in the above

Community event: Trustees will determine fee

Adopted date March 11, 2013, retroactive to January 1, 2013

Trustees


Jay Perkins, chairman 

Gerry Hamel 

Ruthanne Rogers 

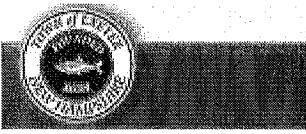
Chairman, Board of Selectmen _____

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Town Manager 
RE: Unutil Request: Piping Plan
DATE: April 1, 2013

Unutil has significant construction plans for eliminating bare steel gas piping in Exeter in 2013. Phil Johnson, Unutil Representative, will be present at Monday night's meeting to present the plan to the Board and answer questions. Representatives from DPW will also be present for the discussion. Unutil has forwarded the list of impacted roads. Jay Perkins has provided information when the roads affected were last paved.

Water Street – 4.8 years ago
Salem Street – 3.8 years ago
Park Street, Oak Street – 6.8 years ago
Folsom Street – 21.8 years ago
Thornton Street – 11.8 years ago
Robin Lane – 11.8 years ago
Wheelwright Avenue – 11.18 years ago
High Street – 9.8 years ago
Chestnut Hill Road – 14.8 years ago



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

Unitil Proposed Road Construction 2013

Jennifer Perry <jperry@town.exeter.nh.us>

Wed, Mar 27, 2013 at 2:59 PM

To: "Russell J. Dean" <rdean@town.exeter.nh.us>

Cc: Jay Perkins <jperkins@town.exeter.nh.us>, Paul Vlasich <pvasich@town.exeter.nh.us>


Hi Russ,

I want to bring this request from Unitil to your, and the Board's, attention. Unitil is seeking to replace old, uncoated steel gas lines in town. The list we just received includes 10,570 linear feet in Town roads, which they estimate will take 6 months to construct (see attached letter from Unitil). Would you like Unitil to present this to the Board this Monday? They want to start as soon as possible, which could be as early as Monday, April 15th. Jay has noted the number of years since the listed streets were paved, some rather recently

Thanks,
Jennifer

--
Jennifer Royce Perry, P.E., Director
Exeter Public Works
13 Newfields Road
Exeter, NH 03833
(603) 773-6157
Enhancing, Preserving Community & Environment

Like us on Facebook!

 **Unitil proposed construction 2013.pdf**
376K

March 27, 2013

Jay Perkins
Highway Superintendent
13 Newfields Rd.,
Exeter, NH 03833

Dear Jay Perkins,

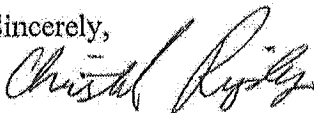
Unitil is in the process of trying to eliminate all of the remaining Bare Steel in Exeter this year. We have already applied for the Permits for the installation of a new plastic gas main in Water St. and Salem St., Permits 133 and 134. Our plan is to have two crews in Exeter as soon as we can to get this work started. One crew will start on Water St. and the other crew will start on Park St. The Order that we would like to do this work is starting with Water St with crew one starting as early as you allow us and Park St with crew two. Crew two would then proceed as follows; Oak St., Salem St., Folsom St., Thornton St., Robin Ln., Wheelwright Ave., High St., Chestnut Hill Rd.. It looks like this work will take the two crews approximately six months. I'm looking forward to our meeting to go over these jobs with you to discuss them in more detail.

Unit Paved Yrs

4.8
3.8
6.8
6.8
21.8
61.8
11.8
11.8
9.8
14.8

Permit #	Street	Work Area	Length	Days (E)
133	Water St.	Main St. to Salem St. (1900'), Newfields Station to BRIDGE (2900')	4800'	71
134	Salem St.	Summer St. to Oak St	650'	17
135	Park St.	Oak St. to # 61 Park St.	600'	21
136	Oak St.	Park St. to Salem St.	600'	21
137	Folsom St.	High St. to #6 Folsom St	500'	24
138	Thornton St.	Sleepy Hollow Rd. to #3 Thornton St.	1100'	20
139	Robin Ln.	Wheelwright Ave. to #9 Robin Ln.	420'	14
140	Wheelwright Ave.	High St. to Thornton St.	1100'	22
141	High St.	Pleasant St. to Portsmouth Ave.	700'	24
142	Chestnut Hill Rd.	Chestnut Hill Rd to End Of Main	100'	5

