

**Exeter Board of Selectmen Meeting  
Monday, November 16<sup>th</sup>, 2015, 6:50 p.m.  
Nowak Room, Town Office Building  
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Bid Openings/Awards
3. Public Comment
4. Minutes & Proclamations
  - a. Proclamations/Recognitions
  - b. Regular Meetings: October 5<sup>th</sup>, 2015, November 2<sup>nd</sup>, 2015
5. Appointments – Planning Board (Alternate)
6. Discussion/Action Items
  - a. New Business
    - i. PREP Presentation Fertilizer Ordinance
    - ii. NEMBA Agreement – Mountain Bike Patrols
    - iii. Water Rates Recommendation – Water/Sewer Committee
    - iv. Stratham Water Purchase Agreement
  - b. Old Business-
    - i. Sportsmen’s Club RAP
    - ii. Tax Deeds
    - iii. Sea-3 Project
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: 11/13/15 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

Draft Minutes with Amendments

Exeter Board of Selectmen

October 5, 2015

**1. Call Meeting to Order**

Chairwoman Julie Gilman called the meeting to order at 6:30 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Don Clement, Selectman Dan Chartrand, Selectwoman Nancy Belanger, and Selectwoman Anne Surman. Town Manager Russell Dean was also present.

**2. Water/Sewer Abatements**

The following abatement requests were given:

- 14 Crestview Drive. Jonathan Barone, homeowner, said he had excessive water usage between bill period 1/21/15 and 4/21/15. He was diagnosed with health problems and was preoccupied and was not aware that 2300 gallons per day was leaking. Chairwoman Gilman said Water/Sewer Department did recommend abatement here. A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement to grant Jonathan Barone abatement in the amount of \$324.37. Motion carried – all in favor.

- 99 Haze Park. A Motion was made by Selectman Chartrand and seconded by Selectwoman Surman to approve abatement for 99 Hayes Park for Maureen McCue in the amount of \$61.71. Motion carried –all in favor.

- 120 Front Street. Tracy Tucker, representing New Heights, said 124,000 gallons of water was lost. New Heights occupies 120 Front Street. A pipe burst. Hart Plumbing is looking into it. She said the charges for a non-profit are extensive. A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to grant New Heights abatement at 120 Front Street for \$681.51 per the recommendation of the Water/Sewer Department. Motion carried – all in favor.

- 4 Liberty Lane. A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to follow the suggestion of the Water/Sewer Department and disapprove this abatement for \$530.57 to Richard Elder of 4 Liberty Lane. Motion carried –all in favor.

- 4 Chestnut Street. A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to follow the recommendation of the Water/Sewer Department and

disapprove the application for abatement for the Exeter Parks & Rec at 4 Chestnut Street for \$770.73. Motion carried – all in favor.

- 12-14 Washington Street. A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement to disapprove applicant's request for abatement for 12-14 Washington Street in the amount of \$685.13. Motion carried – all in favor.

- 3 Salem Street. Homeowner said Mr. Jeffers came out to assess the problem. She said water pools in front of her house. Selectwoman Surman said there was not enough evidence present to disapprove this application. Vice Chair Clement suggested tabling this one until Mr. Jeffers can come in and explain. A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement to table abatement request. Motion carried – all in favor.

- 24 Windemere. The homeowner was present and plead his case. Vice Chair Clement said an abatement request is only granted if the town is responsible. A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger that the BOS disapprove request for abatement for 24 Windemere Road per recommendations from the Water/Sewer Department. Motion carried – all in favor.

- 93 Front Street. **Vice Chair Clement recused himself for this discussion.** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to disapprove request for abatement for 93 Front Street per recommendation from the Water/Sewer Department. Motion carried – all in favor. **Vice Chair Clement returned to the Board.**

- 1 Ridgewood Terrace. Barry Stewart, tenant and brother of homeowner, spoke on behalf of Lori Stewart. Mr. Stewart said essentially the road shoulder is too low. If the berm is compromised, water runs right into the basement windows. The Town built up the shoulder with gravel, but that eroded and the problems persist. It was Unitil's responsibility as well here to fix the problem, as they had dug in the area. So water usage was for irrigation to grow the grass back. Mr. Dean said he received an email from Jay Perkins saying the Town built the berm and has been trying to assist any way they can here. Selectwoman Belanger asked if Unitil has attempted to fix anything. Mr. Stewart said they have been contacted several times, but no lawsuit has been filed. A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to table this until they get more information. Motion carried – all in favor.

### 3. Board Interviews

There were no Board Interviews.

### 4. Bid Openings/Awards

There were no bid openings or awards.

## **5. Public Comment**

Bill Jordan, Chair of the History Department at Phillips Exeter Academy, had his Politics and Public Policy class in to observe the meeting. Mr. Jordan said they are mostly covering national government, but he thought it would be good for them to observe town politics.

## **6. Minutes and Proclamations**

### **a. Proclamations/Recognitions**

None.

### **b. Regular Meetings: September 21, 2015**

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to approve the minutes of the September 21, 2015 BOS meeting, as submitted by Nicole Piper. Motion carried – all in favor.

## **7. Appointments**

A Motion was made by Selectwoman Surman and seconded by Vice Chair Clement to appoint Frank Ferraro to the Cable Advisory Committee. Chairwoman Gilman said this wasn't on the agenda because she was waiting for more information. Vice Chair Clement said their practice is to interview for this, but he said there have been many cases when it is not necessary. He is not sure why they need an interview when Mr. Ferraro was a previous Selectman. Selectman Chartrand said he would like to conduct an interview. Selectwoman Surman said she thought Mr. Ferraro would be an asset to this Committee. He has served well and is experienced. Selectwoman Belanger said she would like an interview. Mr. Dean pointed out that per Board policy a person can only serve on two Boards, and Mr. Ferraro is currently on River Study Committee and Budget Recommendations Committee. Chairwoman Gilman said BRC is not an appointed position. Vice Chair Clement said to interview him again is not necessary. With a Motion on the table, the Board voted. Motion denied – with a 3-2 vote. Chartrand, Belanger, and Gilman voted nay. The Board will interview Mr. Ferraro.

## **8. Discussion/Action Items**

### **a. New Business**

#### **i) Planning Process Update – Municipal Resources, Inc.**



Chairwoman Gilman said they have hired a consultant to do a study for the Planning Department about how the department is running and if it is running well. Don Jutton was hired to do the study. Mr. Dean reminded the Board how they asked him to tell them when they were at the \$8000 point with this work, and he said they are at \$7800.

Mr. Jutton provided the Board with an overview of his findings. He said he started the study by distributing online questions to 59 volunteers, of which 32 responded. He said this was a poor response since this was a target audience. There was a general satisfaction with the department. The staff was praised. There is a lack of organizational communication. There is a need for training. There is difficulty recruiting interested volunteers.

When the BOS, staff and volunteers were interviewed, their key takeaways were that there was a lack of common vision, the workload is unbalanced, the process is loose and not well documented, and there is a lack of understanding of mutual benefits of responsible development.

When property owners, developers, and project proponents were interviewed, the key takeaways were there was frequent inconsistency, a lack of predictability, and complaints with the Technical Review Committee's role.

MRI's observations, generally speaking, was that Exeter is a great community with lots of assets and talent. There is great history and it is an ideal location. However, the negatives were that there is lots of regulating with little planning, an outdated Master Plan, and a reputation of being a difficult community to work in.

Mr. Jutton made some recommendations. He said leadership comes from the top, i.e. the BOS. He suggested developing a policy that a user friendly community development system and positive, responsible economic development focus is their priority and that the town is open to work with anyone who is prepared to invest in development. He then suggested tasking the Town Manager to do what is necessary to implement the policy. The Town Manager also needs to set priorities for staff and define staff roles. A point person should be established to coordinate. He should reset priorities to emphasize collaboration and set performance measures. The BOS and Town Manager should establish a Community Development Coordinating Committee to meet quarterly. They should set written standards to what is expected from volunteers and committees. They should initiate a process to update the Master Plan, as it is outdated and inconsistent in regulations.

Vice Chair Clement said there are a lot of good observations here. He asked if a full report would be out soon. Mr. Jutton said yes, within the next couple of weeks. **Mr. Jutton** said the town needs to look for a new Planner, and they should advertise right away. They need someone to dig into the data and is well experienced.

Selectwoman Belanger said regarding rules and responsibilities, they should start with the BOS and the Town Manager. Mr. Jutton said they should task the Town Manager and hold him accountable. He said there is a statute which defines the role well.

Selectwoman Surman asked Mr. Jutton to clarify "loosely structured process." Mr. Jutton said it is because of the inconsistent roles; a system where people are not sure **what** their roles are.

Mr. Jutton said they need to hire a Planner who actually plans. Someone who will focus a lot of their time on actual planning.

Selectman Chartrand asked about "Gatekeeper vs. collaborative perspective". Mr. Jutton explained this by saying they need staff to support those who are empowered to make certain decisions, not make those decisions themselves if they are not empowered to do so. Selectman Chartrand then asked for more clarification on "establish a point person to coordinate." Mr. Jutton said they need someone who's job is to pull the pieces together and make sure visions are seen. Someone who makes sure the sequence of events occurs in the right way.

Chairwoman Gilman thanked Mr. Jutton for his work. She is encouraged to have this study.

Vice Chair Clement said the Technical Review Committee process is not a good process. He said it is over redundant and Mr. Jutton made a great observation.

Chairwoman Gilman asked if the final version of the report have a recommended series of steps. Mr. Jutton said he will try to include that. He said they will continue to respond to questions. He emphasized on defining the system and "telling the players what is expected of them and hold them accountable."

Mike Dawley asked the Board not to hesitate to take a vote to instruct the Town Manager to start recruiting for a Planner tomorrow.

A Motion was made by Vice Chair Clement and seconded by Selectwoman Belanger to charge the Town Manager to start recruitment for a new Town Planner. Motion carried – all in favor.

Chairwoman Gilman asked the Board to come to the next meeting with some ideas for a policy. Mr. Jutton said if anyone has any questions about this, feel free to email him. Vice Chair Clement said there has to be more than the mission statement, this policy has to have parts. He said they also need to talk about the Master Plan and get the Planning Board re-engaged.

Vice Chairman Clement commented that what was submitted by Mr. Jutton was more of an executive summary.

Mr. Dean said the Planning Board has been more consumed in their procedures than in the Master Plan. They are gathering data which will be shared with the Board.

Selectman Chartrand said Mr. Jutton has done great work which will lead the BOS in the right direction.

## ii) Recreation Park RFQ – Parks/Recreation

Mike Favreau said the Rec Park on Hampton Road is the largest piece of potential undeveloped land there is. He said it is partly boxed in. It is wooded and partially slanted at approximately 8 acres. With regards to a potential building on the land, he said they need more data to see if it can be done and what will the cost be. They are looking to find out if the land is developable and, if so, what will it support. They need to find out what the best way will be to get utilities in, or if they should redesign the park. The land has been surveyed, so they can gather a lot of data this fall and develop a plan when snow falls. They need a redesign and more parking. They have told firms the cost will be around \$15,000 to do the study. He said this is a reasonable figure to do this.

Selectwoman Belanger asked if the programs will pay for this cost. Mr. Favreau said yes, and said this is not tax money.

Selectwoman Surman asked if they projected a need for extra fields when UNH did their study. Mr. Favreau said they didn't specifically say. He said although Exeter is an aging community, there are still children and a need for fields.

Selectman Chartrand said he is in favor of this and thinks it is a great first step.

Vice Chair Clement said they should get figures before they tell firms their price. He also asked when they will get a full report back from the engineer if they move forward with this. Mr. Favreau said they would get one late winter/early spring.

Chairwoman Gilman pointed out a couple typos, but said she liked the RFQ. She asked if a site visit was included in this. Mr. Favreau said that is a good idea.

Mike Dawley supported Mr. Favreau. He said they need civil engineering of the site. He encouraged to stick to engineering. Chairwoman Gilman said planning is involved too.

Chairwoman Gilman said the area can be repurposed if necessary.

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger that the BOS approve the release of the RFQ and approve allocations of up to \$15,000 from the Revolving Fund from Parks & Rec. Motion carried – all in favor.

**iii) 2015 MS1 Review**

Chairwoman Gilman said the MS1 states how land is currently used. It delineates exemptions and gives the assessed valuations of utilities.

Mr. Dean talked about the exemptions. He said the total modified assessed value is \$1,695,655,650. Exemptions total \$33,619,328 with \$30,761,428 in elderly exemptions. The net valuation without utilities is \$1,629,087,558.

**iv) Fund Balance Discussion**

Mr. Dean said the Fund Balance Policy has a 5% minimum retainage of general appropriations. There are many reasons for this minimum. He said they are recommending an application of \$575,000 to be used to lower the tax rate. He talked about the Exeter Tax Rate Calculation. Selectman Chartrand said he is in favor of the application for the tax rate. He said this is the fourth straight year that the tax rate has lowered. Vice Chair Clement said that is good news to the taxpayers. He asked if the cable fund reserves are listed. Mr. Dean said they are listed under Other Permits.

A Motion to approve \$575,000 for the tax rate was made by Selectman Chartrand and seconded by Selectwoman Belanger, then was withdrawn.

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to apply \$575,000 of the fund balance to be used to lower the tax rate. Motion carried – all in favor.

**v) CATV Special Counsel Agreement**

Chairwoman Gilman said there is a proposal from Kate Miller from DTC Lawyers, to be hired as counsel for the Comcast Cable TV Franchise Renewal.

Selectwoman Surman asked if this is premature, as the committee has not been formed yet. Mr. Dean said Donahue Tucker has represented them for Cable TV Franchise Renewal in the past. They are recognized as one of the best in the area, plus they are local.

Vice Chair Clement asked where the legal fees come from. Mr. Dean recommended they come from the Cable Fund.

Chairwoman Gilman said she understands this may be premature but they are paying DTC to support their process. Mr. Dean said they want to make sure they have the representation. They need this expertise to review things. Vice Chair Clement said he would feel more comfortable **seeing the prior agreement and what costs were of legal support then.**

The Board decided to wait until they got some more information on this before making any decisions.

**vi) 2015 Riverwoods Tax Agreements**

A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement that the BOS approve the Agreement between Exeter and Riverwoods Company in regards to tax obligations for The Woods facility. Motion carried –all in favor.

A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement that the BOS approve the Agreement between Exeter and Riverwoods Company in regards to tax obligations for The Ridge facility. Motion carried – all in favor.

A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement that the BOS approve the Agreement between Exeter and Riverwoods Company in regards to tax obligations for The Boulders facility. Motion carried –all in favor.

**vii) Release of School Impact Fees**

Mr. Dean recommended \$98,781 be released by the BOS to lower Exeter's School Tax Rate.

A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement that the BOS release a total of \$98,781 in school impact fees to lower Exeter's school tax rate for the 2015 year. Breakdown as follows: \$85,784 to Exeter School District K-5, and \$12,997 to Cooperative School 6-12. Motion carried – all in favor.

**b. Old Business**

Chairwoman Gilman pointed out a memo in the packet regarding an error in the assessment for Riverwoods. Mr. Dean said Paul McKenney will be at the next meeting on the 19<sup>th</sup>.

**9. Regular Business**

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

A Motion was made by Vice Chair Clement and seconded by Selectwoman Belanger to approve the Intent to Cut for map 48, lot 4. Motion carried –all in favor.

**b. Permits & Approvals**

None.

**c. Town Manager's Report**

Mr. Dean talked about the following, which was included in the packet:

- The FY16 preliminary budget narrative was completed and given to the BRC
- Attended budget subcommittee meeting on 9/24 to discuss manager budgets
- Other budget subcommittee meetings have begun
- Water/Sewer collection notices have been sent
- Work continues on the deeding process
- In Planning, worked on issue involving new cooling town with Exeter Mills. There was concern raised with site plan review. It will go to Planning Board
- Signed documents for household hazardous waste
- Attended annual ICMA conference
- Assigned to the HealthTrust governance and nominating committee
- Welfare/Human Service – working on getting cost information from outside agencies/regional entities
- There was a new hire Joshua Stevens as PT Transfer Station Attendant

**d. Selectmen's Committee Reports**

Vice Chair Clement said he **worked** Hazardous Waste Day, along with **three members of the Planning Board**. He said Planning Board met and reviewed 80 Epping Road and approved a site plan review for McFarland Ford and **Powder Mill Road**. He said Coastal Risk & Hazards Commission met and he went to a Southeast Watershed Alliance meeting.

Selectman Chartrand forwent his report.

Selectwoman Surman reported Swasey Parkway Trustees met. They are working with a contractor to put materials under the benches.

Selectwoman Belanger forwent her report.

Chairwoman Gilman said Exeter Sportsmen's Club site walk is October 8 @4. Also the Historic District Commission had a work session.

**e. Correspondence**

The following correspondence were included in the packet:

- letter from Barbara Rimkunas looking for Exeter's oldest resident
- Public Works News Release
- A letter from REDC regarding the 2016 CEDS Steering Committee. A Motion was made by Selectwoman Belanger and seconded by Selectwoman Surman to appoint Selectman Dan Chartrand to conduct the role on this Committee. Motion carried –al in favor with one recuse from Vice Chair Clement.
- 2015 Water Rate Survey
- A Notice to Abutters from Salem Planning Board
- A public notice from Seabrook Planning Board
- A letter from UNH regarding the Roads Scholar Program
- A letter from Rockingham Planning Commission regarding dues request for 2016
- A letter from Anush Hansen

**10. Review Board Calendar**

The next BOS meeting will be October 19, 2015.

**11. Adjournment**

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to adjourn the meeting at 9:42pm. Motion carried – all in favor.

Respectfully submitted,

Nicole Piper,

Recording Secretary





Draft Minutes

**Exeter Board of Selectmen**

November 2, 2015

**1. Call Meeting to Order**

Chairwoman Julie Gilman called the meeting to order at 7:17 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Don Clement, Selectman Dan Chartrand, Selectwoman Nancy Belanger, and Selectwoman Anne Surman. Town Manager Russell Dean was also present.

**2. Non Public Session – RSA 91 a:3 II c – Tax Deeds**

The Board reconvened after a 6:30 non-public discussion on tax deeding.

**3. Board Interviews – Planning Board**

The Board came out of their non-public to conduct a Board Interview with Rawson Webb for an alternate position on the planning board.

**4. Bid Openings/Awards**

There were no bid openings or awards.

**5. Public Comment**

Gerry Hamel said some major projects were voted in in March. He said lots of them did not get accomplished. He mentioned previous comments about changing the government in town. He said there is no need to change government, as it is not the form of government that is making these errors.

**6. Minutes and Proclamations**

**a. Proclamations/Recognitions**

Selectwoman Belanger read a Proclamation declaring November 13 as World Pancreatic Cancer Day in Exeter. The Proclamation included facts about the disease. 73% of pancreatic cancer patients die within the first year. There were 200 deaths in NH in 2015.

**Motion:** A Motion was made by Vice Chair Clement and seconded by Selectman Chartrand to adopt this Proclamation as read by Selectwoman Belanger. Motion carried – all in favor.

**b. Regular Meetings: October 19, 2015**

An amendment was made by Selectman Chartrand changing a name on Page 2, paragraph three. He also made an amendment to page 8, adding "a" to a sentence.

An amendment was made by Vice Chair Clement on page 8, last paragraph, changing "contractor" to "contract". He also said the minute amendments from the 10/5 meeting still were not correct.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to accept the minutes of the 10/19/15 BOS meeting as amended by the Board members and submitted by Nicole Piper. Motion carried – all in favor.

**7. Appointments**

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to appoint Dan Gutstein to the Exeter Economic Development Commission with a term to expire April 30, 2016. Motion carried – all in favor.

**8. Discussion/Action Items**

**a. New Business**

**i) Police Department Updates**

Chief Richard Kane said there are three things he wanted to talk about. The first thing was that winter is coming. He reminded of the winter parking ban from 12/1-3/15. He said there are designated municipal lots for parking. He said if you will get a ticket if you park in a spot that has a ban. He said there are a couple street spots on Pleasant Street for parking. People can apply for permits. He suggested rethinking these spots next year because only 7 cars are allowed to park in this area. In town owned lots you cannot park overnight because the town will need that time to clear the lots.

The next thing he wanted to remind residents about is thievery. He said it is not unusual for thieves to go around with all the purchases being made this time of year. He urged not to become a victim during the holidays. He said thieves may follow UPS trucks and strike during work hours while houses are empty. He suggested those receiving deliveries to choose a specific delivery time and ask a friend or neighbor to pick up packages. Also you can ask the shipper to require a signature. He said vehicles should also be locked.

The third update was about scams. He said they are rapidly on the rise. He said if you donate, to donate to legitimate organizations. One recent local scam was a caller saying they are the IRS and requesting personal information. Chairwoman Gilman said you can report these scams. Chief Kane said any emails from your bank asking to verify account numbers should put up a red flag. He urged to watch bank statements for charges you did not make. He also suggested watching credit cards. He said residents can look on the town's website for any scamming updates.

Chief Kane also commented about lots of construction going on around town and the Christmas Parade on December 5 at 5:30pm. Selectwoman Surman suggested changing the sign on Front Street to say "Businesses Open" not just "Road Open". Chief Kane said he would make that suggestion.

Vice Chair Clement asked about the heroin epidemic. Chief Kane said there have been two deaths this year and another last night. He said they will be having a meeting to try to come up with some solutions. Heroin is extremely addictive and they don't know how to stop the epidemic. He said they are working in conjunction with the state police and the local government. He said our senators are actively working to come up with solutions.

#### **ii) Fire Department – EMS Fund Withdrawal Request**

Chief Brian Comeau spoke to the board to ask that \$18,838 be withdrawn from the Ambulance Revolving Fund to replace the Fire Department's ambulance cot. Selectwoman Belanger asked what the useful life of a cot is. Chief Comeau said it is based on use. This cot that needs to be replaced has well over 130 hours of lifting and it 7 years old which is considered heavily used. Because of the condition of the cot, they cannot wait until spring when they get their new truck to replace the cot. Vice Chair Clement asked if generally when they get a new ambulance, they also get a new cot. Chief Comeau said yes. Vice Chair Clement asked what the current balance is in this fund. Mr. Dean said it is at \$112,340. Chairwoman Gilman said the life cycle of an ambulance and a cot are different, so this will come up again. Selectwoman Surman asked if the new cot will be more improved. Chief Comeau said they are always making improvements on them, as it is an important piece of equipment.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement to approve the withdrawal of \$18,838 from the EMS Revolving Fund to replace the ambulance cot. Motion carried – all in favor.

#### **iii) Fire Bucket Truck Lease/Purchase Documents**

Mr. Dean said it was approved by town meeting to replace the old Fire Bucket Truck. The bid was awarded to the recommended Tax Exempt Leasing, who has competitive and

aggressive interest rates. They got a 5 year lease at a 2.58% interest rate. Vice Chair Clement asked what the amount was that was voted in at town meeting. Mr. Dean said it was \$102,434 with \$21,573 annual payments.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger that the Exeter BOS approve the Lease/Purchase for the Fire Alarm Truck to Tax Exempt Leasing Co. for a 5-year lease/purchase at 2.58% and further authorize the Town Manager to sign all documents related to effectuate the Lease/Purchase. Motion carried – all in favor.

**iv) Town Master Plan Chapters 1 and 2 – Cliff Sinnott, RPC**

Cliff Sinnott, of the RPC, gave an update on the Master Plan. Vice Chair Clement said he would like to see a fuller presentation go before the Planning Board. A lot of it is public information.

In Mr. Sinnott's presentation, he first gave a look at the Scope and Status table. The five tasks he has are 1) update the Land Use Chapter, 2) update the Facilities Chapter, 3) update the Public Utilities Chapter, 4) update the Housing Chapter/Data and Analysis, and 5) GIS Map for recommended Chapter. The contract timeframe is December 2014-June 2015 at a cost of \$9500. The contract was extended until December 2015. They have received one of three payments.

Mr. Sinnott said the suggested next steps are to engage with the Planning Board. Other suggestions are to establish a Master Plan Committee, which would extend far beyond the Planning Board, review the approach and revise the scope, begin public outreach and engagement, and complete unfinished elements.

Mr. Dean said the emphasis has been on Chapters 1 and 2. They have been the focus on what has been updated at this time.

Selectman Chartrand said the RPC recently completed the task of updating the regional Master Plan. He asked if they can learn from that process. Mr. Sinnott said this is lengthy because it is being done in parts with extensive preparedness. When this update was initiated, Mr. Sinnott thought the way to start would be to get the information up to date. Then based on that information, see if policies still made sense. The regional Master Plan did take a long time. He said there is something to be said for trying to do the updating in a more intensive way. Selectman Chartrand said they are at a transition point. Mr. Sinnott when they started they were going to update the Chapters one at a time. Vice Chair Clement said the process they chose can be intense and less expensive. Chairwoman Gilman said they have wanted this update for 8 years and are eager to hear from the Planning Board about how they want to

proceed. She does have a concern about the long process. She thinks they should attack it more aggressively. Selectman Chartrand said the money they have for the project provides the ability to make the process faster.

Mr. Sinnott continued his slideshow. He showed a slide of Housing Growth – Past and Present of Exeter and surrounding towns, area total, Rockingham County total, and NH total. The population growth has declined recently. Demographics are a very strong factor in this. He went on to say the Housing Chapter was updated in 2010 with updated information. Historically, they are one of the highest in Rockingham County and the State for multi-families. The median price for homes for sale in Exeter is \$265,000.

Mr. Sinnott said there is a missing Chapter in the Master Plan. He said there is no Vision Chapter, which is required. They need a Vision Chapter. Mr. Dean said hopefully they can spend some time going forward on a specific strategy for the future.

