

Select Board Meeting
Monday, April 30th, 2018, 6:20 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter NH

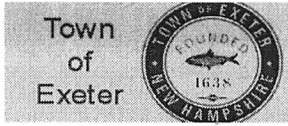
1. Call Meeting to Order
2. Board Interviews – Recreation Advisory Board
3. Bid Openings
4. Public Comment
5. Minutes & Proclamations
 - a. Proclamations/Recognitions
6. Approval of Minutes
 - a. TBD
7. Appointments – Zoning Board of Adjustment, Conservation Commission
8. Discussion/Action Items
 - a. Review of Alcohol Policy – Town Buildings
 - b. Swasey Parkway Turnaround Discussion
 - c. EXTV Request for Use of CATV Funds
 - d. 2018 Bonds: Loan Agreements & Resolutions
 - e. Communications Committee Charge
9. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report
 - d. Select Board Committee Reports
 - e. Correspondence
10. Review Board Calendar
11. Non-Public Session
12. Adjournment

Julie Gilman, Chairwoman
Select Board

Posted: 4/27/18 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



Russ Dean <rdean@exeternh.gov>

Recreation Advisory Committee

Sheri Riffle <sriffle@exeternh.gov>

Thu, Apr 26, 2018 at 3:31 PM

To: Russell Dean <rdean@exeternh.gov>

The following applicants will meet with the Select Board for a brief interview on Monday, April 30th:

6:20 - Mike Wissler

6:30 - Robert Ficara

6:40 - Stephanie Papakonstantis

6:50 - Jennifer Harrington

Sheri Riffle

Town of Exeter

Executive Assistant, Town Manager's Office

Human Services Administrator

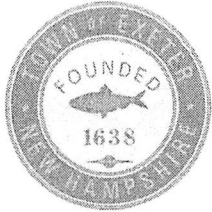
Town Manager 603-773-6102

Human Services 603-773-6116

fax: 603-777-1514

When given the choice between being right or being kind, choose kind.

by Dr Wayne W. Dyer



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

6:20
4/30
Confirmed

Statement of Interest Boards and Committee Membership

Committee Selection: Recreation Advisory Board

New Re-Appointment Regular Alternate

Name: Mike Wissler Email: wiss774@gmail.com

Address: 27 Old Town Farm Road Phone: 778-4933

Registered Voter: Yes No

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

I have two children who have and do take part in Recreation programs in Exeter. I have coached basketball and seen the positive impact the program has on the kids.

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

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

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

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

Date: 4/10/18



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

6:30
4/30
Confirmed

Statement of Interest Boards and Committee Membership

Committee Selection: Recreation Advisory Board

New

Re-Appointment

Regular

Alternate

Name: Robert M. Ficara **Email:** gocelt@comcast.net

Address: 6 Columbus Avenue Exeter, NH 03833 **Phone:** 603 770 7049

Registered Voter: Yes No

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

For the last 32 years I have had the privelege of living in Exeter as the owner and opperator of the Exeter Bowling Lanes and Shooters Sports Pub. I have raised children in town who have grown and been nurtured through the Recreation department's programs. I have been a spectator, a coach, a player, an umpire, a sponsor, league presidents and extensively, a field hand. I have advicated for the growth of recreation programs and facilities for young children, active adults and senior citizens.

It is my strong belief that recreation is vital to community health, mentally and physically. I feel strongly that recreation programs for adults between 19 and Senior Citizen are just as important to the health of a town as all other programs.

It is my desire to assist the Recreation Department, the Recreation Advisory Board and the town of Exeter in responsibly growning our towns opportunities through priortizing, planning and executing ideas that are best for the majority.

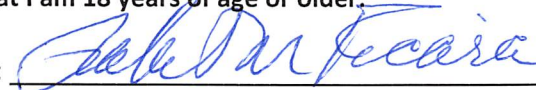
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I certify that I am 18 years of age or older:

Signature: 

Date: April 13, 2018



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

4/30
6:40
Confirmed

**Statement of Interest
 Boards and Committee Membership**

Committee Selection: Recreation Committee

New Re-Appointment Regular Alternate

Name: Stephanie Papakonstantis Email: papakos@comcast.net

Address: 11 Little Pine Lane, Exeter, NH 03833 Phone: 603-418-5397

Registered Voter: Yes No

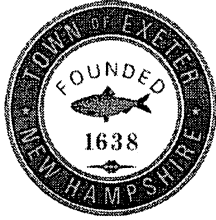
Statement of Interest/experience/background/qualification, etc. (resume can be attached).
 I have been an Exeter Rec coach for Soccer, Basketball and EJBSJ Soft ball coach for years and have seen first hand the need for improvements (for safety and sanitary) in the rec system. I am very passionate about finding a compromise between what is needed and what is wanted at the rec fields. I have spent the last year strongly promoting the project and will continue to do so. In addition to my involvement I the town rec program, I am in sales and eager to begin soliciting local and surrounding businesses for their financial support to aid in the funding of this project.

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I certify that I am 18 years of age or older:
 Signature: Stephanie Papakonstantis Date: 4/13/18



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

6:50
4:30
confirmed

Statement of Interest Boards and Committee Membership

Committee Selection: Parks and Recreation Advisory Board

New

Re-Appointment

Regular

Alternate

Name: Jennifer Harrington **Email:** tliketom@yahoo.com

Address: 4 Marilyn Ave **Phone:** 617-699-8038

Registered Voter: Yes No

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

I would like to declare my interest in joining the Recreation Advisory Board. I have been a resident in Exeter for 13.5 years. I have three children ages 14, 12, and 10. All three of my children have participated at in various recreation sports including soccer, flag football, travel basketball, and field hockey. My children have been attending the Summer Adventure Camp for the last 7 years and have also taken swim lessons. We have attended the Easter Egg Hunt and the Pumpkin Carving activity. I feel that being a parent in town with a great volume of experience with many of the programs that are offered, I would bring great value to the board as both a parent and citizen of the town who utilizes the programs.

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

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

Signature: Jennifer Harrington **Date:** 4/12/18

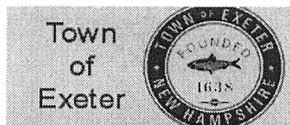
Committee Appointments

April 30, 2018

Candidates

Christopher Merrill, 5 Towle Avenue, Alternate Member, Term to expire 4/30/19.

NOTE: Joanne Petito was appointed to an alternate member term on 4/23/18, however Joanne a current alternate member did express an interest in serving as a full member. There is a full member vacancy with a term to expire 4/30/21. The simplest motion would be for the Select Board to rescind the appointment of 4/23 and appoint Ms. Petito to the full member term expiring 4/30/21.



Russ Dean <rdean@exeternh.gov>

Conservation Commission

Sheri Riffle <sriffle@exeternh.gov>
To: Russell Dean <rdean@exeternh.gov>

Thu, Apr 26, 2018 at 3:38 PM

For the Conservation Commission:

Ginny Raub would like to move to an alternate position. Term ending 4/2021

Dave Short would like to move to a voting position. Term ending 4/2021

Sheri Riffle

Town of Exeter
Executive Assistant, Town Manager's Office
Human Services Administrator

Town Manager 603-773-6102
Human Services 603-773-6116
fax: 603-777-1514

When given the choice between being right or being kind, choose kind.

by Dr Wayne W. Dyer

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen

FROM: Town Manager 

RE: Alcohol Permits

DATE: April 27th, 2018

There have been two recent events at the Town Hall art gallery which have indicated a need to review our alcohol ordinance again. These are the SBR reception, which was a town sponsored event, and the recent Arts Sustainability program, sponsored primarily by TEAM.

As part of the discussion Monday we'll be offering some recommendations regarding alcohol service/tasting at town events (as opposed to voluntary non profit events).

Premise Agreements

1/11/2014 NH Society of Photographic Artists
1/16/2014 Seacoast Photographers
4/21/2014 Seacoast Photographers
2/11/2017 Chamber of Commerce
10/7/2017 Sheila Roberge

Other Town Events that serve or have tastings

Summer Farmer's Market - Squamscott Winery - tasting
Winter Farmer's Market - Squamscott Winery - tasting
Summer Farmer's Market - Throwback Brewery - sell
Beer and Chili Fest - Beer served
Arts Committee art shows - wine served 5 times a year on a Friday night from 5-7 pm
AIM Folsom Tavern one day liquor license (state issued)

News > Local (/News/Local/)

Governor okays beer, wine sampling at N.H. farmers markets

By NICK STOICO
Monitor staff

Friday, June 10, 2016

A new law allows beer and wine samples to be offered at farmers markets, but vendors shouldn't break out the tasting glasses just yet.

The law, signed by Gov. Maggie Hassan last week, takes effect in August and leaves it up to towns and cities to decide whether they will authorize alcohol sampling at the local markets, many of which are held on municipal property.

The Contoocook Farmers Market, for example, is held in the Railroad Depot parking lot and usually spills over onto town land by the gazebo on the Contoocook River. During winter, it's held at the Hopkinton town hall.

The town's alcohol ordinance, adopted in 2006, specifically restricts consuming alcohol or possessing an open container on public grounds, effectively barring sampling at the farmers market in spite of the new state law.

"The way it is currently written, we would not be able to allow it," said Jim O'Brien, chairman of the Hopkinton select board. "But ordinances can be changed."

Many towns have similar rules but will make exceptions for certain areas, O'Brien said, adding the board would be willing to discuss an exception or even change the ordinance.

"I'd assume there would have to be restrictions on it," he said, such as keeping alcohol away from schools and athletic fields. "The town is still liable and we would have to be careful with how it is done."

Leaving the decision up to the towns was part of the bill's design, and legislators felt it was the right choice as town officials weighed in during a study of the bill.

"The best course of action is to enable municipalities to authorize it and go through their own process," said state Sen. Dan Feltes, who helped design the bill from its inception.

The town has allowed alcohol to be sold at the farmers market for several years, but only in a closed container. Jim Ramanek, a Contoocook Farmers Market committee member, believes most towns would prefer keeping alcohol containers closed, but he says giving

vendors the ability to offer samples will open them up to more sales.

"Farmers markets are expanding in a couple of different directions, and this is one of them," Ramanek said, as more markets see vineyards and breweries becoming vendors. "Once you try something, it absolutely helps get the customer to buy it."

That's how Joan O'Connor of Henniker sees it. O'Connor, a board member of the Northeast Organic Farming Association of New Hampshire and farmers market organizer, contacted her state representative and senator to get a bill written and begin the legislative process. Several months later, the bill passed the House and Senate with bipartisan support.

"This is commerce, this is jobs, this is money," O'Connor said. "It's about helping vendors and farmers markets. . . . Small brewers have an advantage now."

Peter Oldack, co-owner with his wife, Brenda, of Jewell Towne Vineyards out of South Hampton, said giving customers a chance to sample their wines makes a "tremendous difference." Oldack doesn't expect buyers to already know about their wine, although it can be found in more than 150 stores and restaurants.

"If they are able to taste it, they will be much more inclined to buy it and drink it as their house wine," Oldack said. "Without that, it is like walking into a wine store and seeing a wine only by its label."

Jewell Towne Vineyards has been a vendor with the Concord Farmers Market for 10 years, and is also sold at the Portsmouth Farmers Market and several markets in Massachusetts, where sampling is already allowed. Oldack claims his sales are far higher at farmers markets in Massachusetts, and he believes this is due to the ability to offer a sample.

"If you go to Hannaford or Market Basket, often times there is someone sampling wine for you to taste," Oldack said. "This puts us on par with grocery stores in terms of our ability to sell."

Over the past 14 years, Oldack has sold wine in nearly a dozen New Hampshire farmers markets but has pulled back and focused on the larger markets in Concord and Portsmouth. The onus is on the vendor to be approved to sell alcohol by local government and the state liquor commission. These permits are renewed each year.

"We have found in the smaller markets – because we can't sample – it has not been to our advantage," he said.

Beginning in August, the option to sample will be there as long as the market has approval from the city of Concord. Wayne Hall, president of the Concord Farmers Market, said the board in charge of the market will work with the city to be permitted properly.

"We'll make sure the city and zoning office is okay with it," Hall said. "Concord Farmers Market is fortunate to have an excellent relationship with the city."

With or without a sample, Hall said buyers are likely to be repeat customers if vendors deliver a consistent product. But vendors like Oldack believe a sample increases the likelihood of making that initial sale.

"It will probably be a plus, but I don't see it as a necessary thing," Hall said. "Word of mouth spreads like wildfire."

(Nick Stoico can be reached at 369-3309, nstoico@cmonitor.com or on Twitter @NickStoico.)

TITLE XIII

ALCOHOLIC BEVERAGES

CHAPTER 179

ENFORCEMENT, REQUIREMENTS AND PENALTIES

Sales Restrictions

Section 179:44

179:44 Free Drinks. –

- I. No licensee shall give away free drinks to customers, patrons, members, or guests, in any manner.
- II. Notwithstanding paragraph I, beverage manufacturers, liquor manufacturers, rectifiers, beverage vendors, brew pubs, wholesale distributors and their liquor or wine vendors, their liquor and wine representatives, domestic wine manufacturers, and on-premises and off-premises licensees may conduct beverage, liquor, or wine tasting, as applicable, on licensed premises. Liquor, beverage, or wine tasting shall be conducted only during such hours as are authorized by the commission for the sale of the product on the premises.
 - II-a. Notwithstanding paragraph I, wine manufacturers, beverage manufacturers, nano breweries, and brew pubs may provide samples for tasting to persons of legal drinking age at a farmers' market provided they have received written authorization by the town or city's governing body, which authorization shall remain effective until revoked in writing, and they have provided the commission with a copy of that authorization. Provision of samples shall be restricted to clearly defined areas approved by the commission. Samples shall be limited to one 4-ounce sample per label per person for any beer, specialty beer, or cider, and one 2-ounce sample per label per person for any wine.
- III. Liquor, beverage, or wine samples shall be consumed on the premises, and, except for wine samples provided by wine manufacturers and liquor samples provided by liquor manufacturers in accordance with RSA 178:6, IX and rectifiers in accordance with RSA 178:7, V, liquor or wine for this purpose shall be purchased from the commission under conditions prescribed by this title. Beverage samples for a tasting shall only be obtained as prescribed by this title.
- IV. The commission may adopt rules, pursuant to RSA 541-A, establishing the criteria and procedures for liquor, beverage, and wine tasting within the state.
- V. All samples furnished for tasting shall be considered sales for the requirements of RSA 178:26, RSA 178:6, VI, and RSA 178:7, VI.

Source. 1990, 255:1. 1995, 122:1. 1996, 44:1; 275:31, 36. 2003, 231:33, 34. 2011, 165:4, eff. Aug. 13, 2011. 2014, 306:6, eff. Aug. 1, 2014. 2016, 179:1, eff. Aug. 2, 2016.

NEW HAMPSHIRE
LIQUOR COMMISSION
DIVISION OF ENFORCEMENT
an official NEW HAMPSHIRE government website

Beer, Wine, and Liquor Tastings Frequently Asked Questions

What is a tasting?

Where can tastings take place?

Who can conduct a tasting?

How much can an individual consume?

How do I get product to taste?

Can I advertise a tasting?

Who is responsible if a minor is served or some one is over served?

Do we need to notify the Liquor Commission?

What is a tasting?

NH Law authorizes on-sale and off-sale licensees to provide a free sample of beer, wine, and liquor to individuals over the age of 21. All tastings are required to be free and open to the public.

Where can tastings take place?

Tastings must take place on licensed on-sale or off-sale premises during legal drinking hours of sale for the licensed premise.

Who can conduct a tasting?

1. On-sale and off-sale licensees may conduct or host tastings.
2. Beer manufacturers, beer wholesalers, brewpubs, nano breweries, beverage vendors, domestic wine manufacturers, liquor manufacturer, liquor & wine vendors, liquor and wine representatives can conduct public sampling in conjunction with on-sale or off-sale licensee.

How much can an individual consume?

1. Serving sizes are restricted by the type of product being sampled.
 1. Beer and beverages shall not exceed 4 ounces.
 2. Wine shall not exceed 2 ounces.
 3. Liquor and Fortified Wine shall not exceed 1/2 ounce.
2. There is no restriction as to how many samples an individual can receive but it is the responsibility of the licensee to make sure that no one is over served and are of legal drinking age.

How do I get product to taste?

1. On-sale and off-sale licensees shall purchase all liquor and wine from the NH Liquor Commission for tastings that they are conducting. Beer and beverage shall be purchased from NH licensed beer wholesalers, beverage manufacturers, brewpubs or nano breweries.

2. If a licensed NH beer wholesaler, beverage manufacturers, brewpubs or nano breweries, NH Liquor and Wine Vendor, Liquor and Wine Representative, wine manufacturer, liquor manufacturer are conducting a tasting in conjunction with an on-sale or off-sale licensee then the licensed beer wholesalers, beverage manufacturers, brewpubs or nano breweries may bring products onto the licensed premise to conduct the tasting provided that any product not used during the tasting is removed immediately after the tasting is over.

Can I advertise a tasting?

Yes, an on-sale or off-sale licensee may advertise a tasting event as long as no NH beer wholesalers, beverage manufacturers, brewpubs or nano breweries, NH Liquor and Wine Vendor, Liquor and Wine Representative, wine manufacturer, liquor manufacturer provide the on-sale or off-sale licensee any money towards the placement of the ad.

Who is responsible if a minor is served or some one is over served?

The licensee on whose premise a public sampling occurs and the licensee conducting the sampling shall both be equally responsible for ensuring that all requirements are met under the law.

Do we need to notify the Liquor Commission?

Yes, the NH Liquor Commission must be notified in writing prior to any beer, wine, and liquor tastings by the licensee providing the samples. Reference [Liq 405.01 Definitions](#) and [Liq 405.02 Beverage/Liquor/Wine Public Sampling Notification](#).

You may mail your request to: PO Box 1795, Concord NH 03302-1795 or it may be emailed to the audit department at audit@liquor.state.nh.us.

To obtain a complete list of the rules and regulations please visit [Liq 405 Public Sampling Of Beverage/Liquor/Wine](#) pursuant to [RSA 179:44 Free Drinks](#).

If you have any additional questions please free feel to contact the auditing department at audit@liquor.state.nh.us or call (603) 271-2039.

NH Liquor Commission, Division of Enforcement
50 Storrs Street | Concord, NH 03301
(603) 271-3521

**AMEND CHAPTER 8 – COMMERCE REGULATIONS – EXETER TOWN
ORDINANCES**

Add a new section 809:

809 Licensing of Alcohol Use on Town Property

809.1 In accordance with the provisions of sections 809.1 through 809.9, and RSA 178:22(I), any voluntary non profit organization seeking to serve and offer alcohol for consumption on closed Town streets, in Town buildings, and in Town parks shall first apply for the applicable license with the Town Manager's Office.

809.2 To qualify for a license under this Chapter, the voluntary nonprofit organization shall obtain a license from the New Hampshire Liquor Commission under RSA 178:22(I).

809.3 The Town shall require a license application, which shall include standards for issuance of the license to serve and offer alcohol for consumption on Town property.

809.4 No license to serve and offer alcohol for consumption on Town property shall be granted for the hours between 10:00 p.m. and 10:00 a.m..

809.5 Applications for a license under this section may be made at the Office of the Town Manager.

809.6 The Police Chief, Health Officer, and Parks/Recreation Director (where applicable for Town parks) shall review the application for completion and transfer it to the appropriate authority for review and approval as follows:

- a. License to serve alcohol on closed Town streets, submitted by the Police Chief and Health Officer to the Town Manager for review and approval;
- b. License to serve alcohol in Town buildings submitted by the Police Chief and Health Officer to the Town Manager for review and approval;
- c. License to serve alcohol in Town parks submitted by the Health Officer to the Director of Parks and Recreation and Town Manager for review and approval.

809.7 To the extent the applicant meets all of the standards for issuance of a license, the Town Manager may conditionally issue the license, which shall not become valid until the applicant provides the Town Health Officer with an RSA 178:22(I) license from the New Hampshire Liquor Commission for the applicable license issuance time period.

809.8 The fee for said license shall be two-hundred (\$200.00).

809.9 Appeals of a denial of a license under this section may be made to the Exeter Board of Selectmen at a regular public meeting.

Signed this _____ day of _____, 2013

Exeter Board of Selectmen:

Don Clement, Chairman

Dan Chartrand, Vice Chairman

Julie Gilman, Clerk

Matt Quandt

Frank Ferraro

Voted: August 26th, 2013
Effective Date: August 26th, 2013



**TOWN OF EXETER, NEW HAMPSHIRE
FACILITY/PREMISES LICENSE AGREEMENT**

This Agreement, dated _____ by and between the Town of Exeter, and _____, is for a temporary revocable license to use a public facility or premises in the Town of Exeter under Town Ordinance 809.

In consideration of the mutual covenants and conditions stated herein, the parties agree as follows:

1. **FACILITY/PREMISES.** The Town allows use of _____ for the Event described below, subject to the terms and conditions set forth below.

2. **EVENT.** Describe the Event for which the Facility/Premises will be used: _____

3. **DATE and TERM of LICENSE.** The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.), as which time the LICENSE expires.

4. **NATURE OF LICENSE.** License to use the Facility/Premises will be temporary, revocable and conditional. The Town of Exeter reserves the authority to revoke the license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the license in the public interest. Specific reference is made to sections 703 and 809 of the Exeter Town Ordinances.

5. **SMOKING and ALCOHOL.** Smoking is prohibited in the Facility/Premises. Possession, service and consumption of Alcohol is prohibited in the Facility/Premises unless specifically approved.

Alcohol service requested _____ Name of alcohol vendor _____
Vendor's insurance and licensing proven _____

Alcohol service approved _____ Alcohol service denied _____

Reasons for denial _____

Conditions of alcohol service approval:

- Alcohol may only be served by a single licensed, insured and approved vendor, which will be the sole source of alcoholic beverages at the function.
- The service vendor must include the Town of Exeter as an additional insured on its liability policies in relation to the function.
- Alcohol service must strictly comply with all applicable laws and regulations.
- Alcohol service will occur in a single designated and secure area, and shall be distributed to legally appropriate persons only by the vendor.
- Intoxication is prohibited.
- Persons who are intoxicated or who appear intoxicated shall not possess or consume alcohol, and must safely leave the event without operating a motor vehicle.
- Additional conditions: _____

6. **INSURANCE.** User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Exeter is an additional insured with coverage of \$1,000,000 per occurrence. User will furnish the Town with a certificate of insurance and endorsement. If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) through a special program. For more information about how to purchase your TULIP please contact Primex at 1-800-698-2364.

If the function and vendor are approved for alcohol service, the vendor serving alcohol will be required to submit proof of licensure and insurance, to include general liability, liquor liability, automobile liability, property, and workers compensation. The Town of Exeter shall be included in the vendor's liability policies as an additional insured for the event.

7. **SECURITY DEPOSIT IS \$100 AND THE RENTAL FEE IS \$100 PER EVENT.**
8. **CLEAN-UP.** User will leave the facility/premises in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility/Premises required as a result of damage caused by User and/or User's guests or vendors.
9. **RETURN OF SECURITY DEPOSIT.** Within three (3) business days following the Event, the Town will inspect the Facility/Premises. If User and/or User's guests or vendors have not caused any damage to the Facility/Premises, the Town will return the security deposit to User by first class mail within five (5) business days. If User and/or User's guests or vendors have caused damage to the Facility/Premises, the Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited

to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

10. **INDEMNIFICATION AND HOLD-HARMLESS.** To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of Exeter, including its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents, employees, guests, vendors, contractors or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.
11. **ASSIGNMENT.** This Agreement is not assignable to any other person or entity.
12. **RIGHT OF ENTRY AND TERMINATION.** The Town, its officers, agents and employees shall have the right to enter the Facility at all times during the Event to confirm User’s conformance to this Agreement. If the Town determines, in its sole judgment, that it would like to terminate the License for any reason it shall have the right to immediately terminate this Agreement at any time without penalty or liability and User, its guests and vendors shall cease the event and exit in an orderly manner.
13. **CONFORMANCE WITH LAW AND RULES.** User agrees that User will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. User shall not engage in or allow any disorderly, unruly, loud, unsafe or illegal activity to occur at the Town Facility/Premises.
14. **MODIFICATION/AMENDMENT/MERGER.** This agreement constitutes the entire merged Agreement between the parties. Any modification, amendment or supplementary provisions must be in the form of a writing signed by the parties and which expressly modifies this agreement.
15. **SEVERABILITY.** If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties’ intent.
16. **CHOICE OF LAW/FORUM.** This Agreement shall be construed under New Hampshire substantive law without regard to any rules governing choice of law. Any court action regarding this Agreement must be filed and litigated in the New Hampshire Superior Court in Rockingham County, New Hampshire.

17. ATTORNEY'S FEES AND COSTS. In regard to any legal proceedings regarding this Agreement, the Town shall be entitled to recover from User the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

The parties have executed this Agreement at _____, New Hampshire this _____ day of _____, 20____.

TOWN OF EXETER

RESPONSIBLE PARTY

Board Designee

(Duly authorized Agent) (Name)

(Organization, if applicable)

(Address)

(City, State, Zip)

Phone

Email

Town of Exeter	Policy Number	Adopted by Board of Selectmen
Subject: Rules for Renters of Town Hall	Adoption Date: Revision Date: 10-7-2013 Effective Date:	Supersedes:

1.0 Purpose of the Policy:

The following policy shall serve as the rules and regulations for the persons, groups or corporations who rent the Exeter Town Hall for various events.

2.0 Departments Affected:

All Departments

3.0 Definitions:

4.0 Policy:

1. All users of the Town Hall must obtain a permit from the Town Manager's Assistant at the Town Office for each use (per Selectmen's policy 04-01).
2. A separate permit is required for each use of the Hall.
3. Each permit will state, in specific terms, what use is to be made of the Hall (i.e. play, dance, lecture, etc.), and will list all modifications required to the existing condition of the Hall.
4. The user will be responsible for seeing that ALL of the following conditions are met:
 - A. No smoking anywhere in the building - this applies also to characters in a play;
 - B. No alcoholic beverages anywhere in the building; with exception of obtaining a special permit;
 - C. No open flame allowed - also applies to scenes in plays;
 - D. No firearm capable of firing live ammunition may be used, even as a set decoration or unused prop;
 - E. No nails or screws are to be used to secure scenery to walls or floors. No alteration to drapes or walls allowed without prior written permission;
 - F. No spray paints are to be used;
 - G. Any other paints used within the rooms must be used with extreme caution, proper ventilation and use of proper protective measure to ensure against damage to the buildings floors/walls;

- H. The renter is responsible for any and all damages from use of the building and will be billed for same if damage cannot be considered as a normal maintenance item. Items such as damaged furniture, chipped or marred paint on floors or walls will NOT be considered as normal maintenance items.
 - I. The user will be responsible for locking all doors and windows and will clean the hall in a totally acceptable manner within 24 hours of use. (Unless renter opts to pay for custodial services through the Town of Exeter. Rates/terms listed on application form).
 - J. The Town of Exeter may request of any user a \$100.00 deposit fee. If the Town of Exeter agrees after use that the building was cleaned in a totally acceptable manner, the \$100.00 deposit fee will be returned to user.
5. Any user may be requested to post a bond in an amount determined by the Board of Select-men to protect the Town from damage arising from and caused by said user.

These rules are a part of any agreement to rent out or otherwise allow the use of the Town Hall and a copy of these rules should become a part of and attachment to the permit application.

The permit application should indicate that the applicant has read these rules, understands these rules and agrees to abide by them, which will be indicated by the applicant's signature on the permit application.

The use of Town buildings by any non-municipal group or organization for any activity or the expression of any view point does not constitute an endorsement of the activity or view point by the Town of Exeter.

NO signs allowed on or adjacent to Town Hall property without separate permit approved by the Town Manager and/or Board of Selectmen. Signboards to the left and right of the Town Hall may be used upon proper application and approval by the Town Manager. [Refer to Selectmen's Policy 04-01 regarding the use of free standing signs on Town property.]

The Town of Exeter maintains an "open forum policy". This policy allows any group or organization to use Town building so long as the group or organization does not sell goods and/or ser-vices for profit. When non-municipal groups use Town buildings, they do so under this "open forum policy".

5.0 Procedures: Fire Alarm Activations: Per the Board of Selectmen and the Fire Chief, all occupants of the Town Hall are required to evacuate the building when the fire alarm system sounds. Failure to evacuate the Town Hall is a violation to the NH State Fire Code.

6.0 Severability:

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

**Town of Exeter
Arts Committee**

BYLAWS, POLICIES, and PROCEDURES

Town of Exeter Arts Committee Bylaws

Mission

The mission of the Town of Exeter Arts Committee (EAC) is to promote community centered art and to work with local artists to develop an environment that supports their work. This mission includes visual arts, music, dance, and poetry, among others. **¹

Purpose and Membership

The Exeter Arts Committee is established to encourage, support, and promote the arts in Exeter and surrounding towns. EAC members are appointed by the Board of Selectmen, and are composed of nine citizen members (with no more than three members who are not Exeter residents and are non-voting members), plus one representative of the Board of Selectmen. With the exception of the Selectmen's representative, EAC members shall serve three-year staggered terms. **

EAC membership will not comprise of more than two members from the same organization, affiliation, or family, to prevent conflict of interests and undue influence over the priorities and actions of the committee.

The EAC was given stewardship and management responsibilities for the Gallery and Backroom, on the 2nd floor of the Town Hall, by the Board of Selectmen. The gallery space was designated by the Selectmen for the purposes of a visual arts gallery.

In the case of collaborations with other organizations and non-profits, priority will be given to groups that also support and promote original works from artists.

The EAC will meet every month, to be agreed upon by a majority vote, subject to change to meet the needs of the committee, and as needed to plan events. The EAC meets on the 3rd Wednesday of each month. The EAC will sponsor a number of shows each year, and may sponsor other events, as well as classes and workshops. At the beginning of each year, the EAC will plan a schedule of shows for the year.

EAC members will take roles as officers, and each member is responsible for acting as chair and/or co-chair of an EAC sponsored show/event during the year or other equivalent level of participation. Additionally, each member agrees to participate in a minimum of two show hangings, plus the hanging of the holiday show, and at least two opening events, per calendar year, in addition to a fair share of gallery sitting for each show and other committee responsibilities.

¹ ** Refers to items that are specifically to show compliance with town and state laws and regulations.

Areas of Responsibility

Town Offices Exhibit Space

Local artist works will be exhibited in spaces designated by the Town Manger, in the Town Offices building, with the exhibit changing three times per year. The hanging of work will be managed as a lottery system run by EAC members. The EAC reserves the right to reject exhibiting artwork based on community standards, as determined by the EAC. Artists participating in these exhibits do so at their own risk. Lottery hangings are held on the 2nd Saturdays of January, May, and September. The lottery starts promptly at 10am and should run no more than an hour. Access to the building must be arranged by an EAC member with the Town Manager's office prior to the hanging.

The Town Hall Gallery and Backroom

The Town Hall Gallery is available to all community artists, through shows sponsored by the EAC, as well as to other organizations. The EAC traditionally hosts 6-7 shows per year. The adjacent backroom is also available for classes, meetings, and workshops. Organizations or artists interested in using the gallery or backroom must reserve the space through an application process, sign the Usage Agreement, and provide proof of adequate insurance. The gallery and backroom are available on a first-come-first-serve basis, for any not-for-profit organization or purpose.

Management of the gallery and backroom spaces is done according to all Town of Exeter policies and procedures and in close collaboration with the Town Manager's office. **

No group other than the EAC may host more than one show in the main gallery per calendar year. Any group requesting use of the gallery, may not have the space for more than six weekends. Any request for use of the backroom must be for non-exclusive use and can be for up to 10 weeks at a time before a new application is required.

Operating Policies and Procedures

Meetings and Communications

- It is the responsibility of the Board Chair and Vice-chair to set the agenda for meetings. The Board Chair will send the proposed agenda to the entire committee for input and suggestions for changes and additions at least one week before the meeting. Input/suggestions for the agenda should be sent directly to the chair only,

and not to the entire committee. The final agenda will be sent to the committee, as well as Town Manager's office, at least 24 hours before the meeting. The Board Chair and Vice-Chair reserve the right to make additional changes to the agenda as needed **.

- All EAC business will be handled within the parameters of a committee meeting. Additional meetings may be called as needed, with the requisite minimum public notice of 24 hours. EAC business may not be done via email **.
- Special (or emergency) meetings may be requested by any member of the committee, as long as the meeting is scheduled in accordance with all procedures and given a minimum of 24 hours public notice **.
- All EAC meetings are public meetings, and members of the public are welcome to attend. However, these are business meetings. While members of the public may be asked or permitted to speak, members of the public do not automatically have the right to speak. (In accordance with NH RSA 91-A.)
- Email communications may be used for logistical purposes, such as scheduling meetings, setting agendas, organizing receptions, etc. and quick notification of important information. This use of email should be limited, and replies to the whole committee should be avoided. Email communications may NOT be used as a means to handle regular committee business and committee votes may NOT occur via email (per NH RSA 91-A and town policy) **.

Use of Main Gallery and/or Backroom

- Any group desiring to use the Town Hall Gallery or Backroom must:
 - complete the Gallery Usage Application, to be submitted to the EAC for approval
 - provide an insurance binder with proof of \$1,000,000 liability coverage, noting the Town of Exeter as an interested party.
- Any group using the gallery or backroom will be requested to donate \$35 toward the cost of cleaning, maintenance, and/or cleaning supplies. This is a donation and groups/artists will not be denied use based on the donation.
- Any group that wishes to have alcohol (including wine or beer) at any event or reception while using the Town Hall gallery and/or back room must follow the Town procedures and policies to apply for a permit and follow proper licensing. A copy of the permit should be provided to the EAC for the records.
- No group other than the EAC may host more than one show/event per calendar year in the main gallery.
- Requests to use the main gallery may not be for more than 6 weeks.

- Requests to use the backroom may not be for more than 10 weeks at a time, non-exclusive use.
- No gallery space, including the main gallery and backroom, may be used by any group or individual, on an *exclusive* basis for a period greater than 2 months. **
- Groups using the gallery do not have the authority to allow a 3rd party, group or individual, to use the space without permission from the EAC.
- The EAC will manage and schedule use of the gallery and backroom space in accordance with and cooperation with all Town of Exeter policies and standards, as set by the Selectmen.
- The EAC reserves the right to deny any application, even for groups who have previously used the space, particularly if prior use has resulted in issues or problems or if the event does not meet the priorities and standards of the committee and town.
- The EAC reserves the right to host a show during any month of the year.
- Organizations using the Town Hall Gallery and sponsoring a non-EAC show assume full liability for that show.

Art Shows and Receptions

- For the purpose of certain show responsibilities, “sponsored” is defined as shows that the EAC assumes responsibility for, either full or shared, including financial responsibility. This does not include events that the EAC may “support” through allowed/approved use of the gallery space, cross marketing, or community good will.
- All shows sponsored by the EAC must adhere to the mission, guidelines, and policies of the EAC.
- Shows and events sponsored by the EAC cannot raise funds with the purpose of donation to non-profit organizations. **
- Any funds raised through donations of artists and patrons, through EAC events, must be used to support further arts events for the benefit of the Exeter community and to maintain the gallery.
- Every show sponsored by the EAC must have an EAC member as chair person or co-chair.
- All shows sponsored by the EAC are inclusive of all artists, without discrimination. Most shows are un-juried. However, restrictions may be placed on size, quantity, theme, and genre, as well as the number of participants on a first-come-first-serve basis. EAC sponsored shows may not be by-invitation-only.

- The EAC reserves the right to hold an officially juried show, which would be open to all artists through a jury processes designated and officiated by the EAC.
- A flat budget is set for *entertainment* purposes (music, dancing, etc) at EAC sponsored art shows: \$100 per person for adult performers and \$50 per person for student performers, with a cap of \$300 maximum per show. This may be overridden on a per show basis with a majority vote of the committee.
- The overall budget for each show must be presented to and approved by the EAC, in advance.
- Artists participating in any EAC sponsored show do so at their own risk and assume full liability over their own art work for damage, theft, or any form of loss.
- Artists retain 100% of all sales of artwork during EAC sponsored shows, and the EAC does not profit from any sales of artists' work. **
- The EAC is the ultimate curator for all exhibits held in the Town Hall Gallery, and reserves the right to reject work based on community standards.
- An EAC liaison will be appointed to work with all organizations using the Town Hall Gallery.
- Assignment and usage of the space for a particular show or event applies only to the duration of that event, as agreed to by the EAC.
- For the purposes of gallery usage during a show, a reception is considered to be an opening time during the agreed upon dates of the show and cannot be organized before the show begins or after the show ends.
- Groups that have been granted permission to use the gallery and/or back room should provide the EAC with dates and times of all events and opening times during their use of the space.
- Organizations and artists other than the EAC who have been approved to use the gallery must go through the process of applying for permit to serve alcohol if they wish to have wine or beer at a reception or during a show. Groups and artists should be advised to contact the town manager's office.
- All events that are planned on behalf of the EAC, whether in the gallery space or not, must be discussed in a meeting and voted on by the committee.
- The concept, theme, and/or title of any show or event discussed in and approved by the committee as an EAC sponsored show or event belongs to the EAC, not the individual member or any other group or organization, unless the event/show proposed is specifically a collaboration.

Financial/Fiscal

- All expenditures must be submitted through the EAC treasurer to be properly accounted for, both within the EAC and by the town, to ensure prompt and correct payment. ** Requests for payment or reimbursement cannot be sent directly to the town finance department by any other member or non-member of the EAC.
- All expenditures of EAC funds must be approved by the full committee.
- As a town committee, the EAC cannot perform fundraising activities for the purpose of donation to non-profit agencies as this is “not a public purpose”. **

Keys

- Only EAC members will have on-going possession of keys to the building and 2nd floor spaces.
- The SOS open studio group may maintain one copy of the key, on behalf of the EAC, and are responsible for ensuring that only the appropriate and responsible members of SOS will hold the key for the days they are responsible for opening the building.
- All persons receiving a copy of the key, whether long-term or temporary, must complete a “key sign-out form”. **
- Organizations other than the EAC using the gallery and/or backroom space may have a single key that they will be responsible for sharing with those who will be opening and closing the gallery.
- No duplicate copies of the key may be made, unless by EAC members, after discussion at a meeting. **

Other

- The EAC will not actively promote shows, events, or classes for individual artists or other organizations by use of the EAC email subscribers list. (The email subscriber list is a distribution list, which is maintained in the EAC email account, of email addresses for patrons and artists who have expressly requested to receive information about the EAC and EAC sponsored events.)
- The EAC will strive to review and update the Bylaws on an annual basis, at the beginning of each year.
- All members are expected to read and understand the Bylaws upon appointment to the committee and to actively participate in the review and updating of the Bylaws.
- All officers and member roles are voted in by a majority vote of the committee.

- If a nominee for any officer position or role fails to win a majority vote, the current active officer member will remain in that position.

Seacoast Open Studio

- The Seacoast Open Studio (SOS, formerly Painting Club) is a service provided and supported by the EAC. This service has been provided since at least 2006.
- An EAC member will be the liaison between EAC and SOS. All requests and issues for the SOS should go through the liaison.
- The SOS must adhere to all the policies and procedures of the EAC.
- SOS is open to everyone to attend, without discrimination.
- Attendees will make a nominal donation on the days they attend to help support the maintenance of the gallery and EAC, as well as cover the expense of an annual SOS show.
- The EAC will sponsor an annual show on behalf of the SOS artists.
- The SOS art show will be open to any artists who desire to participate, though the show does not necessarily have to be openly advertised with a “call to artists”.

EAC Member Officers

Chair: Sets the agenda for and directs the monthly meetings, run according to Robert’s Rules. Ensures that the meeting notice and agenda are filed with the Town Manger at least twenty-four hours before the meeting. ** Is the liaison between the Town Manager and the EAC. Is the liaison with all groups and individuals wishing to use the Gallery. Writes and submits the Annual Report.

Vice-Chair: The Vice-Chair fills in and assumes responsibility of the Chair when necessary and assists in development of the meeting agendas. Functions as “public relations coordinator”, responsible for maintaining electronic contacts lists, sending regular electronic communications, reading and responding to EAC email. Also responsible for coordinating use of the backroom, which includes: accepting and processing all request applications for use of the backroom, coordinating the schedule, ensuring the proper insurance information is filed, and acting as liaison with artists and groups wanting to use the space.

Treasurer: Works directly with the Finance Department, maintains an accounting of all funds in and out, processes requests for invoice payments, processes deposits of any checks written to the EAC, communicates financial business to the EAC, and produces an

Annual Financial Report. In the absence of a Vice-Chair, the Treasurer will fill the Vice-Chair role.

Scribe: Records the minutes of each EAC meeting, and provides the EAC, Town Selectmen, and Selectmen Representative with the meeting minutes. Files the minutes of all meetings with the Town Clerk and Town Manager in a timely manner. (A draft of the minutes should be filed within 5 days and the final version of the minutes is due after voted on by the committee.) ** Maintains a history of EAC activities. Organizes all files and paperwork for the committee..

Member: All EAC members are responsible for attending meetings and assisting with shows and events. Each member is expected to adhere to the following:

- must assume responsibility as the chair or co-chair of an EAC sponsored show, or act as liaison to Seacoast Open Studio;
- should assist with the hanging of at least 2 shows, as well as the holiday show, and attend/support at least 2 openings, per calendar year;
- do a fair share of gallery sitting for each EAC sponsored show and will not fulfill their share of gallery sitting with non-EAC members without notification of and approval by the show chair;
- make no unilateral decisions on behalf of the EAC and will bring all events proposed as EAC events and issues related to the EAC to the attention of the whole committee in advance to be discussed and voted on;
- bring all documents that will be publicly released on behalf of the EAC to the EAC chair and all publicity for a show to the show chair for approval;
- adhere to the town policies and procedures and bring all town requested approval forms that are needed for EAC events to be voted on by the EAC prior to submitting to the town;
- always make it clear, if a member is affiliated with more than one group, when they are representing EAC versus another group and must be cognizant of any potential for perceived conflict of interest;
- abstain from voting on any decision if there is a conflict of interest and if voting may benefit a family member.
- A member who fails to attend 60% of meetings in a calendar year, may be removed from the committee, in accordance with select-board policies.