Sincerely,



Christal Ripley
Project Leader

**TOWN OF EXETER
MEMORANDUM**

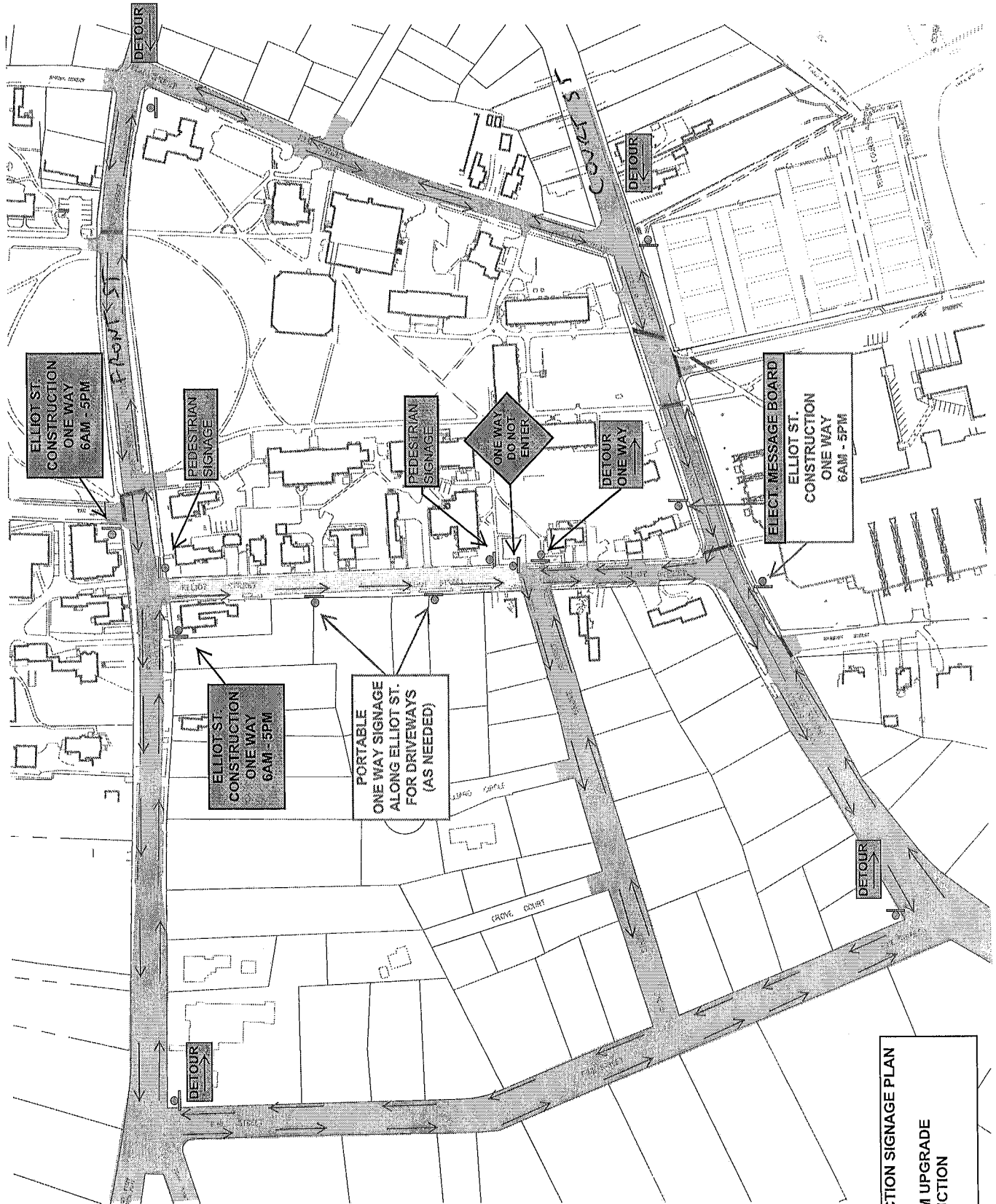
TO: Board of Selectmen
FROM: Town Manager *MD*
RE: PEA Request: One Way Traffic
DATE: April 1, 2013

Representatives from PEA have requested the Board approve a traffic plan for April 15th through August 2nd (approximate dates) for the purpose of allowing the ongoing upgrade of PEA's underground steam distribution system. Harvey Construction is the project contractor.

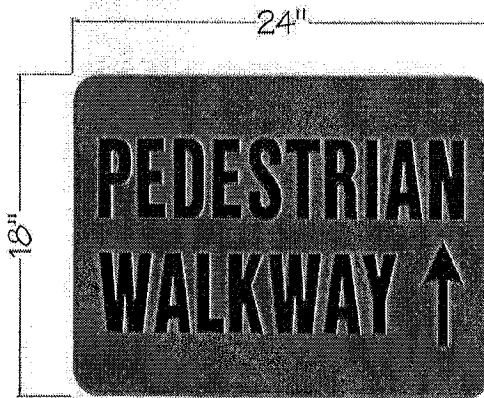
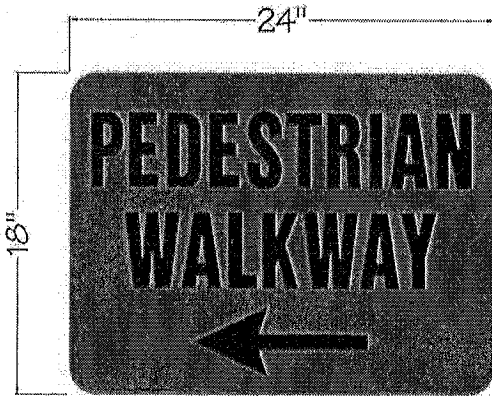
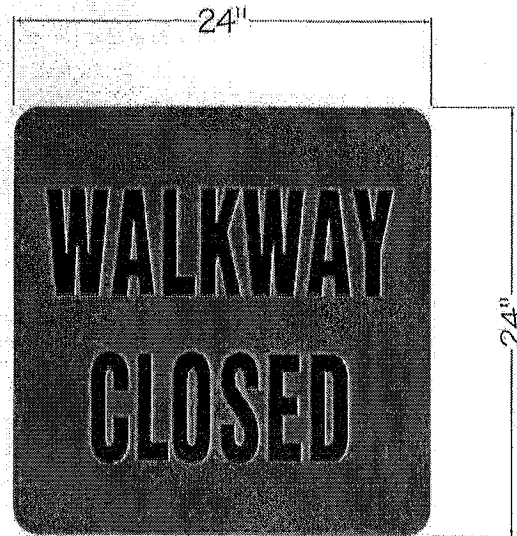
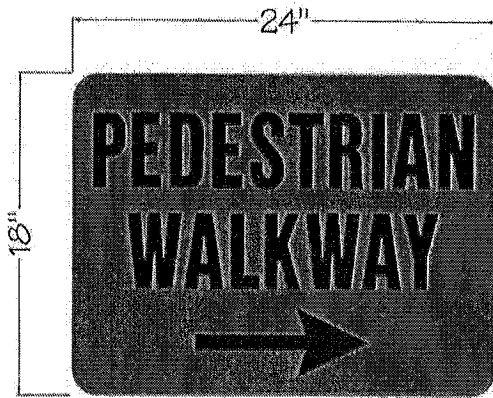
The essential components of the request are as follows:

- Dates: April 15th through August 2nd (approximates per PEA);
- Time: 6:00 a.m. to 5:00 p.m., 5 days per week (Monday through Friday)

The maps provided by PEA show the proposed traffic plan for the duration of the project, plus the signage plan.



ELLIOT CONSTRUCTION SIGNAGE PLAN
 PEA ELLIOT STEAM UPGRADE
 HARVEY CONSTRUCTION
 3-28-13



.040" ORANGE ALUM. W/ BLACK VINYL GRAPHICS

QTY. : (6) EACH LAYOUT

HOLES IN ALL 4 CORNERS

CUSTOMER: PLEASE PROOF ALL SPELLING

DATE: 6-21-12

JOB NAME: HARVEY WALKWAY SIGNS

JOB FILE:

JOB LOCATION: PE ACADEMY

REP: THOM

CONTACT: MIKE B.

