

**Exeter Board of Selectmen Meeting
Monday, June 1st, 2015, 7:00 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Bid Openings/Awards – Town Office Wiring, Snow Go Resolution, Street Sweeper, Stadium Well Construction
3. Public Comment
4. Minutes & Proclamations
 - a. Proclamations/Recognitions
 - b. Regular Meetings: May 18th, 2015
5. Appointments
6. Discussion/Action Items
 - a. New Business
 - i. Gilman Street Agreement
 - ii. Wastewater Facility Design/Engineering BAN
 - iii. Lincoln/Water/Tremont/Daniel Water/Sewer Design Agreement
 - iv. Exeter Mills Release of Water Rights Agreement
 - v. Townwide Facilities Plan Agreement
 - vi. Economic Development Agreement
 - vii. TIF Advisory Board
 - b. Old Business-
 - i. Sportsmen’s Club Update
 - ii. Wastewater Facility Update
7. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report
 - d. Selectmen’s Committee Reports
 - e. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Julie Gilman, Chairwoman
Exeter Selectboard

Posted: 05/29/15 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

Memo

To: Russell Dean, Exeter Town Manager
Town of Exeter, Board of Selectmen
Thru: Jennifer Perry, Public Works Director
From: Kevin Smart, Maintenance Superintendent
Date: 20 May 2015
Re: Town Office Electrical Upgrade 2015

Pursuant to the bid opening of 18 May 2015 for the "Town Offices Electrical Upgrade 2015" the bids submitted;

- Dependable Controls Services, Inc, 15 Whitaker Road, Suite 3 Seabrook, NH \$70,714.00
- Reilly Electrical Controls, Inc, 121 Lafayette Road, North Hampton, NH \$66,600.00

The low bidder, Reilly Electrical Controls, Inc was in attendance at the mandatory pre-bid meeting held April 18, 2015, and is fully aware of the occupant and operational electrical distribution needs during the upgrade. Reilly Electrical Controls, Inc has been found to be in complete conformance with the Project Manual, including specifications for The Exeter Town Offices Electrical Upgrade 2015, and is in good standing with the State of NH, Secretary of State, Corporate Division. For these reasons it is recommended that the project be awarded to Reilly Electrical Controls, Inc.

Schedule No. 03
EXHIBIT E

May 5, 2015

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of October 1, 2011, between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and Schedule No. 03 thereto dated as of May 5, 2015.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- 1. Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 03 dated as of May 5, 2015 to the Master Lease Purchase Agreement dated as of October 1, 2011, between **Town of Exeter (Lessee) and Tax-Exempt Leasing Corp. (Lessor)**.
- 2. Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

In addition to the Authorized Individual(s) above, the Governing Body of Lessee further authorizes the following individual to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate:

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute any Payment Request and Partial Acceptance Certificate and/or Final Acceptance Certificate)

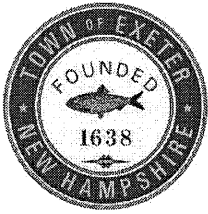
- 3. Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body, who is not listed as "Authorized Individual" above)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)



EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

www.exeternh.gov/publicworks

DATE: May 29, 2015
TO: Russell J. Dean, Town Manager
FROM: Jay Perkins, Highway Superintendent
RE: Street Sweeper Bid Recommendation
Consultant Award Recommendation

The Department of Public Works (DPW) requested cost proposals from three companies for the purchase of a new street sweeper. This is to replace the existing street sweeper, which was approved at the March 2015 town election under Article 24. The article allowed for the purchase of a street sweeper at a cost of \$267,677 to be paid over 5 years. Below is a list of the companies and their proposed costs, including trade-in of the existing sweeper, which were received on or before the deadline of May 8, 2015:

<u>Company</u>	<u>Proposed Cost</u>
C.N. Wood Co., Inc.	\$225,000
Donovan Equipment Co., Inc.	\$209,000
H.P. Fairfield, LLC	\$239,815

The costs provided (attached) are for comparable equipment based on specifications requested by the Department for a sweeper with the most modern technology available. The specifications included replacement parts and manuals. The bids were reviewed and the Department determined Donovan Equipment was the low bidder. As part of the contract negotiations, Donovan was asked to modify their cost to include the parts and manuals that were inadvertently left out of the bid. **The revised cost is \$219,823**, which still makes them the low bidder.

Last year the NH Department of Environmental Services (NHDES) approved the Town's application for a loan from the Clean Water State Revolving Loan Fund (CWSRF). The loan was for up to \$235,000, with 20% principle forgiveness. Based on the low bidder's cost, the forgiveness will be \$43,963. The term of the loan will be 5 years, with a charge rate of 0.9900%.

The Department recommends entering into a contract with NHDES for the SRF loan and with Donovan Equipment for the purchase of the street sweeper and associated parts for \$219,823.



QUOTATION

6 ENTERPRISE DRIVE
LONDONDERRY, NH 03053
PHONE: 603-669-2250
FAX: 603-669-0501

QUOTE / ORDER # WTL422151

DATE: 4/22/15

CUSTOMER: EXETER NH DPW
CONTACT: JAY PERKINS
10 FRONT STREET
EXETER, NH. 03833

TRUCK INFO:
YEAR: 2015
MODEL: 4300-M7
TRANS: Auto
BODY COLOR: White

PHONE: 603-778-0519
FAX: 603-772-1355

Thank you for your inquiry. We are pleased to offer the following proposal:

One new TYMCO 600 COMDEX Regenerative Air Sweeper mounted on a 2015 Navistar 4300 M7 6 speed automatic transmission with single speed rear axle chassis (31,000 lb GVW) complete with the following:

Chassis:

Air conditioning, dual steering, dual instrumentation, dual air ride seats, air dryer, electric remote controlled heated west coast mirrors, am/fm radio, 12" parabolic mirrors, four amber strobes and two stop/turn/tail lights, back up alarm, two rear flood lights, amber high power strobe light, fire extinguisher, hazard reflector kit and operator's manual.

Sweeper:

John Deere auxiliary turbo charged engine (99 H.P.) engine protection system for high temp low water and low oil, fuel water separator, severe weather wiring package, abrasion protection package, low emissions package, amber high power strobe light, auxiliary hydraulic system, rubber lined stainless steel blower housing, rubber coated blower wheel, linear controlled blower speed, broom assist pick up head, curtain lifter, duo skids, reverse chains, pressure transition clean out port, suction inlet wear flange with bolt in liners, pressure bleeder door with control in cab, 6 cubic yard hopper constructed of all stainless steel, steel hopper drain, stainless steel hopper screen, hopper deluge, stainless steel high capacity dust separator, dump switch in cab, dual gutter brooms with hydraulic tilt and drop down feature with one flood light per side, gutter broom speed control, 330 gallon water tank, 20' water fill hose with 2-1/2" coupling, high output water system, hi/low wash down, hand gun with 3/4" hose, AOD water pump, air purge system, hydraulic controlled catch basin cleaner with two 48" extensions, two quick disconnect couplers, hydrant wrench and a one year or 1,000 hour full machine warranty.

Net Total:	\$235,000.00
Trade In: (Tenant Centurion)	\$ 26,000.00
Net Total Delivered:	\$209,000.00

Delivery:

Approximately 60 to 90 days

QUOTATION GOOD FOR 30 DAYS

QUOTED BY: Warren T. Leonard



QUOTATION

6 ENTERPRISE DRIVE
LONDONDERRY, NH 03053
PHONE: 603-669-2250
FAX: 603-669-0501

QUOTE / ORDER # WTL529151

DATE: 5/29/15

CUSTOMER: EXETER NH DPW
CONTACT: JAY PERKINS
10 FRONT STREET
EXETER, NH. 03833

TRUCK INFO:
YEAR: 2015
MODEL: 4300-M7
TRANS: Auto
BODY COLOR: White

PHONE: 603-778-0519
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Sweeper:

John Deere auxiliary turbo charged engine (99 H.P.) engine protection system for high temp low water and low oil, fuel water separator, severe weather wiring package, abrasion protection package, low emissions package, amber high power strobe light, auxiliary hydraulic system, rubber lined stainless steel blower housing, rubber coated blower wheel, linear controlled blower speed, broom assist pick up head, curtain lifter, duo skids, reverse chains, pressure transition clean out port, suction inlet wear flange with bolt in liners, pressure bleeder door with control in cab, 6 cubic yard hopper constructed of all stainless steel, steel hopper drain, stainless steel hopper screen, hopper deluge, stainless steel high capacity dust separator, dump switch in cab, dual gutter brooms with hydraulic tilt and drop down feature with one flood light per side, gutter broom speed control, 330 gallon water tank, 20' water fill hose with 2-1/2" coupling, high output water system, hi/low wash down, Cat belt drive high pressure water pump, 50' retractable hose reel with 2 extensions, air purge system, wireless controlled catch basin cleaner with two 48" extensions, two quick disconnect couplers, hydrant wrench and a one year or 1,000 hour full machine warranty.

Net Total:	\$235,000.00
Trade In: (Tenant Centurion)	\$ 26,000.00
Net Total Delivered:	\$209,000.00

Delivery:

We currently have a unit being built the second week of June and should ship sometime the first week of July.

Additional items: (priced separately)

Qty

- 1 - Primary air filter
- 1 - Secondary air filter
- 1 - Oil filter for aux. engine

- 1 - Fuel filter for aux. engine
- 2 - Hydraulic filter
- 1 - Curtain set
- 1 - BAH broom
- 2 - BAH Skid shoe
- 2 - Gutter broom
- 2 - HD Suction hose
- 4 - HD Suction hose clamp
- 2 - Liner for inner wall
- 1 - Liner for rear wall
- 1 - Liner for outer wall
- 1 - Oil filter for truck engine
- 1 - Fuel filter
- 1 - Air filter
- 1 - Air filter
- 1 - Fuel separator
- 1 - Gasket
- 1 - 3 Camera system installed
- 1 - Spare tire with rim
- 1 - Chassis parts manual on disc
- 1 - Chassis manual on disc
- 1 - Allison parts/service manual
- 1 - John Deere parts/service manual
- 1 - John Deere remote oil filter assembly mounted on side of sweeper

Net total for additional items: \$10,823.00

QUOTATION GOOD FOR 30 DAYS

QUOTED BY: Warren T. Leonard



Russ Dean <rdean@exeternh.gov>

Street Sweeper loan

Jennifer Mates <jmates@exeternh.gov>

Fri, May 29, 2015 at 1:04 PM

To: Russ Dean <rdean@exeternh.gov>, Sheri Riffle <sriffle@exeternh.gov>, Jennifer Perry <jperry@exeternh.gov>, Jay Perkins <jperkins@exeternh.gov>, Doreen Ravell <dravell@exeternh.gov>

Hi Russ,

Can you please add the DES SRF loan for the Street Sweeper to Monday's agenda? We were approved for funding of up to \$235,000 with 20% principle forgiveness from the Clean Water SRF program for stormwater. The completed loan application is due by 6/30/15, which includes a statement that the following motion was approved by the BOS. Jennifer will be there to discuss.

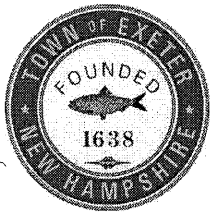
Official Motion: Motion by Selectman _____, "to enter into and approve a loan agreement with the New Hampshire Department of Environmental Services for up to \$235,000.00 to the Town of Exeter and to authorize Town Manager, Mr. Russell Dean, to sign paperwork associated with such agreement on behalf of the Town", Selectman _____ seconds the motion.

Please let me know if you need anything else.

Thanks,
Jen

Jennifer Mates, P.E.
Assistant Town Engineer
Public Works Department
13 Newfields Road
Exeter, NH 03833
(603) 418-6431
jmates@exeternh.gov

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EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

DATE: May 29, 2015

TO: Russell Dean, Town Manager
Board of Selectmen

FROM: Jennifer R. Perry, Public Works Director

RE: Updated Recommendation of Award: Lary Lane Groundwater Treatment Plant
Contract 2014-1 - Stadium Well

The Town awarded the base bid of \$3,873,200 to Apex Construction, Inc, in March 2014 for construction of the Lary Lane Groundwater Treatment Plant. As negotiations were ongoing at that time with Phillips Exeter Academy regarding Stadium Well, the award of Alternate A, which represented the Stadium Well work, was postponed.

With the recent completion of negotiations and signing of the final agreement between the Town and the Academy regarding access and use of the Stadium Well, the Public Works Department is now recommending award of Stadium Well portion of the Groundwater Treatment Plant project to Apex Construction. The original \$300,000 cost for Alternate A is no longer valid as it is over a year old. Apex Construction, Weston & Sampson, and the Town are finalizing a change order for \$459,250 to construct the Stadium Well work. This additional cost is still within the overall budget for the project.

This project is authorized through the \$6.35 million bond warrant article passed at the 2012 Town Meeting. There are adequate funds remaining from previously completed and contracted work and work remaining.

The Public Works Department requests authorization to proceed with the Change Order to Apex Construction, Inc.

Construction of the Lary Lane Groundwater Treatment Plant project began in late May 2014, and is still on schedule for substantial completion in the Fall of 2015 including this work on Stadium Well.

Draft Minutes

Exeter Board of Selectmen

May 18, 2015

1. Call Meeting to Order

Chairwoman Julie Gilman called the meeting to order at 7:00 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Don Clement, Selectwoman Nancy Belanger, Selectwoman Anne Surman, and Selectman Dan Chartrand. Town Manager Russell Dean was also present.

Chairwoman Gilman rearranged the order of the agenda, so Public Comment would come before Bid Openings/Awards, due to the lengthy list of bid openings.

3. Public Comment

Andie Kohler, Town Clerk, awarded the winners of the Top Dog contest. This contest was put in place in an effort to bring awareness for registering your dog. There was a 17% increase in dog registries. She recognized and named several businesses that had donated to the cause. She announced the winners, and reminded there is still time to register your dog. You can register until June 20th to avoid any civil forfeiture costs.

Peter Francese talked about the TIF. He thinks there should be residential housing out there. He talked about how the property taxes would stay within the TIF. He thinks it is nonsense that the potential children that might live in the TIF district are going to significantly raise taxes because of schooling. He said the additional cost for schooling will be zero. He said it is a wash. He talked about the desperate need for families with children. He started a new project that shows families with children are a huge economic booster. Families with children spend money locally. Selectman Chartrand said he was in complete agreement. Mr. Francese said the burden of families with children on property taxes is non-existent. Selectwoman Surman said the notion of the TIF was promote commercial development. She said it makes more sense for the first development out there to be commercial. Mr. Francese agreed that it was the intent, but said it won't be a burden on property taxes to put some residential out there. Vice Chair Clement thanked Mr. Francese, but said there are other statistics to debate about. He said they need to look at the type of development, i.e. age-restrictive housing. He said this debate will evolve. Jerry Hamel said the Junior High and High School is based on per student. As far as the tax impact, he disagreed with Mr. Francese. He said it is misleading to say it's going to cost the taxpayers zero. He said he has some facts that show differently.

Cleo Castonguay, of the Society of St. Vincent DePaul Exeter, talked about their services. He said he lives in a generous community, and the community center is proof of that. He talked about poverty, versus middle class, versus upper class. He said the poverty rate in Exeter is 8-

12%. The Society of St. Vincent DePaul helps ease financial burdens. He gave some statistics from the Society. He said they have no restrictive guidelines. They have helped 15 households from being evicted within the last year. They aided 35 homeless families. They help medically as well. He wanted to spread the word that there is help in town. They have 140 volunteers. He said they are looking for another collaborator to help with dentistry. He invited the BOS to come see the community center and how it is operated. He also thanked the BOS for all their help. Chairwoman Gilman thanked Mr. Castonguay and the Society for their services. She said this place is not just to aid with food, but with medical, tax preparation, etc.

2. Bid Openings/Awards – Town Office Wiring

Chairwoman Gilman read off the following bids for the Town Office Electrical Upgrade:

- | | |
|--|--|
| 1) Reilly Electrical Contractors, Inc. | \$66,600 |
| 2) Dependable Control Services | \$70,714, with a performance bond included of \$2000 |

A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement to refer these bids to DPW for an evaluation and recommendation. Motion carried – all in favor.

Chairwoman Gilman read off the following bids for the Street Sweeper:

- | | |
|---|-----------------------|
| 1) WCN Wood | \$225,000 after trade |
| 2) Donovan Equipment Co. | \$209,000 |
| 3) Howard Fairfield Municipal Specialists | \$239,815 |

A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement to refer these bids to DPW for an evaluation and recommendation. Motion carried – all in favor.

Chairwoman Gilman read off the following bids for a Screener at Simpson Pit:

- | | |
|-------------|-------|
| 1) Bob Webb | \$100 |
|-------------|-------|

A Motion was made by Vice Chair Clement and seconded by Selectwoman Surman to accept the bid of Mr. Webb of \$100. Motion carried – all in favor.

4. Minutes and Proclamations

a. Proclamations/Recognitions

None.

b. Regular Meeting: May 4, 2015

Vice Chair Clement had some amendments. The first was on page 2, paragraph 5. The amendment would change the first two sentences from "...discussion by Selectman Chartrand, who expressed his strong disagreement..." to "...discussion by Vice Chair Clement. Selectman Chartrand expressed his strong disagreement...". The second amendment is on page 6, last paragraph, changing "RJ's" to "Arjay's".

Selectwoman Belanger had an amendment on page 2, paragraph 7, changing "...when the Economic Development Director was hired the Board had been informed of his consulting business and..." to "when the Economic Development Director was hired, the Hiring Committee had been informed, through his resume, of his consulting business and..."

A Motion was made by Vice Chair Clement and seconded by Selectwoman Belanger to approve the minutes of the May 4, 2015 BOS meeting, as amended. Motion carried – all in favor.

5. Appointments

A Motion was made by Vice Chair Clement and seconded by Selectman Chartrand to appoint Christopher Surrette to the Economic Development Commission with a term to expire on April 30, 2018. Motion carried – all in favor.

6. Discussion/Action Items

a. New Business

i) COAST Route 7 Update

Brad Nichols, Executive Director of COAST, gave an update on Route 7. He said they went through the public hearing process and there was a fantastic turnout of riders. He said they listened to compelling stories of riders (a lot of them disabled) who count on COAST for transportation. After this, he said, they went back to the drawing board. COAST is trying to keep communities linked together. They have come up with about 25 different options to do this with this year's budget. A couple options are a fixed rate service or having service just 3-5 days a week versus every day. They are not sure which days they would have, but would like to add Saturday and run from 9:30am-5pm. The bus would make departures every hour, which he says is radically different from now. They have also scoped down the geographical area. They are proposing looking at the focus of ridership for people who want to shop or have a medical appointment, not for employment purposes. The bus can make good connections with the Wildcat Transit, so they are looking to link this in. They can do this during the week or on Saturday. Most importantly, he said they would be able to offer service for those with

disabilities in they need to go beyond Exeter, Stratham, or Newmarket with the Wildcat Transit. Folks can switch to the Wildcat Transit in Newmarket. Basically, he said they have heard loud and clear that they've go to preserve something.

Mr. Dean said there is an understanding that Exeter and Newmarket are the two largest financial contributors to Route 7. He said this route is designed to link up with Wildcat Transit. He said hopefully this will have some impact on ridership. They would be meeting multiple needs and he said Newmarket deserves credit for adding Saturdays. He said linking in with Wildcat will give the town something to market.

Vice Chair Clement asked if linking into Wildcat will have a cost for the rider. Mr. Nichols said it will, that there is a cost for the transfer. He said if you are a monthly pass holder, however, there is no additional cost.

Chairwoman Gilman said she appreciates the work to try to provide transportation in a very rural area. She hopes ridership grows so they can restore more services. Mr. Nichols said he appreciates the town for pushing for this route. He said only 30-35 communities in New Hampshire provide this.

ii) Parks/Recreation Needs Assessment Report

Mike Favreau, Parks and Rec Director, said there have been a lot of hours put into this report.

Dr. Bob Barcelona, from the UNH Department of Recreation and Policy and Project Team Leader, had a PowerPoint to present and said he would take everyone through the study and key findings. He said he would try to stick to the big ideas. He started his PowerPoint presentation with the scope of practice and the process with the timeline. There were focus groups where the information derived from. He talked about a November 5, 2014 Public Input Meeting and said they did a town-wide online survey, which had a good response rate. He said the final recommendations will reflect the public's input. He went through the recommendations, which are the following: build a new indoor sports center with turf fields (the biggest need is fields), redesign and expand available outdoor recreation facilities and amenities at the Rec Park, focus on basic maintenances and upkeep of neighborhood park and maintenance of existing rec facilities, extend partnerships with the Exeter Conservation Commission and work to expand multi-model trail networks and connectivity throughout the town, work with Southeast Land Trust to repurpose Gilman Park as a place for passive outdoor rec and nature-based activities, and create and maintain partnership opportunities with relevant stakeholders including businesses and organizations that are aligned with and share value of the Town of Exeter regarding parks and rec provisions. He then asked the Board if they had any questions or comments.

Chairwoman Gilman has they have been talked with the Town Planner and a couple volunteers about bike paths and such and need to include Public Works.

Selectman Chartrand thanked Mr. Barcelona for the thorough report. He likes the Gilman Park recommendations.

Chairwoman Gilman said Gilman Park used to be a passive rec area. Mr. Favreau said the basketball court is barely used, so taking that out is an easy start.

Vice Chair Clement said it was a great report. He asked if this report will be incorporated in the Master Plan. Chairwoman Gilman said that is her intention. Vice Chair Clement said years ago they had created a Recreation Committee. Mr. Favreau said they had one until 2008, but one issue was they would get people who were looking to simply be on a Committee. They needed people with kids and it was hard to find them.