Vice Chair Clement said he would like to take this to the Planning Board soon, maybe the meeting on the 19<sup>th</sup>. The Board thanked Mr. Sinnott and the RPC for their work on this.

**v) AECOM Report – Exeter Sportsmen’s Club Remedial Action Plan next steps**

Gary Garfield, Engineer of AECOM, gave a slideshow of the Sportsmen’s Club property. It showed the history of environmental restoration. He said Area 1 has been cleaned up. Area 2, which the town owns, is what they are dealing with now. Area 3 the town does not own. There may be different alternatives for each parcel. He continued by going through the RAP which involves identifying potential applicable technologies and screening of Remedial Technologies formulation. One alternative would be to put a fence up around the area of high concern with high levels of lead. He went through the remedial action cost estimates. The DES has advised them to look at if and when this parcel may be used for something in the future and putting some money away to deal with the contamination then. He talked about specific areas that would need to be fenced. He said the State has been generous with the schedule. Chairwoman Gilman asked about timeframe. She asked when the State wants to see a decision on this. Mr. Garfield said in 2015, so soon. Selectman Chartrand urged Chairwoman Gilman to schedule some time to look at the Club’s cost for the town overall. He said they have to look at what the Club will look like at the end of their lease. Vice Chair Clement said if the Club left tomorrow, there is still a RAP for the lead. Mr. Garfield said the lead will have to be taken offsite.

Mr. Garfield said he has feasibility study numbers. He explained how the numbers will get more straight forward for 2016, and then in 2017.

Selectman Chartrand said this needs to go on next meeting's agenda. Mr. Garfield said the report has contact information if needed. Vice Chair Clement said any one of the four alternatives will take place on the Blanchard property, so he urged they get ahold of the property owners and be prepared to discuss.

**vi) SEA-3 Letter – Newington Board of Selectmen**

Chairwoman Gilman said there is a request from the Newington BOS that the Exeter BOS write a letter of support for an expansion project of SEA-3's Newington facility. Mr. Dean suggested going through this letter and coming back after they have a better feel. Vice Chair Clement said RPC's discussions have been with mixed feelings of whether to support or not support. He said there are pros and cons. Selectman Chartrand said they need more information. Mr. Dean said Newington will converse with anyone who wants to get their view on the project. Chairwoman Gilman said they will try to come back to this in the next couple meetings.

**vii) DHR Grant Acceptance – Selectwoman Gilman**

Chairwoman Gilman said HDC applied for a grant to hire a consultant to update their guidelines. They were awarded \$12,500 in August for a \$30,000 project. They didn't go with the contract because the consultant would cost \$22,500. However, the town was awarded another \$6,000, leaving the town's match to be \$4,000. They now have a Grant contract between DHR and the Town showing the Town's obligation to pay \$18,500. She feels comfortable going forward with this because of the money they were awarded. Vice Chair Clement asked where the \$4,000 is in the budget. Chairwoman Gilman said it is in the HDC budget and the Heritage Commission.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger that the BOS accept a grant from the Division of Historical Resources in the amount of \$18,500 for the 25% town match. Selectwoman Surman asked if the BOS has to help come up with the \$4000. Chairwoman Gilman said the HDC and the Heritage Commission have spent all their funds for this year. The BOS needs to help put the \$4000 in the budget for 2016. Motion carried – all in favor.

**viii) 2016 Primex Renewals**

Mr. Dean said the three renewals for the year are for Worker's Compensation, Unemployment, and Property Liability insurance. He said they are pretty straight forward renewals. Worker's Comp is going good, Unemployment is down and only Property Liability has increased due to an increase in property values. Generally speaking, he said the town has been served well by Primex. They also offer a lot of training for employees.

Vice Chair Clement said Primex has done a good job. He asked about the Safety Committee and said they have not met in a long time. He asked that a meeting be scheduled. Mr. Dean said he thought he saw an agenda coming up but will look into it. He also said that the renewals have a gross amount, so they are distributed out.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger that the Exeter BOS approve the 2016 Renewals with Primex for Unemployment Compensation Insurance, Worker's Compensation Insurance, and Property Liability Insurance. Motion carried – all in favor.

**b. Old Business**

**i) Great Dam MOA**

Chairwoman Gilman said the BOS gave the Town Manager authorization at the last meeting to sign the MOA. She asked the Board if they feel comfortable with the document. She said the issue isn't holding up dam removal. She said she would bring the MOA back when the Army Corps was done.

**9. Regular Business**

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

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger that the Board approve and sign the 2015 Equalization Ration Sheet. Motion carried – all in favor.

Mr. Dean said in regards to 17-19 Dartmouth, Mr. Johnson asked if interest could be waived because he filed and received abatement.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger that the BOS waive interest associated with abatement for 17-19 Dartmouth Street in the amount of \$112.28. Motion carried – with a 3-2 vote. Surman and Clement voted nay.

**b. Permits & Approvals**

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to approve the application for use of Town Hall by Pam Gjetum for the Exeter Kiwanis for a UFO Festival on September 3 and 4, 2016 from 8:30am 9/3 to 4:00pm 9/4. Motion carried – all in favor.

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to approve the application for use of Town Hall by Laura Barker for Finders Keepers Stocking Stuffing on 11/12-11/15. Motion carried – all in favor.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to waive the fee for the Kiwanis Club application. Motion carried – all in favor.

Mr. Dean said there is a Facilities/Premises License Agreement in the packet that reflects \$100 for security deposit and a \$100 rental fee.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to amend the Facilities/Premises License Agreement so it reflects separate amounts for the security deposit and rental fee. Motion carried – all in favor.

### **c. Town Manager's Report**

Mr. Dean talked about the following, which was included in the packet:

- Property tax bills should be mailed soon
- Leaf Pickup is November 16
- The Town Facilities Plan Update
- Planning staff meetings. He is starting to meet with a small group of staff to discuss MRI report improvements
- The Town Planner position was advertised
- Held a Department head meeting on October 22
- Met with Powderhouse Coop regarding a dilapidated mobile home
- The all-day BRC meeting was held October 21
- CIP projects are here

### **d. Selectmen's Committees Reports**

Chairwoman Gilman said she liked Vice Clement's idea of submitting a report of Committee Reports and including them in the packet. She said there is an HDC meeting on the 18<sup>th</sup> and they will have a presentation of 79-E Tax Finance Incentive.

Vice Chair Clement said PEA is coming to the Planning Board on Thursday to talk about the plan for the Arts Center.



Selectwoman Belanger had no report.

Selectwoman Surman had no report.

Selectman Chartrand said EDC met October 20. EDC voted to recommend to the Planning Board that they look at changing the zoning on a parcel on Epping Road. On October 28 COAST had a Board meeting.

#### **e. Correspondence**

- A letter from Loren Miner from the American Legion Post 32 to Sue Benoit about Ms. Benoit's retirement

- A letter from Mike Dawley about Planner recruitment

- A letter from Beverly Angeski about a recent BOS meeting

- A letter from New Generations thanking for a donation

- A letter from Richie McFarland thanking the town for approving \$11,100 in response to their 2014-2015 Social Services funding request.

- A letter from Big Brother Big Sister thanking for a donation

- A letter from Rockingham County Treasurer enclosing the Town Warrant

- A letter from HealthTrust about group renewal rates

- A letter from GES regarding a proposed seasonal dock

- A letter from Mike Favreau about pool party insurance

#### **10. Review Board Calendar**

The next BOS meeting will be November 16, 2015. Chairwoman Gilman said they would discuss a report from PREP, the Newington letter, the RAP for the Club, Planning Department MRI report. Vice Chair Clement suggested maybe a work session for the Planning Department MRI report.

#### **11. Adjournment**

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to adjourn the meeting at 10:19pm. Motion carried – all in favor.

Respectfully submitted,

Nicole Piper, Recording Secretary

**Appointments**

**Planning Board – Rawson Webb, Alternate Member, term to expire 4/30/16**

**TOWN OF EXETER**  
**PLANNING DEPARTMENT MEMORANDUM**

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Date: November 12, 2015  
To: Exeter Board of Selectmen  
From: Kristen Murphy, Natural Resource Planner  
Subject: PREP Grant Project Update

**Healthy Lawns Clean Water Initiative Progress Report:**

As you are aware, we applied for and were awarded a grant to adopt fertilizer buffers for all surface waters. Since that time, our group, now named "*Healthy Lawns – Clean Water*" has been very active. We have met with experts in this field, learned effective strategies for public outreach, developed a logo and website content, initiated our first public connection at Household Hazardous Waste Day, and drafted the attached proposed zoning amendments. For expertise relative to the proposed amendments, this group included two representatives from the Planning Board (Gwen English and Kathy Corson), two representatives from the Exeter Conservation Commission (Ginny Raub and Pete Richardson), a representative from the Board of Selectmen (Don Clement & Dan Chartrand), Jeff Barnam the Great Bay Water Keeper and myself. We also received guidance from Barb McEvoy and Doug Eastman. Glen Greenwood provided assistance on procedures and applicability. Attached is the product of these efforts.

**Background for Proposed Zoning Amendment:**

In order to meet Federal Clean Water Act requirements, the Town of Exeter is under a mandate to reduce the amount of nitrogen runoff reaching our waterways. It has been shown that fertilizer runoff is a large contributing source to this nitrogen pollution problem. Prohibiting the use of fertilizer near rivers and streams will augment ongoing efforts and assist us in reducing nitrogen pollution.

Our existing zoning regulations for wetlands already address fertilizer. Article 9.1.8.E. prohibits the use of fertilizer within the Wetlands Conservation Overlay District. This means fertilizer cannot be used within our wetland buffers. As you know those buffers are defined as follows: Prime Wetlands - 100', Exemplary Wetlands - 50', Very Poorly Drained Wetlands - 50', Poorly Drained Wetlands - 40', Inland Streams (including intermittent) - 25' and Vernal Pools - 75'.

We do not however, have any prohibition on the use of fertilizer within our Shoreland Overlay Protection District. This essentially means that we have greater protection for inland isolated wetlands than we do for the waterways that provide a source for our drinking water for example. To further add to this protection, it was recommended that we also consider applying this prohibition to our Aquifer Protection District, protecting key aquifers from pollution.

The additions we propose are indicated in RED in the attached document. BLACK text depicts existing language but is provided for reference and context. The amendment was presented to the Planning Board on November 5<sup>th</sup> we have initiated incorporating recommendations to include a waiver process under extreme situations and our research focus group will be reaching out to landowners of large turf areas within the shoreland district.

### **2.2.30 add definition of Fertilizer (renumber remaining list)**

Fertilizer means any product containing one or more recognized plant nutrients which is designed for use in promoting plant growth such as nitrogen, phosphorus and potassium. Fertilizer as defined shall not include vegetable compost, lime, limestone, wood ashes, or any nitrogen-free horticultural medium (eg. vermiculite).

### **9.3.3 (no change proposed, incl for reference) District Boundaries: The Exeter Shoreland Protection District is defined to include the following:**

#### **A. Exeter River (fresh):**

1. The area of land within 300 feet horizontal distance of the seasonal high water level of the Exeter River and its major tributaries. Major tributaries of the Exeter River within the Town of Exeter are defined to be the following: water flowing north from Great Meadows, water flowing westerly from the Cove and from wetlands between Hampton and Hampton Falls Roads, Little River, Dudley Brook and Bloody Brook.
2. In addition, the area of land within 150 feet horizontal distance of the seasonal high water level of all perennial brooks and streams within the Exeter River Watershed and all other perennial brooks and streams.

#### **B. Fresh River (fresh):**

1. The area of land within 300 feet horizontal distance of the seasonal high water level of the Fresh River and its major tributaries.
2. In addition, the area of land within 150 feet horizontal distance of the season high water level of all perennial brooks and streams within the Fresh River Watershed.

#### **C. Squamscott River (salt):**

1. The area of land within 300 feet horizontal distance of the shoreline of the salt water Squamscott River, and the seasonal high water level of its fresh water major tributaries. Major tributaries of the Squamscott River

within the Town of Exeter are defined to be the following: Norris Brook to its confluence with Watson Brook, Wheelwright Creek, Parkman Brook, and Rocky Hill Brook, and Dearborn Brook and Water Works Pond, due to their importance to the public water supply.

2. In addition, the area of land within 150 feet horizontal distance of the mean high water level of all perennial brooks, streams and creeks within the Squamscott River watershed.
3. The area of land within 150 feet horizontal distance of the upland extent of any tidal marsh adjacent to the Squamscott River

#### 9.3.4 - Use Regulations

**F. Prohibited Uses:** The following uses shall not be permitted within the Exeter Shoreland Protection District:

12. The use of fertilizer as defined in 2.2.30.

## **9.2. AQUIFER PROTECTION DISTRICT ORDINANCE**

#### 9.2.3 - Use Regulations

**K. Prohibited Uses:** The following uses are prohibited in the Aquifer Protection Zone:

12. The use of fertilizer as defined in 2.2.30

**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.

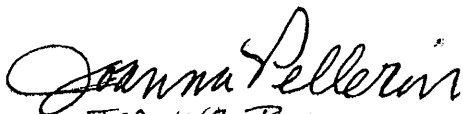
In order to assist in the process, we are attaching a draft proposal that will require some polishing at the Town level as well as a cash funding commitment. The proposed \$6000 grant request for a public education initiative in Exeter includes the adoption of fertilizer application buffer regulations.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

  
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](http://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](http://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](mailto:Rachel.Rouillard@unh.edu) before the deadline.

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





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

Municipality: <u>Exeter, New Hampshire</u>	PREP Funds Requested: <u>\$6,000.00</u>
Name of Applicant: _____	Total Project Cost: <u>\$6,000.00</u>
Title: _____	Matching Funds: <u>\$1,500.00</u>
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
<b>BUDGET CATEGORIES</b>				
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 (if Required by the Town)	\$225.00			
<b>TOTAL PROJECT COSTS</b>	<b>\$6,000.00</b>			

\* 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)

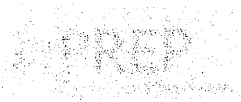
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(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:

In support of this project, the Town anticipates providing non-federal match in the amount of ~~\$000~~ **\$1,500.00** as our required cost-share.

Cash match from non-federal sources: ~~\$000~~

In-Kind match (i.e., staff and/or volunteer time): ~~\$000~~ 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

operate additional treatment facilities to meet the NPDES Permit limit of 3.0 mg/l as soon as possible, and no later than 5 years from EPA's determination.

4. The Town shall operate the WWTF in a manner so as to maximize removal efficiencies and effluent quality, using all necessary treatment equipment available at the facility for optimization at the flow and load received but not requiring methanol or other carbon addition.

### C. REPORTING (WASTEWATER TREATMENT FACILITIES)

1. Until July 15, 2018, the Town shall submit quarterly reports to EPA and the NHDES summarizing its compliance with the provisions of Paragraphs IV.A and IV.B of this Order. Progress reports shall be submitted on, or before, April 15th, July 15th, October 15th, and January 15th of each year. Each progress report submitted pursuant to this paragraph shall: a) describe activities undertaken during the reporting period directed at achieving compliance with this Order; b) identify all plans, reports, and other deliverables required by this Order that have been completed and submitted during the reporting period; and c) describe the expected activities to be taken during the next reporting period in order to achieve compliance with this Order.

### D. NON-POINT SOURCE AND STORMWATER POINT SOURCE ACTIVITIES

1. Upon the effective date of this Order, the Town shall begin tracking all activities<sup>1</sup> within the Town that affect the total nitrogen load to the Great Bay Estuary. This includes, but is not limited to, new/modified septic systems, decentralized wastewater treatment facilities, changes to the amount of effective impervious cover, changes to the amount of disconnected impervious cover<sup>2</sup>, conversion of existing landscape to lawns/turf and any new or modified Best Management Practices.
2. Upon the effective date of this Order, the Town shall begin coordination with the NHDES, other Great Bay communities, and watershed organizations in NHDES's efforts to develop and utilize a comprehensive subwatershed-based tracking/accounting system for quantifying the total nitrogen

<sup>1</sup> Pertains to activities that the Town should reasonably be aware of, e.g., activities that involve a Town review/approval process or otherwise require a notification to the Town.

<sup>2</sup> Impervious cover includes pavement and buildings.

loading changes associated with all activities within the Town that affect the total nitrogen load to the Great Bay Estuary.

3. Upon the effective date of this Order, the Town shall begin coordination with the NHDES to develop a subwatershed community-based total nitrogen allocation.
4. By September 30, 2018, submit to EPA and the NHDES a total nitrogen non-point source and point source stormwater control plan ("Nitrogen Control Plan"), including a schedule of at least five years for implementing specific control measures as allowed by state law to address identified non-point source and stormwater Nitrogen loadings in the Town of Exeter that contribute total nitrogen to the Great Bay estuary, including the Squamscott River. If any category of de-minimis non-point source loadings identified in the tracking and accounting program are not included in the Nitrogen Control Plan, the Town shall include in the Plan an explanation of any such exclusions. The Nitrogen Control Plan shall be implemented in accordance with the schedules contained therein.

#### E. REPORTING

1. Beginning January 31, 2014 and annually thereafter, the Town shall submit Total Nitrogen Control Plan Progress Reports to EPA and the NHDES that address the following:
  - a. The pounds of total nitrogen discharged from the WWTF during the previous calendar year;
  - b. A description of the WWTF operational changes that were implemented during the previous calendar year;
  - c. The status of the development of a total nitrogen non-point source and storm water point source accounting system;
  - d. The status of the development of the non-point source and storm water point source Nitrogen Control Plan,
  - e. A description and accounting of the activities conducted by the Town as part of its Nitrogen Control Plan; and
  - f. A description of all activities within the Town during the previous year that affect the total nitrogen load to the Great Bay Estuary. The annual report shall include sufficient information such that the nitrogen loading change to the watershed associated with these

activities can be quantified upon development of the non-point source/point source storm water accounting system.

2. By December 31, 2023, the Town shall submit an engineering evaluation that includes recommendations for the implementation of any additional measures necessary to achieve compliance with the NPDES Permit; or a justification for leaving the interim discharge limit set forth in Attachment 1.a in place (or lower the interim limit to a level below 8.0 mg/l but still above 3.0 mg/l) beyond that date. Such justification shall analyze whether:
  - a. Total nitrogen concentrations in the Squamscott River and downstream waters are trending towards nitrogen targets;<sup>3</sup>
  - b. Significant improvements in dissolved oxygen, chlorophyll a, and macroalgae levels have been documented; and
  - c. Non-point source and storm water point source reductions achieved are trending towards allocation targets and appropriate mechanisms are in place to ensure continued progress.

#### V. NOTIFICATION PROCEDURES

1. Where this Order requires a specific action to be performed within a certain time frame, the Town shall submit a written notice of compliance or noncompliance with each deadline. Notification must be mailed within fourteen (14) calendar days after each required deadline. The timely submission of a required report shall satisfy the requirement that a notice of compliance be submitted.
2. If noncompliance is reported, notification shall include the following information:
  - a. A description of the noncompliance.
  - b. A description of any actions taken or proposed by the Town to comply with the lapsed schedule requirements.
  - c. A description of any factors that explain or mitigate the noncompliance.
  - d. An approximate date by which the Town will perform the required action.
3. After a notification of noncompliance has been filed, compliance with the past-due requirement shall be reported by submitting any required documents or providing EPA and NHDES with a written report indicating that the required action has been achieved.

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<sup>3</sup> The Town shall account for precipitation in the trend analysis and baseline measurement.



# TITLE XL

## AGRICULTURE, HORTICULTURE AND ANIMAL HUSBANDRY

### CHAPTER 431

#### SOIL CONDITIONERS

#### Fertilizers

##### Section 431:1

**431:1 Title.** – This subdivision shall be known as the New Hampshire Fertilizer Law.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

##### Section 431:2

**431:2 Administration.** – This subdivision shall be administered by the commissioner of agriculture, markets, and food.

**Source.** 1985, 72:1. 1995, 130:5; 233:1, eff. Jan. 1, 1996.

##### Section 431:3

**431:3 Definitions.** – In this subdivision:

I. "Brand" means a term, design, or trademark used in connection with one or several grades of fertilizer.

II. "Bulk fertilizer" means a fertilizer distributed in a non-packaged form.

III. "Commissioner" means the commissioner of agriculture, markets, and food or the commissioner's authorized agent.

IV. "Deficiency" means the amount of nutrient found by analysis less than that guaranteed which may result from a lack of nutrient ingredients or from lack of uniformity.

V. "Distribute" means to import, consign, manufacture, produce, compound, mix, or blend fertilizer, or to offer for sale, sell, barter, or otherwise supply fertilizer in this state.

VI. "Distributor" means any person who distributes.

VI-a. "Enhanced efficiency fertilizer" means lawn fertilizer products with characteristics that allow increased plant uptake and reduce potential of nutrient losses to the environment when compared to an appropriate reference product.

VII. "Fertilizer" means any substance containing one or more recognized plant nutrients which is used for its plant nutrient content and which is designed for use or claimed to have value in promoting plant growth, except unmanipulated animal and vegetable manures, marl, lime, limestone, wood ashes, and other products exempted by rule by the commissioner. "Fertilizer" shall not include any horticultural growing medium as defined in RSA 433-A:3, VI.

VIII. "Fertilizer material" means a fertilizer which:

(a) Contains important quantities of no more than one of the following primary plant nutrients, nitrogen (N), phosphorous (P), and potassium (K); or

(b) Has 85 percent or more of its plant nutrient content present in the form of a single chemical compound; or

(c) Is derived from a plant or animal residue or byproduct or natural material deposit which has been processed in such a way that its content of plant nutrients has not been materially changed except by purification and concentration.

IX. "Grade" means the percentage of total nitrogen, available phosphate, and soluble potash stated in whole numbers in the same terms, order, and percentages as in the guaranteed analysis, provided that:

(a) Specialty fertilizers may be guaranteed in fractional units of less than one percent of total nitrogen, available phosphate, and soluble potash.

(b) Fertilizer materials, bone meal, manures, and similar materials may be guaranteed in fractional units.

X. "Guaranteed analysis" means the minimum percentage by weight of plant nutrients claimed to be present in a fertilizer.

XI. "Investigational allowance" means an allowance for variations inherent in the taking, preparation, and analysis of an official sample of fertilizer.

XII. "Label" means the display of all written, printed, or graphic matter, upon the immediate container, or a statement accompanying a fertilizer.

XIII. "Labeling" means all written, printed, or graphic matter, upon or accompanying any fertilizer, or advertisements, brochures, posters, television and radio announcements used in promoting the sale of such fertilizer.

XIV. "Mixed fertilizer" means a fertilizer containing any combination or mixture of fertilizer materials.

XIV-a. "Natural inorganic fertilizer" means a mineral nutrient source that exists in or is produced by nature and may be altered from its original state only by physical manipulation.

XIV-b. "Natural organic turf fertilizer" means materials derived from either plant or animal products containing one or more elements other than carbon, hydrogen, and oxygen which are essential for plant growth. These materials may be subject to biological degradation processes under normal conditions of aging, rainfall, sun-curing, air drying, composting, rotting, enzymatic, or anaerobic/aerobic bacterial action, or any combination of these. These materials shall not be mixed with synthetic materials or changed in any physical or chemical manner from their initial state except by manipulations such as drying, cooking, chopping, grinding, shredding, hydrolysis, or pelleting. These products may be supplemented with natural inorganic fertilizers not containing phosphorus.

XV. "Official sample" means any sample of fertilizer taken by the commissioner and designated as "official" by the commissioner.

XVI. "Percent" or "percentage" means the percentage by weight.

XVII. "Person" means any individual, firm, company, partnership, corporation, association, cooperative, business trust, or legal entity of any kind.

XVIII. "Primary nutrient" means nitrogen, available phosphate, and soluble potash.

XIX. "Registrant" means the person who registers fertilizer under the provisions of this subdivision.

XX. "Specialty fertilizer" means a fertilizer distributed for non-farm use.

XXI. "Ton" means a net weight of 2,000 pounds avoirdupois.

XXII. "Turf" or "lawn" means non-agricultural land planted in closely mowed, managed grasses except golf courses, parks, athletic fields, and sod farms.

**Source.** 1985, 72:1. 1995, 130:5; 233:1. 1997, 141:3, eff. Jan. 1, 1998. 2013, 42:2-4, eff. Jan. 1, 2014.

## Section 431:4

**431:4 Registration. –**

I. Each brand and grade of fertilizer shall be registered in the name of that person whose name appears upon the label before being distributed in this state. The application for registration shall be submitted to the commissioner on a form furnished by the commissioner and shall be accompanied by a fee of \$75 per grade of each brand sold.

II. The fees collected under this section shall be deposited with the state treasurer into the general fund as unrestricted revenue.

III. Upon approval by the commissioner, a copy of the registration shall be furnished to the applicant. All registrations expire on December 31 of each year. The application shall include the following information:

- (a) The brand and grade.
- (b) The guaranteed analysis.
- (c) The name and address of the registrant.
- (d) Net weight.

IV. A distributor shall not be required to register any fertilizer which is already registered under this section by another person, providing the label does not differ in any respect.

V. A distributor shall not be required to register each grade of fertilizer formulated according to specifications which are furnished by a consumer prior to mixing, but shall be required to label such fertilizer as provided in RSA 431:5, III.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996. 2003, 229:2, eff. July 1, 2003.

**Section 431:4-a****431:4-a Nitrogen Content of Fertilizer. –**

I. No turf fertilizer sold at retail shall exceed 0.7 pounds per 1,000 square feet of soluble nitrogen per application when applied according to the instructions on the label.

II. No turf fertilizer sold at retail shall exceed 0.9 pounds per 1,000 square feet of total nitrogen per application when applied according to the instructions on the label.

