

**Select Board Meeting**  
**Monday, July 23<sup>rd</sup>, 2018, 6:40 p.m.**  
**Nowak Room, Town Office Building**  
**10 Front Street, Exeter NH**

**AGENDA NOTE:** Board interviews take place beginning at 6:40 p.m.; regular business meeting commences at 7:00 p.m.

1. Call Meeting to Order
2. Board Interviews – EEDC, Conservation Commission
3. Public Comment
4. Proclamations/Recognitions
  - a. Proclamations/Recognitions
5. Approval of Minutes
  - a. July 9<sup>th</sup>, 2018
6. Appointments
7. Discussion/Action Items
  - a. Energy Committee re: Updates and Electric Charging Station Project
  - b. Nitrogen Control Plan Presentation: Wright-Pierce, Horsley Witten
  - c. Downtown Parking Spot Accessibility Update
  - d. Proposed Solid Waste Fee Updates
  - e. 2018 Paving Recommendations
  - f. Proposed Lease Agreement for Municipal Lot re: 23 Water Street construction
  - g. Liberty Utilities Proposed Easement and Option Agreement
  - h. Request for Use of Recreation Revolving Funds/Impact Fees
  - i. DHR Grant Acceptance: Park Street Area Survey
8. Regular Business
  - a. Tax, Water/Sewer Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager’s Report
  - d. Select Board Committee Reports
  - e. Correspondence
9. Review Board Calendar
10. Non-Public Session
11. Adjournment

Julie Gilman, Chair  
Select Board

Posted: 7/20/18 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



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

7/23  
 6:40pm

## Statement of Interest Boards and Committee Membership

**Committee Selection:** Exeter Economic Development Commission

**New**       **Re-Appointment**       **Regular**       **Alternate**

**Name:** Earl Lambert Murphy      **Email:** earlmurphy15@gmail.com  
**Address:** 26 Wood Ridge Lane      **Phone:** 603) 953-7044

**Registered Voter:** Yes       No

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

The Town of Exeter has been home to my wife and me for nearly 6 years and we will welcome our first, a baby girl, in September. We targeted Exeter because of the high quality of education, quaint community feel, and stellar reputation. My wife often says "I love where we live" and we work to embody that sentiment every day.

With a background in economics and political science, coupled by fifteen years of business experience, it would be an honor for me to give back to my community by serving on the Exeter Economic Development Commission. My most recent work has been at the executive levels of corporate sales, and I am now in the process of launching my own entrepreneurial endeavor based right here in Exeter.

My hope is that by serving on the EEDC I will have opportunities to engage with the local business community to foster growth and strengthen relations. Again, it would be an honor to serve the Town of Exeter and I appreciate your consideration - thank you!

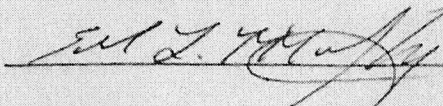
If this is re-appointment to a position, please list any training sessions you have attended relative to your appointed position.

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: 7/10/18

# Earl L. Murphy

26 Wood Ridge Lane, Exeter, NH 03833  
earlmurphy15@gmail.com  
(603) 953-7044

## EDUCATION

### **Masters in Business Administration, 2007**

Northeastern University - Boston, MA  
Specialization Certificates in Marketing & International Business

### **Bachelor of Arts, Economics & Political Science, 2003**

Syracuse University - Syracuse, NY

## PROFESSIONAL EXPERIENCE

### **McGraw-Hill Education - Higher Education - Boston, MA**

2016 – 2018

#### ***Enterprise Account Director***

- Establish a partnership relationship to drive overall account strategy and business development
- Primary MHE contact for institutional leadership (President, CAO, VPAA, and C-Suite)
- Generate revenue growth at existing enterprise accounts and contract new institutional partners
- Lead digital-first initiatives by leveraging core technologies (LMS & SIS integrations)
- Customize data and analytics services to support student success and institutional innovation
- Leverage Salesforce CRM daily in managing 100+ accounts across Northeast territory
- Deliver internal trainings and external presentations via WebEx video conferencing
- Achieved goal in 2016 managing a \$5.9M territory, including the company's largest enterprise account
- 2017: exceeded sales goal at 172% of \$2.9M base (+\$2.1M increase)

### **Pearson Education - Higher Education Services - Boston, MA**

2011 – 2016

#### ***Enterprise Account Executive***

- Partner with key C-Suite decision makers to implement portfolio of digital products and services
- Responsible for delivering customized SaaS solutions to support innovative learning models
- Manage project P&L and oversee all legal contracts from scope to execution
- 2011: exceeded sales goal at 108% of \$22M base (\$1.7M increase)
- 2012: exceeded sales goal at 116% of \$26M base (\$4.16M increase)
- 2013: exceeded sales goal at 111% of \$31M base (\$3.4M increase)
- 2015: exceeded sales goal at 104% of \$5M base (\$200K increase)

### **John Wiley & Sons - Higher Ed Division - Boston, MA**

2008-2011

#### ***Learning Technology Specialist***

- Responsible for driving sales and usage of technology in target markets
- Manage sales, faculty training, and implementation of digital learning resources
- