

**Exeter Board of Selectmen Meeting
Monday, May 5th, 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. Bid Openings
3. Public Comment
4. Minutes & Proclamations
 - a. Regular Meetings: April 21st, 2014
5. Appointments
6. Discussion/Action Items
 - a. New Business
 - i. Parks/Recreation: Swasey Parkway Concerts
 - ii. Linden/Court Street Culverts Engineering Contract
 - iii. Fuller Lane Tank Management Contract Proposal
 - iv. GWTP Construction Administration Contract Proposal
 - v. Public Hearing: Elliott Property Purchase
 - vi. Downtown Revitalization Committee Discussion
 - vii. Selectboard Policy Update: 06-01 Permits
 - b. Old Business-
 - i. N/A
7. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Selectmen's Committee Reports
 - e. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Julie Gilman, Chairwoman
Exeter Selectboard

Posted: 5/2/14 Town Office, Town Hall, Town Website

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice. If you do not make such a request, you may do so with the Town Manager prior to the start of the meeting. No requests will be considered once the meeting has begun.

Draft Minutes

Exeter Board of Selectmen

April 21, 2014

1. Call Meeting to Order

Chairwoman Julie Gilman 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, Selectwoman Nancy Belanger, Selectwoman Anne Surman, and Selectman Don Clement. Town Manager Russell Dean was also present.

2. Board Interview – Planning Board

The Board had met with Aaron Brown at 6:50 p.m. in the Wheelwright Room to conduct an interview for the Planning Board. The Board also met with Valerie Ouellette for an interview for the Historic District Commission.

3. Bid Openings

There were no bid openings.

4. Public Comment

Gerry Hamel spoke, saying Parks & Rec decided they would not be having any concerts in the park this year because of the budget. He asked if there is any way there can still be concerts, asking if there is any money anywhere in the budget or if there is anyone who can sponsor the concerts. Chairwoman Gilman said there has been discussion about trying to find some money to do the concerts. Selectman Clement asked if it had been cut out of the budget. Selectwoman Gilman said there wasn't anything specific in the budget for this, that it was part of the Parks and Rec budget and they decided to cut it.

Art Baillargeon spoke, saying it was the second meeting in a row that an agenda was not posted at the Library. Chairwoman Gilman said she would look into the matter.

5. Minutes & Proclamations

a. Regular Meeting: April 7, 2014

Brian Griset spoke, making two amendments to the minutes; one on page 1 and one on page 3. He gave his explanation for his amendments. A Motion was made by Selectwoman Surman to accept Mr. Grisets first amendment. With no second, the Motion failed.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to accept the minutes of the April 7, 2014 BOS minutes as respectfully submitted by Nicole McCormack, recording secretary. Selectwoman Surman asked what the problem was with correcting the minutes to reflect Mr. Griset's amendments. Vice Chair Chartrand explained the minutes are a summary of the meeting and not a verbatim. Selectwoman Surman said there should always be a second to motions so they can be open for discussion. With a Motion on the table, the Board voted, passing the Motion with one nay from Selectwoman Surman.

There were no proclamations.

6. Appointments

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to appoint Stephanie Canty to the Budget Recommendations Committee. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand to appoint David Michelsen to the Water/Sewer Advisory Committee for a term to expire April 30, 2017. Motion carried – all in favor.

7. Discussion/Action Items

a. New Business

I. Discussion: Public Comment

Selectwoman Surman said she does not want anybody to think the Board of Selectmen doesn't care what people have to say by making them wait to the speak at the end of the agenda. She also wondered why it was previously said putting Public Comment at the end of the agenda would change the tone of the meeting. Chairwoman Gilman felt that while it was the public's right to speak to the Board, the Board would rush through the New and Old Business after Public Comment because of what was sometimes said. She went on to read what a memo of what Public Comment was for, that all comments were supposed to be respectful and aimed to the Chair. She felt that sometimes strayed. She explained why she felt it should be changed. That it was getting a bit unproductive. She said she wanted to try Public Comment at the end of the agenda for six months and see how it went. After that period they could decide to keep it there or change it. Selectman Clement said he thinks it should be in the beginning. He said it would be best for the public. Vice Chair Chartrand said they elected Chairwoman Gilman to be Chair for a reason and he stood behind her decision. Selectwoman Surman asked if there were any more details of why she would like it to be at the end. Chairwoman Gilman said behavioral issues were not allowing business to be done. Frank Ferraro spoke, saying it send a chilling effect to the public to put it at the end. He said it serves the public best to allow them to come and speak at the beginning of the meeting. Jerry Hamel said Public Comment is an important part of the meeting and it should be at the beginning of the meeting, that people want the information first. Nelson Lourenco spoke, saying it is

important to have Public Comment at the onset for people to become aware of what's on the agenda, in case they think something is on the agenda that actually is not. Bill Campbell spoke, saying he is an advocate of keeping Public Comment at the beginning. He urged the Board to reconsider and vote to keep it at the beginning. Frank Patterson mentioned it was fitting to have this discussion on Patriots Day. Brandon Stauber said it is important to have Public Comment at the beginning. Art Belageron would also like to keep it at the beginning. He commented that when it's cold out people want to come say their piece and don't want to wait through snow to do so.

A Motion was made by Selectman Clement and seconded by Selectwoman Surman to continue to have Public Comment where it was placed tonight. Motion carried with a 3-2 vote.

II. Public Hearing: Elliott Property Purchase

A Motion was made by Selectman Clement and seconded by Selectwoman Surman to open public hearing on the Elliott Property. Motion carried – all in favor.

Mr. Dean said the Article 17 passed overwhelmingly, which was the Article to purchase the Elliott property for conservation. He said the Conservation Fund will be pay a piece as well from the Conservation Commission. Selectwoman Surman asked how much the Conservation Fund was giving. Mr. Dean answered \$25,000. Chairwoman Gilman asked for any comments. With none, a Motion was made by Selectman Clement and seconded by Selectwoman Surman to close the public hearing. Motion carried – all in favor.

III. Quarterly Financial Report

Doreen Ravell, Finance Director, gave the Quarterly Financial Report. She said the auditor was coming in this week. She reported that last week they were working on the Great Dam Removal and the Lincoln Street sewer projects. Great Dam Removal was coming out of the general fund. Mr. Dean said the general fund was at \$2,059,667 which includes \$1.786 million for the Great Dam Removal. Ms. Ravell went on to say that in regards to the general fund revenues, they have not billed taxes yet. Everything is tracking. The LGC insurance reimbursement was unexpected revenue. Next quarter will look better when tax revenue comes in. The general fund expenditures are tracking close to last the prior year. Ms. Ravell said spending looks good. She said one big expenditure was the sewer vactor truck that finally arrived.

In regards to the water fund, Ms. Ravell said they are tracking at 23% on water revenues. She said there are a couple of debt service payments but the fund is tracking.

In regards to sewer, Ms. Ravell said they are on the same track. They did appropriate for the Wastewater Treatment Plant. They are now looking at \$200,000 for the new sewer line. Ms. Ravell also commented that the new vactor truck is beautiful.

The first revolving fund is CATV. This fund has a \$18,000 net income with \$11,900 for the E-Channel Assessment. The recreation revenue looks healthy this year. She does not anticipate any surprises with this fund. The ambulance fund is budgeting less this year for ambulance transfer revenues.

Ms. Ravell said as of this 3/31 of this year, 98% of the property taxes billed in 2013 were collected. She said this is a norm for the town. The consistent liening process has made a 47% decrease in property taxes in arrears. There is also an 18% decrease in the water/sewer receivables. Mr. Dean said water shut-offs are rare, that they work with people to get those bills up to date through payment plans.

Chairwoman Gilman said all departments are doing a great job staying within their budgets.

IV. IRS Mileage Rate 2014

Doreen Ravell said sometimes the IRS fuel rate goes one way or another so be aware. Chairman Clement said he is reluctant to automatically change the rate yearly. A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to approve the IRS Standard Mileage Rate of \$.56 per mile as the town's reimbursement rate. Motion carried – all in favor.

V. 2014 Paving Proposal: Bell & Flynn

Jennifer Perry gave the proposal. She said Exeter does have very favorable, reasonable process. The proposed 2014 rate is \$72.90 per ton which is the same as last year. Selectwoman Surman asked how much work would actually be done by July 15, which is the deadline. Jay Perkins said as soon as they get the OK to start they would. He said 2/3 would be done by July 15.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement that the Exeter BOS extend the paving contract with Bell & Flynn. Motion carried – all in favor.

VI. Lease/Purchase Documents: Ladder Truck

Mr. Dean said the ladder truck will be here within 30 days. He said they are recommending the lease/purchase agreement go to tax exempt leasing. They are able to secure a very favorable deal through the tax exempt leasing. The bid was awarded to KME for \$824,097 which included a \$30,000 trade on the 1994 ladder truck. There is a recommended 7-year lease purchase, instead of the 10-year that was originally approved. The payments will be \$110,487.57 which is very favorable.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to approve the lease/purchase financing for the Fire Department Ladder Truck, through Tax

Exempt Leasing Corp., for a period of seven years in the amount of \$700,995, plus interest at the rate of 2.52%, as presented. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to authorize the Town Manager to execute the lease/purchase documents to effectuate the lease/purchase. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the Resolution of Governing Body on the Lease for the ladder truck for the Fire Department. Motion carried – all in favor.

VII. 2014 Committee Assignments

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to appoint Margaret Matick to the Conservation Committee with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to appoint Cynthia Field as alternate for the Conservation Committee with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to appoint Karen Derosiers, Kathy Lewis Thompson, and Lauren Chuslo-Shur to the Exeter Arts Committee with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to appoint Madeleine Hamel, Jason Proulx, and David Hampson to the Exeter Economic Development Committee with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to appoint Rod Bourdon and Lionel Ingram to the Exeter River Study Committee with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to appoint Mary Dupre to the Heritage Committee with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to appoint Patrick Gordon as an alternate for the Historic District Commission with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to appoint Len Benjamin as alternate for the Historic District Commission with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to appoint Kathy Corson as alternate for the Planning Board with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to appoint Rod Danielson as alternate for the Technology Committee with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to appoint Rick Thielbar to the Zoning Board of Adjustment with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to appoint Martha Pennell as an alternate for the Zoning Board of Adjustment with a term ending April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Anne Surman to appoint Gene Lambert to the Water Sewer Advisory Committee with a term ending April 30, 2017. Motion carried – all in favor.

b. Old Business

I. Bid Award: Parks/Recreation Mower

Mr. Dean said Perkins Lawnmower was the low bidder for the mower. A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to approve award for the bid to Perkins Lawnmower in the amount of \$7,995. Motion carried – all in favor.

8. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

A Motion was made by Selectwoman Surman and seconded by Vice Chair Chartrand to approve the abatement for the following map/lot/units: 110/2/13A for \$61.16, 110/2/82 for \$334.23, 110/2/74 for \$43.73, 110/2/31 for \$54.25, 110/2/100 for \$145.51, 115/11 for \$3157.44, 111/5/1B for \$425.85, 65/166 for \$2530.12, 85/21 for \$525.81, and 62/102/48 for \$1085.45. Motion carried- all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve two veteran's credits both in the amount of \$500 for the following map/lot/units: 68/6/534 and 68/6/542. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Vice Chair Chartrand to approve the Veteran's Credit for map 86, lot 66, unit 1 in the amount of \$500. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the Veteran's Credit for map 61, lot 4 in the amount of \$500. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 104, lot 79, unit 102 in the amount of \$152,251. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 63, lot 120 in the amount of \$236,251. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 63, lot 102, unit 33 in the amount of \$152,251. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 104, lot 79, unit 313 in the amount of \$183,751. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 85, lot 89, unit 14 in the amount of \$183,751. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 95, lot 64, unit 335 in the amount of \$152,251. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 73, lot 130, in the amount of \$109,525. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 64, lot 105, unit 35 in the amount of \$152,251. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 95, lot 64, unit 376 in the amount of \$152,251. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the disability exemption for map 95, lot 64, unit 55 in the amount of \$125,000. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the disability exemption for map 95, lot 64, unit 291 in the amount of \$125,000. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the disability exemption for map 95, lot 64, unit 144 in the amount of \$125,000. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to deny the disability exemption for map 103, lot 13, unit 49. Motion carried – all in favor.

b. Permits & Approvals

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the permit for use of the Town Hall Stage by Mike Favreau for a “Tour” with group on 6/6/14 from 6-11pm. Motion carried – all in favor.

c. Town Manager’s Report

Mr. Dean provided his Manager’s Update in the packet. He highlighted the following:

- Sportsmen’s Club noise testing originally scheduled for April 8th was postponed due to rainy weather
- Held a meeting with Laurel Bistany of the REDC on April 10 to get input on the Economic Development Director.
- Signed a grant application for the Conservation Commission for the Raynes Roof project
- Facilitated removal of Christmas lights still hanging at Gilman Garrison house with Unitil.
- Participated in Budget Rec. Com. kickoff meeting with charter workgroup on April 16.

d. Selectman’s Committee Reports

Selectwoman Belanger reported a Water/Sewer Advisory Committee meeting on April 9. They are awaiting a rate study.

Vice Chair Chartrand reported an Exeter Economic Development meeting where they voted to refer TIF matter back to the BOS.

Selectwoman Surman reported Conservation Commission met but she was unable to stay for the whole meeting so Selectman Clement stood in.

Selectman Clement reported Conservation Commission met. Planning Board met and River Committee also met and talked about steps for the Dam. Also, NOAA rep was there.

Chairwoman Gilman reported Heritage Commission met and is getting their library together. Historic District Comm. met.

e. Correspondence

The following correspondence were included in the packet:

- Monthly reports from Exeter Public Works, Fire Dept, and Police Dept.
- Letter from Jaime Lopez about resignation from Heritage Commission
- Letter from Daniel O’Hearn about Public Comment remaining at the beginning of the agenda

8. Review Board Calendar

Chairwoman Gilman said the next BOS meeting will be May 5, 2014. At which time they will discuss Swasey Parkway concerts and updates on rules and policies.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to adjourn the meeting at 9:10 pm. Motion carried – all in favor.

Respectively submitted,

Nicole McCormack
Recording Secretary



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

Terms for Monday

Sheri Riffle <sriffle@exeternh.gov>

Fri, May 2, 2014 at 9:19 AM

To: Russell Dean <rdean@exeternh.gov>

Planning Board - Aaron Brown - Alternate expires 4/30/2017

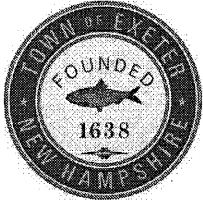
Historic District - Valerie Ouellette - Alternate expires 4/30/2015

Sheri Riffle
Executive Assistant
Town Manager's Office

Town of Exeter
10 Front Street
Exeter, NH 03833
603-773-6102

Please note: my new e-mail address is sriffle@exeternh.gov

[Quoted text hidden]



TOWN OF EXETER, NEW HAMPSHIRE

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

www.town.exeter.nh.us

April 30, 2014

TO: Board of Selectmen
Russ Dean - Town Manager

FROM: Mike Favreau

RE: Revolving Fund Overview/Concerts

We have a tentative a concert schedule for 2014. Bands are holding dates or have forwarded contracts to us pending the results of the May 5th meeting. I am willing to run the concerts this summer and fund them through the revolving fund if we can find a long term way going forward to give us a little more cash flow. All that said let me give you a background on the fund since its inception in 2005 (town meeting vote).

The fund was originally set up to allow revenue from programs and special events to go into the fund and it was to pay for programs, special events and capital projects. Over the years as programs and the fund became successful, our year to year carry over balance increased more than anticipated and as budgets became tighter slowly expenses were moved from the operating budget to the fund. This was never a problem as we did it slowly. I believe we have more than reached the saturation point. Below is a summary of some important facts:

2011 - fund showed a yearly "profit" of \$35,000.00

2012 - fund lost \$23,259.00 (expensive pool filter replacement was done however)

2013 - fund lost \$11,556.00

2013 - Revenue was \$492,369.00 Expenses - \$503,925.00

The carry over balance from 2013 was \$47,087.00. However, if we were to repaint the pool and do the same for the tennis courts those two projects would be more than the current balance (the projects are on the horizon in a couple of years).

Concerts over the last 8 years have averaged \$8450.00/year. My decision to initially not do concerts was a direct result of trying to balance the budget without cutting any youth programming and still maintain payment of the "fixed costs" that we have. We have raised the price of our summer camp and the pool admission slightly and this balanced the budget

along with the concerts. Below is a history of the expenses in the fund vs the appropriated budget.

2009

Cost In 2013 Dollars

Bank Card Fees moved to the fund	\$5560.00
Printing moved to fund	\$11,000.00
Total:	\$16,560.00

2011

Pool maintenance moved in	\$4800.00
Guard/Swim Instructors moved	\$34,000.00 (they belong there)
Camp Counselors moved	\$95,000.00 (they belong there)
Total:	133,580.00

2012

Pool Supplies moved	\$7500.00
Police Details moved	\$1000.00
Software Year Fees moved	\$6900.00
Dues moved	\$455.00
Conferences moved	\$4400.00
Water/sewer moved	\$9500.00*
Total:	\$29,755.00

* I know this is a sticking point based on what is done for the average tax payer however it is worth mentioning. We fill the pool with 200,000 gallons and use probably that much again in the summer. That water never hits the sewer because it is pumped out, evaporated or splashed out. The pad sends only 10% into the sewer so really it is only sinks and toilets that use the sewer. We pay for sewer on all water at the pool. I know the home owner does too but this is a far greater volume.