Role of Web-Master: Responsible for maintaining the EAC website, updating the calendar of events, posting gallery images and calls to artists, and managing web content. Also responsible for coordinating with treasurer and managing/ensuring payment of annual web hosting and domain name registration fees.

EAC Show Chair

Each show sponsored by the EAC must have an EAC member designated as chair or co-chair for the show. This person is responsible for organizing, arranging, and coordinating the following show tasks:

- If it hasn't already been, schedule the big sign space with the Town Manager's office
- Marketing and Call to Artists
- Show hanging
- Arrangements for the reception
- Removal of all reception foods and garbage by Sunday afternoon of the reception weekend (garbage can be brought to the barrel in the 1st floor front lobby so that town maintenance will remove it at the beginning of the week) and general cleanup.
- Gallery sitting schedule
- Management of show finances and coordination with the treasurer
- Show take down, and return of art and sales to artist

It is not expected that the chair/co-chairs will be solely responsible for doing everything related to the show, but are responsible for coordinating and delegating. Being chair/co-chair does not permit the member to make other unilateral decisions outside of the committee or waive any other policies and procedures defined in these Bylaws. Being chair/co-chair of one show also does not excuse members from participating in and assisting with other shows and events sponsored by the EAC.

Regular EAC Tasks/Work Load

All of these tasks must get done and are getting done by someone. This list is not intended as an expectation that everyone should be doing all of them. The EAC is cognizant that we are all volunteers and that no one would be expected to attend each and every event we sponsor.

Chair/Vice-Chair/Co-Chair

- Prepare agenda and facilitate meetings
- Provide agenda and public announcements of all meetings to town manager
- Primary contact for town management
- Primary contact for community requests for shows and use of 2nd floor
- Primary contact for any issues and questions related to space and committee
- Prepare annual report for town
- Ensure compliance with procedures and paperwork required by town
- Maintain records of and control over keys to building
- Maintain bylaws/policies/procedures as needed
- Liaison with town and community regarding committee, shows, and gallery space
- Requires availability and work for the committee for several hours every week

Treasurer

- Accounting/book keeping for all budget/funds for the committee
- Collect and account for donations from SOS and other groups using the space
- Collect and account for all donations during shows
- Arrange cash for sales, musicians, receptions, etc as needed, including cashing out checks written to EAC for art purchases
- Process requisitions for payments on behalf of the EAC
- Coordinate with town financial officers regarding budget and payments
- Prepare annual accounting report
- Ensure compliance with procedures and paperwork required by town
- Photocopy all checks received, deposit, and provide paperwork and explanation to town treasurer
- Fill role of acting co-chair if there is no co-chair
- Requires availability and work for the committee for several hours almost every week, including paperwork and accounting for every show. December is the busiest, most critical month for the treasurer to be available.

Secretary

- Take minutes at all meetings
- Type minutes and provide draft to town manager within 5 days after meeting
- Present minutes to committee for vote

- Make any corrections to minutes and provide final copy to town manager and clerk
- File paperwork for the committee
- Occasional handle formal communications, such as thank you notes
- Maintain record/scrapbook of committee activities and history

Back Room Coordinator

- Gather and verify paperwork for all requests to use the back room
- Maintain schedule of requests to use back room
- Present requests to Chair and/or committee for approval/voting
- Communicate and coordinate with artists/groups using space

Town Offices – Lottery Hanging

- Facilitate lottery hanging 3 times per year (coordinated with town) – includes tracking art hung, preparing paperwork, notifying town manager, getting key, working with town on available spaces, etc.
- Communicate with artists on any problems/changes with art in town offices building
- Work with town manager on any needs to move/change art, such as during building maintenance (usually once or twice a year)

Communications/Public Relations

- Regularly check email account and respond to emails as needed
- Send regular emails about events and calls to artists
- Post regularly in social media
- Maintain electronic distribution list(s)

Website

- Maintain website for events, updated information, photos, etc
- Manage registration/fee for website, hosting, domain name

For Shows/Events

- Attempt to schedule use of the big sign space
- Marketing and call to artists
- Schedule music
- Organize reception(s)
- Coordinate volunteers for hanging and gallery sitting or managing event
- Management of event finances and coordination with treasurer
- Removal of food and basic gallery cleanup after receptions
- Show take down and returning art to artists
- Applications for use of space other than gallery as needed

Other

- Chair/co-chair for each show (minimum of 5 shows)
- Provide show summary to chairperson for annual report in Jan (as requested)

- Liaison for non-EAC shows (usually 3) and Seacoast Open Studio
- Assist with hangings for shows
- Gallery sit for all shows
- Attend openings for shows
- Attend and support 1st Friday and other EAC events throughout the year
- Attend meetings monthly and as they are scheduled
- Additional marketing, signs, banners, etc.
- Arranging to have space cleaned as needed
- Gallery improvements as needed
- Obtaining supplies, hardware, materials, etc, as needed
- Maintain/update forms and documents

Exeter Arts Committee Timeline

The following timeline summarizes the documented history of the EAC and Town Hall Gallery. This information was compiled from BOS meeting minutes, Exeter Town Reports, former EAC members, including Bill Childs and Dean Scott, former Selectman Bobby Aldrich, and EAC historical records, including meeting minutes and emails.

- 1991 -- Town of Exeter Selectmen formed the Exeter Arts Committee (EAC) and tasked the committee with curating a display of art in the Town Office building three times per year.
- 1993 -- The EAC petitioned the Selectmen to expand the committee's role and update the mission statement. The discussion primarily focused around the committee curating the display of art work in the Town Offices, but the changes to the mission statement established the possibility of future expansion for other events and inclusion of other forms of art. The Selectmen unanimously voted to change the EAC mission to the mission that continues to guide the committee:

“The mission of the Town of Exeter Arts Committee (EAC) is to promote community centered art and to work with local artists to develop an environment that supports their work. This mission includes visual arts, music, dance, and poetry, among others.”

(See BOS meeting minutes for May 3, 1993)

Further discussion on the role and purview of the committee continued, with a letter of request from the EAC to the BOS, which expanded the role and authority of the EAC to curate art in all forms on any “town properties”. This request was approved and supported by the BOS. (See BOS meeting minutes for May 10, 1993, letter from EAC chairperson is attached to meeting minutes.)

During this timeframe, the EAC hosted special art show seasonally, with community receptions, making use of the Town Offices, the front lawn of the Town Offices, the Town Hall, and Town Hall steps/portico. The EAC shared use of the 2nd floor of the Town Hall with the Exeter Players and Exeter Area Arts Association (EAAA), primarily as a work/class space and storage. (The EAAA was a non-profit arts organization that worked closely with the EAC on art shows. Additionally, they provided theater and music events and classes.)

Town of Exeter received an award from the NH State Council for the Arts for sponsoring the only municipally supported arts committee in the state. (See BOS meeting minutes for Aug. 23, 1993, letter from NHSCA attached to meeting

minutes.) This award was officially presented to the Town in a ceremony in Concord on Sept. 21, 1993.

1994 -- The EAC petitioned the BOS to increase the membership of the EAC from 5 to 7 appointed members to support the expanded work load, role, and services of the committee for the community. This was unanimously approved. (See BOS meeting minutes for Feb. 14, 1994.)

1996 -- Exeter Players disbanded and relinquished use of the 2nd floor of the Town Hall. The organization notified the Selectmen of their plans to vacate the space and requested assistance from Public Works to clean out the space, with the intention of vacating the space by Sept. 1996. (See BOS meeting minutes for Apr. 29, 1996.)

The Town Hall 2nd floor space was cleaned up with the assistance of Public Works.

1997 -- The EAC petitioned the BOS to expand the number of members from 7 to 10 appointed members, including the Selectmen's rep. This request included a discussion of the committee's role and responsibilities and the expanded service being provided by the committee. This was approved with a unanimous vote. (See BOS meeting minutes for May 19, 1997.)

In 1997, the EAC and EAAA worked closely together to provide arts events to the community. The EAAA and EAC presented an initial proposal to the BOS to use the 2nd floor of the Town Hall as a gallery space. (See BOS meeting minutes for Nov. 17, 1997.)

1998 -- The EAC and EAAA submitted a formal proposal to clean up and renovate the 2nd floor of the Town Hall to be used as a visual arts gallery. (See BOS meeting minutes for Jan. 12, 1998.)

The BOS discussed and unanimously approved the use of the 2nd floor of the Town Hall as a visual arts gallery. (See BOS meeting minutes for Feb. 2, 1998.)

During this timeframe, repairs and improvements were made to the Town Hall Gallery by the Town Facilities Department, including the walls painted, the floors replaced, and the bathroom installed.

Subsequently, there were requests for and approvals of the scheduling of art shows in the 2nd floor Town Hall Gallery almost every month through 1998.

The EAC and EAAA petitioned the BOS for approval to place sandwich boards on the sidewalk and steps in front of the Town Hall to help market the art shows and bring more community awareness to the new Town Hall Gallery space. They

also requested that the town consider adding additional signage in support of the gallery. This was supported and approved. (See BOS meeting minutes for Apr. 27, 1998.)

- 2000 -- Use of the Town Hall Gallery, in cooperation with the EAC and EAAA, expanded to other organizations and committee members. This is the first year that the NH Society of Photographic Artists began using the Town Hall Gallery for their annual photographic arts show.

The EAC notified the BOS that the EAAA had dissolved. The EAC proposed to the BOS that the committee should continue using and managing the Town Hall 2nd floor as a community gallery. (See BOS meeting minutes for Dec. 18, 2000.)

The EAC has been managing the Gallery, in cooperation with and with permission from the Selectmen ever since.

- 2001 -- The EAC reported to the BOS an update on activities, including a full schedule of art shows in the gallery for the year, and on the status of the Town Hall Gallery. The EAC submitted a proposal for the installation of an elevator to improve accessibility to the gallery, to be funded primarily by the EAC, with support of the town. (See BOS meeting minutes for Apr. 30, 2000.)

The EAC launched a fundraiser to pay for the installation of an elevator, making the 2nd floor Town Hall Gallery more accessible. The was supported by the Town and a Town bank account was opened for the EAC to deposit funds raised.

The EAC presented a report on the update/status of the gallery/elevator fundraising efforts to the BOS. The Town, via the EAC, received a \$5000 grant from the Greater Piscataqua Charitable Foundation. The committee raised an additional \$6700 and requested a Warrant Article be issued for \$40,000 in support of the project. At this time, the EAC also reported that the Town Hall Gallery was fully booked for monthly art shows well into 2002 and that the committee had plans to use the back class/work room for artist demonstrations and classes. (See BOS meeting minutes for Nov. 19, 2001, letter from the EAC attached to the minutes.)

- 2002 -- Warrant Article (#17) submitted by Jane Bently on behalf of the EAC requested the citizens to approve \$40,000 to fund the Town Hall Gallery elevator.

The EAC petitioned the BOS to establish official staggered term limits on committee membership. Selectmen discussion included acknowledgement that this change would make the EAC more of a permanent town committee. This was approved and implemented. (See BOS meeting minutes for Mar. 18, 2002.)

The EAC delivered an update report to the BOS regarding the fundraising efforts for the Town Hall Gallery elevator. The committee raised over \$60,000 to have

the elevator installed. The remaining \$40,000 was funded through a warrant article. (See BOS meeting minutes for Jul. 1, 2002.)

The EAC notified the BOS of their intent to update policies, procedures, and bylaws, and requested that the BOS review them. (See BOS meeting minutes for Aug. 12, 2002.)

Mr. Pace, during Selectmen committee updates stated “Arts Committee to discuss policies due to stewardship of the Town Hall.” (See BOS meeting minutes for Oct. 7, 2002.)

The EAC revised Bylaws regarding stewardship of and policies for use of the Town Hall Gallery and class/work back room space to the BOS. The following is an excerpt from the BOS meeting minutes for Nov. 4, 2002:

7. Review of Arts Committee Policies for use of gallery.

Dolores Robolledo and Barbara Cowen, co-chairs of the Arts Committee, reviewed the proposed policies with the Board, intended to cover the responsibilities of their expanded duties. The By-laws would be adjusted to also include use of the additional office space for a classroom and clarification of renting out the Gallery space. It was clarified that revenues go to the Town’s general fund, noting it would be minus any cost for instructors.

Chairman Pace noted the Board does not vote on By-laws, as they serve as explanatory for a Committee. Questions arose concerning the signing of agreements, collection of fees and how the

3

use fits into the Town’s building use policy. The Arts Committee was granted permission several years ago to handle the Town Hall second floor space and applications are handled by their sub-committee. They also handle the scheduling, collection of fees and verification of insurance by renters.

Mr. Eastman asked about ‘objectionable art’ and it was clarified that it is handled on a case-by-case basis. When the Committee was first established, the Board granted the Committee the ability to handle this issue.

Mr. Ingram moved to approve the proposed Instructional Programs/Workshops policy as presented; second by Mr. Campbell. VOTE: Unanimous. (attached).

At this time, the EAC also proposed expanding services and offering classes in the back room. (Letter attached to the BOS meeting minutes from Nov 4, 2002.)

The EAC stewardship of the 2nd floor Town Hall Gallery is also documented and acknowledged in the 2002 Town Report, shown below:

ARTS COMMITTEE

Created in 1992, the Town of Exeter Arts Committee remains one of the few New Hampshire town-appointed subcommittees devoted solely to the promotion of the arts. The award winning Exeter Committee has come a long way since its creation, which was primarily the purpose of coordinating exhibits to adorn the walls of the Town Offices. Exhibits at the Town Offices still rotate three times a year, with a public reception during Winterfest.

Several years ago, the second floor gallery of the Town Hall was added to the Committee's area of responsibility. Aside from booking artists for monthly shows at the gallery, a holiday exhibit was put on in December by the Committee. The success of this exhibit was overwhelming and the Committee plans to make this an annual event.

Seeing the potential to expand its role in promoting local arts, the Committee launched a fund raiser last year which, with the help of Exeter taxpayers approving a warrant article for \$40,000, raised \$100,000 to install an elevator in the Town Hall. The elevator will make the Town Hall's second floor more accessible to the public.

All area artists are invited to display at the Town Offices, rent the exhibit space at the Town Hall and participate in the holiday exhibit.

Respectfully submitted,

Barbara Cowan (Co-Chair)
Iane Bentley

Dolores Rebolledo (Co-Chair)
Bill Childs

Peter Barlow
Iane Leonard

2003 -- The new elevator in the Town Hall was dedicated. Continued documentation of the acknowledgement and support of the EAC's stewardship of the space is documented in the 2003 Town Report where it is stated: "the Art Committee resumed regularly scheduled month long weekend exhibits in the second floor gallery..." and where the space is referred to as the "Town Hall Gallery".

The following image is from the 2003 Town Report:

EXETER ARTS COMMITTEE

The Exeter Arts Committee has continued carrying out its charge of mounting rotating art displays in the public spaces of the Exeter Town Offices. These year-round exhibits are changed three times a year in June, October and February. We regularly display the work of twenty to twenty-five Exeter area artists during each exhibit. An open invitation in our pre-exhibit newsletter attracts both new and repeat exhibitors.

With the completion of renovations and the installation of the new elevator in the Exeter Town Hall, the Art Committee resumed regularly scheduled month long weekend exhibits in the second floor gallery this past December, with a special display concurrent with the Holiday Open House and Festival of Trees in downtown Exeter. Subsequent exhibits will include both large group and individual displays of painting, sculpture, photography, crafts and other arts events in the second floor Town Hall Gallery.

On December 6th, 2003, the newly installed elevator was dedicated to Jane Bentley of Exeter for her fundraising leadership and to the late Bette Childs in recognition of her years of service to the Exeter Art Committee. The Committee extends its thanks to the voters of Exeter for the additional funding that made the elevator installation possible.

- 2007 -- EAC reviewed and updated the committee Bylaws. The Selectmen, via the committee's selectmen's rep, were involved in all updates and in the approval and implementation of the Bylaws. The Bylaws detail explicitly how the EAC manages the 2nd floor of the Town Hall and establishes the committee's stewardship of the space.

 - 2009 -- EAC addressed/reviewed policies and procedures for working with other organizations to use the 2nd floor. EAC worked with Facilities and the Town Manager's office to update policies and adopted/adapted the updated town facility usage form for all applications. Through this, management of gallery remained, at least implicitly, with the EAC.

 - 2010 -- Questions/concerns arose regarding building security. The EAC worked with Facilities and the Town Manager's office to take an inventory of keys, document who has a key, and update procedures regarding managing building keys. Ultimately, the EAC adopted use of the town "key sign out" form. Through this, management of the gallery remained with the EAC.
- The EAC worked with a lighting designer and the Town facilities and electricians to upgrade the gallery lighting for better display of art work. This project was completely funded by the EAC through donations and money raised.
- 2012 -- EAC Bylaws were again reviewed and updated with the assistance and approval of a Selectman.

The EAC commissioned new display panels for the gallery, which were completely funded by the EAC. The upgraded display system allows for maximum flexibility of the gallery space so that displays can be arranged according to needs and the panels can be removed to fully open up the space. The new system also provides 50% more space for hanging work.

2015 -- The EAC expanded the services provided to the community with the sponsorship of music on the bandstand during the summer, as well as an event with the Pontine Theater group.

2017 -- The EAC began working with Town facilities and electricians to plan further upgrades to the Town Hall Gallery lighting. The plan is to replace the current bulbs with LED bulbs and then expand the track lighting. This will provide brighter lighting, eliminate the need for floor lamps, and significantly lower the electricity usage in the gallery. The EAC began a fundraising campaign to accomplish this project.

EAC Bylaws were again reviewed and updated with the assistance and approval of a Selectman.

Town of Exeter Town Hall Gallery Usage Application and Policies

The following policies, responsibilities, and procedures apply to the use of the Town of Exeter Art Gallery on the second floor of the Town Hall, including the main gallery and/or backroom.

Procedures

All persons/parties wishing to use either the Town Gallery and/or the Backroom must adhere to the following procedures:

- Fill out the attached application and return to a member of the Exeter Arts Committee (EAC). It may be filled out in Microsoft Word and submitted via email or printed and submitted on paper by contacting an EAC member to make arrangements. (Use the Gallery contact information below.)
- All applications must be accompanied by an insurance binder or reference an up-to-date insurance binder already on-file with the EAC.
- Applications for the gallery will be assigned an EAC liaison as the point of contact. Applications for the backroom space only will work with the EAC Backroom Coordinator.
- When the application is approved, you will need to make arrangements with one of the EAC liaison to pick up the key.
- The EAC requests a \$35 donation to help cover the costs of gallery maintenance and cleaning.
- Please follow all EAC By-laws, Policies, and Procedures while using the Gallery and/or Backroom.
- Any group that wishes to have alcohol (including wine or beer) at any event or reception while using the Town Hall gallery and/or back room must follow the Town procedures and policies to apply for a permit and follow proper licensing. A copy of the permit should be provided to the EAC for the records.
- When you are finished using the space, ensure that the gallery and building are locked, and make arrangements to return the key to the EAC liaison.
- The person submitting the application assumes responsibility and must ensure that they will be available and actively involved to ensure all rules and policies are adhered to.
- The EAC reserves the right to deny any application, even for groups who have previously used the space, particularly if prior use has resulted in issues or problems.

Responsibilities

All persons/parties using the Town Gallery and Backroom space must agree to meet the following responsibilities, as well as the Policies and Expectations included in this packet:

- Please be respectful of the space and leave it in the same condition you found it.
- Please be sure to clean up after yourself, throw away paper towels and garbage, and remove trash and recyclables from the space and building when you are done.
- Use the “kitchen” sink for cleaning all art supplies and tools. Do not wash art supplies in the bathroom sink.
- Make sure all the lights, fans, and other electronics are turned off when you leave.
- Verify that the door to the back room is locked when you leave.
- Ensure that the building is locked and make arrangement to return the key to the EAC liaison.

Town of Exeter Arts Committee

Application to use Exeter Art Gallery or Gallery Back Room space

Please fill in all the required information clearly. Incomplete applications will not be accepted.

Insurance: The Town of Exeter requires liability insurance in the amount of \$1,000,000 to be submitted with this completed application.

Insurance Binder is: Attached _____ On File with EAC ___ under name _____

Facility Requested: Main Art Gallery _____ Back Room Space _____

Date of application: _____ Cleaning Fee (\$35): _____

APPLICANT INFORMATION

Name: _____ Address: _____

Town/State/Zip: _____ Phone: _____

Email: _____ Cell: _____

ORGANIZATION INFORMATION

Name: _____ Address: _____

Town/State/Zip: _____ Phone: _____

Email: _____

RESERVATION INFORMATION

Type/name of event: _____

Date: _____ Time: _____

Please list all dates and times, for all events and times you intend to have the gallery/backroom open (attach additional sheet if needed):

By signing this application, you acknowledge the receipt of the EAC Town Hall Gallery Usage Packet, and agree to all of the policies, procedures, and responsibilities accompanying this form.

Applicant Signature: _____ Date: _____

**By Applying to Use the Town Hall Gallery/Backroom,
You Agree to the Following Policies and Expectations**

(Please keep this and make it available to anyone sitting the Gallery on your behalf.)