III. No turf fertilizer shall exceed an annual application of 3.25 pounds per 1,000 square feet of total nitrogen when applied according to the instructions on the label.

IV. No enhanced efficiency fertilizer shall exceed a single application rate of 2.5 lbs. per 1,000 square feet of total nitrogen and an annual application rate of 3.25 pounds per 1,000 square feet of total nitrogen nor release at greater than 0.7 pounds per 1,000 square feet per month when applied according to the instructions on the label.

**Source.** 2013, 42:5, eff. Jan. 1, 2014.

**Section 431:4-b****431:4-b Phosphorus Content of Fertilizer. –**

I. No fertilizer sold at retail that is intended for use on turf shall exceed a content level of 0.67% available phosphate unless specifically labeled for establishing new lawns, for repairing a lawn, for square seeding, or for use when a soil test indicates a phosphorus deficiency.

II. No fertilizer sold at retail that is intended for use on newly established or repaired lawns, or for lawns testing deficient in phosphorus shall exceed an application rate of one pound per 1,000 square feet annually of available phosphate.

III. No natural organic turf fertilizer shall exceed a per application rate of one pound of available phosphate per 1,000 square feet when applied according to the instructions on the label.

**Source.** 2013, 42:5, eff. Jan. 1, 2014.

### Section 431:4-c

**431:4-c Existing Inventories.** – No provision of RSA 431:4-a or RSA 431:4-b shall restrict the continued sale by retailers of any fertilizer from any existing inventories in stock on December 31, 2013.

**Source.** 2013, 42:5, eff. Jan. 1, 2014.

### Section 431:4-d

**431:4-d Preemption of Local Regulation.** – Except as otherwise specifically provided in this subdivision, no ordinance or regulation of local government, including but not limited to, an action by a local governmental agency or department, a county board of commissioners or a city council, or a local regulation adopted by the use of an initiative measure, may prohibit or in any way attempt to regulate any matter relating to the registration, sale, formulation, or transportation of fertilizer.

**Source.** 2013, 42:5, eff. Jan. 1, 2014.

### Section 431:5

#### 431:5 Labels. –

I. Any fertilizer distributed in this state in containers shall have placed on or affixed to the container a label setting forth in clearly legible and conspicuous form the following information:

- (a) Net weight.
- (b) Brand and grade, provided that the grade shall not be required when no primary nutrients are claimed.
- (c) Guaranteed analysis in the following order and form:

Total Nitrogen (N) \_\_\_\_\_ %  
 Available Phosphate (P ' ' 2%480 ' ' 5%48) \_\_\_\_\_ %  
 Soluble Potash (K ' ' 2%480) \_\_\_\_\_ %

(1) For unacidulated mineral phosphatic material and basic slag, bone, tankage, and other organic phosphatic materials, the total phosphate and or degree of fineness may also be guaranteed.

(2) Guarantees for plant nutrients, other than nitrogen, phosphorous and potassium, may be permitted or required by rule by the commissioner. The guarantees for such other nutrients shall be expressed in the form of the element. The source (oxides, salts, chelates, etc.) of such other nutrients may be required to be stated on the application for registration and may be included on the label. Other beneficial substances or compounds, determinable by laboratory methods, also may be guaranteed by permission of the commissioner and with the advice of the director of the agricultural experiment station. When any plant nutrients or other substances or compounds are guaranteed, they shall be subject to inspection and analysis in accord with the methods and rules adopted by the commissioner.

(d) Name and address of the registrant.

II. In the case of bulk shipments, the information required in paragraph I in written or printed form shall accompany delivery and be supplied to the purchaser at the time of delivery.

III. A fertilizer formulated according to specifications which are furnished by a consumer prior to mixing shall be labeled to show the net weight, the guaranteed analysis, and the name and address of the distributor or registrant.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

## Section 431:6

### 431:6 Inspection Fees and Tonnage Reports. –

I. There shall be paid to the commissioner for all fertilizers distributed in this state to nonregistrants an inspection fee on each ton of fertilizer sold in a manner and at a fee prescribed by the commissioner by rules; provided, that sales or exchanges between importers, manufacturers, distributors, or registrants are exempted.

II. Every registrant who distributes fertilizer in the state shall file with the commissioner a semiannual statement for the reporting period setting forth the number of net tons of each fertilizer so distributed in this state during such period. The report shall be due on or before 30 days following the close of the filing period and upon filing such statement the registrant shall pay an inspection fee. If the tonnage report is not filed and the payment of inspection fees is not made within 30 days after the end of the specified filing period, a collection fee, amounting to 10 percent (minimum \$10) of the amount due, shall be assessed against the registrant and added to the amount due.

III. When more than one person is involved in the distribution of a fertilizer, the last person who has the fertilizer registered and who distributed to a nonregistrant dealer or consumer is responsible for reporting the tonnage and paying the inspection fee, unless the report and payment is made by a prior distributor of the fertilizer.

IV. Fees collected under this section shall be deposited with the state treasurer into the general fund as unrestricted revenue.

V. No information furnished the commissioner under this section shall be disclosed in such a way as to divulge the operation of any person.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

## Section 431:7

### 431:7 Inspection, Sampling, and Analysis. –

I. It shall be the duty of the commissioner to sample, inspect, make analyses of, and test fertilizers distributed within this state at any time and place and to such an extent as the commissioner may deem necessary to determine whether such fertilizers are in compliance with the provisions of this subdivision. The commissioner is authorized to enter upon any public or private premises or carriers during regular business hours in order to access fertilizer subject to provisions of this subdivision and the rules adopted pursuant to it, and the records relating to their distribution and storage.

II. The methods of sampling and analysis shall be those adopted by the Association of Official Analytical Chemists (AOAC). In cases not covered by such methods, or in cases where methods are available in which improved applicability has been demonstrated, the commissioner may adopt by rule such appropriate methods from other sources.

III. The commissioner, in determining for administrative purposes whether any fertilizer is deficient in plant food, shall be guided solely by the official sample as defined in RSA 431:3, and obtained and analyzed as provided for in paragraph II of this section.

IV. The results of official analysis of fertilizers and portions of official samples shall be distributed by the commissioner as provided by rule. Official samples establishing a penalty for nutrient deficiency shall be retained for a minimum of 90 days from issuance of a deficiency report.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

## Section 431:8

**431:8 Plant Food Deficiency. –**

I. When the official analysis under RSA 431:7 shall show that a fertilizer is deficient in nitrogen, available phosphate, and/or soluble potash in accordance with the provisions of subparagraphs (a) and (b), then a penalty payment of 3 times the value of such deficiency shall be assessed. When a fertilizer is subject to a penalty payment under both (a) and (b), the larger penalty payment shall apply. A fertilizer is deficient when:

(a) One or more of its guaranteed primary plant nutrients are beyond the investigational allowances established by rule; or

(b) The overall index value of the fertilizer is below the level established by rule.

II. Penalty payments for deficiencies beyond the investigational allowances as established by rule for any other constituent covered under RSA 431:5, I(c)(2), which the registrant is required to or may guarantee, shall be evaluated and penalty payments prescribed by the commissioner.

III. All penalty payments assessed under this section shall be paid by the registrant to the commissioner within 3 months of receiving written notification from the commissioner of the penalty notice.

IV. Penalty payments received from the registrant shall be refunded to the consumer of the fertilizer which has been analyzed and found deficient, provided that the purchase is of one ton or more. Penalty payments on lots of fertilizer which have been analyzed and found deficient and whose purchaser cannot be found shall be deposited in the general fund as unrestricted revenue.

V. If, upon satisfactory evidence, a person is shown to have altered the content of a fertilizer shipped to such person by a registrant, or to have mixed or commingled fertilizer from 2 or more suppliers such that the result of either alteration changes the analysis of the fertilizer as originally guaranteed, then that person shall become responsible for obtaining a registration and shall be held liable for all penalty payments and be subject to other provisions of this subdivision, including seizure, condemnation, and stop sale.

VI. A deficiency in an official sample of mixed fertilizer resulting from nonuniformity is not distinguishable from a deficiency due to actual plant nutrient shortage and is properly subject to official action.

VII. Nothing contained in this section shall prevent any person from appealing to a court of competent jurisdiction seeking judgment as to the justification of such penalty payments.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

**Section 431:9**

**431:9 Commercial Value. –** For the purpose of determining the commercial value to be applied under the provisions of RSA 431:8, the commissioner shall determine and publish annually the values per unit of nitrogen, available phosphate, and soluble potash in fertilizers in this state. The value so determined and published shall be used in determining and assessing penalty payments.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

**Section 431:10**

**431:10 Misbranding. –** No person shall distribute misbranded fertilizer. A fertilizer shall be deemed to be misbranded if:

I. Its labeling is false or misleading in any particular.

II. It is distributed under the name of another fertilizer product.

III. It is not labeled as required in RSA 431:5 and in accordance with rules adopted under this subdivision.

IV. It purports to be or is represented as a fertilizer, or is represented as containing a plant nutrient or fertilizer unless such plant nutrient or fertilizer conforms to the definition of identity, if any, prescribed by rule of the commissioner. In adopting such rules, the commissioner shall give due regard to commonly accepted definitions and official fertilizer terms such as those issued by the Association of American Plant Food Control Officials.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

### Section 431:11

**431:11 Adulteration.** – No person shall distribute an adulterated fertilizer product. A fertilizer shall be deemed to be adulterated if:

I. It contains any deleterious or harmful ingredient in sufficient amount to render it injurious to beneficial plant, animal, human, or aquatic life or to soil or water when applied in accordance with directions for use on the label, or if adequate warning statements or directions for use which may be necessary to protect plant life, animal, human, or aquatic life or soil or water are not shown upon the label.

II. Its composition falls below or differs from that which it is purported to possess by its labeling.

III. It contains unwanted crop seed or weed seed.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

### Section 431:12

**431:12 Publications.** – The commissioner shall publish in such forms as the commissioner deems proper:

I. Information concerning the distribution of fertilizers.

II. Results of analyses based on official samples of fertilizer distributed within the state as compared with the analyses guaranteed under RSA 431:4 and RSA 431:5.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

### Section 431:13

**431:13 Rulemaking.** – For the enforcement of this subdivision, the commissioner shall adopt under RSA 541-A, after public hearing, such rules relating to investigational allowances, definitions, records, distribution, storage, use, and application of fertilizers as may be necessary to carry into effect the full intent and meaning of this subdivision.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

### Section 431:14

**431:14 Shortweight.** – If any fertilizer in the possession of the consumer is found by the commissioner to be short in weight, the registrant of the fertilizer shall within 30 days after official notice from the commissioner submit to the consumer a penalty payment of 4 times the value of the actual shortage.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

## Section 431:15

**431:15 Cancellation of Registrations.** – The commissioner may cancel the registration of any brand of fertilizer or may refuse to register any brand of fertilizer as provided in this subdivision, upon satisfactory evidence that the registrant has used fraudulent or deceptive practices in the evasion or the attempted evasion of the provisions of this subdivision or any rules adopted thereunder. No registration shall be revoked or refused until the registrant shall have been given the opportunity to appear for a hearing by the commissioner.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

## Section 431:16

**431:16 Stop Sale Orders.** – The commissioner may issue and enforce a written or printed "stop sale, use, or removal" order to the owner of any lot of fertilizer and hold such fertilizer at a designated place when the commissioner finds the fertilizer is being offered or exposed for sale in violation of any of the provisions of this subdivision until the law has been complied with and the fertilizer is released in writing by the commissioner, or the violation has been otherwise legally disposed of by written authority. The commissioner shall release the fertilizer so withdrawn when this subdivision has been complied with and all costs and expenses incurred in connection with the withdrawal have been paid.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

## Section 431:17

**431:17 Seizure, Condemnation, and Sale.** – Any lot of fertilizer not in compliance with the provisions of this subdivision shall be subject to seizure on complaint of the commissioner to a court of competent jurisdiction in the area in which the fertilizer is located. In the event the court finds the fertilizer to be in violation of this subdivision and orders the condemnation of the fertilizer, it shall be disposed of in any manner consistent with the quality of the fertilizer and the laws of the state. In no instance shall the disposition of the fertilizer be ordered by the court without first giving the claimant an opportunity to apply to the court for release of the fertilizer or for permission to process or relabel the fertilizer to bring it into compliance with this subdivision.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

## Section 431:18

### **431:18 Penalties.** –

I. Any person who, personally or through an agent, violates any provision of this subdivision or rule adopted under this subdivision shall be guilty of a misdemeanor if a natural person, or guilty of a felony if any other person.

II. Any person who violates any provision of this subdivision or any rule adopted or order issued under this subdivision shall, in addition, be liable for a civil forfeiture not to exceed \$5,000 for each violation, for each day of a continuing violation, which may be collected in a civil action or in connection with an action for injunctive relief brought by the attorney general.

III. Any person who violates any provision of this subdivision, or any rule or order of the commissioner, shall be subject to the imposition of an administrative fine levied by the commissioner, not to exceed \$1,000 for each violation.

IV. The commissioner may apply for and the court may grant a temporary or permanent injunction



restraining any person from violating or continuing to violate any of the provisions of this subdivision or any rule adopted hereunder, notwithstanding the existence of other remedies at law. The injunction shall be issued without bond.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

### Section 431:19

**431:19 Cooperation With Other Entities.** – The commissioner may cooperate with and enter into agreement with governmental agencies of this state, other states, and agencies of the federal government in order to carry out the purpose of this subdivision.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

### Section 431:20

**431:20 Exchanges Between Manufacturers.** – Nothing in this subdivision shall be construed to restrict or avoid sale or exchanges of fertilizers to each other by importers, manufacturers, or manipulators who mix fertilizer materials for sale, or as preventing the free and unrestricted shipments of fertilizer to manufacturers or manipulators who have registered their brands as required by provisions of this subdivision.

**Source.** 1985, 72:1. 1995, 233:1, eff. Jan. 1, 1996.

### Section 431:21

**431:21 Penalties.** – [Repealed 1995, 233:4, eff. Jan. 1, 1996.]

## Agricultural Liming Materials

### Section 431:22

**431:22 Title.** – This subdivision shall be known as the "New Hampshire Agricultural Liming Materials Act."

**Source.** 1985, 72:1. 1995, 233:3, eff. Jan. 1, 1996.

### Section 431:23

**431:23 Administration.** – This subdivision shall be administered by the commissioner of agriculture, markets, and food.

**Source.** 1985, 72:1. 1995, 233:3, eff. Jan. 1, 1996.

### Section 431:24

**431:24 Definitions.** – In this subdivision:

I. "Agricultural liming materials" means a product whose calcium and magnesium compounds are capable of neutralizing soil acidity.



# New Hampshire's Turf Fertilizer Law What You Should Know

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## Introduction

Nitrogen and phosphorus are nutrients essential for the growth of plants. However, an overabundance of these nutrients causes pollution in waterways.

In New Hampshire, more than half of the nitrogen pollution to Great Bay can be traced back to urban and suburban nonpoint source pollution, including fertilizer runoff.\* Nonpoint source (NPS) pollution, unlike pollution from industrial and sewage treatment plants, comes from many different sources. NPS pollution is caused by rainfall or snowmelt moving over and through the ground. As the runoff moves, it picks up and transports natural and human-made pollutants, finally depositing them into lakes, rivers, wetlands, coastal waters and ground waters.\*\*

Once in our waterways, fertilizers designed to make our lawns lush and green may cause harmful algae blooms. As algae grow and then decompose, they block sunlight from reaching aquatic plants, rob the water of oxygen, and threaten underwater life. Algae blooms also reduce water clarity which can lead to fewer opportunities for fishing and swimming.

When fertilizers, either synthetic or organic, are applied in the proper amounts at appropriate times during the growing season, lawns will thrive and the risk of fertilizer nutrients entering our waterways will be reduced. Because of concerns over lawn fertilizer runoff, the New Hampshire legislature passed a bill in 2013 regulating the use of nitrogen and phosphorus in turf fertilizers that are sold at retail. The goal is to help homeowners maintain healthy lawns without applying unnecessary fertilizer.

## FERTILIZE RESPONSIBLY

- **Nitrogen Content Reduced**  
Lawn fertilizers sold at retail shall not exceed 0.9 pound of total nitrogen applied per 1,000 square feet per application when applied according to the label. At least 20% of the nitrogen must be in slow release form.
- **Phosphorus-Free**  
Most NH soils provide all the phosphorus that a home lawn needs. Phosphorus sold at retail should be used only on newly established or repaired lawns, or on lawns testing deficient in phosphorus. Annual applications may not exceed a rate of 1 pound per 1,000 square feet of available phosphate.

When purchasing lawn fertilizers, the bag is labelled with a guaranteed analysis consisting of three numbers such as 22-0-3. These numbers stand for the percent, on a dry weight basis, of nitrogen, phosphorus (as phosphate), and potassium (as potash) contained in that fertilizer. These three nutrients are not available in sufficient quantities in many existing soils so we add them to the soil in



the form of fertilizer. Nitrogen is associated with leafy green growth, phosphorus is essential for root growth, and potassium helps regulate water movement within the plant as well as increasing the grass plant's ability to withstand stress.

## Nitrogen Applications

The amount of nitrogen a lawn needs can depend on many factors. The age of the lawn, its intended use, grass species, and local conditions can all affect your nitrogen needs. If an unfertilized lawn has been acceptable, then there may be no need to fertilize. Many lawns however, need at least a yearly application of nitrogen because few soils can supply enough nitrogen throughout the growing season to produce a healthy, dense lawn capable of resisting weed invasion. To reduce the amount of nitrogen fertilizer needed, return clippings from mowing to the lawn. If clippings from mowing are returned to the lawn, the amount of nitrogen fertilizer needed can be reduced by 50%. \*\*\* This means that only half of the amount recommended on the fertilizer bag need be applied. New lawns or lawns less than 10 years old may need the full amount of recommended nitrogen.

New Hampshire State Statute (RSA: 431) as modified in 2013 states that no turf (lawn) fertilizer sold at retail shall exceed 0.9 pounds per 1,000 square feet of total nitrogen per application when applied according to the instructions on the label. Furthermore, no turf fertilizers sold at retail shall exceed 0.7 pounds per 1,000 square feet of soluble nitrogen per application when applied according to the label. This new law applies to the application of synthetic (manufactured)

fertilizers, natural inorganic fertilizers (from a mineral nutrient source), and natural organic fertilizers (derived from either plant or animal products).

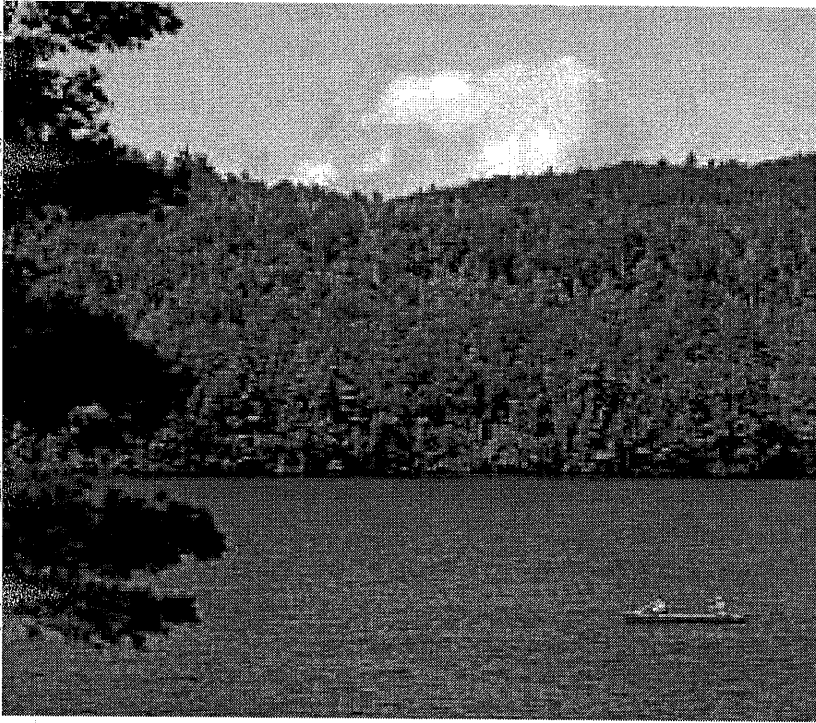
The guaranteed analysis of a lawn fertilizer is listed on the back of the product. Nitrogen sources and their solubility are listed individually. Water-soluble nitrogen (WSN) is quickly and readily available to the plant. Slow-release nitrogen (SRN) sources become available to the plant over a period of approximately 8 to 12 weeks. Slow release nitrogen sources include water-insoluble nitrogen (WIN) and various engineered sources of nitrogen called controlled release nitrogen (CRN). Most turf fertilizers are manufactured with a combination of WSN and SRN so that a percentage of the nitrogen is readily available to the plant and the rest is available slowly over time.

RSA: 431 also states that no turf fertilizer sold at retail shall exceed an annual application rate of 3.25 pounds per 1,000 square feet of total nitrogen when applied according to the instructions on the label. Look on the bag for the amount of fertilizer recommended for the area of your lawn. When purchasing fertilizer, try to buy only enough fertilizer for the size of your lawn. To determine the size of your lawn see Does Your Lawn Measure Up? : [http://extension.unh.edu/resources/representation/Resource000513\\_Rep535.pdf](http://extension.unh.edu/resources/representation/Resource000513_Rep535.pdf).

You also need to know about additional local and state laws related to fertilizer application. For example, adjacent to many water bodies in New Hampshire it is illegal to apply any fertilizer within 25 feet of the reference or high water line. Only lime can be applied within 25 feet of the reference line. Beyond 25 feet but within 50 feet, only low phosphorus and slow release nitrogen (SRN) fertilizers may be used. \*\*\* To Also check local ordinances as some towns have more stringent restrictions than the Shoreland Water Quality Protection Act. \*\*\*\*\*

## Phosphorus Applications

Established lawns do not have a high phosphorus requirement; simply leaving grass clippings on the lawn will supply sufficient phosphorus. Most lawn fertilizers for sale now contain little or no phosphorus because phosphorus run-off into New Hampshire's lakes, streams and ponds has had a negative impact on water quality. Phosphorus concentration is naturally low in our waterways, and even the addition of Quality



small amounts can stimulate the growth of algae and undesirable water plants. Phosphorus contamination in fresh waters results in lakes and ponds that are unsuitable for swimming, fishing and other recreational activities.

New Hampshire law (RSA:431) states that no fertilizer sold at retail that is intended for use on turf (lawn) shall exceed a content level of 0.67% available phosphate unless specifically labeled for establishing new lawns, for repairing a lawn, for seeding, or for use when a soil test indicates a phosphorus deficiency. In addition, no fertilizer sold at retail that is intended for use on newly established or repaired lawns, or for lawns testing deficient in phosphorus shall exceed an application rate of 1 pound per 1,000 square feet annually of available phosphate.

For those who want to maintain a lawn using natural organic lawn fertilizers there are several blended organic fertilizers available that do not contain phosphorus. When using organic lawn fertilizers you need to be vigilant: it is easy to over-apply phosphorus. Many organic turf fertilizers tend to contain lower nitrogen concentrations than synthetics. This means that the total fertilizer amount needed to meet the nitrogen requirement can result in over-application of phosphorus. Get a soil test to determine what is needed in these situations. All lawn fertilizers registered and sold at retail for use in New Hampshire

have product labels that are reviewed by the New Hampshire Department of Agriculture, Markets, and Food for compliance with the law.

The amounts of nitrogen and phosphorus in retail turf fertilizers under the new law are the suggested maximum amounts to maintain healthy lawns while considering water quality impacts from fertilizer runoff. As stated above, lower amounts or even no lawn fertilizer may be needed, depending on the individual situation.

## Soil Testing

Get a soil test before seeding a new lawn and at least once every 3 years following establishment. The University of New Hampshire Cooperative Extension provides soil analysis and nutrient recommendations for home lawns that

are in compliance with the new law. You can submit a soil sample for analysis by downloading the Home Grounds and Garden soil test form and following the directions on the form: [http://extension.unh.edu/resources/files/Resource002475\\_Rep3645.pdf](http://extension.unh.edu/resources/files/Resource002475_Rep3645.pdf). The UNHCE soil test will measure the soil's pH (acidity), as well as phosphorus, potassium, calcium, magnesium and lead levels in order to provide you with the best fertilizer and lime recommendations for your soil. UNHCE does not sample for nitrogen. Nitrogen can be very mobile in the soil environment, making the use of a soil test impractical as a basis for application due to the lag time between sample collection and test result delivery. \*\*\*\*\*

Timing fertilizer applications properly can help reduce the potential for fertilizer runoff. Don't apply turf fertilizer if heavy rains (1 inch or more in 24 hours) or thunderstorms are predicted, especially if the lawn is on a slope. The late August/early September (approximately Labor Day) fertilization period is the most important for cool season grasses. Fall lawn fertilizer applications should be complete before September 15 in northern New Hampshire and by October 1 in southern New Hampshire.

Unused lawn fertilizer should be returned to its original container and stored in a safe place for future application. Weighing the bag and recording the weight prior to storage will aid in determining how much area the remaining fertilizer will cover. \*\*\*\*\*  
Applying the correct right fertilizer at the right rate at the right time in the right place will help preserve the health of our waterways for future generations.

## References

\*42:1, State of New Hampshire, Chapter 42, HB-Final Version

\*\* Environmental Protection Agency, definition of non-point source pollution

\*\*\* Rutgers Cooperative Research Extension Fact Sheet, Fertilizing the Home Lawn, 2004

\*\*\*\* RSA 483-B, New Hampshire Shoreland Water Quality Protection Act (SWQPA)

\*\*\*\*\* Modifications to RSA 431:1-5 cover only turf fertilizers sold at retail. All turf fertilizers sold at wholesale are exempt.