CUSTOMER AUTHORIZATION

X

SOUSA
Signs

3 ORCHARD ST., MANCHESTER, NH 03102
603-622-5067 FAX 603-624-6188

SOUSA SIGNS INC. IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF SOUSA SIGNS INC.

Memo

To: Russ Dean, Town Manager
From: Brian Comeau, Chief of Department
CC: Board of Selectmen
Date: February 14, 2013
Re: Hazard Mitigation Plan

Russ,

Please find enclosed the revised Hazard Mitigation Plan for the Town of Exeter. This plan is required by FEMA, and is revised every 5 years. The Rockingham Planning Commission assisted in the preparation of the plan and Dylan Smith, Senior Planner can be present at the Board of Selectman meeting to help answer any questions.

A committee of town employees and department heads met in the last quarter of 2012, and finished the draft plan in early 2013. The plan has been forwarded to the State of NH and FEMA and has received preliminary approval pending adoption by the Board of Selectmen.

A Public Hearing must be advertised for at least 12 days prior to the vote and if the board approves the plan, they must sign Certificate of Adoption.

I have enclosed 6 copies of the plan for review and will be present at the Board meeting to discuss it further.

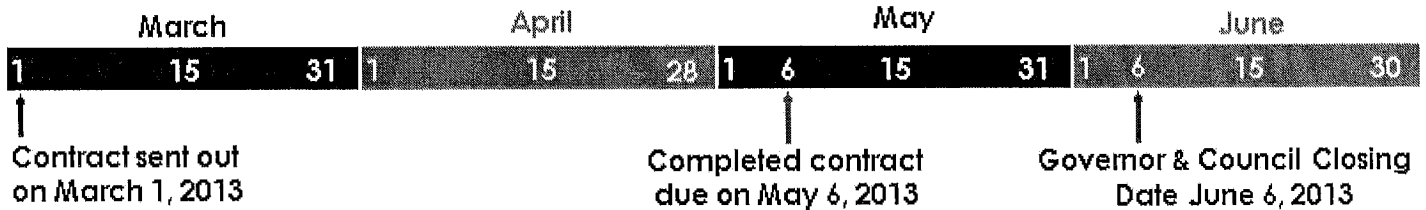
Respectfully submitted, Brian



Grant Guidelines for FY 2014 HHW Grant Agreement

Town of Exeter

The Town of Exeter has listed its first collection-event as **October 5, 2013**. Based on this date we will be targeting the *Governor & Council* closing date of **June 6, 2013**. This means that you should return your completed grant agreement to DES no later than **May 6, 2013**. This allows you **65 days** to process the grant agreement. If the grant agreement is received at DES later than **May 6, 2013** it could be treated as a *retroactive contract* and DES can not guarantee its approval.



Please make sure that the blocks indicated below are filled out correctly or the contract must be returned.

Municipal Official

- Title
- Signature

Notary Blocks

- Date, County & Raised Seal
- Signature
- Title

Date & Initial

Certificate of Authorization

A *Certificate of Vote Authorization* certifies that:

1. On a particular date, a city, town, commission or district has voted (generally at a town meeting, council meeting, selectmen's meeting, etc.) to hold a HHW collection event.
2. The city, town, commission or district has also voted to authorize someone to apply for a grant, sign a contract (grant agreement) and expend funds to run that event.
3. The person authorized to sign the contract (grant agreement) and expend funds will have the authority to do so for the life of the contract.

To accomplish this, the Certificate of Authorization may not be signed by the person signing the contract with DES. The person who signs the Certificate must be someone who, by their position, is in charge of recordkeeping for town meetings and town votes, and **the Certificate of Authority must state that fact**. This person who "certifies" items 1, 2 and 3 above is generally the town clerk but it could be someone else, such as the board of selectmen secretary.

Although the person who certifies the Certificate of Authority information signs and stamps his/her signature, it must also be verified by a notary public who must also sign and stamp the Certificate.

In some cases, such as for a planning district, the bylaws of the district allow for the district to enter into a contract agreement and there is no equivalent to a town vote. In this case, the person who normally keeps records must certify that person signing the contract is authorized to do so, and **they must also supply a copy of the bylaw allowing the district to enter into contract agreements**. This Certificate must also be notarized.

Required Elements for a Certificate of Vote Authorization

- 1) The **name and position of the person signing the Certificate of Authorization**.
- 2) A statement that the **person signing the Certificate of Authorization is in charge of keeping town, commission, etc., records**.
- 3) A **statement from the person signing the Certificate of Authorization that the governing body voted to enter into a contract with the Department of Environmental Services to hold a Household Hazardous Waste collection event and that they voted to grant a certain official (e.g., town manager) authority to sign contracts with the State**.
- 4) A statement as to **the date(s) of the vote(s)**.
- 5) A statement as to **who currently occupies the position named**.
- 6) A statement that the **authority has not been amended or annulled since the date of the vote**.
- 7) **Separate verification** by the town clerk of the **name of the person in the position authorized to sign (town manager, etc.) the contract**.
- 8) The **stamped notarization of the signature of the person certifying the above information**.

CERTIFICATE OF AUTHORITY

I _____, Town Clerk of Exeter, New Hampshire do hereby certify that: (1) at the Annual Meeting held _____, the Town Meeting voted to authorize the Board of Selectmen to apply for, accept and expend money from the state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire RSA 31:95b; (2) at the regular Selectmen's meeting held on _____, 2013, the Board of Selectmen voted to accept Household Hazardous Waste Collection funds and enter into a contract with the New Hampshire Department of Environmental Services, Waste Management Division. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary for this contract; (3) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated above:

RUSSELL DEAN
Town Manager, Exeter

IN WITNESS THEREOF, I have hereunto set my hand as the Town Clerk of Exeter, New Hampshire this _____ day of _____, 2012.

