

**Exeter Board of Selectmen Meeting  
Monday, March 10<sup>th</sup>, 2014, 7:00 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. Public Comment
3. Minutes & Proclamations
  - a. Regular Meetings: February 10<sup>th</sup>, 2014
  - b. Regular Meetings: February 24<sup>th</sup>, 2014
4. Appointments
5. Discussion/Action Items
  - a. New Business
    - i. Assessing Agreement: Municipal Resources
  - b. Old Business-
    - i. Bid Award: Groundwater Plant Piping
    - ii. Lincoln Street 2 Hour Parking: Third Reading
    - iii. Fogg Rollins Update: Cemetery Acceptance
6. Regular Business
  - a. Bid Openings/Surplus Declarations
  - b. Tax, Water/Sewer Abatements & Exemptions
  - c. Permits & Approvals
  - d. Town Manager's Report
  - e. Legislative Update
  - f. Selectmen's Committee Reports
  - g. Correspondence
7. Review Board Calendar
8. Non Public Session
9. Adjournment

Don Clement, Chairman  
Board of Selectmen

Posted: 3/7/14 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.

## Draft Minutes

### Exeter Board of Selectmen

February 10, 2014

#### 1. Call Meeting to Order

Chairman Don Clement called the meeting to order at 7:00 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Selectman Frank Ferraro, Selectwoman Gilman, and Selectman Matt Quandt. Town Manager Russell Dean was also present. Vice Chair Chartrand was absent.

#### 2. Public Comment

Dennis Brady, Exeter resident, said he had two requests for the Board. First, he read the RSA pertaining to minutes and when they are to be posted. He said the minutes from the deliberative session were not posted yet and he requested a copy. Chairman Clement said the Town Clerk is working on that and he suggested Mr. Brady come to the town office the following day for a draft. Next, Mr. Brady asked the Board to always second motions made so they are opened for discussion. He said it is important for the public to know the Board's stand on matters.

Lee Quandt spoke on behalf of the VFW and said they would like to make a donation to the town. He talked a little about the VFW and said they want to donate teddy bears to the town's ambulances for when they transfer children. He introduced Commander Lyman who explained why they donate teddy bears. He said it helps relieve the stress the kids are feeling in the ambulance. He gave one to Ken Berkenbush and said he would deliver the rest to the fire department.

Brandon Stauber spoke, inquiring what the follow-up steps would be regarding the all boards meeting. Chairman Clement said as soon as the elections are over they would discuss having another all boards meeting to move forward. Mr. Stauber said he felt slighted that no action had been taken to follow-up that meeting. He asked the BOS to get it going.

#### 3. Minutes & Proclamations

##### **a. Regular Meeting: January 21, 2014**

Selectman Ferraro had an amendment to page 9 adding "to one organization over another" to the end of paragraph 8. Chairman Clement had an amendment to page 9, paragraph 3. The last sentence should read "Chairman Clement said he is not comfortable with doing this." Chairman Clement had another amendment to page 4, paragraph 9 changing "Lampert" to "Lambert". A Motion was made by Selectwoman Gilman and seconded by

Selectman Quandt to approve the minutes of the January 21, 2014 BOS meeting as amended. Motion carried – all in favor.

**b. Regular Meeting: January 27, 2014**

A Motion was made by Selectman Quandt and seconded by Selectman Ferraro to approve the minutes of the January 27, 2014 BOS meeting as presented. Motion carried – all in favor with one abstention from Selectwoman Gilman.

**4. Appointments**

Selectman Clement asked the Board to forgo the interview process with Bill Campbell, as he has been involved with boards and committees previously and is well known. A Motion was made by Selectman Quandt and seconded by Selectman Ferraro to appoint Mr. Bill Campbell to the Conservation Commission as an alternate. Motion carried – all in favor.

**5. Discussion/Action Items**

**a. New Business**

**I. Sportsmen's Club: Berm Plan**

Ken Berkenbush said he was in front of the Board to talk about the remedial action plan pertaining to the Sportsmen's Club. The town and the Club have come to an agreement. The first thing that needs to happen is sound testing. He went through how this is going to be done. He said he had a meeting with Gary Garfield to discuss what kinds of weapons would be used for this. The Town of Exeter is responsible for the cost.

The next task to be done is tree removal. The Club has to remove some trees to construct their berm. The Club is responsible for this cost.

Silt fence instillation is the next task, of which the Club will be responsible for the cost.

The next task is removal of clay targets. The town is responsible for the cost of the dumpster/disposal. The Club will be responsible for the contractor loading.

Removal of soil into berm is next. The Club is responsible for the cost with a 15' removal limit.

Replacement of soil is the next task. The town provides the soil and the Club will be in charge of hauling it. Jay Perkins would like to load trucks with the towns own loader.

After all this is completed they will be doing sound testing again. And then finally report testing which will be the responsibility of the town.

The Club wanted a start date so April 15 will be the sound testing. All other items can start April 16.

Turbidity came up in discussion. Gary Garfield suggested using the readings from the water treatment plant. It is the only place that has historical data.

Mr. Berkenbush said he asked town counsel who was responsible for the solid waste at the Club prior to the lease and who is responsible after the lease. Counsel said the town and the Club share equal responsibility for solid waste. He asked counsel about past practice, saying just because the town cleaned the stream one time does that mean they have to every time? Counsel said no.

Chairman Clement opened the discussion to the public.

Dennis Brady asked if there is a goal for the second set of sound testing. Mr. Berkenbush said it is to show reduction and see what the berm provides for sound relief.

Beth Brosnan spoke, asking where the exact locations are for the sound testing. She is hoping the neighbors can give some input. Also, at the 7/12/12 Planning Board meeting Mr. York said the objective was to mitigate noise by ten decibels. She said that would go a long way for fulfilling the Club's promise to be good neighbors. Ms. Brosnan also wondered what additional steps can the Club take to get up to a ten decibel decrease if the results aren't there after the second testing.

Mr. Berkenbush said Allen Street, Windermere Lane, and Thornton Street area is where testing will be done.

Selectman Ferraro said Mr. York said it was their objective to mitigate the ten decibels, not a promise. He said if they are unhappy with the numbers after the testing then they will take it from there. His goal is to mitigate the noise as much as is practical.

Jim Samiljan talked about the plan process. He said he wrote the Board a couple weeks ago to express his frustration with the protocol. He said he was not able to provide any input in the plan. Selectman Ferraro said this was not done in final draft. He said Mr. Samiljan was asked if he had anything to offer and chose not to participate. Selectman Ferraro thinks this is a good plan. It shares responsibility for getting several things done. Mr. Samiljan said he just does not want to be a part of it as he didn't add anything. Chairman Clement asked him if there is anything that is left out that he would like to add. Mr. Samiljan said he is not saying it is a bad agreement, but he can't claim part ownership.

Ms. Brosnan said Mr. Berkenbush gave important information and she was seeking about liability. Mr. Berkenbush said he should have a written agreement between the Club and the town outlining this proposal.

A Motion was made by Selectman Quandt and seconded by Selectman Ferraro to approve the Exeter Sportsmen's Club Site Phase One plan as presented by Mr. Berkenbush and a written agreement be made between the Sportsmen's Club and the Town of Exeter. Motion carried – all in favor.

## **II. Urban Exemption Application**

Mr. Dean talked about the town applying to DES for the Urban Exemption program. It would exempt from state filings that would have to be made in certain urban areas. It would have to be supported by the BOS. He talked about other towns that have this Urban Exemption.

Jeff Caban, from TFM, provided a map with recommendations of an urban exemption area. He explained that if there were to be small additions in this area, decks and such, they would be exempt from having to go through the state; they would just need to go through the town process. If the town requests urban exemption, they could tweak the overlay depending on vegetation and such or what is in the area. He said urban exemption just makes the process easier because you do not have to go through the state.

Looking at the map, Selectman Ferraro suggested including a portion of River Street that goes down to the PEA. Mr. Caban said the map is just a suggestion and the town can give more suggestions.