Vice Chair Clement asked how they would start putting some framework around these ideas. He doesn't want to hinder moving forward on this. Mr. Favreau said they need more fields. He said multiple teams have said they need the space.

Selectwoman Belanger said it was a great report. She liked the partnership ideas.

Selectwoman Surman thanked Mr. Barcelona for the report.

Vice Chair Clement asked who the stakeholders are. Mr. Barcelona said more focus groups like Conservation Commission, YMCA, Youth Groups, etc.

Mr. Dean said he wanted the BOS to digest this and figure out the top priorities. One thing is getting the costs. He liked that these recommendations came from the users.

Vice Chair Clement wants to look at this as a Recreation Capital Improvements Program. Selectman Chartrand recommended sharing this with the Budget Rec. Committee. Mr. Favreau said they should share this with as make groups and committees as possible. In terms of costs, he said, he would like to get a consultant on board and get some numbers. Selectwoman Belanger suggested seeing what kind of fees they can generate to help pay for this. Mr. Favreau asked if they should talk about impact fees. Selectman Chartrand suggested getting a recommendation of who to use as a consultant from the Town Manager. Vice Chair Clement said an indoor center is big. He said they need someone to look at that. Secondly, he said they need to look at the redesign of the Rec Park. He said these are things they need to study through a consultant. Mr. Barcelona said the challenge at the Rec Park is you can't access land that is needed. He said a land architect will be needed, or an engineer to look at this. Mr. Dean said they knew there are utility constraints and parking issues, so a qualified firm could look at that. Mr. Favreau said he would work with Mr. Dean and bring back a proposal.

iii) Approve NHMBB Documents: Sidewalks/Linden Street Culverts

Selectwoman Belanger read the Certificate of Vote Regarding Authorizations of Bonds and Approval of Loan Agreement with the New Hampshire Municipal Bond Bank.

A Motion was made by Vice Chair Clement and seconded by Selectman Chartrand that the BOS approve this Resolution. Motion carried –all in favor.

b. Old Business

i) Encroachment Agreement: Linden Common

A Motion was made by Selectman Chartrand and seconded by Selectwoman Surman to approve the Encroachment Agreement between the Town of Exeter and Patrick Breen and Sarah Bartolini. Motion carried – all in favor.

ii) Blue Sign Request: Inn By the Bandstand

Chairwoman Gilman said she had talked about this at the last meeting. She said they do not allow for signs to be put on town poles unless they have permission by Unitil. She said she would like to look at the policy a little closer.

Selectwoman Surman said this is a downtown location. It would not be hidden at all. She said she would not be in favor of additional signage.

Vice Chair Clement read the ordinance regarding this. The language says the Board should deny this.

A Motion was made by Vice Chair Clement and seconded by Selectwoman Surman to deny the request of the Inn By the Bandstand for two blue signs. Motion carried –all in favor.

Mr. Dean said he would communicate this to the business owner and refer them to the ordinance.

7. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

A Motion was made by Selectwoman Belanger and seconded by Vice Chair Clement to approve abatement for map 95, lot 64, unit 330 in the amount of \$578.53. Motion carried – all in favor.

A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to deny abatement for map 81, lot 22. Motion carried – all in favor.

A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve abatement for map 107, lot 1 in the amount of \$2426.19. Motion carried –all in favor.

A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve abatement for map 72, lot 224, unit 1 in the amount of \$5624.37. Motion carried – all in favor.

A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to deny abatement for map 72, lot 224, unit 2. Motion carried – all in favor.

A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve an Intent to Cut for map 6, lot 2, and was then withdrawn by Selectwoman Belanger and Selectman Chartrand.

A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve an Intent to Excavate for map 64, lot 52. Motion carried – all in favor.

A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve a Timber Tax for map 69, lot 3 in the amount of \$502.38. Motion carried –all in favor.

b. Permits & Approvals

Chairwoman Gilman read a list of Town Facilities/Permits for May/June 2015 which is in the packet.

c. Town Manager's Report

Mr. Dean reported the following:

- He is working on finalizing the police contract
- The first half tax bills have been mailed
- Working on the bond anticipation note for the WWTF design
- A Primex leadership presentation last week. He said there were good speakers.
- A Master Plan meeting last week
- A COAST meeting
- The Town Planner has resigned to take another position

d. Committee Reports

Selectwoman Belanger reported a Conservation Committee meeting last Tuesday. She said there is a Fish Ladder Tour on May 23rd at 10am.

Selectman Chartrand reported an Economic Development Commission on the next day.

Selectwoman Surman reported a Water/Sewer Advisory Committee meeting. She said there are two meetings, on May 22 and May 29, both at 9am, to talk about the WWTF design and plan. Also, they had talked about hiring a rate consultant.

Vice Chair Clement reported a Rockingham Planning Commission meeting where they talked about the budget. He also had a Planning Board meeting where they approved a permit for the Swim and Racquet Club. They also approved a site plan and the YMCA came in for some tweaks. He also reported he went to the Exeter Sportsmen's Club for the annual fishing derby. He said it was a nice event.

Chairwoman Gilman reported that there is a Historic District Committee meeting on Thursday. Also, the Heritage Committee is going to apply for an L-CHIP grant. The Historic District Commission is hosting a workshop on May 29 at 6:30pm at the Historical Society. She also reminded of the Memorial Day Parade which starts in Swasey Parkway at 10am on Monday.

e. Correspondence

The following correspondence were included in the packet:

- A Legal Notice from the Planning Board
- Legislative Bulletin, of which Mr. Dean asked the Board to look at SB689
- State Aid Grant Project list

8. Review Board Calendar

The next BOS meeting will be June 1, 2015.

10. Adjournment

A Motion was made by Selectman Chartrand and seconded by Selectwoman Surman to adjourn the meeting at 9:28pm. Motion carried – all in favor.

Respectively submitted,

Nicole Piper
Recording Secretary

GILMAN STREET AGREEMENT

AGREEMENT dated this ____ day of _____, 2015, by and between Trustees of Phillips Exeter Academy (the "Trustees"), a _____ with a mailing address of 20 Main Street, Exeter, New Hampshire 03833 and Town of Exeter (the "Town"), a municipal corporation with a mailing address of 10 Front Street, Exeter, New Hampshire 03833.

RECITALS:

- A. The Trustees are the owners of property abutting Gilman Street.
- B. The Trustees propose construction of new facilities adjacent to Gilman Street. In order to allow greater flexibility and use of its land abutting Gilman Street, the Trustees have requested the Town to vote to discontinue Gilman Street in its entirety. Because of time constraints in the Trustees' planning and design of the new facilities, they have requested that the Board of Selectmen schedule a special Town Meeting for this purpose.
- C. The Trustees have committed to maintain public and town emergency access (vehicular, pedestrian, and otherwise) to the Gilman Park foot bridge across the Little River via the easterly end of what is now Gilman Street, comparable to what is provided now via Gilman Street. The Trustees have also committed to maintain parking comparable to what is provided currently to accommodate such public access.
- D. The Town approved at the special Town Meeting on April 28, 2015, and the following warrant article:

To see if the town will vote to discontinue absolutely Gilman Street as a public highway, including any utility easements, permits or licenses therein, said discontinuance of Gilman Street to take effect upon the execution and recording of an Agreement between the town and the Trustees of Phillips Exeter Academy to ensure public access for (1) vehicular access via Chadwick Lane to the Gilman Park footbridge located at the end of the present Gilman Street, (2) parking in the area of the Gilman park footbridge, and (3) pedestrian and other non-motorized access to the Gilman Park footbridge by the Gilman Street area. The discontinuance of Gilman Street as a public highway will relieve the town of all future maintenance costs for Gilman Street.

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

1. The Trustees fully consent to discontinuance of Gilman Street and waive any appeal rights under RSA 231:48-49 to challenge the Town Meeting vote to discontinue Gilman Street and to claim damages for same.

2. The Trustees shall indemnify and hold harmless the Town from any and all liability, claim, loss or damage asserted by the present owners of Gilman Street that the Town may suffer or defend arising out of the discontinuance of Gilman Street. The Town shall provide prompt notice of such claims to the Trustees, but the omission to so notify the Trustees shall not relieve the Trustees from any liability, except to the extent that such failure shall have actually prejudiced the defense of a claim. The Trustees may retain counsel of their choice to represent them in any claim (provided such counsel shall be reasonably satisfactory to the Town), and such counsel shall, to the fullest extent consistent with its professional responsibilities, cooperate with the Town and any counsel designated by the Town. In response to a bona fide settlement offer, the Trustees may settle any claim, action or proceeding involving only the payment of monetary damages, without the consent of the Town. The Trustees shall not have the right to agree to a settlement involving injunctive or other equitable relief against the Town without first obtaining the Town's prior written consent.
3. The Trustees shall provide in the future public and emergency access (vehicular, pedestrian, and otherwise) from Court Street to the Gilman Park foot bridge across the Little River at the easterly end of what is now Gilman Street, as shown in the plan attached as Exhibit A to this Agreement. Said public access shall be comparable to what is provided now via Gilman Street. Pedestrian and non-vehicular access to the Gilman park footbridge shall be provided in the area of what is now Gilman Street. Vehicular access shall be via Chadwick Lane. The Trustees shall also maintain public parking in the area of the easterly end of what is now Gilman Street by the Gilman Park footbridge comparable to what is provided currently. Said public access and public parking areas are depicted on the plan identified as "Exhibit A to PEA-Town of Exeter: Gilman Street Agreement" and dated March 23, 2015, attached hereto as Exhibit A. The Trustees shall also place a commemorative marker in the area of Gilman Street noting the historical significance of the Gilman Family's contribution to Phillips Exeter Academy and to the Town of Exeter.
4. The Town agrees to complete repairs to the river bank at the stormwater utility outfall at the end of what is now Gilman Street near the Gilman Park foot bridge.
5. The Trustees and the Town agree that this Agreement, but not Exhibit A, shall be recorded in the Rockingham County Registry of Deeds. The Town shall maintain a copy of this Agreement with Exhibit A in the Office of the Town Clerk, which will be available for view by the public.

TOWN OF EXETER

Dated: _____

By: _____
Julie Gilman

TOWN OF EXETER

Dated: _____

By: _____
Don Clement

TOWN OF EXETER

Dated: _____

By: _____
Nancy Belanger

TOWN OF EXETER

Dated: _____

By: _____
Dan Chartrand

TOWN OF EXETER

Dated: _____

By: _____
Anne L. Surman

**TRUSTEES OF PHILLIPS
EXETER ACADEMY**

Dated: _____

By: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Julie Gilman, Chair of the Board of Selectmen of the Town of Exeter, New Hampshire, a New Hampshire body politic, on behalf of said Town of Exeter.

Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal or Stamp:

[Sign in Black Ink]

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Don Clement, vice chair of the Board of Selectmen of the Town of Exeter, New Hampshire, a New Hampshire body politic, on behalf of said Town of Exeter.

Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal or Stamp:

[Sign in Black Ink]

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Nancy Belanger, Clerk of the Board of Selectmen of the Town of Exeter, New Hampshire, a New Hampshire body politic, on behalf of said Town of Exeter.

Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal or Stamp:

[Sign in Black Ink]

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Dan Chartrand, Member of the Board of Selectmen of the Town of Exeter, New Hampshire, a New Hampshire body politic, on behalf of said Town of Exeter.

Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal or Stamp:

[Sign in Black Ink]

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Anne L. Surman, Member of the Board of Selectmen of the Town of Exeter, New Hampshire, a New Hampshire body politic, on behalf of said Town of Exeter.

Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal or Stamp:

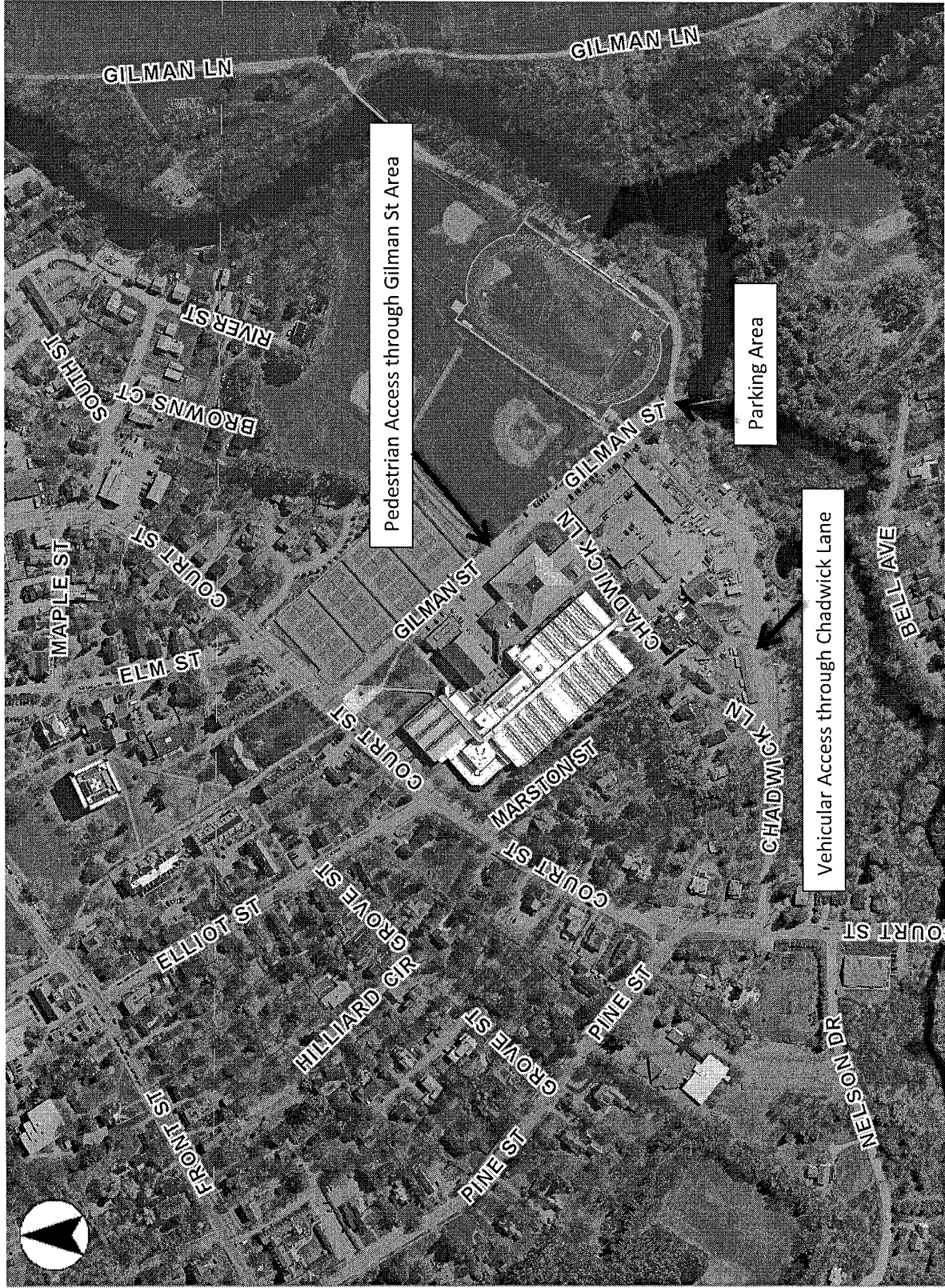
[Sign in Black Ink]

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ (name), _____, of Phillips Exeter Phillips Exeter Academy, a _____ organized under the laws of the State of New Hampshire, on behalf of the Trustees of Phillips Exeter Academy.

Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal or Stamp:

Exhibit A to PEA – Town of Exeter: Gilman Street Agreement



NH MUNICIPAL BOND BANK

25 Triangle Park Drive

Concord, NH 03301

TOWN OF EXETER, NEW HAMPSHIRE

\$3,300,000 BOND ANTICIPATION NOTES

Dated: June 5, 2015 Due: July 22, 2016

CONTACTS

Issuer

Doreen Ravell
Finance Director
Town of Exeter
10 Front Street
Exeter, NH 03833
(603) 773-6109
(603) 772-4709 - FAX #
dravell@exeternh.gov

Administrator

Tammy J. St. Gelais
Assistant Director
NH Municipal Bond Bank
25 Triangle Park Drive, Suite 102
Concord, NH 03301
(603) 271-2595 (or 800-393-6422)
(603) 271-3937 - FAX #
tstgelais@nhmbb.com

Bond Counsel

Renelle L'Huillier
Devine, Millimet & Branch
15 North Main Street, Suite 300
Concord, NH 03301
(603) 410-1709
(603) 226-1001 - FAX #
rlhuillier@devinemillimet.com

Purchaser & Paying Agent

Wanda Oczechowski
Merchants Bank
275 Kennedy Drive
South Burlington, VT 05403
(802) 775-3348
woczechowski@mbvt.com

Wire proceeds of \$3,300,000 the morning of 6/5/2015 to:

Bank Name:
Account #:
ABA#:
Account Name:
Attention:

Proceeds of New Loan 6/5/2015	\$3,300,000.00
Premium (if any)	\$ _____
Total Proceeds 6/5/2015	\$3,300,000.00

Principal Amount Due 07/22/2016	\$3,300,000.00
\$3,300,000 @ .75% for 407 days (30/360)	\$ 27,981.25
Total Due on 07/22/2016	\$3,327,981.25

Registered
No. R-1

UNITED STATES OF AMERICA

Registered
\$3,300,000

STATE OF NEW HAMPSHIRE

TOWN OF EXETER

Bond Anticipation Note

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>
0.75%	July 22, 2016	June 5, 2015

REGISTERED OWNER: MERCHANTS BANK

PRINCIPAL AMOUNT: \$3,300,000

The Town of Exeter, New Hampshire (the "Issuer"), for value received, promises to pay to the Registered Owner of this Note, or registered assignee, the principal specified above in lawful money of the United States of America, on the Maturity Date upon presentation and surrender hereof, with interest calculated on the basis of a actual days elapsed in a 365 day year, at the Interest Rate per annum, payable on the Maturity Date. This Note will bear interest from the Original Issue Date.

Both principal and interest on the Note are payable at 275 Kennedy Drive, South Burlington, VT 05403 or such place as may be specified to the Issuer in writing. Final payment of the interest and principal of this Note shall be made upon surrender of this Note for cancellation at the place at which this Note is then payable.

This Note is a general obligation of the Issuer, issued by the Issuer pursuant to New Hampshire RSA 33:7-a, a vote of the Issuer passed on March 11, 2014, and votes of the undersigned duly passed. This Note is being issued to finance engineering design of a wastewater treatment facility, main pump station and CSO abatement upgrades.

This Note may be redeemed or prepaid prior to maturity, in whole or in part, without the payment of any premium or penalty.

This Note is transferable only upon the registration books kept by the Registered Owner as Paying Agent and registrar.

It is hereby certified that every requirement of law relating to the issue hereof has been complied with and that this Note is within every debt or other limit prescribed by law.

The Issuer hereby certifies that this Note meets all requirements for designation by the Issuer as, and has been designated by the Issuer as, a BANK QUALIFIED TAX EXEMPT OBLIGATION for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note shall not be valid unless the Certificate of Authentication has been signed.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed on its behalf by at least a majority of its Board of Selectmen and countersigned by its Treasurer and its seal affixed hereto as of this 5th day of June, 2015.

TOWN OF EXETER,
NEW HAMPSHIRE

Treasurer

Governing Board

(SEAL)

Certificate of Authentication

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The undersigned hereby certifies that the foregoing Note is the instrument described therein, that the signatures and seal of the Town of Exeter on this Note are genuine, and that Devine, Millimet & Branch, Professional Association has rendered an opinion approving the legality of this Note, such opinion dated and given when this Note was issued.

Justice of the Peace/Notary Public
My commission expires:
Notary Seal:

TOWN OF EXETER, NEW HAMPSHIRE
(the "Issuer")

\$3,300,000 Bond Anticipation Notes (the "Notes"),
dated June 5, 2015, and Sold to the
Purchaser (the "Purchaser")
specified on Schedule A, attached hereto
and made a part hereof

SIGNATURE AND NO LITIGATION CERTIFICATE WITH RECEIPT

We, at least a majority of the Governing Board and the Treasurer of Issuer, do hereby execute this certificate to certify, represent and covenant as follows with respect to the Notes:

I. Proceedings Authorizing the Notes.

We, the said officers, certify:

A. That the Notes are issued pursuant to RSA 33:7-a, votes of the Issuer passed on March 11, 2014 and votes of the undersigned duly passed (the "Proceedings") in anticipation of the receipt of the proceeds of General Obligation Bonds (the "Bonds") authorized to be issued pursuant to the Proceedings, such Bonds to be issued to finance the engineering design of a wastewater treatment facility, main pump station and CSO abatement upgrades (the "Project");

B. That the Proceedings were conducted in accordance with the Right-to-Know Act, RSA 91-A and any standing rules of the undersigned;

C. That none of the Proceedings has been repealed, rescinded or amended;

D. That no other debt has been incurred pursuant to the Proceedings;

E. That no temporary loan in anticipation of the Notes is outstanding;

F. That there has been no increase in the total indebtedness of the Issuer since April 1, 2015 nor any decrease in the assessed valuation of the Issuer since March 26, 2015;

G. That Issuer has received all governmental approvals and permits necessary for the Project to be financed with the proceeds of the Notes;

H. That the useful life of the Project is greater than the term of the Notes; and

I. That certified copies of the Proceedings have been delivered to Devine, Millimet & Branch, Professional Association.

II. Incumbency; Execution and Delivery of Notes

We, the said officers, further certify:

- A. That we are the duly chosen, qualified and acting officers of the undersigned;
- B. That there was no vacancy in any of our offices at the time the Proceedings took place;
- C. That as such officers we have signed the Notes and this certificate or have caused our signatures to be printed in facsimile on the Notes;
- D. That as such officers we have caused the Issuer's seal to be affixed hereto and to the Notes, or have caused a facsimile of said seal to be printed on the Notes;
- E. That we have approved the sale of the Notes to the Purchaser as referenced in the Proceedings; and that the form, date, maturities, interest rates, redemption provisions and other details of the Notes, including the manner of its sale and award, have been and are hereby approved; and
- F. That the undersigned Treasurer certifies that the Notes were delivered on the date hereof and that the full purchase price therefor, equal to the amount of the Notes, together with the premium, if any, specified in Schedule A, was paid by the Purchaser on the date hereof.

