

**Exeter Board of Selectmen Meeting
Monday, April 20th, 2015, 6:50 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Board Interviews – Planning Board
3. Bid Openings/Awards
4. Public Comment
5. Minutes & Proclamations
 - a. Proclamations/Recognitions
 - b. Special Meetings: April 11th, 2015
6. Appointments
7. Discussion/Action Items
 - a. New Business
 - i. CAPE Project Update – Paul Kirshen, UNH
 - ii. Great Dam Remembrance Committee Report
 - iii. GSGT Easement Relocation
 - iv. Stratham Water Sharing Agreement
 - v. Inflow/Infiltration Policy
 - vi. Linden Commons Encroachment Agreement
 - b. Old Business-
 - i. Committee Appointments
8. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report
 - d. Selectmen’s Committee Reports
 - e. Correspondence
9. Review Board Calendar
10. Non Public Session
11. Adjournment

Julie Gilman, Chairwoman
Exeter Selectboard

Posted: 04/17/15 Town Office, Town Website

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

AGENDA SUBJECT TO CHANGE



4/2017
12/13

Town of Exeter Boards, Commissions & Committees Appointment Application

Committee Selection:

1st Choice: Planning Board 2nd Choice: _____

Name: John Hauschildt

Address: 11 Parker Street, Exeter, NH 03833

Email: JohnHauschildt@outlook.com

Phone: 603-686-8090 Cell: 603-738-0300

Please describe your interest in serving on this committee.

I wish to expand my contributions back to this most excellent Town through volunteering my time on the Planning Board.

I have benefited greatly from serving on the Zoning Board of Adjustment, and hope the Town has mutually benefited. I have attached a cover letter with a brief background in relevant experience.

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

I am currently serving on the Zoning Board of Adjustment and have done so for six and a half years. State regs (Title LXIV, CH 673, SCT 7) allow for one member to serve on both the Zoning and Planning Boards.

I believe both boards would benefit from having such a member, more so the Zoning Board so that its members can be apprised of the reasoning that led to the zoning ordinances used to render a decision.

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

None that I am aware of. Policy dictates that I move to an Alternate position on the ZBA this coming spring, and I'm happy to delay a PB appointment until or after than, if deemed prudent by the Town.

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: October 2, 2014

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

Town Manager's Office

OCT 02 2014

Received

John Hauschildt
11 Parker Street, Exeter, NH 03833
603-686-8090 | JohnHauschildt@outlook.com

October 2, 2014

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

Dear Mr. Dean,

I am writing to express my interest in serving Exeter as a volunteer member of the Planning Board. I believe strongly in the need to serve locally and consider municipal and community volunteerism mutually beneficial to both parties. I am particularly interested in the Planning Board because of my past experience with matters involving real estate, its legal matters, planning issues, and feasibility as they pertain to all parties involved.

I currently serve on the Exeter Zoning Board of Adjustment, and believe that someone who serves on both the Zoning and Planning Boards will be an asset to each, fostering experiential communication between these related boards and clarifying issues that would otherwise create unnecessary delay for the citizens these boards serve. Title LXIV, Chapter 673, Section 7 allows for towns to have a Planning Board Member who also serves on the Zoning Board:

673:7 Planning Board Members Serving on Other Local Boards. –

1. In the case of towns, any 2 appointed or elected members of the planning board may also serve together on any other municipal board or commission, except that no more than one member of the planning board shall serve on the conservation commission, the local governing body, or a local land use board as defined in RSA 672:7. (Emphasis mine)

In brief, my volunteer board experience includes serving on the Exeter Zoning Board of Adjustment since the spring of 2008 as an alternate, a member, Chairman (2011-2013), and Vice Chairman (2013-2015); the Exeter ZORC committee; the Compliance Committee for the Board of Registration of Real Estate Appraisers in Massachusetts; the Harbor Arts Board in Portsmouth; the Portsmouth Jazz Night board; and various committees for the Appraisal Institute, the Massachusetts Board of Real Estate Appraisers, and Realtor boards in Massachusetts and Rhode Island.

I was on the teaching staff and/or wrote and taught classes on complex real estate matters at Northeastern University, Boston College, Boston University, North Shore Community College, and Quinsigamond Community College. I founded Appraisal University in 2009 and have created dozens of law- and real estate-related courses taught to thousands of real estate appraisers, assessors, agents, and

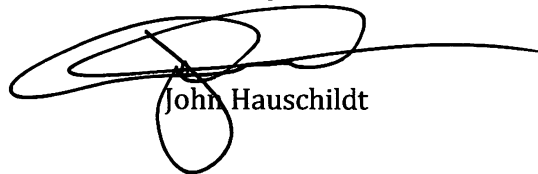
consultants nationwide.

I am qualified as an expert witness in complex real estate matters with the US District Court, the US Bankruptcy Court, the Massachusetts Supreme Court, and numerous Superior and Civil courts. My past work experience includes innumerable complex real estate feasibility studies, valuations, impact analyses, and litigation support. Projects I led ranged from non-standard residential developments to projects fiercely contested in the public domain, such as the old Boston Police Headquarters disposition and the reuse of the historic Beacon Hill Fire Station, to fraud cases on a dozen golf course properties on Cape Cod for the Department of Housing and Urban Development.

I currently run a number of technology consulting and development businesses with offices in Portsmouth. Outside of my home here in Exeter, and a leasehold interest in several units at the Major Blake Hotel in Exeter, I have no financial interest in any real estate in New Hampshire.

I appreciate your consideration and look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right. The signature is positioned above the printed name "John Hauschildt".

John Hauschildt

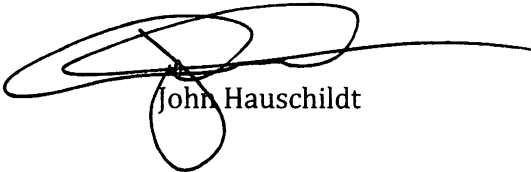
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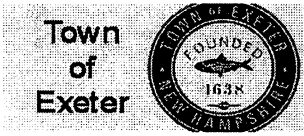
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I appreciate your consideration and look forward to hearing from you.

Sincerely,



John Hauschildt



Russ Dean <rdean@exeternh.gov>

Exeter ZBA Applicant for Planning Board

Laura Spector-Morgan <laura@mitchellmunigroup.com>

Fri, Oct 3, 2014 at 9:31 AM

To: Russ Dean <rdean@exeternh.gov>

Cc: Walter Mitchell <walter@mitchellmunigroup.com>, Steven Whitley <steven@mitchellmunigroup.com>

Hi Russ. RSA 673:7 allows there to be one planning board member on the ZBA; therefore, as long as no other members of the ZBA serve on the planning board, such an appointment would be legal.

The only issue for the BOS to consider is this: aggrieved parties may take appeals from planning board decisions which involve the interpretation of the zoning ordinance to the ZBA. In any such appeal, John would need to recuse himself from sitting on the appeal in his capacity as a ZBA member if he also participated in the planning board decision being appealed.

Please let me know if you have any other questions or concerns. Thanks.

Laura

Laura Spector-Morgan, Esquire

Mitchell Municipal Group, P.A.

25 Beacon Street East

Laconia, NH 03246

(603) 524-3885

fax (603) 524-0745

From: Russ Dean [mailto:rdean@exeternh.gov]

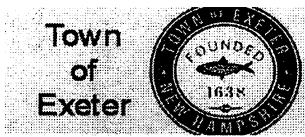
Sent: Friday, October 03, 2014 9:25 AM

To: Laura Spector

Cc: Walter Mitchell; Steven Whitley

Subject: Exeter ZBA Applicant for Planning Board

[Quoted text hidden]



Russ Dean <rdean@exeternh.gov>

Exeter ZBA Applicant for Planning Board

Walter Mitchell <walter@mitchellmunigroup.com>

Fri, Oct 3, 2014 at 10:03 AM

To: Laura Spector-Morgan <laura@mitchellmunigroup.com>, Russ Dean <rdean@exeternh.gov>

Cc: Steven Whitley <steven@mitchellmunigroup.com>

Russ – I agree with Laura, but let me add that even if an appeal from the PB decision to the ZBA is one in which the particular member did not participate at the PB, you can expect the not frivolous argument that the member is recused from sitting on this ZBA case merely because of his position with the PB. And a court might agree – who needs to waste time and money litigating that?

Therefore, I suggest that if the BOS still wants to appoint this individual to the ZBA, that it be clearly explained to him first that he needs to recuse himself in these situations. Also, you should make sure that the town has a full complement of alternate members, to fill the holes that will be created.

Please let us know if there are further questions.

Hope you are well.

Walter

Walter L. Mitchell

Mitchell Municipal Group, P.A.

25 Beacon Street East

Laconia, NH 03246

(603) 524-3885

walter@mitchellmunigroup.com

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

Sent: Friday, October 03, 2014 9:32 AM

To: 'Russ Dean'

Cc: 'Walter Mitchell'; 'Steven Whitley'

Subject: RE: Exeter ZBA Applicant for Planning Board

DRAFT MINUTES

BOARD OF SELECTMEN MEETING

MINUTES

April 11, 2015

1. Call Meeting to Order

Chairwoman Gilman convened the Board of Selectmen at 9:06 a.m. in the Arts Room adjacent to the Arts Gallery at the Town Hall. Other members of the Board present were: Selectman Dan Chartrand, Selectwoman Anne Surman, Selectwoman Nancy Belanger, and Selectman Don Clement. Town Manager Russell Dean was present, along with Rick Alpers of Primex.

Mr. Alpers introduced the topic for today as board goal setting. He has worked with the board in past years and appreciates all the effort the Exeter board puts in to establish goals and then follow up. Many communities are not like this, or end up with too many goals. He feels this process is one of the best he has seen.

Rick Alpers discussed the format for today to review last year's goals, gauge progress, and then turn to the top 2-3 goals for 2015.

The Board reviewed last year's report and offered their comments on progress toward those goals. The Master Plan was discussed. A contract is in place with RPC. Selectman Chartrand asked why we are now reviewing five chapters instead of two. Discussion was on issues with the planning process for the master plan and only two chapters plus economic development should be the priority. Planning Board needs to be engaged. After some discussion Mr. Alpers mentioned half credit should be given here, some progress made, some issues remain. Further discussion revealed the path of putting together data points for the chapters, offering public comments for 30 days and getting it done. Roll outs should be made of the chapters with public meetings.

Diversifying the tax base. Selectman Chartrand mentioned 79-E and the TIF were major achievements. Selectman Clement mentioned the economic development strategic plan through the economic development director. Selectman Chartrand mentioned infrastructure improvements which support diversification and improvement. Selectwoman Surman mentioned the sidewalks downtown as a sample. Mr. Alpers recounted the hiring of the economic development director. Selectman Chartrand mentioned the Town's recent bond rating improvement.

Planning process. Reference was made to the all boards meeting of May 2014. The Town Manager described many process issues within planning he has become aware of in the last 6-8 months. He has actively engaged Selectman Clement and the Planning Board Chair on these issues. Issues include planning board procedures, RSA compliance for site plan review, timing of zoning ordinance reviews and administrative process issues within the department. The surface has just been scratched and much more work needs to be done.

Organizational Alignment. Selectman Chartrand referred to the pay and classification plan that was adopted in 2014. This updated over 50 positions with revised job descriptions. Efficiency of services was discussed and how this would be undertaken. Project execution was discussed and Selectman Chartrand mentioned the many projects that were completed or near completion. The Housing Committee has been formed and needs stocking.