1. All persons using the gallery are responsible for the care and light housekeeping of the space, including the Gallery, Backroom, “kitchen” area, and bathroom.
 - a. Treat the space kindly and respectfully, keeping in mind that it is a historic building.
 - b. No nails or other permanent fixtures, including strong sticky substances, may be applied to the walls of the Gallery.
2. Light housekeeping in item 1 is defined as removal of trash and recyclables from all areas, including the bathroom, sweeping of the gallery floor, wiping down of tables and sinks if necessary, vacuuming the carpet if needed, and leaving the Gallery neat.
3. If you encounter any problems with the space, including problems with the lighting, panels, maintenance issues, problems with the doors/locks, the elevator, plumbing, etc. please bring these matters directly to the EAC Chairperson and/or Gallery Liaison.
4. Make sure all lights, fans, and other electronics are turned off when you leave the building, including the back room, all floor lamps, and the bathroom.
 - a. Unplug all floor lamps as well.
5. The fire escape should not be used and the gallery door at the top of the fire escape should not be opened.
6. Ensure that the building is locked, including the side door and main front doors, when you leave.
7. Coordinate the use and return of the building key with the Gallery Liaison. Do not make copies of the key.
8. Everyone who opens and closes the gallery should sign in and out on the white board located near the back room.
9. All items brought in by artists and groups must be brought back out at the end of the show. No personal items can be stored in the gallery.
10. Tables and chairs should be folded up and returned to the storage areas after use.
11. **NO ART WORK MAY BE LEFT IN THE GALLERY.** It is the responsibility of artists and groups holding shows to ensure that all art work is removed from the gallery after a show. The EAC cannot store art in the gallery or back room.
 - a. Art work left in the gallery after a show will be viewed as abandoned and it will be assumed that the artist has relinquished their right to the work.
 - b. Abandoned work will be disposed of accordingly by the EAC.
 - c. Groups should ensure that all participating artists are aware of this.

**Old Town Hall Gallery
Opening & Closing Procedures (for non-EAC shows)**

Opening the Gallery:

1. Ensure that the side entrance door is unlocked. To do this:
 - Push in the “press bar”
 - Use the attached Allen Wrench to lock it in open/unlocked position.
2. Carry out the “sandwich boards” in the lobby, place them on the sidewalk in front of the building, and hang Velcro open sign on the front door to the building.
3. Hang the “Art Show Today” banner in the lower brackets on the pole at the end of the walk, found in the gallery next to the elevator.
4. Upstairs, open the double doors at the opposite end of the gallery, and use hooks to secure.
5. Go down the front stairs, open and unlock the front, main, door to the building.
6. Remove the velvet rope across the bottom of the stairs to the gallery.
7. Turn on any lights as needed.

Closing the Gallery:

1. Lock the front, main, door of the building and ensure it is closed securely. Place the velvet rope across the bottom of the stairs to the gallery.
2. Close the upstairs double doors and be sure they are locked.
3. Bring in the sandwich boards and “Art Show Today” banner. Return the banner to the gallery beside the elevator. Bring in the Velcro gallery open sign from the front door.
4. Be sure the gallery, sitting table, etc. are neat and in good order, and remove all trash.
5. Turn off all lights, fans, etc. including the Backroom and bathroom.
6. Close and lock the Backroom.
7. If you opened the fire escape door, ensure that it is closed completely and securely (it often requires slamming).
8. Be sure all windows are closed
9. Hang the velvet rope across the elevator door on the first floor.
10. Use the Allen Wrench to release the “Press Bar” on the side door.
11. Ensure that both the side and front doors are securely locked.
12. Return the key to your EAC liaison.

THANK YOU FOR YOUR HELP



Key Sign-out

I acknowledge receipt of the following key, belonging to the Town of Exeter, and agree to return all keys at the conclusion of your term. NO DUPLICATION OF KEYS IS ALLOWED.

Building: Exeter Town Hall _____

Print Name: _____ Email: _____

Address: _____

Phone: _____ Cell: _____

Organization: Exeter Arts Committee _____

Date(s) of Event: Ongoing thru end of term _____

Signature: _____ Date: _____

Office Use Only:

Key released by: _____ Date _____

Date key returned: _____

Method of return: in-person drop box other _____

Exeter Select Board
4/16/2018

Agenda: Swasey Parkway Turn Around

Dear Board Members,

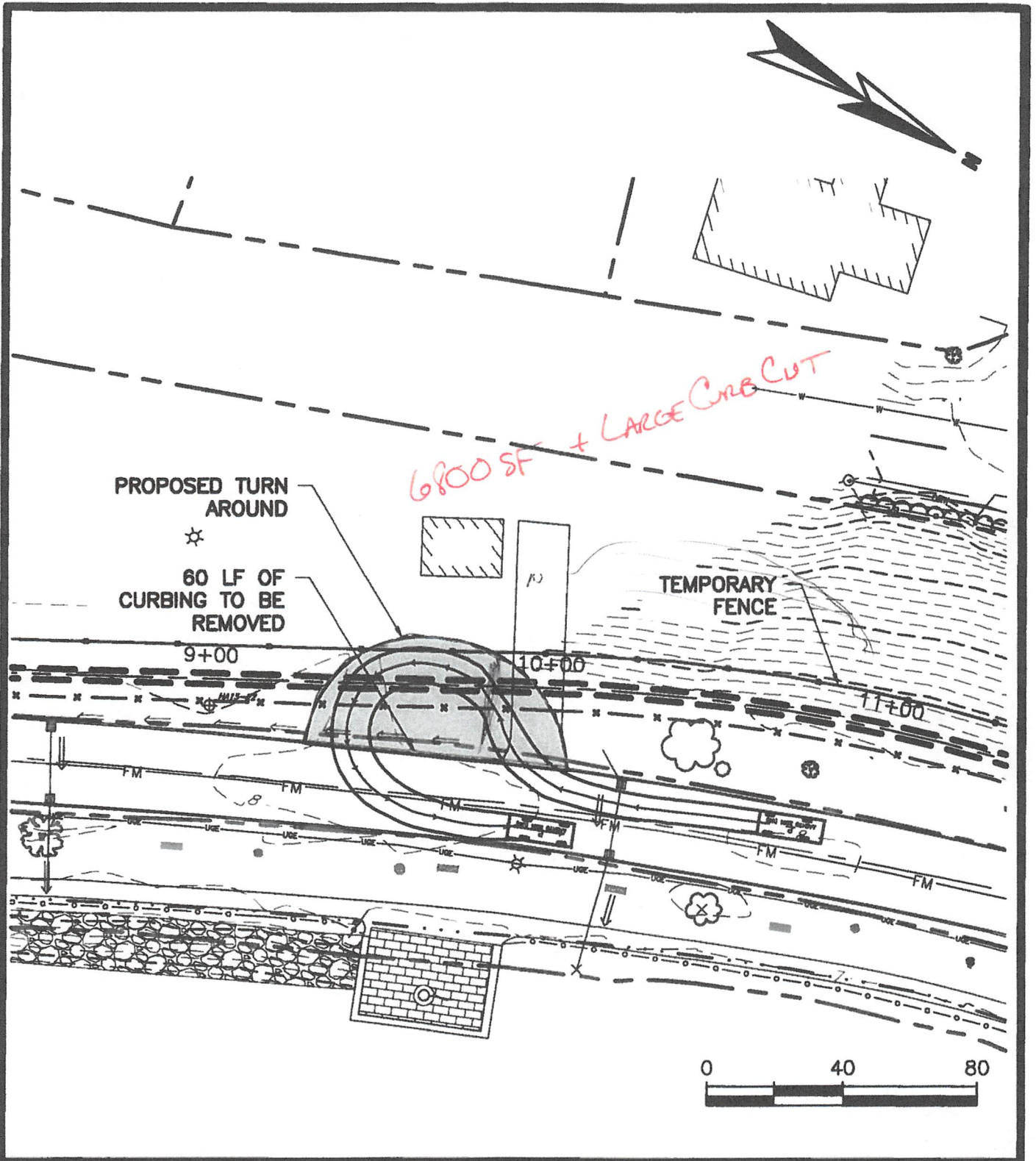
The Swasey Parkway Trustees have been discussing the possibility of a turn around in Swasey for the past three years.

Wright – Pierce Engineering has drawn three options. The trustees prefer Figure #1, with the turn around relocated to the right side of the paved road leading to the green block building.

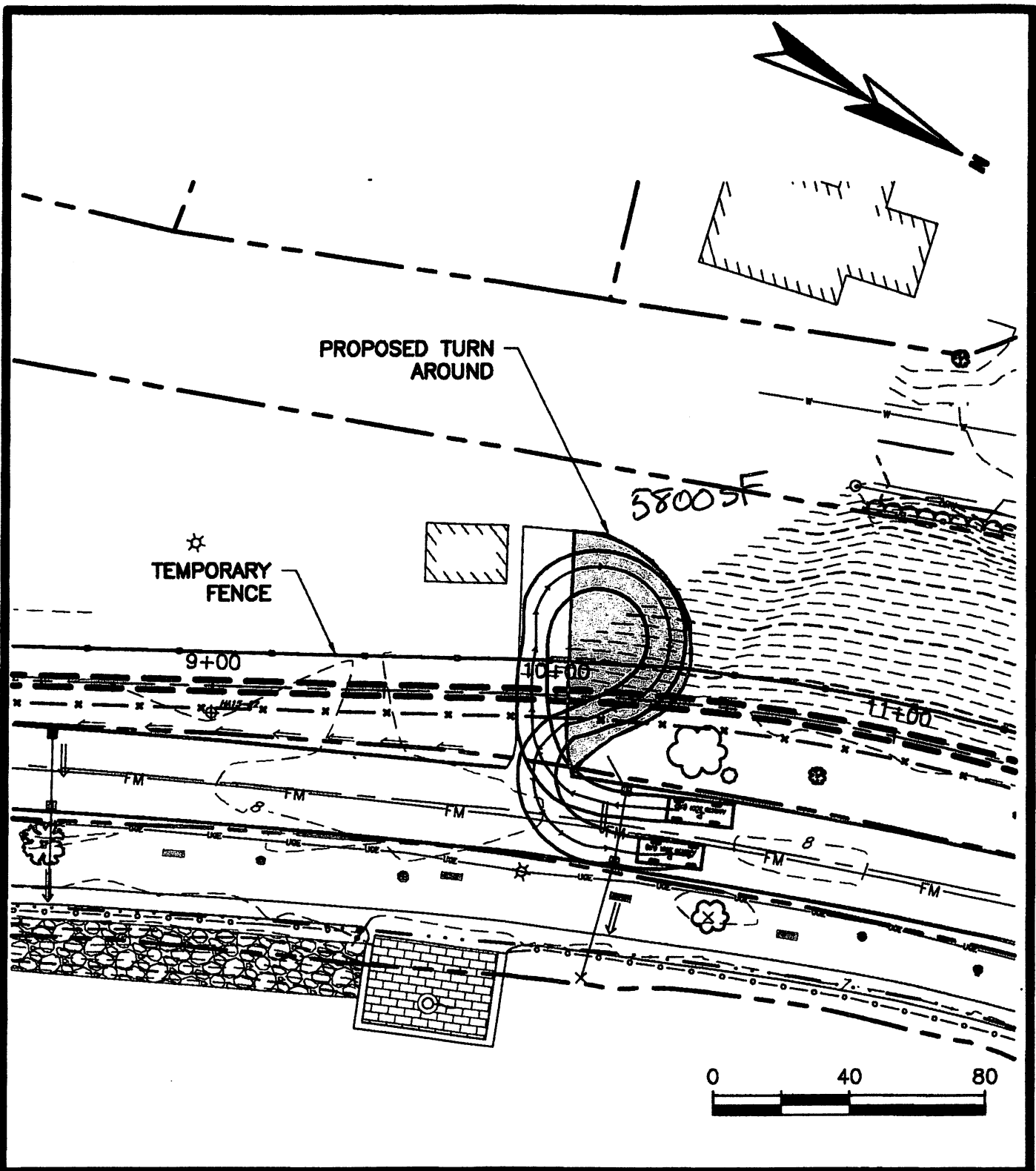
Thank you all for your time and input.

Mark W. Damsell

Swasey Parkway Trustee



EXETER, NEW HAMPSHIRE CONTRACT NO. 3 MAIN PUMP STATION UPGRADES		NO.	REVISIONS	DRAWN BY	APP'D
		①	TURN AROUND OPTION A		EJL
PROJ NO: 12883 DATE: JUNE 2017		②			
WRIGHT-PIERCE Engineering a Better Environment		③			
FIGURE NO. 1 REFERENCE: DWG C-5				FIGURE: FIG1	



EXETER, NEW HAMPSHIRE CONTRACT NO. 3 MAIN PUMP STATION UPGRADES		NO.	REVISIONS	DRAWN BY	APP'D
		①	TURN AROUND OPTION B		EJL
PROJ NO: 12883 DATE: JUNE 2017		②			
WRIGHT-PIERCE Engineering a Better Environment		③			
		FIGURE NO. 2 REFERENCE: DWG C-5			FIGURE: FIG2

SET

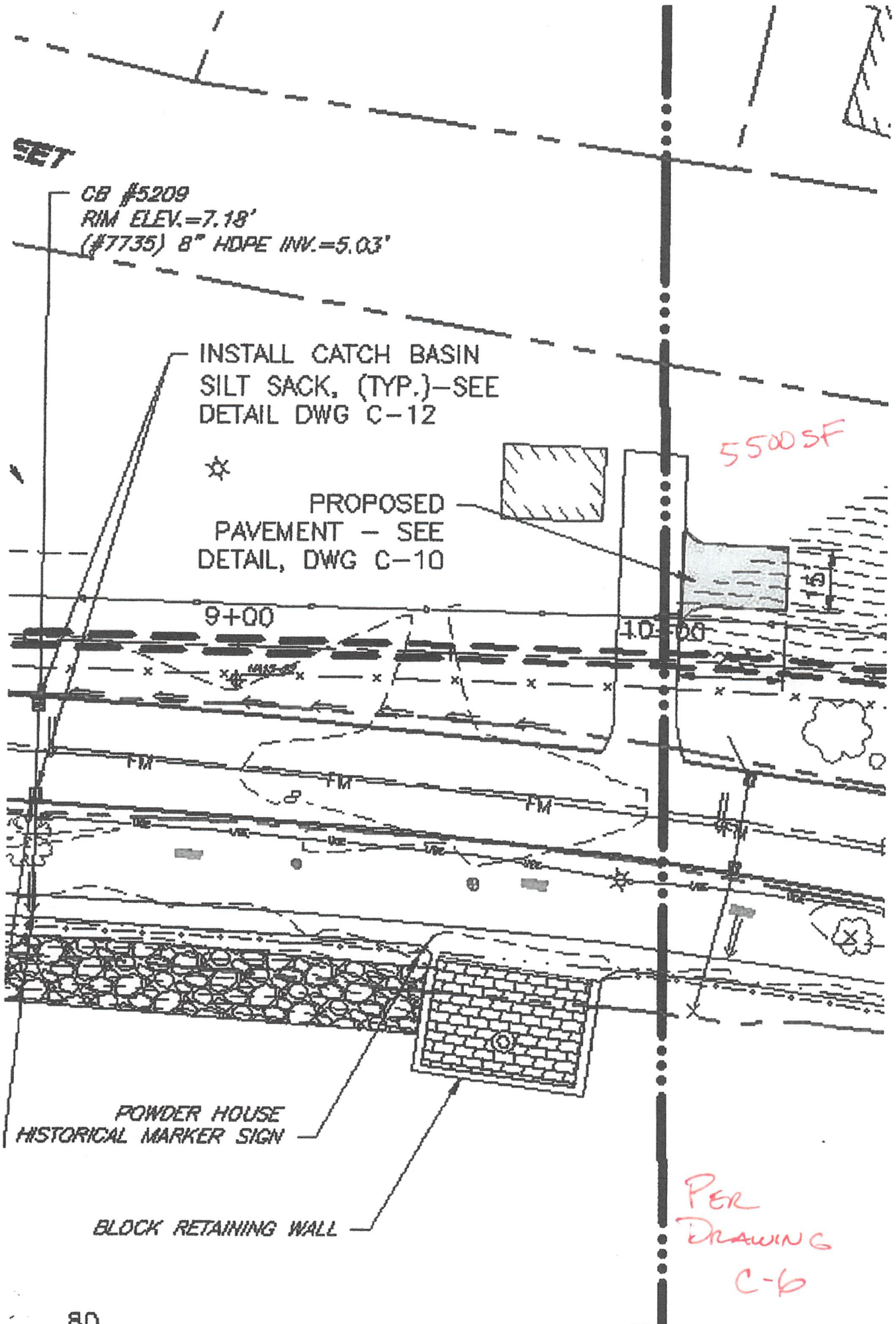
CB #5209
RIM ELEV.=7.18'
(#7735) 8" HDPE INV.=5.03'

INSTALL CATCH BASIN
SILT SACK, (TYP.)—SEE
DETAIL DWG C-12



PROPOSED
PAVEMENT — SEE
DETAIL, DWG C-10

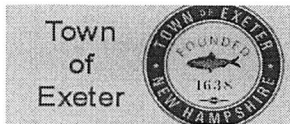
5500 SF



POWDER HOUSE
HISTORICAL MARKER SIGN

BLOCK RETAINING WALL

PER
DRAWING
C-6



Russ Dean <rdean@exeternh.gov>

Swasey Turnaround

Matt Berube <mberube@exeternh.gov>

Thu, Apr 19, 2018 at 2:19 PM

To: Russ Dean <rdean@exeternh.gov>

Cc: Jennifer Perry <jperry@exeternh.gov>, Trisha Allen <tallen@exeternh.gov>, Jay Perkins <jperkins@exeternh.gov>, David Sharples <dsharples@exeternh.gov>, Sheri Riffle <sriffle@exeternh.gov>

Hi Russ,

Responses to the questions above:

1. What is the cost? Hammerhead Turnaround: no extra cost, in the project already; Figure 1: add \$15,785.80 to the MPS contract cost; Figure 2: add \$14,531.15 to the MPS contract cost
2. When would the work be done? The contractor would like to do at the same time loam and seeding occurs, but this is all dependent on having good weather and the areas drying out. That includes the loam and seeding too. We hope loam and seeding won't be delayed due to weather and wet conditions.
3. Does the DPW, Planning offices have any specific recommendations regarding which option is best. DPW has no preference. I believe Figure 1 would be modified so that the turnaround is shifted north of the green building.

This has been described to me as "of the essence" due to the work being done. To this point I have also been understanding it is a "maybe" as the project cost would have to accommodate putting this in. It is an added cost to the project if an alternative to the Hammerhead Turnaround option is chosen. The funds are adequate and would be taken from the contingency portion, which includes all 3 contracts.

Let me know if you have any more questions.

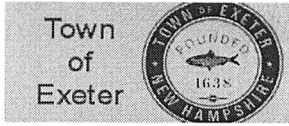
Thanks,
Matt

Matthew Berube
Acting Water & Sewer Managing Engineer
Department of Public Works
13 Newfields Road
Exeter, NH 03833
P) (603) 773-6157 ext. 167
F) (603) 772-1355

Notice the email change: mberube@exeternh.gov

Like us on Facebook!

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Russ Dean <rdean@exeternh.gov>

Swasey Turnaround - Cost

Jennifer Perry <jperry@exeternh.gov>

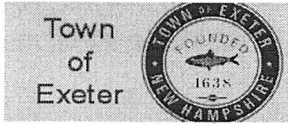
Thu, Apr 26, 2018 at 9:42 AM

To: Russ Dean <rdean@exeternh.gov>

Cc: Matt Berube <mberube@exeternh.gov>, Jay Perkins <jperkins@exeternh.gov>, David Sharples <dsharples@exeternh.gov>

The \$15,785 estimate for Option 1 is for the location shown on the drawing. Mr. Damsell's suggestion to move the turnaround to the north to the low point in the area will require removal of more unsuitable material, import of fill and adjustments to drainage and result in increased costs. We do not recommend relocating Option 1.

[Quoted text hidden]



Russ Dean <rdean@exeternh.gov>

Swasey Turnaround

Stephan Poulin <spoulin@exeternh.gov>
To: Russ Dean <rdean@exeternh.gov>

Wed, Apr 25, 2018 at 1:29 PM

Hello- Figure 1 looks like the best and safest option for this plan of the two. For motorist and pedestrian safety it would have to be a "one way enter" and posted no parking along it. There would also have to be "do not enter" signs on the exit and a stop sign with lines painted. It seems that this may be opening the door for future lane marking issues along the entire parkway with 2 way traffic as such and with cars entering road ways- but I suppose that is up to the Town Highway and State DOT safety audits/inspections. Both Selectwomen Corson and Gilman bring up good points as well. And I would add that if it is a "town road" as Mr. Damsell suggests, that it would still have to be plowable and cant be left untreated.

Captain Stephan R. Poulin

Patrol Division Commander

Exeter Police Department

20 Court St

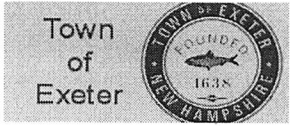
Exeter, NH 03833

Dispatch: 603-772-1212

Office: 603-773-6138



[Quoted text hidden]



Russ Dean <rdean@exeternh.gov>

Swasey Turnaround

Brian Comeau <bcomeau@exeternh.gov>
To: Russ Dean <rdean@exeternh.gov>

Wed, Apr 25, 2018 at 1:42 PM

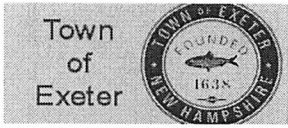
The Fire Department has no position on the turn around at the Swasey Parkway. The proposals will not cause any problems with emergency response.

