Exeter Board of Selectmen Meeting
Monday, March 28th, 2016, 7:00 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH

1. Call Meeting to Order
2. Board of Selectmen Reorganization
3. Public Comment
4. Minutes & Proclamations
   a. Proclamations/Recognitions
5. Appointments
6. Discussion/Action Items
   a. New Business
      i. Selectboard Committee Assignments
      ii. Downtown Sidewalk Project Overview
      iii. Temporary Parking Agreement – Lincoln Street
      iv. Light Duty Vehicles: Article 21 2016 Town Warrant
      v. NHDES Grant: Stadium Well Fencing ($16,045)
      vi. NHDES Grant: Lincoln Street Nutrient Control Strategies ($75,000)
   b. Old Business-
      i. Town Hall Use Fees – Public Hearing
      ii. Facilities Committee Draft Charge
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: 3/25/16 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

3/28/16

Town of Exeter

Russ Dean <rdean@exeternh.gov>

Fwd: BOS agenda

Sheri Riffle <sriffle@exeternh.gov> Wed, Mar 2, 2016 at 2:55 PM
To: Russell Dean <rdean@exeternh.gov>

Sheri Riffle
Executive Assistant
Town Manager's Office

Town of Exeter
10 Front Street
Exeter, NH 03833
603-773-6102
fax: 603-777-1514

-------- Forwarded message --------
From: **Karen Clement** <KClement@brentwoodnh.gov>
Date: Wed, Mar 2, 2016 at 2:53 PM
Subject: BOS agenda
To: "sriffle@exeternh.gov" <sriffle@exeternh.gov>

Hi Sheri,

I would like to request Jeff Bryan, Selectman, to be added to the next agenda. He would like to discuss perambulating the Exeter/Brentwood town line.

Thanks,

Karen Clement

Town Administrator

Town of Brentwood

Board of Selectmen Representatives		
Town Committees		
2016-17		
Committee Name	**2015-16 Representative**	**2016-17 Representative**
ADVISORY CATEGORY		
Arts Committee	Dan Chartrand	
CATV Advisory Committee	Anne Surman	
Housing Advisory Committee	Nancy Belanger	
River Study Committee	Don Clement	
Train Committee	Julie Gilman	
Transportation Committee	Julie Gilman	
Water Sewer Advisory Committee	Anne Surman	
LAND USE/RELATED		
Conservation Commission	Nancy Belanger	
Economic Development Commission	Dan Chartrand	
Heritage Commission	Julie Gilman	
Historic District Commission	Julie Gilman	
Planning Board	Don Clement	
OTHER		
Rockingham Planning Commission (BOS)	Don Clement	
Swasey Trustees (liaison only)	Anne Surman	
Budget Recommendations Committee	All BOS Members	All BOS Members

TOWN OF EXETER, NEW HAMPSHIRE

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

Downtown Sidewalk and Roadway Construction Project

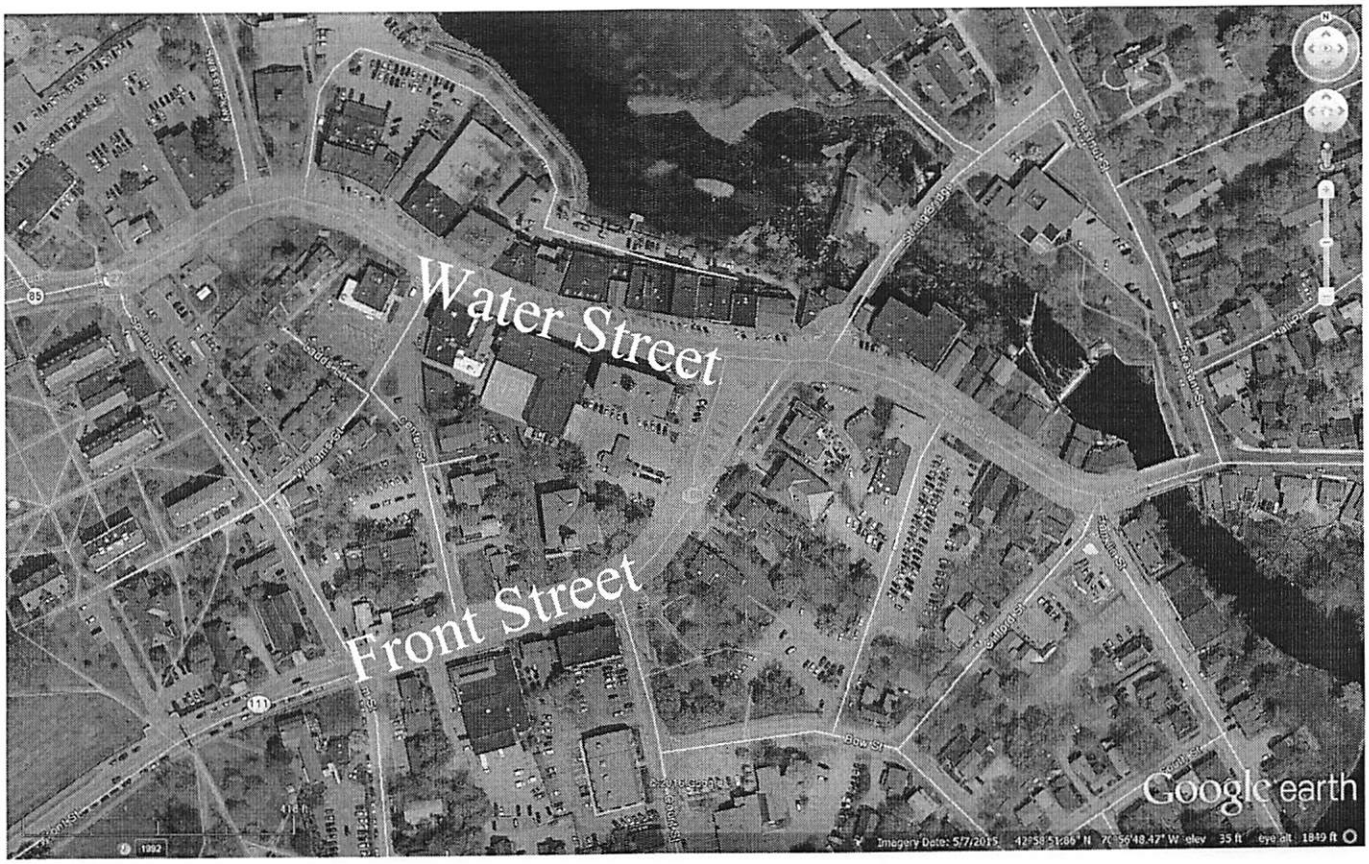
Construction on the downtown sidewalks (shown in orange) begins on Monday, April 4, 2016. Please plan ahead for traffic delays.

Project details are can be found here:

- Town Website: www.exeternh.gov
- Town Facebook page: https://www.facebook.com/townofexeternh/
- Public Works Facebook page: https://www.facebook.com/ExeterNHPublicWorks

For questions related to the construction project (access, detour, etc.), please contact Town staff either by email or phone:

- Email: PublicWorks@exeternh.gov
- Phone: (603) 770-4970



Posted 3/23/16: Exeter Town Office, Exeter Public Library, Town Website

Downtown Sidewalk and Roadway Construction Project

Public Information Meeting

March 22, 2016

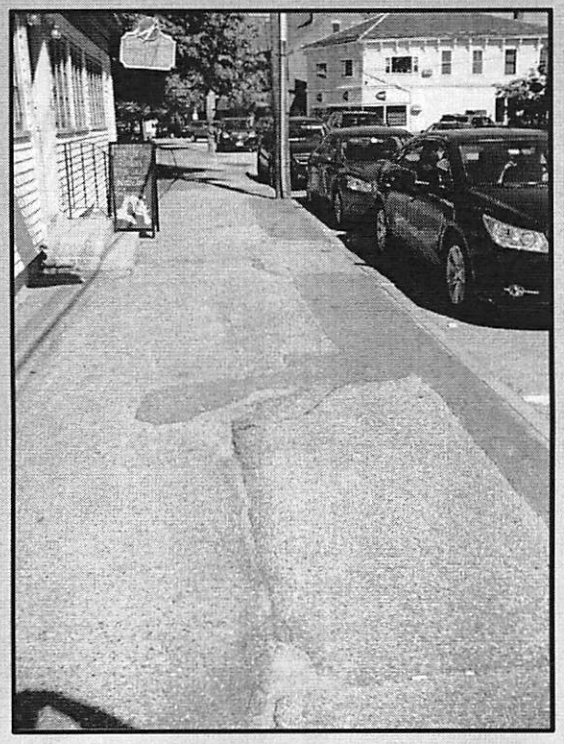
Town Hall

Exeter, NH

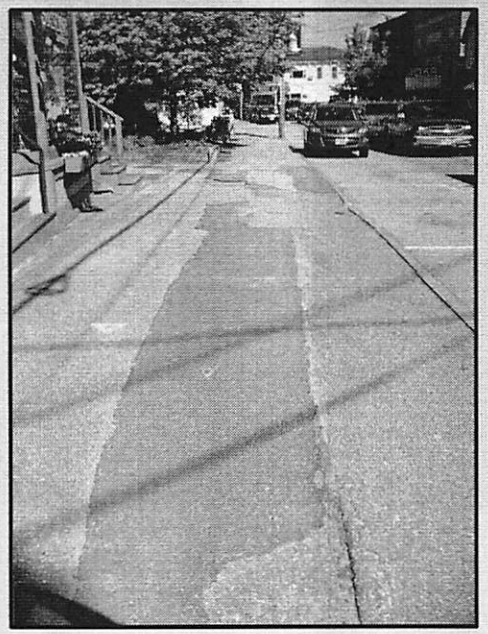
Project Team

- Russ Dean, Town Manager
- Jennifer Perry, P.E., Director of Public Works
- Jay Perkins, Highway Superintendent
- Paul Vlasich, P.E., Town Engineer
- Jen Mates, P.E., Assistant Town Engineer
- John Bell, Bell & Flynn
- Dan Bourdeau, P.E., GeoSyntec Consultants
- Rick Dolce, P.E., CLD Engineers

Project Purpose

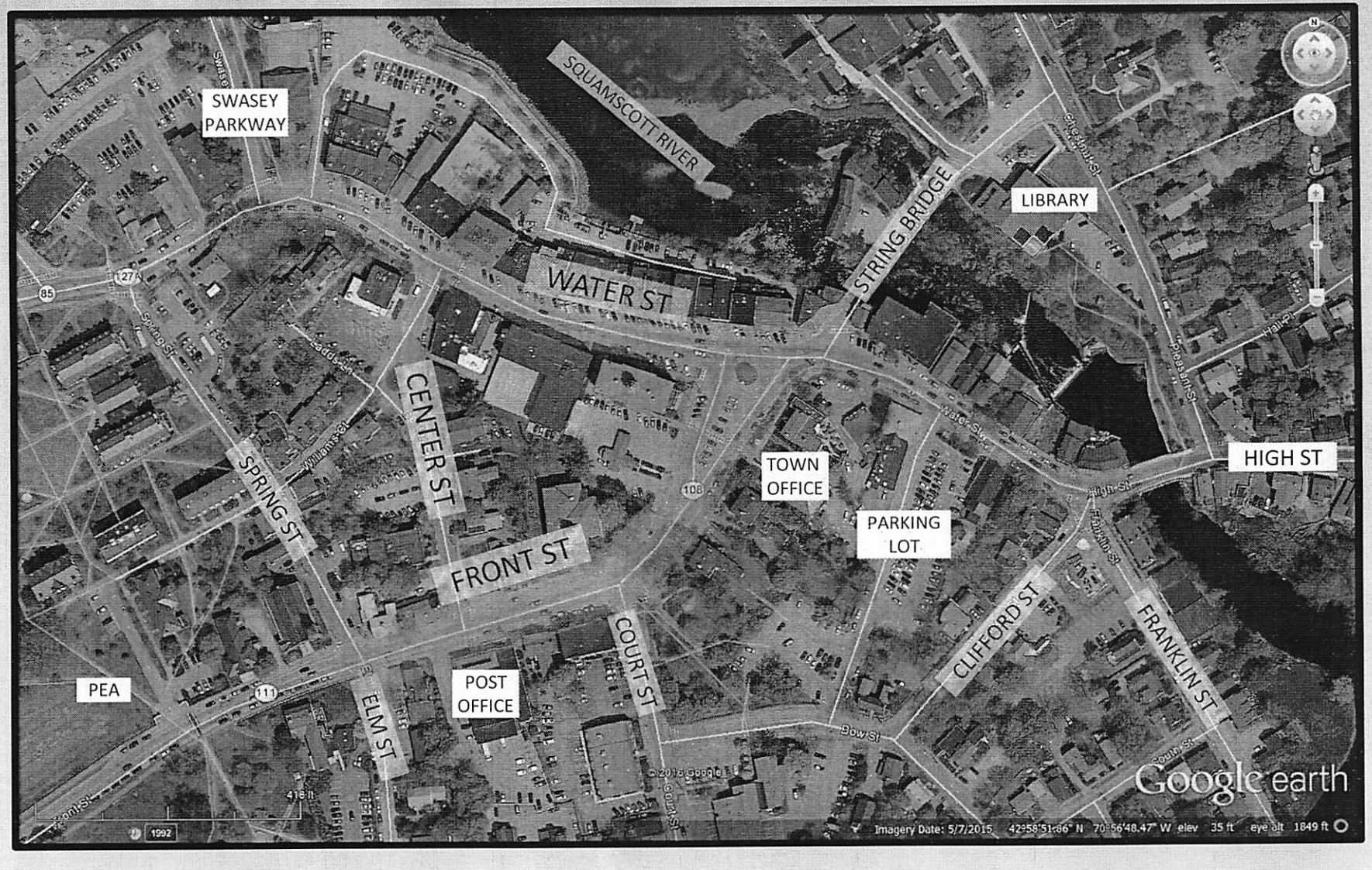


- Improve pedestrian safety and accessibility in the Downtown area
- Enhance aesthetics



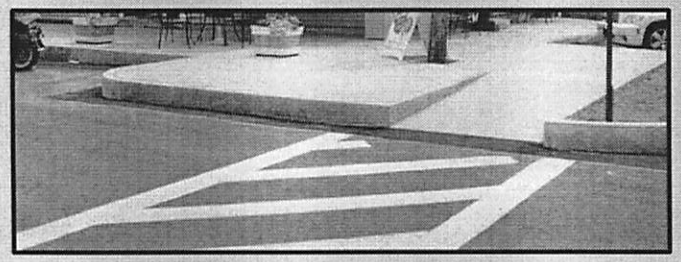
- Promote downtown Exeter as a safe and enjoyable destination