Town Clerk

State of New Hampshire
County of Rockingham

On this the _____ day of _____, 2013, before me, _____ the undersigned officer,

Notary Public/Justice of the Peace)

personally appeared _____

who acknowledged her/himself to be the Town Clerk of Exeter, New Hampshire, and that she/he as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)
(Seal)

Subject: GRANT OF MATCHING FUNDS PURSUANT TO RSA 147-B:6, I-A

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Town of Exeter		1.4 Grantee Address 10 Front Street Exeter, NH 03833	
1.5 Effective Date Upon G&C approval	1.6 Completion Date June 30, 2014	1.7 Audit Date N/A	1.8 Grant Limitation \$5,688
1.9 Grant Officer for State Agency Dean F. Robinson II, HHW Coordinator NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-2047	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor	
1.13 Acknowledgment: State of _____, County of _____ On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
(Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
		Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: _____		Attorney, On: ____ / ____ / ____	
1.17 Approval by the Governor and Council			
By: _____		On: ____ / ____ / ____	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply

with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and

documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the

portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the

parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
List of Services

1. The Grantee shall conduct the collection portion of its Project for **Exeter, Stratham, Newfields, East Kingston and Epping** during State Fiscal Year 2014 at the **Exeter Public Works Garage on Route 85, Exeter**, in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (the contractor). For purposes of this agreement, the contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the contractor hires for participating in the Project.
2. The Grantee shall spend its grant monies solely for the purpose of paying the Project's contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Wm 1003.07.
3. The Grantee shall enter into a contract with a contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
 - a. That the contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Wm 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent;
 - b. That the contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator;
 - c. That the contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
 - d. That the contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the Department. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract;
 - e. That the contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Wm 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
 - f. That the contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.

EXHIBIT A

Page 2

- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Wm 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
 - h. That the contractor shall adhere to a work plan and a site safety plan, such plans to be reviewed by the Department and to be set forth as exhibits within the hazardous waste collection contract;
 - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
- 4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Wm 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
 - 5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
 - 6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.7 of the contract. Failure to do so may result in termination of this agreement.
 - 7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.

EXHIBIT B
Method of Payment

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement or the enforcement of all applicable state or federal laws.
2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed **\$5,688**. This amount is based on a rate of **\$0.177 per capita** and on a population base of **32,141** to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.

EXHIBIT C
Special Provisions

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.

List for Selectmen's meeting April 1, 2013

Abatements

Map/Lot	Location	Refund
72/158	11 Court Street	Denial
86/50	9 Hampton Falls Rd	Denial
63/102/41	4 Brookside Dr Unit 5	Denial
60/18	3 Dogtown Rd	642.82
72/182	21 Elliot St	974.59
72/105	40 South St	2,928.96
94/24/16	131 Court St U16	272.16

Elderly Exemption

Map/Lot	Location	Exemption	Map/Lot	Location	Exemption
95/64/321	52 Hilton Ave	152,251	103/13/21	21 Deep Meadow	236,251
95/64/210	8 Pecan Street	152,251	104/79/101	101 Exeter River Landing	183,751
28/5	26 Old Town Farm Rd	183,751	81/36	29 Westside Dr	183,751
74/11	2 Cottage Street	152,251	95/64/60	8 Willow St	152,251
32/12/22	20 Beech Hill Road Lot 22	152,251	28/2	18 Old Town Farm Road	183,751
65/32	20 Haven Ln	152,251	22/4	84 Newfields Road	183,751
64/105/78	78 Hayes MH Pk	236,251	73/101	21 Charter Street	236,251
83/22	35 Crawford Ave	236,251	104/79/311	311 Exeter River Landing	152,251
64/105/4	4 Hayes MH Pk	152,251	72/17/6	163 Water Street B-1	152,251
64/24	25 Park St	236,251	104/79/124	124 Exeter River Landing	152,251
68/6/124	1 Sterling Hill Unit 124	236,251	104/79/110C	110C Exeter River Landing	236,251
95/64/89	6 Alder Street	236,251	104/79/700	700 Exeter River Landing	236,251
104/79/322	322 Exeter River Landing	236,251	64/105/103	103 Hayes MH Pk	236,251
68/6/225	2 Sterling Hill Ln U225	236,251	104/79/709	709 Exeter River Landing	236,251
104/80/1	103A Linden St	183,751	81/5	5 Scammon Lane	152,251
83/35	38 Crawford Ave	236,251	104/79/213	213 Exeter River Landing	236,251
52/89	20 Allen Street	183,751	38/7	23 Newfields Rd	236,251
74/77/9	27 Ernest Ave Unit 9	236,251	104/79/132A	132A Exeter River Landing	152,251
63/237	58 Park Street	152,251	63/102/21	2 Brookside Dr Unit 9	183,751
104/79/1006	1006 Exeter River Landing	236,251	68/6/147	1 Sterling Hill Ln #147	183,751
65/124/15	105 Portsmouth Ave #15	152,251	95/64/198	2 Plum St	152,251
95/64/258	18 Peach Street	236,251	104/79/324	324 Exeter River Landing	183,751
104/79/13	13 Exeter River Landing	183,751	73/22	14 Parker St	236,251
104/37	151 Court St	Denied	95/64/288	32 Lindenshire Ave	183,751
52/68	6 Stevens Court	152,251	81/34	33 Westside Dr	183,751
104/79/118	118 Exeter River Landing	152,251	104/79/8	8 Exeter River Landing	236,251
64/105/47	47 Hayes MH Park	183,751	35/9	50 Newfields Rd	183,751
104/79/217	217 Exeter River Landing	183,751	65/11	16 Douglass Way	236,251
90/18/2	3 Meadwood Dr	236,251	65/124/28	105 Portsmouth Ave 28	236,251
27/13	45 Beech Hill Road	183,751	64/105/85	85 Hayes MH Pk	152,251
104/79/405	405 Exeter River Landing	236,251	64/105/55	55 Hayes MH Pk	236,251
104/79/802	802 Exeter River Landing	183,751	104/79/116	116 Exeter River Landing	236,251
73/233	9 School Street	236,251	74/38	6 Scammon Lane	183,751
95/64/170	10 Lilac St	152,251	104/79/125	125 Exeter River Landing	236,251
87/14/18A	18 First St Pinecrest Pk	183,751	65/75	11 Jady Hill Circle	236,251
104/79/131	131 Exeter River Landing	183,751	65/58	23 Haven Lane	236,251
95/64/218	33 Cornwall Ave	236,251	104/79/16	16 Exeter River Landing	183,751
74/10	16 Cottage st	127,200	104/79/316	316 Exeter River Landing	Denied
65/16	19 Douglass Way	236,251	64/11	22 Green St	183,751