Brian Comeau

Chief of Department / EMD

Exeter Fire Department
20 Court Street
Exeter NH 03833

On Wed, Apr 25, 2018 at 12:09 PM, Russ Dean <rdean@exeternh.gov> wrote:
[Quoted text hidden]



Russ Dean <rdean@exeternh.gov>

Swasey Turnaround

David Sharples <dsharples@exeternh.gov>

Thu, Apr 19, 2018 at 2:34 PM

To: Russ Dean <rdean@exeternh.gov>

Cc: Jennifer Perry <jperry@exeternh.gov>, Trisha Allen <tallen@exeternh.gov>, Jay Perkins <jperkins@exeternh.gov>, Matt Berube <mberube@exeternh.gov>, Sheri Riffle <sriffle@exeternh.gov>

Hi Russ,

I am unclear on why the turnaround is needed so that info could help me better understand the situation. That said, if you want the turnaround to service the public as well as vehicles accessing the building shown on the plans then option 1 is your best bet. If the turnaround is not intended for the public on the Parkway but only for service vehicles then the small pavement addition in the original scope satisfies that need. Either way you'd want to add the area as No Parking to the Police Offenses and sign it accordingly.

Thanks,

Dave

On Wed, Apr 18, 2018 at 9:40 AM, Russ Dean <rdean@exeternh.gov> wrote:

[Quoted text hidden]

Lincoln Street Phase 2 funding estimate

	Stormwater, roads, sidewalk	Sewer	Water	Total
2017 Warrant Article 5	\$ 1,702,000.00	\$ 932,000.00	\$ 168,000.00	\$ 2,802,000.00
Phase 1 funds remaining	\$ -	\$ 103,049.35	\$ 35,305.66	\$ 138,355.01
NHDOT SB 38 funds	\$ 254,066.33	\$ -	\$ -	\$ 254,066.33
Total Funds Available	\$ 1,956,066.33	\$ 932,000.00	\$ 168,000.00	\$ 3,056,066.33
Engineering Design	\$ 108,675.00	\$ 63,825.00	\$ -	\$ 172,500.00
Construction Administration	\$ 141,000.00	\$ 82,250.00	\$ 11,750.00	\$ 235,000.00
Legal/Bonds/Admin**	\$ 12,000.00	\$ 12,000.00	\$ 3,000.00	\$ 27,000.00
Construction	\$ 1,694,633.00	\$ 790,151.00	\$ 148,372.00	\$ 2,633,156.00
Total Estimated Cost	\$ 1,956,308.00	\$ 948,226.00	\$ 163,122.00	\$ 3,067,656.00
Remaining	\$ (241.67)	\$ (16,226.00)	\$ 4,878.00	\$ (11,589.67)

*CA costs are estimated based on the current scope of the project.

**This is an estimate.



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

Dear Select Board,

Exeter TV is nearing the end of our renovations of the former band room into the new Exeter TV Production Office. From our original \$10,000 budget, we have spent \$6,751.02, leaving us with \$3,248.98 to finish up the work inside the office. We are adding some final furnishing to complete the public facing aspects of the office, such as a small meeting area to meet and welcome citizens and creating a digital display of our three channels on the wall.

The largest cost items left are installing key card access, similar to that across the street, and installing a permanent air conditioning system. We plan to use the rest of our funds after furnishing to install the AC unit.

We are asking that the Select Board to allow Exeter TV to spend \$5690.93 from the CATV Fund for the purposes of installing two key card access doors in the Town Hall. These would be the office door and the back door by the elevator. This represents 2/3rds of the hardware cost and 40% of the software cost from our quote to do key card access and upgrades in both the Town Offices and the Town Hall alongside the IT Department which is installing newer controllers and a key card access lock for the Finance Department.

In the future, the town could decide to put key card access on most all of the doors in the Town Hall, eliminating security concerns over keys that are not turned in or become lost.

Additionally, we have finally completed the vetting process for acquiring a new broadcast server. This was in last year's CIP. We are going to go with a new vendor named Telvue which will bring new features and greater functionality to our channels. The total bill is \$64,897.59 which will be split 2/3 for Exeter TV and 1/3 of the cost by SAU16.

Regards,

Bob Glowacky
Executive Producer, Exeter TV

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

CERTIFICATE OF VOTE REGARDING AUTHORIZATION
OF BONDS AND APPROVAL OF
LOAN AGREEMENT WITH THE NEW HAMPSHIRE MUNICIPAL BOND BANK

I, the undersigned Clerk of the Issuer, hereby certify that a meeting of the Governing Board of Issuer (the "Board") was held on _____. A quorum of the Board was in attendance and voting throughout.

I further certify that there are no vacancies on the Board, that all of the members of the Board were duly notified of the time, place and purposes of said meeting, including as one of the purposes the authorization of bonds and the approval of a Loan Agreement between the New Hampshire Municipal Bond Bank (the "Bond Bank") and the Issuer.

I further certify that the following is a true copy of resolutions unanimously adopted at said meeting:

RESOLVED: That under and pursuant to the Municipal Finance Act, Chapter 33, N.H.R.S.A., as amended, the New Hampshire Municipal Bond Bank Law, Chapter 35-A, N.H.R.S.A., as amended, and other laws in addition thereto, and to votes of the Issuer duly adopted on March 11, 2008, March 10, 2015 and March 13, 2018 under Articles 10, 5 and 6 of the Warrants for such annual meetings of the Issuer there be and hereby is authorized the issuance of a \$5,675,022 Bond of the Issuer (the "Bond") which is being issued by the Issuer for the purposes of financing (i) the design and reconstruction of the String Bridge, (ii) the design and construction of roads, water and sewer improvements in the Epping Road Tax Increment Finance District as well as additional improvements, including road and signalization improvements and (iii) the replacement of a town water line on Washington Street from Brentwood Road to Front Street.

The Bond shall be dated as of its date of issuance, shall be in such numbers and denominations as the purchaser shall request, shall mature in accordance with the schedule set forth in Exhibit A to a certain Loan Agreement hereinafter described (the "Loan Agreement"), shall bear a net interest cost rate (as defined in the Loan Agreement) of three percent (3.00%) per annum or such lesser amount as may be determined by a majority of the Board. The Bond shall be substantially in the form set forth as Exhibit B to the Loan Agreement and otherwise shall be issued in such manner and form as the signatories shall approve by their execution thereof.

RESOLVED: That the Bond shall be sold to the Bond Bank at the par value thereof plus any applicable premium.

RESOLVED: That in order to evidence the sale of the Bond, the Treasurer of Issuer and a member of the Board are authorized and directed to execute, attest and deliver, in the name and on behalf of the Issuer, a Loan Agreement in substantially the form submitted to this meeting, which is hereby approved, with such changes therein not inconsistent with this vote and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers shall be conclusively evidenced by the execution of the Loan Agreement by such officers.

RESOLVED: That all things heretofore done and all action heretofore taken by the Issuer and its officers and agents in its authorization of the project to be financed by the Bond are hereby ratified, approved and confirmed.

RESOLVED: That the Clerk and the signers of the Bond are each hereby authorized to take any and all action necessary and convenient to carry out the provisions of this vote, including delivering the Bond against payment therefor.

RESOLVED: That the useful life of the project being financed is in excess of fifteen (15) years.

I further certify that said meeting was open to the public; the aforesaid vote was not taken by secret ballot nor in executive session; that notice of the time and place of said meeting was posted in at least two (2) appropriate public places within the territorial limits of the Issuer, or published in a newspaper of general circulation in said area, at least twenty-four (24) hours, excluding Sundays and legal holidays, before said meeting; that no deliberations or actions with respect to the vote were taken in executive session; and that the minutes of said meeting have been promptly recorded and have been or will be made open to inspection within one hundred forty-four (144) hours of said meeting, all in accordance with Chapter 91-A, N.H.R.S.A., as amended.

I further certify that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

WITNESS my hand and seal of the Issuer this _____ day of _____, 2018.

CLERK OF ISSUER

(SEAL)

=====

L O A N A G R E E M E N T

=====

AGREEMENT, dated the 22nd day of May, 2018, between the New Hampshire Municipal Bond Bank, a public body corporate and politic constituted as an instrumentality of the State of New Hampshire exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 35-A of the New Hampshire Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Concord, New Hampshire, and **Town of Exeter** (hereinafter referred to as the "Governmental Unit"):

W I T N E S S E T H :

WHEREAS, pursuant to the Act, the Bank is authorized to loan money (hereinafter referred to as the "Loans") to the Governmental Unit and the Governmental Unit is authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal bonds (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit has requested a loan from the Bank in the amount of **\$5,675,022** (hereinafter referred to as the "Loan") and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in at least that principal amount (the "Municipal Bonds"), which Municipal Bonds are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (hereinafter referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit by the purchase of the Municipal Bonds,

NOW, THEREFORE, the parties agree:

1. The following words or terms used herein shall have the following meanings:

- (a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to paragraph VIII of Section 6 of the Act.
- (b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used, determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding, as certified by the Bank.
- (c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which is equal to the principal amount of the Municipal Bonds outstanding.

(d) "Maximum Interest Cost Rate" shall mean an interest cost rate 3% per centum per annum.

(e) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.

(f) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.

2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan and to sell to the Bank the Municipal Bonds in the principal amount of the Loan. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of the Maximum Interest Cost Rate (as calculated by the "Interest Cost Per Annum" method) or at rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that Governmental Unit make funds available to the Bank for the payment of principal and interest at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.

3. The Governmental Unit has duly adopted or will adopt all necessary votes and resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.

4. The Municipal Bonds Interest Payments shall be not less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest payment date.

5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each principal payment date.

6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. Such Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof, to pay on a semi-annual basis:

(a) as the same becomes due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and

(b) as the same becomes due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.

7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay any Fees and Charges imposed by the Bank on a semi-annual basis.

8. The Governmental Unit agrees that any loan agreements previously entered into between the Bank and the Governmental Unit in connection with loan obligations previously undertaken and presently outstanding between the Bank and the Governmental Unit, are hereby amended so as to provide that the Governmental Unit shall make such funds available to the Bank with respect to the payment of interest and principal of each such loan obligation, if any, at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest or principal payment date pertaining thereto.

9. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of such Municipal Bonds thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 11 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding bonds, the amount which the Governmental Unit shall be obligated to pay under item (i) hereof shall be the amount set forth in the resolution of the Bank. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be obligated to pay under item (ii) above shall be the amount of interest set forth in the resolution

of the Bank. In no event shall any such sale or redemption of Municipal Bonds be affected without the prior written agreement and consent of both parties hereto.

10. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid general obligations of the Governmental Unit as required by the Act. The Governmental Unit shall bear the cost of such opinion.

11. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed.

12. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.

13. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.

14. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or

(b) the Governmental Unit has violated commitments made by it in its application and supporting document or has violated any of the terms of this Loan Agreement.

15. (a). The Governmental Unit agrees to furnish to the Bank annually as long as any of the Municipal Bonds remain outstanding such financial reports, audit reports and other financial information as the Bank may reasonably require.

(b). So long as the Governmental Unit shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Governmental Unit agrees to furnish to the Bank (1) such financial information and operating data with respect to the Governmental Unit at such times and in such forms as the Bank shall reasonably request in order to comply with the provisions of the Rule, (2) when and if available, the Governmental Unit agrees promptly to provide the Bank with its audited financial statements for each fiscal year and (3) the Governmental Unit agrees to provide to the Bank in a timely manner, notice of any of the following events with respect to the Municipal Bonds, if material:

- (a) Principal and interest payment delinquencies.
- (b) Non-payment related defaults, if material.
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (e) Substitution of credit or liquidity providers, or their failure to perform.
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Municipal Bonds, or other material events affecting the tax-exempt status of the Municipal Bonds.
- (g) Modifications to rights of the beneficial owners of the Municipal Bonds, if material.
- (h) Bond calls, if material, and tender offers.
- (i) Defeasance of the Municipal Bonds or any portion thereof.
- (j) Release, substitution or sale of property securing repayment of the Municipal Bonds, if material.
- (k) Rating changes.
- (l) Bankruptcy, insolvency, receivership or similar event of the Government Unit.
- (m) The consummation of a merger, consolidation, or acquisition involving the Government Unit or the sale of all or substantially all of the assets of the Government Unit, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Governmental Unit agrees that from time to time it will also provide notice to the Bank of the occurrence of other events, in addition to those listed above, if such other event is material with respect to the Municipal Bonds.

The Governmental Unit will provide, in a timely manner, to the Bank, notice of a failure to satisfy the requirements of this Section.

The intent of the Governmental Unit's undertaking pursuant to this Section is to facilitate the Bank's ability to comply with the requirements of the Rule. Accordingly, the Governmental Unit agrees to provide the Bank with any additional information the Bank may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

To the extent the Rule no longer requires issuers of municipal securities to provide all or any portion of the information the Governmental Unit has agreed to provide pursuant to this Section, the obligation of the Governmental Unit to provide such information pursuant to this Section also shall cease immediately.

The sole remedy available to the Bank or to any other person for the failure of the Governmental Unit to comply with any provision of this Section shall be an action for specific performance of the Governmental Unit's obligations under this Section.

16. The Governmental Unit shall not take, or permit to be taken, any action or actions that would cause any Municipal Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as from time to time in effect (the "Code") or a "private activity bond" within the meaning of Section 141(a) of the Code or that would cause any Municipal Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or that would otherwise cause interest on the Municipal Bonds to become included in gross income of the recipient thereof for the purpose of federal income taxation.

The Governmental Unit shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Unit on the Municipal Bonds shall be excluded from gross income of the recipient thereof for the purpose of federal income taxation under any valid provision of law and to assure that the Municipal Bonds shall not be "private activity bonds" within the meaning of Section 141(a) of the Code, including the preparation and filing of any statements required to be filed by the Governmental Unit in order to maintain such exclusion.

17. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

18. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

19. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

20. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

NEW HAMPSHIRE MUNICIPAL BOND BANK

Attest:

By _____
Secretary, NHMBB

(NHMBB SEAL)

By _____
Chairman, NHMBB Board of Directors

Attest:

By _____
Member, Board of Selectmen

By _____
Town Clerk

By _____
Town Treasurer

Town of Exeter (SEAL)

Updated
4/26/18

Town of Exeter

Communications Advisory Committee

Mission Statement:

The Communication Advisory Committee's role is to promote a more robust dialog between the town and its citizens by evaluating and refining and expanding the different ways the town communicates.

Committee Charge:

Upon adopting the 2018 Town Master Plan the following action items were proposed. These action items provide the cornerstone of the Communications Advisory Committee:

1. Establish a small committee charged with researching municipal information and management technologies for the Town.
2. Evaluate the ways in which the Town communicates with the public and ensure that strategies maximize citizen engagement across multiple platforms. Determine the strategies that could be strengthen and move forward with ways for improvement.
3. Establish baselines to organize community forums to discuss issues important to Exeter. Ensure that events, especially large ones, provide options for food and child care.
4. Work with ExTV to establish procedures to be used by ExTV when interfacing with the citizens when creating TV programming.

Members of this advisory board shall consist of the following members:

There is hereby established by the Selectboard a seven(7) person Communications Advisory Committee

1 member of the Selectboard – Non Voting

Exeter TV staff – Non Voting

7 At Large Members (appointed by Selectboard)

At large members shall serve three-year staggered terms. Initial appointments shall be made for 1,2, and 3 year terms and thereafter be 3 year term.

List for Select Board's meeting April 30, 2018

Water / Sewer Department Abatement's		
<u>Name</u>	<u>Location</u>	<u>Amount</u>
Daniel Grube	30 River Bend Circle	\$195.27 (sewer only)

Abatement Request – Water/Sewer Department

Meeting Date: 4/30/18

Applicant: Daniel Grube, 30 Riverbend Circle

Property Description: 30 Riverbend Circle is a single family home. The property is owned by Daniel Grube.

Discussion:

The Water & Sewer Department received an abatement request in April 2018. The Water & Sewer Department did not go to the home to do any investigations, leak checks, or any data downloading. The leak was identified by the homeowner. Homeowner found leak in the garden hose.

Conclusion:

Based on the abatement request, the Water & Sewer Department believes a leak occurred on the property. Select board policy states that in the event the source or cause of the abnormally high consumption is related to a leak due to customer negligence such as failure to maintain internal (private) plumbing fixtures in good repair, the customer shall be held responsible for the entire bill. If the Board wishes to grant the abatement for, the sewer usage portion above the usage average, the calculated abatement amount is \$195.27 for a new bill total of \$403.30.

Special Notes:

Found the leak under the deck.

Board of Selectmen Review: _____

Accept Request: _____

Deny Request: _____

Chairperson Initials: _____

Water & Sewer Abatement Receipt

Reason for Abatement: The Board of Selectmen made a decision to grant an abatement according to Selectman Policy 08-30

Abatement Amounts: \$195.27 (S only)

New bills total: \$403.30 (S only)

BOS Signature: _____

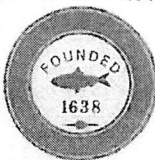
BOS Signature: _____

BOS Signature: _____

BOS Signature: _____

BOS Signature: _____

Town of Exeter



Water/Sewer Abatement Request Form

Please Print:

Full Name: Daniel P. Grube
Mailing Address: 30 RIVER BEND CIRCLE
EXETER, NH 03833
Service/Property Address: 30 RIVER BEND CIR
EXETER, NH 03833

Today's Date: 4/11/18
Account Number: 232354347
Route Number:
Phone Number: 603-505-2703

Utility Abatement Requested for: Water Sewer Water & Sewer X
Date of Bill: 3/30/2018 Billing Period from 12/20/2017 to 3/20/2018 Amount of Bill: \$ 598.57

Owner's reason for the abatement request (Please be as specific as possible): Please see attached letter

Signature of Applicant: [Handwritten Signature]

Date: 4/11/18

Signature of Billing Office

Date

Do not write below this line

Reviewed by: [Handwritten Signature]
Comments:

Date of Review: 4/24/18

Total Usage= gallons
-Q -year Average- (+ +) / = gallons
Excess above average- gallons
Half of Excess gets abated- gallons

Due
Remaining excess- gal -yr average- gal Billable usage- gal
Tier 1-- rates
water gal * \$ /1000 gal = \$
sewer gal * \$ /1000 gal = \$
Tier 2--rates
water gal * \$ /1000 gal = \$
sewer gal * \$ /1000 gal = \$
Tier 3-- rates
water gal * \$ /1000 gal = \$
sewer gal * \$ /1000 gal = \$

Total due=

Recommendation: Disapprove Approve Amount: \$

Approval/Disapproval Signature: Date:

If you disagree with the decision of the Department of Public Works & the Finance Department, you may appeal to the Town of Exeter Board of Selectmen. If you wish to appeal, please sign below and return this form to the Finance Department at 10 Front Street.

Signature of Applicant

Date

4/11/18

Dear Town of Exeter,

On April 23rd we were notified that our water and sewer usage read at an abnormally high level at our residence of 30 River Bend Circle. It took me a few days to pinpoint the reason for that and it wasn't until I was in my backyard that I realized the exterior garden hose had been steadily dripping since December. Evidently, I had opened the hose valve to ensure the pipes didn't freeze, but the shutoff from the inside was not off all the way, which is why the drip persisted.

I recognize this was totally my fault, but as new homeowners (as of March 2017), I assure you my intent was right and I most certainly learned a hard lesson when "winterizing" my house. The hose is located under my back deck, which is not somewhere I ventured to during the winter and since there was no leaking inside the house, I didn't realize this was happening until I received the notice and went exploring outside.

I've attached my Water/Sewer Abatement Request Form along with pictures of the area where the leak occurred. In the pictures I circled the areas in the around and landscaping that heaved since December, likely due to the fact the water was pooling in our back yard. Our back yard is often soggy already as our property abuts conservation land and falls in a flood zone, so I didn't think anything of it when the snow began melting. Also attached is record of our quarterly usage since we purchased the house last year. For this past quarter, our bill was \$434.92 higher than the quarterly average for the previous year. I hope you can work with us here, recognizing it was an honest mistake and furthermore the water was not being pumped into town sewage.