Memo

Date: May 1, 2014

To: Jennifer Perry, PE – Public Works Director

From: Paul Vlasich, PE – Town Engineer

Re: CMA Engineers Consulting Services – Linden St & Court St Culvert Replacements

Please find attached a copy of the engineering services agreement for CMA Engineers to design and permit the culvert replacements on Linden St and Court St at the Little River crossings in the amount of \$129,800.

The Request for Proposal (RFP) was available on December 11, 2013. A copy of the RFP is also attached for your reference. The RFP was made available to five previously pre-qualified firms from the Jady Hill Project RFP consultant selection process. Please note the attached memo dated January 21, 2011 which memorialized a total of seven pre-qualified firms. Two pre-qualified firms that were not invited to this selection process are Weston & Sampson and Wright-Pierce because of their current involvement with the groundwater treatment plant and sewer facilities plan, respectively. The five firms invited to the proposal process were:

AECOM	CMA Engineers	Dubois & King
Hoyle & Tanner	Underwood Engineers	

Three consulting firms attended the mandatory pre-proposal meeting at the DPW Complex on December 19, 2013. The three firms were:

CMA Engineers	Dubois & King	Underwood Engineers
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Two firms submitted written proposals on December 31, 2013. Cost proposals were submitted in separate sealed envelopes and were not opened during the interview process. Both firms, CMA Engineers and Dubois & King were interviewed on January 14, 2014.

After the interviews, the selection process was put on hold for DPW officials to investigate whether these design costs could be reimbursed through the NHDOT State Bridge Aid program. After several discussions and submittals it was determined that the culvert replacements would need to be delayed far too long to be eligible for the bridge aid program.

CMA Engineers was selected as the consultant deemed most advantageous to the project and town. CMA Engineers were also the authors of the "Linden and Court Streets – Roadway Culvert Report" dated July 2012 which reviewed the state's culvert inspections and recommended potential repairs and associated costs. CMA Engineers' cost proposal was then opened which resulted in additional conversations and project clarifications.

A revised cost proposal dated April 18, 2014 was received that clarified Exeter River backwater conditions for the design storm with the Great Dam removed and right-of-way mark outs. This new cost proposal was slightly less than the original submission. The department recommends the award of contract to CMA Engineers. The 2013 town warrant approved \$150,000 for this phase of work.

Town of Exeter, New Hampshire

2014 - 2019 CIP Project Request

Date Submitted: May 21, 2013
 Year Funding is Requested: 2014

Department: Public Works
 Project Title: Linden St. & Court St. Culvert Repairs
 Contact: Paul Vlasich
 Phone: 778 - 0591 ext. 160
 e-Mail: pvlasich@town.exeter.nh.us

Priority (1 of 8, etc.): 2 of 7
 Estimated Total Cost: \$ 1,480,000
 Estimated Useful Life (Years): 75
 Previously Presented? (Yes/No): No
 When (Please give year):
 Growth Related? (Yes/No):

- Request Results from ("√" all that apply)
- Reduce Long Term Operating Cost
 - Health or Safety
 - Continuation of Existing Project
 - Expand Public Demand
 - Reflects Master Plan
 - Reduces Liability
 - Fed./State Action Required
 - Deemed Critical by Department

PROJECT DESCRIPTION, RATIONAL & OPERATING BUDGET IMPACT

Proposed ("√" all that apply) Building Renovation, Addition, New Construction Equipment New/Replacement Real Property Acquisition Road Improvements Water/Sewer System Improvements

1. General Project Description?

This project will repair the large roadway culverts on Linden Street and Court Street; 1) Twin 48" metal arch culverts (1967) which carry the Little River under Linden Street and 2) Triple 51" metal arch culverts (1965) which carry Little River under Court Street. Over the years, flow through the culverts has eroded areas on the pipe floor, leaving the earth exposed. As water flows through these damaged areas soil under the culvert is experiencing significant undermining. Culvert walls are experiencing rusting and pitting with some sag in the roof. A consultant prepared an evaluation of the existing conditions, problem fixes and associated cost.

2. Rational?

All state and municipal bridges in New Hampshire are inspected by the NHDOT at regular intervals based on the bridge's ownership and condition. Bridge condition is a concern to NHDOT, municipalities and the public. When conditions reach the status of structurally deficient, functionally obsolete, or Red List, consideration must be given to rehabilitation or replacement. Linden Street over Little River is a Red List Bridge on the NHDOT 2012 Bridge Inspection Report. Red List means that these bridges require more frequent inspections due to known structural deficiencies, poor structural conditions, weight restrictions, or the type of construction (i.e. temporary bridge). The Court Street culverts are included in this project due to their age (1965) and unknown extent of deterioration.

3. Cost Estimate? from consultant evaluation with 4% increase per year beyond FY13

The design monies of \$150,000 were approved for 2013.



Linden Street
Twin Culverts

Court Street
Triple Culverts

Capital Cost:	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	Total	Proposed Funding Source
Planning/Design/Engineering/Land/Site Improvements	35,000	45,000					80,000	<input checked="" type="checkbox"/> General Fund (tax rate)
Construction	600,000	800,000					1,400,000	<input type="checkbox"/> Water Fund (user fees)
Equipment Cost								<input type="checkbox"/> Sewer Fund (user fees)
Other Cost								<input type="checkbox"/> Capital Reserve Fund
Totals	635,000	845,000					1,480,000	<input type="checkbox"/> Impact Fee Account
Operating Budget Impact:								<input type="checkbox"/> Other (Grants, Special Assessment)
Salaries/Wages								
Fringe Benefits								
Contracted Services								
Expenses								
Other Cost								
Totals								

D2



RECEIVED
APR 21 2014

BY:

CMA ENGINEERS, INC.
CIVIL/ENVIRONMENTAL ENGINEERS

35 Bow Street
Portsmouth, New Hampshire
03801-3819

Phone: 603/431-6196
Fax: 603/431-5376

E-mail: info@cmaengineers.com
Web Site: www.cmaengineers.com

April 18, 2014

Paul Vlasich, P.E., Town Engineer
Town of Exeter
Public Works Department
13 Newfields Road
Exeter, NH 03833

**Re: Revised Fee Proposal for Professional Engineering Services
Town of Exeter, NH – Linden and Court Street over Little River
CMA #P-2346**

Dear Paul:

CMA Engineers, Inc. is pleased to submit this revised fee proposal and engineering services agreement to the Town of Exeter for the planning and design phases of the Little River culvert replacements at Linden (NHDOT Br. No. 087/062) and Court (NHDOT Br. No. 095/063) Street. We appreciate this opportunity to be of service to the Town of Exeter. This fee proposal and agreement is based on the technical proposal and submitted December 31, 2013 and clarifications resultant from subsequent discussions with the Town related to our proposal assumptions and the decision of the voters in spring of 2014 to remove the Great Dam downstream of the project sites. We will be supported by subconsultants for survey (Doucet Survey of Newmarket) and hydraulic analysis (Gomez and Sullivan, PC of Henniker) for this project based on our ongoing professional relationships with these firms and their recent experience on similar projects in New Hampshire and throughout the northeast region.

Scope of Services

The following listed scope of services is proposed in accordance with the detailed scope provided in CMA Engineers' technical proposal:

1. Project Initiation and Field Reconnaissance
2. Complete a comprehensive review and analysis of the hydraulic requirements for each project
3. Finalize design criteria for each culvert replacement
4. Permit scoping meetings with NHDES and NHDHR

5. Preliminary design for NHDES review and Wetlands Permitting
6. Final Design Contract Documents
7. Meetings, Coordination, and Project Management

Scope Assumptions

- CMA Engineers assumes that road closures and short detours will be allowed to facilitate replacement generally within the footprint of each existing structure. A schematic detour plan will be developed and included for each project.
- CMA Engineers assumes that the projects will be under a single combined NHDES wetlands permit. Permitting and application fees, as needed, will be paid directly by the Town.
- It is assumed that the total area of impact is less than 50,000 square feet and therefore will not require an Alteration of Terrain (Site Specific) Permit.
- Subsurface utility verification will be performed to ASCE Quality Level B, which entails use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. Vertical positioning may be determined by contract amendment, however, vertical position is not critical as utilities within the footprint of the proposed structures will be reconstructed.
- One day per site is assumed for subsurface borings.
- A single Phase 1A Archaeological review is assumed for both project sites.
- The Hydraulic Analysis includes modeling the proposed Court Street and Linden Street Bridges with the Great Dam Study discharges. One alternative, such as a concrete rigid frame or similar structure profile, will be modeled for each location. The rigid frames are expected to have two piers at Court Street and one pier at Linden Street. This will be run for the Great Dam removal alternative only.
- CMA Engineers will assist the Town in negotiating for temporary rights of access associated with each project including drafting plans to depict temporary impacts, meeting with abutting land owners, and drafting "Agreements for Entry and Construction." No permanent land takings are assumed for either project. Recordable Easements, Right-of-way deed descriptions, and final boundary survey and plans, if needed, may be added by contract amendment.
- Right-of-Way research is assumed at eight (8) hours for the projects. Based on preliminary research and review of available data conducted to develop this proposal it is assumed that Right-of-Way limits within the project area will be well defined and identifiable in the field.
- Permitting, contamination testing, and soil remediation associated with any removal and relocation of existing hazardous materials is not included and would be handled under a separate contract.
- Bidding services, construction administration, shop drawing review and resident engineering services are not included at this time, but may be added by contract amendment.

Schedule

The schedule to complete this work is as proposed in CMA Engineers technical proposal and can be modified as needed to meet the needs of the Town.

Engineering Fees

Engineering fees will be assessed on the basis of CMA Engineers, Inc. standard rates. Engineering staff are invoiced at the rate of salary cost (wage rate plus 35% to cover statutory and customary fringe benefits) times a factor of 2.45. Principal's time is invoiced at the lesser rates of \$140 for William Straub, P.E. and Robert Grillo, P.E. Subconsultants will be invoiced at cost times 1.15. Expenses are invoiced at cost plus 10%. Mileage will be billed at the prevailing IRS rate. CADD computer time is invoiced at \$9/hour.

CMA Engineers proposes to provide the services described in this proposal for estimated fee as summarized below. The fee breakdown by task is not proposed to limit fees by individual tasks, but rather to indicate distribution of time and effort. Total fees will not exceed \$130,630 without additional authorization from the Town.

<u>Phase</u>	<u>Fee</u>
1. Project Initiation and Field Reconnaissance	\$ 22,300
2. Hydraulic Review and Analysis	\$ 28,600
3. Finalize culvert design criteria	\$ 14,500
4. Permit scoping meetings with NHDES and NHDHR	\$ 2,500
5. Preliminary design for NHDES review and Wetlands Permitting	\$ 32,800
6. Final Design Contract Documents	\$ 25,600
7. Meetings, Coordination, and Project Management	\$ 3,500
TOTAL ESTIMATED FEE:	\$ 129,800

Agreement

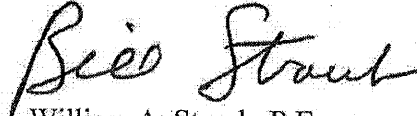
The standard CMA Engineers, Inc general terms and conditions are attached, and shall apply except as may be specifically modified above. The Town of Exeter may authorize this agreement by signing both copies in the space indicated below, and returning one copy to us.

Again, CMA Engineers most appreciates this opportunity to be of service to the Town of Exeter on this important project. Should you have any questions, please do not hesitate to contact us.

Very truly yours,
CMA ENGINEERS, INC.



Jason L. Gallant, P.E.
Project Manager



William A. Straub, P.E.
Principal

JLG/WAS:ams

CC: Jennifer Perry, P.E., Exeter DPW Director

Enclosure: CMA Engineers Terms and Conditions

Accepted and Authorized to Proceed:

Town of Exeter

Date

REQUEST FOR PROPOSALS

TOWN OF EXETER, NEW HAMPSHIRE

Public Works Department

PROFESSIONAL ENGINEERING SERVICES

**Linden & Court Street Culvert Replacements –
Engineering Services**

RFP No. DPW 2013-02

**TOWN OF EXETER, NH
DEPARTMENT OF PUBLIC WORKS**

**RFP No. DPW 2013-02
REQUEST FOR PROPOSALS**

**PROFESSIONAL ENGINEERING SERVICES
Linden & Court Street Culvert Replacements**

INTRODUCTION

The Town of Exeter is requesting consulting services for the investigation and cost effective design for the upgrade of the culverts that carry Linden Street and Court Street over Little River.

The consultant will need to provide timely services to design this project and to supply appropriate guidance for the capital improvements program for construction of the Linden St culvert in 2015.

GENERAL REQUIREMENTS

Invited consulting firms making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

Sealed proposals, plainly marked "**RFP No. DPW 2013-02 - Proposal for Linden & Court Street Culvert Replacements - Engineering Services**" on the outside of the mailing envelope, addressed to:

Town of Exeter
Public Works Department
Public Works Director
13 Newfields Rd
Exeter, NH 03833

will be accepted until **2:00 p.m. on Tuesday, December 31, 2013** at the Public Works office. Five copies of the proposal shall be submitted. One cost proposal, in a separate sealed envelope, shall be included in the proposal.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the firm submitting the proposal. The Town of Exeter reserves the right to select or reject any consultant firm that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a

proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the selection process at any time prior to the awarding of a contract. There will be no reimbursement to any candidate firm if the selection process is terminated. The Town reserves the right to waive defects and informalities of the proposals.

BACKGROUND

The Linden Street Culvert is on the Municipal Red List for its structural deficiency. The Court Street Culvert is not presently on the Municipal Red List, but is near the Red List Status. The structures are of similar type, and were installed within two years of each other.

This project has received approval for design from the voters in 2013 Town Meeting for the amount of \$150,000.

Capital Improvement Project plans for the rigid frame construction options have carried \$635,000 for the Linden St culvert and \$845,000 for Court St one year later.

CONSULTANT INVITATIONS

In September 2010, the Town requested proposals from consulting firms for the design of the Jady Hill Utility project. It was specifically stated in that RFP that qualified respondents may be called upon for future projects without going through a similar RFP process. The following pre-qualified consulting firms from the Jady Hill project have been invited to the proposal process:

- AECOM
- CMA Engineers
- Dubois & King
- Hoyle Tanner & Associates, Inc.
- Underwood Engineers, Inc.

Weston & Sampson and Wright-Pierce have been excluded from this project because of their current work load with the Town.

PROJECT TASKS

1. Design both culverts to meet all regulatory requirements.
2. Obtain all permits to allow for construction.
3. Perform all geotechnical analysis as necessary.
4. Culverts to pass all anticipated vehicles and loadings without restrictions.

5. Hydraulically size the culverts for appropriate river flows. Discuss the effects of the Exeter River backwater flows on culvert sizing for the various Great Dam modification and removal options.
6. Provide parameters for water diversions or cofferdams during construction.
7. Accommodate existing utilities in the new design and during the various construction stages.
8. Prepare detour plans and signage requirements.
9. Survey the project area. Coordinate with the various utility companies to mark out their utilities prior to survey work. Obtain underground utility locations and elevations. Locate the right-of-way and property boundaries.
10. Prepare easement documents, if necessary, for the construction of the projects.
11. Prepare design plans and project specifications. Separate final documents will be required for the Linden and Court St culvert replacements. Provide the town with six copies each of the final plans and specifications.
12. Update the project probable costs and schedule prior to May 15, 2014 for inclusion in the Town Capital Improvement Program.
13. Provide project probable costs at final design plans.
14. Attend meetings with permitting agencies as necessary. Attend one Board of Selectmen meeting to discuss final plans and project estimates. Facilitate as many meetings as necessary with public works staff for successful designs.
15. Bidding services, construction administration, shop drawing review and resident engineering services are not included at this time, but may be added during subsequent construction phases.

PRE-PROPOSAL MEETING

There will be a mandatory pre-proposal meeting at 10:00 a.m. on Thursday, December 19, 2013 at Exeter Public Works, 13 Newfields Road, Exeter, New Hampshire to discuss this project and answer questions.

TIMELINES

The work is to be completed as expeditiously as possible.