Project Area

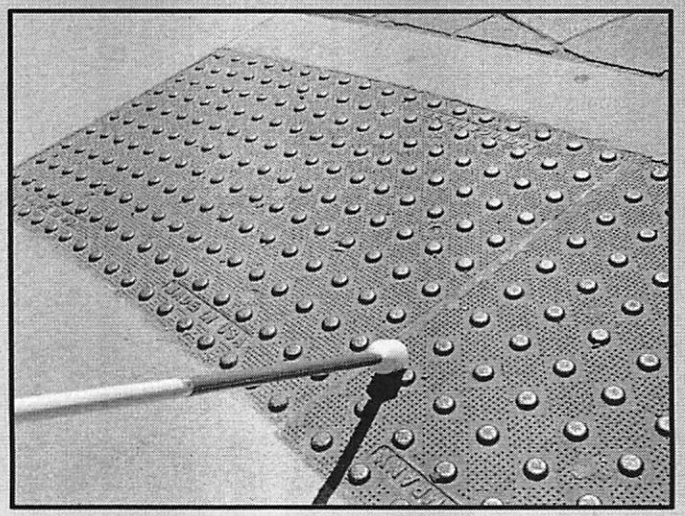


New Sidewalks and Road

- Concrete Sidewalks



- Granite Curbs



- Ramps with detectable warning panels
- Adjust road grades and pave

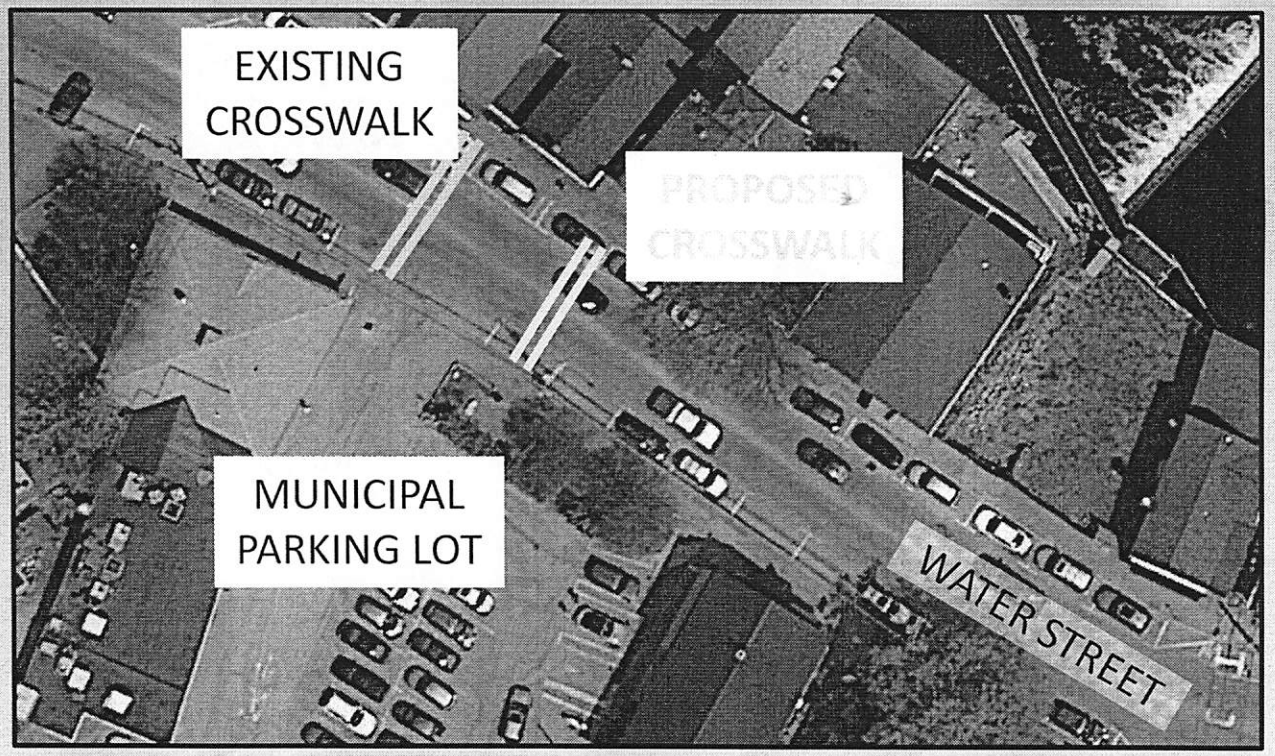
Parking and Crosswalks

- Final parking layout will be very similar to existing

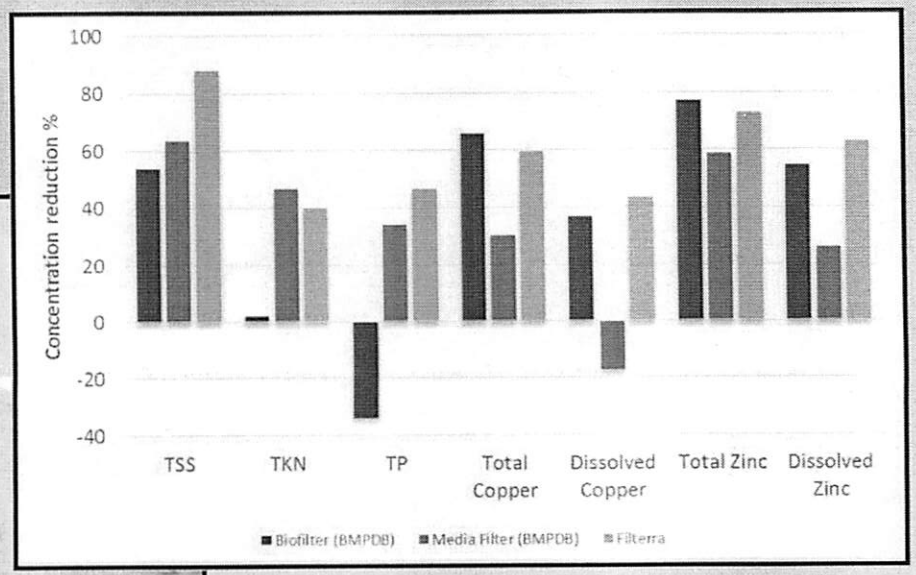
- Pedestrian bump-out added at crosswalk near bandstand to improve safety

Parking and Crosswalks

- Crosswalk by municipal parking lot to be moved



Stormwater Quality Improvements

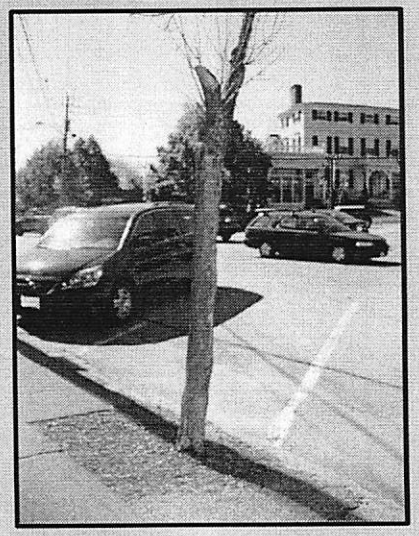


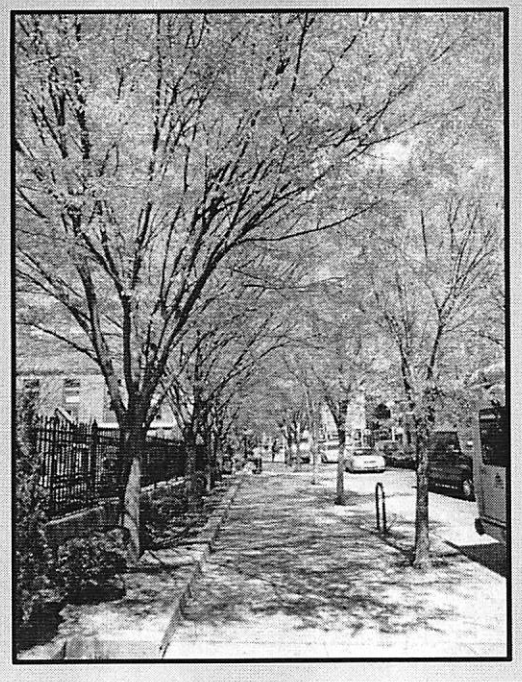
Source: Filterra White Paper, BMPDB (International BMP Database)

Stormwater Quality Improvements

Trees

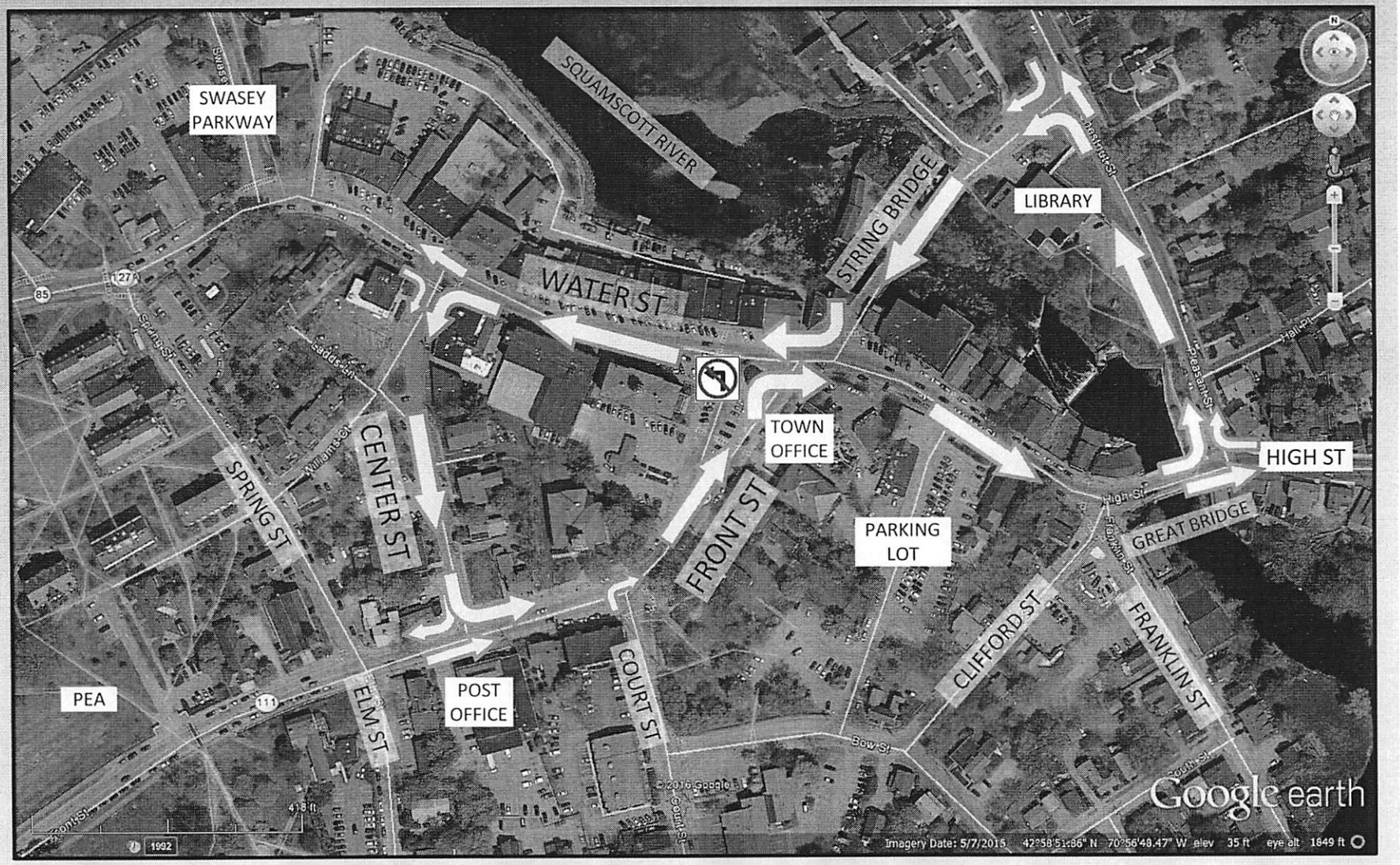
- Some existing trees are in poor condition and will be replaced





- New trees will be the appropriate size and type for urban areas

Detour

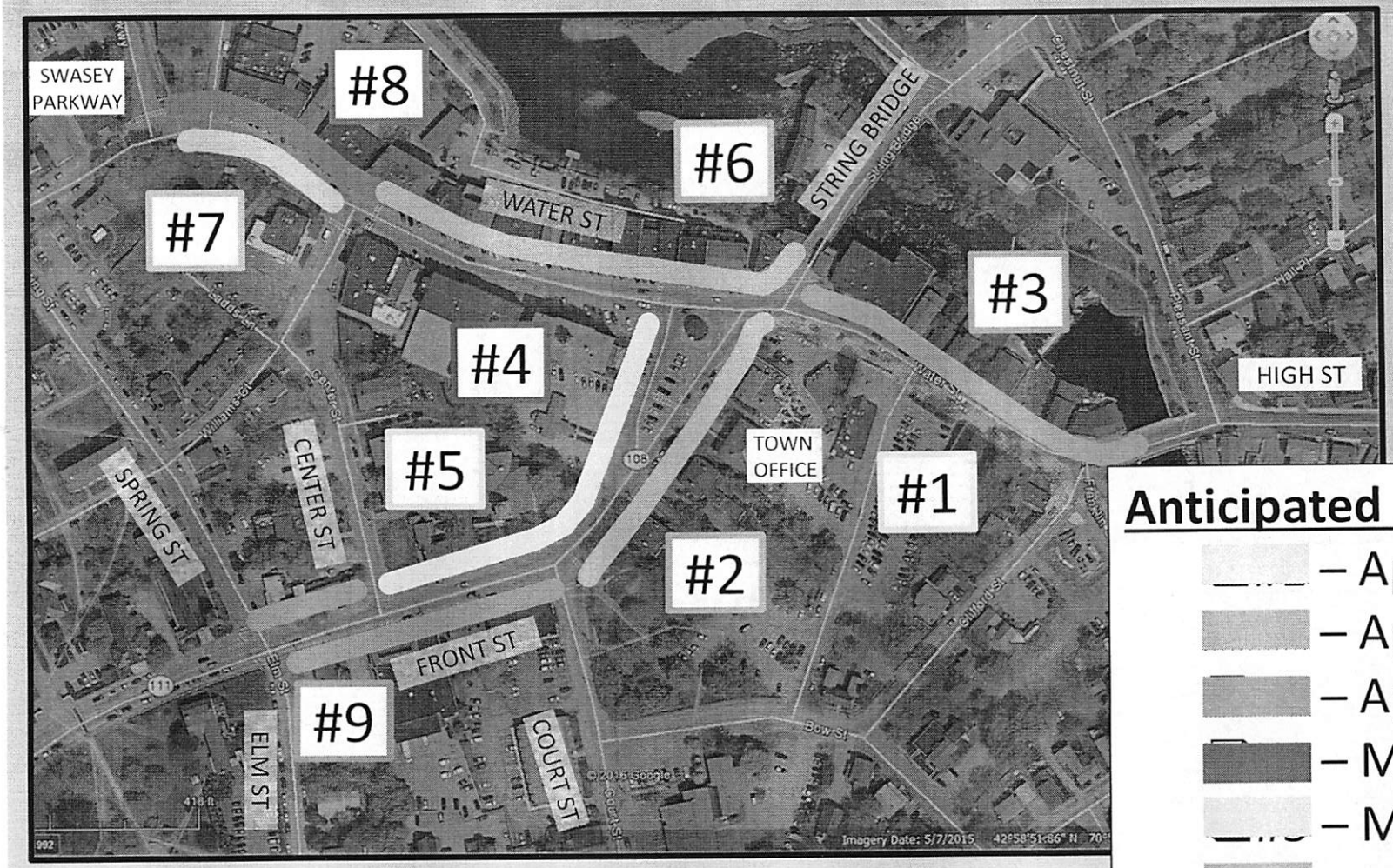

SWASEY PARKWAY
SQUAMSCOTT RIVER
STRING BRIDGE
LIBRARY
WATER ST
TOWN OFFICE
HIGH ST
GREAT BRIDGE
PARKING LOT
FRONT ST
CENTER ST
SPRING ST
CLIFFORD ST
FRANKLIN ST
COURT ST
ELM ST
POST OFFICE
PEA
Google earth

Construction – What to expect

- Detour
- Access to buildings
- Temporary parking restrictions
- Special events – contact DPW to coordinate

Schedule

- Survey: 2015
- Project development: 2015
- Unitil pole replacement: now
- Sidewalks, curbs, and trees: April – July
- Road milling, paving, and line painting: July
- Allowable work hours: 7 am to 7 pm Mon – Fri, plus Saturdays as needed