DRAFT MINUTES

Planning process with land use boards was discussed. The many existing issues were discussed further. Selectman Clement offered a planning department operations review needed to be done. The town manager talked about the reporting structure in planning and building, and his awareness of the issues and alignment. Selectman Chartrand asked about an independent review and how much it would be. The town manager suggested 10-15K would be needed.

Housing – stock committee by a certain date. Selectboard annual report in the charge. Committee full by June 1st. Potential appointments were discussed. Report should be back by March 2016 before next goal setting.

Town Facilities Plan implementation. The Board discussed the process and what the report may tell us about this issue. Prioritization will be the key. The expectation from the town manager would be to be under contract in May with a study period of about 6 months.

Goals were identified as follows:

Selectman Chartrand – wrap up the water selling agreement with Stratham, continue to push for a regional wastewater treatment solution, work at regionalizing EMS services and look at regionalizing other services.

Selectwoman Gilman – Complete streets initiative, better interaction between planning and DPW, attending to the master plan.

Selectman Clement – Finalize decision on agreement with Stratham, Address wastewater issue including stand alone, regional, and Exeter-Stratham approach, complete streets policy/traffic issues, and EXTV staffing/organization.

Selectwoman Belanger – Complete dam removal project, complete streets/traffic/parking/sidewalk plan, housing committee – get up and running.

Selectwoman Surman – Revisit the topic of wetland buffers, Wastewater decision including Exeter only option, Selectboard members taking positions on topics.

Town Manager – Planning process review, Facilities plan, Project execution, Water agreement, and wastewater treatment options. Also refer to work plan and list of projects.

Selectwoman Gilman suggested adding transportation into the mix as this was a large issue with respect to the planning function and process.

The Board then reviewed the stated individual goals to arrive at group priorities. Out of this conversation came an established goal to increase and improve the dialogue between the Selectboard and school board and PEA, and to grow the relationship in both areas. This became the first goal.

The second goal was the wastewater decision, including all options for review, but consensus a decision had to be reached soon, and a deadline of December 2015 for a firm direction for a bond issue in 2016.

The third goal was the Stratham water agreement, with a proposed completion in summer around August of 2015, with a deadline of September 1st.

The fourth goal was a review of planning operations, folding in complete streets, planning/dpw relations. A consultant would be sought for this with a dollar figure to be determined. Outcomes to be determined by April 2016.

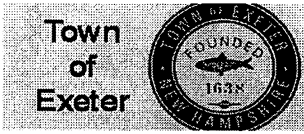
2. Adjournment

DRAFT MINUTES

Selectman Chartrand moved to adjourn. Selectwoman Belanger seconded. Motion carried. The Board stood adjourned at Noon.

Respectfully submitted,

Russell Dean
Town Manager



Russ Dean <rdean@exeternh.gov>

Exeter Board of Selectmen Meeting on April 20.

Kirshen, Paul <Paul.Kirshen@unh.edu>

Wed, Apr 8, 2015 at 10:59 AM

To: "rdean@exeternh.gov" <rdean@exeternh.gov>, "sriffle@exeternh.gov" <sriffle@exeternh.gov>

Russ – The UNH project on climate change adaptation planning in Exeter (CAPE) has not been very visible in Exeter recently because we have been busy improving and revising the models which translate the climate changes into impacts on flooding, water quality, and ecosystems. We have now completed the flooding modeling and are planning to complete the other modeling soon.

I would appreciate it if I could have 5 minutes at the Selectmen meeting on April 20 to update the Board on the project and its schedule.

Thank you,

Paul

Paul Kirshen, PhD

Research Professor

Civil and Environmental Engineering Department

& Institute for the Study of Earth, Oceans and Space

University of New Hampshire

248 Gregg Hall

Durham, NH 03824 USA

(1) 603-862-4637 (office); (1) 978-831-4391 (cell)

paul.kirshen@unh.edu

Report to Exeter Board of Selectmen and Summary of the Great Dam Remembrance Committee meeting, held April 1, 2015 at the Exeter Historical Society

We had a discussion of what is being lost in the historic district that requires mitigation. We agreed that by removing the dam, the town will see a reduction and lowering of the flat water impoundment above the dam and the removal of the spillway and mechanical devices on the headworks, which represent the historic connection between the dam and the mill, and provides a reminder of the town's industrial past.

Our prioritized list of mitigation measures, gleaned from two public meetings, Feb. 24, and March 24:

1. Preserve the headworks. This can likely be done without using any of the funds budgeted for mitigation. Some details will need to be worked out, in particular whether to remove or reconstruct the trash gate/ bulkhead.
2. Create, assemble and store archival materials on the history of the dam and the Exeter Manufacturing Company and insure that these are accessible to the public at the Exeter Public Library and/or the Exeter Historical Society.
3. The VHB consultants should create a photo and video archive of the removal process which should also be made available to the public for future researchers and provide suitable raw materials for historical displays on the dam as suggested in item 5 below and for a video production about the history of the dam, the river and the mills that could be created at some time in the future.
4. Apply for a New Hampshire State Highway Historic Marker or commission a similar marker for the site. The advantage of a state sign is that it will become part of a list available to tourists online.
5. Create historical exhibits for display inside the library. The "history wall" at Exeter Hospital might serve as an appropriate model. Decisions about exactly where to place the displays will need to be worked out with the library administration. The stairway from the first to the second floor offers one excellent option that has been suggested by the library director and has the support of our committee.
6. Install three etched glass viewing stations that can display images of what the river looked like before the dam's removal, superimposed on views from String Bridge, Great Bridge and Founder's Park (or the Library).

We believe these six measures can be accomplished with funds already budgeted for the project. In addition, a number of other worthy mitigation measures have been proposed. Though we believe these projects cannot be implemented as part of the Section 106 mitigation process, we do think the town should give them serious consideration down the road.

- Publish a walking tour brochure: paper, online, or as a smartphone app. VHB estimates this would cost between \$10,000 and \$15,000 to accomplish as part of the MOA mitigation. As long as the archival materials are preserved, a walking tour can be created sometime down the road by one of the local historical agencies or associations.
- Enhance access to the River. In our public hearings we perceived a strong desire to make it possible for people to gain access to the riverside in the area between Great and String Bridges for fishing and other recreational purposes. This could take the form of construction of
 - A Riverwalk along the riverbank (a walkway from String Bridge to Founders' Park is already in the plans for library renovation)

- Stairs down to the river from String Bridge or Great Bridge.
 - A boardwalk (Like the one downstream).
- Publish a Book on the history of dams in the Exeter area by a historian. It might encompass the Exeter Manuf. Co.
- Construct a kiosk at founder's park with historical displays on the river and the dam. This idea could be considered as an alternative to the library exhibits should those not work out.
- Encourage local school children to work on projects about the history of the dam.

Respectfully submitted,

The Great Dam Remembrance Committee: Bill Jordan, Chair; Pam Gjettum, Exeter Historic District Commission; Dick Huber, Exeter River Study Committee; John Merckle, Exeter Heritage Commission; Barbara Rimkunas, Exeter Historical Society;

In consultation with Section 106 Consulting Parties: Donald Robie, Exeter Investment Co., and Brian Grisct.

THIS IS A TRANSFER FROM AN
INSTRUMENTALITY OF THE STATE:
PURSUANT TO REV. 802.03 THE
TRANSFEROR IS EXEMPT
FROM PAYING REAL ESTATE
TRANSFER TAX

**FIRST AMENDMENT TO RIGHT OF WAY AGREEMENT
AND EASEMENT DEED**

The Town of Exeter, a municipal corporation, with a mailing address of 10 Front Street, Exeter, New Hampshire 03833 (hereinafter "Town"), for consideration paid and acknowledged, grants with warranty covenants to Granite State Gas Transmission, Inc., a New Hampshire corporation, with a mailing address at 325 West Road, Portsmouth, New Hampshire 03831 (hereinafter "GSGT"), and its successors and assigns, a permanent and perpetual easement and right of way for the purpose of preparing, laying, constructing, maintaining, operating, altering, improving, repairing, replacing, relocating, realigning, removing, and conforming with any state or local requirements pertaining to the "Replacement Pipeline," as defined below, with all related equipment and appurtenances thereto, for the transmission of natural gas along, under and across public land owned by and situated in the Town of Exeter, County of Rockingham, State of New Hampshire, such Town land and affected parcels being located between Newfields Road and the mean high water mark of the Squamscott River, such Replacement Pipeline being shown and depicted on a preliminary plan entitled "Plan Showing Existing & Proposed Relocated Easement Across Property Owned By Town of Exeter, Exeter, Rockingham County, New Hampshire," prepared for Unitil Energy Systems, Inc. and Granite State Gas Transmission, Inc. by North Easterly Surveying, Inc., dated March 11, 2015, as recorded in the Rockingham County Registry of Deeds on near or even date with this First Amendment to Right of Way Agreement and Easement Deed (hereinafter "Plan"), and as more particularly described in Exhibit A attached hereto.

In conjunction with the Town's grant of easement rights associated with the Replacement Pipeline, Town herein restates and amends a certain Right of Way Agreement between GSGT and the Exeter Industrial Development Corporation, predecessor in title to the subject Town parcel(s), and recorded on June 15, 1956 in the Rockingham County Registry of Deeds, Book 1397, Page 179 (the "Right of Way Agreement"), for the purpose of restating and amending the description of the easement granted therein relative to "Existing Pipeline," as defined below, with all related

equipment and appurtenances thereto for the transmission of natural gas, along, under and across the public land described in such Right of Way Agreement.

The Town and GSGT have agreed to create, restate, amend or extinguish, as appropriate, all recorded and unrecorded easement rights with regard to: (i) the permanent abandonment in place of all underground portions of the Existing Pipeline, which abandonment would occur after full construction and operation of the Replacement Pipeline and would thereafter be referred to as the "Abandoned Pipeline;" (ii) permanent removal of all aboveground portions of the Existing Pipeline and (iii) realignment and replacement of the Existing Pipeline through GSGT's construction, installation and operation of the Replacement Pipeline, all as shown on the Plan.

I. Definitions

"GSGT Easement and Access Rights" shall hereinafter refer to the creation, restatement and amendment of all easement and other property interests and access rights associated with the Existing Pipeline, Replacement Pipeline and Abandoned Pipeline, as defined herein.

"Replacement Pipeline" shall mean a ten inch (10") or greater diameter steel pipe and all above and below ground appurtenances and related equipment, including but not limited to meters, metering stations, fittings, tieovers, main line valves and other valves, communications systems, monitoring and inspection equipment and cathodic protection equipment, which is to be used by GSGT for the transportation of natural gas in, under, through and adjacent to the Town's Publicly Owned Treatment Works facility, lagoons and dams ("POTW"), the location of which has been authorized by the Federal Energy Regulatory Commission, by the State of New Hampshire and by Town's legislative body through delegation of authority to the Board of Selectmen (Article 42, 1992 Town Report), and which is the subject of a Memorandum of Understanding dated January 26, 2014 between the Town, GSGT and Portland Natural Gas Transmission System and Maritimes & Northeast Pipeline, LLC, through Maritimes & Northeast Operating Company, Inc. ("PNGTS/M&N"), hereinafter referred to as "MOU." The Replacement Pipeline is located within the Replacement Pipeline Easement Area, as defined herein, and as shown on the Plan.