The Consultant Selection Schedule is as follows:

Request for Proposals	Wednesday, December 11, 2013
Pre-proposal Meeting	Thursday, December 19, 2013
Consultant Proposals Due	Tuesday, December 31, 2013
Consultant Interviews (if necessary)	Wednesday, January 8, 2014
Contract Approval	Selectmen Meeting shortly thereafter

INFORMATION AVAILABLE

- Roadway Culvert Evaluation – Linden and Court Streets – Exeter, NH dated July 2012 by CMA Engineers
http://exeternh.gov/sites/default/files/fileattachments/lindenstreetandcourtstreetculvertsreportbycmaengineers2012_0.pdf
- NHDOT Bridge Reports – attached
- Exeter MapsOnline – GIS information
<http://mapsonline.net/exeternh/>
- 2014 Capital Improvement Plan Project Sheet Submittal – This will be revised for construction monies for Linden St Culvert in 2015 and for Court St in 2016.
http://exeternh.gov/sites/default/files/fileattachments/cip_2014.pdf (Sheet 38)
- A hydrologic model of the Exeter River watershed was developed using HEC-HMS for the purpose of determining flood flows at the Great Dam in Exeter. The model includes 53 sub-basins plus various reservoir, reach and junction elements. A digital copy of the analysis files will be made available to invited consultants. Please contact Jay Perkins if you wish to obtain the CD prior to the pre-proposal meeting.
- Exeter River Great Dam Removal Feasibility and Impact Study – Final Report dated October 2013 by VHB –
http://exeternh.gov/sites/default/files/fileattachments/2013-10-31_feasibility_report_final_complete.pdf
- Exeter River Great Dam Removal Feasibility and Impact Study – Final Report Appendices dated October 2013 by VHB –
http://exeternh.gov/sites/default/files/fileattachments/2013-10-31_feasibility_report_final_appendices_complete.pdf

PROPOSAL SUBMITTAL REQUIREMENTS

1. Cover letter
2. Project understanding
3. Project approach to accomplish the Work
4. Scope of Services – Highlight major tasks that were not specifically called out in the Project Tasks.
5. List of similar work experience, including construction administration and resident engineering
6. Project Team Chart identifying the team
 - a. Principal-in-Charge
 - b. Project Manager
 - c. Project Engineer(s)
 - d. Sub Consultants
7. Project Schedule in Gantt format
8. Project cost proposal and breakdown by major tasks. The cost proposal shall be in a separate sealed envelope.
9. Five (5) copies of the proposal

All submissions shall be limited to a maximum of 16 pages including the cover letter, schedules and resumes.

EVALUATION CRITERIA & INTERVIEWS

The Town of Exeter will review the proposals on the following criteria:

1. Understanding of the project
2. Approach to accomplishing the Work
3. Similar experience of the firm
4. Schedule for completing the work
5. Quality of proposal
6. Cost

CONTRACT DOCUMENT

Upon selection, the successful Consultant will prepare Engineering Contracts for execution. Upon execution of the Contract the Consultant will be instructed to commence providing the work outlined in the contract. All information, data, documents, photos, computer records and other materials of any kind acquired or developed by the Consultant pursuant to this proposal shall be the property of the Town of Exeter.

TOWN ROLE

Town staff will be responsible for administering the project and overseeing the consultant's work on this project. Representatives of the Town's Public Works Department will review plans and other documents prepared by the consultant.

RESERVATION OF RIGHTS

The Town reserves the right to make such inquiries regarding the firm's qualifications and reputation as it deems necessary to evaluate the firm.

The Town reserves the right to negotiate directly with the firm selected for additional project work including design, construction administration services, and/or additional project engineering and design services.

CONTACT INFORMATION

If you have any questions regarding the request, please contact Jay Perkins, Highway Superintendent, (603) 773-6157.



MEMO

To: Russ Dean, Town Manager

Cc: Jennifer Perry, DPW Director;

From: Michael Jeffers, W&S Managing Engineer *mj*

Date: April 23, 2014

Ref: Request for Board Approval/Signature of Utility Service Co., Inc. for Hampton Road Water Tank Long Term Maintenance Contract.

The Water & Sewer Department requests that the Board of Selectmen approve the acceptance of a contract with *Utility Service Co., Inc.* The contract was vetted by Paul Roy, Jennifer Perry and I with edits made and specifications added to our satisfaction. We also had Wright-Pierce Engineering do a recent technical review. In fall of 2013 the DPW staff, the Water & Sewer Advisory Committee and the Budget Committee (full and W/S sub-committee) reviewed the asset management proposal for the Hampton Road 1.0 million gallon water standpipe and all were in favor.

This contract is for twelve (12) years with the first five (5) years' fees at \$102,448 annual cost with quarterly payment option available per an earlier request from you. Then for years 6, 7 and 8 the annual fee would be \$42,000 and starting year nine (9) the fee would be \$37,000. In contract year twelve (12) and every third year following, up to a maximum of 5% adjustment may be made. In year one (this year, 2014) the Hampton Road Water Standpipe (water tank) receives the

critically needed full interior/exterior coating and a new mixing system. This contract is open and continuing for as long as the Town desires but may be terminated after the first five years.

The FY 14 water budget includes a #02-4900-0627-7304 WF-CO Hampton Rd Tank Rehab line @ \$102,448. This line item was specifically intended for a contract with *Utility Service Co., Inc.* who is currently the sole source vendor for single unit water tanks asset management services in the northeast.

To confirm sole source status, the following were contacted on March 18th:

- 1) Richard Davee, PE,VP, Wright-Pierce Engineering/Water Division-he stated that contracted asset management of infrastructure is gaining popularity in the utility industry but in the northeast, to date, these services are being offered only to large water companies and metropolitan areas as there must be a minimum number of large tanks. *Utility Services* is the first and only vendor to offer these services for a single smaller water tank.
- 2) Theodore Lund, Principal/Underwater Solutions-Mr. Lund says that for inspection work his firm competes with *Utility Service* and he knows them well. He concurs that currently *Utility Services* is the only vendor offering long term contract full services of rehabilitation/inspection/maintenance to smaller utilities such as the Town of Exeter.



Town of Exeter, New Hampshire

2014 - 2019 CIP Project Request

Date Submitted: July 1, 2013
 Year Funding is Requested: 2014

Department: Public Works - Water
 Project Title: Hampton Road Tank Asset Management Program
 Contact: Michael Jeffers
 Phone: 778 - 0591 ext. 165
 e-Mail: mjeffers@town.exeter.nh.us

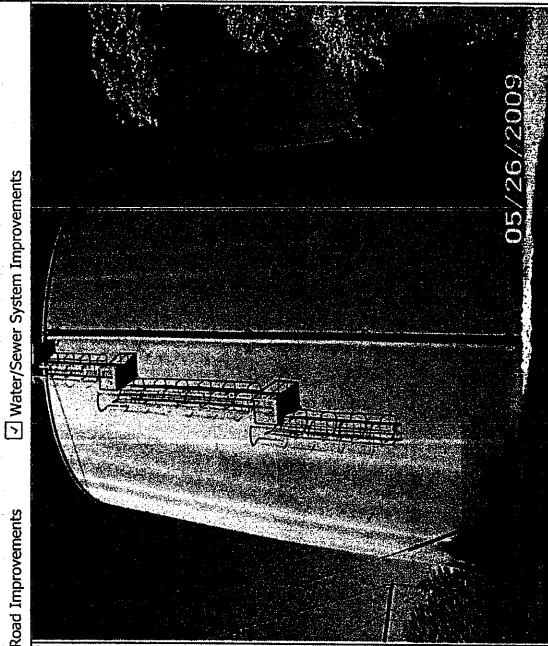
Priority (1 of 8, etc.): 1 of 3
 Estimated Total Cost: \$ 542,263
 Estimated Useful Life (Years): 25
 Previously Presented? (Yes/No) Yes
 When (Please give year): 2010
 Growth Related? (Yes/No) No

Request Results from ("√" all that apply)

Reduce Long Term Operating Cost
 Continuation of Existing Project
 Reflects Master Plan
 Fed./State Action Required

Health or Safety
 Expand Public Demand
 Reduces Liability
 Deemed Critical by Department

PROJECT DESCRIPTION, RATIONALE & OPERATING BUDGET IMPACT



Proposed ("√" all that apply) Building Renovation, Addition, New Construction Equipment New/Replacement Real Property Acquisition Road Improvements Water/Sewer System Improvements

1. General Project Description: This maintenance project is the rehabilitation of the existing steel one million gallon Hampton Road Water Storage Standpipe (located at Fuller Lane) by repair welding of seams and repainting the interior and exterior (last painted 18 years ago in 1995, typically lasts a maximum of 20 years). On August 25, 2012, a tank inspection company, Utility Service Co. Inc., drained and inspected the tank in detail. They reported it to be in growing need of rehabilitation because of the extensive corrosion noted generally and the large number of fatigued areas ("pits" or voids in metal caused by corrosion) that were found on the interior walls and floor as well as the exterior. In addition, the water tower roof surface coating is also getting thin and needs to be resurfaced. There were 50-100 floor panel pits and 160 linear feet of welded floor seams (the point of greatest stress) requiring rewelding and/or possibly entirely new sidewalls. Rehabilitation at a minimum involves media blasting to remove old paint, welding larger pits, filling in the smaller pits with epoxy material and rewelding of critical original welded joints. Priming and painting is the last step. Instead of a one-time rehabilitation approach and hope the repairs last for the next 15-20 years, USCI provides a preventative maintenance schedule to keep overall repair costs down, reduces emergency repairs, and keeps the asset in good working condition indefinitely. Utility Services provides a comprehensive Asset Management Program for the water storage tanks. The tank will be brought up to best standard of service and maintained indefinitely to include annual inspections, all maintenance & repairs, engineering services, emergency services, and all future tank renovations (interior & exterior). The tank's steel will be properly protected and the asset life extended. All risk and liability for tank maintenance and management will fall on USCI indefinitely while under contract, offering lifetime warranty on workmanship and coatings.

2. Rationale? Costs increase the longer the project is deferred and too long the structural integrity is further threatened. Four quotes were received in 2008 for the rehabilitation project; lump sum request of \$525,000 for repairs comes with a 1 yr warranty, rather than indefinitely through USCI for \$812,470 over the next 15 years (average cost \$54,165/yr)

3. Operating Budget Impact? Increase the budget

Capital Cost:	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	Total	Proposed Funding Source
Planning/Design/Engineering								<input type="checkbox"/> General Fund (tax rate)
Land/Site Improvements								<input checked="" type="checkbox"/> Water Fund (user fees)
Construction								<input type="checkbox"/> Sewer Fund (user fees)
Equipment Cost								<input type="checkbox"/> Capital Reserve Fund
Other Cost	102,448	102,448	102,448	102,448	102,448	30,023	542,263	<input type="checkbox"/> Impact Fee Account
Totals	102,448	102,448	102,448	102,448	102,448	30,023	542,263	<input type="checkbox"/> Other (Grants, Special Assessment)
Operating Budget Impact:								
Salaries/Wages								
Fringe Benefits								
Contracted Services								
Expenses								
Other Cost								
Totals								

G1



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: Town of Exeter
Exeter, New Hampshire

Tank Size/Name: 1,000,000 Standpipe – Hampton Road Tank

Location: Fuller Lane

Date Prepared: April 16, 2014

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the Town of Exeter, whose business address is 13 Newfields Road, Exeter, New Hampshire 03833 (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its 1,000,000 gallon water storage tank located at Fuller Lane, Exeter, New Hampshire 03833 (hereinafter "tank").

1. **Company's Responsibilities.** This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Every four years, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection. Visual inspections will rotate with ROV inspections.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **New Hampshire Department of Environmental Services**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. Chemical Clean Service.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

J. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX active mixing system along with its component parts.

3. The Company will annually inspect and service the active mixing system. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition.

4. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

2. **Contract Price/Annual Fees.** The tank shall receive an exterior renovation, interior renovation, mixing system installation and repairs prior to the end of Contract Year 1. The first five (5) annual fees shall be \$102,448.00 per Contract Year. The annual fees for Contract Years 6, 7, and 8 shall be \$42,000.00 per Contract Year. The annual fee for Contract Year 9 and each subsequent annual fee shall be \$37,300.00 per Contract Year; however, in Contract Year 12 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial exterior and interior renovations. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day February, of the Contract Year thereafter. Beginning in Contract Year 2, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, then the unpaid balance of the first five (5) annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract, except for the initial renovation; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (10) any damage to the tank caused by the tank be re-erected.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. **Indemnification.** THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. **Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____.

OWNER:

Town of Exeter

By: _____

Title: _____

Print Name: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By:  _____

Title: Senior Vice President of Operations

Print Name: Donald G. Belcher

Witness: Regina Authen

Seal:



Town of Exeter
Public Works Department

*Preserving, Enhancing
Community & Environment*

Memo

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

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

Date: May 2, 2014

Re: Engineering Services for Groundwater Treatment Plant & Mains

After successful competitive bidding, the Town has recently awarded \$4,695,459 in construction contracts to Apex Construction for the Lary Lane Groundwater Treatment Plant and D & C Construction for the Water Mains. Physical construction on both contracts will commence in July, with the mains completed by the end of this year and the plant by the fall of 2015. Planning, scheduling, contractor orders and construction conferences have already started. The Town needs to finalize agreements for engineering services during the construction phase of the projects, which includes construction administration and resident engineering (inspection).

Weston & Sampson Engineers, Inc., of Portsmouth, NH, are the design engineers for the Lary Lane Groundwater Treatment Plant (GWTP) and Water Mains. They have worked under an agreement with the Town dated January 29, 2013. We recommend amending the agreement with Weston & Sampson in the amount of \$432,944 for construction administration and resident engineering (attached).

The following summarizes total appropriation, contracts to date and **proposed herewith**, reserve for the Stadium Well construction and balance/contingency.

2012 Warrant Article Appropriation:	\$6,350,000	
Design Engineering:	\$566,000	(Weston & Sampson)
Water Main Construction:	\$822,259	(D & C Construction)
GWTP Construction:	\$3,873,200	(Apex Construction)
Con. Ad. & Resident Engineering:	\$432,944	
<u>Stadium Well Reserve:</u>	<u>\$300,000</u>	
Balance/Contingency:	\$355,597	

AMENDMENT NO. 1
TO THE
AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
TOWN OF EXETER, NEW HAMPSHIRE
AND
WESTON & SAMPSON ENGINEERS, INC.

The AGREEMENT for the design, bidding assistance, and construction services for the construction of the Lary Lane Ground Water Treatment Plant made on January 29, 2013 by and between the Town of Exeter, New Hampshire acting through its Department of Public Works, hereinafter called the OWNER, and Weston & Sampson Engineers, Inc., with offices at 100 International Drive, Suite 152, Portsmouth, New Hampshire hereinafter called the ENGINEER is hereby amended in accordance with the provisions of said AGREEMENT.

This amendment is issued to incorporate the following changes:

ARTICLE 2 - SERVICES OF THE ENGINEER is hereby amended...

- A. Delete "monthly visits" from the first sentence of subsection 2.5.1, sub-paragraph j. and replace with "up to 12 groundwater treatment plant project visits and up to four water main project visits".
- B. Insert "up to eight" between 'Submit' and 'reports' in subsection 2.5.1, subparagraph k.
- C. Add the following at the end of the paragraph of subsection 2.6.1 General:

"Resident Project Representative shall observe the work in progress for the water main, groundwater treatment plant, Gilman well, and Lary Lane well on a part-time basis to determine if the work is proceeding in general conformance with the contract documents and that the completed work generally conforms with the contract documents."
- D. Insert "Part-time" between 'the' and 'Resident' in the title for subsection 2.6.2.
- E. Delete "establish a monthly schedule of work progress meetings" from the subsection 2.6.2, sub-paragraph b. and replace with "establish up to 12 groundwater treatment plant project meetings and up to four water main project meetings".
- F. Delete "immediately at the commencement" from the subsection 2.6.2, sub-paragraph d.2 and replace with "upon observation".
- G. Delete "Observe daily work in progress, or as otherwise necessary," from the subsection 2.6.2, sub-paragraph e.1 and replace with "Observe work on a part-time basis".

- H. Insert "When part-time inspector is present," at the front of subsection 2.6.2, subparagraph e.4.
- I. Insert "When part-time inspector is present," at the front of subsection 2.6.2, subparagraph g.2.
- J. Delete subsection 2.6.2, subparagraph h.2 in its entirety and replace with the following:
 - "2. Record data relative to questions of extras or deductions, observations in general, and specific observations in more detail as in the case of observing test procedures."
- K. Delete subsection 2.6.4 in its entirety and replace with the following:
 - "2.6.4 The ENGINEER shall not modify its resident representative staff without providing a one-week advance notice to the town."
- L. Insert "36 hours of" between 'observe' and 'the' in subsection 2.8.1.
- M. Insert "40 hours of" between 'provide' and 'assistance' in subsection 2.8.2.
- N. Insert "24 hours of" between 'provide' and 'assistance' in subsection 2.8.5.

ARTICLE 5 - PAYMENTS TO THE ENGINEER is hereby amended...

- A. Delete paragraph 5.2 in entirety and replace with the following:
 - "5.2 For services performed under ARTICLES 2.5 through 2.8 of this AGREEMENT, the OWNER agrees to pay the ENGINEER within thirty (30) days of the invoice date, as charges accrue on a time charged plus expense basis. For ARTICLES 2.5, 2.7 and 2.8, the rates of the ENGINEER are 2.25 times the cost of salaries of those personnel working on the PROJECT, for ARTICLE 2.6, the rate of the Resident Project Representative is 2.2 times the cost of salary. For ARTICLES 2.5 through 2.8, rates are 1.05 times prime subconsultant charges and 1.1 times other direct costs which include transportation, printing and reproduction of plans and reports, telephone charges, postage, computer time, sub-consultant charges such as soils, surveying, testing of materials, and other identifiable expenses. Compensation shall be payable monthly, as earned, and is estimated at \$432,944.
 - Part-time resident representative services are estimated to be 1,520 hours during construction activities with 480 hours allocated to the water main project and 1,040 allocated to the groundwater treatment plant project. Should the CONSTRUCTION CONTRACTOR delay completion of the project, or should work be added that extends the construction schedule, the number of hours may need to be increased, and additional ENGINEER compensation may be required."