III. No Litigation.

We, the said officers, further certify that there has been no litigation or other proceeding affecting the validity of the Notes or the power of the Issuer to have taxes levied and collected to pay the same; that none is pending or, to the best of our knowledge, threatened; and that neither the corporate existence nor boundaries of the Issuer, nor the title of any of the undersigned to our respective offices is being contested.

IV. Disclosure of Information.

We, the said officers, further certify that, to the best of our knowledge and belief, at the time the Notes were sold to the Purchaser and the date of the delivery thereof, the description and statements on the preliminary and final Official Statements, if any (collectively, the "Official Statements"), or other information furnished to the Purchaser relating to the Issuer, if any, its finances and the Notes were and are true in all material respects and did not and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition of the Issuer from that set forth or contemplated by the Official Statement.

[SIGNATURE PAGE FOLLOWS]

Dated as of this 5th day of June, 2015.

TOWN OF EXETER,
NEW HAMPSHIRE

Treasurer

Issuer's Governing Board

(Seal)

TOWN OF EXETER, NEW HAMPSHIRE
(the "Issuer")

BOND ANTICIPATION NOTE CERTIFICATE

We, at least a majority of the Governing Board and the Treasurer of Issuer hereby certify that the following actions have been taken on behalf of Issuer with respect to the Notes (hereafter defined):

VOTED: To authorize the issuance of \$3,300,000 Bond Anticipation Notes (the "Notes") of Issuer, which were heretofore authorized by a vote of the Issuer on March 11, 2014, such Notes to be dated June 5, 2015.

VOTED: To sell said Notes to the purchaser (the "Purchaser"), with the principal amounts, maturities, premium, if any, and interest rates specified on Schedule A, attached hereto and made a part hereof;

VOTED: To issue the Notes in substantially the form set forth in Schedule B, attached hereto and made a part hereof;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to sign the Notes or to have said signatures printed in facsimile on the Notes and to affix the Issuer's seal thereto;

VOTED: To authorize the Treasurer to deliver the Notes to the Purchaser against payment therefor;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to execute and deliver a Signature and No Litigation Certificate with Receipt, a No Arbitrage and Tax Certificate and IRS Form 8038-G in substantially the form presented to this meeting and such other documents as may be necessary or appropriate to accomplish the sale and delivery of the Notes in accordance with the foregoing; and

VOTED: To authorize Merchants Bank to serve as Paying Agent with respect to the Notes.

The undersigned further certify that the foregoing resolutions have not been repealed, amended or rescinded.

Dated as of this 5th day of June, 2015.

TOWN OF EXETER,
NEW HAMPSHIRE

Treasurer

(Seal)

Issuer's Governing Board

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SCHEDULE A

Town of Exeter, New Hampshire
\$3,300,000 Bond Anticipation Note Dated June 5, 2015

<u>Note Number</u>	<u>Purchaser</u>	<u>Description of Terms and Purchaser(s) of Notes</u>	<u>Denomination</u>	<u>Interest Rate</u>	<u>Premium Paid By Purchaser (if any)</u>
R-1	Merchants Bank		\$3,300,000	0.75%	N/A

TOWN OF EXETER, NEW HAMPSHIRE
(the "Issuer")

\$3,300,000 Bond Anticipation Notes (the "Notes")
dated June 5, 2015 and Sold to the
Purchaser (the "Purchaser") specified on Schedule A,
attached hereto and made a part hereof

NO ARBITRAGE AND TAX CERTIFICATE

We, at least a majority of the Governing Board and the Treasurer of the Issuer, do hereby execute this certificate to certify, represent and covenant as follows with respect to the Notes for purposes of the Internal Revenue Code of 1986, as amended (the "Code"):

A. General

1. Description of Notes. \$3,300,000 Bond Anticipation Notes (the "Notes"), dated June 5, 2015 and maturing, bearing interest, premium, if any, and sold to the Purchaser as set forth in Schedule A, attached hereto and made a part hereof.

2. Purpose. The Notes are being issued pursuant to RSA 33:7-a, a vote of the Issuer passed on March 11, 2014 and votes of the undersigned duly passed (the "Proceedings") in anticipation of the receipt of the proceeds of General Obligation Bonds (the "Bonds") authorized to be issued pursuant to the Proceedings, such Bonds to be issued to finance engineering design of a wastewater treatment facility, main pump station and CSO abatement upgrades (the "Project");

3. No Overissue. The principal amount being borrowed for the Project is not expected to exceed the amount needed for such purpose after taking into account all other available funds.

4. No Hedge Bonds. The Issuer reasonably expects that more than 85% of the net Sale Proceeds will be expended for governmental purposes of the Notes within three years after the date of issue of the Notes. Not more than 50% of the Sale Proceeds allocated to the Notes will be invested in obligations having a substantially guaranteed yield for four years or more.

B. Arbitrage

1. Other Issues. There are no other bond issues of Issuer that are being sold less than 15 days before or after June 5, 2015, the date on which the Notes were sold to the Purchaser (the "Sale Date") (Reg. 1.150-1(c)(1)).

2. Gross Proceeds. The Gross Proceeds of the Notes, to which the arbitrage and rebate rules of the Code apply, consist of (i) the Proceeds of the Notes; and (ii) any Replacement Proceeds. (Reg. 1.148-1(b)), as follows:

a. Proceeds. The Proceeds of the Notes consist of the following:

i. Sale Proceeds. \$3,300,000 which consists of the amounts received by the Issuer from the sale of the Notes, including amounts used to pay underwriter's discount or compensation, if any. (Reg. 1.148-1(b))

- ii. Investment Proceeds. \$0, which consists of the amount that the Issuer expects to receive from investing the proceeds of the Notes. (Reg. 1.148-1(b))
 - iii. Transferred Proceeds. There are no transferred proceeds of the Notes. (Reg. 1.148-1(b))
- b. Replacement Proceeds. There will be no replacement proceeds allocated to the Notes in light of the fact that:
- i. General. There are no other amounts that would have been or could be used for the governmental purpose of the Notes. (Reg. 1.148-1(c)(1))
 - ii. Sinking Funds. There are no segregated sinking funds, debt service funds, redemption funds, replacement funds or similar fund that the Issuer reasonably expects to use directly or indirectly to pay principal or interest on the Notes. Payment of debt service on the Notes is expected to be derived from current revenues of the Issuer, which current revenues are expected to equal or exceed debt service on the Notes during the term of the Notes. (Reg. 1.148-1(c)(2))
 - iii. Pledged Funds. There are no other funds which are to be pledged to pay principal or interest on the Notes; and there is no agreement by the Issuer to maintain funds at a certain level for the direct or indirect benefit of the holders of the Notes. (Reg. 1.148-1(c)(3)(i) & (ii))
 - iv. Other Replacement Proceeds. The Issuer does not reasonably expect that the term of the Notes will be longer than reasonably necessary for the governmental purposes of the issue. (Reg. 1.148-1(c)(4))

3. Universal Cap. Based on the expectations set forth below, the Issuer believes that the universal cap specified in Reg. 1.148-6 will not reduce the amount of Gross Proceeds of the Notes allocable to the issue during the term of the same. Issuer understands, however, that the universal cap may reduce the amount of Gross Proceeds that will be subject to the arbitrage rules if any of these expectations do not prove to be accurate.

- a. Replacement Proceeds. As noted above, there are no Replacement Proceeds (other than proceeds in a bona fide debt service fund or a reasonably required reserve or replacement fund, if any) allocable to the Notes. (Reg. 1.148-6(b)(2)(i)(A))
- b. Use of Net Sale Proceeds. The Sale Proceeds of the Notes (less any proceeds invested in a reasonably required reserve or replacement fund, if any, or as part of a Minor Portion (as described below)) either (i) will be spent so as to qualify for a Temporary Period exception to the arbitrage rules (as described below); or (ii) are being deposited in a refunding escrow fund and will be expended as originally expected. (Reg. 1.148-6(b)(2)(i)(B))

- c. No Transferred Proceeds. There are no transferred proceeds allocable to the Notes. (Reg. 1.148-6(b)(2)(i)(C))
 - d. Retirement of Notes. The Notes will not be retired prior to the date used in computing the yield on the Notes. (Reg. 1.148-6(b)(2)(i)(D))
 - e. Student Loans or Mortgage Loans. No proceeds of the Notes are being invested in qualified student or qualified mortgage loans. (Reg. 1.148-6(b)(2)(i)(E))
4. Yield on Notes. The yield on the Notes is 0.75%. (Reg. 1.148-4)
- a. No Guaranty. There is no qualified guaranty applicable to the Notes. (Reg. 1.148-4(f))
 - b. No Hedge. There is no qualified hedge applicable to the Notes. (Reg. 1.148-4(h))

5. Prohibition Against Investment of Note Proceeds at a "Materially Higher" Yield than the Yield on the Notes. Absent compliance with one of the arbitrage exceptions noted below the Gross Proceeds of the Notes will not be invested at a Yield in excess of the Yield on the Notes plus .125%, (Reg. 1.148-2(d)(2)(i) & (ii)). (The maximum yield at which Gross Proceeds of the Notes may be invested is sometimes hereafter referred to as the "Maximum Yield"). The referenced arbitrage exceptions are (i) the Temporary Period Exceptions; (ii) the Reserve or Replacement Fund Exception; and (iii) the Minor Portion Exception, all as noted below.

6. Temporary Period Exceptions. Gross Proceeds of the Notes may be invested at a Yield in excess of the Maximum Yield for the following Temporary Periods:

- a. Net Sale Proceeds and Investment Proceeds Expended on Project. The Issuer reasonably expects (i) to spend 85% of the "net sale proceeds" or "investment proceeds on the Project within three (3) years of the issue date of the Notes. (For purposes of the preceding sentence the "net sale proceeds" of the Notes constitute the original proceeds secured upon sale of the Notes minus (I) sale proceeds invested in a reasonably required reserve or replacement fund; and (II) the lesser of (A) \$100,000; or (B) five percent (5%) of the proceeds (here: \$165,000) that are invested at a yield in excess of the yield on the Notes); (ii) to incur within six (6) months of the date of issue a substantial binding commitment to expend at least 5% of the proceeds on the Project; and (iii) to proceed with due diligence to complete the Project. (Reg. 1.148-2(e)(2)(i))
- b. Other Investment Proceeds. Investment proceeds not spent on the Project may be invested in higher yielding investments for a period of one (1) year from the issuance of the Notes. (Reg. 1.148-2(e)(6))
- c. Replacement Proceeds. To the extent there are any Replacement Proceeds that exist with respect to the Notes (e.g. sinking funds, pledged funds, etc.) they may be invested without regard to yield for a period of up to 30 days. (Reg. 1.148-2(e)(5)(i))
- d. Bona Fide Debt Service Fund. Funds in a bona fide debt service fund, if any, may be invested without regard to yield for a period of up to 13 months. (Reg. 1.148-

2(e)(5)(ii))

- e. Other Gross Proceeds. Other Gross Proceeds of the Notes which are expended within 30 days of the date the Notes are issued. (Reg. 1.148-2(e)(7))
- f. Costs of Issuance. Gross Proceeds of the Notes used to pay the costs of issuing the Bonds and which are expended within 90 days of the date the Notes are issued. (Reg. 1.148-9(d)(2)(iv))

7. Reasonably Required Reserve or Replacement Fund Exception. No reasonably required reserve or replacement fund exists with respect to the Notes which would be eligible for this exception to the arbitrage requirements. (Reg. 1.148-2(f))

8. Minor Portion Exception. Gross Proceeds of the Notes up to an amount equal to the lesser of (i) 5 % of the Proceeds of the Notes (here: \$165,000); or (ii) \$100,000, may be invested at a Yield in excess of the Maximum Yield. (Code Section 148(e), Reg. 1.148-2(g))

9. No Premium. The Issuer has not received and will not receive any premium for the sale of the Notes.

10. Expense of Issue. Proceeds of the Notes to be applied to expenses of issue are expected to be so applied within twelve (12) months of the date of issue.

11. Investment Earnings. Any earnings (including net profit) from investment or deposit of proceeds of the Notes have been or are expected to be commingled upon receipt with the general funds of the Issuer and expended for current purposes within substantially less than one year after their receipt.

12. No Sale of Project. The Issuer does not expect to sell the Project.

13. Repayment of Notes. The Notes are a general obligation of the Issuer for which the full faith and credit of the Issuer are pledged.

14. Reasonable Expectations. To the best of our knowledge, information and belief, the above expectations are reasonable.

15. Useful Life. The useful life of the Project is in excess of the term of the Notes.

16. Responsibility for Issue. The undersigned are charged by law and the proceedings authorizing the Notes with the responsibility for their issue.

C. Reimbursement. No reimbursement of amounts previously expended by the Issuer shall be made from proceeds of the Notes.

D. No Private Activity Notes

1. None of the proceeds of the Notes nor the Project will be utilized, directly or indirectly for private business use (Code §§141(b)(1) & (3)).

2. Payment of principal and interest on the Notes will not be derived from or secured by property to be utilized for a private business use (Code §§141(b)(2)).

3. None of the proceeds of the Notes will be used to make or finance loans to persons other than governmental units (Code §141(c)).

E. Rebate

1. Overview and Definitions: A note or bond will be an “arbitrage bond”, and thus not a tax exempt note or bond, unless it either complies with or is excepted from the rebate rules set forth in Code Section 148(f). In this regard, a rebate must be paid to the government equal to the excess of (a) amounts earned on all “nonpurpose investments”; over (b) the amount that would have been earned if such nonpurpose investments were invested at a yield equal to the yield on the Notes. (Code Section 148(f)(2); Reg. 1.148-3(a)&(b)). For these purposes, a “Nonpurpose Investment” means any “investment property” which is acquired with the “gross proceeds” of an issue and is not required to carry out the governmental purpose of the issue (Code Section 148(f)(6)). “Investment Property” means any security or obligation, any annuity contract, or any other investment-type property, but does not include any tax-exempt bond unless such obligation is a specified private activity bond. (Code Section 148(b)(2) and Reg. 1.148-1(e)). The “yield” on the Notes is defined in Reg. 1.148-4. The yield on the Nonpurpose Investments is defined in Reg. 1.148-5. The amount and due date(s) for the payment of such rebate are set forth in Code Section 148(f)(3).

2. Eighteen-month exception. (Reg. §1.148-7(d)) The Issuer will qualify for the Eighteen Month exception to rebate in the event that the “gross proceeds of the issue are expended for the governmental purpose of the issue in accordance with the following schedule: (A) at least fifteen percent (15%) of such proceeds will be spent within six (6) months of the date of issuance; (B) at least sixty percent (60%) of such proceeds will be spent within one (1) year of the date of issuance; and (C) one hundred percent (100%) of such proceeds will be spent within eighteen (18) months of the date of issuance; provided, however, that this requirement shall be deemed to have been met if (A) Issuer retains an amount less than five percent (5%) of the Notes as retainage; and (B) one hundred percent (100%) of the proceeds of the Notes will be spent within thirty (30) months of the date hereof. This exception does not apply to proceeds expended for working capital purposes.

3. Undertakings. The Issuer hereby covenants to comply with certain requirements of the Code pertaining to the rebate requirements set forth herein. The Issuer acknowledges that the United States Department of the Treasury has issued regulations with respect to certain of these undertakings, including the proper method for computing whether any rebate amount is due the federal government under Code Section 148(f). The Issuer further acknowledges that the United States Department of the Treasury may yet issue additional regulations to determine what is required with respect to certain of these undertakings. The Issuer covenants that it will undertake to determine what is required with respect to these rebate provisions, from time to time, and will comply with any requirements that may apply to the Notes.

4. Recordkeeping. In order to facilitate the calculation of any rebate requirement, the Issuer shall maintain or cause to be maintained detailed records with respect to each Nonpurpose Investment

allocable to Gross Proceeds, including: (a) purchase date; (b) purchase price; (c) information establishing fair market value on the date such investment became a Nonpurpose Investment; (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest received; and (j) disposition date.

F. Federal Guarantee Certifications

1. Except as specifically set forth in Paragraph 2 below or otherwise permitted under Section 149(b) of the Code, (a) the payment of the principal or interest on the Notes is not directly or indirectly guaranteed (in whole or in part) by the United States or an agency or instrumentality thereof; and (b) no portion of the proceeds of the Notes shall be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof, or (ii) invested (directly or indirectly) in federally issued deposits or accounts (being any deposit or account in a financial institution to the extent insured under Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally-chartered corporation).

2. As allowed by Section 149(b)(3) of the Code, the certifications set forth in Paragraph 1 above shall not apply to (i) proceeds of the Notes invested for the temporary period set forth in Section A.3 hereof until such proceeds are needed for the purposes of the issue; (ii) investments in Notes issued by the United States Treasury; or (iii) other investments permitted under regulations promulgated by the United States Treasury.

G. Designation of Notes as Qualified Tax-Exempt Obligation (Code Section 265(b)(3))

1. That pursuant to the representations in Section B above, the Notes are not private activity bonds under the meaning of Code Section 141;

2. That the Issuer hereby designates the Notes as "Qualified Tax Exempt Obligations" for purposes of Code Section 265(b)(3)(B)(ii);

3. That the Issuer (and any subordinate entities thereof) reasonably anticipates that it will not issue more than Ten Million Dollars (\$10,000,000.00) in tax exempt obligations in 2015; and

4. That the Issuer (and any subordinate entities thereof) hereby covenants that it will not designate more than Ten Million Dollars (\$10,000,000.00) of its obligations as Qualified Tax Exempt Obligations during 2015.

H. Other Covenants of the Issuer

1. Expectations. The undersigned are authorized representatives of the Issuer acting for and on behalf of the Issuer in executing this Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable. With respect to certain matters set forth herein, the Issuer has specifically relied upon information provided by other parties as herein

defined, although the Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of the same.

2. IRS Form 8038-G or 8038-GC. The Issuer will complete, sign and file "Form 8038-G, Information Return for Tax Exempt Governmental Bond Issues," or "Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales", as applicable, on or before the fifteenth (15th) day of the second calendar month after the close of the calendar quarter within which the Notes are issued (Code §149(e));

3. Record Retention. In order to ensure that the interest on the Notes continues to be excluded from gross income for federal tax law purposes, the Issuer acknowledges that records should be maintained to support the representations, certifications and expectations set forth herein until at least the date 3 years after the later of (a) the date on which the Notes are retired; or (b) if any portion of the Notes are refunded with the proceeds on any other tax-exempt obligations ("Refunding Obligations"), the date on which the last of the Refunding Obligations is retired. The records to be retained include, without limitation, the following: (a) the transcript of documents relating to the Notes; (b) documentation evidencing the expenditure, timing and allocation of the proceeds of the Notes; (c) documentation evidencing the use of the Project, or any component, by public and private sources (i.e. copies of any management contracts, leases, etc., if any); (d) documentation evidencing all sources of payment or security for the Notes; and (e) records of all amounts, if any, paid to the United States in satisfaction of the rebate requirements for the Notes and IRS Forms 8038-T (or successor forms) related to such payments.

4. Written Procedures. The Issuer has adopted written procedures to ensure future compliance of the Notes with the requirements of the Code relating to tax-exempt obligations.

5. Covenant to Comply. The Issuer hereby covenants that it will not take or permit to be taken on its behalf any actions or actions that would adversely affect the exclusion from federal income taxation of interest on the Notes; and will take or require to be taken such acts as may reasonably within its ability and as may from time to time be required under applicable law to maintain the exclusion from federal income taxation of interest on the Notes.

[SIGNATURE PAGE FOLLOWS]

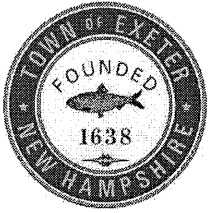
Dated as of this 5th day of June, 2015.

TOWN OF EXETER,
NEW HAMPSHIRE

Treasurer

(Seal)

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EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

www.exeternh.gov

DATE: May 29, 2015
TO: Russell J. Dean, Town Manager
THROUGH: Jennifer Perry, P.E., DPW Director
FROM: Jennifer Mates, P.E., Assistant Town Engineer
RE: Professional Engineering Design Services, Utility and Roadway Design
Lincoln/Winter St area and Epping Rd TIF district
Consultant Award Recommendation

On April 27, 2015, the Department of Public Works (DPW) issued a request for proposals (RFP) for professional engineering services for utility and roadway design on two projects within the Town:

1. The replacement and rehabilitation of water and sewer mains in Lincoln St, Tremont St, and Daniel St (Lincoln St Area) and Winter Street.
2. The Epping Road Tax Increment Finance (TIF) District which included extending water and sewer service for approximately 3,700 feet and Epping Road (Route 27) and creating a new 1,500-foot road with water, sewer and drainage. The project was separated into three phases:
 - i. Water and sewer on Epping Road from Continental Drive to Cronin Road;
 - ii. New road on 183 Epping Road; and,
 - iii. Water and sewer on Epping Road from Cronin Road to Watson Road.

Funding for these projects was approved by town vote at the 2014 and 2015 elections, respectively.