\*\*\*\*\* New Hampshire Environmental Services, Shoreland Water Quality Protection Act, Frequently Asked Questions

\*\*\*\*\* New England Interstate Water Pollution Control Commission (NEIWPC): Regional Clean Water Guidelines for Fertilization of Urban Turf: Final Report to the New England and New York State Environmental Agency Commissioners, 2014

## ABOUT THE AUTHOR



Margaret Hagen is a Food & Agriculture field specialist in Hillsborough County where she works with the local green industry as part of the UNH Cooperative Extension Landscape and Greenhouse team. She also provides horticultural education to the general public. She has a Master of Science degree in horticulture from Colorado State University.

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*For more fact sheets, go to*  
[extension.unh.edu/resources/category/Agriculture](http://extension.unh.edu/resources/category/Agriculture)





**NEMBA**  
NEW ENGLAND MOUNTAIN BIKE ASSOCIATION



## **New England Mountain Bike Patrol**

### ***Patrolling Conservation Land Trails and Assisting Land Managers***

#### **PURPOSE:**

The purpose of this document is to clearly define the relationship between the New England Mountain Bike Patrol (NEMBA Patrol) and The Town of Exeter Conservation Commission. As the NEMBA Patrol has a desire to assist The Exeter Conservation Commission, the NEMBA Patrol requests approval to patrol the Oaklands and Henderson Swasey Town Forest trail system offering assistance to any users in need. Maps of the patrol area are appended to this document.

#### **DEFINITION:**

The NEMBA Patrol is an all-volunteer program of the New England Mountain Bike Association (NEMBA) and a local element of the National Mountain Bike Patrol managed by the International Mountain Bike Association. The mission of the Mountain Bike Patrol is to educate, inform and assist all trail users as well as create a highly visible presence helping NEMBA advocate good and safe use of trails.

Each NEMBA Patroller is trained by American Red Cross certified trainers in Wilderness First Aid and AED/CPR. In addition, every Patroller is trained on basic bike repairs such as changing flat tires, fixing broken chains, etc. When patrolling, each Patroller wears the distinctive red and white Patrol Jersey and carries trail maps, basic tools, repair items and First Aid materials. Once trained and certified, Patrollers are assigned to specific Town Forest trail networks where they become familiar with the assigned Town Forest trail network as it is paramount for a Patroller to know their exact location should emergency assistance need to be called.

While patrolling, Patrollers may ride in pairs or alone concentrating on areas that need attention, and from time-to-time, will provide assistance to NEMBA-organized rides and events. At least one member of each team carries a cellular telephone, and should they encounter an accident or emergency, Patrollers are trained as first responders to stabilize the situation until medical or emergency help arrives.



**NEMBA**  
NEW ENGLAND MOUNTAIN BIKE ASSOCIATION



#### **NEMBA Patrol Role and Responsibilities:**

1. Patrol on bicycle and monitor the designated trail network on an unscheduled basis. Each Patroller will wear the red and white National Mountain Bike jersey as identifying clothing, and carries medical materials, bicycle repair parts/tools and trail maps when available.
2. Provide emergency medical and other assistance to all trail users, as required.
3. Respect environmental and trail conditions.
4. Advise and educate trail users on municipal trail use policies and NEMBA's good use of the trails philosophy, as required.
5. Patrollers are not an enforcement agency and will not enforce municipal rules or regulations; they will simply inform, educate and assist all trail users.
6. Know how to contact local authorities and emergency personnel should the need arise.
7. Patrollers will not provide any trail users with any over-the-counter medications.
8. Meet with the land manager or other designated authority monthly during the season to coordinate and to provide updates on Patrol activities.
9. Patrollers will report all incidents, dangerous trail conditions, medical situations requiring transport, or anything out of the ordinary to the land manager or other designated authority.
10. Provide the land manager or other designated authority with the names and contact data for Patrollers that will patrol the Town Forest trail network.
11. Cease patrol operations upon notice by the land manager or other designated authority.
12. NEMBA shall have at all times and provide to the Conservation Commission proof of adequate insurance naming the Town as an additional insured.

#### **The Town of Exeter Conservation Commission's Role and Responsibilities:**

1. Approve NEMBA Patrol's operation in the Town Forest trail networks under the land manager or other designated authority's control or jurisdiction.
2. Advise the Patrol of scheduled activities with potential to generate incidents necessitating NEMBA services, including, but not necessarily limited to: logging, competitive or other user community group events, training of forestry, law enforcement, fire or military personnel.
3. Provide the Patrol with the names and contact data of key land management personnel for reporting incidents.
4. Terminate the Patrol's participation in a respective Town Forest without notice.



**NEMBA**  
NEW ENGLAND MOUNTAIN BIKE ASSOCIATION



On behalf of The Exeter Conservation Commission, the Exeter Board of Selectmen, and NEMBA Patrol I have read the above document and agree to the terms set forth herein.

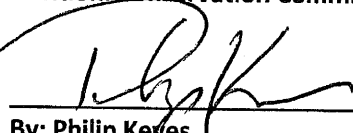
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Russell Dean, Town Manager  
on Behalf of the Exeter Board of Selectmen

Dated: 11/10/15

  
\_\_\_\_\_  
By: Jason Gregoire  
Position: Conservation Commission Chairman

Dated: 10/19/15

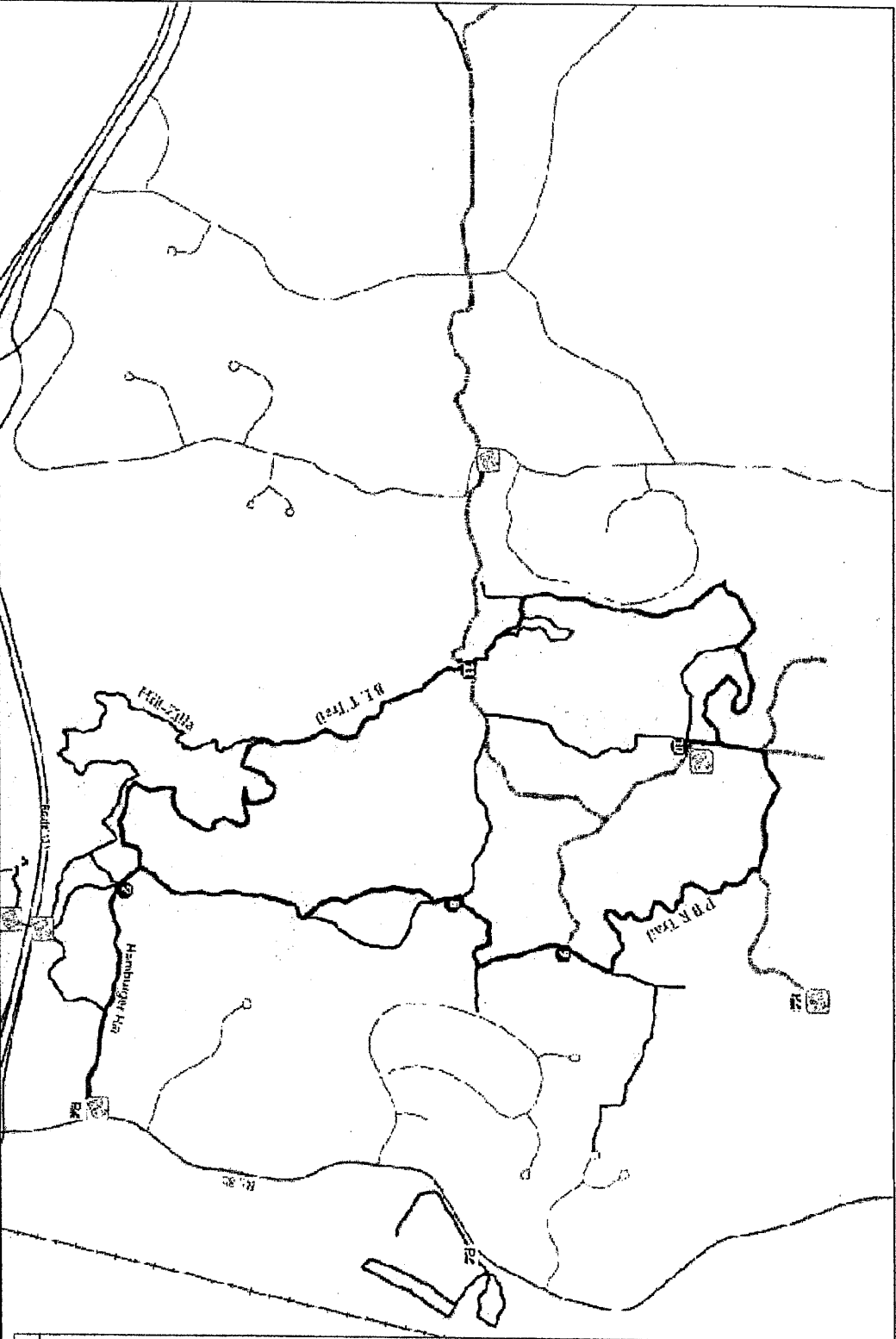
  
\_\_\_\_\_  
By: Philip Keyes  
Position: Executive Director,  
New England Mountain Bike Association





Oaklands Network

HARRISBURG, 2005 TRAILS CROSSING  
Private property. The landowner  
has allowed the use of the trails  
but please respect their property.



**OAKLANDS TRAIL NETWORK:**

This area is protected as a result of donations and easements granted by several generous individuals and the bear seal acts for conservation and recreational purposes. The trails are managed by the Exeter Conservation Commission with the support of many dedicated volunteers.

Non-motorized activities including hiking, skiing, strolling and snowshoeing are allowed for year-round enjoyment on established trails. Temporary closures may occur during heavy muddy or wet conditions. Closures will be posted at entrance blocks and the Town of Exeter website.

Dogs are welcome but must be leashed and cleaned up after.

Hunting in season within the Uplands Local Forest is permitted unless otherwise posted.

In accordance with Town Ordinance the following uses are not permitted:  
—organized vehicles  
—horserback riding

Please respect the land for the benefit of all users.

Report any misuse to the Town of Exeter at (603) 778-0501.

**Legend**

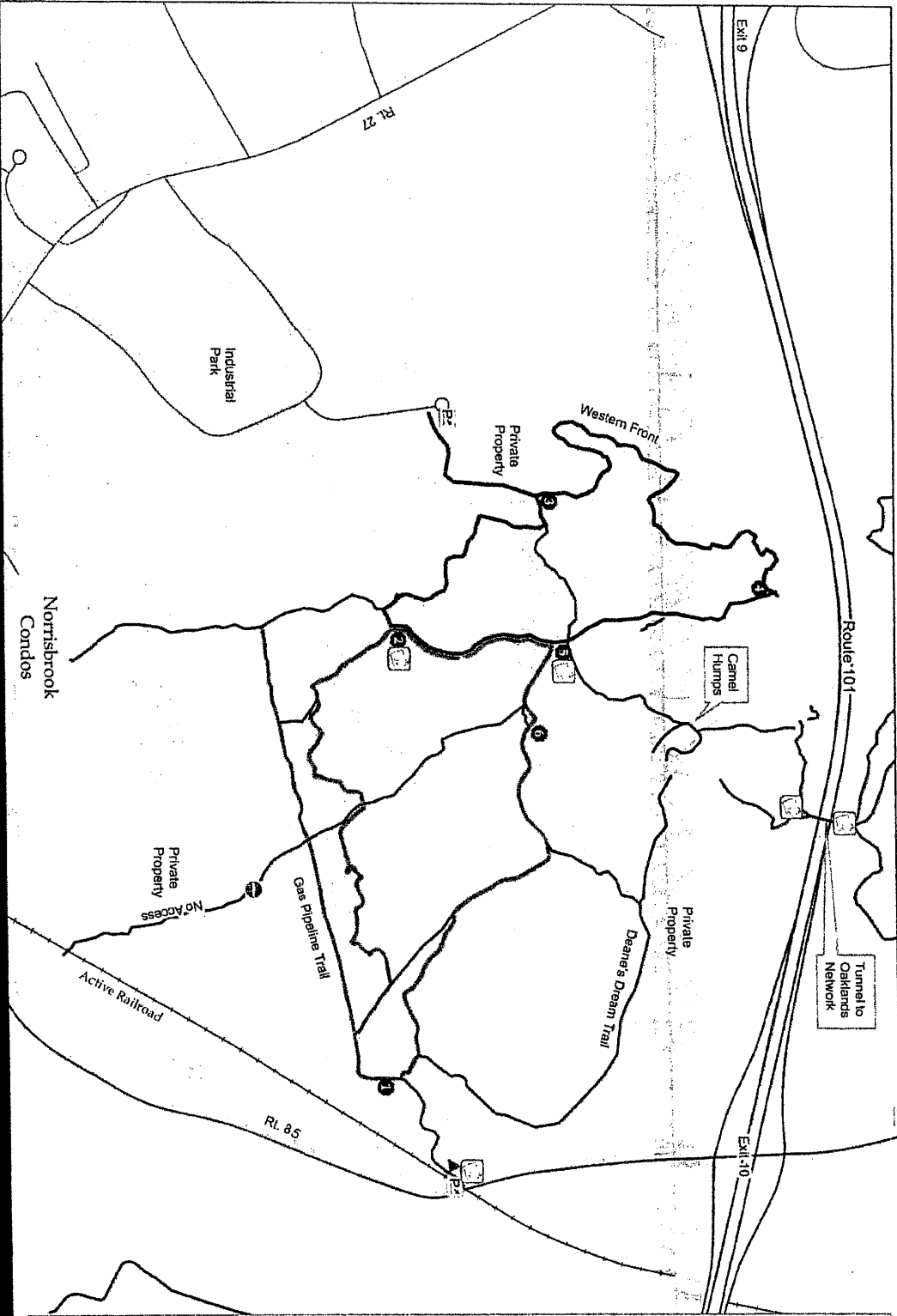
- Red Loop (c. 1 Miles)
- Snowmobile Trail (c. 1 Miles)
- Additional Trails
- Map locations: Private Property
- Trail Starts: Private Property
- End of Access: DMV Signs
- Notes: Loop Roads
- ▲ Felling: Sage Roads
- Exeter: Natural
- Exeter: Not Maintained Area



Henderson - Swasey Network



Please note: Some trails cross other private property. The landowners have allowed the use of the trails, but please respect their property.



**HENDERSON-SWASEY TRAIL NETWORK**

This area is the result of donations by several generous individuals and has been set aside for conservation and recreation purposes. The parcels are managed by the Exeter Conservation Commission with the support of many dedicated volunteers.

Non-motorized activities including hiking, biking, skiing and snowshoeing allow for year-round enjoyment on established trails. Temporary closures may occur during very muddy or wet conditions. Closures will be posted at entrance kiosks and the Town of Exeter website.

Dogs are welcome but must be leashed and cleaned up after.

In accordance with Town Ordinance the following uses are not permitted:

- motorized vehicles
- horseback riding
- hunting

Please respect this land for the benefit of all users.

Report any misuse to the Town of Exeter at (603) 778-0591

**Legend**

**Map Locations**

- Local Roads
- Non Maintained Roads
- Trail Posts
- State Roads
- End of Access
- Railroad
- Kiosk
- Private Property
- Parcel Lines
- Other Towns
- Exeter

**Trail Types**

- Green Loop (1.65 Miles)
- Blue Loop (1.75 Miles)
- Yellow Loop (0.95 Miles)
- Gas Pipeline (0.50 Miles)
- Additional Trails



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>R-T SPECIALTY OF ILLINOIS, LLC</b> <b>500 W MONROE ST FL 28</b> <b>CHICAGO, IL 60661</b> <b>(312) 379-8183</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 379-8183      FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:  <b>New England Mountain Bike Association</b> <b>P.O Box 2221</b> <b>Acton, MA 01720</b>	<b>INSURER A:</b> United States Fire Insurance	<b>21113</b>
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** USP174288                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SRPGP-101-0414	03/01/2015 12:01 AM	03/01/2016 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
							PRODUCTS - COMP/OP AGG	\$2,000,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$5,000.00
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cycling Activities

### CERTIFICATE HOLDER

New England Mountain Bike Association  
P.O Box 2221  
Acton, MA 01720

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*R-T Specialty of Illinois, LLC*



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
3/6/2015

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGP-101-0414/USP174288		EFFECTIVE DATE 03/01/2015 12:01 AM	NAMED INSURED(S) New England Mountain Bike Association	

**ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)**

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER	
		MA Department of Conservation & Recreation 251 Causeway St. Boston MA 02114	LOCATION: _____ BUILDING: _____	VEHICLE: _____ BOAT: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____	INTEREST END DATE: _____	
		LIEN AMOUNT: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____	
		E-MAIL ADDRESS: _____		

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER	
		Commonwealth of Massachusetts One Ashburton Place Boston MA 02108	LOCATION: _____ BUILDING: _____	VEHICLE: _____ BOAT: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____	INTEREST END DATE: _____	
		LIEN AMOUNT: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____	
		E-MAIL ADDRESS: _____		

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		CT Department of Environmental Protection 39 Elm St. Hartford CT 06106	LOCATION: _____ BUILDING: _____	VEHICLE: _____ BOAT: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____	INTEREST END DATE: _____	
		LIEN AMOUNT: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____	
		E-MAIL ADDRESS: _____		

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		Department of Resources & Economic Development 172 Pembroke Road Concord, NH 03302-18567	LOCATION: _____ BUILDING: _____	VEHICLE: _____ BOAT: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____	INTEREST END DATE: _____	
		LIEN AMOUNT: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____	
		E-MAIL ADDRESS: _____		

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		City of New Britain and the Board of Water Commissioners 27 West Main Street, Room 109, New Britain, CT 06051	LOCATION: _____ BUILDING: _____	VEHICLE: _____ BOAT: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____	INTEREST END DATE: _____	
		LIEN AMOUNT: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____	
		E-MAIL ADDRESS: _____		

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
3/6/2015

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POLICY NUMBER SRPGP-101-0414/USP174288		EFFECTIVE DATE 03/01/2015 12:01 AM	NAMED INSURED(S) New England Mountain Bike Association	

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REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		LIEN AMOUNT:		PHONE (A/C, No, Ex):	FAX (A/C, No):
REASON FOR INTEREST:			E-MAIL ADDRESS:						
<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: Rhode Island Department of Environmental Management 235 Promenade St. Providence, RI 02908-5767	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		LIEN AMOUNT:		PHONE (A/C, No, Ex):	FAX (A/C, No):
REASON FOR INTEREST:			E-MAIL ADDRESS:						
<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: State of Rhode Island and Providence Plantations 82 Smith Street, State House Providence, RI 02903-1120	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		LIEN AMOUNT:		PHONE (A/C, No, Ex):	FAX (A/C, No):
REASON FOR INTEREST:			E-MAIL ADDRESS:						
<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: City of Hallowell 1 Winthrop Street Hallowell, ME 04347	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		LIEN AMOUNT:		PHONE (A/C, No, Ex):	FAX (A/C, No):
REASON FOR INTEREST:			E-MAIL ADDRESS:						
<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: Maine Bureau of Parks and Lands 22 State House Station 18 Elkins Lane Augusta, ME 04333-0022	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		LIEN AMOUNT:		PHONE (A/C, No, Ex):	FAX (A/C, No):
REASON FOR INTEREST:			E-MAIL ADDRESS:						

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
3/6/2015

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POLICY NUMBER SRPGP-101-0414/USP174288		EFFECTIVE DATE 03/01/2015 12:01 AM	NAMED INSURED(S) New England Mountain Bike Association	

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			REFERENCE / LOAN #:	INTEREST END DATE:					
			LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:			E-MAIL ADDRESS:						
<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: Town of Stratham 10 Bunker Hill Avenue Stratham, NH 03885	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	<b>INTEREST IN ITEM NUMBER</b> LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
			REFERENCE / LOAN #:	INTEREST END DATE:					
			LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:			E-MAIL ADDRESS:						
<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: Town of Exeter 10 Front Street Exeter, NH 03833	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	<b>INTEREST IN ITEM NUMBER</b> LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
			REFERENCE / LOAN #:	INTEREST END DATE:					
			LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:			E-MAIL ADDRESS:						
<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: Town of Durham 30 Town House Road Durham, CT 06422	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	<b>INTEREST IN ITEM NUMBER</b> LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
			REFERENCE / LOAN #:	INTEREST END DATE:					
			LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:			E-MAIL ADDRESS:						
<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: Berkshire East LLC 66 Thunder Mountain Road Charlemont, MA 01339	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	<b>INTEREST IN ITEM NUMBER</b> LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
			REFERENCE / LOAN #:	INTEREST END DATE:					
			LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:			E-MAIL ADDRESS:						

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
3/6/2015

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGP-101-0414/USP174288		EFFECTIVE DATE 03/01/2015 12:01 AM	NAMED INSURED(S) New England Mountain Bike Association	

## ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Zoar Outdoor Adventure Resort Main Street Charlemont, MA 01339							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
						ITEM CLASS:		ITEM:	
						ITEM DESCRIPTION			
REASON FOR INTEREST:				E-MAIL ADDRESS:					
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
						ITEM CLASS:		ITEM:	
						ITEM DESCRIPTION			
REASON FOR INTEREST:				E-MAIL ADDRESS:					
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
						ITEM CLASS:		ITEM:	
						ITEM DESCRIPTION			
REASON FOR INTEREST:				E-MAIL ADDRESS:					
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
						ITEM CLASS:		ITEM:	
						ITEM DESCRIPTION			
REASON FOR INTEREST:				E-MAIL ADDRESS:					
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
						ITEM CLASS:		ITEM:	
						ITEM DESCRIPTION			
REASON FOR INTEREST:				E-MAIL ADDRESS:					

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

**TOWN OF EXETER**  
**PLANNING DEPARTMENT MEMORANDUM**

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Date: November 12, 2015  
To: Exeter Board of Selectmen  
From: Kristen Murphy, Natural Resource Planner  
Subject: PREP Grant Project Update

**Healthy Lawns Clean Water Initiative Progress Report:**

As you are aware, we applied for and were awarded a grant to adopt fertilizer buffers for all surface waters. Since that time, our group, now named "*Healthy Lawns – Clean Water*" has been very active. We have met with experts in this field, learned effective strategies for public outreach, developed a logo and website content, initiated our first public connection at Household Hazardous Waste Day, and drafted the attached proposed zoning amendments. For expertise relative to the proposed amendments, this group included two representatives from the Planning Board (Gwen English and Kathy Corson), two representatives from the Exeter Conservation Commission (Ginny Raub and Pete Richardson), a representative from the Board of Selectmen (Don Clement & Dan Chartrand), Jeff Barnam the Great Bay Water Keeper and myself. We also received guidance from Barb McEvoy and Doug Eastman. Glen Greenwood provided assistance on procedures and applicability. Attached is the product of these efforts.

**Background for Proposed Zoning Amendment:**

In order to meet Federal Clean Water Act requirements, the Town of Exeter is under a mandate to reduce the amount of nitrogen runoff reaching our waterways. It has been shown that fertilizer runoff is a large contributing source to this nitrogen pollution problem. Prohibiting the use of fertilizer near rivers and streams will augment ongoing efforts and assist us in reducing nitrogen pollution.

Our existing zoning regulations for wetlands already address fertilizer. Article 9.1.8.E. prohibits the use of fertilizer within the Wetlands Conservation Overlay District. This means fertilizer cannot be used within our wetland buffers. As you know those buffers are defined as follows: Prime Wetlands - 100', Exemplary Wetlands - 50', Very Poorly Drained Wetlands - 50', Poorly Drained Wetlands - 40', Inland Streams (including intermittent) - 25' and Vernal Pools - 75'.

We do not however, have any prohibition on the use of fertilizer within our Shoreland Overlay Protection District. This essentially means that we have greater protection for inland isolated wetlands than we do for the waterways that provide a source for our drinking water for example. To further add to this protection, it was recommended that we also consider applying this prohibition to our Aquifer Protection District, protecting key aquifers from pollution.

The additions we propose are indicated in RED in the attached document. BLACK text depicts existing language but is provided for reference and context. The amendment was presented to the Planning Board on November 5<sup>th</sup> we have initiated incorporating recommendations to include a waiver process under extreme situations and our research focus group will be reaching out to landowners of large turf areas within the shoreland district.



### **2.2.30 add definition of Fertilizer (renumber remaining list)**

Fertilizer means any product containing one or more recognized plant nutrients which is designed for use in promoting plant growth such as nitrogen, phosphorus and potassium. Fertilizer as defined shall not include vegetable compost, lime, limestone, wood ashes, or any nitrogen-free horticultural medium (eg. vermiculite).

### **9.3.3 (no change proposed, incl for reference) District Boundaries: The Exeter Shoreland Protection District is defined to include the following:**

#### **A. Exeter River (fresh):**

1. The area of land within 300 feet horizontal distance of the seasonal high water level of the Exeter River and its major tributaries. Major tributaries of the Exeter River within the Town of Exeter are defined to be the following: water flowing north from Great Meadows, water flowing westerly from the Cove and from wetlands between Hampton and Hampton Falls Roads, Little River, Dudley Brook and Bloody Brook.
2. In addition, the area of land within 150 feet horizontal distance of the seasonal high water level of all perennial brooks and streams within the Exeter River Watershed and all other perennial brooks and streams.

#### **B. Fresh River (fresh):**

1. The area of land within 300 feet horizontal distance of the seasonal high water level of the Fresh River and its major tributaries.
2. In addition, the area of land within 150 feet horizontal distance of the season high water level of all perennial brooks and streams within the Fresh River Watershed.

#### **C. Squamscott River (salt):**

1. The area of land within 300 feet horizontal distance of the shoreline of the salt water Squamscott River, and the seasonal high water level of its fresh water major tributaries. Major tributaries of the Squamscott River

within the Town of Exeter are defined to be the following: Norris Brook to its confluence with Watson Brook, Wheelwright Creek, Parkman Brook, and Rocky Hill Brook, and Dearborn Brook and Water Works Pond, due to their importance to the public water supply.