Anticipated Starts

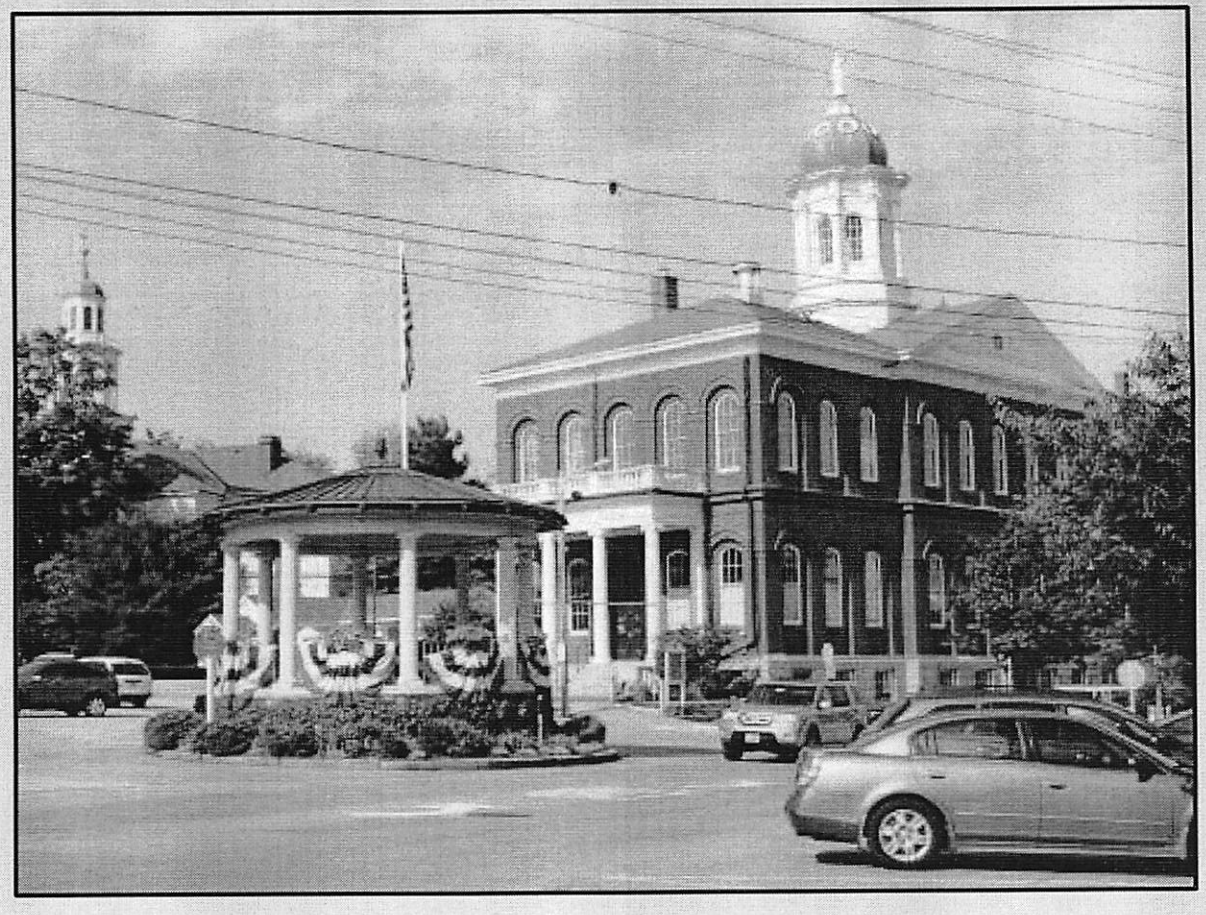
- – April 4th
- – April 13th
- – April 22nd
- – May 4th
- – May 10th
- – May 26th
- – June 10th
- – June 16th
- – June 27th

Sidewalk Phases

Communication

- Town Website www.exeternh.gov
- Town and DPW Facebook pages
  - https://www.facebook.com/townofexeternh/
  - https://www.facebook.com/ExeterNHPublicWorks
- Town staff
  - Email: PublicWorks@exeternh.gov
  - Phone (603) 770-4970
- Presentation
  - Slides on website
  - Rebroadcast on Channel 22 and http://www.townhallstreams.com/locations/exeter-new-hampshire

Questions & Comments



Parking Agreement

Lessee: Town of Exeter, NH

Lessor: Andrew Rockwell

Site: Map 73, Lot 271

Address: 48 Lincoln Street, Exeter, NH

The purpose of this contract is to provide fifteen (15) temporary public parking spaces for Lincoln Street commercial customers (see attached map) while water main construction is underway. The contract will commence on March 28, 2016 and last 8 weeks until May 23, 2016. This Agreement shall terminate at midnight on May 23rd, 2016 unless extended by mutual agreement.

Terms are as such:

Lessee agrees to:

Carry insurance on the affected spaces for the term of the contract.

Ensure post contractual enforcement of private parking. The concern is that the public will become accustomed to parking in these spaces and continue to do so after construction is complete. Lessee agrees to monitor this area for such potential developments.

Lessee will provide temporary signage for the public spaces and for Lessor's tenant, Pintuck & Purl. The latter is necessary so that Pintuck & Purl retain existing rented parking spaces.

Lessor agrees to:

Temporarily lease 15 spaces to the Town of Exeter for 8 weeks at a rate of $2500 inclusive.

Terms of this contract are binding and acceptable.

Lessee:

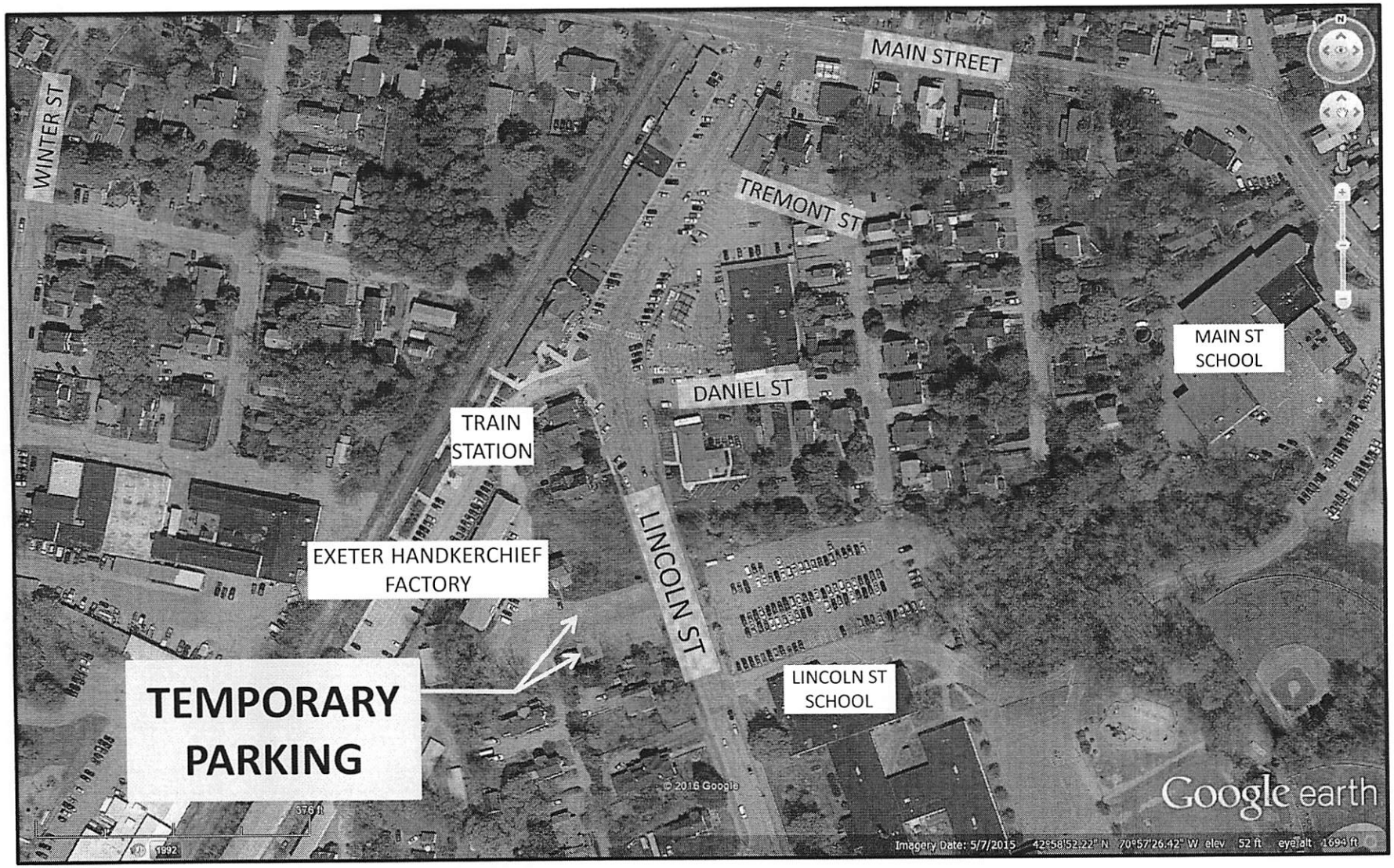
_____

Russell Dean, Manager, Town of Exeter

Lessor:

_____

Andrew Rockwell



- **15 PARKING SPACES AVAILABLE FOR PUBLIC USE FROM <u>3/28 TO 5/23/16</u> AT THE EXETER HANDKERCHIEF FACTORY**
- **PARK IN DESIGNATED SPACES ONLY**

LINCOLN STREET UTILITY PROJECT
<u>TEMPORARY PARKING</u>
TOWN OF EXETER

Town of Exeter
Public Works Department

Memo

To:	Russell Dean, Exeter Town Manager
From:	Kevin Smart, Maintenance Superintendent
Date:	22 March 2016
Re:	Exeter Public Works Light Duty Vehicle Replacement 2016
Cc:	Jennifer Perry, Public Works Director; Doreen Ravell, Finance Director

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Pursuant to passage of 2016 Warrant Article #21, various Light Duty Vehicle Replacements in the amount of **$93,229.00** the following breakdown is offered;

The vehicle manufacturers' deadlines for ordering new 2016 vehicles are in May. In our case the yellow paint for the 3 trucks is a special order and needs to be placed while available within the 2016 model year. Once 2017 production runs start, the price of the vehicles will change and likely will be beyond our budget for this year. It is recommended that the order be placed as soon as possible as lead times are 6 – 8 weeks, with financing/payment due upon delivery. There are no costs associated with placing the initial order.

Vehicles to be purchased;	**Colonial Ford**	**Macaulkin**	**Local**
1.) 1 ton Pickup, Mechanic Shop	$23,032.00		$25,448.00
2.) ½ ton Pickup, Carpenter	$20,378.00		$22,001.00
3.) Cargo Van, Plumbing/HVAC	$22,118.00		$22,118.00
4.) Staff, Compact Utility, Maint.		$17,704.00	$18,533.00
5.) Staff, Compact Utility, W/S		$17,704.00	$18,533.00
	State Bid	$100,936.00	**Local** $106,627.00

Under NH State Bid, dealers only provide bids on their make/models. To obtain all vehicles from NH State Bid we must go to 2 different dealers; Colonial Ford, Plymouth, Ma., vehicles 1, 2, 3, and Macaulkin Chevrolet, Nashua, NH, for vehicles 4 and 5.

Total trade-in values are;

1.) Colonial Ford, Plymouth, Ma. $ 6,000.00

2.) Macaulkin Chevrolet, Nashua, NH $ 9,000.00

3.) Portsmouth Chevrolet, Portsmouth, NH $16,000

Vehicles to be traded-in;

1.) 2001 Chevrolet ½ ton Pickup, Carpenter
2.) 2002 Dodge Cargo Van, Plumbing HVAC
3.) 2002 Ford F-150 ½ ton Pickup, Maintenance
4.) 2004 Ford Crown Victoria, Staff
5.) 2006 Ford F-350 1 ton Pickup, Mechanic Shop

Total Costs to Town;

NH State Bid; 3 vehicles Colonial Ford, 2 vehicles Macaulkin Chevrolet less trades Net **$91,936.00**
Portsmouth Chevrolet - all 5 vehicles – less trades Net **$90,627.00**

In an effort to ensure the best overall value for the Town of Exeter, Portsmouth Chevrolet was consulted as a local commercial fleet provider. Portsmouth Chevrolet, does not participate in the NH State Bid process, however, as a commercial fleet provider to Unitil and others, they have prepared a competitive alternative with trade in-values that will allow purchase of all 5 vehicles from one local dealership at a lower net cost than the NH State bidders can offer.

The Exeter Selectmen's Purchasing Policy encourages every effort to purchase from businesses within the Exeter Area if the purchase fits the category Best Overall Value. It is recommended that Portsmouth Chevrolet meets Best Overall Value by providing the lowest cost to the Town, adherence to Local Advantage, the practicality of obtaining all 5 vehicles and trade-ins from 1 vendor, close proximity to our location for warranties, and the ability to compete with the NH State Bid. Vehicles that have been successfully purchased this way include Building Inspector, Public Works Director, Highway Superintendent, and Fire Staff Vehicles. The financing of all 5 vehicles from one dealer will also provide a lower rate as multiple dealers may not qualify.

DRAFT

Town of Exeter
New Vehicle Fleet Purchase- Vendor: Portsmouth Chevrolet
FYE 2016

Model Yr	Make	Model		Cost
2016	Chevrolet	Trax, LS FWD	$	18,533
2016	Chevrolet	Trax, LS FWD		18,533
2016	Chevrolet	Silverado CC15903, LWB, 2WD,Reg Cab Pickup		22,001
2016	Chevrolet	Silverado CC35903,3500 HD, Reg Cab Pickup		25,448
2016	Chevrolet	Express Cargo 2500 Van CG23405		22,118
		Total Cost	$	106,633
		Less: Trade-in Value		(16,000)
		Net Cost	**$**	**90,633**

Source: Above new vehicle price quotes and trade in values were provided to Finance by Maintenance Superintendent

DRAFT

Vehicle Lease Quotes
As of March 25, 2016

	Lessor	Years	Sales Price	Trade In	Amount Financed	Interest Rate	Annual Lease Payment	Total Interest Expense
**	Tax Exempt Leasing	5 Year	106,633	(16,000)	90,633	2.59%	19,559.04	7,162.20
	The Provident Bank	5 Year	106,633	(16,000)	90,633	2.70%	19,620.92	7,471.62
	Municipal Asset Management	5 Year	106,633	(16,000)	90,633	3.99%	20,352.91	11,131.55

			Lease Allocations		
	Warrant Article Total	Annual Lease Payment	General Fund	Water Fund	Sewer Fund
2016 Warrant Article	$ 93,229	$ 21,052	$ 17,416	$ 1,818	$ 1,818

Notes:

All of the above lessors agree to offer lease with a non-appropration clause.