The RFP (attached) was provided to the following pre-qualified consultants:

- AECOM
- CMA Engineers
- Dubois & King
- Hoyle, Tanner & Associates (HTA)
- Underwood Engineers, Inc (UEI)
- Weston & Sampson (W&S)
- Wright-Pierce, Inc. (W-P)

The qualifications-based selection process was used; however, cost proposals were provided in separate, sealed envelopes. A non-mandatory, pre-proposal meeting was held on May 6, 2015 at the DPW complex, which was attended by the following five consulting firms: CMA, HTA, UEI, W&S and W-P. Four of those consultants (CMA, HTA, UEI, and W&S) submitted written proposals on or before the due date of May 15, 2015.

Based on the proposals, CMA Engineers was deemed the most advantageous to the town and the department recommends that they be awarded the contract. Cost proposals were not opened during the review process. The major elements of the scope of services to be provided by CMA include: survey, design of utility improvements and new road, public meetings, permitting, and presentations to the BOS.

Page 2

Mr. Russell Dean

May 29, 2015

The CMA cost proposal (attached) was opened after the selection was made. All other cost proposals remain sealed. The contract will be in the amount of \$126,500 for the Lincoln Street Area project and \$418,000 for all three phases of the Epping Road TIF project. Funding for these projects will be from separate bonds for each project.

Funding for engineering design of the TIF district is dependent on having a new development in the district that will require water and sewer service. There is currently no planned development meeting these criteria; therefore, it is recommended that only the Lincoln Street Area contract be approved at this time. The Epping Road TIF project can be added to the CMA contract through a contract amendment when it can be funded.

The Department recommends approving the design contract for the Lincoln Street area project to CMA Engineers for \$126,500.



May 29, 2015

Jennifer Mates, P.E., Paul Vlasich, P.E.
Exeter Public Works Department
13 Newfields Road
Exeter, NH 03833

**Re: Town of Exeter
Lincoln Street Utilities Project
CMA #P-2598**

Dear Jen and Paul:

In response to the Town's request, we are pleased to provide this agreement for engineering services in the planning and design of replacement water mains and limited sewer slip lining on Lincoln, Tremont, Daniel Streets, and Winter Street in Exeter. The agreement is based on our qualifications statement, project approach, and cost proposal dated May 13, 2015, and our meeting with you May 28, 2015. The opportunity to be of continued service to the Town of Exeter on this important project is sincerely appreciated.

Project Background and Objectives

The project is driven by the need for replacement of undersized and antiquated water pipes. Modeling has identified the need to create strong hydraulic looping in the core of Exeter. Additionally, minor slip lining or replacement of sewer lines is part of the project. (Streetscape and drainage elements will not be part of this initial utilities replacement phase of the project, and are not included in project budgets.)

Lincoln Street includes a wide range of property uses. Commercial uses are on the northern end, while the Lincoln Street School is a major feature mid-block. Bus access and parking is significant for the school, as is pedestrian access on sidewalks. The residential development on the south end between the school and Front Street includes large, older homes.

The project does not include roadway reconstruction. Design will focus on keeping water main replacement as close to the existing alignments as possible, while avoiding any new conflicts. Street repair will generally be limited by use of trench boxes, with gravel replacement and trench patch. Limited milling and pavement overlay may be considered in certain sections, if that can be afforded within project budgets.

The water main replacements on Tremont and Daniel Streets are relatively short, but present other challenges. These residential streets have full existing utilities and close conditions. Limited impacts would be desirable, and careful coordination with all other existing utilities, houses, and driveways will be important.

Work on Winter Street is similarly driven by the need for replacement of undersized and antiquated water pipes to improve overall system hydraulics and flows. Similar to Tremont and Daniel Streets, Winter Street is relatively congested, with residential uses along most of their lengths. Keeping water main replacements within existing alignments where possible will be desirable, assuming existing conflicts with other utilities are satisfactory.

As on Lincoln Street, budgets do not include roadway reconstruction beyond trench patching. The limits of the width and disturbance of the water main trench will be deliberately limited to minimize disruption. Limited areas which may be candidates for milling and overlay will be evaluated, if budgets allow.

Traffic control will be a key component on both projects. Particularly on Lincoln Street with the mix of commercial, school, and residential uses. A carefully considered traffic control plan is needed. Traffic control needs at the school (mid-block), and the commercial area near Main Street may be the most critical, as well as the Amtrak station. Street widths (including parking) are wide in these areas, so traffic shifts are possible. On Winter Street the dense development coupled with the narrow street will drive traffic control needs on this part of the project, as well as the commercial businesses on the west end of the project.

Existing conditions, including comprehensive survey, subsurface investigations (borings and probes), and utility location will be defined for design. Locations of all valves and hydrants will be carefully evaluated with the Town to assure fire protection coverage, and operational flexibility of the system. In addition a commercial utility location firm will expedite that process.

The need for temporary water services will be carefully assessed for both projects. The need and costs of temporary water will be evaluated with construction sequencing options to cost-effectively provide water during construction and testing of the new water mains.

Project Approach and Scope of Services

Project Approach

Existing Conditions

- Survey
 - A full topographic survey and existing conditions plans will be completed for the project. Doucet Survey of Newmarket, NH will serve as project surveyor. Doucet will perform detailed survey within the town ROW, with focus on curb-to-curb and

sidewalks, but include sufficient detail to depict building/house facades for location purposes.

- Survey will be expedited to provide essential design information quickly, with additional full survey following initiation of design.
- ROW will be identified. The limits of the utilities construction will likely not come near the limits of the Town ROW, but we understand the Town wishes to obtain that information at this time for future streetscape and drainage improvements that are planned in the Lincoln Street area.
- Utilities Location
 - Existing utilities include public water, sewer, and drainage. Other utilities include underground gas lines (Unitil), and overhead power, phone and cable. Public sewer is often partially located by existing manholes; and water by in line valves. Assistance in utility location will be provided by TMD Services of Epping, NH.
- Subsurface Investigations
 - For much of the water line replacement in Lincoln and Winter Streets, we anticipate that the existing water main alignments can be used for replacement mains. If these are of sufficient depth, it is likely that any rock/ledge excavation has already occurred. However, a series of borings and probes will be advanced along the water alignment (offset) to confirm conditions. The boring locations will be “Dig Safed”, and Great Works Test Borings will be used to complete investigations.
- Wetlands.

No wetlands characterization or permitting are required for the Lincoln or Winter Street projects.

Design Process

The design process will include:

- Complete development of existing conditions plans for design;
- Initial detailed project initiation meetings with Exeter DPW and other key staff to confirm all project objectives and establish approaches for project communication and design review meetings;
- Development of conceptual layouts, including identification of issues to be addressed in subsequent steps of design. Review project cost estimates based on conceptual design. Advance design to full preliminary design that defines project details and all anticipated construction elements. Review in detail with Exeter DPW and other key staff as appropriate. Review project cost estimates based on preliminary design;
- Advance design to complete final design. Include design drawings, contract documents, and technical specifications. Review all design details with Exeter DPW. Finalize construction sequencing and bidding schedules. Prepare engineer’s estimate of probable project cost based on design.

Public Meetings and Public Information

Coordinate with Town staff in preparing and presenting the project at a public meeting, and assist Town staff in presenting the project to other key Town staff and the Selectmen.

Scope of Services

Task 1 – Existing Conditions

Doucet Survey, Inc. will complete ground survey and will prepare existing conditions plans. The survey will locate existing topographic features and will be based on the NH State Plane Coordinates NAD83 (2011) and NGVD29, unless otherwise specified prior to the start of this task.

Doucet Survey will perform a right-of-way survey. This will include record document research, search for record and physical evidence, and analysis of such evidence to define the apparent roadway right-of-ways and easements within the survey limits.

Coordination with private utility companies will take place to ensure that relocations, removals, or upgrades are taken care of and accommodated within a timely manner. CMA Engineers will review and recommend locations for hydrants and valves to optimize the functionality of the water system.

Great Works Test Boring will complete borings to determine subsurface conditions, including presence of ledge. Boring information and ledge profiles will be represented appropriately on the plans, and incorporated into the utility design and cost estimates.

Task 2 – Plan Submittal Requirements – Preliminary and Final Design

Five copies of Preliminary and Final submittals will be made to the Town for review. Plan/profile drawings will be completed in AutoCAD using standard line styles, symbols, and abbreviations and will be suitable for public bidding. We will prepare plans and profiles at 1" = 20' (H) scale and profiles at 1" = 4' (V). The plans and profiles shall depict the existing topography and observable existing features, including utilities and their depths. Proposed utility systems will be shown with proper notations and design information, suitable to support their construction.

Task 3 – Construction Site Sedimentation Mitigation Plan

Plans depicting sedimentation control measures (including details) will be developed at the final plans stage to define measures for protection of sensitive environmental resources (wetlands and surface waters), existing drainage systems, and abutting properties.

Task 4 – New Hampshire Department of Environmental Services (NHDES) Coordination

We will coordinate directly with NHDES in regards to the water and sewer improvements for the projects to ensure proper review and comments are received.

Task 5– Specifications and Contract Documents

CMA Engineers will prepare contract documents, specifications, including estimated quantities (Bid Schedule), for use in project bidding and construction. Contract will be structured in conventional EJCDC format, and include any preferred Town provisions.

Task 6 – Cost Estimates

We will complete full cost estimates for review at the preliminary and final plan stages. As the projects develop, we will provide alternative cost options when appropriate/requested in an effort to provide the Town with viable, encompassing, and cost effective options to achieve desired goals.

Task 7– Bidding Services

CMA Engineers will issue Project 1 plans and specifications to bidders, respond to bidder questions, provide clarifications as needed, prepare and issue addenda, attend a pre-bid meeting, receive and review bids, prepare a recommendation of award, and prepare the contract documents.

Task 8 – Meetings

The project team will meet regularly with Town staff to review project progress and facilitate decision-making. Design review meetings will be held at key milestones and prior to public meetings. A neighborhood meeting for each project will be held to receive input from residents and business owners. A separate meeting will be held with the school district for the project.

Task 9– Construction Services

CMA Engineers will address a scope for construction services as an amendment to this agreement, based on final contract schedules, arrangements, and delineation of roles between the Town and CMA Engineers as desired by the Town.

Project Team

CMA Engineers proposes a capable project team for the project, as outlined below. Additional staff will be used as needed and appropriate.

Principal and Project Manager	William A. Straub, P.E.,
Senior Utilities Engineer	Phillip A. Corbett, P.E.
Senior Utilities and Roadway Engineer	Daniel Hudson, P.E.
Project Engineer	Joshua W. Bouchard, P.E.
Project Engineer	Phillip A. Corbett, P.E.
Staff Engineers	Adam T. Roy, EIT
	Whitney Chamberlain, EIT
Senior Construction Review	John (Jack) Kareckas, CET
Quality Assurance Review	Craig N. Musselman, P.E.
Surveyor	William Doucet, LLS, Doucet Survey

Schedule

Commence Work:	June 3, 2015
Complete Borings, Survey	Mid-June
Preliminary Design Complete:	Late June
Final Design Complete:	Late July
Advertise for Bids:	August
Receive Bids and Issue Notice of Award:	Late August/Early September
Start of Construction:	Early September
Construction:	Fall
Completion:	Spring 2016

Engineering Fees

Engineering fees will be assessed on the basis of CMA Engineers, Inc. standard rates. Engineering staff are invoiced at the rate of salary cost (wage rate plus 35% to cover statutory and customary fringe benefits) times a factor of 2.45. Principal time is invoiced at the lesser rates of \$150 for William Straub, and \$160 for Craig Musselman. Expenses are invoiced at cost plus 10%. Subconsultant costs are subject to a multiplier of 1.15. Mileage will be billed at the prevailing IRS rate. CADD computer time, if required, is invoiced at \$9/hour.

Current resulting hourly rates for members of the project team are (subject to change per formula above):

William A. Straub, P.E.	\$150hr
Phillip A. Corbett, P.E.	132
Daniel Hudson, P.E.	134
Joshua W. Bouchard, P.E.	100
Staff Engineers	75- 98
John C. Kareckas	119
Clerical	60-68

Engineering costs are subject to budgeted fee limits. The total fee limit for the entire design scope, through bidding, is \$ 126,500. Total costs will not exceed this limit without review with the Town of the circumstances necessitating fee modification, and agreement with the Town.

The estimated breakdown of these costs, by task, is presented as follows. These estimated costs are not proposed as individual task fee limits, but to indicate the relative distribution of time and effort throughout the project. (*Attachment A is a further basis for these estimated costs, with hour and cost estimates.*)

Budget

A. Existing Conditions Plan (inc. survey, borings, utilities)	\$46,000
B. Conceptual and Preliminary Design Development	36,000
C. Permitting	2,000
D. Final Design	18,000
E. Contract and Specifications	6,500
F. Bidding assistance	6,500
G. Meetings (multiple staff meetings and public meetings)	<u>11,500</u>
	\$126,500

Agreement

CMA Engineers' standard terms and conditions are attached, and shall apply except as specifically modified above. Invoices will be prepared on a monthly basis, and will include a summary of all time and expenses, a project summary and status report. Invoices will be due net 30 days.

This agreement represents the entire agreement between the Town of Exeter and CMA Engineers Inc. for this project. You can authorize this agreement by signing in the spaces provided below and returning a copy to us.

CMA Engineers sincerely appreciates this opportunity to be of continued service to the Town of Exeter. Should you have any questions, please do not hesitate to call.

Very truly yours,
CMA ENGINEERS, INC.



William A. Straub, P.E.
Principal/Project Manager

Attachments: CMA Engineers Terms and Conditions
Attachment A: Cost estimate breakdown

WAS/ams

ACCEPTED AND AUTHORIZATION TO PROCEED

Town of Exeter, NH

By: _____ Date: _____

CMA ENGINEERS, INC.
GENERAL TERMS AND CONDITIONS

The general terms and conditions presented below are incorporated, by reference, into the letter agreement ("Agreement") between CMA Engineers, Inc. ("CMA") and Client. In the event that any of the terms and conditions below contradicts any statements in the Agreement, the terms stated in the Agreement shall rule with respect only to such contradicting statements.

CMA and Client agree as follows:

1. **Services:** CMA shall provide client with the services outlined in the Agreement with respect to the project identified. Additional technical services beyond those specifically outlined will be rendered only following an amendment of the Agreement signed by both CMA and Client.

2. **Invoices and Payment:** Client will pay CMA for services rendered in accordance with the rates and charges set forth in the Agreement and as described herein. Invoices will be submitted on a two-week or four-week basis, at the option of CMA. Payment to CMA will be due within fifteen (15) calendar days of invoice date. Unpaid balances will be subject to a 1 1/4% per month late payment charge beginning on the fifteenth day after invoice date. If there are unpaid balances remaining thirty (30) days after the invoice date, CMA may, upon giving ten (10) days written notice to Client, elect to temporarily or permanently terminate services under the Agreement until such invoices are paid in full. Such a temporary or permanent termination of services shall not constitute a waiver of other rights or claims against Client and no liability to Client shall be incurred by such termination.

3. **Time and Materials Provisions:** Where the Agreement specifies that payment is to be due on a time and materials basis (i.e., hourly rates plus reimbursable expenses), fees shall be invoiced based on hours actually expended plus reimbursable expenses. The minimum time segment for invoice purposes shall be one half hour for office time and four hours for field work and out-of-office meetings. Hourly charges shall include time in transit.

Expenses properly chargeable to Client which are reimbursable at cost plus ten percent (10%) shall include: travel (including automobile mileage at the maximum current IRS rate); lodging and meal expenses when CMA personnel are away from their office on activities connected with Client's project; project related drafting and clerical supplies; communication (including telephone), shipping, printing, and other reproduction costs; CADD computer time; computer software if specially acquired (with Client's prior approval) for Client's project; and expendable materials and supplies purchased specifically for Client's project.

The services of professional and technical subconsultants shall be invoiced and payable at cost plus fifteen percent (15%) as a processing and administrative charge.

4. **Nature of Fee and Schedule Estimates:** Unless otherwise specifically presented in the Agreement, the estimated total fees proposed represent CMA's estimate of the level of effort required to perform the proposed services. It is understood by Client that the services provided by CMA at times involve conceptual engineering, preparing regulatory permit applications, meetings, negotiations, and other types of services all of which are not fully definable and involve services over which CMA does not have control over the amount of time (affecting both fees and project schedule) required to effectively accomplish Client's objectives. As the project progresses, CMA will keep Client informed of factors beyond the control of CMA which may alter the project schedule as outlined in the Agreement and CMA will apprise Client in writing in the event that total fees required to perform the proposed services will be in excess of the fee estimates presented in the Agreement.

CMA shall not be liable for any delay or failure by CMA to perform any of its obligations under the Agreement, if such delay or failure arises from any cause beyond CMA's control (including Client's failure to comply with the provisions of Section 5 below).

5. Client's Responsibilities: Client shall provide full information as to Client's requirements for Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to CMA's submissions; and give prompt written notice to CMA whenever Client observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto:

- When required in connection with the services to be provided by CMA under the Agreement, and upon request by CMA, furnish to CMA borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions, all of which CMA may rely upon in performing services hereunder.
- Guarantee access to and make all provisions for CMA, its agents, employees, and subconsultants to enter upon public and private property, as required to carry out the services outlined.
- Provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the Project.

6. Standard of Professional Practice: Client acknowledges that CMA's services require the application of engineering judgment and that decisions and recommendations are not always, or often, clear matters of engineering and science. Client acknowledges the inherent risks incurred by Client in undertaking the proposed project and, in accepting CMA's proposal, has selected CMA to assist in furthering Client's stated objectives through applying such engineering judgment. CMA will perform its services in accordance with generally accepted professional practice, as existing at the time of providing such services, based upon CMA's experience, qualifications, and professional judgment. Client acknowledges that CMA's services will be rendered without any other warranty or guarantee, express or implied, beyond CMA's observance of the above Standard of Professional Practice.

7. Insurance: CMA maintains, at its own expense, Worker's Compensation insurance, public liability and property damage insurance, and Engineer's Professional Liability insurance. CMA will provide certificates of such insurance upon written request by Client. Client acknowledges that CMA will not be liable to Client for any loss, damage, cost, or expense which, in the aggregate, exceed the amounts of CMA's insurance coverage limits, inclusive of such exclusions and conditions of the insurance policies maintained, unless CMA is determined by a final judgment of a court of competent jurisdiction to have caused any loss, cost, damage, or expense solely by reason of CMA's willful misconduct or gross negligence. ~~Claims against CMA based upon failure to perform its professional services in accordance with the Standard of Professional Practice required in Section 6 are limited by the provisions of Section 8.~~

~~8. Limitation of Professional Liability: Notwithstanding any other provisions of these general terms and conditions, CMA's liability to Client for any loss or damage arising out of or in connection with the Agreement, including but not limited to loss or damage caused by CMA's professional negligence, errors, or omissions, shall not exceed the greater of the total fees actually paid to CMA under the Agreement or \$80,000, and Client hereby absolves CMA from any liability in excess of that stated amount.~~

9. Reuse of Documents: All documents including Drawings and Specifications prepared or furnished by CMA (and CMA's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CMA shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CMA for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CMA, or to CMA's independent and professional associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CMA to further compensation at rates to be agreed upon by Client and CMA.

10. Termination: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, CMA will be paid for all services rendered to the date of termination and all Reimbursable Expenses.

11. Controlling Law: This Agreement is to be governed by the law of the State of New Hampshire.

12. Successors and Assigns: Client and CMA each is hereby bound and the partners, successors, executors, and administrators and legal representatives of Client and CMA are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and CMA, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and CMA and not for the benefit of any other party.

13. Arbitration: All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to the Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This Agreement so to arbitrate and any other Agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or the matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of, or relating to, the Agreement may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to the Agreement.

The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

14. Severability: The provisions of these Terms and Conditions are severable. The invalidity of any part of these Terms and Conditions shall not invalidate the remainder of these Terms and Conditions nor the remainder of any portion hereof.

Exeter Lincoln and Winter Street Utilities Project
 CIMA ENGINEERS PROJECT BUDGET

LABOR CLASSIFICATION	RATE	A Existing Conditions	B1 Conceptual Design	B2 Preliminary Design	C Permitting	D Final Design	E Contract and Specs	F Bidding Services	G Meetings	BY CLASS
PRINC/REVIEW	\$160	0	2	2	0	2	2	0	0	8
PRINC/PROJECT MANAGER	\$150	4	24	24	4	20	4	12	32	124
SENIOR ENGINEER (PAC)	\$132	8	32	40	0	40	32	16	40	208
SENIOR ENGINEER (DH)	\$133	0	8	8	0	4	4	0	0	24
PROJECT ENGINEER (JWB)	\$100	0	0	0	0	0	0	0	0	0
PROJECT ENGINEER (JB)	\$119	0	8	0	0	24	0	0	0	32
STAFF ENGINEER	\$80	8	80	60	0	60	0	20	0	208
GEOTECH OR STRUCTURAL	\$140	8	8	0	8	0	0	0	0	22
CADD/TECH	\$107	12	24	18	0	8	0	0	0	70
OPEN	\$0	0	0	0	0	0	0	0	0	0
CLERICAL	\$64	1	4	2	2	2	8	0	0	28
TOTAL HOURS(CIMA)		41	170	154	12	160	50	54	84	725
LABOR COST(CIMA)		\$4,784	\$18,904	\$17,118	\$1,568	\$17,772	\$6,188	\$5,886	\$11,192	\$83,402
DIRECT EXPENSES (TRAVEL,PHONE,COPIES,ETC)		\$300	\$300	\$300	\$50	\$300	\$300	\$300	\$300	\$2,150
CIMA SUBTOTAL W/O SUBS		\$5,084	\$19,204	\$17,418	\$1,618	\$18,072	\$6,488	\$6,186	\$11,492	\$85,552
Doucal Survey		\$33,942	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,942
Jacobs Wetland		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Great Works Borings		\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
Location Services		\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
TASK TOTAL		\$46,006	\$19,204	\$17,418	\$1,618	\$18,072	\$6,488	\$6,186	\$11,492	\$126,494

DRAFT

_____ of _____

Tax Stamp: \$ 00.00

Recording Fee: \$ _____

Return to: Acct # 520

Devine, Millimet & Branch Attn: amw

111 Amherst Street

Manchester, NH 03101-9949

AGREEMENT FOR RELEASE OF WATER RIGHTS

This AGREEMENT FOR RELEASE OF WATER RIGHTS (this "Agreement") dated this ____ day of _____, 2015 (the "Effective Date"), by and between Exeter Mills, LLC ("Exeter Mills"), a New Hampshire limited liability company with a mailing address of 3 Penstock Way, Newmarket, New Hampshire 03857 and Town of Exeter (the "Town"), a municipal corporation with a mailing address of 10 Front Street, Exeter, New Hampshire 03833.