2. In addition, the area of land within 150 feet horizontal distance of the mean high water level of all perennial brooks, streams and creeks within the Squamscott River watershed.
3. The area of land within 150 feet horizontal distance of the upland extent of any tidal marsh adjacent to the Squamscott River

#### 9.3.4 - Use Regulations

**F. Prohibited Uses:** The following uses shall not be permitted within the Exeter Shoreland Protection District:

12. The use of fertilizer as defined in 2.2.30.

## **9.2. AQUIFER PROTECTION DISTRICT ORDINANCE**

#### 9.2.3 - Use Regulations

**K. Prohibited Uses:** The following uses are prohibited in the Aquifer Protection Zone:

12. The use of fertilizer as defined in 2.2.30

**Bob Kelly** <kellyes@comcast.net>  
To: Russ Dean <rdean@exeternh.gov>

Thu, Nov 12, 2015 at 12:55 PM

The Water and Sewer Advisory Committee reviewed the most recent Financial reports of the utilities previously distributed by Laura. There was some concern about continued decreases in the Fund Balance in the Water Fund due to increased debt service and expenses over the past year or so and flat revenues. Based on the proposed budget for 2016, it did not seem this decline would arrest itself under the current rate structure. Several options were discussed including fully loading the rate to cover the 2016 budget and in anticipation of the GWTP debt service coming on line in the next year or so. The Committee thought this was too much at once and assessed that a smaller interim rate increase in the Water Fund would be appropriate now with a hard look at both the Water and Sewer funds by our rate consultant by mid 2016.

The committee unanimously voted (5 members out of 6 present, plus Anne Surman, BOS rep) to recommend a Water rate increase of 20% in all Tiers to the Board of Selectmen effective immediately or as practicable as possible. This amounts to a \$1.14 per 1000 gallon increase on the current \$5.72/1000 in Tier 1. They also recommended keeping the Sewer rates as is until the rate consultant weighs in on this.

I will be available to present this recommendation to the BOS at your earliest convenience.

Bob Kelly  
Chair, W/S Advisory Committee (WSAC)  
59 Columbus Avenue  
Exeter, NH 03833  
Mobile (603) 396-4108  
kellyes@comcast.net

**Bill calculation - Water Rate Proposed Increase**

<b>Current</b>	<b>Per</b>	<b>Q Usage</b>		<b>Quarterly Bill</b>
	5.72	1000	12000	68.64
<b>Proposed</b>				
	6.86	1000	12000	82.32
<b>Quarterly Differential</b>				<b>13.68</b>

Note: First billing tier goes to 29,999 gallons of usage  
Estimates based on quarterly usage of 12,000 gallons (typical SFH)

**Town of Exeter  
Forecast Summary Report - Water and Sewer Funds - DRAFT UNAUDITED  
For the Year 2015**

Water Fund	Actual										Forecast	
	1/31	2/28	3/31	4/30	5/31	6/30	7/31	8/31	9/30	10/31	11/30	12/31
Billed Revenue YTD	132,145	359,526	520,126	657,341	892,494	1,086,451	1,223,155	1,527,794	1,730,471	1,884,423	2,149,927	2,312,697
Other Revenue	7,581	10,387	17,575	20,061	28,248	53,531	97,438	102,504	113,295	113,295	113,295	113,294
Total Collected Revenue YTD	139,726	369,913	537,701	677,401	920,742	1,119,982	1,320,593	1,630,297	1,843,767	1,997,719	2,263,223	2,425,992
Expended/Encumbered YTD	185,374	474,955	720,212	828,750	975,420	1,582,985	1,745,757	2,124,811	2,380,011	2,517,162	2,654,313	2,791,462
Revenue Surplus/(Deficit)	(45,648)	(105,042)	(182,511)	(151,348)	(54,677)	(463,003)	(425,164)	(494,514)	(536,245)	(519,444)	(391,091)	(365,470)

Sewer Fund	Actual										Forecast	
	1/31	2/28	3/31	4/30	5/31	6/30	7/31	8/31	9/30	10/31	11/30	12/31
Billed Revenue YTD	110,636	307,708	492,359	607,321	809,934	983,029	1,112,459	1,355,952	1,547,846	1,674,281	1,892,702	2,060,354
Other Revenue	656	7,390	17,475	17,970	25,332	36,980	134,090	147,961	168,450	168,450	168,450	168,451
Total Collected Revenue YTD	111,292	315,097	509,833	625,291	835,266	1,020,008	1,246,549	1,503,913	1,716,296	1,842,731	2,061,152	2,228,805
Expended/Encumbered YTD	177,145	297,231	503,314	597,572	834,953	1,559,517	1,700,106	1,781,916	1,979,938	2,152,167	2,324,395	2,496,622
Revenue Surplus/(Deficit)	(65,853)	17,867	6,519	27,719	312	(539,508)	(453,557)	(278,003)	(263,642)	(309,435)	(263,243)	(267,817)

**Notes:**

Bills are sent monthly on last day of each month  
 Other revenue includes impact fees, final billing, abatements, refunds, etc  
 Encumbered funds represent a planned or obligated expenditure. Once the encumbered expenditure open item is placed in the ledger, the amount required to fund the item is set aside and is accounted for as an obligation.  
 Total YTD Collected revenue includes outstanding receivables of \$(302,232) for Water and \$(278,894) for Sewer

**Town of Exeter  
Unaudited Unassigned Fund Balance Report  
As of September 30, 2015**

**Draft**

**Water Fund**

**Amount**

Beginning Unassigned Fund Balance 1/1/15	<u>1,147,890</u>
Revenues	1,843,767
Expenses ( <u>does not include encumbrances</u> )	<u>(2,250,461)</u>
Net Income / (Loss)	<u>(406,694)</u>
Ending Unassigned Fund Balance 09/30/15	<u><u>741,196</u></u>

**Sewer Fund**

**Amount**

Beginning Unassigned Fund Balance 1/1/15	<u>1,491,515</u>
Revenues	1,716,297
Expenses ( <u>does not include encumbrances</u> )	<u>(1,892,072)</u>
Net Income / (Loss)	<u>(175,775)</u>
Ending Unassigned Fund Balance 09/30/15	<u><u>1,315,740</u></u>

**Notes :**

*Above balances have not been audited and do not represent balances per GAAP.*

*Above does not include outstanding receivables or deferred revenues*

## Exeter and Stratham Water Purchase Agreement Memorandum of Understanding

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

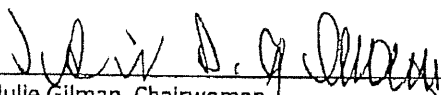
Therefore, the Town of Exeter agrees to provide and the Town of Stratham agrees to receive water from the Exeter system under the following general guidelines and parameters, which will be used to create an intermunicipal agreement:

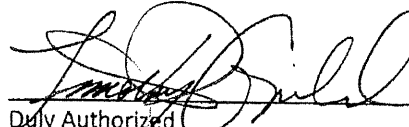
1. Up to 125,000 gallons per day (gpd) at a maximum flow rate of 1,500 gallons per minute (gpm) at 20 psi will be provided. The 125,000 gpd is to be determined using the average use over 365 days per year. Any flow quantity and rates above these thresholds shall be the responsibility of Stratham. No temporary usage beyond the 125,000 gpd shall be authorized without the consent of the Exeter Public Works Water Department. The Exeter Public Works Department may authorize a temporary increase in usage to Stratham, but not for a period of greater than 30 days, without the approval of the Board of Selectmen. If at any time the Town of Stratham desires to permanently increase usage beyond the 125,000 gpd of usage, the Town of Exeter will be petitioned by the Stratham Board of Selectmen in advance, and such increase shall require Exeter Board of Selectmen approval.
2. Stratham will pay a rate commensurate with either Exeter's Tier 2 or 3 large commercial or industrial user rate, based solely on actual usage. This rate will be the same as users of a similar size in Exeter will pay.
3. Stratham will pay an amount equal to 40% of the capital cost of the new Exeter Groundwater Facility and associated infrastructure to tie this facility into the main system. This percentage does not reflect the actual source of the water Stratham will receive from Exeter (Stratham may receive water from any current Town of Exeter water supply, at Exeter's discretion). Currently this cost is estimated to be approximately \$5.08 million net of state funding forgiveness of the total cost of approximately \$6.35M. Notwithstanding any of the foregoing, the amount of this Fee shall not be greater than \$2.0 million, and the amount due will be payable upon the start of construction of the Stratham water distribution facilities.
4. The Town of Exeter will provide a meter facility at the connection point with the proposed Stratham system. All facilities to the north of this facility will be the property and responsibility of the Town of Stratham or their assigns. All Exeter charges to Stratham will be based on this master meter. Stratham will pay Exeter service fees in the same manner Exeter customers pay service fees.

5. All facilities within the Stratham system, including but not limited to, piping, valves, backflow preventers, hydrants, etc., shall be designed in accordance with Exeter standards in effect at the time of such design.
6. Stratham shall be responsible for all design, construction, maintenance, and repair work on their water distribution system piping and facilities.
7. Stratham agrees to maintain compliance at all times with all ordinances, policies, and regulations of Exeter regarding water supply piping and facilities. In the event of non-compliance or default under an agreement, Exeter may terminate water use if Stratham fails to remedy the non-compliance within thirty (30) days of written notice. Prior to such a termination, Stratham shall have an opportunity for a hearing before the Exeter Board of Selectmen to show cause why service should or should not be terminated and to grant an extension of time to come into compliance. An extension of time shall not be unreasonably denied.
8. Notwithstanding the foregoing, Exeter shall have the right but not the obligation to assume the ownership, operation, and maintenance of the water system and facilities in Stratham, or any portion thereof upon mutual agreement by the parties.
9. The intent of this document is to provide a basis in principle for the parties to develop an intermunicipal agreement for such described water usage by September 1, 2015. The parties do hereby agree to such understandings based on their signatures shown below:

Town of Exeter

Town of Stratham

  
 Julie Gilman, Chairwoman  
 Exeter Selectboard

  
 Duly Authorized

5/18/15  
 Date

05-18-15  
 Date



DRAFT

**TOWN OF EXETER, NEW HAMPSHIRE AND  
TOWN OF STRATHAM, NEW HAMPSHIRE WATER PURCHASE AGREEMENT**

**DRAFT**

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**DRAFT**

This WATER PURCHASE AGREEMENT is entered into as of the Effective Date as defined herein, by and between the **Town of Stratham**, a New Hampshire municipal corporation ("STRATHAM"), with a mailing address of 10 Bunker Hill Avenue, Stratham, New Hampshire 03885, and the **Town of Exeter**, a New Hampshire municipal corporation ("EXETER"), with a mailing address of 10 Front Street, Exeter, New Hampshire 03833, for the sale of water by Exeter to Stratham as authorized under NH RSA 53-A.

### RECITALS

EXETER has an existing Waterworks systems;

STRATHAM desires to purchase from the EXETER certain volumes of water on a retail basis as defined by this Agreement;

EXETER and STRATHAM desire to enter into this Agreement to establish the conditions for the sale of water from EXETER to STRATHAM.

The Parties therefore agree as follows:

#### 1. **SHORT TITLE, PURPOSE, DEFINITIONS, INTERPRETATIONS, AND ADMINISTRATION**

1.01 **Short Title and Purpose.** This Agreement may be referred to as the "Stratham/Exeter Water Purchase Agreement." EXETER agrees to sell and STRATHAM agrees to purchase water under the terms and conditions as described herein.

1.02 **Definitions.** For all purposes of this Agreement, including any amendments, the terms shall have the meanings set forth below.

1.02.1 "Anniversary Date" means the yearly anniversary date of the Effective Date.

1.02.2 "Maximum Rate of Flow" means the flow described in section 2.01.3.1.

1.02.3 "Maximum Daily Flow" means the highest total volume of water measured in gallons or cubic feet at a metering station or stations over any twenty-four (24) hour period from 12:00 am to 11:59 pm.

1.02.4 "Stratham Service Area" means the properties currently within the zoning district boundaries of the Gateway Commercial Business District, Special Commercial District, Commercial/Light Industrial/Office District, Professional/Residential District, and Town Center District, as described in the attached Appendix A.

1.02.5 "Period" means any length of time.

1.02.6 "Person" means any individual, firm, company, association, society, corporation, partnership, limited liability company, political subdivision, fire district, town, or group.

1.02.7 "Waterworks" means facilities for collection, storage, supply, distribution, treatment, pumping, metering, or transmission of water.

1.02.8 "Effective Date" shall mean the latter of the dates on which both Towns have signed this Agreement, and the Agreement is duly approved by the NH Attorney General, and any other applicable State offices as required by RSA 53-A.

1.03 **Construction.** This Agreement, except where the context clearly indicates otherwise, shall be construed as follows:

1.03.1 Definitions include both singular and plural;

1.03.2 Pronouns include both singular and plural and include both genders.

1.04 **Meetings and Administration of Agreement.** A minimum of one meeting per year shall be held between each Town's Board of Selectmen in order to discuss the administration of the cooperative undertaking set forth in this Agreement. More meetings may be held as reasonably necessary and may be initiated by either Town. Each Town agrees that its Board of Selectmen will be reasonably accessible for any such meeting. In the administration of this Agreement, should a decision be required, both Towns must agree. The position of each Town shall be determined by a majority vote of the respective Town's Board of Selectmen.

## 2. TERMS OF SUPPLY

2.01 **Obligations of STRATHAM.** STRATHAM agrees to the following obligations and limitations made in return for EXETER's agreement to permit connection and supply of water into STRATHAM's Waterworks.

2.01.1 **Limitation of Rights.** Nothing in this Agreement is intended as a grant by EXETER of any exclusive right or privilege.

2.01.2 **Charges and Fees.** STRATHAM shall make timely payment of all charges described in this Agreement in accordance with Article 3.

2.01.3 **Quantity of Water.** STRATHAM shall utilize/limit its usage of EXETER's Waterworks to the following:

Maximum Daily Flow – 125,000 Gallons per Day as determined by the daily average over 365 days within a calendar year.

**EXETER shall have no responsibility to supply water in excess of these stated amounts with the exception of a fire flow during an emergency response.** For its part, STRATHAM agrees only to use the water purchased from the EXETER for its customers in the Stratham Service Area. If STRATHAM wishes to use water purchased from the EXETER for customers outside of the Stratham Service Area, STRATHAM shall seek the approval of the EXETER for such sales.

No temporary supply beyond 125,000 Gallons per Day shall be authorized without the consent of the EXETER Board of Selectmen. The EXETER Public Works Department may authorize a temporary increase in supply to STRATHAM, but not for a period of greater than thirty (30) days, without the approval of the EXETER Board of Selectmen.

**2.01.3.1 Maximum Rate of Flow.** In consideration of the rate per 1000 gallons charged to STRATHAM pursuant to Section 3.02.1, EXETER shall take reasonable measures to provide a maximum available flow rate to STRATHAM of up to 1500 gallons per minute at a minimum pressure of 20 psi. EXETER shall have no obligation to provide flow rates in excess of 1500 gallons per minute.

**2.01.4 Sale of Water.** STRATHAM may sell water purchased pursuant to this Agreement only for the benefit of Persons located within the Stratham Service Area unless otherwise authorized by EXETER.

**2.01.5 Control of System Leaks and Wasteful Use.** STRATHAM shall operate and maintain its Waterworks in accordance with customary engineering practices and with the guidelines set forth below.

**2.01.5.1** STRATHAM shall minimize any wasteful use of water within the STRATHAM Service Area.

**2.01.5.2** In any period in which STRATHAM receives water pursuant to this Agreement, STRATHAM shall impose the same voluntary or mandatory restrictions on water use by its customers (e.g. sprinkling bans) as EXETER shall impose on its customers within one week of such imposition by EXETER. The imposition and removal of any restrictions shall be within the sole and exclusive discretion of EXETER, but nothing in this Agreement shall prevent STRATHAM from imposing its own restrictions, which are more restrictive than those imposed by EXETER.

**2.01.6 Conformance of Law.** STRATHAM shall comply and shall ensure that its customers and any private water systems connected to the Stratham Service Area comply with all applicable laws of the United States and of the State of New Hampshire, including but not limited to all rules and regulations of the New Hampshire Department of Environmental Services, and ordinances and regulations of EXETER. If STRATHAM fails to comply with this Section 2.01.6 and after 30-day advance written notice from EXETER, EXETER may discontinue all services to STRATHAM until such time as STRATHAM demonstrates its compliance with this Section.

**2.01.7 Quality of Water.** EXETER shall supply water meeting the drinking water quality criteria established by applicable law and under the government permits issued to EXETER for operation of their treatment and distribution facilities by regulatory agencies having jurisdiction, and shall use their best efforts to maintain compliance with such laws and permits to ensure public health, welfare and safety.

**2.02 Obligations of EXETER.** EXETER agrees to the following obligations and limitations in return for the timely payment by STRATHAM of the charges specified in this Agreement.

**2.02.1 Metering Point.** EXETER shall supply water to STRATHAM via a meter station located in close proximity to the corporate boundary of EXETER and STRATHAM subject to the limitations contained herein. Additional metering points may be added by mutual agreement and subject to the provisions of this Agreement.

**2.02.2 Measurement of Flows.** The measurement of water delivered to STRATHAM shall be undertaken by EXETER through the metering point referenced in Section 2.02.1. Such flow measurements shall be made by one or more metering devices provided and installed by EXETER.

**2.02.3 Construction of Connection Facilities;** Meter vaults, buildings, and/or metering devices between EXETER's Waterworks and STRATHAM's Waterworks, including modifications or upgrades which may be necessary to effectuate this Agreement, (collectively called connection facilities) shall be designed by EXETER in compliance with its specifications and constructed by EXETER, and/or any subcontractors as EXETER shall choose to employ, such a decision to be made at EXETER's sole discretion. Cost of constructing the connection facilities shall be paid by EXETER. Should STRATHAM construct a booster pump station at the same location, STRATHAM will pay its proportional share of the cost of the connection facilities designed to accommodate the booster pump. It is understood that STRATHAM will pay for any other necessary connections from the EXETER Waterworks to the connection facilities.

**2.02.4 Ownership of Connection Facilities.** EXETER shall own, operate, and maintain the meter station, the piping within the meter building. All Metering facilities shall be maintained by EXETER. Any booster pump shall be owned, operated, and maintained by STRATHAM.

~~2.02.3 Construction of Connection.~~ Any and all connections between EXETER's Waterworks and STRATHAM's Waterworks, including modifications or upgrades which may be necessary to effectuate this Agreement, including but not limited to meter vaults and metering devices, shall be designed by EXETER in compliance with its specifications and constructed by EXETER, and/or any subcontractors as EXETER shall choose to employ, such a decision to be made at EXETER's sole discretion. The cost of all construction undertaken to construct, modify, or upgrade the connection of EXETER's Waterworks to the master meter at STRATHAM's Waterworks shall be paid by EXETER.

~~2.02.4 Ownership of Connection Facilities.~~ EXETER shall own, operate, and maintain the meter station, the piping within the meter building. All Metering facilities shall be maintained by EXETER.

**2.02.5 Maintenance of Metering Devices.**

2.02.5.1 Any and all metering devices installed pursuant to this Agreement shall be inspected and calibrated in the manner provided by regulations of the NHDES at EXETER's expense. A copy of any inspection and calibration reports shall be filed at EXETER's offices and shall be available for examination by STRATHAM at the offices of EXETER during normal business hours.

2.02.5.2 STRATHAM may request EXETER to test and certify as to the accuracy of any metering device at any time. If the metering device reads within specifications accepted by the NHPUC, the cost of such tests shall be borne by STRATHAM. If the average error over different test rates is greater than that allowed by the NHDES, the cost of the tests shall be paid by EXETER. Any adjustments will be made in accordance with NHDES regulations.

2.02.5.3 In the case of missing or inaccurate flow records, due to faulty metering device operation or other circumstances, an estimate of flow shall be made by EXETER based on past records for a comparable period and adjusted for known emergency flows, if any. The estimates shall be used by EXETER to calculate the payments due from STRATHAM. Such payments shall be subject to the provisions of Article 3 below.

**2.02.6 Record, Accounts, and Audits.** EXETER shall maintain records of all financial transactions with STRATHAM, and these records shall be available for inspection by STRATHAM at the office of EXETER Water Department during normal business hours. Said records shall be available for inspection by other parties only upon presentation to EXETER of a written authorization from STRATHAM and in accordance with applicable law. The financial statements of EXETER shall be available for inspection by STRATHAM within a reasonable time after it has been accepted by EXETER. Audits will be limited to the audited year as accepted by EXETER. The request to audit shall be made within one (1) year of the financial statements being accepted by EXETER. STRATHAM shall have the right to audit billing annually, by written notice to EXETER, and such audit shall be conducted at STRATHAM's sole expense by an independent Certified Public Accountant. Such audit shall be conducted at EXETER's office (or other place designated by EXETER) after reasonable written advance notice. The audit shall be commenced not more than thirty (30) days after STRATHAM's audit notice, and shall be completed within thirty (30) business days of when commenced subject to the reasonable cooperation of the EXETER. STRATHAM shall send EXETER a copy of the audit results within thirty (30) days of completion of the audit. If such an audit finds that EXETER has overcharged, EXETER shall reimburse STRATHAM with interest at the rate of seven percent (7%) per annum on such excess payment for the period in which EXETER had received such excess payment. If such an audit finds that EXETER has undercharged, STRATHAM shall reimburse EXETER with interest at the rate of seven percent (7%) per annum on such under payment for the relevant period. Further, if audit finds that EXETER has overcharged STRATHAM by five percent (5%) or more, EXETER will pay STRATHAM's audit expense for that audit. EXETER agrees to keep books and records of billings under this Agreement, consistently maintained in accordance with generally accepted accounting principles on a year to year basis.

**2.03 Responsibility for System Operation and Maintenance.** EXETER assumes no responsibility for operation and maintenance of Waterworks constructed and owned by STRATHAM to include communicating directly with STRATHAM's customers. EXETER's sole duty, hereunder shall be to supply

water to STRATHAM up to the maximum amounts specified in Section 2.01.3 at the locations specified in Section 2.02.1 subject to the terms and conditions contained herein. STRATHAM agrees to operate and maintain its system consistent with all applicable federal, state, and local regulations. Notwithstanding the foregoing, EXETER may assume the ownership, operation, and maintenance of the water system and facilities in Stratham, or any portion thereof upon mutual agreement by the parties.

#### 2.04 Limitation of Liability.

**2.04.1 Liability for Non-Negligent Acts.** If EXETER shall be unable to supply some or all of the water demanded by STRATHAM under this Agreement for any reason other than EXETER's own willful act or negligence, EXETER shall not be liable to STRATHAM for any damages arising out of such failure to supply water. STRATHAM hereby waives any rights it might have to any such damages.

**2.04.2 Liability for Accident.** Neither EXETER nor STRATHAM shall be liable in damages or otherwise for failure to perform any obligation under this Agreement, which failure is occasioned by or in consequence of any act of God, act of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, drought, fires, storms, floods, winter freeze, washouts, vandalism, arrests and restraints of rulers and peoples, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery or lines of pipe, failure or want of water supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of such party and which act, omission or circumstances such party is unable to prevent or overcome by the exercise of reasonable care.

**2.04.3 Liability Resulting from Negligence.** Neither STRATHAM nor EXETER shall be relieved of liability for loss resulting from its negligence, intentional actions, or its failure to use due diligence to attempt to remedy any interruption in the supply of water to STRATHAM under this agreement and to remove any such interruption in an adequate manner and with all reasonable dispatch. Notwithstanding any such interruption, STRATHAM will remain obligated to make payments of amounts then due with respect to water theretofore supplied.

**2.04.4 STRATHAM's Liability for future Capital Expenditures.** STRATHAM shall be responsible to compensate EXETER for its proportional share of capital expenditures made by EXETER not funded within the water rates structure to 1) ensure compliance with the requirements of the Safe Drinking Water Act as directly related to the STRATHAM Service Area 2) Repair, replace, upgrade water infrastructure within EXETER if the upgrades that are being made within EXETER are directly related to STRATHAM's request to purchase a specific volume and flow rate of water in addition to the amounts stated in Section 2.01. If upgrades are needed to be made to EXETER's water infrastructure for the sole purpose of meeting the purchase request of STRATHAM, EXETER shall give STRATHAM prior written notice of such a need. STRATHAM shall be responsible to compensate EXETER for the final cost, of STRATHAM's proportionate share of the EXETER capital improvement as mutually agreeable. STRATHAM's obligations under this Section are subject to receiving sufficient prior notice from EXETER to allow STRATHAM to seek necessary budgeting and approvals for any such appropriations. If



STRATHAM is unable to obtain necessary approvals, STRATHAM shall have the option to terminate this Agreement upon prior notice to EXETER.

**2.05 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY HAVE ANY RIGHT HEREUNDER AGAINST THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST REVENUES OR LOST PROFITS, EVEN IF THE OTHER PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

**2.06 Cooperation.** Each Town agrees at all times to act in good faith to carry out the intent and purpose of this Agreement and to endeavor in good faith to amicably resolve any disputes or disagreements that may arise hereunder.

**2.07 Notices.** All notices and other writings sent pursuant to this Agreement shall be addressed in writing to the Towns of:

EXETER at:

Town of Exeter  
Attention: Town Manager  
10 Front Street  
Exeter, NH 03833

and to STRATHAM at:

Town of Stratham  
Attention: Town Administrator  
10 Bunker Hill Avenue  
Stratham, NH 03885

or at such other address as is indicated by written notice to the other party. Such notices will be effective (a) on the delivery date if delivered personally to the party; (b) on the delivery date if delivered by a commercial overnight carrier with written verification of receipt; or (c) three (3) business days after the mailing date, whether or not received, if sent by US mail, return receipt requested.