B. Add the following paragraph:

“5.4 When the costs incurred total approximately 60 percent of the total estimated costs listed in ARTICLE 5.2, or if, at any time, the ENGINEER has reason to believe that the total estimated costs will be greater or substantially less than the then total estimated cost, the ENGINEER shall notify the OWNER giving a revised estimate of the total cost of services to be furnished. Should the revised total estimated cost exceed the total estimated cost, this AGREEMENT shall either be amended to cover the increase in estimated cost or the scope of services shall be reduced to stay within the total estimated cost. A summary of the engineering budget will be provided with each monthly invoice submittal to track incurred costs.”

END OF AMENDMENT NO. 1

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1
this _____ day of May, 2014.

ACCEPTED FOR:

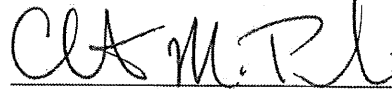
TOWN OF EXETER

WESTON & SAMPSON ENGINEERS, INC.

By Its Town Manager:

By Its Senior Associate/Regional Manager:

Russell Dean



Christopher M. Perkins, P.E.

DATE

5/1/14

DATE

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this
AMENDMENT NO. 1.

By: _____
Doreen Ravell, Finance Director

Date: _____

p:\exeter nh2130063 gwtp design\contract\Mary lane wtp contract - amendment 1.docx

Town of Exeter, New Hampshire

2014-2019 CIP Project Request

Date Submitted: _____
 Year Funding is Requested: _____

Department: Conservation
Project Title: Elliot Property Acquisition
Contact: Kristen Murphy
Phone: (603) 773-6112
e-Mail: kmurphy@exeternh.gov

Priority (1 of 8, etc.): _____
Estimated Total Cost: \$ 26,590
Estimated Useful Life (Years): _____
Previously Presented? (Yes/No) _____
When (Please give year): _____
Growth Related? (Yes/No): _____

Request Results from ("✓" all that apply)

Reduce Long Term Operating Cost
 Health or Safety
 Continuation of Existing Project
 Expand Public Demand
 Reflects Master Plan
 Reduces Liability
 Fed./State Action Required
 Deemed Critical by Department

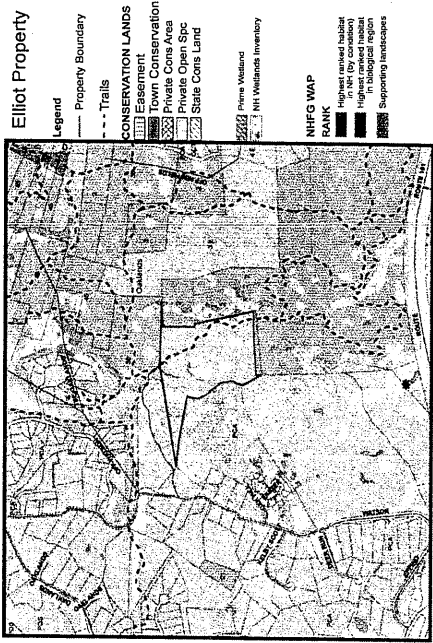
PROJECT DESCRIPTION, RATIONAL & OPERATING BUDGET IMPACT

Building Renovation, Addition, New Construction
 Equipment New/Replacement
 Real Property Acquisition
 Road Improvements
 Water/Sewer System Improvements

1. General Project Description: The Exeter Conservation Commission is seeking funds to assist with the purchase of the 34+/- acre Elliot property. Total acquisition cost for the property would be \$135,000. The Conservation Commission is looking to provide matching funds up to \$85,000. The remainder would be sought through grant funds and if successful could reduce the total amount of match required. To meet the \$85,000 match the Commission is anticipating using a portion of the Conservation Fund (\$25,000), and the funds remaining from the 2003 Warrant Article (\$33,510). Therefore, the Commission is seeking an amount not to exceed \$26,590 through the CIP process. The total amount required may be less in the event that we are successful in obtaining enough grant funds to cover a larger portion of the total project cost.

2. Rationale:
 This property is located North of NH 101, east of Watson Road, and west of the Oaklands Town Forest and is also known in town as the site of the former Cronin Pig Farm. Currently the property is surrounded by existing conservation lands or private open space. A 30-foot right-of-way was deeded to the current owners during the construction of the Stonewall Way development. Surveys associated with the Forest Ridge development indicated that the prime wetland associated with this parcel provides suitable habitat for numerous species of concern including spotted and Blandings turtles and in addition this parcel was ranked highest in the state for habitat by NH Fish and Game Department. Currently the main loop of the Oaklands mountain bike/hiking trail traverses the property.

To date the landowner and Southeast Land Trust has been awarded \$54,000 - 60,000 in grant funds from the Wetlands Reserve Program through NRCS. In addition, we anticipate applying for funds through the Land Community Heritage Investment Program (LCHIP), and the Recreational Trails Program funds through the Trails Bureau.



Capital Cost:	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	Total
Planning/Design/Engineering							
Land/Site Improvements							
Construction							
Equipment Cost							
Other Cost	26,590						26,590
Totals	26,590						26,590
Operating Budget Impact:							
Salaries/Wages							
Fringe Benefits							
Contracted Services							
Expenses							
Other Cost							
Totals							

Proposed Funding Source

General Fund (tax rate)
 Water Fund (user fees)
 Sewer Fund (user fees)
 Capital Reserve Fund
 Impact Fee Account
 Other (Grants, Special Assessment)

CC1

Elliot Property Acquisition Public Notice

The Town of Exeter Board of Selectmen will hold two public hearings on the acquisition of the Elliott Property (Tax Map 26, Lot 15, which abuts the Oaklands Town Forest) on **Monday April 21st**, and **Monday May 5th** with final vote on **May 19th**. The property was recommended for acquisition by the Exeter Conservation Commission and the Planning Board. Funding for the acquisition will include \$26,490 approved by the voters through special warrant article on March 11th, \$33,510 from the 2003 conservation bond proceeds and up to \$25,000 from the Conservation Commission's Conservation Fund to fund the Town of Exeter's \$85,000 share of the total purchase price. The total cost of the project is \$149,500, with the balance of the costs coming from the following funding sources: \$54,000 from a US Natural Resource Conservation Service; and \$10,500 in privately raised funds by Southeast Land Trust of New Hampshire. As part of this purchase, the property will be subject to a conservation easement granted to the US Natural Resources Conservation Service.

LETTER OF UNDERSTANDING

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH

This **Letter of Understanding** summarizes the financial and management responsibilities of the Southeast Land Trust of New Hampshire ("SELTNH") and the Town of Exeter Conservation Commission ("Commission") in regard to the acquisition and conservation of the approximately 34 acre Elliott property (Tax Map 26, Lot 15) (the "Property") and the subsequent conveyance of a conservation restriction on the Property from the Town of Exeter to Southeast Land Trust of New Hampshire or another suitable entity.

The Town of Exeter Conservation Commission desires to partner with SELTNH for the acquisition and conservation of the Property. SELTNH understands that the Town is only able to financially contribute up to \$85,000, contingent on Town Meeting voter approval. SELTNH agrees and understands that any expenditure by SELTNH above and beyond the amount authorized for this purpose at Town Meeting will be carried out at SELTNH's sole expense, unless authorized and approved in advance by a vote of the Town of Exeter Board of Selectmen. If insufficient funding is appropriated at Town Meeting, this Letter shall be null and void, except that expenditures up until the Town Meeting vote shall be handled in accordance with this Letter. If insufficient funding is appropriated at the Town Meeting, SELTNH and the Commission will meet and agree as to next steps.

Attached, as Exhibit A, is an estimated budget for the acquisition of the Property. This budget is an estimate only. The parties agree and acknowledge that specific expenditures for project expenses may be higher or lower than the estimated amount, so long as the total expenditure being requested from the Town does not exceed \$85,000.

Responsibilities of SELTNH

1. **Option agreements:** SELTNH shall enter into an option agreement with the landowner for the acquisition of the Property. This option agreement shall be conditioned upon the ability of SELTNH to direct the conveyance of the Property from the current owner to the Town of Exeter and the availability of the necessary funding from the Town and other sources. SELTNH shall be responsible for the initial deposit of \$1,000, and the deposit of \$3,000 if USDA Wetland Reserve Program funds are awarded to the project. The Commission shall be responsible for \$2,000 of the deposit by October 31, 2013 if, after meeting with the Selectmen, the Commission votes to proceed with seeking a Warrant Article that combined with available Conservation Funds is at least \$85,000.
2. **Phase 1:** SELTNH will contract with a qualified professional to conduct a Phase One Environmental Site Assessment that is prepared for the Commission and SELTNH to ensure there are no environmental hazards on the Property and provide a copy of the Phase One report to the Commission within 5 days of its receipt. SELTNH shall be reimbursed by the Commission for the cost of the Phase One, estimated to be \$1,250. If a Phase 2 is recommended, SELTNH and the Commission will meet and agree as to next steps.
3. **Boundary Confirmation:** SELTNH will contract with a licensed land surveyor to assess whether the triangular area in the northwestern portion of the Property that is shown on

LETTER OF UNDERSTANDING

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH

the Exeter Tax Maps is part of the Property and SELTNH shall provide the surveyor's findings to the Commission within 5 days of its receipt. SELTNH shall be reimbursed by the Commission for the cost of the survey research, estimated to be \$2,500. If the triangular area is found to not be a part of the Property, SELTNH and the Commission will meet and agree as to next steps.

4. **Appraisal Confirmation:** At the Commission's election or if required by a funding source, an update of the appraisal previously conducted by the Commission may be commissioned by SELTNH. SELTNH will provide a copy of the appraisal report to the Commission within 5 days of its receipt. If an appraisal is commissioned, SELTNH shall be reimbursed by the Commission for the cost of the appraiser's work, estimated to be \$1,200.
5. **Title Opinion:** SELTNH shall commission a title opinion so as to ensure a clean and marketable title to the Property. SELTNH shall provide the Commission a copy of the title opinion within 5 days of its receipt. Should the Commission or Selectboard desire to have the Town attorney, instead of SELTNH's attorney, complete the title opinion, it shall notify SELTNH within thirty (30) days after the Selectmen's vote on including the project as a Warrant Article, so as to avoid duplication of cost and resources, and shall provide SELTNH with a copy of the Town attorney's opinion.
6. **Survey:** If the Town Warrant Article is approved, SELTNH shall manage the hiring of a licensed land surveyor for the surveying of the physical boundary of the Property. SELTNH shall provide a copy of the final plans for review and acceptance by the Commission.
7. **Communication:** SELTNH shall coordinate all communication with the landowner regarding project status, timing, legal documents, and closing.
8. **Fundraising:** SELTNH shall work diligently and in good faith to secure private and public funds for the project that combined with the funds secured by the Town through Town Meeting and the Conservation Fund, will fully pay for the total project cost, estimated to be \$158,000.
9. **Acquisition and closing:** SELTNH shall coordinate and manage the acquisition of the Property and the drafting and negotiation of all legal documents and closing paperwork for the acquisition of the Property and the conveyance of the conservation restriction.
10. **Financial management:** SELTNH shall pay all invoices for services requested or authorized through this Agreement related to the acquisition and conservation of the Property. SELTNH agrees to provide supporting documentation (such as copies of invoices or receipts) for invoices submitted to the Commission, as may be requested by the Commission.

LETTER OF UNDERSTANDING

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH

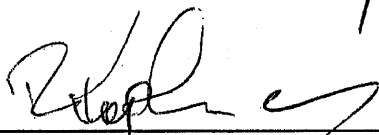
Responsibilities of the Commission

1. **Reimbursements:** The Commission shall reimburse SELTNH within 30 days of the Commission's receipt of invoices submitted by SELTNH or at the closing on the subject parcel, whichever is earlier.
2. **Funding:** The Commission will work diligently and in good faith to provide at least \$85,000 toward the project, including proposing a Warrant Article for the March 2014 Town Meeting that will provide sufficient funds to meet the Town's \$85,000 funding goal. The Commission shall take the lead, with SELTNH's assistance, to publicize and garner public support for the Warrant Article.
3. **Grants:** The Commission shall work with SELTNH in efforts to secure grants and other private funds in order to meet the overall project budget, estimated to be \$158,000. In some cases, this may require the Commission to be the grant applicant.
4. **Closing:** At the closing on the acquisition of the Property, the Commission agrees to provide the funds authorized by the Town, minus any payments to SELTNH previously made by the Town, which are consistent with the terms herein or fit within one of the categories contained in the budget. The purchase price for the Property shall be no more than \$135,000.
5. **Permanent Conservation:** The Commission agrees to work with SELTNH on a conservation restriction for the Property to ensure its permanent conservation use. The parties agree to negotiate in good faith to successfully complete the terms of the conservation restriction.

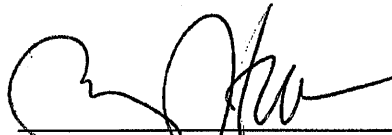
The parties agree to complete the acquisition of the Property within 60 days after the March 2014 Town Meeting.

This Letter of Understanding represents the complete understanding of the parties hereto and can only be revised through written agreement.

Executed this 29 day of July, 2013, by



Russell Kaphan, Chair, duly authorized
Town of Exeter Conservation Commission



Brian Hart, Executive Director
Southeast Land Trust of New Hampshire

Premise: The central area of downtown Exeter is in need of revitalization.

Downtown Revitalization Committee

There is hereby established by the Exeter Selectboard a Downtown Revitalization Committee.

Membership: 5, staggered 3 year terms.

Mission

The mission of the downtown revitalization committee is to advise the Selectboard on methods and strategies to revitalize the central area downtown, including the following areas: High Street from Portsmouth Avenue to Great Bridge, Water Street to the end of the commercial corridor, Center Street, Front Street, and other areas considered part of the central area downtown.

Duties

The duties of the Downtown Revitalization Committee shall include, but not be limited to:

1. Reviewing economic data about Exeter's Central Area Downtown;
2. Developing specific strategies, working with the Selectboard, Economic Development Commission, and Planning Board, to enhance the short and long term vitality of central area of downtown Exeter;
3. Reviewing public infrastructure needs in the central area of downtown to ensure goals of the master plan are addressed;
4. Reviewing development patterns within the central area downtown;
5. Analyzing the mix of businesses within the central area of downtown to develop suggestions on the proper balance and mix of businesses;
6. Reviewing traffic patterns, parking and other related issues specific to the central area downtown, and suggest improvements that could be programmed into the Town's capital improvement program;
7. Reviewing other central area downtown activities as identified that contribute to the core vibrancy of the central area downtown.
8. Presenting a plan for downtown revitalization to the Selectboard and the Town.

This committee will formally report to the Selectboard at least once per year to keep the Board apprised of its activities. Informally, the committee may report to the Board through the Selectboard's representative (if one is chosen by the Board).

Town of Exeter	Policy Number 06-01	Adopted by Board of Selectmen
Subject: Delegating to the Town Manager the authority to Issue Certain Permits	Adoption Date: September 18, 2006 Revision Date: Effective Date:	Supersedes:

1.0 Purpose of the Policy:

2.0 Departments Affected:

All Departments

3.0 Definitions:

4.0 Policy:

1. It is recognized that the Board of Selectmen are responsible for the issuance of certain permits under the New Hampshire state statutes.
2. As a practical matter, the Town Manager may issue temporary approval for permits for the following activities, and in the absence of the Town Manager, the ranking member of the Board of Selectmen shall have approval authority pursuant to this policy. The Board of Selectmen will be notified of the temporary approval at their next regular meeting under the permits section of the agenda:

Banners across Water Street
Plywood Signs and Poster Board Signs
Structures on Sidewalk, Blocking Off Streets, and Blocking Off Parking Spaces
Road Races, Raffles, Walkathons, and Parades
Pyrotechnics (Fireworks)
Auctions
Block Parties

3. Permit requests for the following must be approved at regular meetings of the Board:

Use of Town Hall or Town Office (NOTE in extreme circumstances the Town Manager is authorized to approve these permits).

4. Prior to approval, the Town Manager will make certain all conditions have been met for any permit, such as a fee being paid, certificate of insurance provided, and that any necessary department approvals are obtained, such as the Police Department for road races/walkathons, etc..

5. If an issue has been raised regarding a permit, the Town Manager shall not issue the permit but it shall be referred back to the Board of Selectmen for their review and action.

5.0 Procedures:

6.0 Severability:

To the extent this policy is in conflict with State law, State law will prevail.

Town of Exeter	Policy Number 06-01	Adopted by Board of Selectmen
Subject: Delegating to the Town Manager the authority to Issue Certain Permits	Adoption Date: September 18, 2006 Revision Date: May, 2014 Effective Date:	Supersedes:

1.0 Purpose of the Policy:

The purpose of this policy is to create an efficient, workable permitting process for those permits issued under the authority of the Selectboard.