"Abandoned Pipeline" shall mean all underground portions of the Existing Pipeline located between Newfields Road and the Squamscott River, as shown on the Plan, which is to be abandoned in place and grouted so that it no longer functions as a natural gas transmission pipeline upon commencement of transmission by the Replacement Pipeline.

"Existing Pipeline" shall mean the entire length of all above and below ground portions of the natural gas transmission pipeline located between Newfields Road and the Squamscott River as constructed, owned and operated by GSGT and its predecessors in interest, as depicted on the Plan, under the terms of the Right of Way Agreement, as amended by subsequent agreements with the Town's Board of Selectmen, and which is

the subject of the Town's request to GSGT for removal, realignment, relocation or abandonment to allow for potential expansion of the Town's POTW and/or installation of new sewer and wastewater conveyance pipelines, as set forth in the MOU.

"Replacement Pipeline Easement Area" shall mean the thirty five foot (35') wide area in which the Replacement Pipeline is located, as shown on the Plan and as described in Exhibit B.

"Temporary Easement Area" shall mean an additional twenty five foot (25') wide area extending on either side of and contiguous to the Replacement Pipeline Easement Area, as shown on the Plan.

II. GSGT Easement and Access Rights. The GSGT Easement and Access Rights granted by Town to GSGT shall include the following rights and associated conditions:

(A) a permanent and perpetual easement depicted on the Plan as "Replacement Pipeline Easement Area" consisting of an area thirty five feet (35') in width for the location, operation and maintenance of the Replacement Pipeline, which easement area co-locates within certain portions of the easements granted by Town to PNGTS/M&N and recorded on May 8, 1998 in the Rockingham County Registry of Deeds, Book 329, Pages 185-200 and on December 21, 1998 in Book 3351, Page 2940 ("PNGTS/M&N Easement Area"). Town has reviewed and consents to such co-location within and adjacent to the PNGTS/M&N Easement Area as agreed to by PNGTS/M&N under the terms of the MOU and an associated Co-Location and Construction Agreement between GSGT and PNGTS/M&N;

(B) restatement and amendment to previous easements granted for the Existing Pipeline such that GSGT continues to have the right to maintain the Existing Pipeline until completion of construction, installation and full operation and regulatory approval of the Replacement Pipeline, whichever occurs later. Upon written confirmation by GSGT that the Replacement Pipeline is fully operational, GSGT shall remove all aboveground portions of the Existing Pipeline and shall grout and permanently abandon all underground portions of the Existing Pipeline. Upon completion of such removal, grouting, abandonment and any restoration activities required herein, GSGT shall provide written notice to the Town releasing the Town from any and all easements previously granted to GSGT with respect to the Existing Pipeline. GSGT shall have no ongoing easement rights or obligations with respect to the Abandoned Pipeline, nor shall GSGT have any obligation to remove or maintain the Abandoned Pipeline. Upon GSGT's written notification and associated release of all remaining easement rights relating to the Existing Pipeline and Abandoned Pipeline, GSGT shall be released from any and all post-abandonment obligations and liabilities associated with the Abandoned Pipeline;

(C) a temporary easement and right-of-way extending twenty five (25) additional feet on either side of and contiguous to the Replacement Pipeline Easement Area (the

"Temporary Easement Area," as depicted on the Plan) to allow for a temporary workspace when such is necessary for the purposes of preparing, laying and constructing the Replacement Pipeline, which shall expire upon completion of the laying, construction, testing and operation of the Replacement Pipeline, or upon receipt of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the Replacement Pipeline as laid, or the final restoration of the Replacement Pipeline Easement Area, whichever occurs later;

(D) a temporary easement and right-of-way extending twenty five (25) additional feet on either side of the existing thirty five foot (35') easement for Existing Pipeline when a temporary workspace is necessary for the purpose of removing, grouting or performing other work related to removal or abandonment of portions of the Existing Pipeline, which shall expire upon completion of the construction, testing, removal or grouting of the Existing Pipeline or upon receipt of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies or final restoration of surface areas, whichever occurs later;

(E) permanent access to all areas identified in Exhibit A and the Replacement Pipeline Easement Area, including such adjoining publicly owned premises, such that GSGT shall have all privileges convenient for the full use of the rights and easements herein granted, together with ingress and egress on foot and by vehicle, along the roads and within the subject Town property.

GSGT shall have all privileges convenient for the full and exclusive use of the rights and easements granted in Paragraph II (A) through (E) herein and shall have the right to cut and keep clear all trees, brush, structures, dwellings, and other obstructions that may injure, endanger or interfere with the exercise of its rights and easements granted hereby.

III. Damages and Restoration. By its acceptance hereof, GSGT agrees to pay for damages to Town property caused by the exercise of GSGT Easement and Access Rights and to restore any pavement or existing improvements damaged in the course of preparing, laying, constructing, maintaining, operating, altering, improving, repairing, changing the size of, replacing, grouting or removing the Replacement Pipeline and Existing Pipeline. GSGT shall restore and fill, grade and repave preexisting paved surface areas within the Replacement Pipeline Easement Area and the Temporary Easement Area, consistent with Town's road construction and paving standards and practices then applicable. Unless caused by the negligence or willful misconduct of Town or its respective officers, agents, servants or employees, Town shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state of repair of the Replacement Pipeline, or the construction, operation, maintenance and removal thereof, or from the exercise of GSGT Easement and Access Rights or for damages to GSGT property or to the property of or injuries to GSGT officers, agents, servants or employees, or to third persons.

IV. Release and Indemnification. GSGT agrees to assume all risks of loss or damage to property and injury or death of persons by reason of or incident to the

construction, operation, installation and maintenance of the Replacement Pipeline or exercise of the GSGT Easement and Access Rights, unless caused or contributed by the negligence or willful misconduct of Town or its respective officers, agents, servants and employees. GSGT agrees to indemnify, save, hold harmless, and defend Town, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon personal injury, death or property damage or other claims resulting from, related to, caused by or arising out of the construction, operation, maintenance and removal of the Replacement Pipeline or exercise of the GSGT Easement and Access Rights. Except for any existing conditions as may be present on the property at the time of the commencement of the exercise of the GSGT Easement Rights, and subject to other limitations herein, GSGT shall indemnify and hold harmless the Town from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by GSGT or its agents, servants or contractors giving rise to Town liability, civil or criminal, or responsibility under Federal, State or local environmental laws. The agreements contained in this paragraph specifically do not extend to claims for damages caused or contributed to by the negligence or willful misconduct of the officers, agents, servants or employees of Town or to Town activities conducted outside the scope of reservations under paragraph V herein. Town will give GSGT notice of any claim against it covered by this indemnity as soon after learning of it as practicable.

V. Town Reservation of Rights. The parties acknowledge and agree that Town has: (a) reserved to itself the right to use the surface within and the area over the Abandoned Pipeline, the right to cross and recross, for itself and others, the Replacement Pipeline Easement Area, the right to cross the Replacement Pipeline with heavy equipment for the sole purpose of seasonal snow storage (the location and extent of such heavy equipment crossing and snow storage to be expressly set forth in a separate written agreement between Town and GSGT), and the right to full use of roads and sidewalks in use as of the date of this Agreement; and (b) reserved to itself the right to develop, construct, maintain, alter and/or operate a new POTW and new sewer pipelines and conduits that may extend adjacent to, on, over or under the Replacement Pipeline Easement Area *provided, however*, that any such uses in (a) and (b) above do not: (i) impair the GSGT Easement and Access Rights or (ii) impair the structural integrity of the Replacement Pipeline, as determined by GSGT. Town agrees that no excavation, heavy equipment crossing, snow storage, change of grade or water impoundments will be made on, and no trees, brush, improvements, aircraft or vehicular parking areas or other obstructions, will be placed or erected over, under or across the Replacement Pipeline Easement Area without prior written consent of GSGT. Town will provide written notice to GSGT at least sixty (60) days in advance of any proposed activity or development referenced herein. GSGT shall review the nature and scope of the proposed activity and shall provide a written response to Town within said sixty (60) day period either consenting to such activity or declining to consent and explaining with reasonable detail the reasons for declining to consent. GSGT may decline to consent based on a reasonable determination that the proposed activity will (i) impair the GSGT Easement and Access Rights or (ii) impair the structural integrity of the Replacement Pipeline. If GSGT fails to

respond in writing to Town within said sixty (60) days, GSGT shall be deemed to have consented to the proposed activity, subject to locational, weight and other limitations proposed by the Town.

VI. Notices. Whenever either party shall desire to give or serve upon the other any notice, demand, request, or other communications with respect to this Agreement, each such notice, demand, request or other communication shall be in writing and shall not be effective for any purpose unless same shall be given by facsimile or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to GSGT:

Granite State Gas Transmission, Inc.
325 West Road
Portsmouth, NH 03831
ATTN: Gary Epler, Esq. and
Roger Barham, Senior Gas Engineer

With copy to:
Orr & Reno, P.A.
45 S. South Main Street
P.O. Box 3550
Concord, NH 03302
ATTN: Maureen D. Smith, Esq.

If to Town:

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

With copy to:

Mitchell Municipal Group, P.A.
25 Beacon Street East
Laconia, NH 03246
ATTN: Steven Whitley, Esq.

or to such other address or addresses as GSGT or Town may, from time to time, designate by way of certified mail notification.

Every notice, demand, request or other communication hereunder sent by mail shall be deemed to have been given or served as of the second business day following the date of such mailing.

VII. Insurance: Tax. GSGT shall deliver or cause to be delivered promptly to the Town, upon request, certificates of insurance evidencing the following policies of insurance:

A. Commercial General Liability Insurance for bodily injury and property damage with limits of liability in amounts usual and customary for natural gas transmission systems of similar size.

B. Workers' Compensation Insurance in form and amounts required by law.

C. Contractors' Insurance for the period of construction, under which GSGT contractors, shall carry and maintain, unless otherwise agreed to in writing by the Town, general commercial liability insurance in amounts usual and customary for natural gas transmission systems of similar size.

All insurance which this Agreement requires GSGT to carry and maintain or cause to be carried or maintained pursuant to this paragraph shall be in such form, for such amounts, for such periods of time, with such deductible or self-retention amounts, and with such insurers as is customary for natural gas transmission systems of similar size and scope. All policies or certificates issued by the respective insurers shall name Town as an additional insured, provided that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Town of written notice thereof.

This First Amendment to Right of Way Agreement and Easement Deed is subject to the rights and obligations under RSA 72:23, I, if applicable.

VIII. Compliance and Permits. GSGT shall construct, maintain and operate the Replacement Pipeline in a manner that is consistent with industry standards, including but not limited to applicable requirements of the United States Department of Transportation (USDOT), and shall exercise due diligence in protecting the Replacement Pipeline against damage or destruction. GSGT shall comply with all Federal, State and local environmental and safety regulations and standards that are applicable to GSGT activities arising from the exercise of the GSGT Easement Rights and not otherwise preempted by law. GSGT shall be responsible for obtaining at its cost and expense any applicable environmental or other permits required for its construction and operation of the Replacement Pipeline and for abandonment and/or removal of the Existing Pipeline, except that Town hereby specifically releases GSGT from any obligation to apply for and obtain any municipal permits otherwise incident to construction of the Replacement Pipeline or work related to the Existing Pipeline. Town assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority.