**3. PAYMENTS, RATES, BILLING, AND TEMPORARY USE FOR SERVICES**

**3.01 Buy-in Fee.** STRATHAM shall pay EXETER a one-time buy-in fee of two-million dollars (\$2,000,000). This fee shall be payable upon the start of construction of the STRATHAM water distribution facilities.

**3.02 Basis for Payments.** STRATHAM shall pay EXETER for each gallon of water supplied to STRATHAM at the locations stated in Sections 2.02.1 hereof at the rate specified in Section 3.03. Payment shall be made in accordance with the provisions of Sections 3.04, 3.05 and 3.06 hereof. The volume of water

supplied to STRATHAM shall be determined by means of one or more metering devices which shall meet all the requirements of Federal and State law, and which shall be owned, installed and maintained by EXETER at one or more locations as mutually agreeable.

### 3.03 Rates.

**303.1 Rate Per 1,000 gallons.** The rate charged for water supplied to STRATHAM shall be an established retail rate presently, as of the Effective Date, \$5.91 per 1,000 gallons in Tier 2, and \$6.21 per one thousand gallons in Tier 3. This rate will be adjusted consistent with rate adjustments to the Town of EXETER water rate schedule, by the Exeter Board of Selectmen. Should the rates change, EXETER will give STRATHAM reasonable notice of the change in order for STRATHAM to communicate said change to its customers. During the term of this Agreement, EXETER agrees not to create a separate rate category, which consists primarily of STRATHAM as a water user.

**3.04 Temporary Use.** Should STRATHAM require water from EXETER in excess of the limits allocated in Section 2.01.3 and EXETER in its absolute discretion agrees to supply such water to STRATHAM then STRATHAM shall be provided such water at the current retail EXETER Tier 2 and 3 rates for the duration of time determined at the sole discretion of the EXETER. Nothing in this section, however, shall be construed as giving STRATHAM a right to any water in excess of the limits specified. EXETER shall have sole and exclusive discretion as to the determination of the availability of water in excess of the amount stated in Section 2.01.3 and the determination of the length of any prolonged temporary use.

**3.05 Billing Cycle.** EXETER shall bill STRATHAM on the same billing cycle basis it bills customers of the EXETER system. Payment on bills shall be due upon presentation and in accordance with EXETER's ordinances regulating same.

**3.06 Delinquent Bills.** Bills remaining unpaid for thirty (30) days or longer from the billing date shall be subject to one and one-half (1 1/2) percent interest per month on the unpaid balance from the original due date. If bills or payments to be made pursuant to this agreement remain unpaid for thirty (30) days or longer after the due date, EXETER may issue a notice to STRATHAM and to the NHDES of intent to discontinue service. If the bill remains unpaid for fifteen (15) days or longer after the date of the notice of intent to discontinue service described above, all supply of water by EXETER to STRATHAM shall cease, and said supply shall not be renewed until all outstanding bills are paid in full at the office of EXETER. In lieu of such discontinuance, EXETER may require STRATHAM to post a deposit and make payments more frequently than at quarterly intervals.

**3.07 Charge for Resumption of Service.** If EXETER ceases to supply water to STRATHAM pursuant to Section 2.01.6 or Section 3.06 above, EXETER may impose a charge for resumption of said supply of water that is equivalent to any resumption of service charge that EXETER would charge one of its own customers to resume their service.

**3.08 Expansion and/or Upgrading of EXETER.** In all cases, EXETER shall be the sole judge as to all improvements, additions or expansions to its Waterworks, provided that the undertaking of such

improvements, additions or expansions does not impair the ability of EXETER to provide water to STRATHAM pursuant to this Agreement.

#### 4. AMENDMENT, TERMINATION, INSURANCE, AND INDEMNIFICATION

4.01 **Amendment.** The provisions, terms, and conditions of this Agreement may be modified only by written amendments, executed with the same formality as this Agreement.

4.02 **Assignment.** No assignment by STRATHAM of its rights or duties under this Agreement shall be binding on EXETER, unless EXETER consents to such an assignment in writing. No assignment by EXETER of its rights or duties under this Agreement shall be binding on STRATHAM, unless STRATHAM consents to such an assignment in writing.

4.03 **Waiver.** Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party to exercise at some future time said rights or another right it may have hereunder.

4.04 **Term and Supersession.** The intent of the parties is for the total term of this agreement to be 30 years. This Agreement shall be filed with the Town Clerk of each Town and with the Secretary of State under RSA 53-A:4.

4.04.1 **Initial Term.** The initial term of this agreement shall commence on the date on which STRATHAM's Waterworks receives its first metered water flow and shall continue for a period of twenty (20) years thereafter ("Initial Term"). If commencement of construction under this agreement does not occur within thirty-six (36) months of the Effective Date of this agreement, then EXETER or STRATHAM may elect, after providing written notification to the other, to terminate this agreement. Notwithstanding the foregoing, STRATHAM is granted a 180-day extension of time to begin construction under this agreement, provided that STRATHAM has given EXETER written proof of STRATHAM's commencement of the permitting process and STRATHAM is actively in pursuit of said permitting process. In addition, should STRATHAM not obtain approval by the Stratham Town Meeting to fund the design and construction of the public water system after three attempts, this Agreement shall automatically terminate.

4.04.2 **Automatic Renewal.** Upon the expiration of the Initial Term, this agreement shall automatically renew for ten (10) additional years on the same terms and conditions set forth herein. Said Renewal Term shall become effective unless EXETER or STRATHAM shall give written notice to the other of no less than five (5) years prior to the expiration of the Initial Term of the intent to terminate or modify the terms and conditions set forth herein.

4.04.3 **Supersession and Additional Extension of Term.** At any time after the Initial Term and during the Renewal Term, EXETER or STRATHAM shall advise the other in writing if they wish to further extend the Term beyond the Renewal Term, setting forth its proposed extension term. EXETER or STRATHAM shall give written notice to the other of no less than five (5) years prior to the expiration of the Renewal Term of the intent to extend the Term and/or modify the terms and conditions set forth herein. Within thirty (30) days after the receipt of such notice, the parties shall meet to discuss such an

extension and any modifications to the terms and conditions of the agreement. Upon establishing the terms of any proposed extension term as set forth herein, this agreement shall be amended in writing and signed by both Parties setting forth those terms and incorporating all of the other terms and conditions of this agreement.

**4.05 Termination.** STRATHAM agrees to maintain compliance at all times with all ordinances, policies, and regulations of EXETER regarding water supply piping and facilities. In the event of non-compliance EXETER may terminate water use if STRATHAM fails to remedy the non-compliance within thirty (30) days of written notice. Prior to such a termination, STRATHAM shall have an opportunity for a hearing before the Exeter Board of Selectmen to show cause why service should or should not be terminated and to grant an extension of time to come into compliance. An extension of time shall not be unreasonably denied.

**4.06 Breach.** Either party may terminate this Agreement prior to the time specified in Section 4.04 if the other party has violated any of the covenants undertaken herein, or any of the duties imposed upon it by this Agreement; provided that the party seeking to terminate for such cause shall give the offending party one hundred twenty (120) days advance written notice, specifying the particulars of the violation claimed; and if at the end of such time the party so notified has not removed the cause of complaint, or remedied the purported violation, then the termination of this Agreement shall be deemed complete.

**4.07 Insurance.** Each Town shall maintain statutory Workers' Compensation Coverage as prescribed by New Hampshire law for their respective Employees, as well as any applicable employee benefit insurance. Each Town shall maintain the following Property-Liability insurance protection: (i) Replacement cost protection for property losses; (ii) General Liability and Automobile Liability protection with combined single limits of \$5,000,000, with no aggregate limits; (iii) Public Officials Liability(Wrongful Acts) Protection with combined single limits of \$5,000,000, with no aggregate limits. The Towns may select any insurance carrier or pooled risk management program established under RSA 5-B (the "Carrier") to provide their respective property-liability protection insurance coverage. In the event either Town intends to cancel any of the above insurance coverage through its then current carrier during the term of this Agreement, such Town shall notify the other Town and its Carrier at least forty-five (45) days prior to the end of any applicable term if they choose to non-renew.

**4.08 Indemnification.** Each Town hereby covenants and agrees to defend, indemnify and hold harmless the other Town and its officers, board members, employees, representatives, attorneys and agents from any and all claims, suits, actions, losses, damages, costs, including reasonable attorney fees, or injury to persons or property to the extent caused by the negligent acts, errors or omissions of the indemnifying Town or its officers, board members, employees, representatives, attorneys and agents.

## **5. MISCELLANEOUS PROVISIONS**

**5.01 Severability.** If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision or its application shall be affected, and this Agreement

shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

**5.02 Exercise of Judgment.** Where either party is directly or implicitly authorized to exercise its judgment under this Agreement, its judgment shall be valid unless clearly unreasonable.

**5.03 Status of Legal Representatives, Successors, and Assigns.** The benefits and burdens of this Agreement shall inure to and be binding upon the parties and their respective legal successors, legal representatives and permitted assigns.

**5.04 Third Parties.** EXETER assumes no responsibility for any facility not included in its Waterworks, and in the event that a facility of a third party shall be involved in the furnishing of service to, or the receipt of service from STRATHAM, STRATHAM shall look solely to such third party for any such services. STRATHAM assumes sole responsibility for compliance with this Agreement by all third party users or customers of its Waterworks. EXETER shall deal directly with STRATHAM which shall, in turn, make certain that all users and customers comply with this Agreement and with all applicable rules and regulations.

**5.05 Entire Agreement; Amendment.** This Agreement and any amendments attached hereto constitutes the entire agreement of the parties with respect to the subject matter covered in this Agreement and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter, all of which are merged in this Agreement. This Agreement may not be amended or modified except by a further written agreement signed by the parties hereto specifically referencing this Agreement.

**5.06 Assignment.** Neither Town may assign any of its rights, obligations, or duties hereunder without the prior written consent of the other party, with the exception of assignments by operation of law.

**5.07 Waiver.** No failure or delay on the part of any party to this Agreement in exercising any right or remedy under this Agreement shall operate as a waiver; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of any other right or remedy. No provision of this Agreement may be waived except in writing signed by the party granting such waiver.

**5.08 Counterparts.** This Agreement may be executed in two or more counterparts, each one of which shall constitute an original, but all of which together shall constitute one and the same document.

**5.09 Rights and Remedies.** The various rights and remedies of a party to this Agreement shall be construed as cumulative, and no one of them shall be exclusive of any other legal or equitable remedy that such party might otherwise have in the event of breach or default with respect to the terms of this Agreement (except to the extent a remedy in this Agreement is expressly made an exclusive remedy). The exercise of one right or remedy by a party or parties shall not impair its right to any other right or remedy.

**5.10 Relationship of Parties.** Neither party shall represent itself to be the agent, employee, partner, or joint venturer of the other party and may not obligate the other party or otherwise cause the other

party to be liable under and contract or otherwise. Each party shall be solely responsible for payment of its taxes and payment of its employees and independent contractors, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

5.11 **Governing Law.** This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to any applicable conflict of law.

Each party is signing this Agreement on the date stated opposite that party's signature.

TOWN OF STRATHAM

By: \_\_\_\_\_  
\_\_\_\_\_, Chair of  
Board of Selectmen  
Duly Authorized

\_\_\_\_\_ Date

TOWN OF EXETER

By: \_\_\_\_\_  
\_\_\_\_\_, Chair of  
Board of Selectmen  
Duly Authorized

\_\_\_\_\_ Date

DRAFT

**RSA 53-A APPROVALS**

This Agreement has been reviewed and approved by the Office of the Attorney General pursuant to RSA 53-A.

\_\_\_\_\_  
Date

\_\_\_\_\_  
NH Attorney General's Office

**CERTIFICATION OF FILING**

Copies of this Agreement were filed with the Exeter and Stratham Town Clerks on the dates indicated below.

\_\_\_\_\_  
Stratham Town Clerk - Date

\_\_\_\_\_  
Exeter Town Clerk -Date



**APPENDIX A:**  
**Stratham Service Area**  
 (August 2015)

**LEGEND**

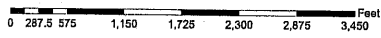
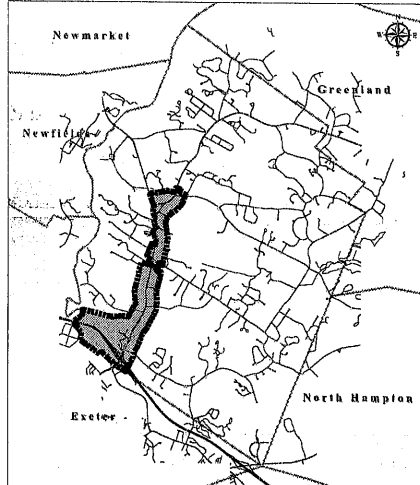
**Stratham Service Area**



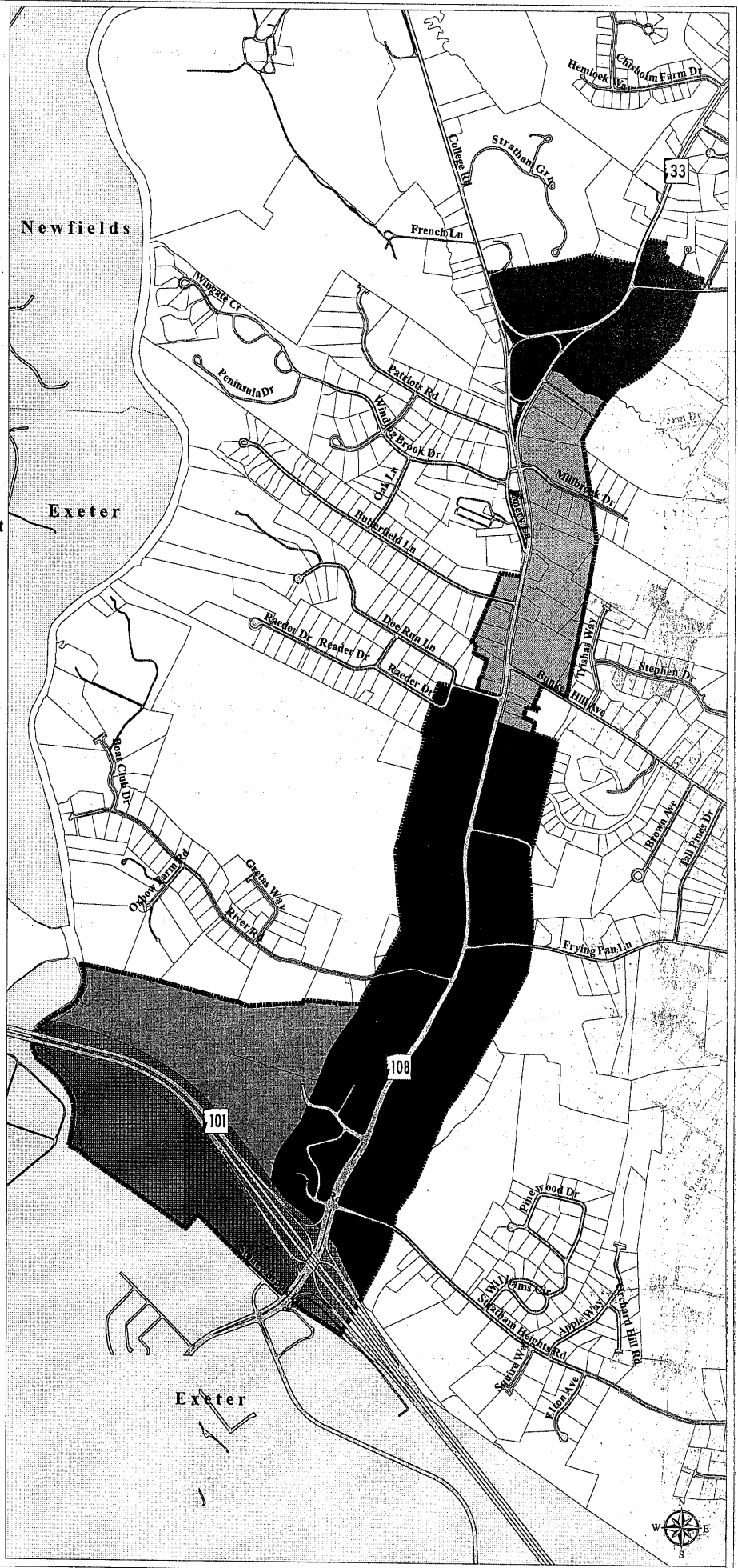
**Service Area Zoning Districts**

- Gateway Commercial Business District
- Special Commercial District
- Commercial/Light Ind./Office District
- Professional / Residential District
- Town Center District

**Area of Detail**



1 inch = 575 feet



**Notes:**  
 1. Service Area Map created by the Planning Department using data available from the Town of Stratham, Sewall Inc., GRANT, and Rockingham Planning Commission. Zoning Districts valid as of March 2013 Zoning Ballot Vote.  
 2. The Planning Department maintains a continuing program to identify and correct errors. The Department makes no claims as to the validity or reliability or to any implied uses of this representation.





# Remedial Action Plan

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**EXETER SPORTSMAN'S CLUB  
WATER WORKS POND ROAD  
EXETER, NEW HAMPSHIRE**

*Prepared for:*

Town of Exeter  
20 Court Street  
Exeter, New Hampshire 03833-1154

*Prepared by:*

AECOM Technical Services, Inc.  
1155 Elm Street, Suite 401  
Manchester, New Hampshire 03101

PN: 60441637  
October 2015

**TABLE 4  
ESTIMATED REMEDIAL ALTERNATIVE COSTS**

<b>Remedial Alternative 1 - In-Situ Stabilization of Soil Greater than 400 PPM</b>					
Task	Quantity	Units	Unit cost	Total Task	Cost Basis
Bench Scale Testing	1	L.S.	7,000	\$ 7,000	Past Experience
Pilot Scale Testing	1	L.S.	25,000	\$ 25,000	Past Experience
Mobilization	1	L.S.	10,000	\$ 10,000	Contractor's Estimate
Erosion Control	2800	L.F.	2.43	\$ 6,804	Past Experience
Brush Clearing	3.5	Acres	5,500	\$ 19,250	Contractor's Estimate
Soil Stabilization	3.5	Acres	40,000	\$ 140,000	Contractor's Estimate
Loam & Seed	3.5	Acres	19,200	\$ 67,200	Contractor's Estimate
Subtotal Construction Costs				\$ 275,254	
Permitting & Engineering	1	L.S.	27,525	\$ 27,525	10% of total
Construction Oversight	30	Days	1,000	\$ 30,000	
Confirmatory Sampling	1	LS	10,000	\$ 10,000	
<b>Total Estimate</b>				<b>\$ 342,779</b>	
<b>Remedial Alternative 2 - Excavation and Offsite Disposal of Soil Greater than 400 PPM</b>				High Range \$ 514,169	
				Low Range \$ 239,946	
Task	Quantity	Units	Unit cost	Total Task	Cost Basis
Mobilization	1	L.S.	10,000	\$ 10,000	Contractor's Estimate
Erosion Control	2800	L.F.	2.43	\$ 6,804	Past Experience
Tree Clearing	3.5	Acres	7,860	\$ 27,510	Contractor's Estimate
Stump Grinding	3.5	Acres	3,000	\$ 10,500	Contractor's Estimate
Soil Excavation	4550	Tons	25	\$ 113,750	Contractor's Estimate
Hazardous soils stabilization	2210	Tons	50	\$ 110,500	Contractor's Estimate
Soil Transportation - Non-Hazardous	4550	Tons*	25	\$ 113,750	Contractor's Estimate
Soil Disposal - Non-Hazardous	4550	Tons	67	\$ 304,850	Contractor's Estimate
Loam & Seed	3.5	Acres	19,200	\$ 67,200	Contractor's Estimate
Tree Plantings	250	Each	18	\$ 4,500	Contractor's Estimate
Subtotal Construction Costs				\$ 769,364	
Permitting & Engineering	1	L.S.	76,936	\$ 76,936	10% of total
Construction Oversight	60	Days	1,000	\$ 60,000	
Confirmatory Sampling	1	LS	10,000	\$ 10,000	
<b>Total Estimate</b>				<b>\$ 916,300</b>	
<b>Remedial Alternative 3 - Capping Soil Greater than 4,000 PPM</b>				High Range \$ 1,374,451	
				Low Range \$ 641,410	
Task	Quantity	Units	Unit cost	Total Task	Cost Basis
Tree Mortality Assessment	1	Each	20,000	\$ 20,000	
Mobilization	1	L.S.	10,000	\$ 10,000	Contractors Estimate
Erosion Control	2800	L.F.	2.43	\$ 6,804	Past Experience
Brush Clearing & Chipping	2	Acres	10,500	\$ 21,000	Contractors Estimate
Geotextile	150	S.Y.	1.63	\$ 245	Manufactures Estimate
Loam & Seed	1.6	Acres	19,200	\$ 30,720	Contractors Estimate
Land Survey	1	Each	5,000	\$ 5,000	Surveyors Estimate
Land Use Restriction	1	Each	10,000	\$ 10,000	Past Experience
Subtotal Construction Costs				\$ 103,769	
Permitting & Engineering	1	L.S.	10,377	\$ 10,377	10% of total
Construction Oversight	60	Days	1,000	\$ 60,000	
<b>Total Estimate</b>				<b>\$ 174,145</b>	
<b>Remedial Alternative 4 - Restricted Use of Soil Greater than 4,000 PPM</b>				High Range \$ 261,218	
				Low Range \$ 121,902	
Task	Quantity	Units	Unit cost	Total Task	Cost Basis
Fence Installation	2,200	L.F	30	\$ 66,396	Contractors Estimate
Land Survey	1	Each	5,000	\$ 5,000	Surveyors Quote
Land Use Restriction	1	Each	10,000	\$ 10,000	Past Experience
Subtotal Construction Costs				\$ 81,396	
Permitting & Engineering	1	L.S.	8,140	\$ 8,140	10% of total
Construction Oversight	14	Days	1,000	\$ 14,000	
<b>Total Estimate</b>				<b>\$ 103,536</b>	
				High Range \$ 155,303	
				Low Range \$ 72,475	

Cost range based on -30% to +50 %

\* Conversion from cubic yards to tons of soil is 1.3 tons/ cubic yard due to the organic nature of the soil being removed.

L.S. = Lump Sum, S.Y.=Square Yards, L.F.=Linear Feet



**THE EXETER SPORTSMAN'S CLUB, Inc.**

P.O. Box 1936  
111 Portsmouth Avenue  
Exeter, New Hampshire 03833  
(603) 772-7468  
[www.exetersportsmansclub.com](http://www.exetersportsmansclub.com)

Town of Exeter  
10 Front Street  
Exeter, NH 03833

November 4, 2015

Dear Madam Chairwoman,

Confirming our conversation during your visit to the Exeter Sportsman's Club, Inc. on October 8<sup>th</sup>, 2015 the berm project is now complete with the completion of the drain aprons as specified on the enclosed drawing (Project #E121445).

If you have any questions, comments or need any additional information on this project, please let us know. If not, please indicate your concurrence that this project is complete.

Best regards,

Timothy Copeland  
President  
Exeter Sportsman's Club, Inc.

**fosters.com**A Service of **seacoastonline.com**

By Jeff McMenemy

jmcmenemy@seacoastonline.com

November 05, 2015 12:05PM

Print Page

## Sea-3 reaches deal with Seacoast communities

CONCORD — Sea-3, Inc., along with the cities of Portsmouth and Dover and the state attorney general's office, reached a wide-ranging deal on the company's request for an exemption from a full-year review of its proposed expansion from the state Site Evaluation Committee.

Lawyers for all parties, including the Great Bay Stewards, formally announced the deal at an SEC hearing Thursday afternoon.

Alexander Speidel, presiding officer of the SEC, recessed Thursday's hearing until Friday at 1 p.m., so lawyers could rewrite the agreement so it's easier to understand and does a better job of defining who's responsible for each part of the agreement.

Sea-3 agreed to a series of fire and safety provisions under terms of the agreement, which also included a group of Portsmouth residents.

The parties who had opposed Sea-3's request for the exemption for the proposed expansion of its propane storage and distribution facility, agreed to drop their opposition and the city of Portsmouth agreed to drop its Superior Court appeal of the decision by the Newington Planning Board to approve the expansion in May 2014.

A hearing on the merits of Sea-3's request for an exemption was scheduled to start at 9 a.m. on Thursday before the committee. Instead, lawyers for all the parties, along with Newington Planning Board Chairman Denis Hebert, and fire chiefs from Portsmouth, Newington and Dover hammered out the deal.

All three chiefs stated during the afternoon hearing that the agreement addressed all concerns they had.

Terms of the agreement call for Sea-3 to create a "comprehensive fire safety analysis" of its entire facility, which will then be submitted to the town of Newington and the New Hampshire State Fire Marshal's Office for approval. The agreement also calls for "railcar training and tanker truck training in Portsmouth and Dover for all fire department shifts at Sea-3's expense."

Fire departments in towns along the entire Pan Am Railways line will be invited to the training, according to the agreement.

Much of the earlier concerns raised by the cities and some Portsmouth residents focused on the condition of Pan Am Railways tracks, which will carry a significantly increased load of propane carrying railcars.

Senior Assistant Attorney General Peter Roth asked for and received an order from the SEC earlier this summer to force Sea-3 to pay for an independent study about its proposed expansion. The report prepared by Sebago Technics Inc. states "a site inspection of the Portsmouth and Newington industrial tracks did not reveal any conditions which would render them out of compliance with the requirement for Class 1 track."