** **Tax Exempt Leasing has provided the lowest interest rate and most savings for this lease.**

Subject: Town of Exeter

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Town of Exeter		**1.4 Grantee Address** 13 Newfields Rd. Exeter, NH 03833	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** May 31, 2017	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $16,045
1.9 Grant Officer for State Agency Amy Hudnor NH Department of Environmental Services		**1.10 State Agency Telephone Number** (603) 271- 2950	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor**	

1.13 Acknowledgment: State of _____, County of _____

On ____/___/_____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

(Seal)

1.13.2 Name & Title of Notary Public or Justice of the Peace

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Thomas S. Burack, Commissioner

1.16 Approval by Attorney General's Office (Form, Substance and Execution)

By: **Attorney, On:** / /

1.17 Approval by the Governor and Council

By: **On:** / /

Contractor Initials_____
Date_____

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Contractor Initials_____

Date_____

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any
third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Contractor Initials_____
Date_____

EXHIBIT A
SCOPE OF WORK

Town of Exeter:

The Town of Exeter will use New Hampshire Department of Environmental Services (NHDES) grant funds to install a fence at the Stadium Well Site. This project will provide better protection by limiting unauthorized access and preventing threatening activities. The Town will be responsible for maintenance and repair of the implemented security measures. Specifically, the following task, as described in the application submitted to NHDES, will be accomplished:

1. Install a fence at the Stadium Well Site. Submit photos and invoices to NHDES.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	**Source Water Protection Grant**
1. Install Fence	$16,045
TOTAL	**$16,045**

Grantee Initials _____
Date _____

EXHIBIT C
SPECIAL PROVISIONS

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from $2,000,000 to $1,000,000 for bodily injury or death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.6). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials _____
Date _____

EXETER PUBLIC WORKS DEPARTMENT

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

Memorandum

Date: March 25, 2016
To: Russ Dean – Town Manager
From: Paul Vlasich, PE – Town Engineer

Re: 2016 Watershed Assistance Grant – Water Integration for the Squamscott – Exeter (WISE) Integrated Plan Phase I: Lincoln Street Subwatershed Nutrient Control Strategies and, Waterstone Engineering Agreement – Perform work related to the grant

The Town is the recipient of a $75,000 grant from the New Hampshire Department of Environmental Services (NHDES), Watershed Management Bureau/Watershed Assistance Section. This grant is to develop stormwater treatment designs and concepts in the Lincoln Street subwatershed area. This grant requires no matching funds from the Town and has been under consideration since the original application in September 2015.

The Lincoln Street subwatershed area encompasses Lincoln Street and portions of the town westerly to Washington Street. This subwatershed is also connected to the largest watershed in town which discharges to the Squamscott River near the PEA boat house. These developed stormwater treatment concepts and designs may be utilized in future drainage improvements including the Lincoln Street reconstruction project.

NHDES will require as a grant condition, wording similar to the following:

> "The Town accepts federal Clean Water Act funds and enters into a contract with the New Hampshire Department of Environmental Services. The Town Manager is further authorized to sign and execute any documents which may be necessary to effectuate this contract."

Dr. Robert Roseen, principal of Waterstone Engineering PLLC, developed the original grant concept on behalf of the Town. Dr. Roseen, formerly of Geosyntec, led the initial WISE study through a grant funded from the National Estuarine Research Reserve System (NERRS) Science Collaborative. He also led the hydraulic analysis of town drainage systems for the Climate Adaptation Plan for Exeter (CAPE). Waterstone Engineering will perform the work associated with this grant and will also supply all reporting required by the grant. Waterstone Engineering will be paid after the Town has received the funds from NHDES based on monthly invoices. The Public Works Department recommends award of this contract to Waterstone Engineering in the amount of $75,000.

GRANT AGREEMENT

Subject: Water Integration for the Squamscott – Exeter (WISE) Integrated Plan (IP) Phase 1: Lincoln Street Subwatershed Nutrient Control Strategies

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Town of Exeter		**1.4 Grantee Address** 10 Front Street Exeter, NH 03833	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** June 30, 2017	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $75,000
1.9 Grant Officer for State Agency: Stephen C. Landry, Watershed Assistance Section Supervisor		**1.10 State Agency Telephone Number** 603-271-2969	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor**	
1.13 Acknowledgment: State of New Hampshire, County of _____ On ____/___/_____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		**1.15 Name/Title of State Agency Signor(s)** Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) **By:**		**Attorney, On:** / /	
1.17 Approval by the Governor and Council **By:**		**On:** / /	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of

Grantee Initials _____

Date _____

Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and
17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any
third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Grantee Initials _____
Date _____

Exhibit A
Scope of Services

The Town of Exeter shall perform the following tasks as described in the detailed proposal titled, *Water Integration for the Squamscott – Exeter (WISE) Integrated Plan (IP) Phase 1: Lincoln Street Subwatershed Nutrient Control Strategies*, submitted by the Town of Exeter, dated September 17, 2015:

Objective 1: Develop a Stormwater and Complete Streets Design for Lincoln Street

Measures of Success: For Lincoln Street, locations for Best Management Practices (BMPs) will be identified, load and volume reduction analysis completed, drainage modeling conducted.
Deliverable 1: Lincoln Street technical memorandum summary results and planning costs green infrastructure design for up to 5 BMPs, costs, and operations and maintenance plans

Task 1. Conduct watershed modeling for Lincoln Street and upper watershed including: GIS data review, review existing SWMM drainage infrastructure model from CAPE, and a watershed site walk.
Task 2. Conduct analysis for nutrient management and climate adaptation strategies including: Identify locations and types of up to 8 potential BMPs; Analyze benefits of load and volume from WISE design curve; Rerun SWMM drainage model and analyze selected strategy for volume, duration, and flooding extent for 3 alternates; Interim memo of BMPs, results, planning costs, and selection of alternative; and Lincoln Street technical memorandum summary
Task 3. Design Green Infrastructure BMPs for up to 5 locations including: Develop 35% conceptual design drawings for up to 5 BMPs; Site survey for up to 5 BMP locations BMP selection for final design; 95% final design drawings for up to 5 BMPs; and cost estimates and operations and maintenance plans.

Objective 2: Upper Watershed Planning, Modeling and Concept Designs

Measures of Success: For the Upper Watershed, locations for Best Management Practices (BMPs) will be identified, load and volume reduction analysis completed, drainage modeling conducted.
Deliverable 2: Upper Watershed Technical Memorandum Summary Results and Planning Costs; Concept designs, locations, and costs up to 10 BMPs

Task 4. Identify locations and types of up to 10 potential BMPs
Task 5. Conduct analysis of pollutant load and volume reduction benefits using WISE performance curves.

Grantee Initials _____
Date _____

Task 6. Run SWMM drainage model and analyze selected BMP strategy for volume, duration, and flooding extent.

Task 7. Develop Upper Watershed Technical Memorandum Results Summary including 35% concept designs, performance, locations, and costs for up to 10 BMPs

Objective 3: Conduct public outreach

Measures of Success: Two public meetings are conducted; meeting content will include Information about the benefits of nutrient reduction, increased climate resiliency, and monetary value of integrating stormwater management practices with other infrastructure

Deliverable 3: Press releases, meeting agendas, presentations, handouts, and sign-in sheets

Task 8. Meeting 1- Prepare press release, agenda, presentation, handouts, and host meeting. Conducted at approximately 50% design completion with a town board or committee such as the Conservation Commission, Exeter River Study Committee or Board of Selectmen.

Task 9. Meeting 2 - Prepare press release, agenda, presentation, handouts, and host meeting. Conducted at approximately 90% design completion with a town board or committee listed in task 8 or presented at a stormwater related special meeting.

Objective 4: Reporting for nitrogen accounting and climate resiliency

Measures of Success: Documentation of nitrogen reductions and climate resiliency achieved through BMP implementation

Deliverable 4: Final report detailing nitrogen accounting and adaptation measures

Task 10. Develop information to illustrate the types and quantities of BMPs needed to meet nitrogen and climate resiliency goals.

Task 11. Develop specific cost performance information describing cost effectiveness for BMP installations for volume ($/ft3) and nitrogen reduction ($/lb. N).

Task 12. Create final report detailing nitrogen accounting and adaptation measures.

Objective 5: Project meetings and communication

Measures of Success: Project meetings are held with the town and project team members to communicate progress and solicit feedback

Deliverable 3: Agendas, handouts and sign-in sheets for four meetings

Task 13. Host project kick-off meeting with town and project team.

Task 14. Host two interim meetings with town and project team to review concepts and select BMPs (for 35% and final designs).

Task 15. Hold a final meeting for the project team and the town selectboard.

Grantee Initials _____

Date _____

Objective 6: Grant documentation

Measures of Success: Grant documentation, reports, and payment requests are submitted to DES on time and approved

Deliverable 5: Semi-annual reports, final report, payment requests, and financial documentation as required

Task 16. Prepare and submit semi-annual reports June and December during project period. The Town of Exeter will submit semi-annual project reports utilizing templates provided by DES and will include all supporting documentation.

Task 17. Prepare and submit payment requests, match documentation and procurement information during project period as required by DES. The Town of Exeter will submit financial information and supporting documentation to DES using templates and guidance.

Task 18. Prepare and submit final project report. The Town of Exeter will submit a final project report utilizing templates provided by DES and will include all supporting documentation. An electronic version in .pdf format shall be submitted. The final report shall summarize the project and shall include a financial summary of project costs. The following funding credit statement shall appear on all final work products intended for public distribution: "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program." Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on the final report. A Final Report summarizing project activity and task completion to date shall be due no later than June 30, 2017.

Grantee Initials _____

Date _____

Exhibit B
Method of Payment and Contract Price

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and optional matching funds. No matching funds are required, however matching funds are encouraged to demonstrate Grantee commitment. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. The Grantee must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of $75,000.

Grantee Initials _____
Date _____

Exhibit C

Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Requirements of Paragraph 17.1.2 Insurance and Bond shall be $1,000,000 in general liability any one incident and $2,000,000 aggregate.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee.

All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) ***Financial management.*** The Grantee shall comply with 40 CFR 30.21 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR 30.27; and OMB Circular A-122.

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 30.23 and OMB Circular A-122.

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 40 CFR 30.34 through 40 CFR 30.37 and OMB Circular A-122.

Grantee Initials _____
Date _____

VI) ***Debarrment and Suspension.*** The grantee shall comply with 40 CFR 30.13. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 30.40 through 30.47 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) ***Participation by Disadvantaged Business Enterprises.*** The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) ***New Restrictions on Lobbying: Interim Final Rule.*** The Grantee shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

X) ***Drug-Free Workplace.*** The Grantee will comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) ***Bonding requirements.*** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $100,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all

Grantee Initials _____

Date _____

persons supplying labor and material in the execution of the work provided for in the contract.

XII) ***Federal Funding Accountability and Transparency Act (FFATA).*** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data as required under the FFATA. The

Grantee's DUNS number is 79-583-2919.

Grantee Initials _____
Date _____

WATERSTONE ENGINEERNG

STANDARD AGREEMENT

NOT TO EXCEED MAXIMUM FEE AGREEMENT

Project Name: Exeter Phase 1: Lincoln Street Subwatershed Nutrient Control Strategies

Address: 15 Newfields Road, Exeter, NH 03833

Client: Paul Vlasich, Town Engineer, Exeter, NH

Contractor: Waterstone Engineering, PLLC

Date: _____

I (we) [hereinafter referred to as "The Client"] the undersigned agrees to and accepts the following terms and, further, understands that such terms shall apply for the duration of this Agreement with Waterstone Engineering, PPLC. [hereinafter referred to as "Waterstone"].

The Client wishes to engage Waterstone to perform professional services and Waterstone wishes to perform professional services for the Client in an environmentally responsible manner for _ Stormwater Management Designs _the "Project"). In consideration of the above, the Client and Waterstone agree as follows:

1. The total project maximum Not to Exceed fee, including reimbursable expenses, for the work hereupon agreed shall be $75,000 all as more particularly described in the proposal dated March 7, 2016, and attached hereto, the budget and schedule dated March 9, 2016 (Appendix A) and made part of this contract and describes the Project. The Client shall receive an Invoice monthly from Waterstone for work performed and related expenses, incurred during the prior 30-day period (the " billing period"). Waterstone will invoice the Client for services rendered on a Lump Sum and reimbursable expenses are incurred up to a not to exceed fee of $75,000. The scope of work may contain specific budgets by task; billings may exceed the stated budget of individual tasks, but total project billings will not exceed the total project maximum not to exceed fee without a prior contract amendment. Invoices are payable upon receipt. Should Invoices be issued outside of this agreement, bills are due and payable upon receipt. Bills not paid within thirty (60) days shall accrue a late charge of 1.5% of the principal of the billed amount per month. In addition, work on the project by Waterstone may be suspended and data, reports and/or other products withheld, should bills not be paid within 75 days.
2. The following hourly rates for Waterstone personnel shall apply: These rates will remain in effect through January 1, 2017, after which time Waterstone may adjust hourly rates.

	Rate
• Principal	$135/hr.
• Senior Project Manager	$125/hr.
• Project Manager	$120/hr.
• Proj.Engineer/Proj.Scientist/Proj.Landscape Architect	$110/hr.
• Engineer/Scientist/Surveyor	$75/hr.
• Graphics/Landscape Architect/ Env.Scientist/CAD Technician	$65/hr.
• Administrative Assistant	$40/hr.
• Intern	$40/hr.
• 2-Man Survey Crew	$120/hr.

3. The following rates shall apply to routine job-related expenses incurred by Waterstone.

Other direct expenses will be billed at cost:

Mileage Rate: Based on Current Mileage Reimbursement Federally-approved by IRS	Black & White Copies 81/2 x 11 $0.20/page
Subcontractor Costs: Cost plus 15%	Black & White Copies 11 X 17 $0.50/page
Facsimile $1.00/page	Color Prints 8x11 $1.00/page
Telephone $0.50/min.	Color Prints 11x17 $1.50/page
Plotter Prints $1.50/sq.ft.	Mylar Plotter Prints $2.50/sq.ft.

The Client shall be billed for disposable field supplies and/or special equipment, as applicable.

4. Waterstone shall prepare grant reports for town signature as indicated in the grant award conditions. Project findings and reports for which payment has not been received within 60 days of invoice date will be the property of Waterstone and may not be used by the Client for any purpose. Any such use without written consent will be at the Client's sole risk and without liability or legal exposure to Waterstone; and the Client, or whoever shall use said documents in violation of this section, shall indemnify and hold harmless Waterstone from all claims, damages losses and expenses, including attorneys' fees arising out of or resulting therefrom. This section may be specifically enforced by any

court of competent jurisdiction by Waterstone which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this section, together with costs and reasonable attorneys' fees in any action brought to enforce the provision of this Section. Waterstone reserves the right to notify all appropriate regulatory agencies that our firm will provide no further support for any materials or testimonies submitted under our name in the event that bills are not paid.

5. Final reports and presentations shall not be provided if payments are delinquent. Project findings and reports for which payment has not been received within 60 days of invoice date will become the property of Waterstone and may not be used by the Client for any purpose. Any such use without written consent will be at the Client's sole risk and without liability or legal exposure to Waterstone; and the Client, or whomever shall use said documents in violation of this section, shall indemnify and hold harmless Waterstone from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. This section may be specifically enforced by any court of competent jurisdiction by Waterstone, which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this section, together with costs and reasonable attorneys' fees in any action brought to enforce the provision of this Section. Waterstone reserves the right to notify all appropriate regulatory agencies that our firm will provide no further support for any materials or testimonies submitted under our name in the event that bills are not paid.

6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, Waterstone shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of the Agreement.

7. The Client shall at all times indemnify and save harmless Waterstone and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, caused in whole or in part by the acts, omissions or negligence of the Client, its agents, employees, or subcontractors in connection with the project.

8. At any time, either the Client or Waterstone shall have the absolute discretionary right to terminate this Agreement without cause or reason, by giving written notice to the other party by certified mail, return receipt requested to the address listed herein. The termination date of this Agreement shall be the date of receipt of notice or 5 days after the mailing of notice of termination, whichever occurs sooner. Notwithstanding termination of this Agreement, the Client shall be liable for and shall compensate Waterstone for all work performed as of the termination date. Waterstone will deliver to the Client all work products completed as of the termination date for which payment has been received. Upon termination of this Agreement, Waterstone shall not be liable to the Client or any third party for any damages of any kind, including direct, indirect or consequential damages, including, but not limited to damages due to delay, lost revenues and accrued incidental costs. It is understood and agreed that Waterstone will stop work as of the date of termination of this Agreement and will not be responsible for delivery of any additional or future work products.

9. For any damage on account of any error, omission or other professional negligence, the parties agree that to the fullest extent permitted by law, the total liability that Waterstone will be limited to is a sum not to exceed the available proceeds from Waterstone's insurance. This includes any claims or expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs. Maximum total aggregate liability of Waterstone shall not exceed the professional liability insurance coverage available at the time of settlement or judgment.