87/8/C-17	E&H Cooperative C-17	183,751	104/79/38	38 Exeter River Landing	183,751
99/26	7 Stoneywater Road	183,751	65/104/61	61 Hayes MH Pk	236,251
62/94	1 Penn Lane	236,251	104/79/19	19 Exeter River Landing	236,251
104/79/226	226 Exeter River Landing	236,251	95/64/199	16 Cornwall Ave.	Denied
51/5	4 Stoneybrook Lane	236,251	62/48	18 Crestview Drive	236,251
104/79/105	105 Exeter River Landing	236,251	70/126	3 Ridgewood Ter	152,251
65/124/35	105 Portsmouth Ave #35	183,751	104/79/301	301 Exeter River Landing	183,751
73/68/1	11A Carroll Street	183,751	32/12/16	16 Beech Hill MH Pk	152,251
103/13/22	22 Donna Dr	152,251	55/20	16 Colcord Pond Dr	152,251
52/74	5 Stevens Court	236,251	65/104/49	49 Hayes MH Pk	152,251
95/64/206	7 Pecan Street	236,251	89/18	2 Phinney Lane	227,200
52/63	6 Leary Ct	236,251	90/27	27 Ashbrook Rad	152,251
104/79/903	903 Exeter River Landing	236,251	65/51	6 Bonnie Drive	236,251
63/147	5 Locust Ave	236,251	61/23	10 Greenleaf Dr	236,251
22/1	76 Newfields Road	236,251	63/102/57	5 Brookside Dr u#9	236,251
64/17	1 Dewey Street	152,251	65/104/11	11 Hayes MH Pk	236,251
104/79/515	515 Exeter River Landing	236,251	104/79/2	2 Exeter River Landing	152,251
85/42	3 Meadow Lane	236,251	104/79/403	403 Exeter River Landing	152,251
76/9	29 Greenleaf Dr	152,251			

Veteran's Credit

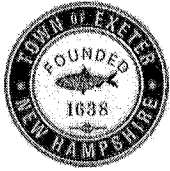
Map/Lot	Location	Credit
104/79/422	422 Exeter River Landing	500.00
95/64/17	20 Lindenshire Ave	500.00
86/25	26 Hampton Falls Road	500.00

Disability Exemption

Map/Lot	Location	Exemption
32/12/28	20 Beech Hill Road Lot 28	125,000
64/105/44	44 Hayes MH Pk	125,000
95/64/311	32 Hilton Ave	125,000
95/64/77	3 Wanda Lane	125,000
95/64/253	11 Peach St	125,000
68/6/188	1 Sterling Hill Ln u118 50%	107,800
65/124/27	105 Portsmouth Ave #27	125,000
95/64/117	26 Cherry St	125,000
51/6	6 Stoneybrook Ln	125,000
95/64/278	54 Alder Street	125,000
95/64/168	6 Lilac Street	Denial
87/14/10A	10 First Street Pinecrest Pk	125,000
38/4	30 Newfields Rd	125,000

Cost Estimate List for Mobile Home Removals:

	Organization	Price	Property
1	Sylvester's Construction	\$5,800.00	1015 Exeter River Landing
2	Sandbox Excavating	\$4,600.00	1015 Exeter River Landing
3	Bob's Heavy equipment	\$6,000.00	1015 Exeter River Landing
4	Bob's Heavy equipment	\$4,500.00	233 Exeter River Landing
5	Sandbox Excavating	\$4,000.00	233 Exeter River Landing
6	Bob's Heavy equipment	\$4,500.00	221 Exeter River Landing
7	Bob's Heavy equipment	\$4,500.00	901 Exeter River Landing
8	Hayes Mobile Home Park	\$3,500.00	9 Hayes MH Park



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

Signboard Requested: Poster Board Week: 9-16-2013 Plywood Board Week:

Representative Information:

Name: Evelyn Orr Address: 277 Water Street, Apt 214

Town/State/Zip: Exeter, NH Phone: 603-778-1287

Email: evelynorr@hotmail.com Date of Application: 3-21-2013

Organization Information:

Name: Exeter Women's Club Address: 277 Water Street

Town/State/Zip: Phone:

Reservation Information:

Type of Event/Meeting: Antique Appraisals Date: 10-6-2013

Times of Event: 1 - 3pm Times needed for set-up/clean-up: noon - 5pm

of tables: 3 # of chairs: 35

List materials being used for this event:

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 was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

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

Rental Fee: For Town Hall use there is a fee of \$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: Evelyn J Orr Date: 3/21/13

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



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: twnmgr@town.exeter.nh.us

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

Signboard Requested: Poster Board Week: 10/07/2013 Plywood Board Week: 10/07/2013

Representative Information:

Name: Exeter Republican Town Committee Address: c/o FA Ferraro, 3 Greenleaf Dr.

Town/State/Zip: Exeter, NH 03833 Phone: 603-957-8051

Email: fferraro2010@gmail.com Date of Application: 3/22/2013

Organization Information:

Name: Exeter Republican Town Committee Address: see above

Town/State/Zip: _____ Phone: _____

Reservation Information:

Type of Event/Meeting: Amos Tuck Day celebration Date: 10/12/2013

Times of Event: 10:00am - 4:00 pm Times needed for set-up/clean-up: 9:00 am

of tables: _____ # of chairs: 100

List materials being used for this event: Lecturn, PA system,

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 was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

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

Rental Fee: For Town Hall use there is a fee of \$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: *FA Ferraro* Date: 3/22/13

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

On behalf of the Exeter Republican Town Committee, I am requesting a waiver of the rental fee for the use of the Town Hall on October 12, 2013. The Exeter Republican Town Committee is a non-profit organization and the event planned for the Town Hall is in conjunction with the Exeter 375th Anniversary and the 160th Anniversary of the founding of the Republican Party in Exeter by Amos Tuck and John P. Hale.