Chairman Clement said in this proposed area all vegetative buffers have been depleted. This area is the head of the tide. It is the spawning area for multiple species of fish. It is important to keep water quality good. He is afraid there could be some future negative impacts. He said he would be reluctant to approve this.

Mr. Caban said the urban exemption area is designed to affect an area that is highly developed. He went on to say he thought this was a reasonable idea to present.

Selectman Quandt said he is stepping back from the process.

Chairman Clement said he would like to get the Conservation and Exeter Squamscott Committees inputs.

Selectman Ferraro said he would like to think some more about this and suggested possibly putting it on the next agenda so they can get those other Committee's inputs.

The Board told Mr. Caban they would let him know when they put it in the agenda again.

### **b. Old Business**

## **I. Lincoln Street First Reading 2 Hour Parking**

Chairman Clement read the proposed amendment to the Chapter 1 Parking Regulations. The new ordinance would add section 103.1 Two-Hour Parking Limit. A Motion was made by Selectman Quandt and seconded by Selectwoman Gilman to open public hearing for the ordinance change. Motion carried – all in favor. Selectwoman Gilman asked if this is just the short-term recommendation. Chairman Clement said yes, this is the short-term solution from Chief Kane.

Selectman Ferraro reminded that if Burnham Cleaners is included in this two-hour limit it would not be good for business. Their customers doing laundry would sometimes need to be there longer than two hours. Chairman Clement said a map of the area would be helpful. Mr. Dean said he could provide that. Selectman Quandt said he is not opposed to going from Burnham and down.

Selectman Ferraro asked if they should add Tremont to the two-hour limit.

Chairman Clement said the long-term is finding a true solution to accommodate the train rider without impacting businesses and residential, and this is a start.

Selectwoman Gilman said they have to make clearing the roads from the snow a priority.

A Motion was made by Selectman Quandt and seconded by Selectwoman Gilman to close the public hearing. Motion carried- all in favor.

So, Chairman Clement said they would look at excluding Burnham Cleaners and Mr. Dean said he would bring a map next time.

## **II. Deliberative Session Follow Up**

Chairman Clement said Mr. Dean added the ballot and warrant to the packet. Mr. Dean said there were three articles amended: Article 17, Article 20, and Article 23. Selectman Ferraro asked what the amendment was to Article 17. Chairman Clement said the wording was changed. Selectwoman Gilman had the original draft warrant and explained the amendment.

A Motion was made by Selectman Quandt and seconded by Selectwoman Gilman to recommend Article 17 as presented which was amended by the deliberative session. Motion carried – with a 3-1 vote and one abstention.

## **6. Regular Business**

### **a. Bid Openings/Surplus Declarations**

None.

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

A Motion was made by Selectwoman Gilman and seconded by Selectman Ferraro to approve the disability exemption for map 60, lot 9 in the amount of \$125,000. Motion carried - all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve two veteran's credits both in the amount of \$500 for map 66, lot 6, unit 316, and map 68, lot 6, unit 548. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve the elderly exemption for map 32, lot 12, unit 5 in the amount of \$152,251. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to deny two abatements for map 68, lot 6, unit 515 and map 74, lot 78, unit 16. Motion carried - all in favor.

**c. Permits & Approvals**

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve the permit for use of the Town Hall by Felicia Leighton-Ibbotson for a Tai Chi Chuan Workshop on September 6 and 7. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve the use of the Town Hall by The Heron Group for art/music or movie on December 5, 6, and 7 with the time TBD. Motion carried – all in favor.

**d. Town Manager's Report**

Mr. Dean talked about the following:

- The Town Clerk is looking into marriage license fees. There is no charge now. There should be a proposal next meeting.
- The Town Hall flooring is complete and everything is on schedule.
- The EDC will be sponsoring a business after hours on April 18.
- The Town Assessor announced his retirement. They are looking for more options for a new assessor. He has been with the Town since 1988.

**e. Legislative Update**

None.

**f. Selectman's Committee Reports**

Selectman Ferraro had no committees to report but said he attended the River Study meeting at the library on February 6. He said it was well attended and he learned a lot. River Study will do two river walks on Feb. 22 and March 8. He also said water/sewer will meet Wednesday night and Planning Board will meet Thursday night.

Selectwoman Gilman had no committees to report but is attending the Economic Development Committee the following day.

Selectman Quandt had nothing to report.

Chairman Clement said he also attended the River Study meeting at the library. It was a very good meeting. Conservation Committee will meet tomorrow. He said he has been attending the CAPE meetings.

**g. Correspondence**

The following correspondence were included in the packet:

- A letter from Jay Couture of the Seacoast Mental Health Center
- A letter from Dover City Manager J. Michael Joyal
- A Personal Notice from the Town of Epping Planning Board
- An EXTV monthly report

**7. Review Board Calendar**

Chairman Clement said the next BOS meeting will be February 24, 2014.

A Motion was made by Selectman Quandt and seconded by Selectwoman Gilman to go into a 91-A non-public session to discuss a fee waiver at 8:50 pm. Motion carried – all in favor.

After emerging from non public session. Selectman Ferraro moved to adjourn, seconded by Selectman Quandt. The Board stood adjourned at approximately 9:10 p.m..

Respectively submitted,

Nicole McCormack  
Recording Secretary



## Draft Minutes

### Exeter Board of Selectmen

February 24, 2014

#### 1. Call Meeting to Order

Chairman Don Clement called the meeting to order at 7:00 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Dan Chartrand and Selectman Quandt. Selectman Frank Ferraro and Selectwoman Gilman were absent. Town Manager Russell Dean was also present.

2. Board Interview – Wheelwright Room, ZBA – Prior to the regular business meeting, the Selectmen interviewed Laura Davies for a position on the Zoning Board at 6:50 p.m..

#### 3. Public Comment

Harry Thayer spoke about the upcoming possible Great Bay Kids lease with the town. He said if Great Bay was doing their job this would have never been an issue. He went through the history of the land where Great Bay wants to build their new facility. He said the intent of this land was always for a recreation facility. Now the recreation intent may change. The tax map and lot number indicated in Article 21, which asks the BOS to give a lease to Great Bay, is on land used for the recreation park. He quoted some December minutes from a non-public session where the BOS agreed to support the Great Bay lease. He said this land was not made public until the February 1 deliberative session. He urged Exeter voters to not vote for Article 21.

Bill Campbell praised the work of the Great Bay Kids but cannot justify approving Article 21. He said the article is not informative enough. He went on to talk about access to the land. He said not many voters know where this lot actually is. He wondered what the rush was to put it on the ballot and said he hopes Exeter residents vote against this article in March.

Dennis Brady spoke about the Warrant Articles, asking the Board to keep with the intent of articles.

Brian Griset said there is no deed restriction for the rec park. He said he spoke with the President of Great Bay and offered to help them find different land.

There was discussion about the minutes of a December non-public session not being available, and Selectman Quandt said the Board never intended to have them sealed. He made a Motion, seconded by Vice Chair Chartrand, to unseal the minutes of the December 30 minute non-public session. Motion carried – all in favor.

Thomas Needham spoke, giving some of his observations he has noticed about the town. He said he has been stopped by police for sobriety tests and had to explain himself for hours. He said he walks quite a bit and is most scared of town vehicles, saying some town workers are not nice.

#### **4. Minutes & Proclamations**

##### **a. Regular Meeting: February 10, 2014**

The minutes were tabled until the next meeting.

#### **5. Appointments**

No appointments.

#### **6. Discussion/Action Items**

##### **a. New Business**

##### **I. Finance Quarterly Report – Finance Director**

Doreen Ravell, Finance Director, gave the fourth quarter financial report. She said she would be reporting on the General Fund, Water Fund, Sewer Fund, and three Revolving Funds.

She said the General Fund revenues are down, although there was a LGC refund of \$328,736. The fund balance is \$42,679. Income from departments went down, and she gave some examples of that. In regards to expenses, there was a large increase in legal fees this year over last year. It is up by \$43,600 in 2013. The net income in the General Fund is \$743,306. She said the fund started 2013 with \$2.4 million and ended 2013 with \$3.2 million. Chairman Clement asked income from certain departments and Mr. Dean said some a lot of it comes from blue bag purchases and gave a few other examples.