10. Waterstone shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of Waterstone.
11. All documents including Drawings and Specifications prepared pursuant to this Agreement are instruments of service with respect to the Project. Any reuse or adaptation other than for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Waterstone; and the Client, or whoever shall reuse said documents, shall indemnify and hold harmless Waterstone from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
12. This Agreement represents the entire agreement between the parties regarding this Project. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into the Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and Waterstone.
13. Should a need for further scope or budget revision be identified by either the Client or Waterstone, the party requesting the revision shall notify the other party immediately. All changes to this Agreement must be in writing, signed by both parties.
14. The Client acknowledges that Waterstone is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of Waterstone in the performance of this or any other agreement between the parties shall be made against the PLLC and not against such member, director, officer, or employee individually. Any breach of this section shall entitle such director, officer, or employee of Waterstone to, in addition to all other relief, costs and reasonable attorneys' fees.
15. The invalidity of any portion of this Agreement shall not invalidate the entire agreement. If any portion or clause hereof shall be declared unenforceable or invalid by any court of competent jurisdiction, such portion or clause shall be deemed stricken from the Agreement and the remainder hereof shall be binding upon the parties hereto, their heirs, successors and assigns.
16. The Laws of the State of New Hampshire shall govern this Agreement.
17. All notices sent pursuant to this Agreement shall be sent to Waterstone and to the Client at the addresses listed on the Client Information Sheet attached hereto.
18. Waterstone shall not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to conform to the manufacturer's specifications, product literature or written documents.
19. This Agreement shall inure to the benefit of and be binding upon the executors, administrators and permitted assigns of the parties. No assignment of this Agreement shall be made without the written agreement of both parties.
20. Services do not include legal consultation or constitute legal advice. Appropriate counsel should be employed where warranted.
21. The individual signing below, on behalf of the Client, represents that he/she has full authority to bind the Client to this Agreement.

Digitally signed by Waterstone Engineering, PLLC
DN: cn=Waterstone Engineering, PLLC, o, ou, email=rroseen@waterstone-eng.com, c=US
Date: 2016.03.09 12:49:39 -05'00'

CLIENT

WATERSTONE ENGINEERING, PLLC

DATE

DATE

Proposal Elements and Assumptions:

The above referenced scope of work and budget were developed using the following series of assumptions:

1. Permitting services not outlined in this proposal are not included.
2. Fees for any required permits from the State or Town are not included in our costs.
3. Reimbursable expenses as noted (copies, printing, travel mileage, survey staking materials, contracting, administrative services, etc.) are included in our fee estimate. Additional copies or other reimbursable can be provided at our standard rates.
4. Any meetings, additional work items, extension of the duration of work items, or additional materials not specifically outlined in this proposal will be billed at Waterstone standard rates, with prior client approval.
5. Survey and basemap development assumes that an existing conditions basemap or GIS information is available either through Town or State databases that includes topography, building corners, property lines, edge of pavement, curb, wetland boundaries, and utilities. Additional efforts to identify these items can be provided at our standard rates.
6. This proposal does include the performance of test pits, however, should these services require the operation of an excavator or other equipment, these items are not included.
7. This proposal does not include any geotechnical studies and/or reports.
8. One set of revisions to the conceptual plan, one set of revisions to the 75% draft, and one set of revisions to the final site plan review submittal will be required.
9. Design changes based on preference, and not engineering, requested by peer reviewers or Town/State departments can be made at additional fee.
10. Any substantial revisions to the plans requested by the client or the regulatory agencies once the development of the construction documents has begun will be at an additional cost.
11. This estimate does not include construction services. Waterstone recommends that construction oversight be included.
12. It is assumed that the site is free from prior contamination and no historical and/or archaeological elements are present.
13. Structural design services for retaining walls are not included in the proposal. It is not anticipated that any retaining wall construction will be necessary.
14. In no event will Waterstone be responsible or liable for the contractor's use or administration of personnel, machinery, staging, or other temporary or precautionary construction, safety precautions or procedures, or for compliance by the contractor with the provisions, terms, or specifications of the contract. Observation services provided by Waterstone are solely for the benefit of the owner.
15. In no event will Waterstone be responsible or liable for the security of construction material stockpiled on site.
16. If any of the above assumptions prove to be false, or if work is required beyond the scope as proposed, Waterstone will discuss those needs with you and develop any necessary contract amendments

Appendix A: Itemized Budget and Schedule By Task

Client:	**Town of Exeter, New Hampshire, and New Hampshire Department of Environmental Services, Watershed Management Bureau/Watershed Assistance Section**
Project:	**Exeter Phase 1: Lincoln Street Subwatershed Nutrient Control Strategies**
Project Location:	**Exeter, NH Date: March 9, 2016**
Prepared by:	**R. Roseen, Waterstone Engineering**
Proposed Budget:	**$ 75,000**

Task	Description		Subtask Totals
Objective 1	**Stormwater and Complete Street Design for Lincoln Street**	**$**	**47,500**
Task 1	**Watershed Modeling**	**$**	**4,965**
1.1	GIS Data Review for Lincoln Street and Upper Watershed	$	1,725
1.2	Review existing SWMM Drainage Infrastructure Model from CAPE	$	1,620
1.3	Watershed site walk	$	1,620
Task 2	**Nutrient Management and Climate Adaptation Strategies**	**$**	**12,510**
2.1	Identify locations and types of up to 8 potential BMPs	$	2,070
2.2	Analyze benefits of load and volume from WISE design curves	$	2,790
2.3	Rerun SWMM drainage model and analyze selected strategy for volume, duration, and floo	$	3,900
2.4	Interim Memo of BMPs, Results, Planning Costs, and Selection of Alternatives	$	2,220
2.5	Lincoln Street Technical Memorandum Summary	$	1,530
Task 3	**Green Infrastructure BMP Design for up to 5 BMPs**	**$**	**30,025**
3.1	Develop 35% conceptual design drawings for up to 5 BMPs	$	10,065
3.2	Site Survey for up to 5 BMP locations	$	2,170
3.3	BMP selection for final design	$	780
3.4	95% Final Design Drawings for up to 5 BMPs	$	14,580
3.5	Cost Estimate	$	2,430
Objective 2	**Upper Watershed Planning, Modeling, and Concept Designs**	**$**	**10,875**
Task 4	Identify locations and types of up to 10 potential BMPs	$	1,800
Task 5	Analyze benefits of load and volume from WISE design curves	$	2,790
Task 6	Run SWMM drainage model and analyze selected strategy for volume, duration, and floodir	$	3,900
Task 7	Upper Watershed Technical Memorandum Results Summary	$	2,385
Objective 3	**Conduct Public Outreach**	**$**	**4,170**
Task 8	Meeting #1 @ 50% design, planning and materials preparation	$	2,085
Task 9	Meeting #2 @ 90% design, planning and materials preparation	$	2,085
Objective 4	**Reporting for Nitrogen and Climate**	**$**	**5,160**
Task 10	Develop information for types and quantities of BMPs	$	1,680
Task 11	Develop specific cost performance information describing cost effectiveness for BMP	$	1,740
Task 12	Final Project Report, Nitrogen Accounting, and Adaptation Measures	$	1,740
Objective 5	**Meetings/Communications**	**$**	**3,180**
Task 13	Kickoff Meeting	$	540
Task 14	Project Team Meetings 1 and 2	$	1,080
Task 15	Final Presentation	$	1,560
Objective 6	**Grant Documentation**	**$**	**3,420**
Task 16	Prepare and submit semi-annual reports June and December	$	840
Task 17	Prepare and submit payment requests, match documentation and procurement information	$	270
Task 18	Prepare and submit final progress report	$	2,310
		%	
Total Labor Costs		**$**	**74,305**
Total Direct Costs			**$695.00**
Total Project Costs		**$**	**75,000**
Subcontractors / Lab			

Project Schedule and Milestones By Task

Objective / Task	Milestone	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Objective 1	**Stormwater and Complete Street Design for Lincoln Street**														
Task 1	**Watershed Modeling**														
1.1	GIS Data Review for Lincoln Street and Upper Watershed														
1.2	Review existing SWMM Drainage Infrastructure Model from CAPE														
1.3	Watershed site walk														
Task 2	**Nutrient Management and Climate Adaptation Strategies**														
2.1	Identify locations and types of up to 8 potential BMPs														
2.2	Analyze benefits of load and volume from WISE design curves														
2.3	Rerun SWMM drainage model and analyze selected strategy for volume, duration, and flooding extent for 3 alternates														
2.4	Interim Memo of BMPs, Results, Planning Costs, and Selection of Alternatives														
2.5	Lincoln Street Technical Memorandum Summary														
Task 3	**Green Infrastructure BMP Design for up to 5 BMPs**														
3.1	Develop 35% conceptual design drawings for up to 5 BMPs														
3.2	Site Survey for up to 5 BMP locations														
3.3	BMP selection for final design														
3.4	95% Final Design Drawings for up to 5 BMPs														
3.5	Cost Estimate														
Objective 2	**Upper Watershed Planning, Modeling, and Concept Designs**														
Task 4	**Identify locations and types of up to 10 potential BMPs**														
Task 5	**Analyze benefits of load and volume from WISE design curves**														
Task 6	**Rerun SWMM drainage model and analyze selected strategy for volume, duration, and flooding extent**														
Task 7	**Upper Watershed Technical Memorandum Results Summary**														
Objective 3	**Public Outreach**														
Task 8	**Meeting #1 @50% design, planning and materials preparation**														
Task 9	**Meeting #2 @ 90% design, planning and materials preparation**														
Objective 4	**Reporting for Nitrogen and Climate**														
Task 10	**Develop information for types and quantities of BMPs**														
Task 11	**Develop specific cost performance information describing cost effectiveness for BMP**														
Task 12	**Final Project Report, Nitrogen Accounting, and Adaptation Measures**														
Objective 5	**Meetings/Communications**														
Task 13	**Kickoff Meeting**														
Task 14	**Project Team Meetings 1 and 2**														
Task 15	**Final Presentation**														
Objective 6	**Grant Documentation**														
Task 16	**Prepare and submit semi-annual reports June and December**														
Task 17	**Prepare and submit payment requests, match documentation and procurement information**														
Task 18	**Prepare and submit final progress report**														

Application for Use of Town Facility

Forms submitted to: Town of Exeter, 10 Front Street, Exeter, NH 03833
Fax #: 603-777-1514 email: sriffle@exeternh.gov

Use Request: ☐ Town Hall (Main Floor) ☐ Bandstand ☐ Parking - # Spaces_____Location_____

Signboard Request: ☐ Poster Board Week:_____ ☐ Plywood Board Week: _____

Representative:

Name:_____ Address:_____

Town/State/Zip: _____ Phone:_____

Email: _____

Organization:

Name:_____ Address:_____

Town/State/Zip: _____ Phone:_____

Reservation Details:

Type of Event/Meeting:_____ Date:_____

Times of Event:_____Times needed for set-up/clean-up:_____

# of tables:_____ # of chairs: _____Will food/beverages be served? Yes No

Tech/ AV Services Needed: Yes No Details_____

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 $125 per day. A rental fee waiver may be requested in writing.

Tech/AV Services: There is a fee of $80 an hour for any Tech/AV services needed. Services must be arranged in advance. Email aswanson@exeternh.gov to coordinate.

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

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

Applicant signature:_____ Date:_____

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

Office Use Only:

Liability Insurance: On file ☐ In-process ☐ Fee: Paid ☐ Non-profit fee waiver requested ☐

3/14/16

Facilities Advisory Committee

The purpose of the Facilities Advisory Committee is to review and assess municipally owned facilities and to establish a prioritization of needed facility projects for the Town. These projects are defined in the Town Facilities Plan published by HL Turner Group in December, 2015.

The Committee shall be advisory to the Department of Public Works and the Planning Board (for the Town's Capital Improvement Program). The Committee's recommendations may be included in the DPW capital improvement program. The Committee will report on its work to the Selectboard as needed.

Membership of the Committee shall consist of five residents of the Town appointed by the Exeter Board of Selectmen. Terms of membership shall be one year ending April 30th of each year. The Board of Selectmen shall conduct interviews for each application submitted. Members should have demonstrated experience in facilities planning, architecture, construction management, or some combination thereof. Ideally members will come from a broad constituency and be able to objectively prioritize needs of the Town in this area.

The Committee shall organize and elect officers of Chairman, Vice-Chairman and Clerk serving one year terms each. Terms of officers may be renewed in consecutive years. The Committee may be advised as needed by the Town Manager and staff including the Town Planner, DPW Director, and Maintenance Superintendent.

Advisory Committee recommendations should consider the following: work flow and internal relationships of Municipal Departments serving the Town; efficiency of access to services provided to the general public; acquisition or disposition of properties so as to promote efficiencies in Municipal services to the public; compliance with building codes; energy efficiency; safety and environmental needs of personnel and the general public; security of municipal assets. The Committee shall meet monthly for the first calendar year after establishment and quarterly thereafter in a schedule consistent with the Exeter Town Budget and Capital Improvement Program development schedules.

As a public body serving the Town, the Committee shall abide by State "Right-to-know" laws as enacted under Chapter 91-A of the NH Revised Statutes Annotated. This includes posting meetings, taking minutes, and making minutes available to the public as required.

March, 2016

3/28/16 redraft

Facilities Advisory Committee

The purpose of the Facilities Advisory Committee is to assess and analyze municipally owned facilities in order to prioritize physical plant needs and budgets. The Committee shall identify Capital renewal projects to develop a quantifying data driven facilities assessment and analyze that informs decision makers.

Advisory Committee recommendations shall consider the following:

- Capital projects such as roof replacement, masonry and structural repairs, equipment replacement.
- Annual maintenance and repair which is detail oriented and based on historic information.
- Deferred level of capital replacement needs.
- Specific program and space change projects.
- Work flow and internal relationships of Municipal Departments serving the Town.
- Efficiency of access to services by the general public.
- Acquisition or disposition of properties so as to promote efficiencies in services to the general public.
- Compliance with building codes.
- Energy efficiency.
- Safety and environmental needs of both personnel and the general public.
- Security of municipal assets.

The Committee shall be advisory to the Exeter Planning Board Capital Improvement Plan, Board of Selectmen, Town administration and the annual maintenance schedule of the Department of Public Works.

Membership of the Committee shall consist of five residents of the Town of Exeter appointed by the Exeter Board of Selectmen. Terms of membership shall be ---- years. Members may be re-appointed for subsequent terms. The Committee shall elect offices of Chairman, Vice-Chairman and Clerk serving one year terms each. Terms of officers may be renewed in consecutive years.

The Committee shall meet monthly for the first calendar year after establishment and periodically thereafter to perform a regularly updated assessment and quantification in a schedule recommended by the Committee, accepted by the Board of Selectmen and consistent with the Exeter Town Budget and Capital Improvement Program development.

As a public body serving the Town, the Committee shall abide by State "Right-to-know" laws as enacted under Chapter 91-A of the NH Revised Statutes Annotated.