RECITALS:

A. Exeter Mills is the owner of property located at 1 Jady Hill Avenue (Tax Map 64, Lot 86) and 10 Chestnut Street (Tax Map 64, Lot 51) and all buildings and improvements located thereon (the "Property").

B. The Town is the owner of the Great Dam located on the Squamscott River (the "Great Dam").

C. Water from the Great Dam is diverted via a penstock located adjacent to the Property (the "Penstock"), which water therefrom is available for use by Exeter Mills for fire protection purposes at the Property and to provide water for the heat exchange system for the central air conditioning facilities located on the Property. Exeter Mills' right to this water source is granted pursuant to (i) the deed from Exeter Mills' predecessor in title, Pendleton Water Company, Inc., to the Town conveying the Great Dam, dated October 7, 1981 and recorded in the Rockingham County Registry of

May 29, 2015 Draft

Deeds at Book 2400, Page 92 and (ii) an agreement with Exeter Mills' predecessor in title, Arbor Exeter Limited Partnership, and the Town, set forth in a letter dated December 4, 1987, and confirmed by several recorded deeds, easements and amendments thereto, including the Warranty Deed from The Guardian Life Insurance Company of America to Exeter Mills dated June 22, 2012, and recorded at Book 5329, Page 2167 of the Rockingham County Registry of Deeds (the "Deed").

E. The Town residents voted at the Town Meeting held on March 11, 2014 to remove the Great Dam. The removal of the Great Dam will interfere with the Town's ability to provide water to the Property via the Penstock.

F. Exeter Mills proposes that in lieu of the Town taking steps to retro-fit the river water intake system Exeter Mills will (1) construct a new municipal water service for fire protection, (2) install a cooling tower for air conditioning, and (3) install a well for irrigation (the "Improvements") and obtain reimbursement from the Town for a set amount of costs of the Improvements.

G. The Town and Exeter Mills have reached an agreement whereby Exeter Mills will release to the Town all of its water rights described in the Deed and/or provided by the Great Dam and the Penstock in exchange for the Town's commitment to reimburse Exeter Mills a set amount of the costs of the Improvements.

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

1. Release of Water Rights. Exeter Mills hereby forever releases and discharges to the Town all flowage rights, water rights, rights of water usage, including the Water Rights described in the Deed, or otherwise which Exeter Mills may have in and unto the river beds, the waters located in and the channels of Squamscott River, Exeter River, Little River and their tributaries in the Towns of Exeter, Kensington, Brentwood, and wherever otherwise situated.
2. Payment by the Town.
 - a. Exeter Mills shall be responsible for the payment of all costs associated with the Improvements (the "Improvements Costs").
 - b. The Town agrees to reimburse and/or advance to Exeter Mills the Improvements Costs up to a total cost of Four Hundred Thirty-Seven

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Thousand Five Hundred Dollars (\$437,500.00) (the “Cost Cap”) pursuant to the terms and conditions set forth in this Agreement.

- c. Exeter Mills shall be solely responsible for all Improvements Costs that exceed the Cost Cap.
- d. As of the Effective Date, Exeter Mills shall be entitled to reimbursement and/or advances of the Improvements Costs by the Town up to the Cost Cap in accordance with the following:
 - i. Requests for Reimbursement for Improvements Costs. Exeter Mills shall submit an AIA Application and Certificate for payment completed by or on behalf of Exeter Mills (or other statement in a form satisfactory to the Town) setting forth, among other things, the amount of the reimbursement sought and also including (1) the costs incurred by Exeter Mills for materials and labor in connection with the construction of the Improvements, (2) the costs incurred by Exeter Mills for professional and other services in connection with the Improvements, including design and engineering work, (3) a cost certification from the General Contractor retained by Exeter Mills to construct the Improvements in a form satisfactory to the Town, (4) lien waivers from all contractors, subcontractors or suppliers in form and substance satisfactory to the Town for work or material in excess of Twenty-Five Thousand Dollars (\$25,000.00), and (5) proof of payment of all costs covered by any previous reimbursement paid by the Town (the “Reimbursement Request”). The Reimbursement Request shall also include proof of payment of all costs covered by any previous Advance Request (as hereinafter defined) paid by the Town and lien waivers from all suppliers in a form and substance satisfactory to the Town for any previous Advance Request paid by the Town.
 - ii. Requests for Advances for Improvements Costs. In the event that Exeter Mills needs to purchase large equipment in connection with the construction of the Improvements, which cost of the large equipment exceeds Fifty Thousand Dollars (\$50,000.00), Exeter Mills shall be permitted to submit a certificate and statement in a form satisfactory to the Town

setting forth, among other things, the amount of the advance sought and also including (1) the costs to be incurred by Exeter Mills for the large equipment required in connection with the construction of the Improvements, (2) a cost certification from the General Contractor retained by Exeter Mills to purchase the large equipment required to construct the Improvements in a form satisfactory to the Town, (3) a certification from the General Contractor that lien waivers will be obtained from the supplier in connection with the purchase of the large equipment, and (4) proof of payment of all costs covered by any previous advance request paid by the Town (the "Advance Request"). The Advance Request shall also include proof of payment of all costs covered by any previous Reimbursement Request paid by the Town and lien waivers from all suppliers in a form and substance satisfactory to the Town for any previous Advance Request paid by the Town.

- iii. Reimbursements and Advances by the Town for the Improvement Costs. Upon receipt of the Reimbursement Request or Advance Request, the Town shall approve or deny the amount of the Reimbursement Request or Advance Request within fourteen (14) days of receipt, such Reimbursement Request or Advance Request to be in accordance with the terms of this Agreement and subject to the Cost Cap. After the Reimbursement Request or Advance Request is approved by the Town, the request for payment shall be submitted through the Town's payment process, which process could take additional weeks before the payment is made to Exeter Mills.

3. Default. The terms and conditions of this Agreement shall be enforceable by the parties hereto by actions for specific performance or injunction in addition to any other remedies available at law or in equity, subject to any defenses that may be asserted, provided that the non-defaulting party provides due notice and an opportunity to cure to the defaulting party and the defaulting party fails to cure the breach within thirty (30) days after receipt of such notice. Any failure or omission of the non-defaulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance. The prevailing party shall be entitled to attorney's fees and costs and interest

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on any damages of ten percent (10%).

4. Authority. The Town and Exeter Mills each warrants and represents to the other that it has full right and authority to enter into this Agreement, that this Agreement has been presented to and approved by each party's governing board after proper notice and hearing, and that the person signing on behalf of each party is authorized to do so. The Town warrants and represents the funds necessary to reimburse and/or pay Exeter Mills in accordance with the terms of this Agreement have been approved by the Board of Selectmen and set aside in a separate account targeted for this Agreement only. The funds will be released to Exeter Mills in accordance with this Agreement. Any remaining funds will be released to the Town upon certification by Exeter Mills the Improvements are complete and all reimbursements and/or payments have been paid.
5. Relationship of the Parties. This Agreement shall not be considered to create a joint venture, partnership or other legal relationship between the parties or as giving the right of either party to legally bind the other party in any manner or to be able to incur debts or liabilities on behalf of the other party or create a condition in which either party shall share or be responsible for the debts or liabilities of the other party.
6. Indemnification. Exeter Mills shall indemnify, defend and hold harmless the Town from any and all liability, claim, loss or damage asserted by the present occupants of the Property or any portion thereof that the Town may suffer or defend arising out of the construction of the Improvements. The Town shall provide prompt notice of such claims to Exeter Mills, but the omission to so notify Exeter Mills shall not relieve Exeter Mills from any liability, except to the extent that such failure shall have actually prejudiced the defense of a claim. Exeter Mills may retain counsel of its choice to represent them in any claim (provided such counsel shall be reasonably satisfactory to the Town), and such counsel shall, to the fullest extent consistent with its professional responsibilities, cooperate with the Town and any counsel designated by the Town. In response to a bona fide settlement offer, Exeter Mills may settle any claim, action or proceeding involving only the payment of monetary damages, without the consent of the Town. Exeter Mills shall not have the right to agree to a settlement involving injunctive or other equitable relief against the Town without first obtaining the Town's prior written consent.
7. No Third Party Beneficiary Rights. Notwithstanding anything contained in this

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Agreement to the contrary, it is intended that no other person or entity other than the parties hereto shall have any "third party beneficiary" or other rights hereunder.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
9. Entire Agreement / Amendments. This Agreement is intended by the parties as the final, complete and exclusive agreement of the parties. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superseded by the Agreement, and no party is relying on any promise, agreement or understanding not set forth in this Agreement. This Agreement may not be amended or modified except by a written instrument of subsequent date hereto describing such amendment or modification and executed by the Town and Exeter Mills.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire and any applicable laws of the United States of America.
11. Severability of Provisions. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The parties agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement.
12. Headings. Article and Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
13. Execution in Counterparts. This Agreement may be executed in counterparts; each counterpart, when so executed and delivered, shall be deemed to be an original and all such counterparts, taken together, shall constitute but one and the same Agreement.

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14. Recordation. The parties agree that this Agreement shall be recorded in the Rockingham County Registry of Deeds once Exeter Mills certifies that it has received all reimbursements and/or payments due under this Agreement. This Agreement shall be held in escrow by Town's counsel and released upon receipt of this certification.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF EXETER

Dated: _____

By: _____
Russell Dean, Town Manager
Duly Authorized

EXETER MILLS, LLC

Dated: _____

By: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Russell Dean, Town Manager of the Town of Exeter, New Hampshire, a New Hampshire body politic, on behalf of said Town of Exeter.

Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal or Stamp:

[Sign in Black Ink]

May 29, 2015 Draft

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ (name), _____, of Exeter Mills, LLC, a New Hampshire corporation, on behalf of the corporation.

Justice of the Peace/Notary Public

My Commission Expires: _____

Notary Seal or Stamp:

The H.L. Turner Group Inc.

27 Locke Road Concord, NH 03301 t: 603.228.1122 hlturner.com

May 22, 2015

SENT VIA EMAIL

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

SUBJECT: Proposal for Professional Architectural and Engineering Services
Town-Wide Facilities Plan Project
Exeter, New Hampshire

Dear Mr. Dean:

Per your request, we are pleased to offer this proposal to provide professional architectural and engineering services for the Town-Wide Facilities Plan Project for the Town of Exeter, New Hampshire.

UNDERSTANDING

The Town of Exeter is a municipality of approximately 14,500 residents. The Town operates with a Board of Selectmen and Official Ballot ("SB2") form of government with a Town Manager. The Town's annual general fund budget is in excess of 17 million dollars, not including water and sewer, which are separate enterprise fund budgets.

The Town currently owns several facilities that provide municipal services and also serve as facilities for community groups. The Turner Group will be responsible to assess user needs and space utilization to create a facilities plan for both short and long term facility use.

We will assist the Town with an assessment that will take stock of its inventory of buildings, identify significant end users, and understand all relevant issues to make informed decisions about the future in order to prioritize a schedule of replacement, rehabilitation, or disposition for implementation over the next several years.

SCOPE OF SERVICES

Needs Assessment

Programmatic review of municipal and end user functions (including community groups); office and meeting space needs; parking needs for staff and customers; needs relating to deliveries to the building; identification of alternatives, and creative means of achieving the goal of a convenient, safe, efficient, economical and comfortable site for municipal departments and customer service.

Building and Site Assessment/Identification

The review will include the site and structural, electrical, and mechanical systems of each building with priority consideration given to ADA/Life Safety Code Compliance.

Alternatives, Scenarios, and Master Plan Development

With the needs established and the sites identified, the Facilities Working Group will be presented with a range of scenarios to consider. Each scenario will include:

- Pros and cons;
- Effect on other Town infrastructure elements;
- Impact on Town's Historic Districts and building and/or site history;
- Necessity to meet health, safety, or legal requirements;
- Public accessibility;
- Impact on Town/department operations;
- Timelines for projects, both individually and collectively.

The report will be presented in a document that includes an alternative analysis for each building:

- Pros and cons of each alternative;
- Feasibility of each alternative;
- Projected cost range of each alternative;
- Effectiveness and benefits; and
- Relative importance/urgency of each of the identified program needs.

The first step will be a meeting with the Town's designated project representatives to review the protocol for the upcoming user group meetings. Once the protocol has been established, we will send questionnaires to each of the user groups to be completed and returned. Following the distribution of the questionnaires we will schedule follow-up meetings with each of the groups. The intent of the meeting is to conduct interviews in order to better understand how each department functions, what the space needs are, and what adjacencies are required for each department.

In addition to meeting with facility users we will conduct facility assessments to identify and categorize potential improvements, maintenance issues, and ADA/Life Safety compliance. We



will examine each facility's site, exterior, structural, mechanical, plumbing, electrical, and HVAC systems. Prior to conducting our fieldwork, we will interview administration and staff and research building documentation to gain a full understanding of the project requirements. Our research will include gathering existing information specific to each of the facilities that will be included in this assessment. Information not limited to: existing plans, specifications, equipment cut sheets, utility invoices, service records, etc. The information will be reviewed, organized into project files for each of the facilities, electronically scanned into the project database, and then provided to the various Turner Group team members for their review prior to the site visit. This will give each of the team members a level of familiarity with the building and any known issues prior to arriving on-site.

We will identify buildings or properties on the Historic Registry or contributing too/part of a Historic District. We will not research in any depth the details of the registry at this time, but recognize it may have an impact on renovation and costs. Our review of utility costs as it relates to energy savings/efficiencies is a general overview. It is not an energy modeling exercise or energy audit at this time.

Our team includes representatives from the town, architects, civil engineers, structural engineers, and mechanical engineers from The Turner Group, and electrical engineers from BLW Engineers, Inc. Each team member will focus on their specific area of expertise, but will cross disciplines as well, and will take notes and photographs of the areas while on-site to prepare for their portion of the report matrix.

For each of the facilities, the end product of the assessment will be a report that identifies and prioritizes specific items to be undertaken in a well-organized document that can be used by the Town of Exeter. Following the facility assessments, our project manager and senior team members will work with representatives from the town in order to prepare the framework for the report to insure that it is the most useful, dynamic, and productive tool for the future of facilities maintenance. The final report will contain a table of information that includes observations, recommendations, photographs and opinion of cost.

- On-site Team Mobilization—Coordinating with Town officials a schedule of buildings will be determined. The Turner Group along with BLW Engineers, Inc. will meet on site as a team to conduct assessments in a coordinated and systematic manner.
- Priority Review—All public and common areas will receive priority evaluation to determine compliance with ADA/Life Safety requirements.
- Space Allocation—Through the course of our assessment we will evaluate space needs based on physical examination and interviews with staff. Special consideration will be given to community access and security.

Three printed copies (one unbound) and one electronic version of the final report will be delivered to the Town at which time our project manager and other team members will be available for a presentation to the Selectboard. In addition to the report we will deliver electronic versions of all scanned documentation.



Buildings included for a site visit include the following: Town Hall, Town Offices, Public Works Complex, Public Safety Complex, Parks/Recreation Building, Senior Center, 47 Front Street and the Public Library. User groups at all buildings listed above as well as the facilities director for the elementary schools will be included in the interviews. The purpose of including the school is to gain an understanding of any projects that the school plans to undertake in the near future.

Our services for this project will be provided in accordance with the attached **“Standard Conditions for Engagement”** dated January 1, 2015

FEE

We propose to provide the above scope for a Lump Sum Price of \$ 50,000. Invoices will be submitted monthly as a percentage of the completed work.

Any additional work which may be required beyond the scope of this proposal will be performed on a negotiated basis in accordance with the attached **“Standard Fee Schedule and Payment Terms”** dated January 1, 2015.

SCHEDULE

We have established the following schedule based on the Town’s timeline with the understanding that some scheduling will be dependent on town staff availability.

- Kick off Meeting Week of June 15, 2015

- User Meetings
 - Town Hall, Town Offices, and Senior Center June 22, 2015
 - Public Works, and Parks and Recreation June 25, 2015
 - Police, Fire, and Library June 30, 2015

- Site Visits
 - Town Hall, Town Offices and Safety Complex Week of July 13, 2015
 - Public Works, Library, Parks and Recreation, and Senior Center
..... Week of July 20, 2015

- Draft Report September 18, 2015

- Meetings to Review Draft Report October 2015

- Final Report November 20, 2015



MEETINGS

Meetings will be held as necessary to ensure a successful project and make sure that the communication between the Town and HL Turner is good. Project meetings include;

1. Kick-off.
2. Monthly review and update project meetings.
3. Review of the draft report.
4. Presentation of the final report.

ITEMS NOT INCLUDED

- A. Fees for submissions, applications, permits, etc. to regulatory agencies.
- B. Any item not specifically identified in this proposal.
- C. identification hazardous materials (lead, PCBs, mold, asbestos).
- D. Develop floor plans for the buildings.
- E. Design of new spaces or solutions.

CLIENT RESPONSIBILITIES

1. To provide one point of contact as the Owner's Project Manager for the implementation of this project.
2. Perform project management and interaction between the user groups (town departments) and the design team.
3. Make timely decisions during the design process in order to keep the project on schedule.
4. Provide access to the sites and/or buildings as needed.
5. Provide project drawings for the existing building and/or site.

CONTRACT FORM

Please sign and return these originals as your acceptance of the above scope and terms, including noted attachments, and your authorization to proceed. Please also provide a purchase order or equivalent accounting number, if applicable, at the end of this letter in order to allow us to proceed.

In the event the Client issues a purchase order or other instrument related to the Consultant's Services, it is understood and agreed to that such document is of the Client's internal accounting purpose only, and shall in no way modify, add to, or delete any of the terms and conditions of the agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed to that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

We appreciate the opportunity to present this proposal, and look forward to assisting the Town of Exeter with this project.

Sincerely,

THE H.L. TURNER GROUP INC.



William D. Hickey
Senior Vice President

WDH/kap

Accepted by:

Town of Exeter

Date: _____

By (Signature): _____

Title: _____

Purchase Order No. (if applicable): _____





STANDARD FEE SCHEDULE AND PAYMENT TERMS

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate*</u> <u>\$ per Hour</u>
Principal	195
Associate.....	160
Senior Project Manager III.....	130
Senior Project Manager II	120
Senior Project Manager I.....	100
Project Manager.....	90
Associate Project Manager.....	80
Senior Project Engineer/Architect III.....	130
Senior Project Engineer/Architect II.....	110
Senior Project Engineer/Architect I.....	100
Project Engineer/Architect.....	90
Engineer/Architect.....	80
Associate Engineer/Architect	70
Senior Project Designer III	105
Senior Project Designer II	95
Senior Project Designer I	85
Project Designer	75
Designer	65
Associate Designer.....	55
Technical Word Processing III.....	75
Technical Word Processing II.....	60
Technical Word Processing I.....	45
Technical Aide.....	35

* These rates are firm through December 31, 2015. Expert Testimony Rates are 1.5 x Hourly Billing Rates.

REIMBURSABLE EXPENSES AND OUTSIDE SERVICES

Transportation and Subsistence - Transportation and subsistence expenses will be billed at cost plus a 15% service charge.

Outside Services - Outside services will be billed at cost plus a 15% service charge. Examples of outside services ordinarily charged to projects are subcontractors; laboratory charges; outside printing and reproduction; shipping charges; rental vehicles; fares of public carriers; special fees for insurance certificates, permits, licenses, etc.; and state sales and use taxes. Field and specialty equipment will be billed at a daily, weekly or monthly rate, as needed for the project.

Other Expenses - Examples of other expenses are telecommunications charges, blueprints/plots, in-house copying and printing, software licensing fees, and data network fees.

PAYMENT TERMS

Invoices will be submitted monthly unless specifically detailed otherwise in an accompanying contract or signed proposal.

Invoices are due and payable upon their receipt. An interest charge of one and one-half percent (1-1/2%) of the invoice amount will be added automatically to each invoice if payment is not received within thirty (30) days after the date on the invoice. Thereafter, interest on the cumulative outstanding balance will be added at a rate of one and one-half percent (1-1/2%) per month. All payments received shall be applied to the oldest invoices first.



STANDARD CONDITIONS FOR ENGAGEMENT

The **CLIENT** and **THE H.L. TURNER GROUP INC. (TTG)** hereby agree as follows:

- 1. CONTRACT** - The Contract is the Proposal or Contract document that is signed and dated by TTG and the CLIENT and to which these Standard Conditions for Engagement are appended by reference.
- 2. COMPENSATION FOR SERVICES AND PAYMENT TERMS** - The CLIENT agrees to pay TTG in accordance with the payment terms provided in the Contract.

Invoices will be submitted monthly unless specifically detailed otherwise in the accompanying contract or signed proposal.