Next, Ms. Ravell talked about the Water Fund. There was an increase of proposed revenues of \$96,513. The net income was \$233,909 over budget. The fund started the year with \$982,000 and ended with \$1.2 million.

The Sewer Fund revenues were a little below average. There was a \$139,000 decrease in sewer revenues. As far as expenditures, less was spent than projected. The fund started the year with \$1.7 million and ended with \$1.9 million.

The first Revolving Fund was recreation. She said expenses were higher than budgeted. The net income for the year was \$10,853.

The next Revolving Fund was the cable/tv fund. The total expenditures are \$56,201. The net income in fund is \$75,196 and there is \$119,000 in the fund now.

The last Revolving Fund is EMS. There was a \$149,135 profit this year. Total expenditures are \$331,273.

She included a list of property tax receivable liens from 2005 to 2012. She said they are 96% collected on property taxes billed for 2013. There was a 70% decrease in property taxes in arrears. She is seeing a significant change in this area.

She gave an analysis of the water and sewer receivables, saying a large part of the \$180,000 owed are sewer only customers.

## **II. Public Hearing: TIF RSA Adoption**

A Motion was made by Selectman Quandt and seconded by Vice Chair Chartrand to open a public hearing on RSA 162-K:4. Motion carried – all in favor.

Mr. Dean said this is a Warrant Article and if it passes the town will be authorized to bring forward a specific proposal for a TIF.

Brian Griset asked if it is true that if TIF passes it will result in higher tax rates for properties outside the TIF area. Vice Chair Chartrand said there can't be an answer to that without going into specifics. It's a hypothetical.

Elizabeth McDonald, Chairman of the TIF Subcommittee, read the purpose of this legislation. She said to adopt this enabling statute would leave the impression that Exeter is open for business. She said it will be a great tool for Exeter. It will help move the economy forward.

Vice Chair Chartrand went through the recent history of the TIF process. He said they have been through three hoops (BOS and the EDC), voted to go forward with the TIF, and now it goes to the voters.

A Motion was made by Selectman Quandt and seconded by Vice Chair Chartrand to close the public hearing on RSA 162-K:4. Motion carried – all in favor.

## **III. Public Hearing: Baggage Building/Welcome Center – Dubois/King**

A Motion was made by Selectman Quandt and seconded by Vice Chair Chartrand to go into a public hearing on the Welcome Center. Motion carried – all in favor.

Mr. Dean wanted to recognize everyone involved in this project. This is a required public hearing. The project involves the restoration of the former baggage station.

Scott Bourcier, of Dubois and King, gave a presentation on the Dubois and King study. He said the purpose of the study was to address the key deficiencies and develop a regional

transportation hub. He talked about the project area and said ridership has grown 216%. In 2006, 40% of the riders were resident and 60% were non-residents. They are hoping to have more out-of-towners ride the train. There are five alternatives he proposed for the station. The fifth alternative is the rehab of the existing baggage building with a cost of \$490,000. It meets all goals and allows an expansion of the railway by PanAm.

Mr. Bourcier said it is now up to the Board to vote and approve an alternative.

Dennis Brady asked how much has been spent on this project so far. He also wondered how much more was needed to get to where they need to be and how much the total project will cost. Mr. Bourcier said the study to come up with alternatives cost \$36,000 and the total project construction cost is estimated at \$490,000.

Brandon Stauber asked about the original article from 2011 regarding this. He also wondered what the maintenance costs would be for the building. Mr. Dean said the original article in 2011 reflected a \$403,200 figure for the project. He also said they have not looked at a figure for maintenance yet.

Bob Hall, of the Exeter Station Committee, said alternative 5 is the best choice to go on to the state for review.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to close the public hearing. Motion carried – all in favor.

Mr. Dean said there does not need to be a financial decision tonight, it is to understand a preferred alternative given Dubois and King to pass on to the NHDOT.

Chairman Clement said if they pick tonight, are they obligated to enter into an agreement tonight. Vice Chair Chartrand said they should recommend alternative 5 to the DOT and then they can find out how much money it will cost.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to recommend alternative 5 and let the process move forward. Selectman Quandt asked about the process. Mr. Bourcier went through the process. He said right now has an agreement only to complete the study. Chairman Clement said he is reluctant to commit the taxpayers to this because they haven't even voted on it yet. He asked when they need to make a selection. Mr. Bourcier said a decision had to be made tonight and explained why, saying the DOT needs it for a deadline. The DOT needs to know where the money is being allocated. If the vote is not taken tonight they could lose grant money for the project. With a Motion on the table Chartrand and Quandt voted yes and Clement voted nay – Motion carried.

#### **IV. Marriage Fee Proposal – Town Clerk**

Andrea Kohler, Town Clerk, talked about having a fee for the getting married by a Justice of the Peace at the Town Hall. Currently, there is no fee. She would like to charge \$40.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to accept the Town Clerk's proposal to charge \$40 for solemnization of marriage. Motion carried – all in favor.

#### **b. Old Business**

##### **I. Lincoln Street Second Reading 2 Hour Parking**

A Motion was made by Selectman Quandt and seconded by Vice Chair Chartrand to open the discussion on the Lincoln Street second reading. Motion carried – all in favor.

Jim Batchelder, a Garfield Street property owner, said he is concerned that if the parking is limited then people will park in areas around Lincoln Street (Garfield Street being part of that area). He said he talked to Selectwoman Gilman about the area impacted. Vice Chair Chartrand explained why it is just the west side of Lincoln. Chairman Clement said it is important to have maps so people can get a visual.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to close the public hearing. Motion carried – all in favor.

#### **7. Regular Business**

##### **a. Bid Openings/Surplus Declarations**

Chairman Clement gave the following bids for the Ground Water Plant piping:

1.	American Excavating Corporation	\$855,910
2.	D & C Construction Company	\$822,259
3.	Kingsbury Company	\$854,445
4.	Northeast Earth Mechanics	\$846,456.55
5.	JA Polito & Sons	\$896,073
6.	Moaratty & Sons	\$1,043,325.10

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to turn this over to the engineering consultant for recommendation. Motion carried – all in favor.

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

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to deny the abatement for map 95, lot 82 in the amount of \$4,317.01. Motion carried- all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to approve two veteran's credits both in the amount of \$500 for map 68, lot 6, unit 447, and map 62, lot 7. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to approve three elderly exemptions for map 70, lot 15; map 104, lot 79, unit 316; and map 103, lot 13, unit 17 in the amount of \$183,751, one elderly exemption for map 104, lot 79, unit 137 in the amount of \$152,251, and one elderly exemption for map 104, lot 79, unit 116 in the amount of \$236,251. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to approve two disability exemptions for map 63, lot 102, unit 38 and map 87, lot 14, unit 4B both in the amount of \$125,000. Motion carried - all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to approve the religious property exemption for map 29, lot 26 for the total value of the property. Motion carried – all in favor.

Mr. Dean said there was an abatement request for map 87, lot 14, unit 4A in the amount of \$185.59. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to move the abatement. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to approve the abatement request for map 110, lot 2, unit 35 in the amount of \$98.91. Motion carried – all in favor.

There is a letter in the packet from the Deputy Tax Collector and Finance Director recommending abatement for tax bills deemed uncollectable. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to write off \$95,037.75 in current use tax and \$2,365.61 in yield tax receivables from old manual bills deemed uncollectable for the years 1999 to 2007. Motion carried – all in favor.

There is a HealthTrust application and participation agreement in the packet. Mr. Dean read Exhibit A Certificate of Authorizing Resolution to the Board. A Motion was made by Selectman Quandt and seconded by Vice Chair Chartrand to move this Certificate of Authorizing Resolution. Motion carried – all in favor.

Next, Mr. Dean read Addendum 3A HealthTrust, Inc. Combination of Entities for Rating Purpose Certificate of Authorizing Resolution. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to move said Addendum. Motion carried – all in favor.