The Hall is being rented for a celebration of the anniversary of the meeting in Exeter at which Amos Tuck and 14 other gentlemen discussed the formation of the Republican Party.

No food or beverages will be served, so no cleaning deposit is required.



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

Signboard Requested: Poster Board Week: 4/22/2013 Plywood Board Week: 4/22/2013

Representative Information:

Name: Exeter Republican Town Committee Address: c/o FA Ferraro, 3 Greenleaf Dr.

Town/State/Zip: Exeter, NH 03833 Phone: 603-957-8051

Email: fferraro2010@gmail.com Date of Application: 3/22/2013

Organization Information:

Name: Exeter Republican Town Committee Address: see above

Town/State/Zip: _____ Phone: _____

Reservation Information:

Type of Event/Meeting: A. Lincoln Exeter speech re-enactment Date: 4/27/2013

Times of Event: 10:00am - 4:00 pm Times needed for set-up/clean-up: 9:00 am

of tables: _____ # of chairs: 100

List materials being used for this event: Lecturn, PA system,

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 was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

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

Rental Fee: For Town Hall use there is a fee of \$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: *FA Ferraro* Date: 3/22/13

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

On behalf of the Exeter Republican Town Committee, I am requesting a waiver of the rental fee for the use of the Town Hall on April 27, 2013. The Exeter Republican Town Committee is a non-profit organization and the event planned for the Town Hall is in conjunction with the Exeter 375th Anniversary and the 160th Anniversary of the founding of the Republican Party in Exeter by Amos Tuck and John P. Hale.

The Hall is being rented for an educational event that will consist of the re-enactment of the speech given by Abraham Lincoln in Exeter in March 1860.

No food or beverages will be served, so no cleaning deposit is required.

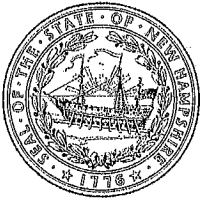
**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Town Manager
RE: Unutil Truck Available
DATE: April 1, 2013

The Fire Chief has reported to me that Unutil now has a surplus truck available. In talking with the company, they have indicated they would be willing to accept a bid conditioned on Selectmen approval. Initial bids are due not later than April 1, 2013.

As you know, this item was recommended by the Budget Recommendations Committee to be pursued to create budget savings as part of the 2013 budget process.

If the Town is able to acquire the surplus Unutil bucket truck through this process, the Fire Department will recommend selling the current Fire Alarm Truck, which is currently scheduled for replacement in the Town's CIP at a cost of \$142,156. The current Fire Alarm Truck is a 1993 International Bucket Truck.



Margaret Wood Hassan
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Peter M. Thomson
COORDINATOR

March 21, 2013

Chief Richard Kane
Exeter Police Department
20 Court Street
Exeter, NH 03833

Dear Chief Kane:

Please be advised that your contract for federal funds for Highway Safety Project #315-13A-171 entitled "Exeter Motorcycle" has been officially approved by this Office, and will be reimbursed to the extent described in the approved project application. You will note the effective date is **April 1, 2013**.

Reimbursement will be made after payment in full has been made and copies of invoices which have been paid are forwarded to this Office. Reimbursement procedures issued by the US Office of Management and Budget require that **billing for reimbursement for this contract must be received by the NH Highway Safety Agency within 20 days of the end of the contract period, or the purchase of equipment, whichever occurs first**. A copy of the "Procedure for Reimbursement of Federal Highway Safety Funds for Municipal Projects" is enclosed along with the questionnaire entitled "Project and Audit Information" which is to be completed and returned to this Agency.

Also find enclosed quarterly report forms for your use in reporting the progress being made as the result of this contract. The information is required for our reports to the National Highway Traffic Safety Administration to demonstrate the overall effectiveness of the State's Highway Safety Program. Please return the report to us as soon as possible after the end of each quarterly period.

We ask that you pay special attention to the audit report requirement appearing on the enclosed project addendum – HS-4(a).

Your cooperation will expedite the processing of reimbursements. If you have any questions concerning any aspects of this contract, please let me know at once so that we may complete the contract in an orderly fashion.

Sincerely,

Peter M. Thomson
Coordinator

/djf
Enclosures
cc: Russell Dean, Town Manager ✓



State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner

Earl M. Sweeney, Assistant Commissioner

Homeland Security and Emergency Management

Perry E. Plummer, Acting Director

Steven H. Temperino, Assistant Director



DATE: March 21, 2013

FROM: Elizabeth Peck, State Coordinating Officer
Homeland Security and Emergency Management

TO: Chairman, Board of Selectmen; State Agency Heads; School Districts; Nonprofit Organizations

SUBJECT: Major Disaster Declaration - Applicant Briefing Meetings (Public Assistance Only)

On March 19, 2013, President Barack Obama declared a major disaster for the State of New Hampshire due to a Severe Winter Storm and Snowstorm event on February 8 – 10, 2013. The major disaster declaration, for the Public Assistance Program, has designated applicants in **Belknap, Carroll, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford and Sullivan counties** eligible to receive federal assistance.

If damages resulting in eligible costs from this event during the incident period were incurred, then your community/organization may be eligible for cost reimbursement under the Public Assistance Program. If your community/organization is interested in applying for disaster assistance, we ask that a representative who is familiar with the event and would be available to assist the Federal and State Teams throughout the process attend a meeting identified below.

Please note that there is a 30-day period from the date of the declaration to submit a Request for Public Assistance (RPA) form to the State. The final submittal date is April 17, 2013 for all eligible applicants in the designated counties.