Invoices are due and payable upon their receipt. An interest charge of one and one-half percent (1-1/2%) of the invoice amount will be added automatically to each invoice if payment is not received within thirty (30) days after the date on the invoice. Thereafter, interest on the cumulative outstanding balance will be added at a rate of one and one-half percent (1-1/2%) per month. All payments received shall be applied to the oldest invoices first.

3. CLIENT RESPONSIBILITIES

Project Requirements: The CLIENT shall provide to TTG all criteria and information as to requirements for the Project including objectives, constraints, performance requirements, expendability and budgetary limitations; and furnish copies of all design and construction standards which the CLIENT will require to be incorporated into the Project.

Client Representative: The CLIENT shall designate in writing a person to act as the CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to TTG's services for the Project.

Existing Information: The CLIENT shall provide TTG with all information available to the CLIENT pertinent to TTG's work under this Agreement. The CLIENT shall furnish to TTG, as required for performance of TTG's Basic Services, the following:

- Environmental assessment and impact statements;
- Property, boundary, easement, right-of-way topographic and utility surveys;
- Property descriptions;
- Zoning, deed and other land use restriction;
- Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and appropriate professional interpretations of all of the foregoing; and
- Other special data or consultations;

all of which TTG shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing services under this Agreement. The CLIENT shall assist TTG as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for the CLIENT on matters affecting this Project.

Access: The CLIENT shall acquire all necessary easements, rights of way, land takings and arrange for access to and make all provisions for TTG and its subconsultants to enter upon public and private property as required for TTG to perform its services.

Review Documents: The CLIENT shall examine all documents prepared for the Project by TTG; and at the CLIENT'S option, obtain advice from legal counsel, insurance counsel and other appropriate advisors, and advise TTG of any opinion or recommendations resulting from paid advice.

Permits: The CLIENT shall secure and maintain all necessary approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

Notice: The CLIENT shall give prompt written notice to TTG whenever he observes or otherwise becomes aware of any development that affects the scope or timing of TTG's services.

Additional Work: The CLIENT shall furnish, or direct TTG to provide necessary Additional Services.

Costs: The CLIENT shall bear all costs incident to compliance with the requirements of this Section 3.

4. DOCUMENTS - All reports, design drawings, field data and notes, laboratory test data, calculations, estimates and other documents that TTG prepares as instruments of service shall remain TTG's property. The CLIENT agrees that TTG's services are on behalf of and for the exclusive use of the CLIENT and that all reports and other documents furnished to the CLIENT or his agents shall be utilized solely for this project. These documents are not intended or represented to be suitable for reuse by CLIENT or others in connection with (a) the completion of the Project if TTG's agreement has been terminated or TTG otherwise is not involved in the Project; (b) extensions of the Project; and/or (c) any other project. Any reuse without written verification or adaptation by TTG for the specific purpose intended will be at CLIENT's sole risk and without any liability or legal exposure to TTG or its consultants. The CLIENT shall indemnify and hold harmless TTG, and its consultants, from any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle TTG to further compensation at rates to be agreed upon by CLIENT and TTG.

5. RESTART - If the Project is stopped for a period greater than 30 days, a restart fee will be required to compensate TTG for any necessary premium time, and for remobilization of staff and materials. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation.

Restart fee will be 10% of fee earned to date of stoppage, unless CLIENT and TTG agree on a different amount.

6. CONSTRUCTION OBSERVATION SERVICES - If TTG's construction observation services are included as part of the scope of services in the Contract, TTG will provide personnel to observe construction to determine that it is being performed, in general, in accordance with the plans and specifications.

TTG cannot provide its opinion on the suitability of any part of the work performed unless measurements and/or observations of that part of the construction are made by TTG personnel.

TTG's services do not make TTG a guarantor of the contractor's work and the contractor will continue to be responsible for the accuracy and adequacy of all construction or other activities performed by the contractor. The contractor will be solely responsible for the methods of construction; supervision of personnel and construction; control of machinery; falsework, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA regulations.

7. REVIEW OF SHOP DRAWINGS - If TTG's contract with the CLIENT so requires, TTG shall review (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. TTG's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

8. CONTRACTOR PERFORMANCE - It is the CLIENT's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. The CLIENT agrees to pay TTG 2.5 times Direct Personnel Expense for all its troubleshooting work due to Contractor's inability to achieve satisfactory operation.

CLIENT shall hold harmless, defend and indemnify TTG, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of the CLIENT or its agents, or liability due to the negligence of any Contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of TTG or its consultants due to the sole negligence of TTG, or its consultants.

9. COST ESTIMATES - Any estimates or opinions of project or construction costs are provided by TTG on the basis of TTG's experience and qualifications as an architect/engineer and represent its best judgment as an experienced and qualified architect/engineer familiar with the construction industry. Since TTG has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by TTG. Similarly, since TTG has no control over building operation and/or maintenance costs, TTG cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by TTG. No fixed limit of construction cost is established as a part of this Agreement.

10. STANDARD OF CARE - TTG's services will be performed in accordance with generally accepted practices of the Architects/Engineers providing similar services at the same time, in the same locale, and under like circumstances. CLIENT agrees that TTG's services provided will be rendered without any warranty, express or implied.

11. SUSPENSION OF WORK - The CLIENT may, at any time, by ten (10) day written notice, suspend further work by TTG. The CLIENT shall remain fully liable for and shall promptly pay TTG the full amount for all services rendered by TTG to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of putting documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

If payment of invoices by the CLIENT is not maintained on a thirty (30) day current basis, TTG may, by providing a ten (10) day written notice to the CLIENT, suspend further work until payments are restored to a current basis. In the event TTG engages counsel to enforce overdue payments, the CLIENT shall reimburse TTG for all reasonable attorney's fees and court costs related to enforcement of overdue payments. The CLIENT shall indemnify and save harmless TTG from any claim or liability resulting from suspension of the work due to non-current payments.

12. INSURANCES - TTG is protected by Worker's Compensation Insurance and Employer's Liability Insurance. TTG will furnish certification upon written request. The CLIENT agrees that TTG will not be liable or responsible to the CLIENT for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

13. PROFESSIONAL LIABILITY - The CLIENT agrees that TTG's liability to Client and to Client's general or other contractors and subsequent owners of the property for damages attributable to TTG's negligent acts, errors, or omissions shall be limited to the sum of \$50,000 or to the total fee for services rendered by TTG, whichever is greater.

The CLIENT shall advise its general and other contractors of this limitation to TTG's liability, shall obtain their agreement to be bound by this limitation, and shall indemnify, defend, and hold TTG free and harmless from, (1) all damages, costs, and expenses, including attorneys' fees, in excess of this limitation, and (2) all damages, costs, and expenses, including attorneys' fees, attributable to allegations of defects or deficiencies in the project not shown to have been caused by TTG's fault or neglect.

14. INDEMNIFICATION - TTG and Client each agree to indemnify each other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent they are caused by each party's respective negligent acts, errors, or omissions relating to this Agreement. In the event the losses, damages, or expenses are caused by the joint or concurrent negligence of TTG or Client, they shall be borne by each party in proportion to its own negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable law.

15. INDEMNIFICATION FOR HAZARDOUS MATERIALS - The CLIENT agrees that TTG has not contributed to the presence of hazardous wastes, oils, asbestos or other hazardous materials that may exist or be discovered in the future at the site and that TTG does not assume any liability for the known or unknown presence of such materials.

Therefore, the CLIENT shall defend, indemnify, and hold harmless TTG, its consultants, subcontractors, agents and employees from and against all claims, damages, losses, and expenses including defense costs and lawyer's fees that result from the failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil or other hazardous materials or pollutants. The CLIENT shall be liable under this paragraph for claims, damages, losses, and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by TTG's sole negligence.

16. WAIVER OF SUBROGATION - The CLIENT and TTG waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The CLIENT and TTG shall each require similar waivers from their contractors, consultants and agents.

17. SUCCESSORS AND ASSIGNS - The CLIENT and TTG each binds himself, his partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither the CLIENT or TTG shall assign, sublet or transfer his interest in this Agreement without the written consent of the other party hereto. Nothing in this paragraph shall prevent TTG from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist in the performance of the services of this Agreement.

18. GOVERNING LAW - This Agreement is to be governed by and construed in accordance with the law of the State of New Hampshire.

19. DISPUTE RESOLUTION - The CLIENT and TTG agree to submit all claims and disputes arising out of the Contract and these Standard Conditions to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of the Contract and these Standard Conditions; however, neither party shall seek mediation of any claim or dispute arising out of the Contract and these Standard Conditions beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

20. TERMINATION - Either party may terminate this Agreement in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and 2) an opportunity for consultation with the terminating party before termination.

Upon termination, the CLIENT shall pay TTG for all work completed prior to the effective date of the termination. If compensation within the Agreement is based on a lump sum, the amount due TTG at termination shall be computed as the percentage complete of the work times the lump sum. If compensation is based on billing rates or actual costs, the amount due at termination shall be computed based on hours charged to the Project at termination times the appropriate ratios.

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into on this ___ day of June, 2015, by and between the Town of Exeter, New Hampshire ("the Town") and DarWin Dynamic Solutions LLC ("the Consultant"), taxpayer identification number _____.

In consideration of the mutual covenants and conditions set forth below, the Town and the Consultant hereby agree as follows:

1. Independent Contractor Status

The Town and the Consultant agree that the Consultant will provide the Contracted Services described below as an Independent Contractor to the Town, and that as such, the Consultant will be responsible for the payment of all state and federal taxes (including, but not limited to FICA, FUTA, and income taxes) on any compensation paid by the Town. Further, the Consultant will provide its own worker's compensation coverage and all other insurance coverage necessary to carry out the Contracted Services described below and will provide the Town with written proof of such insurance coverage.

2. Contracted Services

The Consultant agrees to provide the following Contracted Services to the Town:

- A. Provide Economic Development Labor:** The Consultant will: (1) Assist local businesses with economic endeavors; (2) Identify and pursue resources for local economic endeavors (i.e. grant writing, Comprehensive Economic Development Strategy funds, wetland mitigation, etc.); (3) Identify and attract new commercial enterprises into Exeter; (4) Work with local building and property owners to encourage investment in the community; (5) Administer economic development initiatives, such as RSA 79-E, Tax Increment Financing District, etc.; (6) Identify and attract new developers into Exeter, and; (7) Work a minimum of 40 hours per week on these tasks.
- B. Economic Development Strategic Plan (EDSP):** The Consultant will research the economic climate of Exeter, create and implement an Economic Development Strategic Plan. The EDSP will include, but will not be limited to the following sections: (1) Introduction and purpose; (2) Area overview, including census data; (3) Existing and prospective projects; (4) Infrastructure, existing and opportunities; (5) State and local economic development tools and incentives; (6) Demographics, economic conditions and predictions; (7) Potential target niches, and; (8) Implementation activities and timeline. The consultant will also create the economic development chapter of the Town's Master Plan.
- C. Permitting Process Review:** The Consultant will actively participate in the Town's ongoing review of any rules, regulations, and zoning ordinance updates as it relates to economic development or development in general.
- D. Deliverables and Timeline:** The Consultant will perform the aforementioned Consultant Responsibilities in a timely fashion. All work on this contract will be completed by June 1, 2019 where unless extended by the parties, the contract shall expire. A draft EDSP will be provided to the Town by April 30, 2016. A final EDSP will be provided to the Town by July 31, 2016.

3. Compensation

In exchange for providing the Contracted Services described above, the Town will pay the Consultant the gross monthly amount of \$9655. This compensation will be increased on an annual basis by the cost of living allowance enjoyed by the Town's non-union municipal employees. The Town agrees that it has appropriated and allocated the above sum solely to compensate Consultant for services properly performed in accordance with this Agreement.

4. No Conflicts

During the Term of this Agreement, the Consultant agrees not to engage in any activity that would directly conflict with or unduly interfere with its ability to carry out the Contracted Services described above. The Town, at its sole option, may terminate this Agreement immediately, without any further compensation to the Consultant, if the Town determines that a conflict exists and such conflict is not immediately cured by the Consultant.

The consultant's scope of work will be limited to the following outside the Town of Exeter: economic development strategic planning, assessment of land use regulations, and training. The consultant will not accept work within 25 miles of the Town of Exeter during the term of this contract. The consultant will accept no hourly work for the duration of this contract. The consultant will not perform any business recruitment activities for communities other than Exeter for the duration of this contract. All outside agreements will be disclosed to the Town of Exeter at the Town's request.

5. Supplies

The Consultant will be responsible for providing all supplies necessary to provide the Contracted Services. The Town will not reimburse the Consultant for any supplies or other costs unless such reimbursement has been pre-approved in writing by the Town.

6. Termination

Either party may terminate this Agreement at any time by providing thirty (30) days' written notice of such termination to the other party. If the Town provides notice of termination, its obligation to the Consultant will be limited to payment of the monthly compensation due for the thirty (30) day notice period.

7. Additional Provisions

- A. This Agreement sets forth the parties entire agreement and understanding regarding the subject matter hereof and it supersedes all prior written and oral agreements, representations, and understandings.
- B. This Agreement may be amended or modified only by a written instrument signed by both parties.
- C. This Agreement may not be assigned by either party without the written approval of the other party.

D. This Agreement is governed by and shall be construed according to the laws of the State of New Hampshire. The parties agree that any dispute related to this Agreement shall be resolved by a court of competent jurisdiction in Rockingham County, New Hampshire.

Date:

Town of Exeter, New Hampshire


Date:

DarWin Dynamic Solutions LLC

DRAFT

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen

FROM: Russell Dean, Town Manager 

RE: TIF Advisory Board

DATE: May 29, 2015

As you are aware, RSA 162-K and the TIF Financing Plan require the appointment of a TIF Advisory Board.

Section 162-K:14

162-K:14 Advisory Board. –

I. The legislative body of the municipality shall create an advisory board for each development district. The board shall consist of such number of members appointed or elected as determined by the legislative body. A majority of members shall be owners or occupants of real property within or adjacent to the development district. In a substantially residential development district, however, the board shall consist solely of owners or occupants of real property within or adjacent to the district.

II. The advisory board shall advise the governing body and district administrator on planning, construction and implementation of the development program and on maintenance and operation of the district after the program has been completed.

III. The governing body shall by resolution delineate the respective powers and duties of the advisory board and the planning staff or agency. The resolution shall establish reasonable time limits for consultation by the advisory board on the phases of the development program, and provide a mechanism for appealing to the governing body for a final decision when conflicts arise between the advisory board and the planning staff or agency, regarding the development program in its initial and subsequent stages.

Source. 1979, 175:2, eff. Aug. 5, 1979.

The TIF advisory board is also covered in the TIF Financing Plan, page 11 (enclosed in the packet) and this lays out the details of the advisory board.

The following individuals are property owners in the TIF District and have confirmed their willingness to serve on the Advisory Board: Jon Shafmaster, Mike Lampert, and Tom Monehan. In addition Darren Winham will serve on the board as economic development director, and one selectboard representative is needed. Once the TIF Advisory Board is appointed, they will begin meeting as needed and putting together recommendations consistent with the overall TIF Plan.

XVIII. TIF District Administration

The Town Manager and Select Board shall provide oversight of the District subject to the limitations placed upon him by RSA 37 and any rules and limitations subsequently adopted by the Selectmen or Town Meeting.

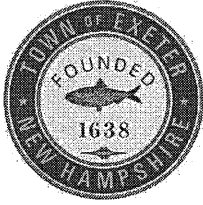
XIX. Advisory Board

Pursuant to RSA 162-K:14, the legislative body shall create an advisory board for the district. The board shall be appointed by the Board of Selectmen and a majority of members shall be owners or occupants of real property within or adjacent to the district.

The Epping Road TIF Advisory Board will be a five member board composed of the following: one (1) member of the Board of Selectmen, one (1) the Economic Development Director three (3) owners or occupants of real property within or adjacent to the district. The TIF Advisory Board will be chosen by the Board of Selectmen. The Economic Development Director will serve as the District Administrator

The advisory board shall advise the Board of Selectmen and district administrator on planning, construction and implementation of the development program and on maintenance and operation of the district after the program has been completed (RSA 162-K:14).

The Board of Selectmen shall by resolution delineate the respective powers and duties of the advisory board and the Town staff or agency. The resolution shall establish reasonable time limits for consultation by the advisory board on the phases of the development program, and provide a mechanism for appealing to governing body for a final decision when conflicts arise between the advisory board and the Town staff or agency. RSA 162-K:14).



EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

www.exeternh.gov

Date: March 6, 2015

To: Russ Dean – Town Manager
Bob Kelly – Water & Sewer Advisory Committee

From: Jennifer Perry, PE – Public Works Director

Re: Additional WWTF Alternatives Analysis

The department had circulated the previous 50-YR present worth analysis amongst the two consultants, Underwood Engineers and Wright-Pierce, and a couple of the Water & Sewer Advisory Committee members. The analysis has been updated according to the comments received. As a review, the results of a conformed analysis would lead to:

1. A determination of financial attractiveness for each of the alternatives.
2. A consistent use of assumptions. The department initially created a 50-YR analysis, but was also asked to perform a 20-YR analysis with an annual discount rate of 3.7%.
3. A listing of all components for a full project scope for each alternative.
4. The implications of phasing when required.
5. Financial implications of partnering with Stratham. A separate present worth analysis was conducted assuming that Stratham would not be a participant.
6. A single document to use as a resource for ongoing discussions and subsequent clarifications.

The conformed analysis consisted of seven alternatives. They are:

1. Exeter on-site facility built to a TN removal to 5mg/l.
2. Exeter on-site facility built to a TN removal to 3mg/l.
3. A phased Exeter on-site facility initially built to a TN removal of 5mg/l, then upgraded to a TN removal of 3mg/l ten years later.
4. Regional facility at Pease with an outfall in Newington. This is labeled the Pease Low alternative.
5. Regional facility at Pease with an outfall at Pierce Island. This is labeled the Pease High alternative.
6. Regional facility at Pease which adds the City of Portsmouth with treatment to TN=8mg/l. This alternative is currently under study by Portsmouth.
7. Regional facility at Pease which adds the City of Portsmouth with treatment to TN=3mg/l. This alternative is currently under study by Portsmouth.

The department made some initial assumptions to partition costs amongst the various municipalities. The proportions were based on flows and those assumptions are shown on the attached conformed present worth analyses with and without Stratham participation. There are some projected municipal flow differences between the consultants. These differences can be further clarified in future calculations and cost portioning.

It was also apparent from the February 27, 2015 NH Seacoast Regional Wastewater meeting hosted by Town of Exeter at the Hampton Inn that nonpoint source (NPS) and stormwater (SW) management improvements will still be required of Exeter for any regional alternative.

Understanding that the results of the regional Pease/Portsmouth with discharge criteria of TN=8mg/l and 3mg/l are under study and still to be determined, the following highlights the conclusions of the revised analysis.

50-YR PW (\$M)	<i>On-Site 5mg/l</i>	<i>On-Site 3mg/l</i>	<i>Phased On-Site 5 to 3mg/l</i>	<i>Pease Low 8mg/l</i>	<i>Pease High 8mg/l</i>	<i>Pease- Ports 8mg/l</i>	<i>Pease- Ports 3mg/l</i>
TOTAL	103.28	115.46	114.76	178.23	210.86	TBD	TBD
EXETER w/Stratham	80.35	90.16	89.59	115.21	133.32	TBD	TBD
EXETER w/o Stratham	95.09	107.27	106.57	138.45	160.97	TBD	TBD
20-YR PW (\$M)							
TOTAL	86.73	96.57	95.86	143.29	167.25	TBD	TBD
EXETER w/Stratham	67.52	75.44	74.87	94.08	107.38	TBD	TBD
EXETER w/o Stratham	79.59	89.42	88.72	112.63	129.16	TBD	TBD

The lowest PW cost is constructing a facility on-site in Exeter with a TN removal to 5mg/l. The next least costly PW alternative is the phased approach of constructing an on-site plant with a TN removal of 5mg/l and then at a later time constructing the next phase to the removal limit of 3mg/l if necessary.

The regional approach to Pease is significantly more expensive. While the treatment capital investment for the Pease option costs less than an on-site alternative, the capital costs for the conveyance to Pease and the annual O&M more than makes up that difference.

The department will continue to monitor the developments of the regional Pease/Portsmouth alternative as information comes available. Portsmouth's addition may make the economy of scale more attractive.