List for Selectmen's meeting March 21,2016

Abatements

Map/Lot	Location	Refund
96/24	20 Cullen Way	1,289.77
18/5	6 Oaklands Rd	107.27
71/44	90 High Street	1,540.06
71/39	68 High Street	1,251.46
73/259	103 Front Street	1,261.68

Veteran's Credit

Map/Lot	Location	Credit Amount	
64/59	22 Woodlawn Cir	500.00	
64/12	26 Green Street	250.00	50% owner
68/6/542	5 Sterling Hill Lane Unit 542	500.00	

Elderly Exemption

Map/Lot	Location	Exemption Amount
65/151	17 Highland St	236,251
87/18/43	43 Pine Meadows Dr	152,251
104/79/401	401 King Arthur Court	152,251

Disability Exemption

Map/Lot	Location	Exemption Amount
95/64/349	4 Sumac Street	125,000

Discretionary Easement

Map/Lot	Location	# of Acres
52/1	58 Jady Hill Ave	17 acres

List for Selectmen's meeting March 28, 2016

Abatements

Map/Lot	Location	Refund

Veteran's Credit

Map/Lot	Location	Credit Amount
63/157	49 Park Street	500.00
70/86	6 Appledore Ave	2,000.00
71/57	120 High St	500.00

Elderly Exemption

Map/Lot	Location	Exemption Amount
32/12/20	20 Beech Hill MH Pk	152,251

Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833
Faxed #: 603-772-4709 or emailed: sriffle@exeternh.gov

Facility: ☒ Town Hall (Main Floor) ☐ Bandstand ☐ Parking - # Spaces_____ Location_____

Signboard Requested: ☐ Poster Board Week: ☐ Plywood Board Week:

Representative Information:

Name: Kristen Murphy, Planning Department Address: 10 Front Street

Town/State/Zip: Exeter Phone: (603) 418-6452

Email: kmurphy@exeternh.gov Date of Application: 3/24/16

Organization Information:

Name: Exeter Planning Department Address: 10 Front Street

Town/State/Zip: Exeter Phone: (603) 418-6452

Reservation Information:

Type of Event/Meeting: Healthy Lawns Clean Water Lawncare Demo Day Date: 5/14/16

Times of Event: 8:30 am - 12:00 pm Times needed for set-up/clean-up: 8:30 am

# of tables: 4 tables dispersed # of chairs: None Will food/beverages be served? No

List Town equipment you request to use: None

Comments: Requested to use in the event of poor weather. See attached draft outline for event info.

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:_____ Date:_____

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 ☐

PROPOSED FORMAT for

SPRING FOR EXETER'S RIVERS DEMO DAY

(working title! It's all up for grabs.)

9:00 Set up
Folding table with handouts *(Green Grass, Clear Water; How Does Your Lawn Measure Up?; grub product list for 2016, others)*

Stations for circuit (participants rotate in small groups (10-15?) from station to station)
1. Soil testing
2. Choosing fertilizer product and amount
3. Using a spreader

9:30 Check in and day-of registration – folding table and chair, clip board, attendance and contact information list, name tags, etc.
Incentives:
- First 25 pre-registered names get CD with videos of skills.
- All attendee names are entered into drawing for 5? soil tests and 1 rain barrel at close of event.

DOT truck and model available

10:00 Welcome (Exeter efforts, WQ focus, etc.)
Instructions for circuit format and divide into small groups

10:10 Stations: ALL CONDUCTED WITH CONSIDERATION FOR WATER QUALITY PROTECTION
(led by Coop Ext, Sea Grant Ext, Master Gardeners and partners)

#1 Soil testing
Objectives – Participants learn ...
a. How using a soil test can help improve turf health and water quality, and save time, effort and $$.
b. When to do soil test
c. How to access and fill out soil test form
d. How to collect sample, dry it, label bag, fill bag and mail
e. How to read and interpret the results.
f. How to act on the results.

Supplies - sample soil test forms, sample soil test results, trowel, pie tin, bucket of dirt?, writeable zip lock bag, etc

#2 Choosing fertilizer product and amount
Objectives – Participants learn ...

a. How to determine whether or not fertilizer is needed.
b. If needed, the importance of following the instructions on the bag to avoid overapplying!
c. How to estimate/calculate square area of the lawn to be fertilized.
d. How to select a product
e. How much to apply (and how many applications to make)
f. When to apply and when not to apply

Supplies – sample bags of fertilizer, lime, measuring wheel, calculator or smart phone, visual on turf growth, etc.

#3 Applying product with a spreader

Objectives – Participants learn …

a. The value of using a spreader, kinds available and where to borrow or buy one
b. How to calibrate spreader
c. How to use spreader
d. What to do with leftover product
e. The importance of not overapplying

Supplies –tarp, fertilizer, spreader, dust brush, scale, etc.

11:20 AM? Wrap Up, Evaluations, Giveaways and Drawings

Town of Exeter
Disposal of Surplus Property

Date	Department	Account #	Contact	Phone
2/26/16	Public Works		Kevin Smart	603-773-6162

Items To Be: Sold: ☑ Disposed of: ☐

Item Description	Serial No.	Estimated Value	Item Location
6' 71 Detroid Diesel Emergency Fire pump 238 HD		$3500	Epping Rd water tower
170 HP nat. gas engine w/emerg water supply pump	857268	$1500	Simpson Barn
Intl diesel 20kw generator wastewater pump stn		$2000	Simpson Barn
Generac/olympian 15kw generator water pump stn		$1200	Simpson Barn
4 cyl. natural gas			
Reading truck cap for S-10		best offer	Simpson Barn

Has electronic date been erased? Yes ☐ No ☐

Justification:
Obsolete equipment from updating pumping stations

Authorizations

Department Signature		Board of Selectmen, Chair	
Date: 2/26/16	Printed Name: Jennifer Perry	Date:	Printed Name:

Town of Exeter
Disposal of Surplus Property

Date	Department	Account #	Contact	Phone
2/26/16	Public Works			

Items To Be: Sold: [X] Disposed of: [ ]

Item Description	Serial No.	Estimated Value	Item Location
6" 71 Detroit Diesel Emerg. Fire Pump - Epping Rd			
Water Tower 238 H.P.		$3,500.00	Simpson Brn.
170 H.P. Nat Gas Engine w/Emerg.			
Water Supply Pump.	857268	$1,500.	Simpson Brn.
International Diesel 20KW		2,000	" "
Generator w/w pump Sta			
Generac/olympian 15KW			
Generator water pump Sta.		$1,200	"
4 Cyl. Nat Gas.			
Reading Truck Cap for S-10		best offer	"

Has electronic date been erased? Yes [ ] No [ ]

Justification:
obsolete equipment from updated pumping stations

Authorizations

Department Signature		Board of Selectmen, Chair	
Date:	Printed Name:	Date:	Printed Name:

The following items will be put out for bid on publicpurchase.com:

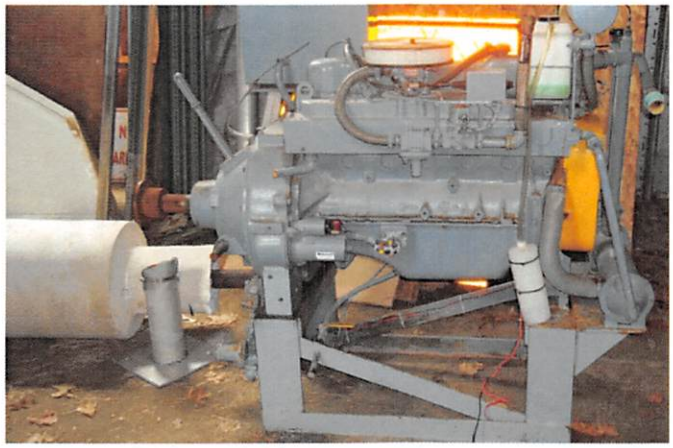
Public Purchase is an online tool to make the bidding/purchase process easier to manage (similar to Ebay). Streamlines the procurement process and expedites the bid process with customized solutions that ultimately lead to lower costs. It will help control the bidding process eliminating the time to advertise for bids, manages a bidder list, and evaluates each bid received.

6-71 Detroit diesel engine

7.0L (426 cid) 238hp (est.)
Approximate manufacture date is mid 1980's

964 original hours on motor

Includes mounting bed, power take off, large muffler/piping, & water pump. Used prior as an emergency fire pump.



4.9 L (300cid) 170hp (est.)
Natural Gas Powered
Manufactured in mid 1990's
641 hours on motor

Includes mounting bed, power take off, large muffler/piping, fresh water heat exchanger & control panel. Used as an emergency water supply pump.
Serial# 857268

International Diesel Electric 20KW Generator

4 cyl. Diesel powered, 768 hours run time
Approximate date of manufacture mid 1980's
Prior used as emergency power for waste water pump station.

Generac/Olympian 15KW generator

4 cyl. Natural gas powered, 61.5 hours run time
Manufactured in 1997
Prior used as emergency power for water water pump station.

275 gallon upright fuel tank with steel containment tub. Used prior as diesel fuel storage.

Contracted Scrapper items:

Hot box frame - going to contracted scrapper

Rodder machine – going to contracted scrapper

Green aluminum boat – damaged - NOT for sale, to be crushed.

Red aluminum boat – damaged - NOT for sale, to be crushed.

Tall Reading steel truck bed cap

Full side and rear doors, side tool trays. Approximately 74" long. Previously installed on a 1996 Chevrolet s10.

Dump hopper - keeping

TOWN OF EXETER, NEW HAMPSHIRE

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

March 10, 2016

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

Ref: March 9th, Dry Weather SSO Event within the Town of Exeter, NH; NPDES Permit# 0100871

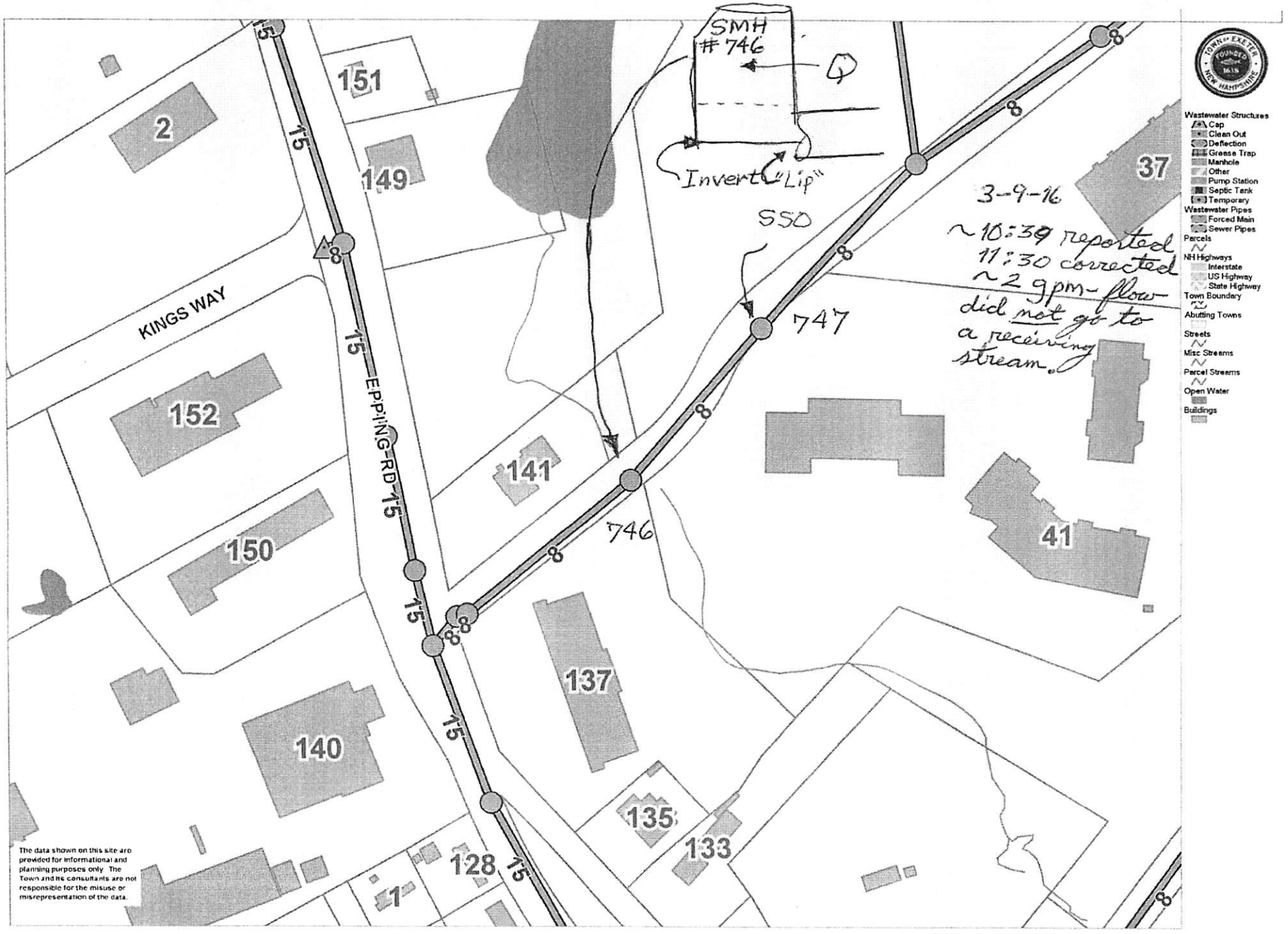
Dear Ms. Hilton:

There was a non-wet weather sanitary sewer overflow (SSO) event reported to the Town approximately 10:39 a.m. Wednesday, March 9, 2016 by Greg Blood, K.G. Blood Contractors, who first noted the overflow from sewer manhole (SMH) # 747 on Industrial Drive. The flow (Q) was estimated at 2 gpm and the overflow ceased at 11:30 am following jet/vactor truck cleaning, total estimated volume equals 102 gallons. Response and clean up was per the Town's Sewer Overflow Response Plan (SORP). The SSO did not flow to a Town storm water catch basin or directly to any receiving stream-the area affected was a wide paved flat industrial access road.

Town staff performed camera inspection of the sewer immediately downstream of SMH #747 at #746 and it was noted that the 8" SDR 35 was badly misaligned and sagging as it entered #746. This was the cause, not FOG or lack of cleaning. The misalignment and sag cause upstream sewage flow to deepen and be dammed before it can enter the now higher in elevation SMH invert. A drawing, map and pictures have been attached. The Town will schedule a repair to prevent a reoccurrence. It should be noted this sewer was part of a 2009 new culvert project.

Sincerely,
Steve Dalton
Steve Dalton
Senior Operator
Town of Exeter

Cc: Stephanie Larson, NHDES
Russ Dean, Town Manager
Jennifer Perry, Public Works Director
Michael Jeffers, W&S Managing Engineer
Scott Butler, Operator



0 230 460 ft

Printed on 03/09/2016 at 12:39 PM

Exeter DPW MapsOnline

STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY
John J. Barthelmes, Commissioner

Division of Fire Safety
Office of the State Fire Marshal
J. William Degnan, State Fire Marshal

Office: 110 Smokey Bear Blvd., Concord, NH
Mailing Address: 33 Hazen Drive, Concord, NH 03305
PHONE 603-223-4289, FAX 603-223-4294 or 603-223-4295
TDD Access: (7-1-1) ARSON HOTLINE 1-800-400-3526

March 7, 2016

Dear Administrator,

The NH Bureau of Tramway and Amusement Ride Safety regulates amusement rides and devices through the New Hampshire Division of Fire Safety, or Fire Marshal's Office. 'Bounce House' inflatable – type devices meet the definition of an amusement ride, and are regulated if they are 'open to the public'. This means that if an inflatable device is used at a private residence, then it is not regulated, but if it is used for any other use, such as a church gathering, old home day, or school function, for example, then it is regulated, and needs to be registered. This poses a challenge for our two inspectors statewide, as we find it impossible to know where and when these devices are used, because of the relative simplicity of setting them up and operating them.

We are therefore reaching out to the town administrators in hopes that we can 'get the word out' that these devices come with particular risks, and are regulated in an effort to minimize those risks. Please pass this message on to the police and fire departments, so that they can be on the lookout for these devices.

Each registered device will have a New Hampshire Decal with the current year and a number. The operator should also have on hand a copy of the registration documents and an insurance certificate. If an operator does not have this, then operation of the device is in violation of RSA 321-A.

Please keep our contact information available, and feel free to contact us if you have a question regarding amusement devices.