April 1, 2013 1:00 pm	April 2, 2013 9:00 am	April 2, 2013 1:00 pm	April 2, 2013 6:00 pm	April 3, 2013 9:30 am
Strafford County	Merrimack County	Hillsborough County	Hillsborough County	Rockingham County
Liberty North End Fire Station	NH Fire Academy	Goffstown Fire Station 19	Greenfield Town Office	Derry Municipal Center, 3 rd floor
262 Sixth Street Dover	98 Smokey Bear Blv Concord	656 Mast Road Goffstown	7 Sawmill Road Greenfield	14 Manning Street Derry

April 3, 2013 1:30 pm	April 4, 2013 1:00 pm	April 4, 2013 6:00 pm	April 5, 2013 10:00 am	April 8, 2013 6:00 pm
Rockingham County	Belknap County	Sullivan County	Carroll County	Cheshire County
Stratham Fire Department	Laconia City Hall 2 nd floor	Newport Fire Department	Conway Village Fire Station	Keene Public Library Auditorium
4 Winnicutt Road Stratham	45 Beacon Street Laconia	11 Sunapee Street Newport	128 West Main Street Conway	60 Winter Street Keene

This meeting will provide you with information about the declaration process, eligibility and document preparation. ***In addition to this declaration, snow assistance is authorized for the designated counties.*** It is **imperative** that a staff person, such as the Road Agent/Public Works Director and/or Finance Director of your community, be present at this meeting to apply for federal assistance and facilitate the application process.

If you have any questions and/or you cannot make this briefing, please call your Field Representative or me at 1-800-852-3792 or 603-223-3655.

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964



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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214
FAX: 603-271-6488
www.nhdfl.org

March 20, 2013

Brian Comeau
149 Kingston Road
Exeter, NH 03833-

Dear Brian:

Upon the review and approval of Forest Ranger John Dodge and the recommendation of your Board of Selectmen, I hereby re-appoint you Forest Fire Warden, Town/City of Exeter, for a term ending December 31, 2015.

You are assuming an office which carries with it substantial responsibilities. The prevention and control of forest fires is essential to the protection of life and property, and the maintenance of the forest resources of this state.

Forest Ranger John Dodge carries out this Division's forest protection responsibilities in your district. I know he will maintain close communications with you. If you have questions, feel free to call him or this office.

I congratulate you on your re-appointment and wish you the best in the performance of your assigned duties. We greatly appreciate your willingness to serve and look forward to working with you.


Sincerely yours,



Brad W. Simpkins
Interim Director

CC: Ranger
Board of Selectmen ✓



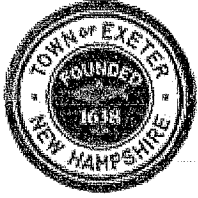
TDD ACCESS: RELAY NH 1-800-735-2964  recycled paper

DIVISION OF FORESTS AND LANDS 603-271-2214

Warden Deputy Warden Appointed

Location	Exeter																		
Title	LName	FName	Addr	City	State	Zip	Permit	NoticeDate											
Warden	Comeau	Brian	149 Kingston Ro	Exeter	NH	03833-	YES	YES											
Issuing Agent	Albine	Anthony	20 Court Street	Exeter	NH	03833-	YES	NO											
Issuing Agent	Avellino	Michael	20 Court Street	Exeter	NH	03833-	yes	no											
Issuing Agent	Bliddeau	Daniel	20 Court Street	Exeter	NH	03833-	YES	NO											
Issuing Agent	Booth	Ryan	20 Court Street	Exeter	NH	03833-	YES	NO											
Issuing Agent	Bradford	Mark	20 Court Street	Exeter	NH	03833-	YES	NO											
Issuing Agent	Clark	Shana	20 Court Street	Exeter	NH	03833-	YES	NO											
Issuing Agent	Cook	Mark	20 Court Street	Exeter	NH	03833-	yes	no											
Issuing Agent	Curtis	Richard	20 Court Street	Exeter	NH	03833-	yes	no											
Issuing Agent	Dawson	Lee	20 Court Street	Exeter	NH	03833-	YES	NO											
Issuing Agent	Fritz	Jason	20 Court St	Exeter	NH	03833-	YES	NO											
Issuing Agent	Galvin III	Roswell	20 Court Street	Exeter	NH	03833-4	YES												
Issuing Agent	Holmes	Stephen	20 Court Street	Exeter	NH	03833-	yes	no											
Issuing Agent	Liporto	Jeffrey	20 Court Street	Exeter	NH	03833-	yes	no											
Issuing Agent	Martin	Andrew	20 Court St	Exeter	NH	03833-	yes	no											
Issuing Agent	Pizon	Justin	20 Court Street	Exeter	NH	03833-	YES	NO											
Issuing Agent	Preble	Todd	20 Court Street	Exeter	NH	03833-	YES	NO											
Issuing Agent	Robicheau	Patrick	20 Court Street	Exeter	NH	03833-	yes	no											

Issuing Agent	St. James	Kevin	20 Court Street	Exeter	NH	03833-	yes	no
Issuing Agent	Stevens	Paul	20 Court Street	Exeter	NH	03833-	YES	NO
Issuing Agent	Turner	Steven	2 Cottage St	Kingston	NH	03848-	YES	NO
Issuing Agent	Wasiewski	Peter	20 Court Street	Exeter	NH	03833-	YES	NO
Deputy Warden	Berkenbush	Ken	20 Court St	Exeter	NH	03833-	YES	YES
Deputy Warden	Byrne	Ward N	20 Court St	Exeter	NH	03833-	YES	YES
Deputy Warden	Greene	Jason	206 North Haver	Kensington	NH	03833-	YES	yes
Deputy Warden	Irish	Robert	20 Court St	Exeter	NH	03833-	YES	YES
Deputy Warden	Matheson	Donald	20 Court Street	Exeter	NH	03833-	YES	NO
Deputy Warden	Morin	Paul	24 Ridge Crest	Exeter	NH	03833-	YES	YES
Deputy Warden	Wilking	Eric	162 Pickpocket	Brentwood	NH	03833-	YES	YES



TOWN OF EXETER, NEW HAMPSHIRE

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

www.town.exeter.nh.us

PUBLIC NOTICE

CONCERNING ALL ELDERLY, DISABLED, AND VETERANS

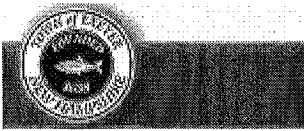
The Exeter Assessing Office is requalifying all Elderly Exemptions, Disabled Exemptions, and Veterans Credits for 2013.

ALL renewal applications are due in the Exeter Assessing Office **prior** to April 15, 2013. Failure to reapply will result in the elimination of the benefit for the June 2013 tax bill. If you have not yet reapplied, please contact the Assessing Office.