DPW WWTF Options Analysis - NO Stratham Participation 20YR (\$M)

3.6.15

	<i>Recommend On-Site TN=5mg/l</i>	<i>On-Site TN=3mg/l</i>	<i>Phased On-Site TN= (5 to 3mg/l)</i>	<i>Pease Low TN=8mg/l</i>	<i>Pease High TN=8mg/l</i>	<i>Pease Portsmouth TN=8mg/l</i>
CAPITAL COSTS						
Main PS & FM	5.07	5.07	5.07	5.07	5.07	5.07
Lagoons	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>
Total MPS, FM & Lagoon	10.90	10.90	10.90	10.90	10.90	10.90
% Exeter	100%	100%	100%	100%	100%	100%
PW Exeter MPS, FM, L	10.90	10.90	10.90	10.90	10.90	10.90
New PS & Conveyance	0	0	0	32.80	32.80	32.80
% Exeter	0	0	0	100.0%	100.0%	100.0%
PW Exeter New PS, Convey	0	0	0	32.80	32.80	32.80
Treatment Option	39.83	45.90	39.83	34.00	44.00	TBD
Phased - Upgrade @ YR10	<u>0.00</u>	<u>0.00</u>	<u>7.59</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total	39.83	45.90	47.42	34.00	44.00	TBD
% Exeter	100.0%	100.0%	100.0%	69.0%	69.0%	TBD
% Other	0%	0%	0%	31.0%	31.0%	TBD
PW Exeter Treatment	39.83	45.90	47.42	23.46	30.36	
Total Capital	50.73	56.80	58.32	77.70	87.70	TBD
PW Capital Exeter	50.73	56.80	58.32	67.16	74.06	TBD
ANNUAL COSTS						
PW Equal Series Factor (P/A,3.7%,20YR)	13.959	13.959	13.959	13.959	13.959	13.959
PW Equal Series Factor (P/A,3.7%,10YR)			8.233			
PW Factor (P/F,3.7%,10YR)			0.6954			
O&M - New PS & Convey	0	0	0	0.70	0.70	0.70
% Exeter	0	0	0	100%	100%	100%
PW Exeter O&M New PS, Convey	0	0	0	9.77	9.77	9.77
O&M - Treatment	1.58	1.85		3.00	4.00	TBD
O&M - Phased YR (1 to 10)			1.58			
Phased YR (11 to 50)			1.85			
PW O&M 50-YR	22.06	25.82	23.60	41.88	55.84	TBD
% Exeter	100.0%	100.0%	100.0%	69.0%	69.0%	TBD
% Other	0%	0%	0%	31.0%	31.0%	TBD
PW Exeter O&M	22.06	25.82	23.60	28.90	38.53	TBD
Total PW Annual O&M	22.06	25.82	23.60	51.65	65.61	TBD
PW Annual Costs Exeter	22.06	25.82	23.60	38.67	48.30	TBD
NON-POINT SOURCE						
PW - Exeter NPS Reduction	6.80	6.80	6.80	6.80	6.80	6.80
TOTAL 20-YR PW COSTS						
TOTAL	79.59	89.42	88.72	136.15	160.11	TBD
EXETER	79.59	89.42	88.72	112.63	129.16	TBD

DPW WWTF Options Analysis - Stratham Participation 20YR (\$M)

3.6.15

	<i>Recommend On-Site TN=5mg/l</i>	<i>On-Site TN=3mg/l</i>	<i>Phased On-Site TN= (5 to 3mg/l)</i>	<i>Pease Low TN=8mg/l</i>	<i>Pease High TN=8mg/l</i>	<i>Pease Portsmouth TN=8mg/l</i>	
CAPITAL COSTS							
Main PS & FM	5.07	5.07	5.07	5.07	5.07	5.07	Note 1
Lagoons	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	Note 1
Total MPS, FM & Lagoon	10.90	10.90	10.90	10.90	10.90	10.90	
% Exeter	100%	100%	100%	100%	100%	100%	
PW Exeter MPS, FM, L	10.90	10.90	10.90	10.90	10.90	10.90	
New Regional PS & Conveyance	0	0	0	32.80	32.80	32.80	Note 2; Note 3
% Exeter	0	0	0	80.5%	80.5%	80.5%	Note 4
% Stratham	0	0	0	19.5%	19.5%	19.5%	
PW Exeter New PS, Convey	0	0	0	26.40	26.40	26.40	Note 5
PW Stratham	0	0	0	6.40	6.40	6.40	
Treatment Option	39.83	45.90	39.83	34.00	44.00	TBD	Note 1; Note 6
Phased - Upgrade @ YR10	<u>0.00</u>	<u>0.00</u>	<u>7.59</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	Note 7
Total	39.83	45.90	47.42	34.00	44.00	TBD	
% Exeter	80.5%	80.5%	80.5%	55.5%	55.5%	TBD	Note 4; Note 8
% Stratham	19.5%	19.5%	19.5%	13.5%	13.5%		
% Other	0%	0%	0%	31.0%	31.0%		
PW Exeter Treatment	32.06	36.95	38.17	18.87	24.42	TBD	
PW Stratham	7.77	8.95	9.25	4.59	5.94		
Stratham Connection to Exeter	3.73	3.73	3.73	3.73	3.73	3.73	Note 9
Stratham Collection System	<u>1.74</u>	<u>1.74</u>	<u>1.74</u>	<u>1.74</u>	<u>1.74</u>	<u>1.74</u>	Note 9
% Exeter	0%	0%	0%	0%	0%	0%	
% Stratham	100%	100%	100%	100%	100%	100%	
PW Exeter Stratham Connect	0	0	0	0	0	0	
PW Stratham	5.47	5.47	5.47	5.47	5.47	5.47	
Total Capital	56.20	62.27	63.79	83.17	93.17	TBD	
PW Capital Exeter	42.96	47.85	49.07	56.17	61.72	TBD	
PW Capital Stratham	13.24	14.42	14.72	16.46	17.81	TBD	

ANNUAL COSTS

PW Equal Series Factor (P/A,3.7%,20YR)	13.959	13.959	13.959	13.959	13.959	13.959	
PW Equal Series Factor (P/A,3.7%,10YR)			8.233				
PW Factor (P/F,3.7%,10YR)			0.6954				
O&M New PS & Convey	0	0	0	0.70	0.70	0.70	Note 6
% Exeter	0	0	0	80.5%	80.5%	80.5%	Note 4
% Stratham	0	0	0	19.5%	19.5%	19.5%	
PW O&M New PS, Convey	0	0	0	9.77	9.77	9.77	
PW Exeter O&M New PS, Convey	0	0	0	7.87	7.87	7.87	
PW Stratham	0	0	0	1.91	1.91	1.91	
O&M - Treatment Option	1.58	1.85		3.00	4.00	TBD	Note 10; Note 6
O&M - Phased YR (1 to 10)			1.58				Note 10
Phased YR (11 to 50)			1.85				Note 10
PW Treatment	22.06	25.82	23.60	41.88	55.84	TBD	
% Exeter	80.5%	80.5%	80.5%	55.5%	55.5%	TBD	Note 4; Note 8
% Stratham	19.5%	19.5%	19.5%	13.5%	13.5%		
% Other	0%	0%	0%	31.0%	31.0%		
PW Exeter O&M Treatment	17.75	20.79	19.00	23.24	30.99	TBD	
PW Stratham	4.30	5.04	4.60	5.65	7.54	TBD	
O&M - Stratham Sewer	0.12	0.12	0.12	0.12	0.12	0.12	Note 9
% Exeter	0%	0%	0%	0%	0%	0%	
% Stratham	100%	100%	100%	100%	100%	100%	
PW Exeter Stratham Sewer	0	0	0	0	0	0	
PW Stratham	1.68	1.68	1.68	1.68	1.68	1.68	
Total PW Annual O&M	23.73	27.50	25.27	53.32	67.28	TBD	
PW Annual Costs Exeter	17.75	20.79	19.00	31.11	38.85	TBD	
PW Annual Costs Stratham	5.98	6.71	6.28	9.23	11.12	TBD	

NON-POINT SOURCE

PW - Exeter NPS Reduction	6.80	6.80	6.80	6.80	6.80	6.80	Note 11
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TOTAL 20-YR PW COSTS

TOTAL	86.73	96.57	95.86	143.29	167.25	TBD
EXETER	67.52	75.44	74.87	94.08	107.38	TBD
STRATHAM	19.21	21.13	20.99	25.69	28.92	TBD

NOTES:

- Note 1 - WP Wastewater Facilities Plan - Table 6-3
- Note 2 - UEI Regional Wastewater Disposal Options - Table 2
- Note 3 - There may be some duplication of expenditures for one lagoon.
- Note 4 - WP Wastewater Facilities Plan - Sec. 2.5.9 & Table 2-12
- Note 5 - Stratham may elect to pump into the regional forcemain directly, therefore Exeter's contribution % may increase.
- Note 6 - UEI Regional Wastewater Disposal Options - Table 3
- Note 7 - Per WP discussion - because of two separate projects - 25% additional
- Note 8 - UEI Regional Wastewater Disposal Options - Table 1- Keeping same Exeter/Stratham ratio as Note 4
- Note 9 - Kleinfelder E/S Intermunicipal W & WW System Evaluation Study - Page 88
- Note 10 - WP Wastewater Facilities Plan - Table 6-4 (rev. 2/6/15)
- Note 11 - Geosyntec email to P. Vlasich dated 3/3/15

DPW WWTF Options Analysis - NO Stratham Participation 50YR (\$M)

3.3.15

	<i>Recommend On-Site TN=5mg/l</i>	<i>On-Site TN=3mg/l</i>	<i>Phased On-Site TN= (5 to 3mg/l)</i>	<i>Pease Low TN=8mg/l</i>	<i>Pease High TN=8mg/l</i>	<i>Pease Portsmouth TN=8mg/l</i>
CAPITAL COSTS						
Main PS & FM	5.07	5.07	5.07	5.07	5.07	5.07
Lagoons	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>	<u>5.83</u>
Total MPS, FM & Lagoon	10.90	10.90	10.90	10.90	10.90	10.90
% Exeter	100%	100%	100%	100%	100%	100%
PW Exeter MPS, FM, L	10.90	10.90	10.90	10.90	10.90	10.90
New PS & Conveyance	0	0	0	32.80	32.80	32.80
% Exeter	0	0	0	100.0%	100.0%	100.0%
PW Exeter New PS, Convey	0	0	0	32.80	32.80	32.80
Treatment Option	39.83	45.90	39.83	34.00	44.00	TBD
Phased - Upgrade @ YR10	<u>0.00</u>	<u>0.00</u>	<u>7.59</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total	39.83	45.90	47.42	34.00	44.00	TBD
% Exeter	100.0%	100.0%	100.0%	69.0%	69.0%	TBD
% Other	0%	0%	0%	31.0%	31.0%	TBD
PW Exeter Treatment	39.83	45.90	47.42	23.46	30.36	
Total Capital	50.73	56.80	58.32	77.70	87.70	TBD
PW Capital Exeter	50.73	56.80	58.32	67.16	74.06	TBD
ANNUAL COSTS						
PW Equal Series Factor (P/A,3.7%,50YR)	22.633	22.633	22.633	22.633	22.633	22.633
PW Equal Series Factor (P/A,3.7%,10YR)			8.233			
PW Equal Series Factor (P/A,3.7%,40YR)			20.708			
PW Factor (P/F,3.7%,10YR)			0.6954			
O&M - New PS & Convey	0	0	0	0.70	0.70	0.70
% Exeter	0	0	0	100%	100%	100%
PW Exeter O&M New PS, Convey	0	0	0	15.84	15.84	15.84
O&M - Treatment	1.58	1.85		3.00	4.00	TBD
O&M - Phased YR (1 to 10)			1.58			
Phased YR (11 to 50)			1.85			
PW O&M 50-YR	35.76	41.87	39.65	67.90	90.53	TBD
% Exeter	100.0%	100.0%	100.0%	69.0%	69.0%	
% Other	0%	0%	0%	31.0%	31.0%	
PW Exeter O&M	35.76	41.87	39.65	46.85	62.47	TBD
Total PW Annual O&M	35.76	41.87	39.65	83.74	106.38	TBD
PW Annual Costs Exeter	35.76	41.87	39.65	62.69	78.31	TBD
NON-POINT SOURCE						
50-YR PW - Exeter NPS Reduction	8.60	8.60	8.60	8.60	8.60	8.60
TOTAL 50-YR PW COSTS						
TOTAL	95.09	107.27	106.57	170.04	202.68	TBD
EXETER	95.09	107.27	106.57	138.45	160.97	TBD

DPW WWTF Options Analysis - Stratham Participation 50YR (\$M)

3.3.15

	<i>Recommend On-Site TN=5mg/l</i>	<i>On-Site TN=3mg/l</i>	<i>Phased On-Site TN= (5 to 3mg/l)</i>	<i>Pease Low TN=8mg/l</i>	<i>Pease High TN=8mg/l</i>	<i>Pease Portsmouth TN=8mg/l</i>	
CAPITAL COSTS							
Main PS & FM	5.07	5.07	5.07	5.07	5.07	5.07	Note 1
Lagoons	5.83	5.83	5.83	5.83	5.83	5.83	Note 1
Total MPS, FM & Lagoon	10.90	10.90	10.90	10.90	10.90	10.90	
% Exeter	100%	100%	100%	100%	100%	100%	
PW Exeter MPS, FM, L	10.90	10.90	10.90	10.90	10.90	10.90	
New Regional PS & Conveyance	0	0	0	32.80	32.80	32.80	Note 2; Note 3
% Exeter	0	0	0	80.5%	80.5%	80.5%	Note 4
% Stratham	0	0	0	19.5%	19.5%	19.5%	
PW Exeter New PS, Convey	0	0	0	26.40	26.40	26.40	Note 5
PW Stratham	0	0	0	6.40	6.40	6.40	
Treatment Option	39.83	45.90	39.83	34.00	44.00	TBD	Note 1; Note 6
Phased - Upgrade @ YR10	0.00	0.00	7.59	0.00	0.00	0.00	Note 7
Total	39.83	45.90	47.42	34.00	44.00	TBD	
% Exeter	80.5%	80.5%	80.5%	55.5%	55.5%	TBD	Note 4; Note 8
% Stratham	19.5%	19.5%	19.5%	13.5%	13.5%		
% Other	0%	0%	0%	31.0%	31.0%		
PW Exeter Treatment	32.06	36.95	38.17	18.87	24.42	TBD	
PW Stratham	7.77	8.95	9.25	4.59	5.94		
Stratham Connection to Exeter	3.73	3.73	3.73	3.73	3.73	3.73	Note 9
Stratham Collection System	1.74	1.74	1.74	1.74	1.74	1.74	Note 9
% Exeter	0%	0%	0%	0%	0%	0%	
% Stratham	100%	100%	100%	100%	100%	100%	
PW Exeter Stratham Connect	0	0	0	0	0	0	
PW Stratham	5.47	5.47	5.47	5.47	5.47	5.47	
Total Capital	56.20	62.27	63.79	83.17	93.17	TBD	
PW Capital Exeter	42.96	47.85	49.07	56.17	61.72	TBD	
PW Capital Stratham	13.24	14.42	14.72	16.46	17.81	TBD	

ANNUAL COSTS

PW Equal Series Factor (P/A,3.7%,50YR)	22.633	22.633	22.633	22.633	22.633	22.633	
PW Equal Series Factor (P/A,3.7%,10YR)				8.233			
PW Equal Series Factor (P/A,3.7%,40YR)				20.708			
PW Factor (P/F,3.7%,10YR)				0.6954			
O&M New PS & Convey	0	0	0	0.70	0.70	0.70	Note 6
% Exeter	0	0	0	80.5%	80.5%	80.5%	Note 4
% Stratham	0	0	0	19.5%	19.5%	19.5%	
PW O&M New PS, Convey	0	0	0	15.84	15.84	15.84	
PW Exeter O&M New PS, Convey	0	0	0	12.75	12.75	12.75	
PW Stratham	0	0	0	3.09	3.09	3.09	
O&M - Treatment Option	1.58	1.85		3.00	4.00	TBD	Note 10; Note 6
O&M - Phased YR (1 to 10)			1.58				Note 10
Phased YR (11 to 50)			1.85				Note 10
PW Treatment	35.76	41.87	39.65	67.90	90.53		
% Exeter	80.5%	80.5%	80.5%	55.5%	55.5%	TBD	Note 4; Note 8
% Stratham	19.5%	19.5%	19.5%	13.5%	13.5%		
% Other	0%	0%	0%	31.0%	31.0%		
PW Exeter O&M Treatment	28.79	33.71	31.92	37.68	50.25	TBD	
PW Stratham	6.97	8.16	7.73	9.17	12.22	TBD	
O&M - Stratham Sewer	0.12	0.12	0.12	0.12	0.12	0.12	Note 9
% Exeter	0%	0%	0%	0%	0%	0%	
% Stratham	100%	100%	100%	100%	100%	100%	
PW Exeter Stratham Sewer	0	0	0	0	0	0	
PW Stratham	2.72	2.72	2.72	2.72	2.72	2.72	
Total PW Annual O&M	38.48	44.59	42.37	86.46	109.09	TBD	
PW Annual Costs Exeter	28.79	33.71	31.92	50.44	63.00	TBD	
PW Annual Costs Stratham	9.69	10.88	10.45	14.97	18.03	TBD	

NON-POINT SOURCE

50-YR PW - Exeter NPS Reduction	8.60	8.60	8.60	8.60	8.60	8.60	Note 11
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TOTAL 50-YR PW COSTS

TOTAL	103.28	115.46	114.76	178.23	210.86	
EXETER	80.35	90.16	89.59	115.21	133.32	TBD
STRATHAM	22.93	25.30	25.16	31.43	35.83	TBD

NOTES:

- Note 1 - WP Wastewater Facilities Plan - Table 6-3
- Note 2 - UEI Regional Wastewater Disposal Options - Table 2
- Note 3 - There may be some duplication of expenditures for one lagoon.
- Note 4 - WP Wastewater Facilities Plan - Sec. 2.5.9 & Table 2-12
- Note 5 - Stratham may elect to pump into the regional forcemain directly, therefore Exeter's contribution % may increase.
- Note 6 - UEI Regional Wastewater Disposal Options - Table 3
- Note 7 - Per WP discussion - because of two separate projects - 25% additional
- Note 8 - UEI Regional Wastewater Disposal Options - Table 1- Keeping same Exeter/Stratham ratio as Note 4
- Note 9 - Kleinfelder E/S Intermunicipal W & WW System Evaluation Study - Page 88
- Note 10 - WP Wastewater Facilities Plan - Table 6-4 (rev. 2/6/15)
- Note 11 - Geosyntec Memo Re: 50YR Present Value Cost for Stormwater, NPS & WW Controls for WISE, dated 2/12/15

List for Selectmen's meeting June 1, 2015

Intent To Cut

Map/Lot	Location
46/3	20 Continental Drive
46/1	12 Continental Drive

Yield Tax

Map/Lot	Location	Tax amount
56/3/1	24 Continental Drive	1,121.24
46/4	22 Continental Drive	1,107.13

Abatement

Map/Lot	Location	Amount
110/2/22	22 Exeter Elms CG	76.72
110/2/107	107 Exeter elms CG	72.43
110/2/107	107 Exeter elms CG	57.33

MAR 18 2015

Received

3/16/15

To: Town of Exeter Selectman

C/O Mr. Dean – Town Manager

REF: 50 Brookside Drive Unit C-2

Exeter, NH

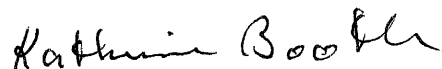
We acquired this property at the end of October 2014. A tax bill for Dec 2014 was sent to the prior owner Cindy Mackenzie. She in turn never forwarded the bill to us nor sent it back to the town.

On 3/13/15 I received a late notice for this tax. I was shocked. Upon investing my closing docs I found the tax was not taken care of on those docs & was very upset that I had never received the tax bill. We have never been late on any town taxes on any property that we have owned. Immediately on Monday morning 3/16/15 I went to the town hall & paid the tax + any fees.

Since this was an obvious oversight in not having the correct owners on the tax bill and Miss Mckenzie never forwarding the bill to me, I am requesting that you waive **\$ 41.88** in fees for this bill. This was not a blatant disregard on our part not to pay taxes that were due, but many errors culminating in an overdue bill.

I would appreciate anything that you could do.

Thank you



Katherine Booth

27 Sanborn Dr.

Newfields, NH 03856

Attachments: tax bill due 12/12/14 – late notice dated 3/11/15 – Pd receipt dated 3/16/15



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: _____ Plywood Board Week: _____

Representative Information:

Name: Jean Schwab Address: 21 Pondview Dr
Town/State/Zip: Dover, NH 03820 Phone: 634-1539
Email: jeanaschwab@yahoo.com Date of Application: 5-19-2015

Organization Information: Non-profit organization

Name: Seacoast Wind Ensemble Address: P.O. Box 633
Town/State/Zip: Exeter, NH 03833 Phone: _____

Reservation Information:

Type of Event/Meeting: Concert Band rehearsal Date: June 9, 2015

Times of Event: 630-930pm Times needed for set-up/clean-up: none

of tables: 0 # of chairs: 50 Will food/beverages be served? no

List Town equipment you request to use: none

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: 5-19-2015

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



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: scribble@exeternh.gov

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

Signboard Requested: Poster Board Week; Plywood Board Week:

Representative Information:

Name: Roger S. Wilkins Address: 8 No. Main Street, Second Floor

Town/State/Zip: Concord, NH 03301 Phone: 603-703-5116

Email: rwilkins@cv4a.org Date of Application: 05/19/2015

Organization Information:

Name: Concerned Veterans for America - NH Ch Address: 8 No. Main Street, Second Floor

Town/State/Zip: Concord, NH 03301 Phone: 603-703-5116

Reservation Information:

Type of Event/Meeting: Town Hall Meeting on Veterans Issues Date: 6/25/15

Times of Event: 8:30a-10:30a Times needed for set-up/clean-up: 7-8:00 set up; 11-1 breakdown

of tables: _____ # of chairs: 75-100 Will food/beverages be served? possibly

List Town equipment you request to use: sound if available

Comments: The entirety of the event will begin 7am and end 1pm. There will be national media present.

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: *R. Wilkins* Date: 5/19/2015

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



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: Apr 11-~~14~~7 Plywood Board Week: April 3-16

Representative Information:

Name: NH Children's Trust Address: 10 Ferry St., Ste 315

Town/State/Zip: Concord, NH 03301 Phone: 603-224-1279

Email: cmanter@nhchildrenstrust.org Date of Application: 5/18/15

Organization Information:

Name: Same as above Address: _____

Town/State/Zip: _____ Phone: _____

Reservation Information:

Type of Event/Meeting: Fiddle Ensemble Date: April 16, 2016

Times of Event: 7:00pm Times needed for set-up/clean-up: 2pm Set up / 11pm Clean Up

of tables: 3 # of chairs: 200 on Floor Will food/beverages be served? Water

List Town equipment you request to use: _____

Comments: 20 chairs on stage for muscians

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: *Karen Bend-Kig* Date: 5/18/15

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: griffle@exeternh.gov

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

Signboard Requested: Poster Board Week: _____ Plywood Board Week: _____

Representative Information:

Name: Jean Schwab Address: 21 Pondview Dr
Town/State/Zip: Dover, NH 03820 Phone: 534-1539
Email: jeanaschwab@yahoo.com Date of Application: 5-19-2015

Organization Information:

Non-profit organization
Name: Seacoast Wind Ensemble Address: P.O. Box 633
Town/State/Zip: Exeter, NH 03833 Phone: _____

Reservation Information:

Type of Event/Meeting: Concert Band rehearsal Date: June 9, 2015
Times of Event: 630-930pm Times needed for set-up/clean-up: none
of tables: 0 # of chairs: 50 Will food/beverages be served? no
List Town equipment you request to use: none
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).