2.0 Departments Affected:

Town Manager, Police, Public Works, Parks/Recreation, General Government, Fire/EMS

3.0 Definitions:

4.0 Policy:

1. It is recognized that the Board of Selectmen (Selectboard) are responsible for the issuance of certain permits under the New Hampshire state statutes.
2. The Town Manager may approve permits for the following activities, and in the absence of the Town Manager, the ranking available member of the Selectboard shall have approval authority.
 - a. Plywood Signs and Poster Board Signs
 - b. Structures on Sidewalk, Blocking Off Streets (Road Closures), and Blocking Off Parking Spaces, Extended Parking, Winter Overnight Parking (Pleasant Street only)
 - c. Road Races, Raffles, Walkathons, and Parades
 - d. Pyrotechnics (Fireworks)
 - e. Auctions
 - f. Block Parties
 - g. Use of Town Office
 - h. Use of Town Hall
 - i. Solicitation/Peddler/Vending
 - j. Temporary Signs in Public Right of Way
3. Should the Town Manager deny any of the permits listed above, those aggrieved may appeal to the Selectboard at their next regular meeting. All permit requests shall conform to the ordinances, rules, and regulations of the Town.

3. Prior to approval, the Town Manager will ensure all conditions have been met for any permit, such as a fee being paid, a certificate of insurance provided, and that any necessary department approvals are obtained, such as the Police Department for road races/walkathons, etc..
4. All permits will be issued in conformance with current Town policy governing same.
5. A monthly report will be provided to the Selectboard for all permits issued in the prior month under this policy. At any time the Board may review or amend this policy.

5.0 Procedures:

The Town Manager's Office, on behalf of the Selectboard, will administer permit issuance through the Town Manager's assistant.

6.0 Severability:

To the extent this policy is in conflict with State law, State law will prevail.

List for Selectmen's meeting May 5, 2014

Abatements

<u>Map/Lot</u>	<u>Location</u>	<u>Refund</u>
63/102/70	6 Brookside Drive Unit 10	1,085.45
71/45	92 High Street	851.18

Elderly Exemption

<u>Map/Lot</u>	<u>Location</u>	<u>Exemption Amount</u>
104/81/1	103 Linden Street	Denial/Late Memo attached

Yield Tax

<u>Map/Lot</u>	<u>Location</u>	<u>Tax Amount</u>
47/7	Epping Road	440.03

Intent to Cut

<u>Map/Lot</u>	<u>Location</u>
33/26 & 40/15	Watson Road

Planning OK Sylora on Duboch

FORM PA-7

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

YR 14 - TOWN 153 - OP# 01 - T (Assigned by Municipality)

For Tax Year April 1, 2014 to March 31, 2015

PLEASE TYPE OR PRINT (If filling in form on-line, use TAB Key to move through fields)

- City/Town of EXETER
- Tax Map No./Lot or USFS sale name & unit #: MAP 33, LOT 26; MAP 40, LOT 15
- Intent Type: Original Supplemental
(Use mouse to click on Check Boxes) Original Operation # _____
- Name of road from which accessible: WATSON ROAD
- a. Acreage of Lot: 129± Acreage of cut: 90±
- b. Anticipated start date: APRIL 2014
- Type of ownership (check only one):
 - Owner of Land and Stumpage (Joint Tenants)
 - Owner of Land and Stumpage (Tenants in Common)
 - Previous owner retaining deeded timber rights
 - Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT FORM / CERTIFICATE TO BE SENT TO:

OWNER OR BY MAIL OR

~~FORESTER~~ FORESTER E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Timber Tax Information is Available at www.nh.gov/revenue
Questions?? Call (603) 230-5950

Scott Carlisle APRIL 28, 2014
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

PRINT CORPORATE OFFICER NAME AND TITLE DATE
W. SCOT CARLISLE III

PRINT OWNER(S) NAME
14 CASE STREET

MAILING ADDRESS
EXETER NH 03833
CITY/TOWN STATE ZIP CODE

PHONE 772-286 E-MAIL WSC3@COMCAST.NET

FOR ASSESSING OFFICIALS ONLY

- The Selectmen/Assessing Officials hereby certify that:
- All owners of record have signed the Intent;
 - The land is not under the Current Use Unproductive category;
 - The form is complete and accurate; and
 - Any timber tax bond required has been received:
\$ _____ Date _____
 - The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
 - This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	100±	MBF
Hemlock	15±	MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak	100±	MBF
Ash		MBF
Beech & Soft Maple	5±	MBF
Pallet or Tie Logs	30±	MBF
Other (Specify)		MBF
Pulpwood	Tons	Cords
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Whole Tree Chips	3000±	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	200±	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species:	Amount:

10. By signing below, the ~~owner~~ Forester or person responsible ~~for cutting~~ hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner. I have become familiar with RSA 227-J, the timber harvest laws.

Charles Moreno 4/28/14
SIGNATURE OF PERSON ~~FOR CUTTING~~ DATE

PRINT NAME
CHARLES MORENO

MAILING ADDRESS
PO Box 60

CITY/TOWN STATE ZIP CODE
Center Strafford NH 03815

PHONE 603 335-1961 E-MAIL _____

Signature (in ink) of Assessing Official Date Signature (in ink) of Assessing Official Date Signature (in ink) of Assessing Official Date

Signature (in ink) of Assessing Official Date Signature (in ink) of Assessing Official Date

Town Manager's Office

PA-7 Rev 10/13

MAY -1 2014

Received

TOWN OF EXETER, NH

NOTICE TO QUIT

To: Eric Labonte
29 Gary Lane
Exeter, NH 03833

You are hereby notified and required to quit and deliver up to the Town of Exeter on the 9th day of June, 2014, the possession of the premises located at 29 Gary Lane, Exeter, New Hampshire, identified in the Town's records as Tax Map 95, Lot 82, now occupied by you and belonging to the Town of Exeter. This notice is issued pursuant to RSA 540 for the following reason:

To terminate your tenancy at will in the premises, as the Town is now the owner of the property and does not give permission for your further occupancy.

Dated: _____

**TOWN OF EXETER
BOARD OF SELECTMEN**

Julie Gilman, Chair

Dan Chartrand, Vice-Chair

Donald Clement

Anne Surman

Nancy Belanger

AFFIDAVIT OF SERVICE

I, _____, at said Exeter, New Hampshire on the _____ day of June, 2014 served the above named Eric Labonte by _____ giving in hand to him/her/them _____ leaving at his/her/their usual place of abode the original of this Notice to Quit of which this is a true copy at _____ AM/PM.

(Signature of Officer)

A True and Attested Copy: _____
(Signature of Officer)



Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833
Faxed #: 603-772-4709 or emailed: townmgr@town.exeter.nh.us

APR 29 2014

Received

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

Signboard Requested: Poster Board Week: Plywood Board Week:

Representative Information:

Name: Jeanne Fogg Address: 435 FW Hartford Drive
Town/State/Zip: Portsmouth, NH 03801 Phone: 603-380-3209
Email: j.fogg@portfogg.com Date of Application: 4/23/14

Organization Information:

Name: Relaxed Homeschoolers of NH Address: PO Box 4022
Town/State/Zip: Concord, NH 03302 Phone: _____

Reservation Information:

Type of Event/Meeting: Talent Show - Homeschoolers Date: 6/15/14
Times of Event: 2:00 - 5:00 PM Times needed for set-up/clean-up: 1-2 + 5-6
of tables: 6 # of chairs: 150?

List materials being used for this event: Tack boards

Will food/beverages be served? yes Description: snacks + drinks during intermission

Requirements: * I rented a few years ago for a homeschool talent show - went really well.

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: Jeanne M Fogg Date: 4/24/14

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: twmng@town.exeter.nh.us

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

Signboard Requested: Poster Board Week: 8/17/14 & 10/19/14 Plywood Board Week: 8/17/14 & 10/19/14

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: 4/21/2014

Organization Information:

Name: Exeter Republican Town Committee Address: see above
Town/State/Zip: _____ Phone: _____

Reservation Information:

Type of Event/Meeting: Voter Education Date: 8/23/2014 & 10/25/2014
Times of Event: 10:00am - 6:00 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: 4/21/14

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 August 23 and October 25, 2014. The Exeter Republican Town Committee is a non-profit organization and the events planned for the Town Hall are voter education sessions prior to the NH Primary and NH General Election.

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

Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: May 2nd, 2014

- Sportsmen's Club noise testing is now scheduled for May. Ken Berkenbush continues to coordinate these efforts for the Town. The Sportsmens Club fishing derby is May 10th. A draft MOU has been drawn up as well.
- Portsmouth Avenue Sewer Line construction work continues and remains on schedule for July completion. Latest information says mid-June substantial completion is possible. The sewer main was completed on May 1st, so the remainder of the work will be for water and sewer services. Water services will be installed beginning Monday May 5th through May 13th. After that, sewer service work will continue. Excavation will be done during the day and the water shut-off/service replacement will be overnight.
- A kickoff meeting was held in Stratham on April 29th with Underwood Engineers in their beginning review of the "pipe costs" associated with the Portsmouth wastewater option. This option is also being included as part of our Wastewater Facilities Plan process, which is well underway.
- Parks/Recreation: Facilitated concerts information and preparation for report to the Selectboard on May 5th; continued to support work on Powder Keg Festival agreement with Chamber of Commerce. Parks/Recreation is exploring a bubble concept for the Recreation Park, which may become a CIP proposal.
- The Town has begun the hiring process for the Economic Development Administrator. The Town has received several applications already, and the position notice is on indeed.com, monster.com and the NHMA website.
- I attended another meeting of the budget recommendations committee charter workgroup on April 30th. In addition information was gathered on other budget advisory committees in NH Towns for review by the group.
- I attended the initial meeting of the human services budget recommendations committee workgroup with Sheri on Monday, April 21st.
- On Monday, April 21st, I spoke at the Rotary weekly meeting about the Town Hall. Sandy Martin of Martin Family Enterprises is working with the Rotary fundraising committee on a possible proposal to replace the Town Hall chairs.
- The ladder truck lease/purchase process was completed last week. This included getting the letter of approval from town counsel and facilitating the escrowing of funds with Tax Exempt Leasing, final contract documents, etc. The ladder truck itself has had a minor maintenance issue which will delay its delivery to the Town.
- I participated in a conference call with the bond counsel and Doreen Ravell in preparation for the Town's bond sale through the NH Bond Bank in June (for water/sewer lines and Great Dam removal proceeds). Everything seemed to be in order.
- I met with a resident regarding commercial space availability in Exeter.
- I hosted the local Girl Scouts troop at the Town Office on Tuesday evening April 29th for a tour of the Town Offices and talking about energy use/audits.

- Issues regarding returned checks were reviewed with the Deputy Tax Collector.
- I worked with Finance on coordinating final amortization schedules with the NHDES on the Water Street Interceptor project and the Wastestream Reduction project at the Water Treatment Plant. Both of these projects approved by the voters are now complete and both came in within budget. The Town received 50% principal forgiveness on the Water Street Interceptor project, which saved the Town \$338,061 on this particular project. DES also forgave 20% debt on the Wastestream Reduction Project as well, saving the Town \$51,144 in principal payments.
- Substantive work on the classification plan of non union positions with Municipal Resources, Inc. Working toward a possible July, 2014 implementation.
- Reviewed concept of a non capital reserve fund with town counsel for proceeds from Fairpoint. Many communities have been sued by Fairpoint including Exeter over taxation of poles and conduits. The value of these items is in dispute as part of the legal action.
- Followed up on a request to review the LGC refunds of health insurance from the firefighters for active employees and retirees.
- Completed integration of the new bargaining agreement between the Town and the SEIU 1984, which is now being reviewed by SEIU 1984.
- Began preparations for first half tax bills, which are due July 1st and usually mailed in late May.
- Thanks to all departments for their continued hard work in support of the Town. We've reached the "busy" season, though it never seems to stop!

Congress of the United States

Washington, DC 20510

April 18, 2014

The Honorable John Kerry
Secretary
United States Department of State
2201 C Street NW
Washington, DC 20520

Dear Secretary Kerry,

We write regarding our concern that the Portland Pipe Line Corporation (PPLC) may seek approval to change the direction and content of the Portland-Montreal pipeline. Should this occur, we request that a new Presidential Permit be required in order to allow for a complete review of the proposal.

While PPLC has not provided an official notice of their intent to change pipeline operations, we are concerned that recent actions by the National Energy Board of Canada indicate that PPLC may soon pursue a flow reversal and substance change. If such a request were to occur, it is important for the State Department to conduct a transparent and thorough environmental and safety review of the proposal as part of a new Presidential Permit process.

The National Energy Board of Canada recently approved the reversal and transport of diluted bitumen and conventional crude oil for a pipeline which connects to the Portland-Montreal pipeline in Montreal. PPLC and its Canadian Partners have publically expressed interest in transporting diluted bitumen from Alberta, Canada to Portland, Maine.

As you know, the Portland-Montreal pipeline was approved under a 1999 Presidential Permit to transport conventional crude oil northwest from Portland Harbor in Maine to Canada, passing through Vermont and five northern New Hampshire towns—Shelburne, Gorham, Randolph, Jefferson and Lancaster.

The transport of diluted bitumen southward through the Portland-Montreal pipeline would be a substantial shift from the pipeline's current use. Such changes also pose risks to our constituents' health, the environment and wildlife, which is why we believe the proposal should warrant a comprehensive review as required by the Presidential Permit process.

Thank you for your consideration of our request.

Sincerely,



Jeanne Shaheen
United States Senator



Kelly Ayotte
United States Senator



Ann McLane Kuster
Member of Congress



Carol Shea-Porter
Member of Congress

KELLY A. AYOTTE
NEW HAMPSHIRE

COMMITTEES:
ARMED SERVICES
BUDGET
COMMERCE
SMALL BUSINESS

United States Senate

WASHINGTON, DC 20510
(202) 224-3324

144 RUSSELL BUILDING
WASHINGTON, DC 20510

1200 ELM STREET, SUITE 2
MANCHESTER, NH 03101

144 MAIN STREET
NASHUA, NH 03060

14 MANCHESTER SQUARE, SUITE 140
PORTSMOUTH, NH 03801

19 PLEASANT STREET, SUITE 13B
BERLIN, NH 03570

April 24, 2014

Ms. Julie Gilman
Chairwoman; Board of Selectmen
Town of Exeter
10 Front St
Exeter, NH 03833-2754

Dear Ms. Gilman:

Thank you for contacting me regarding the Portland-Montreal pipeline. I appreciate hearing from the Town on this important issue.

On April 18, 2014, I joined with the other members of the Congressional Delegation in sending the attached letter to Secretary of State John Kerry. The letter requests that a new Presidential Permit be required to allow for a complete review of this project should Portland Pipe Line Corporation choose to change the direction and content of the pipeline. Both the safety of the residents who live in the towns where this pipeline currently runs, as well as environmental impacts, are of paramount concerns to me and I am hopeful Secretary Kerry will carefully consider the delegation's request.

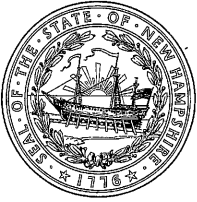
As your U.S. Senator, it is very helpful to understand your concerns and your opinions on the important issues that confront New Hampshire and our nation. Please feel free to contact me again with any federal issues you may have.

Sincerely,



Kelly A. Ayotte
U. S. Senator

KAA/spt



State of New Hampshire *Town Manager's Office*
 Department of Revenue Administration

109 Pleasant Street
 PO Box 1313, Concord, NH 03302-1313
 Telephone (603) 230-5950
 www.nh.gov/revenue

APR 29 2014

Received



John T. Beardmore
 Commissioner

MUNICIPAL AND PROPERTY
 DIVISION
 Stephan W. Hamilton
 Director

4/28/2014

David M. Cornell
 Assistant Director

TOWN OF EXETER
 OFFICE OF SELECTMEN
 10 FRONT STREET
 EXETER

NH 03833

Dear Assessing Officials:

Earlier in 2014, you were notified of your town's 2013 sales-assessment weighted mean ratio. Since that time, the Department of Revenue Administration has completed the process of calculating the total equalized values for each municipality and unincorporated places throughout the state pursuant to RSA 21-J:3 XIII.

Two total equalized figures were calculated for each municipality: The "Total Equalized Valuation **Including** Utility Valuation and Railroad Monies Reimbursement" will be used to calculate your municipality's portion of the county tax and cooperative school district taxes, if applicable. The "Total Equalized Value **Not Including** Utility Valuation and Railroad Monies used to calculate each municipality's portion of the state education property tax.

In order to fulfill the requirements of RSA 21-J:3 XIII, adjustments have been made to the modified assessed valuation to bring such valuation to true and market value. Enclosed with this letter are informational sheets that summarize how each of the following figures was calculated.

Town Name: EXETER	Including Utility Valuation and Railroad Monies Reimbursement	Not Including Utility Valuation and Railroad Monies Reimbursement
2013 Modified Local Assessed Valuation	1,640,180,570	1,608,610,618
+ D.R.A. Inventory Adjustment	106,297,907	106,307,636
= 2013 Equalized Assessed Valuation	1,746,478,477	1,714,918,254
+ Equalized Payment in Lieu of Taxes	1,433,478	1,433,478
+ Equalized Railroad Tax	45,531	0
= 2013 Total Equalized Valuation	1,747,957,486	1,716,351,732
2013 Equalized Assessed Valuation	1,746,478,477	
+ Adjustment RSA 31-A (Shared Revenues)	0	
= Base Valuation for Debt Limits	1,746,478,477	

This letter is official notification of your 2013 Total Equalized Valuation(s). You have the right to appeal these valuations to the N.H. Board of Tax and Land Appeals pursuant to RSA 71-B:5 II. The appeal period is not extended due to any communication, either verbal or written, between the D.R.A. and a municipality regarding the total equalized valuations.