Lastly, Mr. Dean read Certificate of Authority for the Household Hazardous Waste Collection Day 2014 and a Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to move said Certificate. Motion carried – all in favor.

**c. Permits & Approvals**

None.

**d. Town Manager's Report**

Mr. Dean talked about the following:

- The retirement party for the assessor is on Friday and all are invited. The town is working on some potential options to fill the position.

**e. Legislative Update**

None.

**f. Selectman's Committee Reports**

Vice Chair Chartrand had nothing to report.

Chairman Clement said Conservation Committee and River Study were to meet.

Selectman Quandt had nothing to report.

**g. Correspondence**

The following correspondence were included in the packet:

- A letter from Robert Eastman regarding a NH Right To Know request on solar information
- A Conservation Committee Memorandum about a State Shoreland Urban Exemption Application
- A letter from Jennifer Perry to NHDOT about the NHDOT Municipal Bridge Aid Program
- A letter from Bruce DeMay from NHES regarding Exeter's community profile.
- A letter from Anush Hansen about downtown pedestrian/driver safety

**7. Review Board Calendar**

Chairman Clement said the next BOS meeting will be March 10. At which time they will have the third reading on Lincoln Street.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to adjourn the meeting at 9:30 pm. Motion carried – all in favor.

Respectively submitted,

Nicole McCormack  
Recording Secretary



Selectmen Appointments

Monday March 10, 2014

Board: Zoning Board of Adjustment

Appointee: Laura Davies, 20 Pickpocket Road

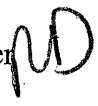
Term to expire: April 30, 2016

Status: Regular Member

Move the Board of Selectmen appoint Laura Davies to the Zoning Board of Adjustment as a regular member with a term to expire April 30, 2016.

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen

FROM: Russell Dean, Town Manager 

RE: Assessing Agreement

DATE: March 10, 2014

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In your packet this week is an agreement with the Municipal Resources to do assessing work for the Town of Exeter until December 31, 2014. Municipal Resources handles assessing for a number of New Hampshire communities and was contacted after Town Assessor John DeVittori retired. John's last active day with Exeter was February 28, 2014.

I am recommending the Board accept this contract. As you will note the rate is \$4,700 per month based on 2-3 days per week of work. Also included in the monthly rate is a review of current practices and structure of the assessing office.

While it is not known at this point whether contracting assessing services makes the most sense for the Town long term, this contract if annualized would generate an annual savings of \$75,418 at the base rate, and \$43,618 if the cyclical inspection rate is used. These savings are based on a comparison of the assessor's wage/benefit package compared to the contract. It is worth noting the assessor was a long-time Town employee working a 40 hour per week schedule as opposed to 2-3 days per week.

When the Town had a full time assessor, cyclical inspection work was contracted out so if the Town opts for this service through MRI, the contract price of \$7,350 per month would apply.

I recommend acceptance of this contract and an ongoing review of the assessing services through 2013 to determine whether this kind of arrangement makes sense for Exeter for the longer term.

120 Daniel Webster Highway  
Meredith, NH 03253



Municipal Resources  
[www.municipalresources.com](http://www.municipalresources.com)

*Town Manager's Office*

FEB 26 2014

*Received* tel: 603.279.0352 • fax: 603.279.2548  
toll free: 866.501.0352

Mr. Russell Dean, Town Manager  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Dear Mr. Dean:

Enclosed please find the Professional Services Agreement for Assessing services. Please have the document signed and returned to us. Once Don signs the agreement we will forward you a copy for your files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kathleen M. Burgess  
HR/Finance Department

Enclosure(s)



Municipal Resources  
www.municipalresources.com

## **PROFESSIONAL SERVICES AGREEMENT**

### **I. PARTIES TO THE AGREEMENT**

This Agreement, dated February 24, 2014, is intended to provide a professional consulting relationship for services to the **TOWN OF EXETER, NEW HAMPSHIRE (Client)** to be provided by **MUNICIPAL RESOURCES, INC. (MRI)**, and is lawfully entered into between the Client, by its Town Manager, Russell Dean, and Select Board Chairman, Don Clement, and MRI, by its President, Donald R. Jutton. The Client's contact person responsible for administering this agreement is the Town Manager, Russell Dean.

### **II. INITIAL SCOPE OF WORK**

Generally, to provide Interim Assessing and related support services, in the on-going operations of the Exeter Assessing Department. To assist the Select Board in fulfillment of their duties and responsibilities related to the tax assessment of real property throughout the municipality. The foregoing is not intended to include either partial or full revaluations, or updates without a separate contract, which is required by the Department of Revenue Administration (DRA).

MRI will:

- Adequately manage and maintain the following; exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations.
- Conduct careful measuring, listing, and valuation of new or newly modified properties as a result of the issuance of permits, or any other applicable source.
- Perform field inspections on all properties that have transferred during the contract period. The Assessor will investigate and verify the circumstances surrounding all sales as required by the DRA.
- Perform field inspections and other studies to review all abatement requests.
- Meet with taxpayers wishing to discuss their valuations.
- Meet with the Municipal Administration, Department Heads, and/or Select Board upon request.

- Consider all properly filed abatement requests by any taxpayer and after review and research shall make a recommendation to the Select Board/Assessors in writing.
- Represent the Municipality and its best interest in all abatements or appeals.
- Meet and work with State Monitors to ensure the Municipality is meeting all certification requirements of DRA and to maintain a good working relationship.
- Perform annual assessment to sales ratio studies for the purpose of informing the Select Board/Assessors of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8 – Revised Inventory.
- Work with Vision’s CAMA System.
- It is the intent of the parties to meet and review the status of the contract after 60 days to ascertain the overall progress and effectiveness of the services. This may include a meeting with the Exeter Board of Selectmen as required.
- Between March 1 and May 1, 2014 MRI will conduct an assessment of the assessing operation and provide a report no later than May 15, 2014 which details any suggested changes and provides estimates of the time required to conduct all assessing operations.
- Conduct a cyclical review of 25% of the properties per year, if, as a result of the assessment of the assessing operation review, the Town determines that it wishes such a review to be conducted.
- 60 days prior to the end of the agreement, the Town, and MRI will meet to determine if it is mutually agreeable to enter into a longer term arrangement for the provision of assessing services.

It is expected that Town staff will be responsible for getting ownership transfers, exemptions, and all other data into the Town billing system, and for the input of ownership transfers and other data into the CAMA system. The Town staff will also provide photocopies of building permits and any other applicable information for each property to be reviewed and will provide other clerical/administrative assistance. It is also expected that any questions or issues that arise, whether originating from a Municipal official, employee, or taxpayer, will be brought to MRI’s attention at the earliest opportunity, so that it may be dealt with expeditiously. With regard to the second, third, and next to the last bullet items above, it is MRI’s intent to make one visit to the properties. If someone is present at the time of the visit, an interior inspection will be attempted. In all cases, MRI will measure the exterior of the improvements. In those cases where the interior is not viewed, a list will be provided so the



Town staff can send a letter requesting an appointment for an interior inspection. If no interior inspection is conducted, MRI will estimate the interior on the basis of the best information available and annotate the property card accordingly. It is expected that all work can be accomplished within 2 days per week on average with time sometimes varying considerably from month to month. If it is decided by the Town that a cyclical review is to be conducted, it is expected that it will require 3 & ½ days per week. If time permits and the Town wishes, MRI staff will provide training in assessing tasks to Exeter staff. If the required time is significantly different (15%) such that MRI requires more, or less, effort, both parties agree to renegotiate the scope and fees sections of this agreement to reflect the additional/reduced effort.

If the Board decides that it wants MRI to conduct additional analysis or to adjust values, a separate contract would need to be negotiated per DRA rules. Also, if as a result of new legislation and/or DRA or ASB rules/guidelines, additional services are required, an additional scope of work would need to be negotiated.

### **III. FEES AND CHARGES**

The monthly fee indicated below will be paid by the 10th of each month. Any reimbursable charges and other extras (see Special Conditions below) will be invoiced in the month following the expense and will be paid within 15 days of invoice. Invoices not paid within fifteen (15) days will accrue interest at the rate of 1.5% per month.