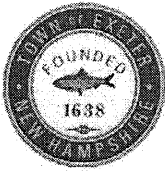
Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: [Signature] Date: 5-19-2015

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



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: _____ Plywood Board Week: _____

Representative Information:

Name: Trisha Allen Address: 13 Newfields Rd

Town/State/Zip: Exeter, NH 03833 Phone: 603-773-6166

Email: tallen@exeternh.gov Date of Application: 5/28/15

Organization Information:

Name: Public Works Dept. Address: 13 Newfields Rd

Town/State/Zip: Exeter, NH 03833 Phone: tallen@exeternh.gov

Reservation Information:

Type of Event/Meeting: Retirement send-off Date: 6/19/15

Times of Event: 12-2 Times needed for set-up/clean-up: 10-3

of tables: _____ # of chairs: _____ Will food/beverages be served? yes

List Town equipment you request to use: chairs & tables from parks & rec and DPW

Comments: This is a surprise retirement party. Please contact me via email!

Requirements:

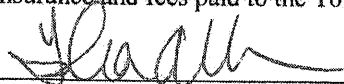
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Liability Insurance Required: The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed 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:  Date: 5/28/15

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

Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: May 29th, 2015

Updates

Worked on planning transition. Met with Planning Board Chair to discuss process and procedures. Met with RPC to discuss circuit rider temporary planning services.

Met with ED Director and Epping Road property owner for press interview regarding development in Exeter. Article appeared in Seacoast Sunday on May 24th.

Held meeting with Police Chief, DPW Director and Fire Chief to discuss items of interest/cross department discussion.

Participated in a "Shoot Don't Shoot" exercise at the Police Department.

Attended Economic Development Commission meeting on May 19th.

Met with resident Murray Movitz regarding the Sportsmen's Club Lease.

Met with Randy Owen and Kevin Smart regarding updates to Fleet Study.

Memorial Day parade May 25th.

Town cash meeting with Finance, Treasurer on May 28th for finalizing April cash.

Attended Healthtrust Board meeting May 29th.

Leaf pickup issues with Northside Carting.

Worked with Parks/Recreation on next steps of needs assessment implementation.

Other

1. Review Monthly Department Reports
2. Plan for Upcoming Projects – FY15
3. New Hire(s) –
4. Resignations – Transfer Station Attendant (PT)
5. Citizen requests/complaints – smoking in public park (Kids Park)
6. Tax issues – deeding/late tax issues, camper tax issues.

Upcoming Calendar

1. BOS Regular Meeting – June 1st
2. BOS Regular Meeting – June 15th

Memo

To: Russ Dean, Town Manager

From: Brian Comeau, Fire Chief

CC:

Date: 5/27/15

Re: Request for sole vendor

I am requesting that the Town approve sole vendor status to 2-Way Communication for the Fire and Police Communications project.

2 Way Communications has been the main vendor for Fire and Police communication both mobile and land based.

Services provided;

- Maintenance of current system
- Maintain and renew our FCC licensing
- Built the current dispatch
- They developed the plan for this radio system
- Not using 2-way would mean starting over and would delay the project for years.

As a sole vendor the department can use the current pricing and apply for the Emergency Management Preparedness Grant (EMPG) a matching grant from the State Department of Homeland Security. This grant could allow us to complete the system without additional town funding.

The Project pricing from 2-Way is currently under the \$100,000 authorized by the voters.

To Whom it May Concern,

D Squared Java, located at 155 Water St, is seeking approval to place one bench, 5ft long, 16in. deep, and 24in. tall, outside of the establishment extending no more than 24 inches away from the building. The bench is made of stained wood and will be held inside the establishment during non-operating hours.

Thank you for your consideration.

Regards,

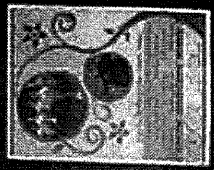
Daniel Demers
Owner
D Squared Java

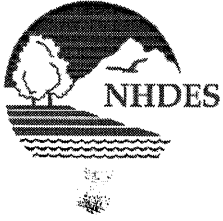
NOW OFFERING
100% RENT HUNDRED
HOUR EXTENSIONS
FREE CONSULTATION



ON TAP:

- SULANESI COLD-BREW
- 1. NITRO-COLD-BREW
- 2. AGUA VIVA KOMBUCHA
- TURMERIC SURPRISE





The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 26, 2015

Peter Foster
Dan Tinkham
Emery & Garrett Groundwater Investigations, LLC
P.O. Box 1578
Meredith, NH 03253

transmitted via email to peterfoster@eggi.com ; djtinkham@eggi.com

**RE: Preliminary Large Well Siting/Large Groundwater Withdrawal Permit Application
Epping Water and Sewer Department, PWS ID 0761010
Epping Crossing Well Field - Wells D2 and E1
Epping, New Hampshire**

Dear Mr. Foster:

The New Hampshire Department of Environmental Services (DES) has reviewed a submittal prepared by Emery & Garrett Groundwater Investigations, LLC (EGGI) on behalf of the Town of Epping Water and Sewer Department (Epping), dated May 21, 2015. This submittal was prepared in response to comment No. 4) of DES' letter dated April 17, 2015 and comprises an addendum to Epping's preliminary application (Preliminary Application Addendum) for two new community production wells and a large groundwater withdrawal permit.

This letter contains DES' comments in accordance with New Hampshire Administrative Rules Env-Wq 403, *Large Groundwater Withdrawals* and Env-Dw 302, *Large Production Wells for Community Water Systems*.

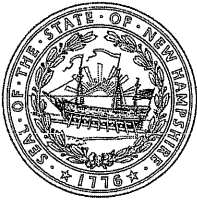
- 1) DES acknowledges that Epping has met the condition of approval of collection/submittal of pre-withdrawal water quality sampling for on- and off-site monitoring locations.
- 2) DES acknowledges that EGGI has been able to coordinate and obtain permission to monitor the Cumberland Farms, Inc. monitoring well MW13.
- 3) DES acknowledges and concurs with EGGI's proposal to sample the water quality of on-site monitoring well MWG on a schedule consistent with that of monitoring well MWB.
- 4) In reference to the water quality observations from the private wells, DES reiterates its previous comment from its December 9, 2014 response letter; that is, DES concurs with the use of six inches (or more) of interference drawdown for the purposes of determining when additional water quality sampling will be performed at a private well. That being said, where interference drawdown is substantial and easily discernable in the field, EGGI shall, to the extent feasible, attempt to coordinate with the private well owner for collection of a water quality sample during the last 48-hours of the test. Additionally, EGGI shall notify DES during the pumping test of observed drawdown effects to discuss any efforts to outreach to private well owners for a water quality sample.
- 5) In refer to observations from water quality sampling in general, *Please be advised that the detection of groundwater contaminants in water derived from the proposed production wells, or the demonstration of a hydraulic connection between the proposed production wells and a location where groundwater contamination is present, may restrict DES' approval of the proposed production wells as community*

DES Web Site: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 Fax: (603) 271-5171 TDD Access: Relay NH 1-800-735-2964

Town Manager's Office.

MAY 29 2015

Received



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

Margaret Wood Hassan
GOVERNOR

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

Peter M. Thomson
COORDINATOR

May 14, 2015

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

Dear Chief Kane:

Please be advised that your *revised* application for federal funds for Highway Safety Project #315-15A-167 entitled "Exeter Traffic Monitoring Device" has been officially approved by this Office, and will be reimbursed to the extent described in the approved project application. You will note the effective date is May 14, 2015.

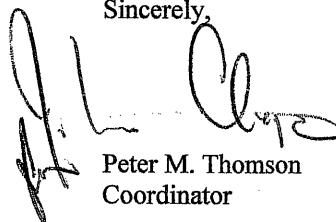
Requests for reimbursement for overtime patrols should be submitted quarterly. The "Overtime Reimbursement Form" (HS-20) and the original "Overtime Selective Traffic Enforcement Program Report" forms (HS-200) or the Sobriety Checkpoint Activity Program Report forms (HS-200-A) must accompany a written request for reimbursement. A copy of the "Procedure for Reimbursement of Federal Highway Safety Funds for Municipal Projects" is enclosed along with a questionnaire entitled "Project and Audit Information" which is to be completed and returned to this Agency.

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

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

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

Sincerely,



Peter M. Thomson
Coordinator

/djf

Enclosures

cc: Russell Dean, Town Manager ✓

Town Manager's Office

MAY 21 2015

Received

Julie Gilman, Chair, Exeter Board of Selectmen

10 Front Street

Exeter, New Hampshire 03833

May 21, 2015

Re: Town of Exeter Grant Request to Piscataqua Region Estuaries Partnership (PREP)

Dear Ms. Gilman,

Exeter Citizens for Responsible Growth is requesting that the Town of Exeter submit and commit funding to support a grant application to the Piscataqua Region Estuaries Partnership in their *Nitrogen Fertilizer Reduction* category. PREP's report card for Exeter has identified a need to come to grips with nitrogen discharges in the Exeter/Squamscott watershed and Great Bay.

In order to assist in the process, we are attaching a draft proposal that will require some polishing at the Town level as well as a cash funding commitment. The proposed \$6000 grant request for a public education initiative in Exeter includes the adoption of fertilizer application buffer regulations. An education-only proposal has little chance of securing funds from PREP.


We hope that you find the proposal of value and that the Planning Department can use it to develop a completed proposal and delineate the responsible parties and process, and that the Town will commit the necessary cash match for grant submittal in early June. Committing 300 volunteer hours in match will not be an impediment. The guidelines do require a non-federal Town match of \$1500.

The proposed project will play a role in addressing the several issues that Exeter is facing in the near term: compliance with MS4 regulations; a Town-wide nitrogen control plan; and stormwater management.

We stand ready as volunteers to assist our Town in undertaking this project. Thank you for considering our request. We look forward to your response.

Sincerely, ...


JOANNA PELLERIN


SUSAN R. RATNOFF

Joanna Pellerin and Susan Ratnoff

On behalf of Exeter Citizens for Responsible Growth

Town Manager's Office

MAY 22 2015

Received

REQUEST FOR PROPOSALS: Piscataqua Region Environmental Planning Assessment (2015)

The Piscataqua Region Estuaries Partnership (PREP) requests proposals from municipalities and partnering organizations within the Piscataqua Region watershed for projects resulting in achievement or significant progress toward achievement of one or more of the proposed actions for their community identified in the 2015 Piscataqua Region Environmental Planning Assessment (PREPA) or an action related to climate vulnerability, adaptation, and/or preparedness. Visit www.prepestuaries.org/prepa for a digital copy of the 2015 PREPA.

Applicants may submit proposals for up to \$10,000 of PREP funds.

Below are potential projects and estimated costs:

- Adopting stream and/or wetland buffers: \$5,000-\$10,000
- Increasing buffers or setbacks for wetlands, streams, buildings, or septic: \$5,000-\$15,000
- Adopting fertilizer application setbacks: \$3,000-\$6,000
- Adopting SWA model stormwater management regulations: \$10,000-\$20,000
- Adopting model conservation subdivision regulations: \$5,000-\$15,000
- Completing a climate vulnerability assessment: \$25,000
- Completing a Natural Resource Inventory: \$10,000
- Assess eligibility/apply for National Flood Insurance Program Community Rating System: \$10,000-\$20,000

Visit www.prepestuaries.org/grant-guidelines for examples of model ordinances PREP recommends.

RECOMMENDED SCHEDULE FOR SUCCESS:

April 10, 2015: Request for Proposals released by PREP

April 10-May 30, 2015: Planning Board and/or Conservation Commission meet with consultants to discuss project at April and May meetings and determine which project the municipality wants to pursue.

May 30-June 5, 2015: Fill out application, review and sign off on grant requirement documents online

June 5, 2015: Submit project application to PREP.

June 5-June 30, 2015: Proposal review

July 1, 2015: Awards announced.

August 1, 2015: Projects begin.

August 1, 2015-July 30, 2016: Meet with consultants, presentations, public meetings, and adopt ordinance or regulations or complete assessment or inventory.

August 1, 2016: Project complete and adopted into town ordinances. Begin reporting.

October 1, 2016 Project final reporting complete.

PROPOSAL REQUIREMENTS

1. **PROPOSAL SUMMARY FORM**—Contains succinct information about the proposed project. PREP template must be used (Appendix A).
2. **PROJECT BUDGET FORM**—Applicants must submit a Project Budget Form (Appendix B). Identify your qualified consultant for this project.
3. **MATCH COMMITMENT LETTER(S)**— A separate letter of match commitment is required for this proposed project. (Appendix C). At least a 1:1 match is required for projects funded through this program. Towns must contribute 25% of project cost in non-federal cash.

Example of Cost-Share

Total Project Cost	\$20,000
PREP Funds Requested	\$10,000
Your 25% Non-Federal Match Requirement (in cash)	\$2,500
In-kind Match	\$7,500

Preference will be given to applications with a greater than 1:1 match.

An original proposal and five double-sided copies must be received by Rachel Rouillard, Piscataqua Region Estuaries Partnership, University of New Hampshire, Nesmith Hall [Room 302], Durham, NH 03824, no later than 12:00 p.m. (noon) on Friday, June 5, 2015. Faxed proposals will not be accepted. An electronic version of the proposal must also be emailed to Rachel.Rouillard@unh.edu before the deadline.

Direct questions to Rachel Rouillard, PREP Executive Director, at (603) 862-3948 or Rachel.Rouillard@unh.edu

Appendix A
Proposal Summary Form *(not to exceed one page)*

Municipality: Exeter, New Hampshire PREP Funds Requested: \$6,000.00
Name of Applicant: _____ Total Project Cost: \$6,000.00
Title: _____ Matching Funds: \$1,500.00
Phone number: _____ Email: _____

Connection to the 2015 Piscataqua Region Environmental Planning Assessment Action Items *(please identify which of the 2015 PREPA actions the project will address i.e. adopting fertilizer setbacks)*.

Adopting fertilizer application setbacks.

Proposed Project and Task Timeline: Please show project tasks and dates from start to finish. Please specify in your timeline if your town requires a public hearing and/or town meeting vote to implement project. *(see suggested timeline for success above; keep in mind projects are to start August 1, 2015 and be completed by October 1, 2016):*

(See attached proposal)

Why is this the right time for this project? Why is your town ready? (i.e., Town has identified need, is willing to make the municipal investment, Town board and/or public is ready for new policy, has the staff capacity to complete and implement project, etc.)

(See attached response)

Is this project part of a multi-town effort? If checked, specify towns.

Project Category: Nitrogen Fertilizer Reduction in Exeter

Draft for insert into Proposed Project Section:

Appendix A, Proposal Summary Form. (Proposed Project and Task Timeline)

The Town of Exeter, NH, realizes the importance of reducing nitrogen discharges to the Exeter/Squamscott watershed and Great Bay. According to Exeter's most recent Wright-Pierce report, each resident generates 8.4 pounds of nitrogen from all sources per annum. Two of the non-point sources—chemical fertilizers and animal waste—account for 6.77 tons of the 59.37 total tons coming from all sources. Adopting regulations to establish more stringent fertilizer application buffers is certainly a goal that will help reduce nitrogen run-off, but because enforcement can be difficult, spotty, or impossible, an education initiative must be part of the mix.

Our proposal is to undertake an aggressive public education initiative centered on fertilizer need, use, and application. The education effort will precede and follow the adoption of fertilizer application buffer restrictions for all surface waters as suggested in the PREPA action plan. The Town will place a proposed ordinance on the March 2016 town warrant. Public education will precede and follow the vote for the full period of the grant regardless of the vote results.

The campaign is much more than slapping up a few posters around Town. The project would be overseen by a committee led by the Exeter Conservation Commission and would include a selectman, a planning board member, interested citizens, and any non-profit representatives interested in advancing smart fertilizer use. Indeed, the *Great Bay-Piscataqua Waterkeeper* has already offered to provide volunteer hours. Another group, *Exeter Citizen's for Responsible Growth*, is willing to do the same. It is estimated that 300 volunteer hours will be invested.

While the target group is the general public, lawn care companies must be included in the dialogue. Outreach through the print media, social networks, lawn and garden businesses, and numerous outreach opportunities at Town events are essential components of the campaign. Even very visible and tasteful lawn signs extolling the virtues of reducing nitrogen could be part of the mix. Engaging our youth in the effort makes total sense. The project committee would oversee the campaign, and volunteers—such as individuals who have already expressed an interest— would be engaged to augment the Town's leadership role in the initiative.

The fertilizer campaign envisioned here, which will be refined by the committee and administered financially by the Town, will prove advantageous in several ways. Exeter is facing a compliance schedule from the EPA to develop a Town-wide nitrogen control plan by 2018. Additionally, the new requirements of the federal Municipal Separate Storm Sewer Systems (MS4) program will, in part, be satisfied by undertaking this initiative. A successful project in Exeter may well serve as a blueprint for PREP in advancing the same initiative with the other 51 communities in the Great Bay-Piscataqua watershed.

Appendix A: Proposal Summary Form

Question #3: Why is this the right time for this project?

As shown in the Piscataqua Region Environmental Planning Assessment 2015, the top priority action for Exeter is to *'Adopt fertilizer application buffers for all surface waters.'*

We realize that our community is facing several issues in the near future: compliance with MS4 regulations; a Town-wide nitrogen control plan; and stormwater management. In light of the Administrative Order on Consent (AOC) there are multiple tasks that need to be accomplished. Many of these tasks can be done by Exeter's Department of Public Works (For example, the Wastewater Treatment Facility) but others require change in public behavior. Until each owner of property in Town has implemented their own appropriate plan, we will fail. We need to start **now** to educate and involve the public. We need to act **now** to establish more stringent fertilizer application buffers.



Appendix B
Project Budget Form

Municipality:

Exeter, New Hampshire	Amount Requested from PREP	Matching Funds (non-federal)	Other Funds*	Total Budget
BUDGET CATEGORIES				
Qualified Consultant Fee				
Communications & Outreach*** (e.g. for a \$10,000 stormwater regulations project you will receive \$8,500 in cash & PREP will retain \$1,500 for communication and outreach).	\$1,500			
Supplies /Materials****	\$75.00			
Equipment				
Travel				
Other Cost (specify in space below)		Matching Funds		
Printed materials	\$2,500.00	(\$1,500.00)		
Print media advertising	\$1,700.00			
5% Town administration	\$225.00			
(if Required by the Town)				
TOTAL PROJECT COSTS	\$6,000.00			

* Other funds include federal funds or other non-federal funds that cannot be counted as match

***PREP requires a minimum of \$1,500 for communications and outreach for all projects. PREP will retain funding for communications and outreach

****Includes consumable items, such as field and lab supplies, paper, pencils, ink cartridges, and postage

Match Commitment Letters are required from the applicant and any other partnering organization(s) expected to contribute in-kind services or cash to the project, see Appendix C and online.

(Signature of applicant)

(Print name)

(Title)

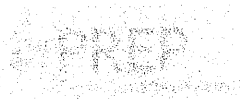
(Date)

(Signature of Select Board Chair or Town Administrator)

(Print name)

(Title)

(Date)



Appendix C – Match Letter Requirement

Your Town's Letterhead

Date

Rachel Rouillard, Director
PREP, 302 Nesmith Hall
Durham, NH 03824

Re: [Project Name] – Matching Requirement

Dear Ms. Rouillard: \$1,500.00
In support of this project, the Town anticipates providing non-federal match in the amount of ~~\$0.00~~ as our required cost-share.

Cash match from non-federal sources: ~~\$0.00~~

In-Kind match (i.e., staff and/or volunteer time): ~~\$0.00~~ 300 Volunteer Hours at \$22.86 per hour=\$6858.00

I understand that a final letter detailing the costs and match amounts will be required before PREP releases the grant funding, and must be submitted along with the final report to PREP no later than October 1, 2016.

Sincerely,

Town's Fiscal Agent

Dear Mr. Lewis:

The Board of Selectmen for the Town of Exeter formally request a meeting with you regarding the future of the IOKA Theatre. We have pledged to improve the vibrancy of our downtown and as such seek to address the largest factors that inhibit our growth. As evidence of our commitment, please note that this year we have earmarked funds to install new sidewalks on Water and Front Streets and remove the Great Bridge Dam. Investors and business owners are taking notice as well. A few doors down from your property, Station 19 has opened and the former Loaf and Ladle rehabilitation is currently underway. Both projects have enlivened our populace and garnered welcome positive attention.

We consider the IOKA Theatre to be the crown jewel of our downtown building stock and as such are anxious to see it once again be an active draw, regionally and otherwise, to Exeter. Specifically, we'd like to send our Economic Development Director, Town Manager and Chairperson of the Board of Selectmen to a location of your choosing at your convenience to discuss ways in which we might partner to fulfill your vision for the property. We in no way want to force a sale of the building or demand immediate action regarding its use; we understand it is not the purview of municipal bodies to do so. We simply want to assist you in your endeavors regarding the IOKA, especially considering the recent interest, inquiries and offers we've been receiving.

Respectfully Yours,

Julie Gilman
Chairperson, Town of Exeter Board of Selectmen