Thank you for your help with this,

W. Briggs Lockwood

Chief, Tramway and Amusement Ride Safety

New Hampshire Department of Safety

Contact Information:

Briggs Lockwood: Phone: 603-630-4553

E-Mail: WBriggs.Lockwood@dos.nh.gov

Nancy Ettelson Phone: 603-717-6853

E-Mail: Nancy.J.Ettelson@dos.nh.gov

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL

February 29, 2016

Brian J. Fieldsend
97 Portsmouth Avenue
Exeter, NH 03833

Re: Town of Exeter Water Department
Our File No. 2016118189

Dear Mr. Fieldsend:

The Consumer Protection and Antitrust Bureau reviewed your complaint about the above-referenced business.

Given the nature of your concerns, your complaint is being referred to the Town of Exeter, telephone number If they are able to assist you, they will contact you directly.

Sincerely,

Kathleen B. Vattes

Kathleen B. Vattes
Paralegal II
Consumer Protection and Antitrust Bureau
(603) 271-1301
kathleen.vattes@doj.nh.gov

KBV/mjt
Copy to: Town of Exeter
10 Front Street
Exeter NH 03833

Town Manager's Office
MAR - 4 2016
Received

Town Manager's Office
MAR - 4 2015
Received

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION AND ANTITRUST BUREAU
33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301
TEL.: (603) 271-3641
FAX: (603) 223-6202
TOLL FREE: (888) 468-4454

CONSUMER COMPLAINT FORM

Please type or print neatly. Answer all questions as completely as possible. Attach copies of all relevant documents to your complaint.

Consumer Information

Mr. ☐ Ms. ☐ Mrs. ☐ Name: BRIAN FIELDSEND / BLUE Ribbon dry Cleaners

Mailing Address: 77 PORTSMOUTH AVE
EXETER NH 03833

Home Telephone: 772 5249 Work Telephone: 772 5761

E-mail (If You Check it Regularly) BLUECLEANER@AOL.COM

Complaint Against (Business Address Required):

Name: Town of EXETER, WATER Dept.

Address: 10 FRONT ST.
EXETER NH

Telephone: 772 80

Internet Web Address: EXETERNH.GOV

General Information

1) Have you complained to the business? Yes ✓ No ____

Please enclose a copy of the complaint and the reply from the business, if applicable. NO Reply

2) Product or service you purchased: WATER + Sewer

3) Date of purchase: every DAY Amount Paid: ____

4) Did you sign a contract? Yes ☐ No ☑

5) Did you receive a warranty? Yes ☐ No ☑

6) Did you buy an extended warranty or service plan? Yes ☐ No ☑

7) Payment Method Cash ☐ Check ☑ Credit Card ☐ Debit Card ☐ Loan ☐

8) Was the product or service advertised? Yes ☐ No ☑ NOT CLEAN

Radio ☐ TV ____ Internet ____ Mail ____ Other ____

9) Have you hired a lawyer? Yes ____ No ✓

If yes, please provide lawyer's name and address: _____

10) Have you contacted any other agency? Yes ____ No ✓

If yes, please provide agency's name and address: _____

11) May we contact the business? Yes ✓ No ____

Please Note: If you answer no, the Bureau will not mediate your complaint. If you answer yes and we contact the business, your name will be disclosed.

Please provide a brief explanation of your complaint. Include the problems you are experiencing and what you think is a fair resolution. Attach additional pages, if necessary. We will contact you, if more information is needed.

Exeter charges more for water from certain users, and sewer rates unequitable.

Please read before signing below. In filing this complaint, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or person the complaint is directed against, or to other governmental or law enforcement agencies, or public interest consumer advocates, including the Legal Advice and Referral Center, New Hampshire Legal Assistance, Franklin Pierce Law Center Legal Practice Clinic, Better Business Bureau and the Pro Bono and Lawyers Referral Programs of the New Hampshire Bar Association.

The above complaint is true and accurate to the best of my knowledge.

Date: 2-7-16 Signature: [signature]

	Plus $.25 per page
Photocopies:	
Accident report to 6 pages	$ 25.00
Offense report to 6 pages	$ 10.00
Each add'l page after 6	$ .50
Copies Non-reports	$ .50
FI Cards/Record	$ 10.00
Animal Control Pick-up	$ 25.00
Fingerprinting	$ 10.00

Off-Duty Police Duty:

a) $ 40.00 – 4-hour minimum to Officer assigned;
$ 50.00 – cost per hour to customer

b) $ 10.00 per hour for vehicle (eff. 2/7/06)

Parking Ticket:	
1st Offense	$ 10.00
2nd Offense	$ 15.00
3rd Offense	$ 25.00
No Parking Area	$ 25.00
Parked in Crosswalk	$ 25.00
Loading Zone	$ 25.00
Blocking Driveway	$ 25.00
Fire Hydrant	$ 25.00
Fire Lane	$ 25.00
Winter Parking Ban	$ 25.00
Parked on Sidewalk	$ 25.00
Double Parked	$ 25.00
Parked in Wrong Direction	$ 25.00
Handicapped Parking Space	$100.00 each offense
Press Pass	$ 5.00

PUBLIC WORKS:

Driveway permit	$ 10.00
Plan/Map copy	$ 7.00
Excavation permit	$100.00
Storm Drainage Entrance fee	$ 50.00

WATER & SEWER:

Water Rates: (adopted 11/22/10, implemented in the 3/11 billing cycle)

Service Charge:	$28 per meter per quarter
Usage Charge:	Tier 1: Up to 29,999 gallons: $6.86 per 1,000 gallons
	Tier 2: From 30,000 to 194,999: $7.45 per 1,000 gallons
	Tier 3: Over 194,999 gallons: $8.00 per 1,000 gallons

Sewer Rates: (adopted 11/22/10, implemented in the 3/11 billing cycle)

Service Charge:	$28 per meter per quarter
Usage Charge:	Tier 1: Up to 29,999 gallons: $4.44 per 1,000 gallons
	Tier 2: From 30,000 to 194,999: $5.23 per 1,000 gallons
	Tier 3: Over 194,999 gallons: $5.62 per 1,000 gallons

A recent article in the Exeter News Letter stated the following:"According to MRI, Exeter suffers from a perception of being unfriendly towards business and development,..."
If the debt service and infrastructure costs are requiring a water rate increase, part of the needed monies should be factored into the actual tax rate. When a property has access to water in town, it is valued more highly than when there is no water available to a property, according to retired tax assessor John Divitori. Some of the property taxes should go for basic costs of the system, and be borne by all residents. Taxpayers who do not use the schools still must pay the school portion of the tax rate,

The state of California's supreme court recently ruled that tiered water rates were illegal and unconstitutional. Since water is a service it is illegal to charge more from one user to another. I intend to challenge Exeter's unfair water rates.

If the board does not agree at this time that tiered rates are illegal, then would you consider raising the rates equitably, by the same dollar amount per gallonage for all tiers, instead of the same 20% for all tiers, which is more per gallon at the top tier than at the lower tiers.
According to page 29, paragraph 6 of Missouri Ratemaker, (Missouri Ratemaker was used to originally set the tiered rates, info for the newer Selectmen) unless high volume users are the reason for needed monies, and not the increased homes, as I believe is the case, the debt and operating costs are not the fault of the largest users. What per cent of water was used by the

Jan. 9

No Response from Exeter

largest 20 users in 2006, and what is that per cent now? The basic user should bear their fair share of the costs. Has the water committee factored all variables into the Ratemaker model program to set the new rates?

Thank you.

Yours truly,
Brian Fieldsend

3/21/2016

Truck Traffic

To Whom It May Concern I am writing this grievance or concern to let an official or officials to be aware of the truck traffic on Washington St in Exeter particularly oil trucks. I understand and live on Washington Street am very aware that Washington St is a major cut through street to get from 111 Front St to 111A, 27 Epping rd. However when I see local oil trucks Buxton and Hartman oil cutting through just to get to their dispatch or place of business that in my eyes is wrong and not obeying traffic laws I feel as though they should follow the towns ordnances when they are based right out of Exeter. Washington Street is clearly marked on both ends no thru trucking in excess of eight tons except local delivery. There are more companies that do use the road for a cut through as well. My complaint is who enforces these trucks from improperly using streets marked such as Washington Street. I to drive commercial vehicles and am aware of the "truck route" for Exeter and I'm sure these companies are to. But I feel as though there not always enforced because the companies are "delivering" product. And no one questions it when seen by a police officer. I can honestly say I have followed several oil trucks from one end of the road to the other end and they did not make one stop on Washington Street McKinley Street or Spruce Street both are off of Washington Street to be in the ordnances of local delivery. So again I'm aware of the street being a major cut through and there are other streets in Exeter to enforce laws on but am very concerned about making sure a busy street is a safe street for those who live on it and use it.

Thank you very much

Dennis J Perkins Jr

87 Washington Street Exter Nh

Dperkins79@hotmail.com

ROCKINGHAM
PLANNING
COMMISSION

156 Water Street, Exeter, NH 03833
Tel. 603-778-0885 ◆ Fax: 603-778-9183
email@rpc-nh.org ◆ www.rpc-nh.org

March 18, 2016

Julie Gilman, Chairwoman
Exeter Board of Selectmen
10 Front Street
Exeter, New Hampshire 03833

Dear Ms. Gilman:

Thank you for Exeter's continued support for regional planning in Southeastern New Hampshire. The Rockingham Planning Commission is always eager to be of service to your board and the Land Use Boards and local officials in Town.

In order for staff to continue to provide planning service to our member communities, we need your membership dues for 2016. Membership dues fund the continued general operation of the Commission, as well as specified assistance provided to our members. Dues for Exeter this year are $11,827 which is based on the rate of $0.97 for the first 10,000 in population and $0.485 per capita for the remainder. An invoice is enclosed for bookkeeping purposes.

We look forward to working with you through the coming year. Once again, thank you for your support.

Sincerely,

Phil Wilson

Phil Wilson
Chairman

cc: Kelly Bergeron, Planning Board Chair
Dave Sharples, Town Planner
Russell Dean, Town Manager
Gwen English, Don Clement, Langdon Plumer and Katherine Woolhouse, RPC Commissioners

Town of Exeter

Russ Dean <rdean@exeternh.gov>

Fwd: Representative Round Table

Todd Deluca <todd@exeterarea.org> Tue, Mar 1, 2016 at 3:20 PM
To: Russ Dean <rdean@exeternh.gov>

Hi Russ,
I sent this to the selectmen and forgot to include your address.
Hope to see you there.
Todd

——— Forwarded message ———
From: **Todd Deluca** <todd@exeterarea.org>
Date: Tue, Mar 1, 2016 at 3:19 PM
Subject: Representative Round Table
To: Selectmen@exeternh.gov

Dear Exeter Selectmen and Mr. Dean,

I am writing to invite you to an Exeter Area Chamber of Commerce Representatives Round Table event scheduled for June 14, 2016.

The event is designed to be an informal information exchange between local area business people and their elected representatives. We are inviting all area state representatives, state senators and local town officials.

The event is from 8:00 am until 9:30 a.m. at The Exeter Inn and includes breakfast. The following is our tentative agenda.

7:30-8:00 a.m.	Check In
8:00-8:30 a.m.	Breakfast and informal discussion
8:30-9:00 a.m.	Representative Self Introduction
9:00-9:30 a.m.	Q & A

We would appreciate your RSVP as soon as possible in order to finalize event plans.

If you have any questions, please feel free to call me at 603-772-2411. Thank you for your time.

Kind Regards,

Todd Deluca
Exeter Area Chamber of Commerce President

EXETER AREA
CHAMBER OF COMMERCE

Town of Exeter

Russ Dean <rdean@exeternh.gov>

Citizens' Petition: Pedestrians prohibited from roadways by State law

Brian Griset <grisetandsons@comcast.net> Thu, Mar 17, 2016 at 8:31 PM
To: Selectmen@exeternh.gov, Jennifer Perry <jperry@exeternh.gov>, Russ Dean <rdean@exeternh.gov>

Board of Selectmen, in light of the approval of the citizens petition regarding narrowing road ways to allow more room for pedestrians and bicyclists on those roadway I felt it would be beneficial to you to be aware of NH State law regarding pedestrians in roadways.

I provided this information to the outgoing Chief of Police just prior to his retirement but never heard back from him or discussion of the issue with the Board of Selectmen.

Highlighted in red below State Statute Section 265:39 regarding pedestrians on roadways. Please note that State law prohibits pedestrians on any roadway that has a sidewalk adjacent to it. As sidewalks are a requirement for all streets within the Town of Exeter I do not see the see the need to expend taxpayer funds money for of relocating the roadway lines. I have also include the other relevant statutes related to pedestrians in roadways. I would appreciate an acknowledgement of your receipt of this email and hope there will be a discussion of this issue at your next Select Board meeting.

Thank you for your time and consideration of this matter.

Brian Griset, Exeter, NH

Section 265:39

265:39 Pedestrians on Roadway. –
I. Where sidewalks are provided it shall be unlawful for any pedestrian to walk along and upon an adjacent roadway.
II. Where a sidewalk is not available, any pedestrian walking along and upon a way shall walk only on a shoulder, as far as practicable from the edge of the roadway. Where neither a sidewalk nor a shoulder is available, any pedestrian walking along and upon a way shall walk as near as practicable to an outside edge of the roadway, and if on a two-way roadway, shall walk only on the left side of the roadway.
III. Except as otherwise provided in this chapter, any pedestrian upon a roadway shall yield the right of way to all vehicles upon the roadway.

Source. 1955, 295:1. RSA 263:45-a. 1963, 330:1. RSA 262-A:37. 1981, 146:1; 479:37, eff. Jan. 1, 1982 at 12:01 a.m.

Section 265:146

265:146 Permits. – The mayor of a city, or selectmen of a town, may, in their discretion, upon any special occasion, grant permits to any persons to ride bicycles or mopeds, at any rate of speed, for a time not exceeding one day upon specified portions of the public ways of such city or town, and may annex such other reasonable conditions to such permits as they may deem proper.

Source. 1897, 93:3. PL 90:16. RL 106:16. 1945, 188:1, part 20:16. RSA 250:16. 1981, 146:1, eff. Jan. 1, 1982.

265:34 Pedestrians Subject to Traffic Signs and Regulations. – A pedestrian shall obey the instructions of any traffic sign or regulation specifically applicable to him, unless otherwise directed by a police officer. Pedestrians shall be subject to traffic and pedestrian control signals as provided in RSA 265:9 unless required

by local ordinance to comply strictly with such signals. At all other places, pedestrians shall be accorded the privileges and shall be subject to the restrictions stated in this chapter.

Source. RSA 262-A:32. 1963, 330:1. 1981, 146:1; 479:33, eff. Jan. 1, 1982 at 12:01 a.m.

Section 265:35

265:35 Pedestrian's Right of Way in Crosswalks. –

I. When traffic control signals are not in place or not in operation the driver of a vehicle shall yield the right of way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling, or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

II. No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard.

III. Paragraph I shall not apply under the conditions stated in RSA 265:36.

IV. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

Source. 1949, 212:1. RSA 263:45. 1963, 330:1. RSA 262-A:33. 1981, 146:1; 479:34, 35, eff. Jan. 1, 1982 at 12:01 a.m.

Section 265:36

265:36 Crossing at Other Than Crosswalks. –

I. Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right of way to all vehicles upon the roadway.

II. Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right of way to all vehicles upon the roadway.

III. Between adjacent intersections at which traffic control signals are in operation pedestrians shall not cross at any place except in a marked crosswalk.

IV. No pedestrian shall cross a roadway intersection diagonally unless authorized by traffic control devices; and, when authorized to cross diagonally, pedestrians shall cross only in accordance with the official traffic control devices pertaining to such crossing movements.

Source. RSA 262-A:34. 1963, 330:1. 1981, 146:1, eff. Jan. 1, 1982.