- A. The sum of \$4,700.00 per month without cyclical inspections.
- B. The sum of \$7,350.00 per month with cyclical inspections

Third parties retained by MRI who or which are not MRI employees or affiliates and as noted on any Supplement(s) will be invoiced at a cost sufficient to cover all charges and costs.

### **IV. MRI PERSONNEL IN CHARGE**

Joseph W. Lessard, Jr., Vice President, will serve as principal-in-charge of this engagement. It is expected that Scott Marsh and Gerard Quintal will be handling much of the day-to-day issues, with additional qualified staff being brought in as needed.

Corrine Jordan will serve as the Communication Liaison between the Client and MRI to expedite the flow of project information, to record and properly direct Client inquiries regarding the project, and to ensure that problems or issues that may arise during the engagement are addressed and resolved expeditiously. Please feel free to contact Ms. Jordan regarding any matter related to this project at:

Corrine R. Jordan  
Customer Liaison Representative  
Municipal Resources, Inc.  
120 Daniel Webster Highway  
Meredith, NH 03253  
(603) 279-0352, x-500  
(866) 501-0352, X-500 TOLL FREE  
[corrine@municipalresources.com](mailto:corrine@municipalresources.com).

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

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

#### **V. TERM**

This agreement shall remain in force and effect from March 1, 2014 through December 31, 2014 unless extended by mutual agreement.

#### **VI. SPECIAL CONDITIONS**

For the preparation and presentation of the defense of values above the local level, the cost will be \$150 per hour, except for the defense of utility values, where the cost will be \$175 per hour.

MRI reserves the right to assign other qualified assessing personnel to this project for the same monthly cost following notification to the Town of its intention to do so.

To the extent MRI may require assistance from the Town's software vendors, or others knowledgeable of the Town's assessing/tax collection practices, the Town agrees to authorize use of these resources and to pay directly all costs for their services as may be incurred. MRI shall work to keep these costs as low as possible.

**THIS CONTRACT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I,  
ATTACHED HERETO AND INCORPORATED HEREWITH.**

ACCEPTED AND AGREED

FOR THE TOWN OF EXETER

FOR MUNICIPAL RESOURCES, INC.

\_\_\_\_\_  
Russell Dean, Town Manager

\_\_\_\_\_  
Donald R. Jutton, President

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

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

\_\_\_\_\_  
Don Clement, Select Board Chairman

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





## **ADDENDUM I**

### **A. MUTUAL REPRESENTATIONS**

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

### **B. NOTICE OF CHANGE OF PERSONNEL**

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, and upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

## **C. ADMINISTRATION OF AGREEMENT MODIFICATIONS**

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client.

Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);

The specific details of the work to be performed;

The MRI personnel to be assigned;

The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;

The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

## **D. INDEMNIFICATION**

MRI shall protect, indemnify and hold and save harmless Client, its officers, employees, officials, and agents from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of MRI's negligence in the provision of services to Client. MRI shall similarly protect, indemnify and hold and save harmless Client, its officers, employees, officials and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of MRI's breach of any of its obligations under, or MRI's default of, any provision of this Agreement.

Client shall protect, indemnify, and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of Client's negligence in fulfilling its obligations under this Agreement. Client shall similarly protect, indemnify and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of Client's breach of an of its obligations under, or Client's default of, any provisions of this Agreement.

## **E. INSURANCE**

MRI has in force and shall maintain throughout this engagement the following insurance:

### **1. General Liability Insurance**

MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises , operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

### **2. Professional Liability Insurance**

MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

### **3. Business Auto and Umbrella Liability Insurance**

If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

### **4. Workers Compensation Insurance**

MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**F. NON-SOLICITATION**

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliate assigned to this Agreement, to leave MRI's employment. In the alternative if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's 1st year total compensation package.

Initialed for Client: \_\_\_\_\_  
Date: \_\_\_\_\_

Initialed for MRI: \_\_\_\_\_  
Date: \_\_\_\_\_



Initialed for Client: \_\_\_\_\_  
Date: \_\_\_\_\_



# Memo

**To:** Board of Selectmen  
Russell Dean, Town Manager

**From:** Jennifer Perry, P.E., Public Works Director

**CC:** Michael Jeffers, W/S Managing Engineer  
Matthew Berube, W/S Engineer Technician  
Paul Roy, Water Treatment Managing Supervisor

**Date:** March 5, 2014

**Re:** Recommendation of Award: Water Main Improvements Contract 2014-2

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The Town of Exeter bid out the project in early February 2014, advertised in the New Hampshire Union Leader on January 29, 2014, hosted a non-mandatory pre-bid meeting on February 11, 2014, and received and opened six bids on February 24, 2014 for the Water Main Improvements Project. The six bidders and their bids are:

<u>Contractor</u>	<u>Total of Bid</u>
D & C Construction Co.	\$822,259.00
Northeast Earth Mechanics, Inc	\$846,456.25
Kingsbury Companies, LLC	\$854,445.00
American Excavators Corp.	\$855,910.00
J.A. Polito & Sons	\$896,073.00
Moriarty & Sons	\$1,045,325.10

Weston & Sampson has reviewed all bids and found no discrepancies. The low bidder is D & C Construction Co. of Rockland, Massachusetts. Based on Weston & Sampson's review of D & C Construction Company's bid, references, and performance history, Weston & Sampson recommends award of the bid at \$822,259.00 to D & C Construction Co.

The budget for this project is \$800,000. Weston & Sampson does not see the additional cost (\$22,259) as prohibitive to the overall project appropriation.

The Town of Exeter Public Works Department concurs with Weston & Sampson's recommendations and analysis. We request authorization to proceed with awarding the project to D & C Construction Co.

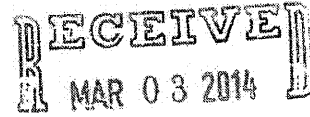
100 International Drive, Suite 152  
Portsmouth, NH 03801  
tel: 603-431-3937 fax: 603-433-4358  
www.westonandsampson.com

planning, permitting,  
design, construction,  
operation, maintenance,  
design/build, & equipment.



Town of Exeter, New Hampshire  
W&S Job No. 2130063

February 27, 2014



Ms. Jennifer R. Perry, P.E.  
Director, Exeter Public Works  
13 Newfields Road  
Exeter, New Hampshire 03833

BY: .....

Re: Water Main Improvements  
Contract 2014-2

Dear Ms. Perry;

Six (6) bids were received and opened on Monday, February 24, 2014 for the Water Main Improvements project. The three low bidders and their bids are as follows:

<u>Contractor</u>	<u>Total of Bid</u>
D&C Construction Co.	\$822,259.00
Northeast Earth Mechanics, Inc.	\$846,456.25
Kingsbury Companies, LLC	\$854,445.00

Enclosed are copies of section A-3 "Form of General Bid" from the three low bidders.

We have checked the references for D&C Construction Co. and have found them to be in order. Based on the project references provided, we have found that their history of performance and workmanship are acceptable. Accordingly, we recommend that the Town of Exeter issue a letter of intent to award the contract in the amount of \$822,259.00 to D&C Construction Co.

Assuming that our recommendation is accepted, the Town of Exeter should sign and send an executed "Notice of Award" to the Contractor and copy this office. Enclosed please find a copy of the "Notice of Award" to that effect. Upon receipt of a copy of such notice we will send six copies of the contract documents to the Contractor for their signing. The Contractor will be directed at that time to obtain the required completed bonds and insurance and return all documents to our office to be checked for compliance. We will then forward the contract documents to your office for signatures.