If you have any questions regarding the computation of your total equalized assessed valuation(s), please contact this office at 230-5950.

Sincerely,

Linda C. Kennedy, Manager
 Equalization Bureau

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
2013 EQUALIZATION INFORMATION SHEET**

This informational sheet has been provided to explain and summarize the information contained in each municipality's notification of "Total Equalized Valuations," the appeal process, Assessing Standards Board, etc.

The following is a brief explanation of how each municipality's "Total Equalized Valuations" were calculated:

MODIFIED ASSESSED VALUATION: It may be helpful to refer to page 2 of the MS-1 report provided by your municipality to the Department of Revenue Administration in the fall of 2013.

"GROSS LOCAL ASSESSED VALUATION" - Sum of all assessed values in the municipality

- Certain Disabled Veteran's: RSA 72:36-a
- Improvements to Assist Persons who are Deaf: RSA 72:38-b V
- Improvements to Assist Persons with Disabilities Exemption: RSA 72:37-a
- School Dining/Dormitory/Kitchen Exemption: RSA 72:23 IV (\$150,000 max per exemption)
- Water & Air Pollution Control Exemption: RSA 72:12-a

= **"MODIFIED ASSESSED VALUATION"**

- Blind Exemption: RSA 72:37
- Elderly Exemption: RSA 72:39-a & b
- Deaf Exemption: RSA 72:38-b
- Disabled Exemption: RSA 72:37-b
- Wood-Heating Energy System Exemption: RSA 72:70
- Solar Energy System Exemption: RSA 72:62
- Wind Powered Energy System Exemption: RSA 72:66
- Additional School Dining/Dormitory/Kitchen Exemption: RSA 72:23 IV (exemption amount > \$150,000).

= **"NET LOCAL ASSESSED VALUATION"** - The municipal, county, and local school tax rates are computed using the net local assessed valuation.

TAX INCREMENT FINANCE DISTRICTS (TIFS): RSA 162-K:10 III - The retained captured assessed value is added to the modified assessed value and will be equalized for all TIF districts created after 4/29/99. The original assessed value is used to set a municipality's tax rates.

DRA INVENTORY ADJUSTMENT: The sum of the adjustments of the modified local assessed valuation is divided into three categories.

- Category 1: The total modified local assessed value of land (excluding land in current use, conservation restriction assessment, discretionary easements, and utilities), buildings and manufactured housing is equalized by the 2013 equalization ratio. This category includes discretionary preservation easements, taxation of farm structures and land under farm structures. The difference between the modified local assessed valuation of land, buildings and manufactured housing and the equalized value equals the DRA adjustment for land, buildings, and manufactured housing.
- Category 2: An adjustment for land assessed at current use, conservation restriction assessment, discretionary easements values is made. This adjustment is calculated by dividing the total net local assessed valuation for land in these two categories by the 2012 equalization ratio to obtain the equalized value of current use, conservation restriction assessments and discretionary easements. If a municipality has had a full revaluation or cyclical revaluation as defined by Rev 601.11 and 601.08, a ratio of 100.0 is used.

The difference between the local assessed value of the land and the equalized value equals the DRA adjustment for current use, conservation restriction assessments and discretionary easements.

Category 3: A DRA adjustment for public utilities, as defined by RSA 83-F is made by comparing the market value of the utility as determined by the DRA to the net local assessed value of the utility. The difference between the assessed value and the market value equals the adjustment. The value of public utilities is not added into the "Total Equalized Value Not Including Utility Value or Equalized Railroad Taxes."

EQUALIZED ASSESSED VALUATION: The sum of the "modified local assessed valuation" plus the inventory adjustment. The equalized assessed valuation represents the equalized value of all "taxable" properties in a municipality.

PAYMENT IN LIEU OF TAXES: The equalized value for payments received in lieu of taxes includes State & Federal Forest Land Reimbursements, Recreation Land Reimbursements, Flood Land Reimbursements, and others.

RAILROAD TAX: The equalized value for monies received from the railroad tax. This figure is not included in the "Total Equalized Valuation Not Including Utility Values and Equalized Railroad Taxes."

TOTAL EQUALIZED VALUATIONS INCLUDING UTILITY VALUE AND EQUALIZED RAILROAD TAXES: The sum of the equalized assessed valuation, the equalized value of payments in lieu of taxes and the equalized value of the railroad tax monies.

The Total Equalized Valuation including the value of utilities and equalized value of railroad monies reimbursed to municipalities represents the equalized value of all property in a municipality including utilities and will be used to:

- Apportion county taxes for the 2014 tax year;
- Calculate state reimbursements, and;
- Apportion cooperative school taxes for the 2014 tax year;
- Calculate the state education tax for the 2015 tax year.

TOTAL EQUALIZED VALUATIONS NOT INCLUDING UTILITY VALUE AND EQUALIZED RAILROAD TAXES: The sum of the equalized assessed valuation and the equalized value of payments in lieu of taxes.

The 2013 "total equalized valuation not including utility and equalized value of railroad monies reimbursed to municipalities" will be used to apportion the state education property tax for the tax year 2015. The 2012 total equalized valuation not including utilities and the value of railroad monies reimbursed to municipalities will be used to apportion the state education property tax for the tax year 2014.

ADJUSTMENT RSA 31-A SHARED REVENUES: The equalized value of monies received from the shared revenues distributed pursuant to RSA 31-A. These values are **NOT** part of the "Total Equalized Valuation" of a municipality (*RSA 21-J:3 XIII change eff. 2002*). Meals and Rooms Tax revenues distributed to municipalities pursuant to RSA 78-A:26 are not equalized and, therefore, are not included in this amount. *RSA 31-A has been suspended for the biennium ending 6/10/2013 as provided by 2011, 224:2) Therefore, no monies were equalized.*

BASE VALUATION FOR DEBT LIMITS - RSA 33:4-b: The sum of the equalized assessed valuation plus the equalized valuation of the shared revenues. The base valuation for debt limits is used to determine a municipality's, school district, or village district's bonding capacity. This figure is provided to municipalities, banks, bonding companies, and other interested parties who request a "Base Valuation for Debt Limit Certificate."

TOTAL EQUALIZED VALUATION: The total equalized valuation for each municipality does not include the equalized value of monies received from shared revenues. The base valuation for debt limit, however, does include the equalized value of monies received from shared revenues.

% PROPORTION TO COUNTY TAX: The percentage of proportion to \$1,000 of tax that is to be allocated to each town within the county comparing each municipality's total equalized value to the total equalized value of the county.

% PROPORTION TO STATE TAX: The percentage of proportion to \$1,000 of tax that is to be allocated to each town within the state by comparing the town's total equalized value to the total equalized value of the state.

LOCAL TAX RATE: The actual tax rate as calculated by the Department of Revenue Administration, Municipal and Property Division. The tax rate includes the municipal, county, local school and state education property tax rates.

EQUALIZATION RATIO: The 2013 equalization ratio as determined by a ratio study conducted by the Department of Revenue Administration's equalization staff.

- If a municipality's weighted mean ratio with a 90% confidence level straddles 1.00, a ratio of 1.00 will be used to adjust the municipality's modified local assessed valuation.
- If a municipality's weighted mean ratio with a 90% confidence level does not straddle 1.00, the point estimate of the weighted mean calculated to a tenth of 1% will be used to adjust the municipality's modified local assessed valuation.
- If there were insufficient sales and it is determined that the weighted mean does not accurately reflect the level of assessment in a municipality, another ratio may be used.

FULL VALUE TAX RATE: The 2013 gross local property taxes to be raised as reported by the Department of Revenue Administration, Municipal & Property Division, divided by the total equalized valuation including utility values and equalized railroad taxes. This figure represents the estimated tax rate for a municipality if all the taxable property was assessed at 100% and includes the equalized value of properties for which a payment in lieu of property taxes is made.

APPEAL OF TOTAL EQUALIZED VALUATION

Municipalities were sent their 2013 Notification of Total Equalized Valuations on April 30, 2014.

Per RSA 71-B:5, II, any municipality aggrieved by the total equalized valuation as determined by the DRA must appeal to the Board of Tax and Land Appeals in writing **within 30 days of the town's notification** of the municipality's total equalized valuation.

The appeal period is not extended due to any communication, either verbal or written, between the DRA and a municipality regarding the total equalized valuation.

ASSESSING STANDARDS BOARD – RSA 21-J:14-a

The duties of the Assessing Standards Board (ASB) included:

- Review the procedures of the prior year's ratio studies conducted by the Department of Revenue Administration;
- Establish procedures for improving the ratio studies for the forthcoming property tax year;
- Develop standards for equalization; and
- Review, revise and approve the equalization manual published by the Department of Revenue Administration.

MUNICIPAL & PROPERTY DIVISION MONITORING STAFF

The Municipal & Property Division plays an active role working with towns on their ratio studies. Some of the services they provide include:

- Training municipal officials to data enter the assessment information electronically
- Reviewing the sales information with municipalities prior to the ratio setting process
- Explaining the meaning and significance of the statistics resulting from the ratio study process

“STATEWIDE EDUCATION PROPERTY TAX” WARRANT - RSA 76:8

Each municipality was sent a “statewide enhanced education tax” warrant for the tax year 2014 before December 15, 2013. The new 2013 total equalized valuation figures do not affect the warrant amounts because they were calculated using the 2012 total equalized values without utilities.

DRA WEBSITE - <http://www.nh.gov/revenue> Subcategories: NH Icon, Municipal & Property Division, Equalization, and choose Tax Year

The following items are available on the DRA website:

- Assessment Report - exemptions & tax credits for each municipality
- Blind Exemption Report
- Coefficient of Dispersion (COD) List
- Comparison of Full Value Tax Rates
- Current Use Report
- Debt Limit
- Elderly Exemption Report – Taxes Lost
- Equalization Survey including Utilities
- Equalization Survey not including Utilities
- Equalization Manual
- Median Ratio List
- Price Related Differential (PRD) List
- Property and Exclusion Codes
- Equalization Ratio List (Weighted Mean)
- Tables by County
- Veteran’s Tax Credit Report

The 2013 Equalization Survey and associated reports should be completed and placed on the web by June 15, 2014. We invite you to take the opportunity to browse the website. Please let us know if you have any suggestions for documents you would like put on the website.

THANK YOU

I would like to take this opportunity to thank you for your cooperation with this year’s equalization study and to invite you to make suggestions or express concerns regarding the equalization process. Questions regarding the equalization process in general or how specific numbers were calculated; please feel free to contact this office at 230-5950.

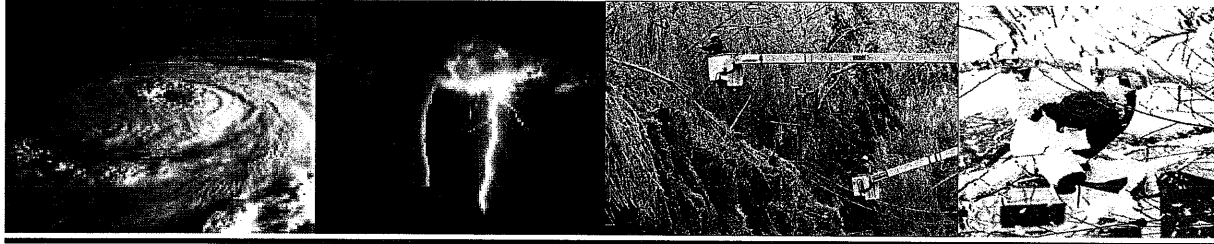


Emergency Response Overview

Town Manager's Office

MAY -1 2014

Received



YOU'RE INVITED!

- WHO:** Seacoast Area Police/Fire/Emergency Management and DPW Officials
- WHAT:** Unitil's Annual Municipal Electric Storm Meeting/Update
- WHEN:** Tuesday, June 3, 2014
- WHERE:** Exeter Inn, 90 Front Street, Exeter NH
- TIME:** 7:30 AM – 9:45 AM. Breakfast to be served promptly at 7:55 AM. (Registration starts at 7:30 AM)
- FEATURING:** Important updates on Unitil's electrical system initiatives and reliability, storm emergency plan, and safety.

RSVP to Ms. Kumiko Shortill, Senior Administrative Assistant via either of the following:

E-mail: shortillk@unitil.com
Phone: 603-773-6474

Looking forward to seeing you!

Cindy L. Carroll
Director, Business Services
Unitil

Richard Francazio
Director, Emergency Management
Unitil



Town Manager's Office

MAY - 1 2014

Received

TNT Electrical Contractor, LLC
371 White Oaks Road
Laconia, NH 03246
603-528-5200 office/fax
603-455-4217 cell
tntelectric@metrocast.net
www.tntelectricalcontractor.com

Dear Russell Dean,

I can sincerely appreciate your time, especially in today's fast paced world. This is actually the reason for my letter. TNT has an impressive portfolio of work accomplished throughout the state. Our favorite type of work is the comradeship of working with the local governments within our NH communities. We take pride in our state, like yourself, and appreciate the work you do to make the gears turn. Likewise, We take pride in our employees and the work that they perform. They work efficiently to help keep "hours down" and production up. We have the highly sought after ability to keep initial cost down, along with the knowledge and technology to reduce your long-term operation cost and increase your overall efficiency.

I look forward to the opportunity to meet you in person Russell. I will be following up with a reference list through the mail for your review. In the meantime, if you would like to contact me, I may be reached directly at (603) 455-4217.

With warm regards,

A handwritten signature in black ink, appearing to read 'Troy Mahoney'.

Troy Mahoney
Manager
TNT Electrical Contractor, LLC.



FEMA

April 18, 2014

Julie Gilman, Chair
Board of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 03833-2737

Re: Updated Coastal Flood Insurance Rate Maps – Announcement for the Rockingham County Meeting on Thursday, May 8, 2014

Dear Ms. Gilman:

We would like to invite you to the Consultation Coordination Officer's (CCO) Meeting on Thursday, May 8, 2014 where we will discuss the updated Preliminary Flood Insurance Rate Map (FIRM) panels and Flood Insurance Study (FIS) for Rockingham County. This meeting is being held to describe the map review process and address your initial questions regarding the flood hazard data that were released on April 9, 2014. The meeting will be conducted by the Federal Emergency Management Agency (FEMA) Region I, the New Hampshire Office of Energy and Planning, and the Earth Systems Research Center at the University of New Hampshire (UNH), a mapping contractor to FEMA.

Please feel free to pass this invitation along to other community officials who would benefit from this meeting. The meeting has been scheduled for:

Thursday, May 8, 2014
6:30 PM to 8:30 PM
Marston Elementary School Gymnasium
4 Marston Way
Hampton, NH 03842

Parking is available at the school.

In the next two weeks, your community's floodplain manager will be notified by FEMA via email about an upcoming webinar that will provide more details about the CCO Meeting. The webinar will be hosted by FEMA, and is intended to provide you with an overview of the CCO Meeting agenda, including what FEMA will be presenting to you and what we hope to learn from you during the meeting.

At the subsequent CCO Meeting, we will discuss how the Preliminary Strafford County FIRMs and FIS report were developed, and the process of reviewing and changing data where appropriate. The meeting is particularly relevant to planning staff, zoning administrators, building inspector/code enforcement officers, as well as your flood hazard administrative officer.

Town Manager's Office

APR 25 2014

Received

Subsequent to the CCO Meeting, we will initiate a statutory 90-day comment and appeal period. Your community should review the FIRM and FIS in detail, and identify any changes with labeling (i.e., road names) as well as any areas where they may have questions regarding the flood data. Changes in the Base Flood Elevations (BFE) or the extent of the Special Flood Hazard Area (SFHA) are subject to formal appeal. Your community will receive a letter approximately two weeks before the start of the 90-day appeal period, which will detail the appeal process. The letter will contain information regarding the notification to be published in local newspapers and will provide the first and second publication dates. The appeal period will start on the second publication date. Additional instructions concerning the 90-day appeal period will be provided during the CCO Meeting. During the appeal period, community officials and/or other interested parties may submit scientific or technical information that would serve to refute the proposed or proposed modified information on the FIRM.

We encourage you to review the text in the FIS report as it pertains to your community and welcome your suggestions for updating or revising the text. If possible, please become familiar with the Preliminary FIRMs as well as the FIS report prior to the meeting so that we may discuss your comments and questions. Community comments are an important part of our mapping process and will be carefully considered before the Strafford County FIRMs and FIS report are published in final form.

All comments and appeals received through the end of the 90-day appeal period will be considered and incorporated as appropriate. Following the resolution of all comments and appeals, FEMA will issue a Letter of Final Determination (LFD). When FEMA issues the LFD, the community must adopt the new FIRM panels and FIS within 6 months in order to remain in good standing with the National Flood Insurance Program (NFIP).

The State coordinating office will be working closely with your community during the compliance phase to ensure that the local floodplain management ordinance is brought up to current standards. Your community should coordinate with Jennifer Gilbert, State NFIP Coordinator with NH Office of Energy and Planning, regarding flood hazard area regulations and the process to update the municipality's ordinance/bylaws. Jennifer can be reached by email at jennifer.gilbert@nh.gov or by telephone at (603) 271-2155. Also available to answer questions is John Grace, FEMA Coastal Engineer, available by email at john.grace@fema.dhs.gov or by telephone at (617) 832-4715.