The deal also calls for Newington and Sea-3 to hold a mutual aid meeting to deal with potential emergencies on site, including a propane leak or fire, according to a copy of the tentative agreement.

Sea-3 also agreed to limit the amount of propane rail cars to the Newington facility to 16 per day, according to the agreement.

Newington will also draft an "area emergency response plan," which will deal with "appropriate evacuation procedures."

Sea-3 wants to build five additional rail unloading berths, three 90,000-gallon above-ground storage tanks, a condenser, condenser cooling unit, a dryer and heater, a mechanical building, refrigeration equipment and associated pipelines and accessory equipment, according to court documents filed by the company.

The expansion will allow it to receive and distribute domestically produced propane, which is dramatically cheaper than the propane it has historically received from overseas.

After Thursday's hearing, Rich DiPentima, one of the Portsmouth residents who had opposed Sea-3's expansion, called the deal "a victory in some part for everybody."

"We all got a little of what we wanted, not everything, but I think in the long run we've come away better off than we were when we started the process," he said inside a hearing room at the Public Utilities Commission.

Portsmouth Staff Attorney Jane Ferrini said there was "considerable effort by all parties" to "address those first response concerns and overall safety of the project in the region." She noted the agreement called for hands-on fire training for Portsmouth and Dover firefighters.

"I think that was critical, particularly live training with a railcar," Ferrini said after the hearing.



Liquefied petroleum gas railway cars parked at the Portsmouth Rail yard off Deer Street on Thursday. Sea-3 Inc., along with the cities of Portsmouth and Dover, have reached a tentative deal that will be presented to the state Site Evaluation Committee Thursday afternoon. Photo by Rich Beauchesne/Seacoastonline

Denis Hebert, chairman of the Newington Planning Board, noted after the hearing that the deal reached Thursday included many of the conditions his board attached to its approval of the expansion in May 2014.

"This is really for the good of the state as a whole," Hebert said, but he acknowledged that although everything seems to be working out fine, "it took too long."

Alec McEachern, attorney for Sea-3, said the key to reaching the deal was getting "the three fire chiefs in the room together."

"It was a great day for Sea-3 and it's a great day for everyone in New Hampshire who uses propane," McEachern said after the hearing.

If the exemption is granted Friday, Sea-3 will be able to move ahead with final engineering and design work on the project, McEachern said.

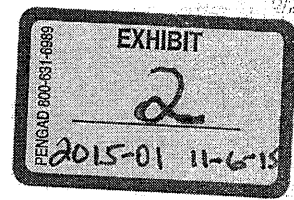
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THE STATE OF NEW HAMPSHIRE  
SITE EVALUATION COMMITTEE

\_\_\_\_\_  
IN RE: SEA-3, INC.  
Request for Exemption  
\_\_\_\_\_

Docket No.: 2015-01

Settlement Agreement

I. Introduction

This Agreement is entered into this 6<sup>th</sup> day of November, 2015, by and between the undersigned parties to this matter with the intent of resolving all of the issues in the above-captioned proceeding, so that Sea-3, Inc. may be granted its requested exemption by the Site Evaluation Committee (the "Committee") subject to the conditions set forth in section II.

II. Terms of Agreement

1. Sea-3, Inc. ("Sea-3") shall arrange for a Comprehensive Fire Safety Analysis, pursuant to National Fire Protection Association (NFPA) 58, for the entire Newington facility (existing plus planned upgrades) for submittal to and approval by the Town of Newington (the "Town") and shall provide a copy to the New Hampshire Fire Marshal ("NHFMO") for review and comment.
  
2. Sea-3 shall facilitate, at its expense, a virtual facility tour/presentation for all shifts at Portsmouth and Dover Fire Departments when crews are on duty (multiple shifts), in form and substance satisfactory to the Chiefs of the Portsmouth and Dover Fire Departments, with visuals/PowerPoint and facility maps, to include fire protection systems, access, and facility operations. This facility

presentation shall occur in 2016 and once every 5 years thereafter, or sooner if substantial facility changes are implemented or such is requested by the Portsmouth or Dover Chiefs.

3. Sea-3 shall provide rail car training and tanker truck training in Portsmouth and Dover for all Portsmouth and Dover Fire Department shifts (and for Seacoast Technical Assistance Response Team "START") at Sea 3's expense in form and substance satisfactory to the Chiefs of the Portsmouth and Dover Fire Departments. Sea-3's expenses shall be limited to the cost of providing the training and shall not extend to reimbursement of wages to the participating Departments. Fire Departments from all communities along the rail line from Rockingham Junction to the Sea-3 facility in Newington shall be invited to attend the trainings in either Portsmouth or Dover. The rail car training and tanker truck training shall occur in 2016 and once every 5 years thereafter.

4. The Newington Fire Department shall convene, and Sea-3 shall participate in, a Mutual Aid command district table top (e.g. a facilitator-led discussion centered on a simulated real world emergency) for the scenarios of: 1) a leak and/or fire on site, including but not limited to the dock area located on the property of Sprague, or another facility related scenario requested by the Chief of the Newington, Portsmouth, or Dover Fire Departments; and 2) a rail car fire just outside of the facility and still in Newington. The table top shall be facilitated by NH Homeland Security Emergency Management ("HSEM"). This exercise should include all emergency response partners such as Coast Guard, United State Environmental Protection Agency ("EPA")/NH Department of Environmental Services ("DES"), HSEM, State Police, and including the activation of the HSEM Emergency Operations Center ("EOC"). This process shall include the creation of an After-Action Report by HSEM, which includes, but is not limited to a gap analysis of the Seacoast Region's emergency response capabilities for LPG related incidents. Sea-3 shall pay for the table top and for

all out of pocket costs and expenses of the exercise, with participating agencies paying their own personnel costs. The table top shall occur within one year of completion of Sea-3's upgrade and at least once every 5 years thereafter, or more frequently if requested by the Chiefs of the Newington, Portsmouth, or Dover Fire Departments.

5. Sea-3 shall not receive more than 16 propane rail cars (no more than 33,000 gallons per car) to the facility per day consistent with the May 19, 2014 Newington Planning Board approval (letter of decision May 21, 2014). In the event Sea-3 wishes to increase the daily amount/volume of rail transported propane to the facility Sea-3 shall petition the Committee, with notice to the Cities of Portsmouth and Dover, the Town, and the Attorney General, and must obtain an order from the Committee approving such increase.

6. The NHFMO, Newington Fire Department, and Newington building inspector shall conduct a full facility inspection upon completion of the facility upgrade. Sea-3 shall promptly address any issues noted in such inspection in accordance with any orders or directives made by the NHFMO, the Newington Fire Department, or the Newington Building Inspector.

7. The Chief of the Newington Fire Department shall develop an Area Emergency Response Plan, including appropriate evacuation procedures to be determined by the Chief, and to be reviewed by the NHFMO, and to also include a plan regarding emergency notification systems to alert the surrounding communities of an emergency. Each surrounding community shall determine the need to activate their "reverse 911" or any other emergency notification system used by the community in an emergency. The Town shall seek a grant for this plan and Sea-3 shall provide any additional financial support not covered by the grant to ensure the completion of the plan in a timely manner.



8. Sea-3 shall provide the Chief of the Newington Fire Department a copy of its contingency plan and the Chief shall make it available to area fire departments upon request.

9. Upon entry of an order approving this Agreement and granting the exemption, Counsel for the Public and Interveners shall withdraw their Objections to Sea-3's Request for Exemption subject to the negotiated conditions and shall take no appeal from any decision of the Committee granting Sea-3's Request for Exemption with the negotiated conditions.

10. When the order approving this Agreement and granting Sea-3's exemption become final, the City of Portsmouth shall dismiss (voluntarily non-suit with prejudice) its appeal docketed in the Rockingham County Superior Court as 218-2014-CV-654 (City of Portsmouth v. Newington Planning Board, et. al.).


11. Sea-3's failure to comply with its obligations, commitments, and undertakings pursuant to this Agreement, or any condition that may be imposed by the Committee, shall constitute a default, provided, however, that the non-occurrence of any event required under this Agreement that is outside of Sea-3's control shall not constitute a default. By way of explanation, but not limitation, events that are the responsibility of the municipalities or other agencies under this Agreement, including but not limited to their participation in trainings, are outside of Sea-3's control. In the event of a default by Sea-3, any party hereto may notify the Committee of such default, and the Committee shall open a docket and may revoke the exemption or take such other action within its discretion to address the default. Nothing herein is intended, nor shall it be deemed, to alter or settle

Sea-3's obligation to pay the fees of Sebago Technics pursuant to the Committee's order dated August 10, 2015.


III. Conclusion

In witness whereof on the date set forth above, the parties, by and through their duly authorized representatives and/or legal counsel, have caused this Agreement to be duly executed in their respective names and/or by their fully authorized agents.


SEA-3, Inc.

  
\_\_\_\_\_  
Paul N. Bogan  
Its Duly Authorized Vice President


Town of Newington

  
\_\_\_\_\_  
John J. Ratigan, Esq.

Counsel for the Public

  
\_\_\_\_\_  
Peter C.L. Roth, Esq.

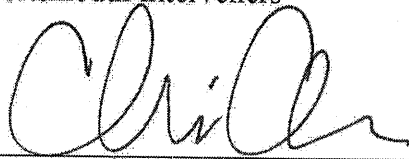
City of Portsmouth

  
\_\_\_\_\_  
Jane M. Ferrini, Esq.


City of Dover

  
\_\_\_\_\_  
Anthony I. Blenkinsop, Esq.

Portsmouth Interveners

  
\_\_\_\_\_  
Christopher Cole, Esq.

Great Bay Stewards

  
\_\_\_\_\_  
Fred C. Mason (non-attorney representative)

*New Hampshire*  
**Site Evaluation Committee**

---

**Committee Membership**

Chairman, Public Utilities Commission

Martin Honigberg, Chairman

21 South Fruit Street, Suite 10

Concord, NH 03301

[Martin.honigberg@puc.nh.gov](mailto:Martin.honigberg@puc.nh.gov)

Tel: (603) 271-2442 / Fax (603) 271-4033

Commissioner, Department of Environmental Services

Thomas S. Burack, Vice Chairman

29 Hazen Drive, PO Box 95

Concord, NH 03302-0095

[Thomas.burack@des.nh.gov](mailto:Thomas.burack@des.nh.gov)

Tel. (603) 271-3503 / Fax (603) 271-2867

Commissioner, Department of Resources & Economic Development

Jeffrey Rose

172 Pembroke Road, PO Box 1856

Concord, NH 03302-1856

[Jeffrey.rose@dred.state.nh.us](mailto:Jeffrey.rose@dred.state.nh.us)

Tel. (603) 271-2411 / Fax (603) 271-2829

Commissioner, Public Utilities Commission

Robert Scott

21 South Fruit Street, Suite 10

Concord, NH 03301

[Robert.scott@puc.nh.gov](mailto:Robert.scott@puc.nh.gov)

Tel. (603) 271-2431 / Fax (603) 271-4033

Commissioner, Public Utilities Commission

Kathryn M. Bailey

21 South Fruit Street, Suite 10

Concord, NH 03301

[Kate.Bailey@puc.nh.gov](mailto:Kate.Bailey@puc.nh.gov)

Tel: (603) 271-2444 / Fax (603) 271-4033

Director, Department of Cultural Resources, Division of Historical Resources

Elizabeth Muzzey, Designee

19 Pillsbury Street, 2nd Floor

Concord, NH 03301-3570

[Elizabeth.Muzzey@dcr.nh.gov](mailto:Elizabeth.Muzzey@dcr.nh.gov)

Tel. (603) 271-8850 / Fax (603) 271-3433

Commissioner, Department of Transportation

Victoria Sheehan

7 Hazen Drive, PO Box 483

Concord, NH 03302-0483

[vsheehan@dot.state.nh.us](mailto:vsheehan@dot.state.nh.us)

Tel. (603) 271-1486 / Fax (603) 271-3914

Public Member

Patty Weathersby

Weathersby Law PLLC

PO Box 685

Rye, NH 03870

[weathersbylawpllc@gmail.com](mailto:weathersbylawpllc@gmail.com)

Tel. (603) 957-1430

Term: December 3, 2014 - December 3, 2018

Public Member

Roger Hawk  
Hawk Planning Resources, LLC  
9 Liberty Street  
Concord, NH 03301-2928  
[rhawk@hawkplanning.com](mailto:rhawk@hawkplanning.com)  
Tel. (603) 545-1698

Term: December 3, 2014 - December 3, 2016

Alternate Public Member

Rachel E.D. Whitaker  
26 Holt Road  
Dummer, NH 03588  
[rwhitaker@ccsnh.edu](mailto:rwhitaker@ccsnh.edu)  
Tel. (603) 915-0405

Term: December 23, 2014 - December 23, 2018

Assistant Attorney General, Department of Justice

Brian Buonamano, Counsel  
33 Capitol Street  
Concord, NH 03301  
[brian.buonamano@doj.nh.gov](mailto:brian.buonamano@doj.nh.gov)  
Tel. (603) 271-3679 / Fax (603) 271-2110

New Hampshire Site Evaluation Committee

21 South Fruit Street | Suite 10 | Concord, NH 03301  
(603) 271-2435 | TDD Access: Relay NH 1-800-735-2964 | Hours: M-F, 8am-4:30pm

October 19, 2015

Martin Honigberg, Chairman  
Thomas Burack  
Roger Hawk  
New Hampshire Site Evaluation Committee  
21 South Fruit Street  
Concord, NH 03301

**Re: SEA-3, Inc., SEC Docket No. 2015-01**

Dear Chairman Honigberg:

We support SEA-3, Inc.'s request for an exemption from full review by the NH Site Evaluation Committee of SEA-3's proposed expansion of its propane storage and distribution facility. The SEA-3 site has been a long-standing industrial use in the Town of Newington, having supplied local New Hampshire communities with propane for 40 years from its facility. The residents of our Town will benefit from having an abundant, stable, local supply of propane; an additional layer of contested review before the Site Evaluation Committee will only delay expanding and stabilizing the price and supply of propane in New Hampshire. Under such circumstances, we believe that the extensive site plan review conducted by the Newington Planning Board of the SEA-3 site plan application should be deferred to by the Site Evaluation Committee. This is a modest expansion of an existing propane distribution and storage facility, a facility that has an exemplary safety record.

Thank you for your consideration.

Very truly yours,

# Study sees savings for consumers

Facility could receive domestically produced propane

By Jeff McMenemy  
jmcmenemy@seacoastonline.com

NEWINGTON – A study by a Pennsylvania professor concludes that New Hampshire consumers would save about \$1,000 a year if Sea-3 Inc.'s proposed expansion is allowed to go through.

The proposed expansion at Sea-3 would allow the Newington propane storage

and distribution facility to receive and store domestically produced propane at a time when prices are predicted to drop, according to John Urbanchuk, assistant professor and chairman of the Agribusiness Department at Delaware Valley University and managing partner and principal of Agriculture and Biofuels Consulting.

"Our analysis indicates that over the past three years the 74,929 households

in New Hampshire that used propane would have saved almost \$1,000 a year had the Sea-3 upgrade been in place," Urbanchuk stated in the study commissioned by Sea-3. "That's \$73 million a year in saving statewide. Similar savings can be expected in future years."

Paul Bogan, the vice president of operations for Sea-3, said in a statement that their proposed expansion would allow Sea-3 to receive cheaper domestically produced propane at its Newington facility, rather than having to import propane shipped in from overseas.

"Sea-3 could stockpile more than 23 million gallons year-round of lower price domestic propane transported by rail from nearby Northeastern states," Bogan said.

Sea-3 wants to build five additional rail unloading berths, three 90,000-gallon above-ground storage tanks, a condenser, condenser cooling unit, a dryer and heater, a mechanical building, refrigeration equipment and associated pipelines and accessory equipment, according to court documents filed by the company.

The state Site Evaluation Committee is scheduled to hold a hearing on Sea-3's request for an exemption from what could be a year-long review of their project on Nov. 5-6 at the Public



The proposed expansion at Sea-3 would allow the Newington propane storage and distribution facility to receive and store domestically produced propane at a time when prices are predicted to drop, according to John Urbanchuk, assistant professor and chairman of the Agribusiness Department at Delaware Valley University and managing partner and principal of Agriculture and Biofuels Consulting.

FILE PHOTO

Utilities Commission Hearing Room in Concord.

Senior Assistant Attorney General Peter Roth asked for and received an order from the committee this summer to force Sea-3 to pay for an independent safety study about their proposed expansion.

The study showed that both the plant and the railroad tracks leading into it meet "all applicable safety standards."

The report prepared by Sebago Technics Inc. states that "a site inspection of the Portsmouth and Newington industrial tracks did not reveal any conditions which would render them out of compliance with the requirement for Class I track."

In fact, the study notes, "there was evidence of recent significant track

facilities improvements."

Much of the concerns raised by the city of Portsmouth and group of Portsmouth residents has been focused on the condition of the tracks owned by Pan Am Railways.

The report also states that Pan Am has conducted bridge inspections – including an underwater inspection – and "no structural deficiencies were noted."

The company also reviewed train records from 1999 to 2014 which showed that "there had not been a reportable train accident" on Pan Am lines running to Sea-3 "in the last 15 years."

Urbanchuk in the study being released Monday, states that Sea-3 owns the only facility in New Hampshire with refrigerated storage capacity for propane.

The study states that Sea-3's expansion could allow them to take advantage of a dramatic increase in domestically produced propane, which increased by 68 percent over the past five years.

And typically, Urbanchuk states in the study, New England propane customers have paid consistently higher prices for their propane than anywhere else in the country.

"If our exemption request is approved, Sea-3 will be able to provide New England with a dependable supply of low-cost U.S. produced propane by the winter of 2017 when homeowners can start saving almost \$1,000 per year to heat their homes every winter," Bogan said.

# List for Selectmen's meeting November 16, 2015

## Abatements

<b>Map/Lot</b>	<b>Location</b>	<b>Refund</b>
24/1	54 Newfields Road	500.00



# 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](mailto:sriffle@exeternh.gov)

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

Signboard Requested:  Poster Board Week: \_\_\_\_\_  Plywood Board Week: Nov 20-Dec. 3, 2016

### Representative Information:

Name: Bonnie Galinski or Jan Russell Address: c/o EACC, PO Box 278

Town/State/Zip: Exeter, New Hampshire Phone: 602-772-2411

Email: bangoluf@comcast.net Date of Application: November 1, 2015

### Organization Information:

Name: The Festival of Trees Address: c/o EACC, PO Box 278

Town/State/Zip: Exeter, New Hampshire 03833 Phone: 603-772-2411

### Reservation Information:

Type of Event/Meeting: Festival of Trees event Date: December 1, 2106

Times of Event: 11:00a.m.- 9:00p.m. Times needed for set-up/clean-up: Nov. 28-Dec. 2, 2016

# of tables: 6-8 # of chairs: @10 Will food/beverages be served? cookies in small room

List Town equipment you request to use: \_\_\_\_\_

Comments: \_\_\_\_\_

### Requirements:

**Cleaning Deposit:** A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

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

**Rental Fee:** For Town Hall use there is a fee of \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

**Keys:** Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

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

Applicant signature: Jana Russell Date: 11/1/15

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



**Denise Raisanen  
Exeter Area GFWC  
8 Washington Street  
Exeter, NH 03833**

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

November 2, 2015

Dear Selectmen,

The Exeter Area GFWC (General Federation of Women's Clubs) is requesting approval by the Board of Selectmen for the placement of lawn signs in and around Exeter to advertise our Yuletide Fair, to be held Saturday, November 21, 2015 at the Cooperative Middle School. This will be the 38th year that our organization has held this event as a primary fundraiser for our club. This event raises between \$12,000 and \$15,000 which is used to provide scholarships to local graduating seniors and to help worthy causes, locally, nationally, and internationally.

We would like to request the use of small lawn signs, measuring 21" x 18" that would be placed along the roadsides in the Exeter area. These would be installed out one week prior to the event and would be removed by Monday, November 23th.

We would also like to use a 6 foot long banner at the entrance of Guinea Road, off of Hampton Road, in order to direct traffic to the school. This sign would also be installed the week prior to our event and removed by Monday, November 23th.

Thank you in advance for considering our request. You may contact me at 770-0667 with any questions or further information.

Sincerely,



Denise Raisanen  
Publicity Chairman EAGFWC Yuletide Fair

*Town Manager's Office*

NOV -9 2015

*Received*

## Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: November 13<sup>th</sup>, 2015

### Updates

- The Transfer Station is now operating on winter hours through December 15<sup>th</sup>. Tuesday 9-2:30 p.m., Thursday 1-4, Saturdays 8-2:30 p.m. and Sundays Noon to 4.
- Leaf pickup is the week of November 16<sup>th</sup>.
- Town Offices were closed in honor of Veterans Day November 11<sup>th</sup>.
- Second half property tax payments are due December 3<sup>rd</sup>.
- September cash reconciliation was finalized November 12<sup>th</sup>.
- Planning staff meetings. Staff meetings continued on November 6<sup>th</sup> and 13<sup>th</sup> to review various process issues.
- Building permit fees are closing in on \$400,000 for the year.
- Processed a right to know request regarding the Sportsmens Club from resident Lynda Beck.
- Attended an Economic Development Commission meeting on November 10<sup>th</sup>.
- The Town Planner position was advertised and we are accepting resumes through November 20<sup>th</sup>.
- Met and fielded property owner questions related to upcoming tax deeding.
- Assessing is in the process of reviewing tax exempt properties regarding tax exempt status.
- The final Great Dam MOA is being distributed for signatures.
- Budget Recommendations Committee meetings were held November 4<sup>th</sup> and November 12<sup>th</sup>.
- Met with ED Director to discuss the EDSP outline.
- Parks/Recreation RFQ is due the end of November.
- George St. Amour contacted the town office expressing his pleasure at the paving job on Arbor Street.

### Capital Project Updates

- Lincoln/Winter Street water/sewer lines – Work has ceased on Lincoln Street for the winter – reports from the school principal were positive.
- Kingston Road Shoulder Widening – Consultant interviews were conducted the week of October 28<sup>th</sup>.
- Linden Street Bridge – Bridge was reopened with project complete on November 13<sup>th</sup>.
- Great Dam – MOA has been finalized.
- Groundwater Treatment Plant – Stadium Well anticipate substantial completion by December 2015. Town is resolving an issue with Fairpoint regarding putting fiber lines down to the Groundwater Plant. This required going back into Town records as far back as the 1890s.
- Wastewater Treatment Facility – Value engineering process will start the week of December 7<sup>th</sup>.

### Other

1. Receive and Review Monthly Department Reports
2. New Hire(s) – None
3. Promotions – None
4. Retirements/Resignations – Joshua Stevens, Transfer Station PT

### Upcoming Calendar

1. Budcom Meeting – November 18<sup>th</sup>
2. BOS Work Session – November 17<sup>th</sup>
3. BOS Regular Meeting – November 30<sup>th</sup>



NOV -9 2015

Received

October 30, 2015

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

Dear Chairman and Members of the Board,

Comcast is pleased to announce that it will continue to provide high-speed Internet service to **Town of Exeter** schools, and your local library, free of charge again this year, continuing the company's long standing commitment to the communities we serve.

Comcast has offered free high-speed Internet service to schools, libraries and Boys & Girls Clubs across the region since our arrival in Massachusetts 2003. Comcast also uses an advanced fiber-rich network to deliver free cable television service to schools and other public buildings in **Exeter**. The company's high-speed internet contribution in **Exeter** alone has an annual value of more than **\$3200.00**.

Additionally, Comcast recently launched Internet Essentials in 2011, a program which provides families with children who are eligible to receive free and reduced lunches under the National School Lunch Program (NSLP) with low-cost Internet service, affordable computers and digital literacy training. The goal of Internet Essentials is to help close the digital divide and ensure more Americans benefit from all the Internet has to offer. The national program addresses what research has identified as the three primary barriers to high-speed internet adoption – 1) a lack of understanding of how the Internet is relevant and useful; 2) the cost of a home computer; and 3) the cost of Internet service. The launch of this program has been a collaborative effort with schools, community leadership and community based organizations throughout the country. To learn more, please visit <http://www.partner.internetessentials.com>

Comcast is focused on delivering the best in innovation, information and entertainment to our customers in **Exeter** and across the region. We are committed to using our resources to make meaningful investments in communities where our customers and employees live and work. Comcast is pleased to help make a difference in schools and libraries by providing fast and reliable video and high-speed Internet connections. As always, it has been a pleasure working with your community and we look forward to continuing our support of **Exeter** for years to come.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tim Murnane".

Timothy G. Murnane  
Vice President, External Affairs  
Comcast – Greater Boston Region



October 31, 2015

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

**Re: Installation Rates**

Dear Chairman and Members of the Board:

In keeping with our ongoing efforts to provide updates regarding our services, I am writing to inform you of some upcoming changes to our installation rates. On January 1, 2016, due to changes in business costs, the following installation rates will change:

Activate Pre-Existing Additional Outlet (After Initial Installation of Service) from \$22.95 to \$24.60,  
Relocate Additional Outlet (After Initial Installation of Service) from \$30.30 to \$32.65  
Connect DVR/DVD (Initial Installation of Service) from \$7.75 to \$8.20  
Connect DVR/DVD (After Initial Installation of Service) from \$19.00 to \$19.60  
Upgrade of Service from \$28.45 to \$29.45  
Upgrade DVR Service from \$28.45 to \$29.45  
Downgrade of Service from \$12.40 to \$12.45  
In-Home Service Visit (XFINITY TV) from \$37.05 to \$37.15  
Field Collection Charge from \$25.00 to \$30.00

Please be advised Customers are receiving notification, in advance via bill message, of these changes.

Should you have any questions, please do not hesitate to contact me at 603.334.3603.