Very truly yours,

WESTON & SAMPSON



Jeffrey W. McClure, P.E.  
Project Manager

Enclosures

P:\EXETER NH\2130063 GWTP DESIGN\BIDDING\WATER MAIN\RECOMMENDATION TO AWARD LTR.DOC

Town of Exeter  
 Water Main Improvements  
 Contract No. 2 DWSRF 0801010-02  
 BID SUMMARY  
 BID DATE: February 24, 2014

WESTON & SAMPSON ENGINEERS, INC.  
 PORTSMOUTH, NEW HAMPSHIRE

ITEM NO.	CONT. QUAN.	DESCRIPTION	D&C Construction Rockland, MA		Northeast Earth Mechanics Pittsfield, NH		Kingsbury Companies Wattsfield, VT	
			UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1a	80	16-inch ductile iron pipe and fittings, per lin ft	\$245.50	\$19,640.00	\$230.00	\$18,400.00	\$300.00	\$24,000.00
1b	1,800	14-inch HDPE pipe & fittings, per lin ft	\$72.00	\$129,600.00	\$116.00	\$208,800.00	\$111.00	\$199,800.00
1c	3,950	12-inch HDPE iron pipe & fittings, per lin ft	\$66.00	\$260,700.00	\$92.00	\$363,400.00	\$111.00	\$438,450.00
1d	175	12-inch ductile iron pipe and fittings, per lin ft	\$127.00	\$22,225.00	\$200.00	\$35,000.00	\$120.00	\$21,000.00
1e	400	Horizontal Dir. Drill under Exeter River, per lin ft	\$190.00	\$76,000.00	\$185.00	\$74,000.00	\$80.00	\$32,000.00
1f	150	Removal and Disposal of AC Pipe, per lin ft	\$100.00	\$15,000.00	\$48.00	\$7,200.00	\$12.00	\$1,800.00
1g	3,000	Additional fittings, per pound	\$5.00	\$15,000.00	\$8.65	\$25,950.00	\$4.00	\$12,000.00
		<b>Hydrants and Valves</b>						
2a	1	Remove and reset hydrant, per hydrant	\$3,960.00	\$3,960.00	\$6,100.00	\$6,100.00	\$1,300.00	\$1,300.00
2b	2	Remove existing hydrants, per hydrant	\$750.00	\$1,500.00	\$1,600.00	\$3,200.00	\$1,100.00	\$2,200.00
2c	4	16" gate valves, per valve	\$8,125.00	\$32,500.00	\$6,785.00	\$27,140.00	\$8,100.00	\$32,400.00
2d	2	12" gate valves, per valve	\$2,825.00	\$5,650.00	\$2,170.00	\$4,340.00	\$3,000.00	\$6,000.00
		<b>Service Connections</b>						
3a	2	2" or 1" corporation stops, per unit	\$840.00	\$1,680.00	\$200.00	\$400.00	\$500.00	\$1,000.00
3b	2	2" or 1" curb stops, per unit	\$875.00	\$1,750.00	\$285.00	\$570.00	\$430.00	\$860.00
3c	915	2" or 1" polyethylene piping, per lin ft	\$25.00	\$22,875.00	\$4.25	\$3,888.75	\$6.00	\$5,490.00
		<b>Sewer and Drain Reconstructions</b>						
4a	5	Sewer & drain reconstruction within water trench limits, per reconstruction	\$575.00	\$2,875.00	\$1,600.00	\$8,000.00	\$2,400.00	\$12,000.00
		<b>Rock Excavation and Disposal</b>						
5a(1)	10	Rock excavation & disposal, per cu yd (min)	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
5a(2)	10	Rock excavation & disposal, per cu yd (add'l) Earthwork	\$1.00	\$10.00	\$200.00	\$2,000.00	\$25.00	\$250.00
6a	200	Unsuitable material, per cu yd	\$1.00	\$200.00	\$15.00	\$3,000.00	\$13.00	\$2,600.00
6b	50	Additional earthwork, per cu yd	\$1.00	\$50.00	\$25.00	\$1,250.00	\$24.00	\$1,200.00
6c	50	Test pits (min), per cu yd	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$46.00	\$2,250.00
		<b>Pavement Replacement</b>						
7a	60	Top course, per ton	\$120.00	\$7,200.00	\$150.00	\$9,000.00	\$250.00	\$15,000.00
7b	1,500	Binder course, per ton	\$105.00	\$157,500.00	\$0.01	\$15.00	\$1.00	\$1,500.00
7c	1	Cold planning, lump sum	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00
8a	5,000	Calcium chloride, per pound	\$0.60	\$3,000.00	\$0.35	\$1,750.00	\$0.30	\$1,500.00
9a	1,550	Mulch filter sock, per lin ft	\$6.00	\$9,300.00	\$7.75	\$12,012.50	\$3.50	\$5,425.00
10a	5,040	Wetlands restoration, per square foot	\$1.10	\$5,544.00	\$0.75	\$3,780.00	\$2.00	\$10,080.00
11a	160	Flagger, per hour worked	\$25.00	\$4,000.00	\$23.50	\$3,760.00	\$24.00	\$3,840.00
12a	1	NHDOT Excavation Bond, lump sum	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00
		<b>Total of Base Bid</b>		<b>\$822,259.00</b>		<b>\$846,456.25</b>		<b>\$854,445.00</b>

\*Corrected: extension error in bid calculation


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ITEM NO.	CONT. QUAN.	DESCRIPTION	American Excavators Corp. Derry, NH		JA Polito & Sons Shrewsbury, MA		Mortary & Sons North Andover, MA	
			UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1a	80	16-inch ductile iron pipe and fittings, per lin ft	\$490.00	\$39,200.00	\$300.00	\$24,000.00	\$275.00	\$22,000.00
1b	1,800	14-inch HDPE pipe & fittings, per lin ft	\$75.72	\$136,296.00	\$80.00	\$144,000.00	\$144.00	\$259,200.00
1c	3,950	12-inch HDPE iron pipe & fittings, per lin ft	\$67.60	\$267,020.00	\$75.00	\$296,250.00	\$125.00	\$493,750.00
1d	175	12-inch ductile iron pipe and fittings, per lin ft	\$120.00	\$21,000.00	\$90.00	\$15,750.00	\$150.00	\$26,250.00
1e	400	Horizontal Dir. Drill under Exeter River, per lin ft	\$166.00	\$66,400.00	\$170.00	\$68,000.00	\$150.00	\$60,000.00
1f	150	Removal and Disposal of AC Pipe, per lin ft	\$40.00	\$6,000.00	\$20.00	\$3,000.00	\$30.00	\$4,500.00
1g	3,000	Additional fittings, per pound	\$3.50	\$10,500.00	\$0.01	\$30.00	\$0.01	\$30.00
2a	1	Hydrants and Valves						
2a	1	Remove and reset hydrant, per hydrant	\$2,300.00	\$2,300.00	\$2,000.00	\$2,000.00	\$9,500.00	\$9,500.00
2b	2	Remove existing hydrants, per hydrant	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$250.00	\$500.00
2c	4	16" gate valves, per valve	\$7,000.00	\$28,000.00	\$8,000.00	\$32,000.00	\$10,500.00	\$42,000.00
2d	2	12" gate valves, per valve	\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$16,000.00
3a	2	Service Connections						
3a	2	2" or 1" corporation stops, per unit	\$1,600.00	\$3,200.00	\$1,000.00	\$2,000.00	\$3,500.00	\$7,000.00
3b	2	2" or 1" curb stops, per unit	\$1,300.00	\$2,600.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
3c	9	15" or 1" polyethylene piping, per lin ft	\$14.60	\$13,359.00	\$50.00	\$45,750.00	\$20.00	\$18,300.00
4a	5	Sewer and Drain Reconstructions						
4a	5	Sewer & drain reconstruction within water trench limits, per reconstruction	\$1,800.00	\$9,000.00	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00
5a(1)	10	Rock Excavation and Disposal	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
5a(2)	10	Rock excavation & disposal, per cu yd (add'l)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.01	\$0.10
6a	200	Earthwork						
6a	200	Unsuitable material, per cu yd	\$26.00	\$5,200.00	\$0.01	\$2.00	\$20.00	\$4,000.00
6b	50	Additional earthwork, per cu yd	\$27.00	\$1,350.00	\$0.01	\$0.50	\$36.00	\$1,750.00
6c	50	Test pits (min), per cu yd	\$100.00	\$5,000.00	\$0.01	\$0.50	\$50.00	\$2,500.00
7a	60	Pavement Replacement						
7a	60	Top course, per ton	\$165.00	\$9,900.00	\$150.00	\$9,000.00	\$145.00	\$8,700.00
7b	1,500	Blinder course, per ton	\$115.00	\$172,500.00	\$130.00	\$195,000.00	\$0.01	\$15.00
7c	1	Cold planning, lump sum	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00
8a	5,000	Dust Control						
8a	5,000	Calcium chloride, per pound	\$0.25	\$1,250.00	\$0.40	\$2,000.00	\$0.50	\$2,500.00
9a	1,550	Environmental Protection						
9a	1,550	Mulch filter sock, per lin ft	\$7.70	\$11,935.00	\$5.00	\$7,750.00	\$15.00	\$23,250.00
10a	5,040	Wetlands Restoration						
10a	5,040	Wetlands restoration, per square foot	\$2.00	\$10,080.00	\$1.00	\$5,040.00	\$2.00	\$10,080.00
11a	160	Traffic Control						
11a	160	Flagger, per hour worked	\$22.00	\$3,520.00	\$25.00	\$4,000.00	\$25.00	\$4,000.00
12a	1	Permitting & Bonds						
12a	1	NHDOT Excavation Bond, lump sum	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00
		<b>Total of Base Bid</b>		<b>\$855,910.00</b>		<b>\$896,073.00</b>		<b>\$1,045,325.10</b>