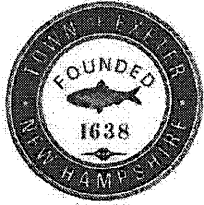
Please RSVP and send any questions or requests for additional information to Fay Rubin, UNH Project Manager, by email at fay.rubin@unh.edu or by telephone at (603) 862-4240. We appreciate your cooperation in this matter and look forward to meeting with you.

Sincerely,



Richard Verville, Chief
Hazard Mitigation Assistance Branch
FEMA Region I

cc: Doug Eastman, Building Inspector, Town of Exeter
Russell Dean, Town Manager, Town of Exeter
Sylvia von Aulock, Town Planner, Town of Exeter
John Grace, CFM, Coastal Engineer, FEMA Region I
Jennifer Gilbert, CFM, State NFIP Coordinator, NH Office of Energy and Planning
Alex Sirotek, Regional Service Center, STARR Region I
Fay Rubin, Project Manager, University of New Hampshire



EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-4540 • (603) 773-6157 • FAX (603) 772-1355

www.exeternh.gov

April 30, 2014

Ms. Joy Hilton
Water Technical Unit
USEPA, OES4-3
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Re: Quarterly Progress Report for the first quarter of 2014, January 1, 2014 to March 31, 2014, per Administrative Order Docket # 010-024, Town of Exeter.

Dear Ms. Hilton:

This report is being made as required by the Administrative Order, page 11, IV. Order, item 13, Quarterly Reports and Work Projections, and is for the calendar quarter ending March 31, 2014. This report details efforts taken to reduce, and ultimately prevent, Combined Sewer Overflow (CSOs) and Sanitary Sewer Overflows (SSOs) in the Town of Exeter.

Combined Sewer Overflow (CSOs) and Sanitary Sewer Overflows (SSOs) this quarter:

On Sunday, March 30th, there were two wet weather CSO discharges:

- Spring Street CSO of 1,660,000 gallons from 7:18 a.m. to 4:48 p.m. in duration. The total measured precipitation (from Flow Assessment automated bailer located at Water Street lift station) was 1.87" not including significant snow melt.
- Water Street CSO of 190,000 gallons from 6:35 a.m. to 11:40 a.m. in duration.

On Monday, March 31st, there were two wet weather CSO discharges:

- Spring Street CSO of 1,932,770 gallons from 8:35 a.m. to 8:50 p.m. in duration. The total measured precipitation was 1.05" not including significant snow melt.
- Water Street CSO of 76,410 gallons from 2:10 p.m. to 4:15 p.m. in duration.

Per the new NPDES permit (effective March 1, 2013) sampling was done at Clemson Pond CSO inlet and the pond outlet (NHDES Shellfish sampling stations SQMPS009 and SQMP010). Namely, first day: e. coli,

enterococci, fecal coliform, salinity and temperature. Second two of three days: enterococci, fecal coliform, salinity and temperature. This sampling was done twice per day for three days following each CSO events (e.g., last sampling was April 2nd). Chris Nash of NHDES Shellfish was consulted as to optimal sampling times-sampling at low and high tides, or as close as possible, was requested by NHDES.

There were no SSOs during this quarter despite the large wet weather precipitation events that caused the two days of CSOs this quarter. The Town's previous and current CMOM and CIP (capital improvement projects) activities have proven effective. The CMOM activities and CIP that have transpired since the last large wet weather events include such tasks as regular cleaning of the Squamscott River siphons and Linden Street cross-country ROW sewer cleaning. CIP projects such as the SWTP (surface water treatment plant) waste reduction project reduced sanitary sewer inflow. The SWTP water SCADA inter-lock with sewer SCADA automatically disengages waste pumping from the SWTP waste pump station to the Webster Avenue lift station. This reduces the hydraulic load on the two river siphons. The Jady Hill project has replaced infiltrating private sewer services and removed building sump pumps from the sanitary sewer to a new relief drain system. The Court Street lift station that serves the Linden Street sewers has had the most worn of three (3) pumps rebuilt and a rebuilds of the remaining two either in progress or planned for increased capacity. The continuing Portsmouth Avenue Rehabilitation project is replacing the failing old Town VCP main sewer and private poor sewer services, all sources of infiltration.

The following Planning and Operation & Maintenance activities were undertaken during this first quarter, 2014, reporting period:

- **Five Year Cycle of Sewer Cleaning and CCTV Inspections to date ending this Quarter:** During this first quarter there was not any further work on lines not previously cleaned/inspected within the last 5 year cycle as the W&S street crew was primarily occupied with water distribution maintenance, annual flushing and SRF funded water meter upgrade project as well as snow plowing demands. The High Street area of Town requires the immediate replacement of +/- sixty (60) water service saddle taps and the installation of three (3) fire hydrants prior to a CIP paving project. During the third or fourth quarter of 2014, jetting/inspection will resume to maintain the average annual work of 9.4 miles annually (or 20% annual average) to meet the goal 5 year cycle of cleaning/inspection of the entire collection system.
- **Linden Street SSO Investigations and Cross-Country Cleaning:** *The Exeter River Cooperative Manufactured Mobile Home Park (MHP)*, a private collection system, has retained Jones & Beach Engineering to design lift station upgrades. The Jones and Beach liaison with the Town is Chris Albert who has informed the Town that he is preparing a RFP (Request for Proposals) with specifications and bid package for a generator manual transfer switch to be installed at each lift station and one portable generator that can be transported from station to station. A cellular

SCADA and alarm system is planned as well with the Town receiving an alarm call following automatic calls first to park maintenance staff and *Triple AAA Pump, Inc.*, the cooperative's sewage lift station service vendor.

The *Icey Hill Manufactured Mobile Home Park (MHP)*, a private collection system consisting of fifteen (15) units, in the same area of Linden Street, has applied to the Community Development Finance Authority and the NH Community Loan Fund, for grants to upgrade their single sewage lift station with a stand-by generator and cellular based alarm system. The engineering consulting is CMA Engineers, Inc.

- **Regularly Scheduled Repeat Quarterly "High Maintenance" Cleaning (jetting) Activities:** This first quarter the Town was delayed in cleaning (jetting) of the Town's known 5,905 linear feet (LF) "high maintenance" areas (street list on file with EPA). The W/S street crew was very involved in supporting the Portsmouth Avenue project and had several large main breaks as well as above average demands to assist the Town Highway Department with snow plowing and road treatment. However, all these areas flowed without an SSO occurrence this quarter. In the next quarter the High Maintenance area cleaning, as well as the semiannual larger pump station wet wells, grit removal system and lagoon #1 main inlet, will receive their cleanings and inspection.
- **Sewer User Ordinance (SUO) Enforcement and Private Sewer CMOM:** The Phillips Exeter Academy removed sump pumps, roof leaders and two storm catch basins from the Town sanitary sewer at the Langdon Merrill Dining Hall located on Spring Street (aerial photo/schematic attached). This is a complex of three commonly connected large buildings. This separation work is a significant reduction in private infiltration and inflow (I&I).
- **Improvements in Sewer Mapping Updates and "as built" Digitizing:** The Town plans to make further progress in updating its collection system mapping and geographical information systems (GIS) with the help of an intern and one seasonal summer employee.
- **Capital Improvement Projects, Measures and Programs Implemented or Planned by the Town and/or Private Collection systems in 2014 to Resolve CMOM Deficiencies:**
- **Portsmouth Avenue Water/Sewer Project:** This project resumed on April 7, 2014, with the return of J. A. Polito & Sons as the general contractor. The project commenced on November 1, 2013 and ceased for the season on December 6, 2013. The \$1,117,575.50 contract with J.A. Polito includes \$937,575 for sewer improvement and replacement of up to 2,800 linear feet (LF) of vitrified clay

pipe main sewer with new SDR 35 pipe. There will be +/- thirty five sewer services replaced (or approximately 1,350 LF of 6" PVC SDR 35 pipe). A previously unknown large source of infiltration was found at *Rogan's Restaurant* and will be mitigated by a new service. Most of the service camera inspections have been completed. Substantial completion of this project expected by June, 2014. The completion of this project will reduce the probability of SSOs (occurring on the Portsmouth Avenue Town sewer) and CSOs due to a reduction in infiltration and inflow (I&I).

- **Sewer Collection Capital Improvement-Jady Hill Utilities Project, Phase II:** The *Jady Hill Utilities Project*, Phase II, was completed following an outfall easement for the newly constructed relief drains. In this quarter an I&I study is currently underway by Wright-Pierce Engineering to evaluate the effectiveness of the sewage collection system component of the Jady Hill Utilities Improvement Project completed last year.

- **Sewer Collection Capital Improvement- Lift Station Generators:** An RFP will be advertised for the purchase and installation of a back-up generator for the *Folsom Acres* sewage lift station (two of 5.0 horse power pumps, single phase pumps). This is the last Town lift station requiring a stand-by generator.

- **Surface Water Treatment Plant Reduction in Peak and Total Sewage Flows:** The Town has completed the construction of the *Surface Water Treatment Plant (SWTP) Waste Reduction Project* (DES SRF Project# 0801010-04). PRB Construction, Inc. was the general contractor. A new *Dakota Pump* package pump station was installed and the new package pumping system will reduce previous peak flow rates of 1,100 gallons per minute (gpm) to 380 gpm. This drinking water recycling project, though a water conservation effort, reduces inflow to the sewage collection system by 50% of the current volume produced from clarifier flushes and filter back washes. In addition a new sewer-to-water SCADA (Systems Control and Data Acquisition) interlock control automatically puts the SWTP in to a storage or no-flow. **This \$255,720 project significantly reduces the probability of SSOs and CSOs during large weather events, especially for the Duck Point area at the bottom of Jady Hill Avenue and Chestnut Street which previously had a history of SSOs.**

- **Continued Infiltration & Inflow Investigations:** A contract was signed with *Underwood Engineers* to further look for sources of I&I, especially in the south-west section of the collection system that flows through the Spring Street CSO structure. Previously Underwood Engineering had calculated that approximately sixteen (16) acres of impervious area drains to the sanitary sewer within minutes of a sudden large precipitation event. In the approximate center of this area is the *Phillips Exeter Academy* (PEA). PEA has already removed three (3) campus storm water catch basins and sump pumps/roof leaders from the large Langdon Merrill Dining Hall and dormitory (August, 2013) after Town smoke testing discovered them to be connected to the sanitary sewer in 2012. A meeting is scheduled for April 9th with PEA's engineering department, their engineering consultant-

Altus Engineering, Underwood Engineering and Town W/S staff. From previous informal discussions it is anticipated that Town smoke testing on the campus will be allowed from June 9th to the 21st with house-by-house inspections for sump pumps. Also, from August 11 to September 21, Underwood Engineering and their subcontractor, *Flow Assessment, Inc.*, will do dye testing of the school's roof leaders. An April 15th Underwood Engineering and Town W/S staff will do a full interior sewer manhole (SMH) inspection on the 2.18 mile long 15 inch cross-country sewer interceptor between Phinney Lane and Gilman Lane.

- **Sewer Manhole Repairs to mitigate Repeat SSOs on Industrial Drive:** There have been a series of repeat SSOs on Industrial Drive with the cause known to be two (2) SMHs with poor inverts or entrances as reported in the fourth quarter, 2013. SMH #744A and SMH #745 will be modified. Pictures and GIS drawing are attached. The upper SMHs where the SSOs occurred are in good shape and require no work. The main problem is the invert of SMH #745 which need to be widened and the sharp angles smoothed to curves. This work will be done in the second quarter as a priority despite the High Street water saddle tap replacement project time table.

- **Replacement of the existing jet/vactor sewer cleaning truck:** The new *Vactor 2100* truck arrived on March 24, 2014, at a purchase cost of \$369,000. This new CMOM maintenance machine will be much more reliable and allow the Town to better meet the AO and new NPDES permit CMOM requirements.

Please contact me with any questions or comments you may have concerning this quarterly progress report.

Sincerely,

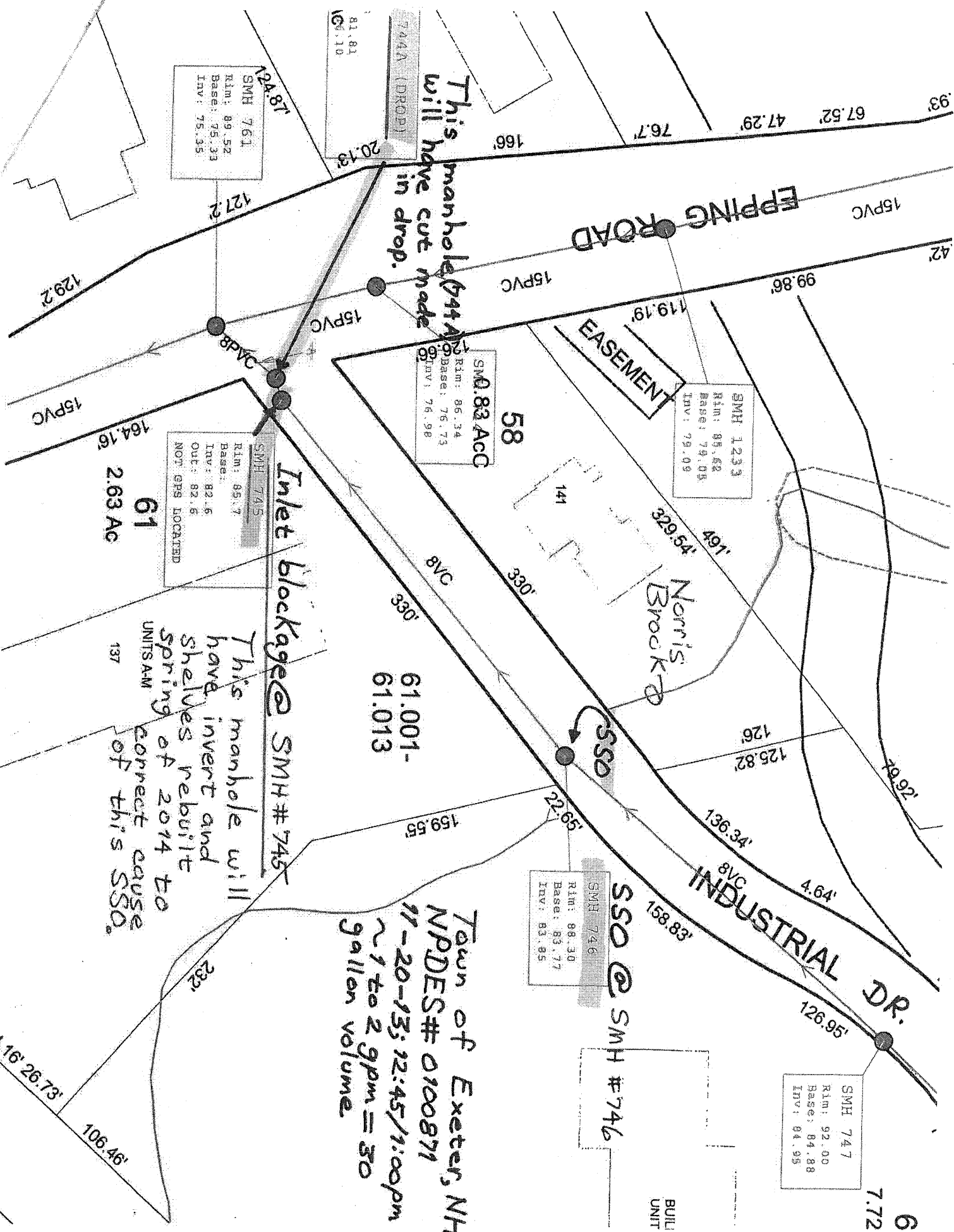


Michael Jeffers, Water & Sewer Managing Engineer

Town of Exeter

Cc: Russ Dean, Town Manager
Jennifer Perry, Public Works Director
Paul Vlasich, PE, Town Engineer
Tracy Wood, NHDES-WWEB

Enc.



This manhole (744A) will have cut made in drop.

SMH 0.83 Acc
 Rim: 86.34
 Base: 76.73
 Inv: 76.98

SMH 1233
 Rim: 85.82
 Base: 79.05
 Inv: 79.09

SMH 745
 Rim: 85.17
 Base:
 Inv: 82.6
 Out: 82.6
 NOT GPS LOCATED

SMH 746
 Rim: 88.30
 Base: 83.77
 Inv: 83.85

SMH 747
 Rim: 92.00
 Base: 84.88
 Inv: 84.95

This manhole will have invert and shelves rebuilt Spring of 2014 to correct cause of this SSO.