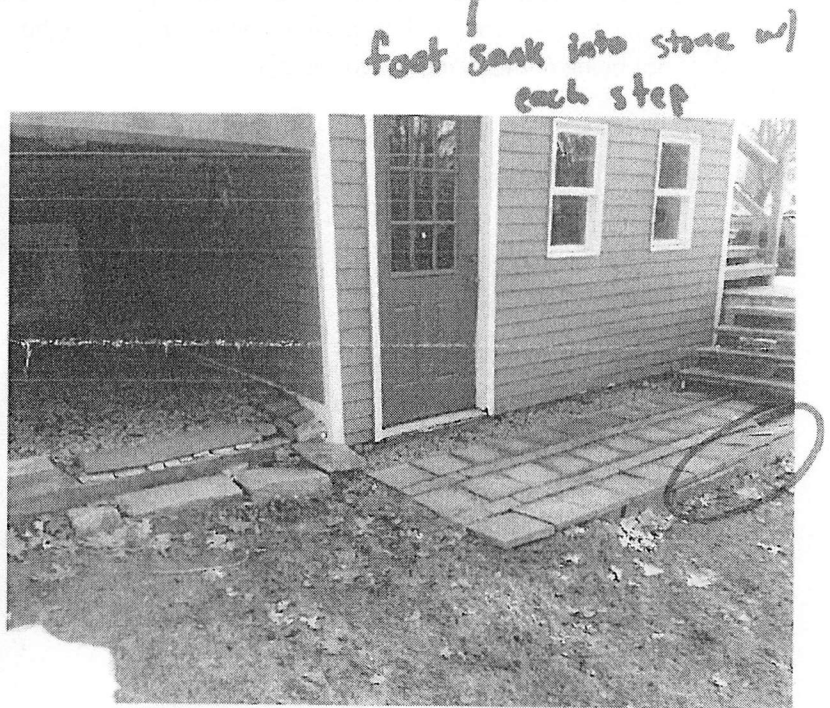
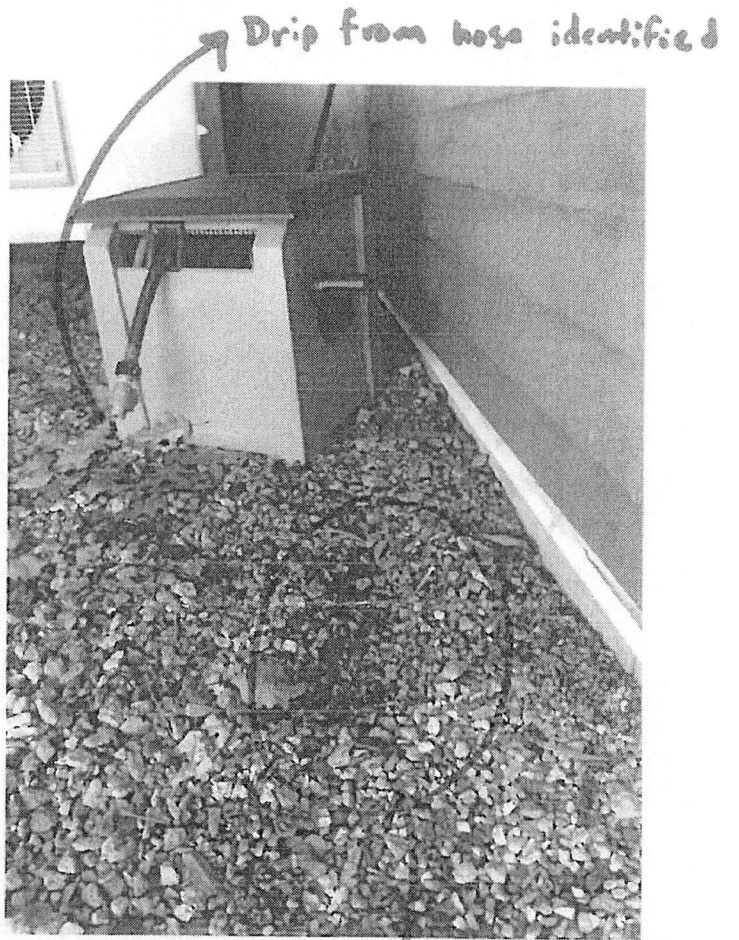
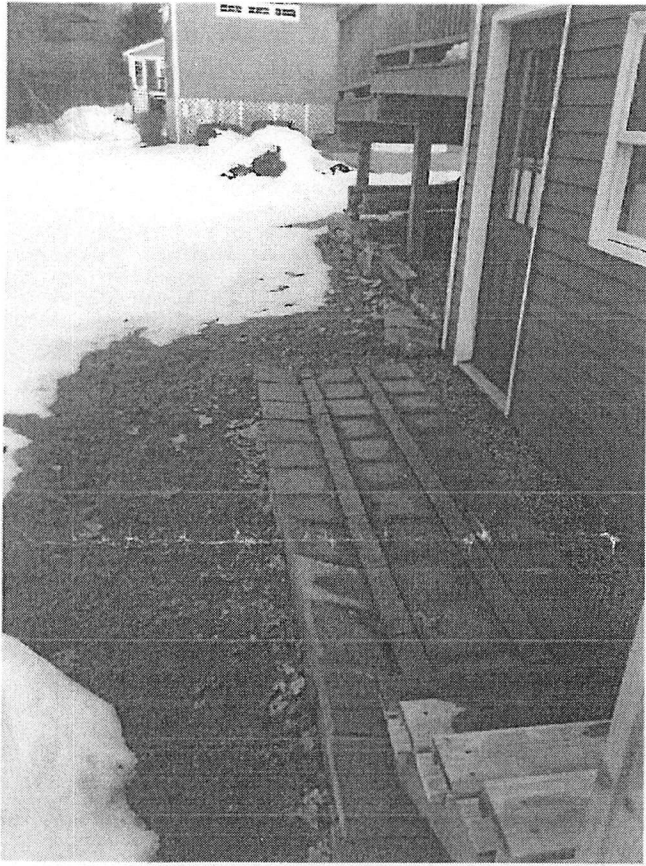
Thanks in advance,

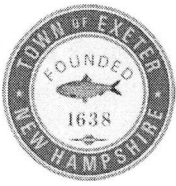
Dan Grube

603-505-2703

Dangrube5@gmail.com

30 RIVER BEND CIR. // GRUBE





Application for Town Hall Facility Use

Faxed #: 603-777-1514 or emailed: sriffle@exeternh.gov
Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833

Facility Requested: Town Hall (Main Floor/Town Hall Stage) Balcony

Representative Information:

Name: Katherine Roberts Address: 30 Linden St
Town/State/Zip: Exeter, NH 03833 Phone: 603-235-9893
Email: director@musicalarts.org Date of Application: 4/20/18

Organization Information:

Name: Musicalarts Address: 30 Linden St
Town/State/Zip: Exeter, NH 03833 Phone: 603-778-4862

Reservation Information:

Type of Event/Meeting: student show Date: 6/5 & 6/12/18
Times of Event: 6/5: 4-8:00; 6/12: 6:00-8:00 Times needed for set-up/clean-up: Yes a few hours before
of tables: 0 # of chairs: 100
List materials being used for this event: our piano on stage
Will food/beverages be served? no Description:

Requirements:

Rental Fee: For Town Hall use there is a fee of \$125.00 per day. A rental fee waiver may be requested fee in writing.
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 or room on the right of the foyer, the electrical outlet cannot exceed 20 amps.
***Tech/AV Services:** There is a fee of \$80 an hour for any Tech/AV services needed. Services must be arranged in advance. Email extvg@exeternh.gov to coordinate.
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 additionally insured.

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: Katherine Roberts Date: 4/20/18

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **04/23/2018**

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

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

PRODUCER Jean Sousa 72 Portsmouth Ave Stratham NH 03885	CONTACT NAME: Ronna Woike PHONE (A/C, No, Ext): 603-772-0888 E-MAIL ADDRESS: ronna@jeansousa.com	FAX (A/C, No): 603-772-0819
	INSURER(S) AFFORDING COVERAGE	
INSURED MK ROBERTS HOLDINGS LLC, MUSICAL ARTS 30 LINDEN ST EXETER NH 03833	INSURER A: State Farm Fire and Casualty Company	NAIC # 25143
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/P	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		94-BT-2838-7 F	09/21/2017	09/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER TOWN OF EXETER 10 FRONT ST EXETER NH 03833 ATTN: SHERI RIFFLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**Town of Exeter
Request for Fee Waiver**

Requests for fee waivers or reduced fees are determined on a case by case basis for community based events and community fundraisers that are aligned with the Mission of the Town of Exeter.

Eligible Organizations:

- Non-profits with 501(c)3 status.
- Clubs and organizations that provide educational or community program opportunities that are open to the general public and who donate services.
- Town of Exeter departments who are utilizing the hall for town use.

Requirements:

You must complete an application to reserve the town hall and pay the security deposit. You and the organization you represent are required to follow all established policies and town ordinances, rules, during and after the event.

In order for your application to be considered you must complete this list of requirements. If you fail to comply with this list, the application will be denied.

1. Complete the request for waived fees, and **attach your rental use application.**
2. If your agency is a non-profit, a copy of your 501(c)3 must be attached.
3. Event must benefit the town's community and be relative to the mission.

Non-Waivable Fees:

All renters regardless of waived fees will be required to pay the full security deposit and other fees that are established and associated with cleaning, staff time, setup/dismantle and custodial services along with IT services. Any other fees identified in the Select Board's adopted fees as non-waivable.

Organization: Musicalarts Phone: 603-778-4862
Address: 30 Linden St Town: Exeter State: NH Zip: 03833
Website: www.musicalarts.org
Type of Business: Government Non-profit For-profit Other: _____
Representative: Katherine & Morgan Roberts Phone: 603-778-4862
Address: 30 Linden St Town: Exeter State: NH Zip: 03833
Email: director@musicalarts.org

Brief Description of Events: Student music, dance and theater performances. Our performances are free and open to the public (encouraged!).

Type of Events: Fundraiser Community Event Private Event

I acknowledge that this request and any subsequent approval or denial does not guarantee the availability of the space(s). I further understand that I must have completed all applicable reservation procedures prior to submitting this request including but not limited to reserving the facility, providing the certificate of insurance and paying the security deposit. I further acknowledge that if the request is denied, the organization I represent must pay all remaining fees by the event date and that all established permit regulations and Select Board policies will be followed during and after the event.

Representative's Signature: Katherine Roberts Date: 4/20/18

Select Board Approval Designee: _____ Meeting Date: _____

April 27, 2018

Select Board
10 Front Street
Exeter, NH 03833

In 2016, the HERON group decided to make a donation to the Town of Exeter Holiday Lights Committee. The donation of \$650, raised through popcorn sales, was used to purchase a vintage one-horse sleigh. We would like the sleigh to be used at the discretion of the holiday lights committee.

We would like to formally gift the Town of Exeter this holiday sleigh. If you have any further questions please do not hesitate to contact me. Thank you.

Sincerely,

Bert Freedman
HERON member

APR 27 2018

Received



April 16, 2018

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

Re: Important Information on Video Packaging

Dear Chairman and Members of the Board:

At Comcast we are constantly innovating to deliver more value, flexibility and choice to our customers. One way we do this is to offer our industry-leading products in packages for customer convenience and savings. We are introducing new, simpler pricing and packaging options detailed below.

Our new packages provide customers with more of what they want in entertainment, including new, lower pricing on Double and Triple Play packages inclusive of High Definition, and more Internet speed options – all the way up to 1 Gig. We are adding more value to our higher-end packages as well by including Netflix and other great entertainment options, giving access to more of the best shows and movies customers enjoy. Comcast is now giving customers even more choice and more control through an increasingly personalized experience.

Double Play Bundled Packages:

- The **Economy Double Play** package at \$102.67 per month will include Digital Economy, a TV Box with Remote for the primary outlet, and Performance Plus Internet.
- The **Standard Double Play** package at \$112.67 per month will include Limited Basic, kids & family programming, entertainment programming, sports & news programming, a TV Box with Remote and HD programming for the primary outlet, and Performance Pro Internet.
- The **Select Double Play** package at \$122.67 will include Limited Basic, kids & family programming, entertainment programming, sports & news programming, Digital Preferred Tier, a TV Box with Remote, DVR Service and HD programming for the primary outlet, and Performance Pro Internet.
- The **Signature Double Play** package at \$142.67 will include Limited Basic, kids & family programming, entertainment programming, sports & news programming, Digital Preferred Tier, Showtime, Starz, Streampix, a TV Box with Remote, DVR Service and HD programming for the primary outlet, Performance Pro Internet, and Netflix Standard (HD) Plan.
- The **Super Double Play** package at \$172.67 will include Limited Basic, kids & family programming, entertainment programming, sports & news programming, Digital Premier Tier, Sports Entertainment Package, Streampix, a TV Box with Remote, DVR Service and HD programming for the primary outlet, Blast! Internet, and Netflix Standard (HD) Plan.

Triple Play Bundled Packages:

- The **Standard Triple Play** package at \$132.67 per month will include Limited Basic, kids & family programming, entertainment programming, sports & news programming, a TV Box with Remote and HD programming for the primary outlet, Performance Pro Internet, and Voice Unlimited.
- The **Select Triple Play** package at \$152.67 will include Limited Basic, kids & family programming, entertainment programming, sports & news programming, Digital Preferred Tier, a TV Box with Remote, DVR Service and HD programming for the primary outlet, Blast! Internet, and Voice Unlimited.
- The **Signature Triple Play** package at \$172.67 will include Limited Basic, kids & family programming, entertainment programming, sports & news programming, Digital Preferred Tier, Showtime, Starz, Streampix, a TV Box with Remote, DVR Service and HD programming for the primary outlet, Extreme Pro Internet, Voice Unlimited, and Netflix Standard (HD) Plan.
- The **Super Triple Play** package at \$202.67 will include Limited Basic, kids & family programming, entertainment programming, sports & news programming, Digital Premier Tier, Sports Entertainment Package, Streampix, a TV Box with Remote, DVR Service and HD programming for the primary outlet, Gigabit Internet, Voice Unlimited, and Netflix Standard (HD) Plan.

New customers will be able to take advantage of these new packages starting April 17, 2018, and existing customers will be able to do the same starting May 9, 2018. Our existing Double and Triple Play packages, including our XFINITY Latino Double and Triple Play packages, will no longer be available for new subscriptions when these new packages become available to customers.

We're happy to be able to provide more value through these new Xfinity packages loaded with content, features, options and faster speeds – all at new, lower pricing. If you have any questions about these changes, please feel free to contact me at 603.334.3603.

Sincerely,

Jay Somers

Jay Somers, Sr. Manager
Government Affairs

April 12, 2018

Mr. Russell Dean
Town of Exeter
10 Front Street
Exeter, NH 03833

Dear Russ:

We are proud to present our Annual Report for fiscal year 2017. This report summarizes highlights from our latest season and will provide you with a clear picture of the important work we do to keep our shared revolutionary history alive and fun. We are ever so grateful for your support of our museum in 2017 and we hope you will join us for a truly revolutionary season this year, beginning May 1.

This season, join us for these new additions to our museum:

- ★ New **four-part genealogy workshop series** in partnership with New England Historic Genealogical Society offered in April, June, September & November
- ★ **American Independence Festival** on Saturday, July 14 featuring traditional artisans, militia encampments, battle re-enactment, Redhook Brewery's limited release Independence Ale and local NH Made vendors
- ★ New temporary exhibition, "**Global Perspectives on the Revolutionary War,**" which will examine the way the war was viewed by nations like France, England, Spain, China and Russia
- ★ A new **architectural tour** of the museum that will focus on the unique history of the ca. 1721 Ladd-Gilman House and ca. 1775 Folsom Tavern, offered on select dates throughout the season
- ★ **Your next business event** at Folsom Tavern! We are pleased to offer the Tavern for corporate and non-profit use during the season.

As always, please feel free to reach out to us at any time if you have questions about our work. We look forward to connecting with you soon!

Sincerely,



Ozzie Ayscue
President, Board of Governors



Emma Stratton Bray
Executive Director



April 23, 2018

Town Manager's Office

APR 26 2018

Received

Mr. Russell Dean
Town of Exeter
10 Front Street
Exeter, NH 03833

Dear Mr. Dean,

I write regarding an important infrastructure project, which is being proposed by Liberty Utilities, called Granite Bridge. Granite Bridge would deliver needed natural gas to homes and businesses in New Hampshire by connecting existing infrastructure via a new natural gas line. The entire proposed line would be buried within the New Hampshire Department of Transportation (NHDOT) right-of-way (ROW) along Route 101 between Stratham and Manchester. Granite Bridge would utilize New Hampshire's new "energy infrastructure corridor" law that encourages utilities to site projects within transportation corridors in order to avoid impacts to private property, views, and the environment.

As an abutter to the NHDOT ROW along Route 101, I wanted to make sure that you are aware of the proposal, and let you know that we will begin surveying the NHDOT ROW in the near future. The purpose of these surveys is to collect information about existing conditions within the ROW. In the coming weeks, you may see surveyors and environmental specialists working within the ROW along the highway. Their work requires them to take photos and leave behind colored flagging. **These professionals will only be working on public ROWs, and will not trespass on or disturb your property.** These contractors will carry identification and a letter of introduction from Liberty Utilities.

We look forward to speaking with you more as we move ahead with the design and permitting processes for this important project. We will be hosting a series of open houses for project abutters and the general public to ask questions and learn more about Granite Bridge in the coming months. As these events are scheduled, we will send you an invitation. The first open house will be held at Josiah's Meetinghouse 521 Calef Highway in Epping, on Wednesday, May 23 from 5:00 PM to 8:00 PM.

In the meantime, please review the enclosed fact sheets about the project, visit our project website: www.granitebridgenh.com, or email us questions at info@granitebridgenh.com.

Sincerely,

Sue Fleck
President, Liberty Utilities-NH

About Liberty Utilities

Liberty Utilities provides natural gas service to 92,000 residents and businesses in 31 communities in New Hampshire. We also provide electric service to 44,000 customers, in 21 communities in New Hampshire, primarily located in the Upper Valley and Salem-area.

Project Overview

Granite Bridge is a \$340 million local natural gas pipeline and storage project, proposed by Liberty Utilities, which would use a designated Energy Infrastructure Corridor to bring additional natural gas supply to residents and businesses in southern and central New Hampshire.

Granite Bridge Pipeline

The Granite Bridge pipeline would be 16" in diameter and be buried completely within the New Hampshire Department of Transportation's (NHDOT) right-of-way along Route 101. It would link together two existing natural gas pipelines, which are located in Manchester and Stratham.

LNG Storage Facility

Granite Bridge would also feature a liquefied natural gas (LNG) storage facility that would be located in an abandoned quarry in the town of Epping. This facility would provide customers with increased reliability and lower natural gas prices.

Project Need

New Hampshire's economy depends on a reliable supply of energy. The state's existing natural gas infrastructure has reached capacity, which will hinder growth unless it is expanded. Granite Bridge would provide long-term access to safe, reliable, clean natural gas, which would promote job creation and economic development, while reducing energy costs in New Hampshire.

Benefits

Additional natural gas supply would only be used to serve customers in New Hampshire

Natural gas is less expensive than other heating fuel options

Over \$200 million estimated total state and local property tax revenue, over the life of the project

Increased access to award winning energy efficiency programs

Reduced air and greenhouse gas emissions

Over 330 direct full time construction jobs

Minimizes private property impacts

Retirement of 50 year old propane facilities

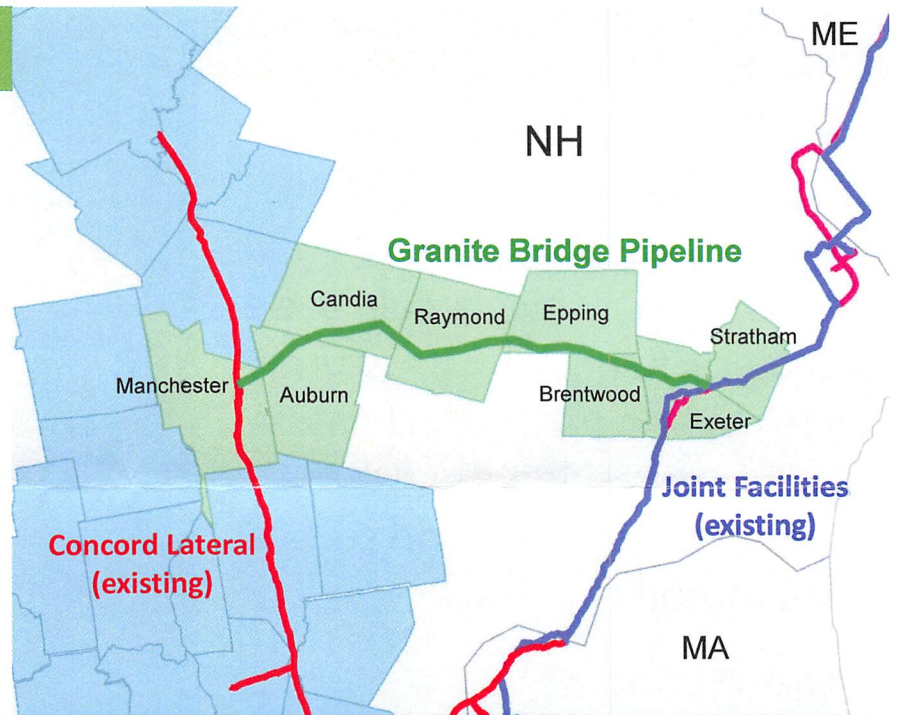
Safety

Granite Bridge has been designed to achieve the highest level of safety and exceed federal requirements:

- Pipeline buried 48" within NHDOT right-of-way
- Full x-ray of pipeline welds / fabrication mill inspections
- Seamless, coated steel pipe
- Pipe thickness exceeds requirements
- Testing to 150% of the maximum operating pressure before being put into service
- 24/7 on-site and remote (Londonderry) monitoring & control
- Full containment LNG storage tank (tank within a tank) located within abandoned quarry
- Coordination and training with first responders

Granite Bridge Pipeline

- New 16" pipeline linking existing infrastructure
- Located in NHDOT right-of-way along Route 101
- Utilizes an Energy Infrastructure Corridor
- 27 miles, 750 psig typical operating pressure
- No eminent domain or FERC preemption
- Lowest cost option to meet customers needs



By New Hampshire, For New Hampshire

All of the natural gas transported or stored as part of the Granite Bridge would be used to serve only customers in New Hampshire. None of the natural gas would serve customers outside of New Hampshire.