IX. Construction Plans. GSGT shall not begin construction of the Replacement Pipeline until profile drawings of the Replacement Pipeline at the rear of the POTW buildings have been submitted to Town's Department of Public Works for approval in writing, which drawings must show among other matters the precise location and depth of the Replacement Pipeline within the Replacement Pipeline Easement Area as it relates to the PNGTS/M&N Easement Area, which such approval shall not be unreasonably or untimely withheld or delayed. If Town fails to provide written approval or objection

within ten (10) days, the drawings shall be deemed acceptable. Upon commencement of construction, if existing field conditions cause non-material alterations in the construction drawings previously approved, GSGT may proceed with construction; otherwise, for material alterations, GSGT will submit drawings of such alterations to Town. Upon completion of construction of the Replacement Pipeline, GSGT shall own the entire interest in the Replacement Pipeline, as constructed.

X. Assignment. GSGT is hereby expressly given the right to lease and assign this easement and right-of-way or any part thereof, or interest therein, and the same shall be divisible among two or more lessees or assignees as to any right or rights created hereunder, so that each lessee or assignee shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

XI. Miscellaneous. Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the party and that such execution binds said party in accordance with its terms. This Agreement shall be recorded in the Rockingham County Registry of Deeds. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Town and GSGT and shall be deemed to be a covenant running with the lands affected. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire. Any action or proceedings with respect to any matters arising under or growing out of this Agreement shall be instituted and prosecuted only in Federal or State courts located in the State of New Hampshire or in applicable regulatory venues. If any provisions of this Agreement are deemed invalid or unenforceable, as a matter of law, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

To have and to hold said rights-of-way and easements with all privileges and appurtenances thereof unto GSGT, its successors and assigns forever.

[signature page follows]

Signed and dated this _____ day of _____, 2015.

TOWN OF EXETER

By: _____
Printed Name: _____
Its: _____

By: _____
Printed Name: _____
Its: _____

By: _____
Printed Name: _____
Its: _____

By: _____
Printed Name: _____
Its: _____

By: _____
Printed Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS _____, 2015

Then personally appeared the above named Town of Exeter Board of Selectmen and acknowledged the foregoing instrument to be their free act and deed in their said capacity.

Before me,

Notary Public

Printed Name

My Commission expires: _____

EXHIBIT A
EASEMENT DESCRIPTION

EXHIBIT A

EASEMENT DESCRIPTION

A certain easement depicted as PROPOSED RELOCATED G.S.G.T. EASEMENT on a plan entitled "Plan Showing Existing & Proposed Relocated Easement Across Property Owned By Town of Exeter, Exeter, Rockingham County, New Hampshire," prepared for Unitil Energy Systems, Inc. and Granite State Gas Transmission, Inc. by North Easterly Surveying, Inc., dated March 11, 2015, which shall be recorded in the Rockingham County Registry of Deeds and being more particularly described as follows:

Beginning at an iron rod set on the easterly sideline of Newfields Road, so-called, in Exeter, Rockingham County, New Hampshire, said iron rod lying at the northwesterly corner of land now or formerly of Russel F. and Diane L. Fredericksen;

Thence northerly along said Newfields Road sideline on a curve to the left having a radius of 538.89 feet, a distance of 36.88 feet to a point;

Thence N 75° 08' 03" E, a distance of 156.14 feet to a point;

Thence N 78° 37' 06" E, a distance of 245.30 feet to a point;

Thence on a curve to the left having a radius of 270.00 feet, a distance of 278.21 feet to a point;

Thence N 19° 34' 51" E, a distance of 323.66 feet to a point;

Thence on a curve to the left having a radius of 210.00 feet, a distance of 91.72 feet to a point;

Thence on a curve to the right having a radius of 350.00 feet, a distance of 106.93 feet to a point;

Thence S 77° 56' 19" E, a distance of 5.00 feet to a point;

Thence on a non-tangent curve to the right having a radius of 345.00 feet, a distance of 39.30 feet to a point;

Thence N 18° 35' 20" E, a distance of 750.62 feet to an iron rod set, said iron rod being located 40 feet south of the southerly sideline of Route 101;

Thence S 76° 17' 45" E, parallel to and 40 feet south of the said southerly sideline of Route 101, a distance of 568.42 feet, to an iron rod set;

Thence continuing S 76° 17' 45" E, parallel to and 40 feet south of the said southerly sideline of Route 101, a distance of 12.4 feet more or less to the Squamscott River;

Thence running S 17° 53' 44" E, along said Squamscott River, a distance of 41.1 feet more or less to a point located 75 feet south of the southerly sideline of Route 101;

Thence N 76° 17' 45" W, parallel to and 75 feet south of the said southerly sideline of Route 101, a distance of 580 feet more or less to a point;

Thence S 18° 35' 20" W, a distance of 717.63 feet to a point;

Thence on curve to the left having a radius of 320.00 feet, a distance of 36.45 feet to a point;

Thence S 77° 56' 19" E, a distance of 5.00 feet to a point;

Thence a non-tangent curve to the left having a radius of 315.00 feet, a distance of 96.24 feet to a point;

Thence on a curve to the right having a radius of 245.00 feet, a distance of 107.00 feet to a point;

Thence S 19° 34' 51" W, a distance of 323.66 feet to a point;

Thence on a curve to the right having a radius of 305.00 feet, a distance of 314.27 feet to a point;

Thence S 78° 37' 06" W, a distance of 244.23 feet to a point;

Thence S 75° 08' 03" W, a distance of 166.69 feet to the aforesaid easterly sideline of Newfields Road and the point of beginning containing 1.96 acres of land more or less;

Meaning and intending to describe an easement 25 feet and 35 feet in width as shown on the aforementioned plan and incorporated by reference hereto.

Exeter and Stratham Utility Sharing—Water Usage DRAFT Memorandum of Understanding

The Towns of Exeter and Stratham, recognizing it is in their mutual best interests to share resources, understand that reaching an accord to share water resources requires agreement on some basic elements under which an intermunicipal agreement could be drafted. This Memorandum attempts to capture those essential elements needed to begin drafting an agreement that meets the needs of each community.

Therefore, the Town of Exeter agrees to provide and the Town of Stratham agrees to receive water from the Exeter system under the following general guidelines and parameters, which will be used to create an intermunicipal agreement:

1. Up to 125,000 gallons per day (gpd) at a maximum flow rate of 1,500 gallons per minute (gpm) at 20 psi will be provided. The 125,000 gpd is to be determined using the average use over 365 days per year. Any flow quantity and rates above these thresholds shall be the responsibility of Stratham. No temporary usage beyond the 125,000 gpd shall be authorized without the consent of the Exeter Public Works Water Department. The Exeter Public Works Department may authorize a temporary increase in usage to Stratham, but not for a period of greater than 30 days, without the approval of the Board of Selectmen. If at any time the Town of Stratham desires to permanently increase usage beyond the 125,000 gpd of usage, the Town of Exeter will be petitioned the Stratham Board of Selectmen in advance, and such increase shall require Exeter Board of Selectmen approval.
2. Stratham will pay a rate commensurate with either Exeter's Tier 2 or 3 large commercial or industrial user rate, based solely on actual usage. This rate will be the same as users of a similar size in Exeter will pay.
3. In lieu of an Impact Fee and Non Use fee, Stratham will pay 40% of the capital cost of the new Exeter Groundwater Treatment Facility and associated infrastructure to tie this facility into the main system. Currently this cost is estimated to be approximately \$5 million net of state funding forgiveness of the total cost of approximately \$6.5M. Notwithstanding any of the foregoing, the amount of this Fee shall not be greater than \$2 million, and the amount due will be payable upon the start of construction of the Stratham water distribution facilities.
4. The Town of Exeter will provide a meter facility at the connection point with the proposed Stratham system. All facilities to the north of this facility will be the property and responsibility of the Town of Stratham or their assigns. All Exeter charges to Stratham will be based on this master meter. Stratham will pay Exeter service fees in the same manner Exeter customers pay service fees.
5. All facilities within the Stratham system, including but not limited to, piping, valves, backflow preventers, hydrants, etc., shall be designed in accordance with Exeter standards in effect at the time of such design.

6. Stratham shall be responsible for all design, construction, maintenance, and repair work on their water distribution system piping and facilities.
7. Stratham, its successors, and assigns, agree to maintain compliance at all times with all ordinances, policies, and regulations of Exeter regarding water supply piping and facilities. In the event of non-compliance or default under an agreement, Exeter may terminate water use if Stratham fails to remedy the non-compliance within thirty (30) days of written notice. Prior to such a termination, Stratham shall have an opportunity for a hearing before the Exeter Board of Selectmen to show cause why service should or should not be terminated and to grant an extension of time to come into compliance. An extension of time shall not be unreasonably denied.
8. Notwithstanding the foregoing, Exeter shall have the right but not the obligation to assume the ownership, operation, and maintenance of the water system and facilities in Stratham, or any portion thereof upon mutual agreement by the parties.
9. The intent of this document is to provide a basis in principle for the parties to develop an intermunicipal agreement for such described water usage. The parties do hereby agree to such understandings based on their signatures shown below:

Town of Exeter

Town of Stratham

Russ Dean, Duly Authorized
Town Manager

Paul Deschaine, Duly Authorized
Town Administrator

Date

Date

POLICY STATEMENT

Private I/I Public Education, Outreach and Enforcement Program
Exeter, New Hampshire
April 20, 2015

TOWN ORDINANCE

Article 1506.1:

No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

Article 1502.1:

The Owner shall thereafter be obligated to pay all costs and expenses of operation, repair and maintenance and of reconstruction (if necessary) of the Building Sewer beginning at the main of the Sewer System and ending at the building.

This means that each property owner is accountable that they don't direct drainage to the sewer (roof leaders, driveway drains, sump pumps, foundation drains, etc.) and that their sewer lateral does not leak.

TOWN NPDES Permit No. NH0100871

Section C(5)(f & g):

The permittee shall develop and implement... An ongoing program to identify and remove sources of I/I. The program shall include an inflow identification and control program that focuses on the disconnection and redirection of illegal sump pumps and roof downspouts; and an educational public outreach program for all aspects of I/I control, particularly private inflow.

Background and Purpose:

- Infiltration and Inflow (I/I) is essentially clean water (non-sanitary) that enters the sewer. Common sources of I/I include:
 - Stormwater inflow from roof drains, catch basins, yard drains, etc. connected to the sewer
 - Groundwater infiltration/inflow from leaking sewer pipes (including private service laterals), leaking sewer manholes, sump pumps connected to the sewer, foundation drains connected to the sewer, etc.
- The Town's *Phase III Infiltration and Inflow (I/I) Evaluation* by Underwood Engineers, Inc. (2013) identified that approximately 60% of the I/I observed in the Town's wastewater collection system appeared to be from private sources.
- Private I/I must be mitigated to achieve the Town's goal to eliminate Combined Sewer Overflow (CSO) discharges to the environment and optimize wastewater conveyance and treatment costs.

POLICY STATEMENT

Private I/I Public Education, Outreach and Enforcement Program
Exeter, New Hampshire
April 20, 2015

-
- Town Ordinances prohibit discharge of private I/I to the sewer. However, historically there has been limited enforcement of the ordinance or compliance inspections.
 - Removal of private sources of I/I is essential and also cost effective for the Town to mitigate CSO discharges.
 - The Town endeavors to reduce private I/I in the system with an updated public education, outreach, and enforcement program; the details of which are described in this document.