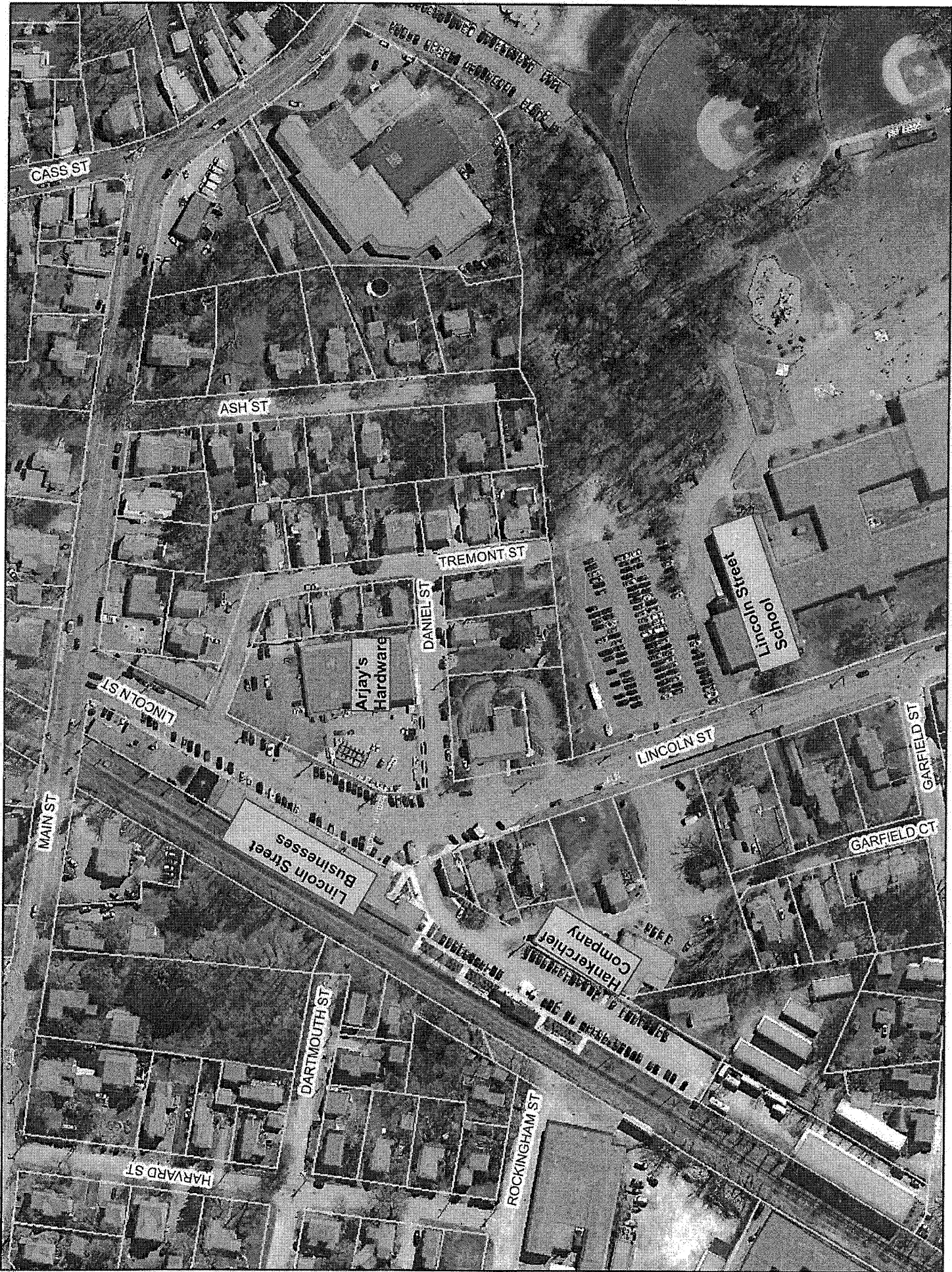
\*Corrected extension error in bid calculation  
 Math is incorrect on unit prices but total of base bid matches

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen  
FROM: Russell Dean, Town Manager   
RE: Lincoln Street Parking  
DATE: March 10, 2014

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Chief Kane has reviewed the Board's request to have the 2 hour parking restriction proposal modified to exempt Burnham's Cleaners. On the Burnham property from the curb there are approximately 4 spaces (see indent on map) that are privately owned by Burnham. Exempting the Cleaners would move the beginning of the parking restriction from 20 feet to 175 feet from the curb and involve exempting 8-9 public parking spaces from the exemption.



CASS ST

ASH ST

TREMONT ST

DANIEL ST

Arjay's  
Hardware

LINCOLN ST

Lincoln Street  
School

MAIN ST

LINCOLN ST

Lincoln Street  
Businesses

GARFIELD CT

Harkerchief  
Company

DARTMOUTH ST

ROCKINGHAM ST

HARVARD ST

GARFIELD ST

**AMEND CHAPTER 1 PARKING REGULATIONS – EXETER TOWN  
ORDINANCES**

Add:

103.1 Two-Hour Parking Limit

“Lincoln Street      Westerly side of street beginning ~~20~~-175 feet from the corner of  
Main Street and running approximately 530 feet southwest along  
Lincoln Street.”

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Exeter Board of Selectmen

\_\_\_\_\_  
Don Clement, Chairman

\_\_\_\_\_  
Daniel Chartrand, Vice-Chairman

\_\_\_\_\_  
Julie Gilman, Clerk

\_\_\_\_\_  
Matt Quandt


\_\_\_\_\_  
Francis A. Ferraro

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

First reading: 2/10/14,  
Second reading: 2/24/14,  
Third/Final reading: 3/10/14

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen

FROM: Russell Dean, Town Manager 

RE: Fogge Rollins

DATE: March 10, 2014

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The Town has been working with the Fogg Rollins Trust representatives on attempting to finalize acceptance of the cemetery at 44 Hampton Road. Town Counsel has opined on the access issue which is captured in the letter included in the packet. Through RSA 289:13 and RSA 289:14, both the Town and the public will have access to the cemetery. Therefore, the cemetery can be accepted while the Town preserves its interests of access. The Trust will be submitting a new check to the Town for \$10,000, which would be accepted and the Town would perform basic maintenance on the 2 plots moving forward. This should preclude the need for any further formal access agreement.