New Hampshire regulators will be responsible for reviewing the Granite Bridge.

Our Commitment to Safety

Liberty Utilities has a long history of safely operating natural gas pipelines and LNG and propane storage facilities.

For the past 45 years our three existing LNG facilities have provided safe and reliable service to our customers in New Hampshire. While smaller than Granite Bridge, these facilities function, and must be monitored and maintained, in much the same way as the Granite Bridge LNG storage facility.

In 2016 we completed a project to upgrade an existing high pressure natural gas distribution line in Loudon, which brings natural gas from Concord to customers in the Lakes Region. This project involved installing a new 12-inch natural gas line within the NHDOT right-of-way along Route 106. The construction methods and work required for Granite Bridge would be very similar to this project.

Memorandum

TO: Russell Dean
Town Manager
Town of Exeter

FROM: Paul McKenney, CNHA
Municipal Resources
Contracted Assessor's Agents

DATE: April 10, 2018

RE: Town wide Revaluation.

*BOS.
discussion
5/21/18*

In a follow up to Scott Marsh's DRA Sale Ratio memo , I would like to discuss the possibility of moving the scheduled revaluation to be completed as of April 1, 2020 to April 1, 2019, this would be no additional cost to the town. Charles Reese of the NH Department of Revenue stopped in to review the equalization study and suggested we move the revaluation up if at all possible.

The Town's overall median ratio for 2017 is 84.9% with a COD of 13.27 and a PRD 0.97. Given that the real estate market has remained strong, it is expected that the median ratio will be lower this year.

The Assessing Standards Board Assessment Review Standards are a median ratio between 90% and 100% during the revaluation year, a COD should be below 20 and the PRD should be between .98 – 1.03.

We would be happy to meet with you to discuss further. Please let us know when a convenient time would be and if there are any other questions, please contact me.

STATION & PARKING INFORMATION

STATIONS	PARKING
Brunswick, ME 16 Station Ave. 04011	\$2.00 per 24 hour period. Located at the intersection of 86 Union Street and Station Ave.
Freeport, ME 23 Depot St. 04032	Free parking in the lots adjacent to the train platform and across the street in the parking garage.
Portland, ME 100 Thompson's Point Rd. 04102	\$5.00 per day.
Old Orchard Beach, ME 11 First St. 04064	Free to Downeaster passengers with permit in Memorial lot across from the train platform. Contact the OOB Chamber at 207.934.2500 or OOB Town 207.937.5805 for a permit.
Saco, ME 138 Main St. 04072	Free on a first-come basis. Overnight parking available (14-day limit).
Wells, ME 696 Sanford Rd. 04090	Free on a first-come basis.
Dover, NH 33 Chestnut St. 03820	Metered parking. 25¢ an hour. \$2.50 for 24 hours. \$15 for 30 days. Free on weekends and holidays.
Durham - UNH, NH 3 Depot Rd. 03824	\$1.00 per hour for the first eleven hours. The daily rate per 24 hour period is \$12.00.
Exeter, NH 60 Lincoln St. 03833	Free on a first-come basis.
Haverhill, MA 1 Washington Ave. 01832	\$4.00 per day.
Woburn, MA 100 Atlantic Ave. 01801	\$7.00 per day.
Boston North Station, MA 135 Causeway St. 02114	Fees vary. Public parking garages are adjacent to North Station.

Parking fees subject to change without notice.

Authority Overview

This schedule is published by the Northern New England Passenger Rail Authority (NNEPRA) which provides management, oversight and contract administration for the Downeaster. Amtrak operates the Downeaster under contract with NNEPRA as a service of the state of Maine. We're committed to continually improving the quality of our service.

To file a complaint or to find out more information about NNEPRA's non-discrimination procedures, please visit: www.NNEPRA.com or email: info@nnepra.com.

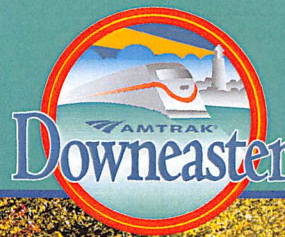
Statement of Non-Discrimination

"No person on the basis of race, color, national origin, or transportation disability will be subjected to discrimination in the level and quality of transportation services and transit related benefits. Any person or persons who believe that there is discrimination on the basis of race, color, national origin or transportation disability as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation."

**Department of Transportation
Federal Transit Administration**
Office of Civil Rights, TCR
1200 New Jersey Ave., SE
Washington, DC 20590

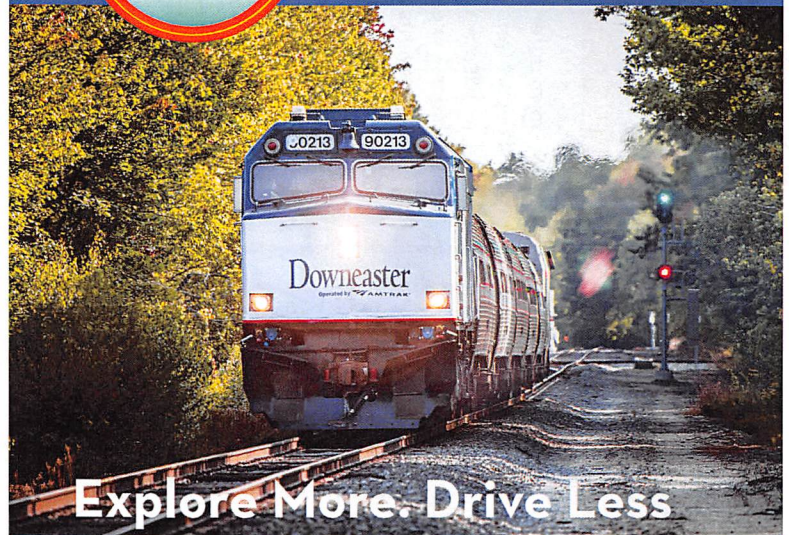
**Northern New England
Passenger Rail Authority**
Attn: Manager Budget &
Administration
75 W. Commercial St., #104
Portland, ME 04101

NNEPRA 5/2018



Schedule

Effective May 1, 2018




Explore More. Drive Less

It's time to take the train!



The Amtrak Downeaster is a **RESERVED SERVICE**. Tickets are required prior to boarding. You can purchase tickets in the following ways:

 **ONLINE:** AmtrakDowneaster.com

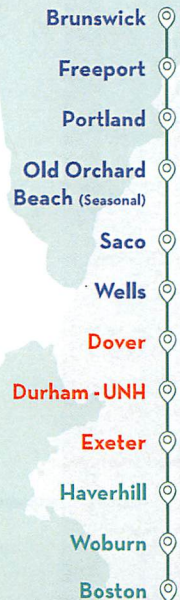
 **MOBILE APP:** Download the Amtrak App on your smartphone.

 **ETICKETING:** Print your tickets or have it emailed to your smartphone.

 **ON THE PHONE:** 1-800-USA-RAIL (800-872-7245)

 **TICKET AGENT:** Available in Portland, ME and Boston, MA only.

 **QUIK-TRAK:** Available at all stations, (except Haverhill and Old Orchard Beach).



Visit AmtrakDowneaster.com
for the most up-to-date schedule.

SUBJECT TO CHANGE WITHOUT NOTICE



SOUTHBOUND	WEEKDAY					WEEKEND				
	680	682	684	686	688	690	692	694	696	698
Train Number	680	682	684	686	688	690	692	694	696	698
Days of Operation	M-F	M-F	M-F	M-F	M-F	Sa+Su	Sa+Su	Sa+Su	Sa+Su	Sa+Su
Brunswick, ME	-	7:30a	11:05a	-	5:25p	-	7:30a	11:20a	-	6:05p
Freeport, ME	-	7:43a	11:18a	-	5:38p	-	7:43a	11:33a	-	6:18p
Portland, ME	5:20a	8:20a	11:55a	2:20p	6:15p	6:20a	8:20a	12:10p	3:30p	6:55p
Old Orchard Beach, ME	-	8:35a	12:10p	2:35p	6:30p	6:35a	8:35a	12:30p	3:45p	7:10p
Saco, ME	5:42a	8:41a	12:17p	2:42p	6:37p	6:42a	8:42a	12:37p	3:52p	7:17p
Wells, ME	5:59a	8:58a	12:34p	2:59p	6:55p	6:59a	8:59a	12:54p	4:09p	7:34p
Dover, NH	6:17a	9:16a	12:52p	3:17p	7:13p	7:17a	9:17a	1:12p	4:27p	7:52p
Durham - UNH, NH	6:25a	9:24a	1:00p	3:25p	7:21p	7:24a	9:25a	1:20p	4:35p	8:00p
Exeter, NH	6:39a	9:38a	1:14p	3:39p	7:35p	7:37a	9:39a	1:34p	4:49p	8:14p
Haverhill, MA	7:00a	9:59a	1:35p	4:00p	7:56p	7:57a	10:00a	1:55p	5:10p	8:35p
Woburn, MA	D 7:29a	D 10:28a	D 2:04p	D 4:29p	D 8:25p	D 8:26a	D 10:29a	D 2:24p	D 5:39p	D 9:04p
Boston North Station, MA	7:50a	10:50a	2:25p	4:50p	8:45p	8:45a	10:50a	2:45p	6:00p	9:25p

***LATE DEPARTURE SCHEDULE:**

Amtrak Downeaster train **689** and **699** will depart from **Boston North Station** at **11:25pm** on evenings of Red Sox home games and major concerts and events at the TD Garden or Fenway Park.

Please check schedule on-line for the date which interests you.

Amtrakdowneaster.com/schedules



HOLIDAY SCHEDULE: Amtrak Downeaster trains will operate on the Sunday schedule on these holidays: Memorial Day (May 28), Independence Day (July 4), Labor Day (Sept. 3).

NORTHBOUND	WEEKDAY							WEEKEND						
	681	683	685	687	689*	691	693	695	697	699*				
Train Number	681	683	685	687	689*	691	693	695	697	699*				
Days of Operation	M-F	M-F	M-F	M-Thu	Fri	M-Thu	Fri	Sa+Su	Sa+Su	Sa+Su	Sat	Sun	Sat	Sun
Boston North Station, MA	9:05a	1:05p	5:00p	6:15p	6:15p	10:30p	10:30p	9:45a	12:10p	4:45p	7:35p	7:35p	10:30p	10:30p
Woburn, MA	R 9:23a	R 1:23p	R 5:18p	R 6:33p	R 6:33p	FR 10:48p	FR 10:48p	R 10:03a	R 12:28p	R 5:03p	R 7:53p	R 7:53p	FR 10:48p	FR 10:48p
Haverhill, MA	9:53a	1:53p	5:48p	7:02p	7:02p	F 11:18p	F 11:18p	10:33a	12:58p	5:33p	8:23p	8:23p	F 11:18p	F 11:18p
Exeter, NH	10:14a	2:14p	6:09p	7:22p	7:22p	F 11:39p	F 11:39p	10:54a	1:19p	5:54p	8:44p	8:44p	F 11:39p	F 11:39p
Durham - UNH, NH	10:27a	2:27p	6:22p	7:43p	7:43p	F 11:52p	F 11:52p	11:07a	1:40p	6:07p	8:57p	8:57p	F 11:52p	F 11:52p
Dover, NH	10:35a	2:35p	6:30p	7:51p	7:51p	F 11:59p	F 11:59p	11:15a	1:48p	6:15p	9:05p	9:05p	F 11:59p	F 11:59p
Wells, ME	10:53a	2:53p	6:48p	8:09p	8:09p	F 12:18a	F 12:18a	11:33a	2:06p	6:33p	9:23p	9:23p	F 12:18a	F 12:18a
Saco, ME	11:10a	3:10p	7:05p	8:26p	8:26p	F 12:35a	F 12:35a	11:50a	2:23p	6:50p	9:40p	9:40p	F 12:35a	F 12:35a
Old Orchard Beach, ME	11:17a	3:17p	7:12p	8:33p	8:33p	F 12:40a	F 12:40a	11:57a	2:29p	6:57p	9:47p	9:47p	F 12:40a	F 12:40a
Portland, ME	11:35a	3:40p	7:30p	8:55p	8:50p	F 12:55a	F 1:00a	12:20p	2:45p	7:20p	10:05p	10:10p	F 1:00a	12:55a
Freeport, ME	-	F 4:10p	F 8:00p	F 9:25p	-	-	F 1:30a	F 12:50p	-	F 7:50p	-	F 10:40p	F 1:30a	-
Brunswick, ME	-	4:25p	8:15p	9:40p	-	-	1:45a	1:05p	-	8:05p	-	10:55p	F 1:45a	-

D = Discharge passengers only R = Receive passengers only F = Flag stops

SCHEDULES ARE SUBJECT TO CHANGE WITHOUT NOTICE



SOUTHBOUND	WEEKDAY					WEEKEND				
	680	682	684	686	688	690	692	694	696	698
Train Number	680	682	684	686	688	690	692	694	696	698
Days of Operation	M-F	M-F	M-F	M-F	M-F	Sa+Su	Sa+Su	Sa+Su	Sa+Su	Sa+Su
Brunswick, ME	-	7:30a	11:05a	-	5:25p	-	7:30a	11:20a	-	6:05p
Freeport, ME	-	7:43a	11:18a	-	5:38p	-	7:43a	11:33a	-	6:18p
Portland, ME	5:20a	8:20a	11:55a	2:20p	6:15p	6:20a	8:20a	12:10p	3:30p	6:55p
Old Orchard Beach, ME	-	8:35a	12:10p	2:35p	6:30p	6:35a	8:35a	12:30p	3:45p	7:10p
Saco, ME	5:42a	8:41a	12:17p	2:42p	6:37p	6:42a	8:42a	12:37p	3:52p	7:17p
Wells, ME	5:59a	8:58a	12:34p	2:59p	6:55p	6:59a	8:59a	12:54p	4:09p	7:34p
Dover, NH	6:17a	9:16a	12:52p	3:17p	7:13p	7:17a	9:17a	1:12p	4:27p	7:52p
Durham - UNH, NH	6:25a	9:24a	1:00p	3:25p	7:21p	7:24a	9:25a	1:20p	4:35p	8:00p
Exeter, NH	6:39a	9:38a	1:14p	3:39p	7:35p	7:37a	9:39a	1:34p	4:49p	8:14p
Haverhill, MA	7:00a	9:59a	1:35p	4:00p	7:56p	7:57a	10:00a	1:55p	5:10p	8:35p
Woburn, MA	D 7:29a	D 10:28a	D 2:04p	D 4:29p	D 8:25p	D 8:26a	D 10:29a	D 2:24p	D 5:39p	D 9:04p
Boston North Station, MA	7:50a	10:50a	2:25p	4:50p	8:45p	8:45a	10:50a	2:45p	6:00p	9:25p

***LATE DEPARTURE SCHEDULE:**

Amtrak Downeaster train **689** and **699** will depart from **Boston North Station** at **11:25pm** on evenings of Red Sox home games and major concerts and events at the TD Garden or Fenway Park.

Please check schedule on-line for the date which interests you.

Amtrakdowneaster.com/schedules



HOLIDAY SCHEDULE: Amtrak Downeaster trains will operate on the **Sunday** schedule on these holidays: Memorial Day (May 28), Independence Day (July 4), Labor Day (Sept. 3).

NORTHBOUND	WEEKDAY							WEEKEND						
	681	683	685	687	689*	691	693	695	697	699*				
Train Number	681	683	685	687	689*	691	693	695	697	699*				
Days of Operation	M-F	M-F	M-F	M-Thu	Fri	M-Thu	Fri	Sa+Su	Sa+Su	Sa+Su	Sat	Sun	Sat	Sun
Boston North Station, MA	9:05a	1:05p	5:00p	6:15p	6:15p	10:30p	10:30p	9:45a	12:10p	4:45p	7:35p	7:35p	10:30p	10:30p
Woburn, MA	R 9:23a	R 1:23p	R 5:18p	R 6:33p	R 6:33p	FR 10:48p	FR 10:48p	R 10:03a	R 12:28p	R 5:03p	R 7:53p	R 7:53p	FR 10:48p	FR 10:48p
Haverhill, MA	9:53a	1:53p	5:48p	7:02p	7:02p	F 11:18p	F 11:18p	10:33a	12:58p	5:33p	8:23p	8:23p	F 11:18p	F 11:18p
Exeter, NH	10:14a	2:14p	6:09p	7:22p	7:22p	F 11:39p	F 11:39p	10:54a	1:19p	5:54p	8:44p	8:44p	F 11:39p	F 11:39p
Durham - UNH, NH	10:27a	2:27p	6:22p	7:43p	7:43p	F 11:52p	F 11:52p	11:07a	1:40p	6:07p	8:57p	8:57p	F 11:52p	F 11:52p
Dover, NH	10:35a	2:35p	6:30p	7:51p	7:51p	F 11:59p	F 11:59p	11:15a	1:48p	6:15p	9:05p	9:05p	F 11:59p	F 11:59p
Wells, ME	10:53a	2:53p	6:48p	8:09p	8:09p	F 12:18a	F 12:18a	11:33a	2:06p	6:33p	9:23p	9:23p	F 12:18a	F 12:18a
Saco, ME	11:10a	3:10p	7:05p	8:26p	8:26p	F 12:35a	F 12:35a	11:50a	2:23p	6:50p	9:40p	9:40p	F 12:35a	F 12:35a
Old Orchard Beach, ME	11:17a	3:17p	7:12p	8:33p	8:33p	F 12:40a	F 12:40a	11:57a	2:29p	6:57p	9:47p	9:47p	F 12:40a	F 12:40a
Portland, ME	11:35a	3:40p	7:30p	8:55p	8:50p	F 12:55a	F 1:00a	12:20p	2:45p	7:20p	10:05p	10:10p	F 1:00a	12:55a
Freeport, ME	-	F 4:10p	F 8:00p	F 9:25p	-	-	F 1:30a	F 12:50p	-	F 7:50p	-	F 10:40p	F 1:30a	-
Brunswick, ME	-	4:25p	8:15p	9:40p	-	-	1:45a	1:05p	-	8:05p	-	10:55p	F 1:45a	-

D = Discharge passengers only R = Receive passengers only F = Flag stops

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STATION & PARKING INFORMATION

STATIONS	PARKING
Brunswick, ME 16 Station Ave. 04011	\$2.00 per 24 hour period. Located at the intersection of 86 Union Street and Station Ave.
Freeport, ME 23 Depot St. 04032	Free parking in the lots adjacent to the train platform and across the street in the parking garage.
Portland, ME 100 Thompson's Point Rd. 04102	\$5.00 per day.
Old Orchard Beach, ME 11 First St. 04064	Free to Downeaster passengers with permit in Memorial lot across from the train platform. Contact the OOB Chamber at 207.934.2500 or OOB Town 207.937.5805 for a permit.
Saco, ME 138 Main St. 04072	Free on a first-come basis. Overnight parking available (14-day limit).
Wells, ME 696 Sanford Rd. 04090	Free on a first-come basis.
Dover, NH 33 Chestnut St. 03820	Metered parking. 25¢ an hour. \$2.50 for 24 hours. \$15 for 30 days. Free on weekends and holidays.
Durham - UNH, NH 3 Depot Rd. 03824	\$1.00 per hour for the first eleven hours. The daily rate per 24 hour period is \$12.00.
Exeter, NH 60 Lincoln St. 03833	Free on a first-come basis.
Haverhill, MA 1 Washington Ave. 01832	\$4.00 per day.
Woburn, MA 100 Atlantic Ave. 01801	\$7.00 per day.
Boston North Station, MA 135 Causeway St. 02114	Fees vary. Public parking garages are adjacent to North Station.

Parking fees subject to change without notice.