Public Education and Outreach Approach:

- Town will mail an educational tri-fold brochure flier to all sewer users about how they can identify sources of private I/I on their property to facilitate completion of the “Compliance Response” (described below), and offer suggestions of how to mitigate illicit connections and private I/I.
- Accompanying the mailer will be a 1-page “Compliance Response” questionnaire asking sewer users to identify any known private I/I sources located at the property including:
 - Request for technical assistance from the Town for identification of private I/I sources and suggestions/assistance for elimination
 - Presence of any sump pumps
 - Presence of sump pumps that discharge to the sewer
 - Presence of roof leaders that discharge into the sewer and/or the ground
 - Presence of foundation drains tied to the sewer
 - Presence of defective sewer service laterals and history of sewer lateral problems
- “Compliance Responses” from users will be mailed directly to the Town’s Consulting Engineer for compilation and summary. The Town will provide self-addressed stamped envelopes for this purpose and give users 30 days to return the response.
- A non-response will be considered a statement of compliance of the Ordinance by the homeowner, unless the Town has information to the contrary. A non-response negates amnesty.

POLICY STATEMENT
 Private I/I Public Education, Outreach and Enforcement Program
 Exeter, New Hampshire
 April 20,2015

Compliance Inspections, Non-Compliance Notifications and Enforcement Approach:

The following table summarizes the schedule and approach for implementation of the program:

<i>Implementation Year</i>	<i>Activity/Action Description</i>
0 to 1	Develop policy document, education mailer with compliance response
0 to 5*	“Grace Period” or “Amnesty” - Town to provide technical assistance if requested and homeowners expected to take steps necessary for Sewer Use Ordinance (SUO) compliance
0 to 5	Capital Improvement Plan (CIP) considerations for potential projects to assist with illicit connection removal
5*	Enforcement actions begin
2	Town begins policy to perform house inspections (sump pumps and roof leaders) and lateral CCTV (defective laterals and foundation drains) as part of final meter readings for all property transactions and notifies buyers agent if illicit connections found
2	Town begins policy to perform house inspections and lateral CCTV: - Prior to issuance of any building permit for improvements - When an existing sanitary sewer lateral is to be used to serve a new structure - At the time of water meter replacements - At the time of property transfers - Upon specific information that the premises may be in violation of Town Ordinances
3	Town begins methodical Town-wide house inspection program using information gathered during years 0-2 to prioritize neighborhoods with suspected densities of illicit connections/lateral issues.

**The grace period or amnesty program only applies to questionnaire respondents.*

The notification, enforcement and confirmation procedures described in Article 1508 of the Town Ordinances will be initiated if any of the following prohibited discharges are found upon subsequent inspection after the allotted “grace period”:

1. Sump pumps that discharge to the sanitary sewer
2. Roof leaders that discharge to the sanitary sewer
3. Foundation drains that discharge to the sanitary sewer
4. Defective laterals found to discharge greater than 4,000 gpd/idm infiltration to the system
5. Other illicit or prohibited discharges

Town Assistance Summary

- The Town *will* perform a site visit of the property to assist the owner with illicit connection identification and completion of the “Compliance Response”.

POLICY STATEMENT

Private I/I Public Education, Outreach and Enforcement Program
Exeter, New Hampshire
April 20,2015

-
- The Town **will not** issue users a charge for technical assistance inspections during “Grace Period” unless it involves resources outside Town Staff.
 - If illicit connections are identified on a property the Town **will** offer the owner suggestions for alternate discharge locations based on existing site conditions.
 - The Town **will** levy fines or surcharges to users with illicit connections that have a viable discharge location for private I/I which may include:
 - Natural drainage course on the property
 - Municipal drainage system (swales) abutting the property
 - Municipal closed drainage system in the street with drain service
 - Site conditions suitable for groundwater infiltration
 - The Town **will** levy surcharges to users with illicit connections that do not have a viable discharge location for private I/I.
 - The Town **may** provide a drain service stub to the edge of the roadway ROW to provide users a location for I/I disposal if a municipal drainage system is present in the street.
 - The Town **may** provide financial assistance to users for evaluation and/or implementation of on-site infiltration private I/I disposal.
 - The Town **may** provide financial assistance to users for replacement/rehabilitation of defective laterals.
 - The Town **will** provide a confirmation inspection to document removal.
 - The Town **will not** perform investigations on the site such as test pits, infiltration tests, etc. to evaluate whether groundwater infiltration is an appropriate method for I/I disposal on site.

ACCEPTED BY:

Board of Selectmen

Department of Public Works

Date _____

**TOWN OF EXETER
CONSERVATION COMMISSION MEMORANDUM**

Date: April 16, 2015
To: Exeter Board of Selectmen
From: Kristen Murphy, Natural Resource Planner
Subject: Encroachment Agreement for Linden Commons

During the April 14th Conservation Commission meeting, the Commission discussed the proposed Encroachment Agreement between the Town of Exeter, and the abutters Breen/Bartolini.

This agreement encompasses a 0.10 acre area containing the abutter's side yard and driveway within the 21.59 acre Linden Commons Conservation Easement. Town legal counsel advised this encroachment agreement as the sole solution for resolving the encroachment because the easement has already been executed in 2011 and amending the boundary is not permitted. The Commission was gifted the 20.59 acre easement to serve as compensatory mitigation required by the NH Department of Environmental Services (NHDES) through the wetland permit issued for the Linden Commons subdivision.

Typically, the Commission, Planning Board inspector, and/or I review boundaries of conservation land prior to recommending the deed be accepted. In this occasion, we scheduled an inspection with all parties, including NHDES, but a large snowstorm prevented us from being able to confirm every marker. Review in the spring by Conservation Commission representative Pete Richardson and I revealed that pins were in fact missing. It was a length of time before the developer installed the missing pins and upon inspection, this large encroachment from the Breen/Bartolini lot was noted.

During their April 14th meeting the Commission had a detailed discussion about how this occurred and what measures have been implemented to ensure this will not occur in the future.

Following discussion, the Commission voted unanimously to recommend that the Board of Selectmen sign the encroachment agreement for Linden Commons. The Commission noted that they had not received confirmation that NHDES has been alerted by the developer to this encroachment.

Return to:

ENCROACHMENT AGREEMENT

This Agreement is dated April __, 2015 between the Town of Exeter, a municipal corporation, duly organized and existing in Rockingham County, New Hampshire, with an address of 10 Front Street, Exeter, New Hampshire 03833 (the "Town") and Patrick Breen and Bartolini, with an address of 63 Linden Street, Exeter, New Hampshire 03833 ("Breen and Bartolini").

WHEREAS, the Town is the holder of a Conservation Easement over a portion of the property identified as Tax Map 95, Lot 67, located off Linden Road, Exeter, Rockingham County, New Hampshire, dated February 24, 2011 and recorded with the Rockingham County Registry of Deeds at Book 5197, Page 1038 (the "Conservation Easement").

WHEREAS, Breen and Bartolini are the owners of certain property identified as Tax Map 82 Lot 16, also known as at 63 Linden Street, Exeter, New Hampshire, as more particularly described in the deed dated June 23, 2014, recorded with the Rockingham County Registry of Deeds at Book 5540, Page 2644 (Breen's Property").

WHEREAS, the original survey delineating the Conservation Easement and Tax Map 95, Lot 67 was incorrect and included a portion of Breen and Bartolini's Property, which Breen and Bartolini or their predecessor have owned and occupied for thirty (30) years.

WHEREAS, a lot line adjustment plan entitled, "Lot Line Adjustment Plan, Map 95, Lot 67 & Map 82, Lot 16," prepared by Jones & Beach Engineers, Inc., dated November 19, 2014, was approved and recorded with the Rockingham County Registry of Deeds as Plan D-_____ (the "Plan") to correct the lot line.

WHEREAS the Plan changes these two lots and transfers Parcel "A" to Breen.

WHEREAS, Contocook River Lofts, LLC, transferred Parcel "A" to Breen and Bartolini to be consolidated with their property by deed of or near even dated, recorded herewith.

WHEREAS Breen and Bartolini wish to obtain the right to encroach upon a portion of the Conservation Easement shown as Parcel "A" on the Plan.

NOW THEREFORE, in consideration good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1 The Town hereby grants and permits Breen and Bartolini to encroach upon a portion of the property burdened by the Conservation Easement identified as Parcel "A" on the Plan, given the existence of the encroachments for a period in excess of 20 years prior to the execution of the Conservation Easement.
- 2 Breen and Bartolini may use Parcel "A" for its existing purposes, but not introduce any new uses, which violate the Conservation Easement.
- 3 This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
- 4 This is the entire agreement between the parties. Any changes must be made in writing and signed by both parties. Any disputes must be brought in the State of New Hampshire.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date above.

Town of Exeter, acting through its Board of
Selectmen

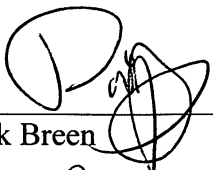
Julie Gilman, Chairwoman

Donald Clement, Vice Chairman,

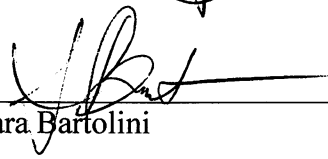
Nancy Belanger, Clerk

Dan Chartrand, Member

Anne Surman, Member



Patrick Breen



Sara Bartolini

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

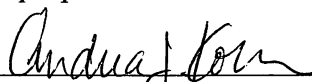
April __, 2015

Personally appeared the above named persons, being a majority of the members of the Board of Selectmen, in said capacity on behalf of the Town of Exeter Board of Selectmen, and acknowledged the foregoing instrument to be their free act and deed duly authorized.

Before me, _____
Justice of the Peace
My Commission Expires:

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY, SS

On this 1th day of April 2015, personally appeared Patrick Breen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purpose contained.

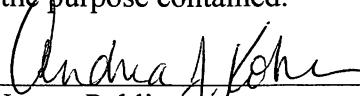


Notary Public
My Commission Expires:



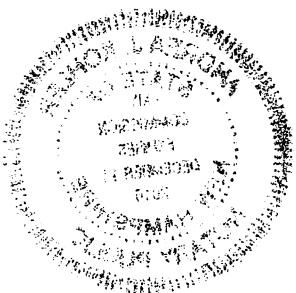
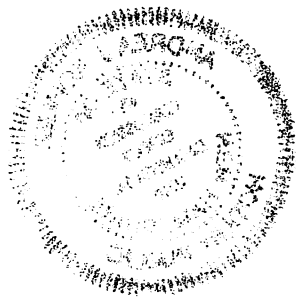
STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY, SS

On this 1th day of April 2015, personally appeared Sara Bartolini, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purpose contained.



Notary Public
My Commission Expires:





Town of Exeter	Policy Number 2012-02	Adopted by Board of Selectmen
Subject: Appointments to Boards and Commissions	Adoption Date: 5/5/86 Revision Date: 9/9/92; 3/29/10; 5/7/12 Effective Date: 5/7/12	Supersedes: 92-13

1.0 Purpose of the Policy:

The purpose of this policy is to define the procedure used by the Board of Selectmen to make appointments to public boards, committees and commissions within the authority of the selectmen.

2.0 Departments Affected:

None. All committees referred to in 1.0 of this policy.

3.0 Definitions:

4.0 Policy:

5.0 Procedures:

Authority: The Board of Selectmen has appointment authority for Boards and Commissions as specified in NH Revised Statutes Annotated and Town Ordinances. The Board may, at its discretion, establish other local committees and make appointments thereto.

Term of Office: All terms of office created by such appointments shall be consistent with the length of office determined by the Statutes, ordinance or action of the Board of Selectmen.

Consecutive Terms: Consecutive terms shall be consistent with the Statutes, ordinance or action of the Board of Selectmen.

Appointment Date: Applicants to a Board or Committee shall apply for appointment using an application provided by the Town Manager's Office.

Current regular and alternate members wishing to continue their membership shall, in March of the year in which their term ends, submit a written request to the Board of Selectmen for re-appointment.

Terms of office shall begin on May 1st, unless a person is appointed to fill an unexpired term.

Multiple Positions: A person may serve on up to two Town Boards and Committees provided that he/she can only serve on one land use board (defined as Planning Board, Zoning Board of Adjustment, Heritage Commission, and Historic District Commission).

Disbanding Boards & Commissions: The Board of Selectmen shall vote annually in May to review or disband each Board and Committee of their creation.

6.0 Severability:

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

Amended: 5/7/12

2015 Committee Re-Appointments

Committee	Name	Position	New Term
Conservation Commission	Don Briselden	voting	4/30/2018
	Virginia Raub	voting	4/30/2018
Exeter Arts Committee	Jane Kiernan	Voting	4/30/2018
Exeter Economic Development Commission	Lizabeth MacDonald	Voting	4/30/2018
	Brian Lortie	Voting	4/30/2018
Exeter Housing Authority	Boyd Allen	Voting	4/30/2020
	Barbara Chapman	Voting	4/30/2020
Exeter River Study Committee	Richard Huber	Voting	4/30/2018
	Frank Ferraro	Voting	4/30/2018
Heritage Commission	John Merkle	Voting	4/30/2018
Historic District Commission	Pam Gjetum	Voting	4/30/2018
Planning Board	Carol Sideris	Alternate	4/30/2018
	Katherine Woolhouse	Voting	4/30/2018
	Pete Cameron	Voting	4/30/2018
Rockingham Planning Commission	Gwen English	PB Rep	4/30/2018
Zoning Board of Adjustment	Robert Prior	Requesting Voting	4/30/2018
	John Hauschildt	Requesting Voting	4/30/2018
	Hank Ouimet	Alternate	4/30/2018
Water and Sewer Advisory Committee	John Gilbert	Voting	
	Bob Kelly	Voting	4/30/2018



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: sriffle@exeternh.gov

Facility: Town Hall (Main Floor) Bandstand Parking - # Spaces _____ Location _____

Signboard Requested: Poster Board Week: MAR 19 Plywood Board Week: 13-26

Representative Information:

Name: Christopher Bartell Address: 11 Woodlawn Circle

Town/State/Zip: Exeter, NH 03833 Phone: 603 812 6180

Email: bartell.christopher@gmail Date of Application: April 7, 2015

Organization Information:

Name: Regeneration Church Address: 4 Elm St. Exeter

Town/State/Zip: Exeter, NH 03833 Phone: 603 772-8805

Reservation Information:

Type of Event/Meeting: Easter Date: Mar 26-27, 2016

Times of Event: Mar 27 10:30am Times needed for set-up/clean-up: Set Mar 26

of tables: — # of chairs: 200 Will food/beverages be served? No

List Town equipment you request to use: _____

Comments: _____

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: [Signature] Date: 4.7.15

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

Office Use Only:

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

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



Application for Use of Town Facility

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

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

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

Signboard Requested: Poster Board Week: Plywood Board Week:

Representative Information:

Name: John Hauschildt Address: 225 Water Street

Town/State/Zip: Exeter, NH 03833 Phone: 603-686-8090

Email: John@RumDoodle.com Date of Application: 15-April-2015

Organization Information:

Name: Seacoast Artists Association Address: 225 Water Street

Town/State/Zip: Exeter, NH 03833 Phone: 603-778-8856

Reservation Information:

Type of Event/Meeting: Seacoast Photographers Group Meeting Date: 3rd Thurs. of each Month

Times of Event: 6-9PM Times needed for set-up/clean-up: Incl

of tables: 0 # of chairs: 50

List materials being used for this event: Chairs, screen

Will food/beverages be served? Rarely Description: Monthly meeting of SAA Photo Group

Requirements:

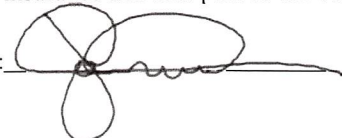
Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared 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.

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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:  Date: 15-April-2015

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

Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: April 17th, 2015

Updates

Completed Stadium Well Lease Agreement with Town Counsel and DPW.

Attended Economic Development Commission meeting, April 7th.

Attended Seacoast Business Expo with EDC and BOS members, April 8th.

Reviewed Parks/Recreation Needs Assessment Draft Report with UNH Professor Bob Barcelona, Parks/Recreation Director and Assistant Director, April 9th.

Worked through issues related to proposed GSGT gas line easement with Town Counsel.

Met with auditors to review field work regarding 2014 audit.

Review of process issues related to HDC and code enforcement regarding Water Street redevelopment (old Loaf and Ladle building).

Attended Board of Selectmen goal setting session on April 11th.

Leadership Seacoast Roundtable on Economic Development, April 15th.

Chamber of Commerce Forums Committee Meeting, April 15th.

Chamber of Commerce Monthly Meeting, April 17th.

Other

1. Review Monthly Department Reports
2. Continued review of Department annual goals (March to March)
3. Completed review of townwide facilities plan proposals with DPW
4. Plan for Upcoming Projects – FY15
5. New Hire(s) – FT Dispatcher
6. Resignations – PT Vehicle/Maintenance Laborer
7. Citizen requests/complaints – recycle bins in street – Meadowwood; children skateboarding on Swasey Parkway.
8. Tax issues – deeding/late tax issues, camper tax issues.

Upcoming Calendar

1. BOS Regular Meeting – April 20th

2. Town Election – April 28th
3. BOS Regular Meeting – May 4th
4. BOS Regular Meeting – May 18th

LEGISLATIVE BULLETIN

Bulletin #16

2015 Session

April 17, 2015

INSIDE THIS ISSUE:

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Legislators Against Downshifting	5
House and Senate Calendars	6
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NHMA Webinar, Local Officials Workshops	8

**NHMA Government Affairs
Contact Information**

Judy A. Silva
Executive Director

Cordell A. Johnston
Government Affairs Counsel

Barbara T. Reid
Government Finance Advisor

Timothy W. Fortier
Communications & Member
Services Coordinator



25 Triangle Park Drive
Concord, NH 03301
Tel: 603.224.7447/Fax: 603.415.3090
NH Toll Free: 800.852.3358

Email: governmentaffairs@nhmunicipal.org
Website: www.nhmunicipal.org

Phony Telco Numbers Explained

“Everyone is entitled to his own opinion, but not his own facts.”
— Daniel Patrick Moynihan (attributed)

The Senate Ways & Means Committee is likely to take up **HB 547**, which establishes a valuation formula for taxing telephone poles, when it meets next Tuesday, April 21. ***Please urge committee members and your own senator to oppose HB 547.***

Two weeks ago, we called attention to the numbers that FairPoint was citing for its claim that municipalities were assessing its poles erratically. The company claimed that its poles had been assessed at an average of \$6,865 in Groton, \$5,365 in Derry, and \$2,400 (or sometimes \$2,489) in Lempster, while they were assessed at just a few hundred dollars in other municipalities. We had checked with the assessors for those three municipalities and discovered that the poles had actually been assessed at \$623 in Groton, \$713 in Derry, and \$962 in Derry.

Subsequently, in our continuing search for an explanation, we asked a representative of FairPoint where the company came up with its numbers. We never did get an answer for Groton or Derry, but we did for Lempster.

First, the factual background. The town’s tax warrants—public records available to anyone—for the years 2011 through 2014 show the following total assessments for FairPoint’s property:

Year	Assessment
2011	\$1,401,500
2012	1,321,500*
2013	283,000
2014	283,000

* Subsequently abated to \$786,000

Telco Numbers - continued

In 2011, the assessors were unable to obtain information about the poles from FairPoint, so they had to estimate the number of poles based on miles of road. They initially did the same for 2012, resulting in a comparable assessment. The 2011 and 2012 assessments included poles (based on the estimate), conduits, and use of the right-of-way. When the assessors eventually obtained accurate pole information from FairPoint, they corrected the number of poles and adjusted the 2012 assessment downward to \$786,000 (again, including poles, conduits, and right-of-way), and the town refunded the company's overpayment. This is also a matter of public record.

In 2013 and 2014, because FairPoint was suing over the taxation of the use of the right-of-way, the town removed the right-of-way value, dropping the assessment by \$503,000. Thus, the 2013 and 2014 assessments include only poles and conduits. The appraisal cards and the tax warrants for those year clearly show that the poles were appraised at \$253,162 and the conduits at \$29,853, for a total (rounded) of \$283,000. Based on 355 poles, this equates to \$713 per pole.

Rather than look at the tax records—or, say, its own tax bills—to see how the poles were actually assessed, FairPoint did its own calculation for the purpose of making its argument to the legislature. Because the town in 2011 and 2012 did not break down the assessment as among poles, conduits, and right-of-way, the company assumed a statewide average “pole and conduit to ROW ratio” of 66.2 percent for poles and conduits and 33.8 percent for right-of-way. It then applied 66.2 percent to an assessment of over \$1.3 million to arrive at a total pole value of approximately \$883,000 (conveniently allocating nothing to conduits), and divided that number by the total number of poles (355) to conclude that the town was appraising the poles at an average of \$2,489.

There are a few problems with that. First, FairPoint knew that its assessment had been reduced to \$786,000 once the town obtained the correct pole information, so the \$1.3 million assessment was irrelevant. Second, FairPoint knew that the poles and conduits were nowhere close to 66 percent of the total value, because when the town decided to tax only the poles and conduits, the assessment dropped from \$786,000 to \$283,000. And, of course, there is the little matter of the 2013 and 2014 appraisal cards, which clearly show a total pole value of \$253,162, for a per-pole value of \$713.

Perhaps FairPoint could claim a basis for using this calculation in 2011, when the total assessment did exceed \$1.3 million and there was no breakdown of poles, conduits, and right-of-way. But the company had to know by 2013, at the very latest, that its poles had never been assessed at anything close to \$2,400. Nevertheless, two years later the company's New Hampshire president repeatedly told the legislature that Lempster was assessing its poles at \$2,400 or more.

When we pointed out FairPoint's grossly inaccurate claims two weeks ago, we said that “we assume they indicate mistake, not deceit.” It is becoming harder to maintain that belief. In any event, somebody's got some splainin' to do.

Telco Numbers - continued

At the Senate hearing on **HB 547**, several people suggested that if the Senate believes there is a problem with pole valuation, it should refer the matter to the Assessing Standards Board (which, as we mentioned before, has voted unanimously to oppose **HB 547**). FairPoint said there is no need for the ASB to get involved—because FairPoint has it all figured out! If the company can't even understand its own tax bill, we submit that it should not be put in charge of establishing assessing methodologies for local assessors.