Sincerely,

*Jay Somers*

Jay Somers, Sr. Manager  
Government & Regulatory Affairs

\*Prices listed above exclude applicable taxes and fees.



October 30, 2015

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

**Re: Channel Changes**

Dear Chairman and Members of the Board:

As part of our ongoing commitment to keep you informed about any changes to XFINITY TV services in your community, we want to let you know that on January 14, 2016 the following channel changes will occur:

- CMT ch 282/HD ch 864 will move from Digital Preferred to Sports Entertainment Package and will no longer be available with Digital Basic.
- POP ch 182 will move from Expanded Basic to Digital Preferred and will no longer be available with Digital Economy.
- Spike TV ch 55/HD ch 855 will move from Expanded Basic to Digital Preferred and will no longer be available on Xfinity TV 300 Latino and Xfinity TV 450 Latino.

Customers will be notified of these channel changes in advance through a bill message on their monthly bill statement.

If you have any questions about these changes, please feel free to contact me at 603.334.3603.

Sincerely,

*Jay Somers*

Jay Somers, Sr. Manager  
Government & Regulatory Affairs



## NOTICE OF ANNUAL MEETING NEW HAMPSHIRE MUNICIPAL ASSOCIATION

**TO:** NHMA Member Local Officials

**FROM:** Judy A. Silva, NHMA Executive Director

**DATE:** November 2, 2015

The NHMA Annual Meeting will be held in conjunction with the New Hampshire Municipal Association Annual Conference on **Thursday, November 19, 2015, at 3:15 p.m., at the Radisson Hotel/Center of New Hampshire in Manchester.** You do not need to register for the NHMA Annual Conference in order to attend this meeting (but we certainly hope you will, of course—there are some great sessions on the conference schedule).

At the Annual Meeting, each member municipality will have an opportunity to vote for new and returning members of the NHMA Board of Directors. In addition, we will preview the 2016 legislative session and discuss the 2017-18 legislative policy process and NHMA's upcoming 75<sup>th</sup> anniversary.

Each member municipality has one vote at the Annual Meeting. Voting delegates need not be determined ahead of time, but should more than one person from a municipality attend the meeting, the voting card will be issued in the following priority determined by the NHMA Directory:

Mayor/Chair of Board of Selectmen/Council Chair

**OR**

Mayor Pro Tem/Vice or Assistant Mayor/Council Vice Chair

**OR**

Selectman/Alderman/Councilor

**OR**

City or Town Manager/Administrative Assistant.

**Please see the reverse side** for the meeting agenda and the slate of candidates for the board of directors.

Please contact NHMA Staff at [NHMAinfo@nhmunicipal.org](mailto:NHMAinfo@nhmunicipal.org) or 1-800-852-3358 (extension 3408) if you have any questions.

(OVER)

FRANK C. GUINTA  
MEMBER OF CONGRESS  
1ST DISTRICT, NEW HAMPSHIRE

326 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-5456

33 LOWELL STREET  
MANCHESTER, NH 03101  
(603) 641-9536

COMMITTEE  
FINANCIAL SERVICES

SUBCOMMITTEE ON  
FINANCIAL INSTITUTIONS AND  
CONSUMER CREDIT

SUBCOMMITTEE ON  
MONETARY POLICY AND TRADE

**Congress of the United States**  
**House of Representatives**  
**Washington, DC 20515-2901**

October 28, 2015

Russell Dean  
Exeter Town Manager  
10 Front Street  
Exeter, NH 03833-2754

Dear Town Manager Dean,

After hearing from municipalities, labor groups, and businesses large and small, I introduced legislation to fully repeal the excise tax, commonly referred to as the "Cadillac Tax," on health care benefits contained in the Affordable Care Act.

On October 23rd, 2015, the House of Representatives passed legislation that included my language repealing this onerous provision.

As both public and private employers cope with this 40 percent tax on the health benefits they offer employees, millions of Americans across the country are at risk of losing access to their health insurance and paying more in taxes.

The passage of this legislation is a great victory, and it was made possible by New Hampshire municipalities bringing it to my attention. I appreciate you taking the time to discuss the "Cadillac Tax" with me over the past few months, and I look forward to working with you on matters that impact your municipality in the future.

Please continue to stay in touch with me and my office with any questions, comments or concerns you may have.

Sincerely,



Frank Guinta  
Member of Congress

Initials/az




*You are Cordially Invited ...*

## RPC LEGISLATIVE FORUM

***Coastal Flooding & Climate Change: Risk and Response***

Wednesday, November 18, 2015  
6:00 - 9:30 P.M.  
Unitil Headquarters, 6 Liberty Lane West, Hampton

ROCKINGHAM  
  
PLANNING  
COMMISSION

**Dear Legislators, Local Officials & Commissioners,**

Please join us for the Rockingham Planning Commission's Annual Legislative Forum. We sponsor this forum each year to provide an opportunity for municipal officials, RPC Commissioners and interested parties to meet informally with our Legislative delegation to discuss issues important to our communities.

This year's Forum will focus on coastal flood hazard issues and the work of the New Hampshire Coastal Risks and Hazards Commission (CRHC). The Commission was established by the Legislature in 2013 (SB-163/RSA 483E) to investigate and make recommendations pertaining to coastal flooding risks from sea level rise, storm surge and increased stormwater runoff affecting communities in coastal watersheds. To date, the CRHC has developed findings regarding potential future flood conditions, reviewed information about our vulnerabilities to these conditions and developed preliminary recommendations to address them. Following a review of this information from an expert panel, Senators Nancy Stiles (R – Senate District 24) and David Watters (D – Senate District 4), who are also members of the CRHC, will discuss possible next steps in preparing New Hampshire for these risks. The program will conclude with a general Q&A and discussion about this and other topics that Legislators and others may wish to raise. The agenda and directions are attached.

As in the past we will hold the Forum at Unitil's Corporate Headquarters in Hampton. The program starts at 6:45 p.m., following a time for gathering and socializing which begins at 6:00 p.m.

**PLEASE RSVP to Annette Pettengill by Friday, November 13<sup>th</sup>** at [apettengill@rpc-nh.org](mailto:apettengill@rpc-nh.org) or by calling 778-0885.

We look forward to seeing you!

## Rockingham Planning Commission Legislative Forum

Wednesday, November 18th, 2015  
6:00 – 9:30 PM

Unitil Headquarters  
6 Liberty Lane West, Hampton, N.H.

### AGENDA

**6:00 pm Reception**

*(Hors D'oeuvres & Beverages compliments of Unitil & Rockingham Planning Commission)*

**6:45 Welcome & Introductions**

- *Phil Wilson, Chair, Rockingham Planning Commission*
- *Mark Lambert, Director of Government Affairs, Unitil Corp.*

**7:00 Legislative Forum - Barbara Kravitz, Chair, RPC Legislative Committee**

- Forum Overview
- RPC Legislative Polices

**7:10 Coastal Flooding in New Hampshire: Future Risks and Hazards**

*Moderator: Glenn Coppelman, Immediate Past Chair, RPC*

- ❖ **New Hampshire Coastal Risks and Hazards Commission**  
*Cliff Sinnott, Chair & RPC Executive Director*
- ❖ **The Science of Climate Change, Sea Level Rise and Future Coastal Flooding**  
*Dr. Cameron Wake, Research Professor, Climatology and Glaciology, University of New Hampshire*
- ❖ **How Vulnerable are we to Sea Level Rise in New Hampshire?**  
*Julie LaBranche, RPC Senior Planner*
- ❖ **What should we do about it?: Draft Recommendations of Coastal Risks & Hazards Commission - Sherry Godlewski, NH Dept. of Environmental Services**
- ❖ **Panel Q&A**

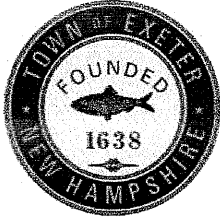
**8:30 Strategies for Moving Forward**

*Senator Nancy Stiles, N.H. Senate District 24*  
*Senator David Watters, N.H. Senate District 4*

**8:50 Q&A & Open Discussion**

*Moderator: Phil Wilson, RPC Chair*

**9:20 Closing Remarks & Adjourn**



**Town of Exeter**  
Town Manager's Office  
10 Front Street, Exeter, NH 03833

**Statement of Interest  
Boards and Committee Membership**

Committee Selection: Housing Advisory Committee

New  Re-Appointment  Regular  Alternate

Name: Barry Sandberg Email: Barry.Sandberg@Comcast.net  
Address: 5C Stonewall Way Phone: 603-568-4001

Registered Voter: Yes  No

Statement of Interest/experience/background/qualification, etc. (resume can be attached).

I served as a member of the Exeter Public Library Long-Term  
planning committee.

Subsequently, helped to re-establish the Economic Development  
Commission. Served 2 years as Chair.

Presently, taking course for Real Estate licensee exam.

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: 1. this application will be presented to the Exeter Selectboard only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Selectboard may nominate someone who has not filed a similar application; 3. this application will be available for public inspection.

After submitting this application for appointment to the Town Manager:

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

I certify that I am 18 years of age or older:

Signature: Barry Sandberg

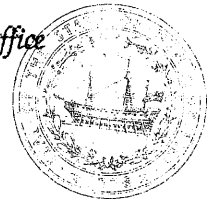
Date: Nov. 2, 2015



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

Town Manager's Office

NOV 12 2015



Thomas S. Burack, Commissioner

Received

November 6, 2015

David Hayes  
Building Block Commons LLC  
125 Kingston Rd  
Exeter, NH 03827

**COPY**

Subject: Non-Transient Non-Community, PWS ID 0805010, Building Block Sch, Exeter

Dear Mr. Hayes:

This is to inform you that **Building Block Sch** is active in the NH Public Drinking Water Inventory database with you registered as **Owner**. The PWS ID is **0805010**. This identifier is used by State and Federal governments to track your water system. It identifies the water system, not the residence or business associated with it. Therefore, this identifier is not transferable and, if you should sell the system, the following information should be passed on to the new owner and this office notified of any changes per Env-Dw 503.05.

**Building Block Sch** is classified as a "non-transient non-community water system". Such a system is defined as a public water system designed to serve at least 25 people for at least 6 months a year. Examples include workplaces, day cares, schools, and commercial property.

The following sections describe the responsibilities of a non-transient/non-community water system. Within this packet, please find a listing of the names and phone number for the staff member(s) most knowledgeable with the topic covered in each section.

**Please Note: The DES Drinking Water and Groundwater Bureau has assigned sample sites for bacteria, chemical, and for lead and copper. Pursuant to Env-Dw 708.04, you must obtain DES approval in advance, if you wish to change the assigned locations.**

**Master Sampling Schedule** - Enclosed is the master sampling schedule, which includes all sampling requirements for which the system is responsible. Please note that the sampling schedules and all analysis request forms are available online at <http://www2.des.state.nh.us/DESOnestop/BasicSearch.aspx>. We strongly encourage you use a new Analysis Request form prior to each sampling event since the fields are pre-populated to include your exact sampling site identifier, location, and description. It is critical that this information is correct for the electronic transfer of data. And this ensures that any change(s) or correction(s) are submitted to us in writing.

**Bacteria Monitoring** - Disease organisms in a single glass of water can cause illness, thus water quality testing for bacteria is done quite frequently. **A new system typically samples four times a year or once a quarter for each quarter the system is open.** Sampling may be increased if detections of these contaminants occur at or above certain trigger levels. As always, you will be notified if increased sampling is required. The number of samples taken is based on the population and configuration of the system. Please

DES Web site: [www.des.nh.gov](http://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

note that you may request a reduction in bacteria sampling if you are eligible for reduced monitoring in accordance with NH Admin Rule Env-Dw 709.

**Groundwater Rule Investigative Monitoring (IM) samples** - Per Env-Dw 717 Groundwater Monitoring and Treatment, all new well sources, as well as reactivated systems that have disinfection, must collect and analyze **6 consecutive monthly raw water samples for *E. coli***. The first sample should be collected within 30 days *prior* to serving water to the public. A specially designated GWR-IM sample form is available on the OneStop public water system query at <http://www2.des.state.nh.us/DESOnestop/BasicSearch.aspx>. Please be sure to use the IM form and to request a lab method that provides enumeration rather than presence / absence for these samples.

**Lead and Copper** - Lead contamination is a major concern today, especially when ingestion by small children is involved. Sampling under this rule reflects this concern. The number of samples required is based on the system's population. Systems that do not exceed action levels, 0.015 mg/l for lead and 1.3 mg/l for copper, will sample each site twice the first year, once a year for the next three years, and then once every three years. Systems that exceed action levels need to do corrosion control studies, possibly provide treatment, and do additional sampling. General information about the lead and copper rule is available at <http://des.nh.gov/organization/divisions/water/dwgb/lead-copper/documents/regulatory-info.pdf>

**Chemical Monitoring** - Water quality testing for chemical parameters is less frequent, though equally important. Generally, parameters in this group can pose a risk to health with exposure over a long period of time. The chemical monitoring groups include: Nitrate and Nitrite, inorganic compounds (IOCs, including metals), volatile organic compounds (VOCs, such as solvents & hydrocarbons), synthetic organic compounds (SOCs, such as pesticides), and radiologicals (RADs, such as uranium & radium). Federal and state regulations require all community public water systems to participate in a chemical monitoring program set forth in three-year compliance periods.

**Chemical Monitoring Waivers** - As a non-community non-transient, you are eligible to apply for sampling waivers. By obtaining sampling waivers and implementing measures to help protect your drinking water source(s) from contamination, you can save costs by reducing the frequency of testing for VOC's and SOC's. Approximately 76% of eligible water systems participate in the waiver program. Waivers are granted based on source protection criteria. **A water system must be in compliance with the Drinking Water and Groundwater (DWGB) rules to participate.** The application process is not difficult, it is free to apply, and help is available. More information about the program is available at <http://des.nh.gov/organization/divisions/water/dwgb/dwspp/waivers/index.htm>.

**Disinfection Byproducts (DBPs)** - Water systems that apply a chemical disinfectant such as chlorine or chloramines are required to monitor for disinfection byproducts and disinfectant residuals, in accordance with the type of disinfectant. Systems using chlorine or chloramines must report their chlorine residuals and sample for Total Trihalomethanes (TTHM) and Haloacetic Acids (HAA5). Your monitoring frequency and number of samples depend on the levels detected, service population, and source water origin (surface or groundwater). Systems using surface water generally exhibit higher DBP levels requiring more frequent monitoring.

**General System Evaluation Form** - In addition to your regular compliance sampling, often there is a need for (and DES encourages) the collection of samples before or mid treatment, or at different locations that are not your regularly established compliance sites. We have included an additional sample form at the end of your Master Sampling Schedule specifically for this purpose. **Please note that this form should also be used when submitting bacteriological samples in order to lift a Boil Order.** Please feel free to consult with our technical staff for assistance in evaluating your system to resolve or prevent any water quality problems.

**Laboratory Services** - NH Administrative Rule Env-Dw 719 requires owners of public water systems, who have samples analyzed by a commercial laboratory, to enter into a written agreement with the certified lab to have the samples analyzed according to the proper methods, and reported to this office within two business days. In the event that an acute contaminant is detected, they are required to notify us within 24 hours. Please note that while there are contractual obligations between you and your laboratory, you, as the owner, are ultimately responsible for compliance with all state and federal rules.

Be sure to submit your sample(s) and completed paperwork to the State Laboratory or a State-certified laboratory during your scheduled quarter(s) or month(s). **It is important that you sample within the designated quarter** to ensure compliance with Env-Dw 708. To prevent an unnecessary burden on the laboratory at the ends of the quarter(s), and ensure that your samples are processed within the required time frame, please plan accordingly. Note that appointments may be required for certain analyses. Sample bottles, specific to each test, should be obtained from your laboratory. If you use the State Laboratory, contact them by phone at (603) 271-3445 or at the following link  
<http://www2.des.state.nh.us/DESOnestop/BasicSearch.aspx> .

**Permit to Operate** - Non-transient/non-community water systems are required to pay an annual "Permit to Operate Fee". Your annual fee will be \$150.00. The fee period follows the State's fiscal calendar year from July 1 to June 30.

**Operator Certification** - All non-transient/non-community water systems are required to retain a NH certified water system operator. To meet this requirement, the owner can; hire a NH certified operator, become a certified operator by taking the examination, or have an individual associated with the water system become certified. There is training provided annually to assist water system personnel in obtaining certification. The cost of the very small systems grade 1A examination is \$50.00. The renewal period for certification is two years and the renewal fee for the grade 1A operator is \$50.00. Within each two-year renewal period, continuing education is required to maintain certification. For very small system operator's grade 1A, the continuing education requirements, per renewal period is a minimum of 5 hours.

**Field Inspections** - The DWGB staff inspects all non-transient/non-community water systems every three years. There is no cost for this inspection. *The last sanitary survey on this public water system was conducted on November 4, 2013.*

**Design Approval or Changes to Existing Systems** - **Design review approval is required for all changes to the water system.** This includes expansion of the system to new customers, adding new treatment equipment, or adding new wells.

**Administrative Record Keeping System** - Documentation relative to the systems sampling requirements (sites and schedules), **all water quality information (laboratory reports)**, compliance information, any improvements, and expansions must be maintained. **It is important for the owner to notify this office, in writing, of address and/or personnel changes and any other changes affecting the water system.**

As the water system's owner, it is ultimately your responsibility to ensure these requirements are implemented regardless of whether you occupy the facility or lease/rent it to other parties. Please read the enclosed information, fill out the necessary forms, and return them to the Water Division address listed on the first page. When necessary, representatives from this office will contact you regarding the various sampling schedules. If you have questions, please contact the appropriate staff member as listed on the attached staff listing. Thank you for your attention to these matters.

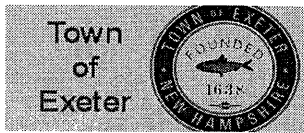
Sincerely,

A handwritten signature in cursive script that reads "Jane Murray". The signature is written in black ink and is positioned above the typed name and title.

Jane Murray  
Drinking Water and Groundwater Bureau

Owner Enc:    Sampling Fees/Staff Listing  
                  Contact Form and Instructions  
                  Owner Form and Instructions  
                  Master Sampling Schedule/GSES form  
                  Chemical Waiver  
                  OneStop Query Instructions

cc:             Daniel Mattus  
                  Wren Hayes  
                  Exeter Health Officer  
                  Exeter Select Board



Russ Dean <rdean@exeternh.gov>

### Fwd: Introduction

Nancy Belanger <nbelanger@exeternh.gov>  
To: Russ Dean <rdean@exeternh.gov>, Julie Gilman <gilmanjd@comcast.net>

Tue, Nov 10, 2015 at 1:07 PM

Hello, another "selectmen" email for consideration. Thanks, Nancy

11/13/2015 Forwarded message

From: **Todd Deluca** <todd@exeterarea.org>  
Date: Thu, Nov 5, 2015 at 2:19 PM  
Subject: Introduction  
To: selectmen <selectmen@exeternh.gov>

Dear Board of Selectmen,

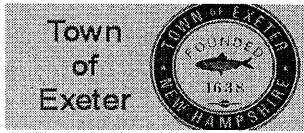
I am writing to introduce myself as the new Exeter Area Chamber of Commerce President. I just started this past Monday so it's been a busy week meeting countless members and learning about the Chamber and the business community. As part of my orientation, I hope there might be a convenient time for me to stop by and introduce myself in person? I would be happy to stop by at your convenience.

I hope to hear from you soon.

Kind Regards,

Todd Deluca





Russ Dean <rdean@exeternh.gov>

# Fwd: Exeter Center Grand Opening & Ribbon Cutting Invitation 11.19.15

Nancy Belanger <nbelanger@exeternh.gov>  
To: Russ Dean <rdean@exeternh.gov>, Julie Gilman <gilmanjd@comcast.net>

Tue, Nov 10, 2015 at 1:10 PM

Selectmen email for packet!

----- Forwarded message -----

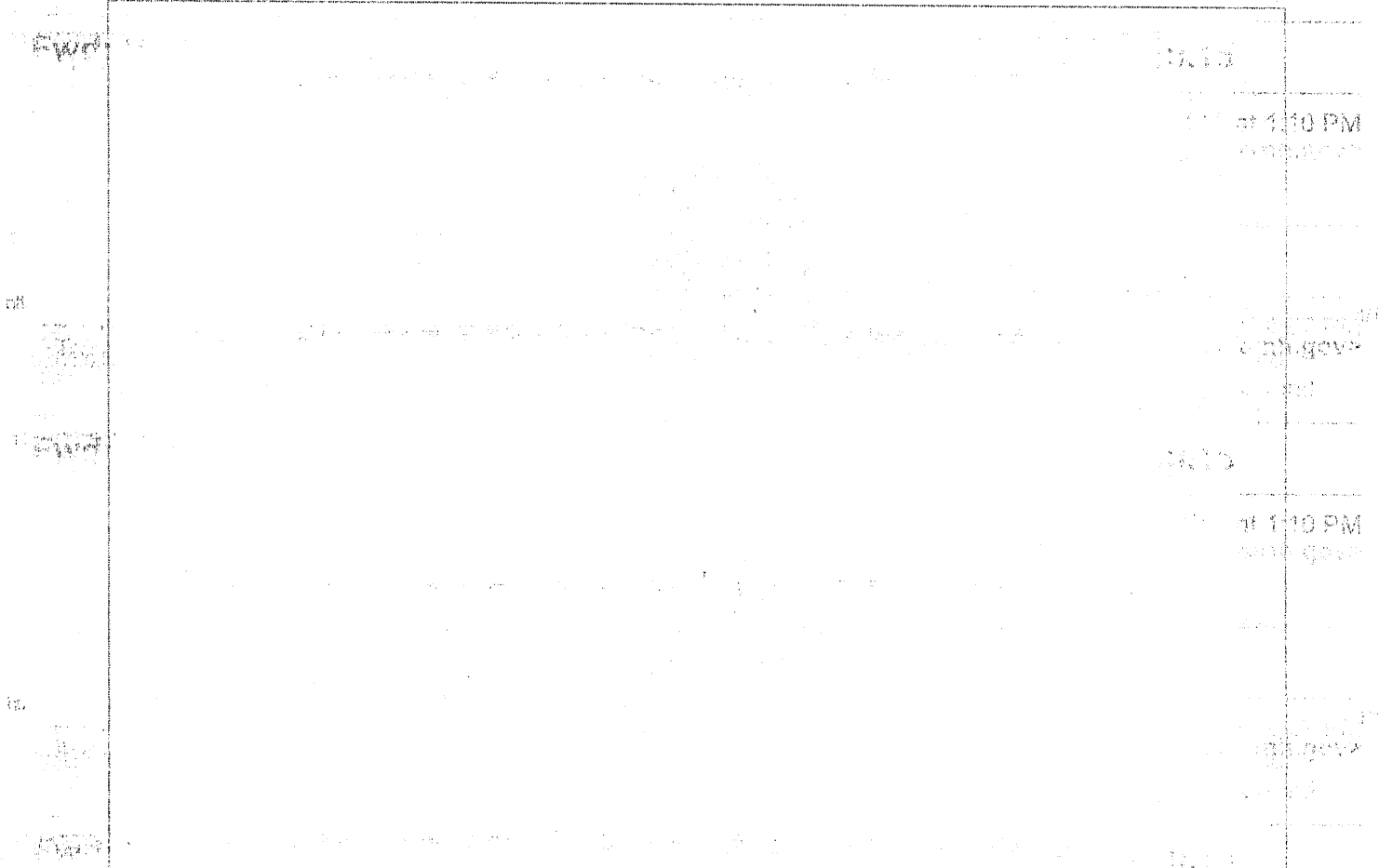
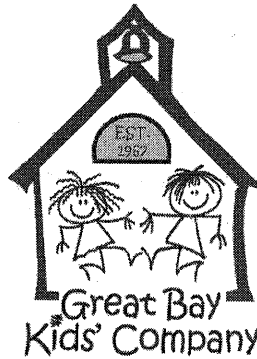
From: **Great Bay Kids' Company Inc.** <b.kistler@greatbaykids.org>

Date: Mon, Nov 9, 2015 at 9:51 AM

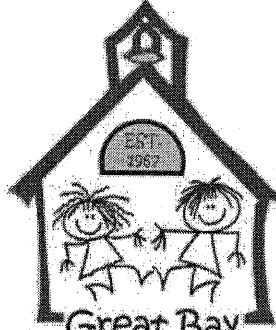
Subject: Exeter Center Grand Opening & Ribbon Cutting Invitation 11.19.15

To: nbelanger@exeternh.gov

Fwd:



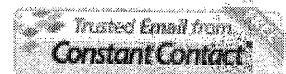
Please join **Great Bay Kids' Company** & friends  
 for our **Grand Opening and Ribbon Cutting Ceremony**  
**Thursday, November 19th at 3pm**



**Great Bay  
 Kids' Company**  
 64 Epping Road in Exeter  
 R.S.V.P. to [donations@greatbaykids.org](mailto:donations@greatbaykids.org)

Bekah Kistler  
 Exeter Program Director  
 Great Bay Kids' Company Inc.  
 64 Epping Road  
 Exeter, NH 03833  
 (603)772-4132  
[b.kistler@greatbaykids.org](mailto:b.kistler@greatbaykids.org)  
[www.greatbaykids.org](http://www.greatbaykids.org)

Forward email



Try it FREE today.

This email was sent to [nbelanger@exeternh.gov](mailto:nbelanger@exeternh.gov) by [b.kistler@greatbaykids.org](mailto:b.kistler@greatbaykids.org) |  
 Update Profile/Email Address | Rapid removal with SafeUnsubscribe™ | About our service provider.

Great Bay Kids' Company Inc. | 81 New Hampshire Avenue | Portsmouth | NH | 03801