Town of Exeter, NH
 NPDES # 0100871
 11-20-13; 12:45/1:00pm
 ~1 to 2 gpm = 30
 gallon volume

Inlet blockage @ SMH # 745

SSO @ SMH # 746

61
 2.63 Ac

6
 7.72

116' 26.73'
 106.46'

137

61.001-
 61.013

BULL UNIT



745

SMH # 745 on Industrial Drive; Exeter, NH. This SMH has caused SSOs upstream @ SMH # 746. This SMH to have new widened invert and sharp angles smoothed in May or June, 2014.
mf

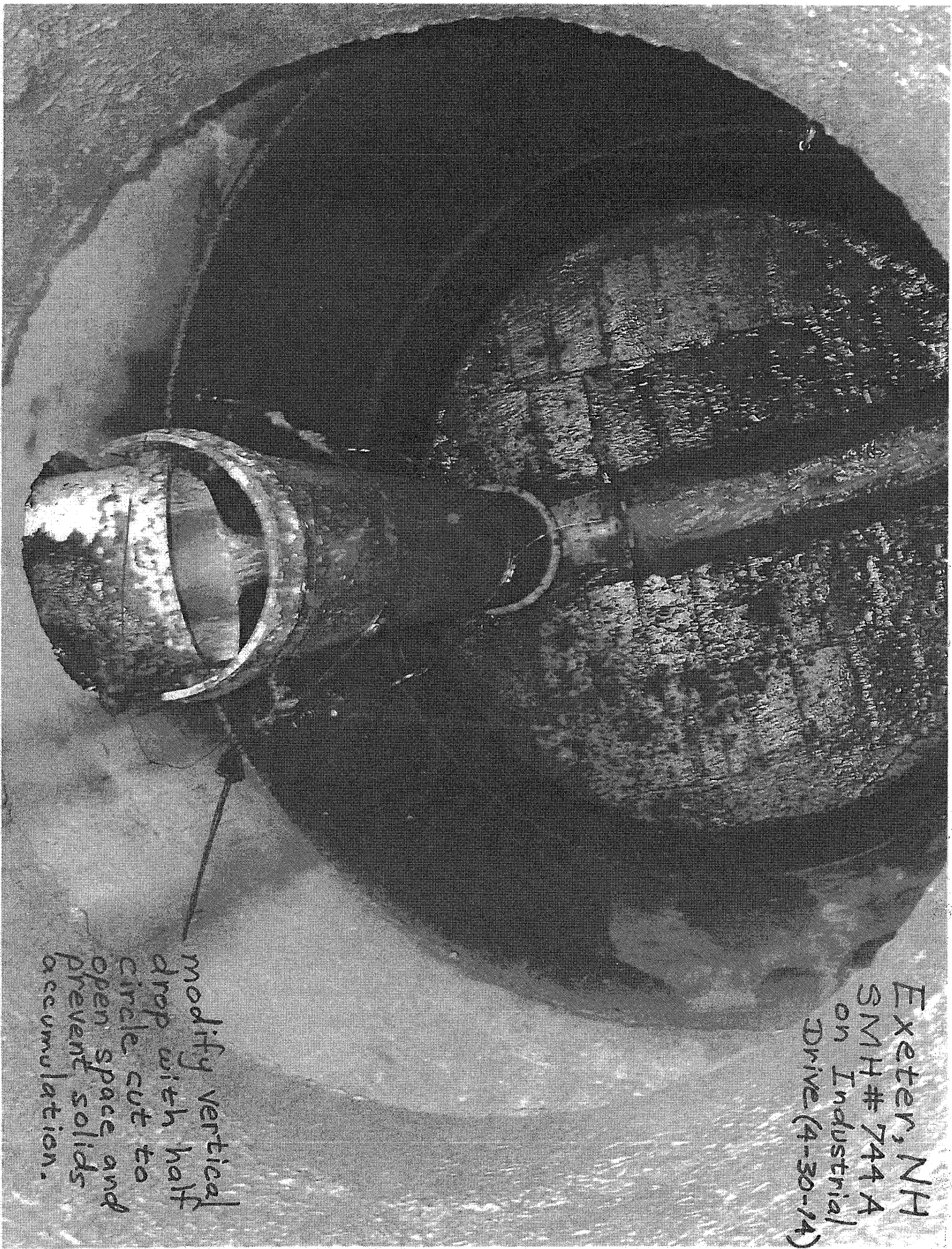
Town of Exeter, NH
SMH #745 (4-30-14)
Smooth angles and widen inverts, modify 2" white force main.
m

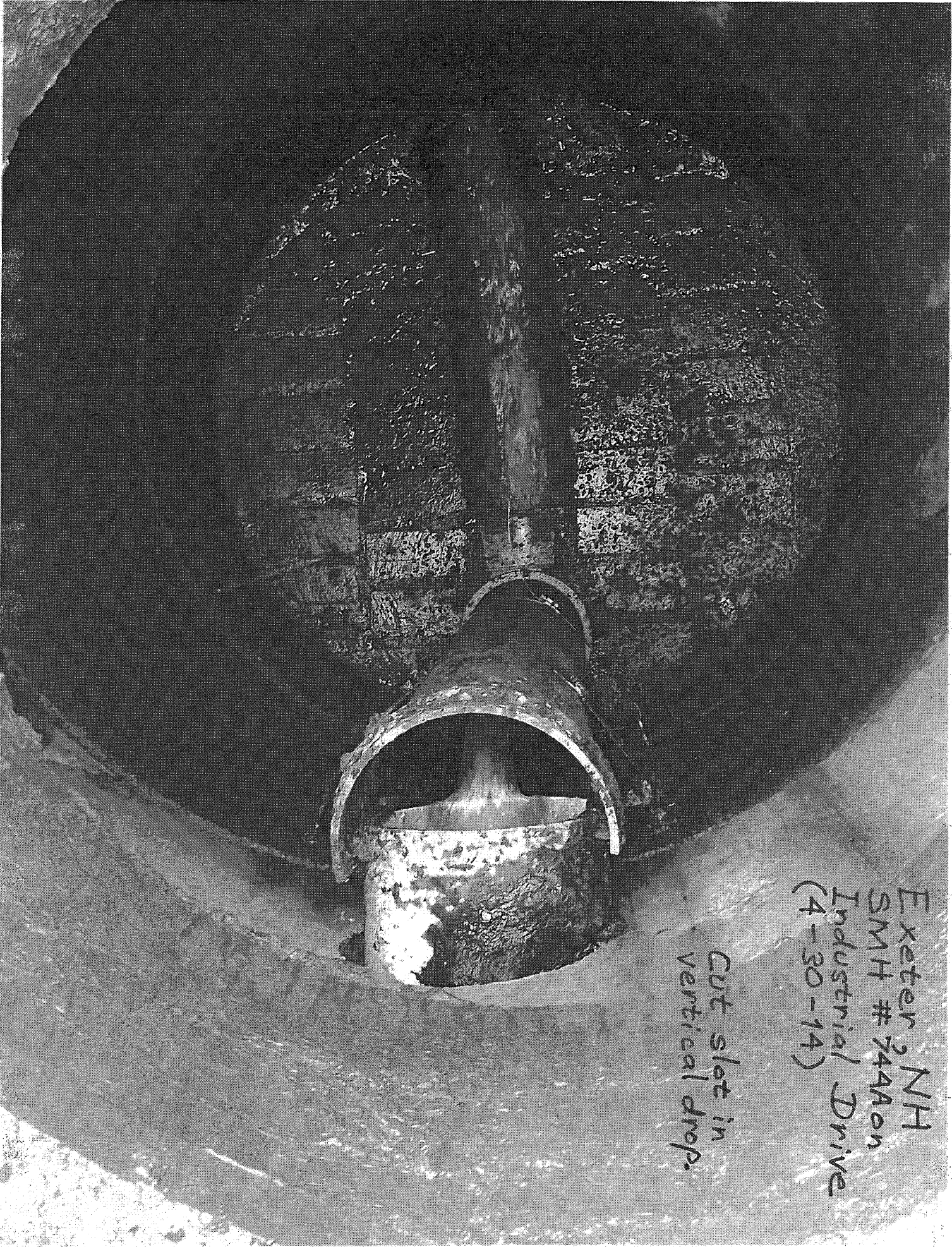


Flow →

Exeter, NH
SMH# 744A
on Industrial
Drive (4-30-14)

modify vertical
drop with half
circle cut to
open space and
prevent solids
accumulation.





Exeter, NH
SMH # 244A0n
Industrial Drive
(4-30-14)

Cut slot in
vertical drop.

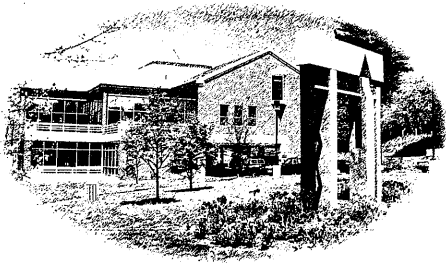
SMH# 746
in good
condition, no
work
required.

SMH# 746
Exeter, NH
(4-30-14)
SSOs here
due to down
stream # 745

Previous SSO here
not due to condition
of manhole but large
grease from in-ground
interceptor located
at the "Rinks of
Exeter". Correction
made last year
No work is
for this SMH
which is in
good
condition.
m j

Exeter, NH
SMH # 747
Industrial Drive
(4-30-14)





Exeter Public Library

4 Chestnut Street
Exeter NH 03833-1831

April 9, 2014

Dear Friend,

We would like to invite you to become a member of the Exeter Public Library building renovation / re-purposing committee. Exeter residents use the library differently now than they did in 1987 and we need to accommodate their requirements.

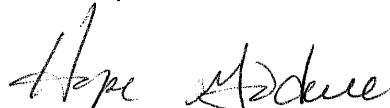
We value your suggestions as to how to accomplish our goal.

We will meet in the art room on Tuesdays May 13, June 10 and June 24 at 6:15PM for meet and greet, begin the meetings at 6:30PM and end promptly at 7:30PM.

In July we will plan a meeting for all Exeter residents to attend.

Please RSVP dewey@exeterpl.org or Hope Godino 772-3101 by May 2.

Sincerely


Hope Godino

Town Manager's Office

APR 09 2014

Received



Town of Exeter
Boards, Commissions & Committees
Appointment Application

Committee Selection:

1st Choice: River Study Committee 2nd Choice: _____

Name: Frank Ferraro

Address: 3 Greenleaf Drive, Exeter

Email: fferraro2010@gmail.com

Phone: _____ Cell: 603-957-8051

Please describe your interest in serving on this committee.

I have been very interested in the work of the Committee and believe that it's work is important to the development of the community.

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*)


Three years as selectman and selectmen's rep on W&S Advisory Committee and Planning Board. In addition, I spent my 40+yr working career in the environmental field.

Are you aware of any conflicts that could arise affecting your service on this committee?
No Conflicts

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:  Date: 4/28/2014

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

APR 28 2014

Received



April 17, 2014

Board of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 03833

Re: Changes to MultiLatino Services

Dear Chairman and Members of the Board:

As part of our ongoing effort to keep you up to date on our service offering, I'm writing to inform you of upcoming changes to our MultiLatino services starting on May 20, 2014. The changes include a rebranding of our MultiLatino service to Latino.

On May 20, 2014, the following MultiLatino services will change as noted:

- MultiLatino Max XF Double Play will be renamed XFINITY 2450 Latino. Due to increased business costs the SurePrice will change to \$109.99 for customers subscribing to a 12 month promotional offer with SurePrice on or after May 20, 2014.
- MultiLatino Max Paquette Triple Play will be renamed XFINITY 3450 Latino. Due to increased business costs the SurePrice will change to \$134.99 for customers subscribing to a 12 month promotional offer with SurePrice on or after May 20, 2014.
- MultiLatino will be renamed Latino.
- MultiLatino Plus will be renamed XFINITY TV 150 Latino.
- MultiLatino Extra will be renamed XFINITY TV 200 Latino.
- MultiLatino Max will be renamed XFINITY TV 450 Latino.

The following MultiLatino packages will no longer be available for new subscriptions effective May 20, 2014. Customers who currently subscribe to these packages will continue to receive the package until they make a change to their account or they receive further notice from Comcast.

- MultiLatino Ultra, MultiLatino Ultra XF Double Play, MultiLatino Plus Bundle XF, MultiLatino Extra Bundle XF, MultiLatino Ultra Paquette Triple Play, MultiLatino Ultra HD Paquette Triple Play, MultiLatino Ultra HD Plus Paquette Triple Play and MultiLatino Total HD Paquette Triple Play.

In addition, the following channels will be added to MultiLatino Max/XFINITY TV 450 Latino on May 20, 2014:

- ABC Family/ABC Family HD; BBC America/BBC America HD; Bravo/Bravo HD; CNBC/CNBC HD; CNN Headline News/CNN Headline News HD; Comcast SportsNet NE/Comcast SportsNet NE HD; ESPN/ESPN HD; ESPN2/ESPN2 HD; Esquire/Esquire HD; Fox Business Network/Fox Business Network HD; Fox Sports 1/Fox Sports 1 HD; FX/ FX HD; FXX /FXX HD; Golf/Golf HD; GSN; HGTV/HGTV HD; Home Shopping 2; INSP; LMN/LMN HD; MoviePlex; MSNBC /MSNBC HD; MTV/MTV HD; NBC Sports/NBC Sports HD; NESN/NESN HD; Nickelodeon/Nickelodeon HD; OWN; Palladia; Spike TV/Spike TV HD; PBS Kids Sprout; SYFY/SYFY HD; TBS/TBS HD; Turner Classic Movies/Turner Classic Movies HD; Word Network; TLC/TLC HD; TNT/TNT HD; Travel Channel/Travel Channel HD; TV One/TV One HD; University HD; Velocity HD; VH1/VH1 HD; WeTV/WeTV HD.

Customers can visit <http://es.comcast.com/Customers/Clu/ChannelLineup.ashx> for a full list of available channels.

Lastly, we will be launching the following new Latino packages on May 20, 2014:

- **XFINITY TV 300 Latino** will be available for \$49.95 per month and includes Digital Economy, additional digital channels and Latino for the primary outlet.
- **XFINITY 2150 Latino** will be available for \$57.90 and includes XFINITY TV 150 Latino for the primary outlet and Economy Plus Internet.
- **XFINITY 2300 Latino** will be available for \$103.90 per month and includes TV 300 Latino for the primary outlet and Performance Internet. Second year SurePrice will be \$99.99 per month.
- **XFINITY 2600 Latino** will be available for \$159.80 per month and includes Digital Starter, Digital Preferred and Latino tier for the primary outlet plus Performance Internet. Second year SurePrice will be \$119.99 per month.
- **XFINITY 3150 Latino** will be available for \$97.85 and includes TV 150 Latino for the primary outlet, Economy Internet and Voice Unlimited™.
- **XFINITY 3300 Latino** will be available for \$134.95 per month and includes TV 300 Latino for the primary outlet, Performance Internet and Voice Unlimited™ plus Carefree 300 Minutes with choice of Mexico 300 or Latin America 300. Second year SurePrice will be \$124.99 per month.
- **XFINITY 3600 Latino** will be available for \$160.49 per month and includes Digital Starter, Digital Preferred and Latino tier for the primary outlet, Performance Internet, Voice Unlimited™, and Carefree 300 Minutes with choice of Mexico 300 or Latin America 300. Second year SurePrice will be \$144.99 per month.
- **XFINITY 3650 Latino** will be available for \$170.49 per month and includes Digital Starter, Digital Preferred, Latino tier and Starz® for the primary outlet, HD Technology Fee, Performance Internet and Voice Unlimited™, and Carefree 300 Minutes with choice of Mexico 300 or Latin America 300. Second year SurePrice will be \$154.99 per month.

SurePrice is only available for 12 months to customers subscribing to certain Double Play and Triple Play packages after a 12 month promotional package.

We are excited to bring more choices to our customers. If you have any questions about any of these changes, please feel free to contact me at 603.334.3603.

Sincerely,

Jay Somers

Jay Somers, Sr. Manager
Government & Regulatory Affairs



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

Google 360 Downtown Exeter NH Virtual Area Guide Proposal

Eric at VisitingNewEngland.com <feedback@visitingnewengland.com>
Reply-To: "Eric at VisitingNewEngland.com" <feedback@visitingnewengland.com>
To: "rdean@exeternh.gov" <rdean@exeternh.gov>

Fri, May 2, 2014 at 10:58 AM

Dear Russell,

My name is Eric Hurwitz. I work with the **Google Maps - Street & Business View** team bringing the popular 360 degree "Street View" technology inside local businesses, museums, venues, attractions, parks, and trails.

My role in this project is to connect and work with local business, trade, and tourism associations to offer an **affiliation partner** opportunity in this endeavor. We are targeting **Downtown Exeter** as a possible project of ours this Spring and Summer, which is why I'm reaching out to you today.

This project involves bringing our team of Google Street & Business View photographers into your area on specific days periodically to capture high-resolution 360 degree panoramic images of hotels, restaurants, shops, sites, parks, and attractions in a planned sequential process and get those published into Google Maps as a series of "Google 360 Virtual Tours". These Google Virtual Tours are then assembled into a **Google 360 Virtual Area Guide** specific to your association and made public for the entire world to see.

There is **no cost or risk** to your association to be part of this project. There is a small fee charged for businesses that wish to participate, but they benefit tremendously by having a 360 degree "Street View" virtual tour of the inside of their facility placed inside Google Maps and in your Google Virtual Area Guide. They can also take a copy of their specific virtual tour off Google Maps and embed it into their own website and Facebook page.

The best thing now is for you to look at some of our projects currently underway:

- Downtown St Petersburg
- Central PA Convention & Visitor Bureau
- Buffalo Niagara Partnership
- Rochester Business Alliance

If you find this of interest please reply right away and we can schedule a phone conference to discuss details and answer your questions.

Sincerely,
Eric J. Hurwitz
Editor and Publisher
Tel. (508) 641-3564
VisitingNewEngland.com
The Thrifty New England Traveler

VisitingCooperstown.com

We are a proud Google Business View Affiliate

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Google+

Pinterest