The entire premise for this bill was FairPoint's claim that assessors were assigning random, arbitrary, and sometimes outrageous values to telephone poles. It is now clear that the outrageous numbers were not the products of local assessments at all, but were concocted by FairPoint. When the foundation for a bill evaporates, the bill should go with it. ***Again, please contact your senators to make sure they understand that FairPoint has misled the legislature, and urge them to kill HB 547.***

Contact Senators About Utility Valuation

The Senate Ways and Means Committee is also likely to vote on **HB 192**, **NHMA's policy bill** relative to valuation of utility property, on Tuesday. We wrote about this bill in *Bulletins #12* and *#13*. ***Please contact members of the committee and your own senator and urge them to support HB 192 !***

SB 2 Voting Bill Creates Problems

The House Municipal and County Government Committee will hear testimony next week on **SB 242**, which would make a significant change in how budgets are approved in official ballot referendum (SB 2) towns. Under the bill, if the town's proposed operating budget is amended at the deliberative session, the (pre-amendment) operating budget will be placed on the ballot, followed by a separate article for each amendment. Thus, the voters at the second session would vote first on the original budget and then on any amendments that were adopted at the deliberative session. If the original budget does not pass, the amendment questions become moot and the town is left with the default budget. If the budget does pass, then the votes on each amendment would be counted, and any amendments that pass will be applied.

The stated rationale for the bill is that extremely few voters attend the deliberative session, so most voters never get to consider the amendments that are approved at that session. We understand the concern, but unfortunately, this is not the way to address it.

Most legislators will quickly appreciate the conundrum that would be created by voting on a principal motion before voting on amendments to the motion. No one can know how to vote on the principal motion without knowing how the motion may ultimately be amended. That is why, in any session at the legislature or anywhere else (including town meeting), all amendments to a motion are voted on before the main motion is put to a final vote.

SB 2 - continued

In the context of an SB 2 town meeting, assume the following:

- The default budget is \$10 million.
- The proposed operating budget is \$11 million.
- At the deliberative session, the proposed budget is amended down to \$9 million.

Under **SB 242**, the voters at the second session will vote first on the proposed budget of \$11 million, then they will vote on whether to cut that budget to \$9 million. If the first vote fails, the votes on the amendment won't be counted, and the default budget of \$10 million will take effect.

So, if you want the \$11 million, how should you vote? You would vote yes on the budget, and vote no on the amendment, right? Except that if the budget passes, there is a possibility that the amendment will also pass, and you'll be stuck with a \$9 million budget—so perhaps it would be better to vote no on the budget and settle for the default budget.

Or, if you want the \$9 million budget, you might want to vote yes on the budget and then vote yes on the amendment. Except that the budget may pass and the amendment may fail, leaving you stuck with an \$11 million budget—so, again, perhaps it would be better to vote no on the budget and settle for the default budget.

And that is a simple hypothetical. There are any number of variations that could make the situation more complicated. What if the deliberative session first adopted an amendment to increase the budget by \$100,000, then adopted an amendment to decrease the new total by \$50,000, and a third to increase it by \$200,000? Under the bill, all of the amendments would go on the ballot.

In short, this is a formula for mass confusion. Despite good intentions, the bill simply will not work. We believe members of the committee will understand this, but it would not hurt for local officials to contact them.

NHMA Policy Bills in Senate

Two **NHMA policy bills** will have hearings in the Senate next week:

- On **Tuesday, April 21, at 9:15 a.m., in State House Room 100**, the Senate Judiciary Committee is scheduled to hear testimony on **HB 285**, which, as amended by the House, allows public bodies to enter non-public session to consider correspondence from legal counsel. As originally drafted, the bill would have added the consideration of such correspondence to the definition of “consultation with legal counsel,” so it could be accomplished in a “non-meeting.” We still believe that is a better approach, but the bill as amended by the House is still an improvement over existing law.

NHMA Policy Bills- continued

- Also on **Tuesday, at 1:00 p.m., in LOB Room 103**, the Senate Transportation Committee is scheduled to hear testimony on **HB 130**, which allows the use of one rear-facing blue light on municipally owned emergency vehicles such as fire trucks and ambulances.

Please contact committee members or attend the hearings to support these bills if you are interested.

Accessory Dwelling Units

As we mentioned last week, the hearing on **SB 146**, relative to accessory dwelling units, has been scheduled for a hearing before the House Municipal and County Government Committee on **Tuesday, April 21, at 10:30 a.m., in LOB Room 301**. We wrote about this bill in Bulletin #12. If you have an opinion about the bill, either positive or negative, consider contacting the committee or attending the hearing.

Coalition of Legislators Against Downshifting

On Wednesday, NHMA staff were invited to give a presentation to the newly formed Coalition of Legislators Against Downshifting (CLAD). Despite competition from another presentation (that one offering a free lunch!) we were most impressed that over 40 legislators crowded into the room to hear our report and discuss the issue of downshifting. It was a bipartisan group, although a bit light on one side, which was the only thing that we found disappointing, as downshifting affects the local property tax payers in every municipality.

We shared much of the same information with legislators that we have presented in the Legislative Bulletin, including the overview of budget cuts provided in Legislative Bulletin 13, the budget numbers chart provided in Legislative Bulletin 14, and the list of estimated reductions in state aid by municipality.

The budget is a complicated document, and it isn't always what it appears to be without a thorough review and an understanding of context. The state aid numbers can also be less than straightforward, and we appreciate the opportunity to speak with legislators who are concerned about the property tax burden downshifting imposes on constituents.

HOUSE CALENDAR
Joint House/Senate Meetings Are Listed Under This Section

TUESDAY, APRIL 21

ELECTION LAW, Room 308, LOB

11:00 a.m. Public hearing on a non-germane amendment to **SB 39**, relative to recounts on questions. The proposed amendment requires notice to voters requesting a recount on certain local questions and public posting of notice of the time and place of the recount. This bill also eliminates the requirement that photographs be taken by the moderator of voters who do not present identification be in color. Copies of the amendment are available in the Sergeant-at-Arms' office and online.

FINANCE, Representatives Hall, State House

1:00 p.m. **SB 30-FN-L**, permitting counties with unincorporated areas to establish tax increment financing districts. The public hearing will include consideration of a non-germane amendment which relates to the Business Finance Authority's ability to guarantee bonds. Copies of the amendment are available in the Sergeant-at-Arms' office and online.

MUNICIPAL AND COUNTY GOVERNMENT, Room 301, LOB

10:15 a.m. **SB 242-L**, relative to amending the budget in towns that have adopted official ballot voting.
 The public hearing will include consideration of a non-germane amendment which ratifies the result of a warrant article in the town of Franconia. Copies of the amendment are available in the Sergeant-at-Arms' office and online.

10:30 a.m. **SB 146**, relative to accessory dwelling units.

TRANSPORTATION, Room 203, LOB

11:00 a.m. **SB 234**, establishing a committee to study the use of law enforcement details and flaggers for traffic control on municipally maintained roads.

TUESDAY, APRIL 28

WAYS AND MEANS, Room 202, LOB

10:00 a.m. Continued public hearing on **SB 213-FN-A-L**, establishing a committee to study the formula for distribution of meals and rooms tax revenues.

SENATE CALENDAR

TUESDAY, APRIL 21

JUDICIARY, Room 100, SH

9:00 a.m. **HB 108-FN**, relative to sealing nonpublic session minutes.
 9:15 a.m. **HB 285**, relative to discussion with legal counsel under the right-to-know law. **NHMA Policy**.

TRANSPORTATION, Room 103, LOB

1:00 p.m. **HB 130**, relative to the use of blue lights on emergency vehicles. **NHMA Policy**.

Senate Calendar- continued

WEDNESDAY, APRIL 22

EXECUTIVE DEPARTMENTS AND ADMINISTRATION, Room 101, LOB
9:30 a.m. **HB 463**, relative to state agency communications.

HOUSE FLOOR ACTION

Wednesday, April 15, 2015

SB 20-FN-L, (New Title) establishing a commission on historic burial grounds and cemeteries. **Passed with Amendment.**

SB 38, establishing a commission to develop a land conservation plan. **Passed with Amendment.**

SB 44, relative to nonpublic sessions of public bodies under the right-to-know law. **Passed.**

SB 54, relative to property tax payments by therapeutic cannabis alternative treatment centers. **Passed.**

SB 74, establishing a committee to study reducing the cost of county government. **Inexpedient to Legislate.**

SB 97, authorizing municipalities to adopt ordinances to regulate stormwater to comply with federal permit requirements. **Passed with Amendment.**

SB 98, relative to third party review required by the planning board. **Passed with Amendment.**

SB 143, relative to defining phased development. **Passed.**

SB 191-FN, relative to the use of the state's procurement card services. **Passed. Referred to F-H.**

SENATE FLOOR ACTION

There is no Senate floor action to report this week.

NHMA Webinar

NHMA Webinar - It's All About the People

Event Date: Wednesday, May 20, 2015

Time: 12:00 PM - 1:00 PM

Contact: NHMA (603) 224-7447 Ext. 3408

The success of local government rests on the shoulders of local officials, employees, and volunteers, from select boards and department heads to planning board members and seasonal employees. This means that each city and town must strive to build a strong and effective team, which is not always easy to do. So take a break with Legal Services Attorneys Stephen Buckley and Margaret Byrnes to talk about the variety of issues that arise when you are trying to recruit, hire and retain that team, including New Hampshire employment law, volunteerism, best practices, and more.

This webinar is open to members of the New Hampshire Municipal Association.

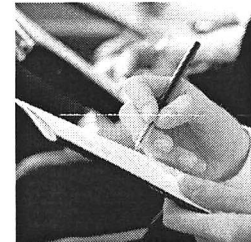
[Click here to register before May 19](#)

2015 Local Officials Workshops

Presented by NHMA's Legal Services attorneys, the 2015 *Local Officials Workshops* provide elected and appointed municipal officials with the tools and information needed to effectively serve their communities.

This workshop is **for NHMA members only**. Although there is no registration fee, online pre-registration is required one week prior to the event date. Attendees will receive a copy of NHMA's 2015 edition of *Knowing the Territory*. Continental breakfast and lunch will also be provided.

Wednesday, April 22:	Durham Public Library, Durham
Saturday, April 25:	Antioch University New England, Keene
Friday, May 15:	Conway Professional Development Center, Conway
Saturday, May 16:	Bethlehem Town Hall, Bethlehem
Saturday, May 30:	NHMA Offices, 25 Triangle Park Drive, Concord



Each workshop runs from 9:00 am – 3:00 pm. For more information, or to register online, please visit www.nhmunicipal.org and click on Calendar of Events. If you have other questions, please contact us at 800.852.3358, ext. 3350, or email nhmaregistrations@nhmunicipal.org.



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

April 10, 2015

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

Ref: April 8th, Private SSO Event within the Town of Exeter, NH; NPDES Permit# 0100871

Dear Ms. Hilton:

There was a sanitary sewer overflow (SSO) event reported to the Town approximately 11:30 a.m. Wednesday, April 8, 2015 by Carl Murphy, Facility Supervisor for the *Langdon Place at Exeter Senior Living Community Complex* located at 17 Hampton Road. The duration is unknown but apparently long term; the Town's Senior Wastewater Operator estimated approximately 5 gallons per minute. Felix Septic Service was hired by the property owner/operator, Genesis Health Care, who used a vactor/jet truck to clear an apparent blockage of grease early the following day. The SSO has been flowing approximately 500 feet down slope to the Town 15" cross-country sewer interceptor, the stream essentially followed the facility 8" sewer service route (please find GIS print out, aerial map and pictures attached). A copy of the Town Sewer Overflow Response Plan (SORP) was provided, however the site will be cleaned up by an environmental contractor and the Town will continue to monitor the project. The SSO did not flow to a Town storm water catch basin or directly to a receiving stream-the area is a forest and has some wetlands.