# TITLE XXVI

## CEMETERIES; BURIALS; DEAD BODIES

### CHAPTER 289

### CEMETERIES

#### Cemetery Trustees

##### Section 289:13

**289:13 Cemetery Association Termination.** – Any cemetery laid out by an individual or corporation and located within the municipality, in which all lots have been sold and for the care of which trust funds are held by the municipality, may be deeded to the municipality with no implied financial liability to the municipality for the maintenance of the cemetery over and above the trust fund income, provided the municipality votes to accept such cemetery transfer. Municipalities may raise and appropriate additional funds for the care of such cemeteries. Upon the transfer of the title to the cemetery, the municipal cemetery trustees shall have the sole management responsibility for the cemetery.

**Source.** 1994, 318:2, eff. Aug. 7, 1994.

# TITLE XXVI

## CEMETERIES; BURIALS; DEAD BODIES

### CHAPTER 289

### CEMETERIES

#### Cemetery Trustees

#### Section 289:14

**289:14 Right of Way to Private Burial Ground.** – Any person wishing to have a temporary right of entry over private land in order to enter a private burial ground enclosure to which there is no public right of way may apply in writing to the selectmen of a town or the mayor of a city stating the reason for such request, which may include the maintenance, repair, and preservation of the burial ground, and the period of time for which such right is to be exercised. The applicant shall also notify in writing the owner or occupier of the land over which the right of way is desired and obtain the written permission of the owner. The selectmen or mayor, in the exercise of discretion and in consultation with the cemetery trustees, may issue a permit for such temporary right of entry designating the particular place where the land may be crossed. The owner or occupier of the land may recommend the place of crossing which, if reasonable, shall be the place designated by the selectmen or mayor. The person exercising the right of entry shall complete the work on the cemetery and restore the right of way to its original condition, if it is disturbed.

**Source.** 1994, 318:2, eff. Aug. 7, 1994. 2011, 97:1, eff. Jan. 1, 2012.

**MITCHELL MUNICIPAL GROUP, P.A.**

ATTORNEYS AT LAW  
25 BEACON STREET EAST  
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL  
JUDITH E. WHITELAW  
LAURA A. SPECTOR-MORGAN  
STEVE M. WHITLEY

TELEPHONE (603) 524-3885  
FACSIMILE (603) 524-0745

March 6, 2014

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

Re: Fogge Rollins Cemetery

Dear Russ:

I am writing to follow up on the town's acceptance of the Fogge Rollins Cemetery. As you will recall, approximately a year ago the trust approached the town to ask it to take over the cemetery. The trust offered to provide \$10,000 for the perpetual care of the cemetery, and in fact, has written a check to the town for that amount. The town has not yet cashed the check or accepted the cemetery because it is concerned about public access to the cemetery. Because the trust no longer owns the property, you have been in contact with the new owner to secure a license, easement or other permission for the public to access the cemetery, but you have not received a response.

There are two statutes which provide for access to the cemetery in the absence of such an agreement with the property owner. RSA 289:13 provides that upon acceptance of the cemetery, the cemetery trustees have the management responsibility for the cemetery. Implied in this statute is the right of the town to cross private property to access the cemetery to maintain it. As for the public, RSA 289:14 allows the selectmen, upon written application, to grant any person wishing to have access to the cemetery a temporary right of entry over private land in order to get there.

While it would be nice (and probably preferable to the property owner) to have a written agreement describing the access route which could include conditions such as the times of day the cemetery could be accessed, it is not necessary, and I would not recommend that this issue hold up the town's acceptance of the cemetery, if it is otherwise inclined to do so.

Please let me know if you have any questions or concerns about this matter.  
Thank you.

Sincerely,



Laura Spector-Morgan  
[laura@mitchellmunigroup.com](mailto:laura@mitchellmunigroup.com)



## List for Selectmen's meeting March 10, 2014

### Abatements

<b>Map/Lot</b>	<b>Location</b>	<b>Refund</b>	<b>Year</b>
87/14/19B	19 Second St Pinecrest Pk	208.47	2010
87/14/19B	19 Second St Pinecrest Pk	515.04	2011
87/14/19B	19 Second St Pinecrest Pk	516.83	2012
87/14/19B	19 Second St Pinecrest Pk	447.72	2013

### Veteran's Credit

<b>Map/Lot</b>	<b>Location</b>	<b>Credit Amount</b>
65/169	15 Prospoect Street	500.00
68/6/526	5 Sterling Hill Ln U526	500.00
95/64/130	21 Cherry St	500.00
52/104	3 Allen Street	Denied

### Elderly Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
104/79/514	514 Exeter River Landing	183,751
80/4/2	2 Boulder Brook Dr	183,751
64/105/58	58 Hayes MH Park	152,251
80/7/2	3 Lexington Ave	236,251
104/79/110A	110A Exeter River Landing	152,251

Pan Am Railways  
Attn: Joyce Rose  
President & CEO  
1700 Iron Horse Park  
North Billerica, MA 01862

Feb. 22, 2014

Greg Coussoule  
25 Kossuth St.  
Exeter NH 03833

I am writing this letter in regards to the huge snow piles that the Town of Exeter has dumped onto the RR property and for the safety of the children that climb it and slide down. . I live in Exeter NH across from the RR tracks, just south of the train station. I reluctantly went on the RR property to take the pictures so you would know how close the snow is from the track. Enclosed are pictures of the snow pile from the storm we had on Jan. 2/3, 2014.

On Jan. 17,2014 we were having another storm. There were three children playing on top of the snow bank and it was dark. It was approx. 7:45pm. They were playing on both sides of the snowbank, Kossuth St. And RR tracks. I asked them to get down from the snowbank telling them it wasn't safe to play up there. I don't know the children, but I did ask their names. Mason, Hailey & Ella. A train went by at 8:19pm that night..

The snow has destroyed the vegetation and has made it an easy access to enter the railroad track area. There is high traffic of people, young and old, spring, summer and fall that enter and exit where the snow has destroyed the vegetation.

The neighborhood uses this area for parking and the plows continue to mount snow towards Garfield St..

I have lived here since 1996 and never had this problem until the past few years. The town would pile it in the parking lot, then remove it with dump trucks. I have spoken to Jay Perkins, Highway Superintendent, numerous times over the years about the destruction of the vegetation and the dumping of the snow on the railroad property, the only response I get from him and I quote " I can put the snow anywhere I wants".

Is it going to take the death of a child or an adult to get any action?

Thank you for your consideration on this matter.

Sincerely , Greg Coussoule.

cc: Amtrak DownEaster  
Northern New England Passenger Rail Authority  
75 West Commercial St.  
Suite 104  
Portland ME, 04101

cc: Town of Exeter  
DPW Director, Jennifer Perry

13 Newfields Rd.  
Exeter NH 03833

cc: Town Of Exeter NH Selectman



Jan. 2nd & 3rd 2014



Jan. 2nd & 3rd 2014



Feb. 5, 2014



Feb. 5, 2014



# EXETER POLICE DEPARTMENT



## *Communications Division*

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*Memorandum*

*February 27, 2014*

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To: Chief Kane

From: Supervisor Devonshire

Ref: CodeRed

As of February 19, 2014, dispatch has received the newest platform for CodeRed. This has made it faster and easier for us to get a message out to the public in an emergency. All full time dispatchers have been trained to use the new system and are sending weekly CodeRed tests to me. They have been encouraged to use the system by sending CodeRed test messages or each other or myself.

The following is a list of how many people are signed up for CodeRed and how they receive the messages.

Homes/Businesses	5935
Telecommunications Device for the Deaf (TDD)	4
Email	605
Text	473

Residents are automatically enrolled through the 911 data base and are encouraged to visit our website to list their cell phones and email addresses for notifications. Residents and non residents can also download the CodeRed App for free and then they will get notifications anywhere they travel that uses the CodeRed system.

As of present we have only used the system twice which was for the Health Department. On August 18<sup>th</sup> we sent out a message warning the residents that EEE had been found in our town. On August 27<sup>th</sup> we sent out a message that the playgrounds were going to be sprayed for mosquitoes.

As of February 27<sup>th</sup> we have posted a reminder on Twitter and Facebook that the Exeter Police Department uses the CodeRed notification system and directed the residents to the CodeRed link on our website to sign up.