Section 265:37

265:37 Drivers to Exercise Due Care. – Notwithstanding the foregoing provisions of this chapter or the provisions of any local ordinance, every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian or any person propelling a human-powered vehicle and shall give an audible signal when necessary and shall exercise proper precaution upon observing any child or any obviously confused, incapacitated or intoxicated person.

Town of Exeter

Russ Dean <rdean@exeternh.gov>

Fwd: FYI

William Shupe <wshupe@exeternh.gov> Fri, Mar 18, 2016 at 10:07 AM
To: Russ Dean <rdean@exeternh.gov>

Good morning Russ,

I could not have written this any better and this would be my position as well. I have a feeling if word spread that my department was issuing state citations for all pedestrians that cross Water St outside of a crosswalk, our town would not exactly have a friendly image. I know I will never make all people happy, but since January, it seems to me that people are looking for change. So, education and friendly reminders seem to be a good approach and I would expect that any blatantly dangerous incidents witnessed by my officers are handled appropriately.

Bill
——— Forwarded message ———
From: **Richard Kane** <rkane@sau16.org>
Date: Wed, Mar 16, 2016 at 7:20 AM
Subject: FYI
To: William Shupe <wshupe@exeternh.gov>

To: Mr. Russ Dean, Town Manager

From: Chief Kane

Ref: Jay Walking

Jay walking is generally defined as pedestrians crossing a street without the aid of a crosswalk or signal. There is no town ordinance or state law that prohibits "jay walking". I have attached NH RSA's that deal with pedestrians Rights and Duties. In reviewing these it is clear that pedestrians and vehicle operators have responsibilities. In RSA 265:36 "every pedestrian crossing a

roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right of way to all vehicles upon the roadway". Under RSA 265:35 "No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard". Pedestrians do have a duty to use care when crossing a street. An officer could write a state summons under the motor vehicle code in either one of these cases.

In doing some review of other towns it does not appear that many if any have ordinances against jay walking. There does not seem to be much police enforcement across the state unless there is a particular street that has a history of pedestrian accidents at a particular intersection.

I reviewed our police records on pedestrian vs. motor vehicle accidents. Since January 2010 we investigated 6 accidents involving pedestrians five were struck in a crosswalk and one was struck crossing a street without a crosswalk on it. The one without a crosswalk could have been issued a summons in that case but was not. It would appear to me in reviewing the cases that we do not have an issue with "jay walking" that results in accidents. That being said, in our downtown there are obviously many people who cross the street not using a crosswalk. Under the law if they yield to traffic there is no violation. There is always the potential that a pedestrian could be hit and if there is a major concern from the public on this issue I would suggest that the town take an educational approach on the issue. I would recommend educating people of the dangers of not using a crosswalk such as signs in the downtown area, using the message board throughout the year, social media messages and friendly reminders from officers that observe the behavior. Writing a summons should be the last resort unless the case is so blatantly obvious that it may require one.

I can have officers do a directed patrol on the mountain bikes and motorcycle to stop and remind pedestrians of the dangers of not using the crosswalk.

If you have any other questions or concerns please call me.

Richard Kane
Coordinator of School Safety and Security
SAU 16 Exeter NH

Town of Exeter

Russ Dean <rdean@exeternh.gov>

Open position for full member of the Planning Board

Kathy Corson <kathykcorson@gmail.com> Fri, Mar 25, 2016 at 7:24 AM
To: Russell Dean <rdean@exeternh.gov>, "Julie D. Gilman" <juliedgilman@comcast.net>, Don Clement <dclement43@comcast.net>, Nancy Belanger <nbelanger@exeternh.gov>, "Daniel W. Chartrand" <dchartra@rcn.com>, Anne Surman <annesurman3@gmail.com>

It came to my attention last night that Ken Knowles would be stepping down from his full member position with our Planning Board. I would like this email to be my official request to be considered as a full member of the Planning Board. Last year I was denied even the consideration and I feel that my loyalty and service to the town as a trusted and respected volunteer would be enough for you to at least have a public discussion on the subject. If you choose to have a public discussion on this subject, I would like to be notified and be present.

Thank you so much for your consideration and I look forward to serving the town in years to come.

–
Kathy Corson
(603)686-9600

Find my work email at www.kathycorson.com or just email me at Kathy.corson@beangroup.com

Town of Exeter

Russ Dean <rdean@exeternh.gov>

FW: Dumbfounded again

Julie D Gilman <juliedgilman@comcast.net> Thu, Mar 24, 2016 at 9:05 AM
To: Kathy Corson <kathykcorson@gmail.com>
Cc: Anne Surman <annesurman3@gmail.com>, Don Clement <dclement43@comcast.net>

It was just a suggestion. It was not intended as an either/or recommendation.

Julie

From: Kathy Corson [mailto:kathykcorson@gmail.com]
Sent: Thursday, March 24, 2016 8:29 AM
To: Julie D. Gilman
Cc: Anne Surman; Don Clement
Subject: RE: Dumbfounded again

After last night's meeting which proved to me and 90% of the people in the room that an EDSP was not something Darren knew how to write then I feel it's my duty as a citizen to report my concerns to an elected official.

When a town employee holds a public meeting and then at the end tells everyone there that this was a "secret" meeting that one can get a special password for to access it on YouTube then it's time for you as elected officials to put someone on "double secret" probation since this is what it's come to. It's all laughable. I'm reaching out to my elected officials since that's what you signed up for.

I don't wish to work with Russ Dean on this matter as he has been working against with with his friend Dan for the last number of years.

On Mar 24, 2016 7:36 AM, "Julie D Gilman" <juliedgilman@comcast.net> wrote:

Kathy,

Your observations and suggestions are good. We've changed the web site and we're also reaching out to property owners directly,

We had been expecting the Chairs of Boards and Commissions to pass such information on to members directly as it was recommended at the All Boards meeting. We'll make that clear in the future. I'd like to suggest that in addition to contacting Selectmen you have a discussion of your concerns directly with the Town Manager.

Thanks for your input,

Julie

From: Kathy Corson [mailto:kathykcorson@gmail.com]

Sent: Wednesday, March 16, 2016 5:04 PM
To: Anne Surman; Don Clement; Julie D. Gilman
Subject: Dumbfounded again

Thanks to Ginny who sent me the agenda for the EDSP public input session I got this link to the agenda.

http://exetermh.gov/sites/default/files/meetingagendas/economic_development_strategic_plan_community_input_sessions.pdf

Questions I have:

What part of this is an agenda?

Who is "I" in this whole thing? I'm looking at this as a citizen that may want to participate but doesn't know the players.

And how can you put on the website under upcoming events "EDSP Public Input" and expect people to want to click on it and find out more about it. But if you put up Economic Development Strategic Plan Public Input Session I think you would have some interest.

Is this professional?

–

Kathy Corson

(603)686-9600

Find my work email at www.kathycorson.com or just email me at Kathy.corson@beangroup.com

Town of Exeter

Russ Dean <rdean@exeternh.gov>

Password to our meeting last night

4 messages

Kathy Corson <kathykcorson@gmail.com> Thu, Mar 24, 2016 at 12:41 PM
To: Russell Dean <rdean@exeternh.gov>, Darren Winham <dwinham@exeternh.gov>, Don Clement <dclement43@comcast.net>

As I didn't stay for the remainder of the edsp meeting last night I was told the only way to access this meeting would be with a password. Since it was a public meeting I would like the password so I can give it out to my fellow citizens of Exeter through my social media sites.

The meeting last night was not productive in my opinion and showed that the edsp has not even gotten off the ground. The us versus them mentality of the meeting was disappointing and very counterproductive. A clear agenda with some flow would have been refreshing. Not working with certain groups within our town and marginalizing citizens and volunteers has produced an atmosphere of hatred which will continue if we don't find some common ground.

Darren Winham <dwinham@exeternh.gov> Thu, Mar 24, 2016 at 2:25 PM
To: Kathy Corson <kathykcorson@gmail.com>
Cc: Russell Dean <rdean@exeternh.gov>, Don Clement <dclement43@comcast.net>, Julie Gilman <juliedgilman@comcast.net>, Nancy Belanger <nbelanger@exeternh.gov>, Anne Surman <beautifuljoe@myfairpoint.net>, "Daniel W. Chartrand" <dchartra@rcn.com>

To Whom It May Concern:

The public input session (not warned meeting) was taped so that I would have a tool to refer to as I garner public input. My budget is such that I cannot hire a secretary and if I took notes, I would not be able to participate. The purpose of the session as noted in the Exeter News-Letter (http://www.seacoastonline.com/article/20160317/NEWS/160319205/0/SEARCH) was "for residents to let (Winham) know what they want to see in the town's various districts and corridors as Exeter looks to expand its tax base with further commercial development. To that end, he has scheduled a series of visioning sessions." It is my intention to be as inclusive as possible in this process as evidenced by online questionnaires and newspaper articles. As I stated at last night's meeting, my challenge is trying to get to the public that is not currently engaged to weigh in.

I misspoke when I used the word 'password'. What I meant was 'address'. The electronic address for the YouTube video will be posted on our website once it is available.

Crafting the EDSP is incredibly challenging from an employee standpoint. I've never written one as anything but a consultant. A consultant can gather data, hold minimal public input sessions, consider land-use, and craft an action plan. Generally, this costs a community about $50 - $60K and consists of between thirty and seventy pages. The action steps in the EDSP I would have crafted three months ago would be, I believe, in direct contradiction to what I estimate will come out of the Master Planning process. It would be completely counterproductive to not have the EDSP be a supportive document to the Town Master Plan and I have thus re-calibrated my efforts, timeline and even perspective on same. In the same article, it was noted: "It's important that the EDSP complement and, as much as possible, not contradict the Master Plan — particularly the Economic Development and Land Use sections — and help kick off the process for the same," he said. "If it doesn't mesh with the Master Plan, we have a problem."

In a meeting this morning to discuss the EDSP and Master Plan, the new Planning Director, Dave Sharples, and I agreed upon the necessity of both efforts working together and being rolled out in the same time frame. As I mentioned at the meeting last night, I hope to work with the to-be-assigned Master Plan Committee of the Planning Board on both endeavors. To that end, the EDC has formed a subcommittee that stands ready to assist with the Economic Development Chapter of the Master Plan.

I feel I've been very consistent in my message, especially over that past six months, that I stand ready to work with any party, public or private, to develop sustainable economic development on Epping Road or anywhere in Exeter. I honestly don't know what form that will take and that is why I'm hosting these public input sessions. My fervent hope is that as time goes by the sessions and questionnaires are utilized by a larger portion of our population and we are better able to form a vision that is more collective.

Finally, I feel I have to note that I believe there is significant personal animosity directed towards me. Part of this is the nature of a new position that carried with it build-in opposition, part is because I am a very proactive economic developer and carry myself as such and part is that I probably was too bull-headed in my own beliefs when I started and rightly offended certain folks. Whatever the case, none of this attitude is reciprocated. I am much more interested in getting the job done and moving forward. I hope you and others will jump on the train because there are some very interesting things happening. The projects that Mr. Monehan and Shafmaster alluded to last night are not pipe-dreams. These are tangible multi-million dollar opportunities and they going to be very, very hard to land. Having negative press about public infighting is wholly detrimental to such efforts.

To end on a happy note, let me share a story. This morning when I came in I was approached by someone at last night's meeting who asked me 'how in the hell do you keep such a positive attitude about your job when things get so ugly?' I stated that I love my job and that is what makes the econdev profession so exciting, the ups and downs, highs and lows. Well, literally, thirty seconds later Steve Kaneb comes into my office and confidentially shares with me the name of the business that's going into the former Loaf and Ladle. I've been working with him for some time on this and the very last details were kept from me as he negotiated the numbers. Nothing is signed yet, but if it comes off, it'll be bigger than the Ioka being sold. An ABSOLUTELY PERFECT fit for Exeter. I'm expecting to meet the principals next week and hope to have an announcement within three or four. This is exactly why economic development is the coolest field in the planet!

Sincerely,

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community and growing too big may not be our desire. Your ability to listen to both citizens and developers would truly make your job easier.

Happy Easter,
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Hi Kathy:

Thank you for your input regarding the meeting.

Regarding the comment: "to what I suspect was your developer who you steered to this piece of property". Nope. Had nothing to do with it. Thanks for the input on that one, too.

Have a Good Friday,

Darren

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Finally, I feel I have to note that I believe there is significant personal animosity directed towards me. Part of this is the nature of a new position that carried with it build-in opposition, part is because I am a very proactive economic developer and carry myself as such and part is that I probably was too bull-headed in my own beliefs when I started and rightly offended certain folks. Whatever the case, none of this attitude is reciprocated. I am much more interested in getting the job done and moving forward. I hope you and others will jump on the train because there are some very interesting things happening. The projects that Mr. Monehan and Shafmaster alluded to last night are not pipe-dreams. These are tangible multi-million dollar opportunities and they going to be very, very hard to land. Having negative press about public infighting is wholly detrimental to such efforts.

To end on a happy note, let me share a story. This morning when I came in I was approached by someone at last night's meeting who asked me 'how in the hell do you keep such a positive attitude about your job when things get so ugly?' I stated that I love my job and that is what makes the econdev profession so exciting, the ups and downs, highs and lows. Well, literally, thirty seconds later Steve Kaneb comes into my office and confidentially shares with me the name of the business that's going into the former Loaf and Ladle. I've been working with him for some time on this and the very last details were kept from me as he negotiated the numbers. Nothing is signed yet, but if it comes off, it'll be bigger than the Ioka being sold. An ABSOLUTELY PERFECT fit for Exeter. I'm expecting to meet the principals next week and hope to have an announcement within three or four. This is exactly why economic development is the coolest field in the planet!

Sincerely,

Darren

To Whom It May Concern:

The public input session (not warned meeting) was taped so that I would have a tool to refer to as I garner public input. My budget is such that I cannot hire a secretary and if I took notes, I would not be able to participate. The purpose of the session as noted in the Exeter News-Letter (http://www.seacoastonline.com/article/20160317/NEWS/160319205/0/SEARCH) was "for residents to let (Winham) know what they want to see in the town's various districts and corridors as Exeter looks to expand its

tax base with further commercial development. To that end, he has scheduled a series of visioning sessions." It is my intention to be as inclusive as possible in this process as evidenced by online questionnaires and newspaper articles. As I stated at last night's meeting, my challenge is trying to get to the public that is not currently engaged to weigh in.

I misspoke when I used the word 'password'. What I meant was 'address'. The electronic address for the YouTube video will be posted on our website once it is available.

Crafting the EDSP is incredibly challenging from an employee standpoint. I've never written one as anything but a consultant. A consultant can gather data, hold minimal public input sessions, consider land-use, and craft an action plan. Generally, this costs a community about $50 - $60K and consists of between thirty and seventy pages. The action steps in the EDSP I would have crafted three months ago would be, I believe, in direct contradiction to what I estimate will come out of the Master Planning process. It would be completely counterproductive to not have the EDSP be a supportive document to the Town Master Plan and I have thus re-calibrated my efforts, timeline and even perspective on same. In the same article, it was noted: "It's important that the EDSP complement and, as much as possible, not contradict the Master Plan — particularly the Economic Development and Land Use sections — and help kick off the process for the same," he said. "If it doesn't mesh with the Master Plan, we have a problem."

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Sincerely,

Darren

On Thu, Mar 24, 2016 at 12:41 PM, Kathy Corson <kathykcorson@gmail.com> wrote:

As I didn't stay for the remainder of the edsp meeting last night I was told the only way to access this meeting would be with a password. Since it was a public meeting I would like the password so I can give it out to my fellow citizens of Exeter through my social media sites.

The meeting last night was not productive in my opinion and showed that the edsp has not even gotten off the ground. The us versus them mentality of the meeting was disappointing and very counterproductive. A clear agenda with some flow would have been refreshing. Not working with certain groups within our town and marginalizing citizens and volunteers has produced an atmosphere of hatred which will continue if we don't find some common ground.