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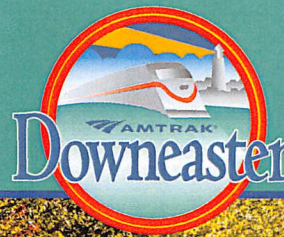
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Federal Transit Administration**
Office of Civil Rights, TCR
1200 New Jersey Ave., SE
Washington, DC 20590

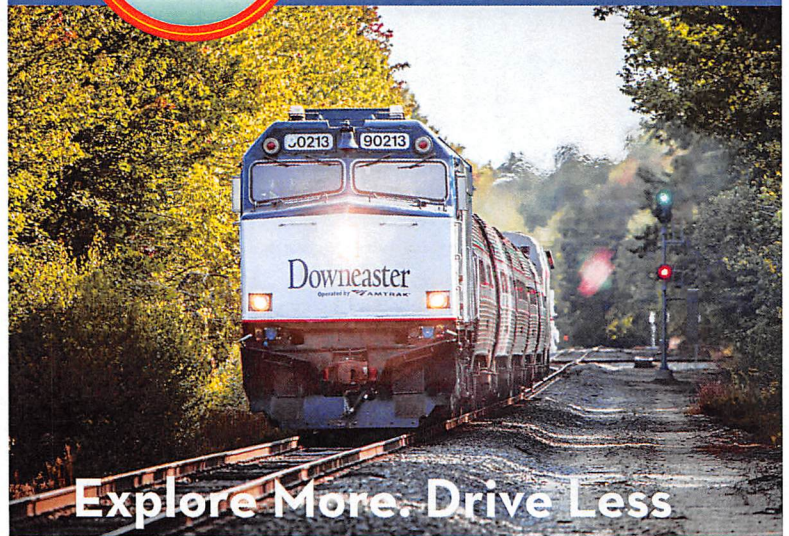
**Northern New England
Passenger Rail Authority**
Attn: Manager Budget &
Administration
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Portland, ME 04101

NNEPRA 5/2018



Schedule

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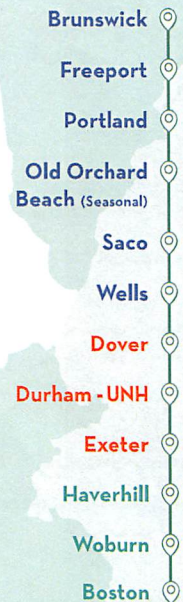
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LEGISLATIVE BULLETIN

House to Vote on Baffling Town Election Postponement Bill

The House will vote next **Wednesday or Thursday, May 2 or 3**, on **SB 438**, the bill that transfers the moderator’s authority to postpone the ballot voting session of town meeting to the Secretary of State. *Please contact your representatives before then and urge them to oppose the recommendation of Ought to Pass with Amendment.* (See further instructions at the end of this article.)

The House Election Law Committee did not improve the bill that the Senate passed. Instead, by an 11-9 vote, it recommended an amendment that not only transfers the moderator’s authority to the Secretary of State, but also creates enormous confusion about the process for postponing or relocating an election.

We encourage moderators—and anyone else—to read the committee amendment and try understand it. The amendment establishes *five* separate processes for relocating or postponing a town election, depending on the type of event—weather emergency, fire, “imminent serious threat to public health or safety”—and when the event occurs. Paragraph III in the amendment (see page 2, line 9) establishes one process for postponing an election if there is a fire or other disaster affecting a polling place “*on or immediately before* election day,” while paragraph VI (page 4, line 5) establishes a different process if there is a fire or other disaster “*on* election day.” So, if there is a fire on election day, officials apparently get to choose between the two processes.

Adding to the confusion, paragraph III allows for postponement in the event of (1) a fire or other disaster “that will prevent voters from reaching the polls,” (2) the destruction of the ballots, or (3) an imminent serious threat to public health or safety. Meanwhile, paragraph VI refers only to a fire or other disaster “that creates an imminent serious threat to public health or safety.” While paragraph III clearly provides for postponement, paragraph VI only allows the Secretary of State to approve a “plan of relocation,” not a postponement—but then it goes on to say that the ballots must be secured “until the attorney general or a court approves a plan for reconvening and continuing the election or *postponing* and conducting a new

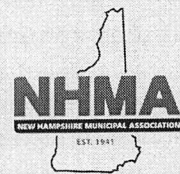
Bulletin 19—2018 Session
April 27, 2018

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(Town Election Bill— Continued from Page 1)

election.” That provision is confusing even by itself, because there is nothing anywhere else in the bill, or in current law, that gives “the attorney general or a court” authority to approve such a plan or establishes a process for doing so. Finally, there is this circular equation: paragraph VI states, “Any postponement shall be pursuant to paragraph III.” When you check paragraph III, you see that it states, “[C]ontinuation of the election . . . shall occur as set forth in paragraph VI.”

Another paragraph (page 1, line 6) states that “before the warning of the election, the location of a polling place may be changed by local officials” if the polling place has been closed by public safety officials because an imminent threat to public health or safety “makes conducting the election where it is scheduled impracticable.” The moderator must notify the Secretary of State and the Attorney General of the change.

This, too, is perplexing. If the election has not been warned yet, there is no “location of a polling place” to be changed. It doesn’t matter that the selectmen may have been *planning* to hold the election at a particular place, or that they have held it at the same place for several years. Until they post a warrant for the annual meeting (including the election), there *is* no location for the polling place, and therefore no occasion to change it. Any reference to changing the location “before the warning of the election” just does not make sense.

Under the committee amendment, only the Secretary of State could postpone an election because of a weather emergency (paragraph IV(a), starting on page 2, line 35), and only if (1) the Governor has declared a statewide state of emergency, or (2) the Secretary of State determines that “postponement is necessary on a statewide or regional basis.” (However, there is no indication of how that determination is communicated to anyone.) Strangely, once the Secretary of State has determined that “postponement is necessary,” a moderator would still be required to contact the Secretary to request a postponement and wait two hours for a response. Thus, apparently the Secretary of State could determine that a statewide or region-wide postponement is necessary, but still deny a moderator’s request for postponement.

There are many more oddities, inconsistencies, and conundrums in the committee amendment—far more than can be described here, and undoubtedly more than we have been able to identify after two days of review. In addition, the amendment requires the moderator and emergency management director of “each political subdivision” to prepare a “continuity of operations plan” (COOP) for postponing an election.” (It is unclear whether this is limited to the 234 cities and towns, or whether it includes, as the plain language suggests, all of the approximately 500 political subdivisions in the state.) The COOP must include:

provisions relating to the polling facility, security of election materials and equipment, and contact information for all necessary personnel. The COOP shall also include the procedure for building safety alarm activation, transport and storage of voting machines and ballots, identification of alternative polling locations, contact procedure for poll workers, contact information by position and phone number for local police, fire, and emergency management director, suppliers for utility and power supplies to all polling locations, facility manager for all polling locations, the supply of emergency provision for each polling location, and evacuation procedures.

Each political subdivision must submit its COOP to the Secretary of State and the Attorney General for review and approval.

(Town Election Bill— Continued from Page 2)

The complexity and perplexity of the committee amendment, and the bureaucratic obstacles it imposes on local officials, are daunting. As one committee member stated during the debate, “local officials asked us to fix a problem, and we have done exactly the opposite of what they asked.”

So how *can* the problem be fixed? There is a floor amendment that:

- affirms the moderator’s authority to postpone a town election for severe weather or other emergencies,
- requires that moderators promptly notify the Secretary of State of a postponement,
- establishes a standard procedure that all postponing towns must follow,
- ensures that absentee ballots will be available to anyone who is unable to appear at the rescheduled election, and
- addresses the issue of postponing elections in multi-town school districts.

The floor amendment establishes a single process that is simple and easy to understand: the moderator consults with the clerk and safety officials, gets agreement from the emergency management director and approval of the selectmen, and postpones the election. The provision requiring board of selectmen approval was added to address the bogeyman of the “rogue” moderator who would postpone an election “willy nilly” to try to manipulate the results. The floor amendment also allows the Governor to postpone all town elections as part of his emergency powers in a statewide state of emergency.

Under the floor amendment, there is no need to determine which of several different processes applies, no need to guess about whether the Secretary of State has determined that “postponement is necessary on a statewide or regional basis,” and no need to make a formal request for permission to postpone. There also is no requirement to develop a “continuity of operations plan.”

That floor amendment is number 2018-1762h, and appears on page 62 of the House calendar. It has strong bipartisan support: although the named sponsors are all Democrats, several Republicans were willing to co-sponsor the amendment, but could not do so because of intra-party rules that prohibit anyone in House leadership from sponsoring an amendment in opposition to a committee recommendation.

Here is what you need to do, as soon as possible:

Contact all of your representatives and urge them to:

- **Vote NO on the committee amendment on SB 438;**
- **Vote YES on the floor amendment; and**
- **If the floor amendment passes, vote YES to pass SB 438 as amended; otherwise, vote to *kill* the bill.**

Thank you all for your efforts, and please contact the NHMA government affairs staff if you have any questions.

Registration of Out-of-State Vehicles

As we reported in last week's *Bulletin*, the provisions of **HB 579**, creating a multi-year discounted registration program for out-of-state semi-trailers and tabled last month in the House, were added to **HB 1614** by the Senate Transportation Committee. On Thursday, the Senate passed **HB 1614** with the semi-trailer registration program and sent the bill to Senate Finance for consideration of the \$500,000 appropriation necessary for the Department of Safety - Division of Motor Vehicles to implement and administer this new program. The Senate Finance Committee is scheduled to address pending legislation, which includes **HB 1614**, in an executive session after hearings on other bills at 2:30 p.m. on Monday, April 30 in State House Room 103.

The semi-trailer registration program has not had, nor will it have, a public hearing in the Senate allowing opponents of this program to explain their serious concerns. As we have noted in previous Bulletins:

- Versions of this bill have been introduced in every legislative session since 2015, failing each year for good reasons—it encourages out-of-state residents to violate their own state motor vehicle laws by registering semi-trailers in New Hampshire.
- NHMA, the Department of Safety's Division of Motor Vehicles, and the NH City and Town Clerks Association have consistently opposed this bill for the reasons summarized in the association's [position paper](#).
- This program disadvantages in-state residents who will pay much higher registration fees. Therefore, the bill sets up an incentive for in-state residents to claim out-of-state residency to take advantage of the multi-year discounted registrations, and more importantly to *avoid paying the municipal portion of the registration fee*.
- A similar out-of-state vehicle registration program, not just for semi-trailers but for a wide variety of vehicles, has been active in Maine for years, which will require New Hampshire to be competitive with that program. (Why would anyone choose to register only semi-trailers in New Hampshire when they can register all types of vehicles in Maine?)
- The anticipated revenue is indeterminable and highly questionable, causing us to fear that New Hampshire will have to expand beyond the mere registration of semi-trailers to other types of vehicles for this program to compete with Maine and to produce enough revenue to justify the appropriations needed to implement and administer this program.
- Motor vehicle registration fees are the second largest source of municipal revenue after property taxes, causing this proposal to be of significant concern for all municipalities.

Please let your [senator](#) know that **HB 1614** should be killed, or at a minimum sent to interim study, when it comes up for a vote again at next week's Senate session.

Retirement Bills

On Wednesday the Senate Finance Committee recommended Inexpedient to Legislate by a vote of 4-2 on **HB 1427** (previously **HB 1757**), dealing with increased pension benefits for New Hampshire Retirement System (NHRS) Group I members. As we reported in *Bulletins #18* and *#17*, **HB 1427** carries a \$45 million price tag that will be paid through future employer contribution rate increases. *We urge the Senate to concur with the majority recommendation of the Finance Committee and vote ITL on HB 1427.*

On Thursday, the Senate rejected the Finance Committee recommendation of ITL on **HB 1756**, providing a \$500 temporary supplemental allowance to certain NHRS retirees in fiscal year 2019 and a 1.5% cost of living adjustment to all retirees in fiscal year 2020. The bill carried a cost of \$7.8 million for the temporary supplemental allowance and \$51.3 million for the COLA. A floor amendment was offered and adopted which eliminated the costly COLA provision but retained the \$500 temporary supplemental allowance for retirees who had 20-plus years of creditable service, have been retired at least five years, and have annual pensions less than \$30,000—with funding coming from the state’s general fund. **HB 1756** will go back to the House for concurrence, non-concurrence, or a request for a committee of conference.

Workers’ Comp Bill Advances, But What Does It Do?

On Thursday the House Finance Committee voted 26-0 to recommend Ought to Pass with Amendment on **SB 541**, the bill dealing with the presumption of cancer in firefighters under the workers’ compensation statute. We described the legislative history of the bill in *last week’s Bulletin* (page 4), explaining that it originally contained a funding source to pay for workers’ compensation cases arising under the firefighter cancer presumption. The funding source was a critical part of the bill, given the Supreme Court ruling that the presumption statute was an unconstitutional unfunded mandate. The Senate, being unable to support the proffered funding source, passed the bill with a commission to come up with a funding solution.

The amendment adopted by the Finance Committee replaces the entire bill, and notably includes neither a funding source nor a commission to find one. The amendment newly requires that a call or volunteer firefighter must have been a firefighter for five years to have the benefit of the presumption, further requiring that “if a fire department follows the medical examination as outlined by the National Fire Protection Association standard 1582, the firefighter shall provide this report as evidence that the firefighter was free of such disease at the beginning of his or her employment and shall guarantee that he or she has lived a tobacco free life.” The NFPA exam standard and tobacco free life guarantee are new; the current statute simply states that the presumption is available “only if there is on record reasonable medical evidence that such firefighter was free of such disease at the beginning of his or her employment.”

The next section provides that if the fire department does not follow the medical examination standard, the firefighter shall not have the benefit of the presumption. The firefighter must still guarantee that he or she has lived a tobacco-free life (the exact definition of which raised some questions in the Division I discussion), show that he/she has been a firefighter for five years, and “present after action reports filed after fire incidents which demonstrate exposure to the known carcinogens as part of the claim.”

It is not clear to us where this new amendment leaves things. The presumption still exists, although in somewhat altered form; the bill provides no funding source; and the Supreme Court decision ruling the statute to be an unfunded mandate is still good law. One observer shared an interpretation that if a fire department follows the medical examination provisions of NFPA standard 1582, then it has “consented” to be bound by the presumption language, so in that municipality, firefighters will not have to prove the usual causal connection of an injury or disease to their occupation. The basis for that opinion was a belief that if a municipality agrees to pay for an otherwise unfunded mandate, then it is no longer unconstitutional. However, the language of the constitution, Part I Article 28-a, states that for municipalities to take on additional costs, those costs must be “approved for funding by a vote of the **local legislative body** of the political subdivision.” That means the town meeting or city/town council or aldermen.

If passed by the House, the bill must go back to the Senate for its concurrence or to set up a committee of conference. Perhaps there will be further clarification.

Changes on Interest Rates for Delinquent Taxes

On Thursday, the Senate rejected the Ways and Means Committee’s recommended amendment to **HB 1673**, regarding interest rates on delinquent taxes, and instead adopted a floor amendment that is far more acceptable to municipal tax collecting officials. As we reported in last week’s *Legislative Bulletin*, the Ways and Means Committee amendment would have enacted 6%, 9%, and 12% interest rates during the first year, second year, and third year, respectively, on delinquent taxes, with uncertainty about how those rates apply to the statutory lien process. The floor amendment would lower the current rates from 12% pre-lien and 18% post-lien to 8% and 14%, respectively, effective for taxes assessed on or after April 1, 2019. Recognizing the desire of a bipartisan majority of senators to lower these municipal interest rates, the bill as passed by the Senate is far better than previous versions, including the version passed by the House. However, we still note that the State of New Hampshire assesses interest and penalties on delinquent taxes much higher than the 8% and 14% rates municipalities will be allowed to charge under **HB 1673**.

HB 1673 has been referred to the Senate Finance Committee for a further hearing, which is scheduled on **Monday, April 30, at 2:30 p.m. in State House Room 103**. An amendment to **HB 1673**, extending the deadline from 60 days to March 1 for applications under RSA 76:21, III for a prorated assessment on a damaged building, will also be addressed at that hearing.

Thank you to the many municipal officials who contacted their senators regarding the importance that these interest rates have in ensuring that municipal property taxes are a priority payment over other financial obligations.

Water Quality Standards Bills

On Thursday the Senate passed **HB 1101** and the House passed **SB 309**, both bills containing similar language dealing with air emissions, drinking water, ambient groundwater, and surface water quality standards. At this point each body may concur, non-concur, or request a committee of conference in the final legislative process of getting one of these bills to the Governor’s desk for

(Water Quality—Continued from Page 6)

signature as he has requested. The Senate also passed **HB 485**, also dealing with drinking water, ambient ground water, and surface water quality standards. However, that bill was immediately tabled since **HB 1101** and **SB 309** are the preferred bills to address water quality standards.

On Wednesday the Senate Finance Committee recommended Inexpedient to Legislate by a vote of 3-2 on **HB 1592**, dealing with drinking water and ambient groundwater quality standards for arsenic. The bill had passed the Senate last week on a voice vote, so it now goes back to the Senate next week for another vote with the Finance Committee's ITL recommendation.

On Tuesday the House Resources, Recreation and Development Committee voted 16-3 to recommend interim study on **SB 240**, dealing with monitoring and testing private wells. We encourage the House to concur with the committee recommendation to further study the provisions of **SB 240**.

The Big Picture

Readers may notice that the calendar section of this week's Bulletin is pretty skimpy. That is because most House and Senate committees have finished their work for the year. There are a couple of hearings in the Senate Finance Committee on Monday, and that is it. Next Thursday, May 3, is the deadline for each chamber to act on all remaining bills. Both chambers are scheduled to meet in session on both Wednesday and Thursday.

In addition to voting on their remaining bills, each chamber will also decide in the next two weeks whether to concur with the amendments to its bills made by the other chamber. When the originating chamber concurs, the bill goes next to the Governor. If it does not concur, it can either let the bill die or request a committee of conference. A few committees of conference have already been formed—you can follow their progress on the [legislature's website](#). (On the "General Court News and Hot Links" dashboard, click on "2018 Committees of Conference.") The deadline to form committees of conference is May 10. The deadline for the committees of conference to finish their work is May 17, and the deadline for both houses to act on those reports is May 24.

This is the time of year when bills thought to be dead can experience miraculous revivals. This occurs when, for example, the House attaches language from a bill that it previously passed, and the Senate subsequently killed, to a Senate bill that is in the House—or *vice versa*. The bill then goes back to the other chamber with the language that that chamber previously rejected, and that chamber gets to decide whether to accept the amendment, request a committee of conference, or let the bill die. It can resemble a game of chicken, and it is not always pleasant. We will report on any intriguing developments over the next few weeks.

SENATE CALENDAR

MONDAY, APRIL 30, 2018

FINANCE, Room 103, SH

2:30 p.m. Hearing on proposed Amendment #2018-1517s, relative to the interest charged on late and delinquent property tax payments and relative to prorated assessments for damaged buildings, to HB 1673-FN-LOCAL, relative to the interest charged on late and delinquent property tax payments.

HOUSE FLOOR ACTION

Thursday, April 26, 2018

- SB 172-FN**, (New Title) relative to non-menace dams. **Passed.**
- SB 309-FN**, (New Title) relative to standards for perfluorochemicals in drinking water, ambient groundwater, and surface water. **Passed with Amendment.**
- SB 366**, relative to members of the site evaluation committee. **Passed with Amendment.**
- SB 369-FN**, relative to the publication of the rulemaking register. **Passed.**
- SB 387-FN**, relative to liability of governmental units. **Passed.**
- SB 410-FN**, (New Title) establishing a commission to study creating a boat safe card. **Passed.**
- SB 444**, relative to cutting timber near certain waters and public highways. **Passed.**
- SB 522**, relative to alteration of speed limits. **Inexpedient to Legislate.**
- SB 555-FN-A**, establishing a citizens' right-to-know appeals commission and a right-to-know law ombudsman and making an appropriation therefor. **Inexpedient to Legislate.**
- SB 557-FN**, establishing a board of housing development appeals. **Interim Study.**

SENATE FLOOR ACTION

Thursday, April 27, 2018

- HB 101-FN**, relative to certification for solid waste operators. **Interim Study.**
- HB 124-FN**, relative to certain aircraft registration fees and airways tolls. **Passed with Amendment.**
- HB 559-FN**, relative to expenditures from the energy efficiency fund. **Inexpedient to Legislate.**
- HB 1101-FN**, regulating groundwater pollution caused by polluting emissions in the air. **Passed with Amendment.**
- HB 1201**, relative to an employee's earned but unused vacation time. **Inexpedient to Legislate.**
- HB 1329**, relative to eyewitness identification procedures. **Passed.**
- HB 1332**, allowing warrant articles to be split by the deliberative session. **Inexpedient to Legislate.**
- HB 1428-FN**, relative to removal of roadside memorials. **Passed with Amendment.**

(Senate Floor Action— Continued from Page 8)

HB 1450, relative to retention of job applications and personnel files. **Passed with Amendment.**

HB 1502, adding the utility property tax exclusion for exempt water and air pollution control facilities to tax expenditure review. **Inexpedient to Legislate.**


HB 1673-FN-L, relative to the interest charged on late and delinquent property tax payments. **Passed with Amendment; referred to F-S**

HB 1756-FN-A, relative to an additional allowance and a cost of living adjustment for retirees from the state retirement system. **Passed with Amendment.**

HB 1763-FN-A, establishing a road usage fee and making an appropriation therefor. **Interim Study.**

HB 1766-FN, relative to remediating the Coakley Landfill in Greenland. **Passed with Amendment.**

HB 1786-L, prohibiting costs for inspection of governmental records under the right-to-know law. **Tabled.**



2018	Upcoming NHMA Workshops and Webinars
May 8	2018 Local Officials Workshop—Newington Town Hall
May 15	2018 Local Officials Workshop—Moultonborough Safety Complex
May 22	2018 Local Officials Workshop—Sugar Hill Meeting House
May 23	NHMA Webinar—Controlling Junk: Junkyard Enforcement 101
Jun. 1	Workshop: A Guide to Effective Enforcement: Investigating and Enforcing Code and Land Use Violations
Jun. 2	2018 Local Officials Workshop—NHMA Offices, Concord
Please register online through our website: www.nhmunicipal.org (Scroll down on left to Calendar of Events and click View the Full Calendar)	