Please mail, phone, or visit the Assessing Office for additional information or help. Assessing Department's hours are 8:00-4:30 Monday thru Friday; 773-6110 or 773-6111.

John DeVittori
Town Assessor

March 27, 2013



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

Proclamation request

Mike Groshon <MGroshon@ncmec.org>

Mon, Mar 18, 2013 at 4:06 PM

To: "rdean@town.exeter.nh.us" <rdean@town.exeter.nh.us>

Dear Mr. Dean:

The National Center for Missing & Exploited Children (NCMEC) invites you to **issue a proclamation** to commemorate National Missing Children's Day. President Ronald Reagan declared the first National Missing Children's Day on May 25, 1983 and it continues to be annually recognized on this day. May 25th serves as a time to renew efforts to reunite missing children with their families, remember those who are still missing, and make child safety a national priority.

In addition to issuing a proclamation, we urge you to **get involved with NCMEC's Take 25 campaign**, which encourages parents and guardians, educators, law-enforcement officers, and others to take 25 minutes to talk to children about safety. We can provide you with free Take 25 resources that you can distribute within your community to create even more awareness of child safety.

For more information, please visit www.Take25.org or contact me by phone at 703-837-6238 or email at mgroshon@ncmec.org. I have also included suggested language for the proclamation. Thank you for your time and consideration.

Sincerely,

Mike Groshon
Staff Assistant
National Center for Missing & Exploited Children

**RESOLUTION.doc**

580K



Proclamation

National Center for Missing & Exploited Children® National Missing Children's Day

WHEREAS, according to the U.S. Department of Justice, an estimated 800,000 children are reported missing each year; and

WHEREAS, on average, approximately 2,000 children are reported missing to law-enforcement agencies daily; and

APPROXIMATELY, 58,200 of these children are victims of non-family abductions and more than 200,000 are the victims of family abductions; and

WHEREAS, the National Center for Missing & Exploited Children® (NCMEC) exists as a resource to help prevent child abduction and sexual exploitation, help find missing children, and assist victims of child abduction and sexual exploitation, their families, and the professionals who serve them, and

WHEREAS, this special day is a time to remember those children who are missing and give hope to their families.

NOW THEREFORE BE IT RESOLVED that, in partnership with NCMEC and its supporters, [city/county/state] proclaims May 25 as National Missing Children's Day.

THEREFORE, BE IT FURTHER RESOLVED that [city/county/state] urges the participation of local government, law enforcement, and communities in the protection of children and educating children about child abduction and sexual exploitation, and how to respond and seek help from law enforcement, social services, and NCMEC.

THEREFORE, BE IT FURTHER RESOLVED that [city/county/state] encourages all individuals to take 25 minutes to help children stay safer.

THEREFORE, BE IT FURTHER RESOLVED by [city/county/state]: That May 25, [YEAR], is set aside as National Missing Children's Day as part of [city/county/state]'s continuing efforts to prevent the abduction and sexual exploitation of children.

ABUTTER NOTICE

SITE PLAN REVIEW TECHNICAL ADVISORY COMMITTEE PORTSMOUTH, NEW HAMPSHIRE

NOTICE IS HEREBY GIVEN that the Site Plan Review Technical Advisory Committee will hold Public Hearings on the following applications on **Tuesday, April 2, 2013 at 2:00 p.m.** in the Eileen Dondero Foley Council Chambers in the Municipal Complex, 1 Junkins Avenue, Portsmouth, New Hampshire.

NOTICE IS ALSO HEREBY GIVEN that should the Technical Advisory Committee complete its review of these applications and make a recommendation to the Planning Board, the Planning Board will hold a Public Hearing on the applications on **Thursday, April 18, 2013 at 7:00 p.m.** in the Eileen Dondero Foley Council Chambers, in the Municipal Complex, 1 Junkins Avenue, Portsmouth, New Hampshire.

A. The application of **Strawbery Banke, Inc., Owner**, for property located at **14 Hancock Street**, requesting Amended Site Plan Approval to construct a 1,097 s.f. addition to the existing Visitor Center, with related paving, utilities, lighting, landscaping, drainage and associated site improvements. Said property is shown on Assessor Map 104 as Lot 7 and lies within the Mixed Residential Office (MRO) District and the Historic District.

B. The application of **Alissa C. Bournival, Owner**, for property located at **2355 Lafayette Road**, requesting Site Plan Approval to a fenced unpaved test drive track for 4-wheel drive SUVs associated with the sales of vehicles at the existing car dealership, with related paving, utilities, lighting, landscaping, drainage and associated site improvements. Said property is shown on Assessor Map 272 as Lots 7 & 9-6 and lies within the Gateway District.

✓ C. The application of **GMR Holdings of NH, LLC, Applicant**, for property located at **163 International Drive**, requesting Site Plan Approval to install a 150' wireless communications tower within a 60' x 60' fenced compound together with related antennas and supporting ground equipment, with related paving, utilities, lighting, landscaping, drainage and associated site improvements. Said property is shown on Assessor Map 313 as Lot 14 and lies within the Pease Airport Business Commercial District.

D. The application of **Two International Group, LLC, Applicant**, for property located **25 New Hampshire Avenue**, in the Town of Newington and the City of Portsmouth, requesting Site Plan Approval to demolish an existing office building and construct a new 2-story mixed use medical-clinic/office building with a 21,682 s.f. footprint, with related paving, lighting, utilities, landscaping, drainage and associated site improvements. Said property is shown on Assessor Map 302 as Lots 4, 5, 6, and 7 and lies within the Pease Airport Business Commercial District.

AS AN ABUTTER YOU ARE INVITED TO ATTEND THESE MEETING(S) IN PERSON OR BY COUNSEL OR AGENT AND STATE REASONS WHY THE ABOVE APPLICATION(S) SHOULD OR SHOULD NOT BE GRANTED. Please call the Planning Department during the week of April 15th, 2013 for the actual Planning Board agenda format or check the City's website at www.cityofportsmouth.com.

NOTICE TO MEMBERS OF THE PUBLIC WHO ARE HEARING IMPAIRED

If you wish to attend a meeting and need assistance, please contact the Human Resources Office at (603) 610-7270 one week prior to the meeting.