Town staff observed a partial camera inspection, performed by Felix Septic, of the sewer service immediately behind the buildings and a few feet downstream of manhole #1372 (where the SSO was observed). It was noted that the 8" SDR 35 was "egged" or partially crushed, misalignment at Fernco couplings and the pipe was apparently being pushed upward at spots. The Vice President of Environmental Services & Property Management, Jim Noddin and Carl Murphy were very responsive to resolving the event and in cooperating with the Town. Upon further review of an inspection DVD, we will require a new or fully corrected sewer service. In addition, Town staff will also inspect the facility for grease interceptors and provide outreach education by providing copies of NHDES "What's Flushable" fliers.

Contact Information Langdon Place of Exeter:

- 1) Jim Noddin: Tel: (978) 247-5015; Cell: (603) 502-7464, Jim.Noddin@genesishcc.com
- 2) Carl Murphy: Cell: (603) 320-1458; Carl.Murphy@genesishcc.com

Sincerely,

Michael Jeffers

Page 2 of 2
Ms. Joy Hilton
January 15, 2013

Water & Sewer Managing Engineer
Town of Exeter

Cc: Tracy Wood, NHDES
Jennifer Perry, Public Works Director
Scott Butler, Senior Operator
Steve Dalton, Operator
Jim Noddin, Genesis
Carl Murphy, Genesis



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



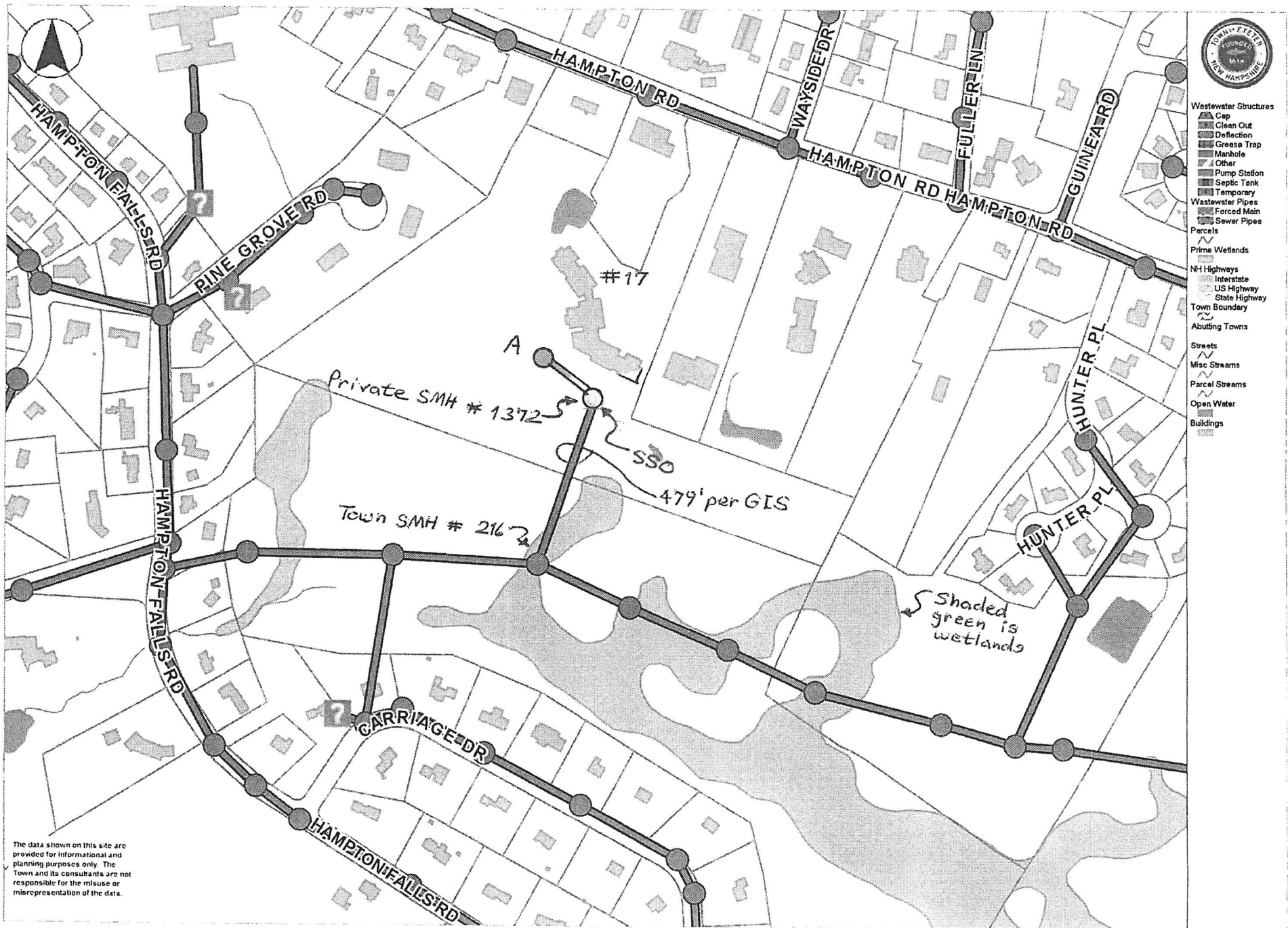
480

960 ft

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- Waterway Structures
- Open O2
- Sanitation
- Gas Trap
- Manhole
- Other
- Pump Station
- Septic Tank
- Waterway Pipes
- Waterway Structures
- Waterway Pipes
- Waterway Structures
- Parcel w/Octric
- NH Highways
- Interstate
- US Highway
- State Highway
- Town Boundary
- Adjoining Towns



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7/2 Photos

- Town of Exeter
- Private SSD @ "Langdon Place at Exeter", 17 Hampton Rd.
- April 8, 2015
- SSD plume ~ 500' south to Town's 15" interceptor Row.
- 8" blockage cleared by Felix Septic on April 9, 2015



IMG_20150408_123430.jpg

4/9/2015

2/2 Photos

- Town of Exeter
- Private SSO @ "Langdon Place" at Exeter¹⁷ Hampton Road.
- April 8, 2015
- SSO plume (through forest) ~ 500' south to Town's cross-country 15" interceptor ROW.
- Blockage in 8" sewer cleared by Felix Septic ~ 9:20 AM on April 9, 2015





EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

April 10, 2015

United States Environmental Protection Agency
Region I – New England
5 Post Office Square – Suite 100
Boston, MA 02109-3912
Attn: Joy Hilton, Water Technical Unit (Mail Code: OES04-3)

Re: **NPDES Permit No. NH0100871**
Administrative Order on Consent Docket No. 13-010
Quarterly Progress Report, 4th Quarter, 2014, Seventh Report

Dear Ms. Joy Hilton:

This report is being made in accordance with the Administrative Order on Consent, Section IV.C., for the first quarter period of January 1, 2015 to March 31, 2015.

Per Section IV.C.1.a., activities undertaken during this reporting period directed with achieving compliance with this Order include:

- On March 23rd the Board of Selectmen voted to approve the draft *Engineering Design Phase Contract for Professional Services for Treatment Works* at \$3,211,300. The contract is under legal review prior to signatures. A dual-track approach of both an on-site new treatment facility and regional treatment will be pursued.
- On March 10th a conference call with EPA, NHDES, Wright-Pierce Engineering and Town staff to discuss the submitted 2014 Annual Nitrogen Report.
- Final draft of Wright-Pierce's *Wastewater Facilities Plan* was approved upon Town review.
- On January 14th a special joint meeting of the Town Board of Selectmen and Water & Sewer Advisory Committee was held. Underwood Engineers did a power point presentation of their "Regional Waste Water Disposal Options". This meeting was televised on the Town channel and open to the public.
- The Town continues to participate in WISE (Water Integration Squamscott (River) Exeter), principal members are Rob Roseen and Renee Bourdeau, both of Geosyntec.

- Wright-Pierce Engineering activities completed for the Town's Wastewater Facilities Plan in the past quarter:
- All dates are 2015, unless otherwise noted.
- Prepared for and attended meetings with Town staff to collect information related to the TN annual report (January 8 and 15)
- Attended joint Water & Sewer Advisory Committee and Board of Selectmen meeting to listen to the Underwood Engineers presentation regarding the Pease WWTF regional option (January 14).
- Prepared draft TN annual report (January 23), including coordination with Geosyntec for information from the WISE project.
- Finalized to address Town comments and submitted TN Annual Report to EPA and DES (January 30).
- Attended City of Portsmouth presentation regarding Pease WWTF regional approach (via internet video, January 20). Coordinated with Town staff regarding applicability to Exeter.
- Developed a task list for design phase activities which can be implemented in a dual-track approach (January 26).
- Coordinated with Town staff regarding press articles published regarding Exeter as well as Pease WWTF alternatives.
- On-going coordination with WWTF influent sampling program.
- Coordinated with Town staff.
- Prepared for and attended the first PTAPP meeting hosted by NHDES (Feb 3).
- Received and reviewed written comments provided by the Water and Sewer Advisory Committee (Feb 6).
- Coordinated with DPW regarding regional cost evaluations.
- Prepared for and attended coordination meeting with DPW and Geosyntec to discuss cost implications related to non-point source nitrogen management (Feb 11).
- Prepared memorandum regarding potential future effluent limits at the Exeter WWTF and the Pease WWTF (Feb 11).
- Developed wastewater flow estimates for the potential Epping Road TIF District (Feb 18).
- Prepared for and attended WISE meeting for presentation of findings (Feb 19).
- Prepared for and attended meeting hosted by Exeter regarding the potential Pease regional WWTF option (Feb 24).
- Developed a task list for updating the Wastewater Facilities plan.
- On-going coordination with WWTF influent sampling program.
- Coordinated with NHDES regarding PTAPP.
- Prepared for and attended Town/EPA conference call regarding TN Annual Report (Mar 10).
- Prepared and submitted final Wastewater Facilities Plan (Mar 23).
- Prepared for and attended the second PTAPP meeting hosted by NHDES, including presenting Exeter's approach to TN tracking (Mar 24).
- Coordinated with DPW regarding final adjustments to the final plan, to be addressed as soon as possible for distribution to the Town, EPA and NHDES.

- Updated the Town TN tracking form and created a 'definitions' package to go with it. Completed the form using a project which is currently undergoing Planning Board review. Coordinated with DPW staff.
- On-going coordination with WWTF influent sampling program.
- Coordinated with Town staff.

Per Section IV.C.1.b., no plans, reports or other deliverables required by this order were completed or are submitted during this reporting period, with the exception of DMRs.

Per Section IV.C.1.c., expected activities to be taken during the next quarter to achieve compliance with the Order include:

- Signing of the *Engineering Design Phase Contract for Professional Services for Treatment Works* upon completion of the Town's legal review.
- During the second quarter of 2015 the final draft of the *Wastewater Facilities Plan* by Underwood Engineers will be mailed to NHDES and EPA.
- Weekly 24-hour composite total nitrogen final effluent sampling will resume. The Town continues to report (on the DMR), monthly average, daily max loadings and daily max concentrations for total nitrogen.

Please call if you have any questions or need any additional information.

Sincerely,

Town of Exeter, New Hampshire



Michael Jeffers
Water & Sewer Managing Engineer

- cc. Tracy Wood, P.E., NHDES Wastewater Engineering Bureau
Russell Dean, Town Manager
Jennifer Perry, DPW Director
Paul Vlasich, P.E., Town Engineer
Michael Jeffers, Water & Sewer Managing Engineer
Scott Butler, Senior Operator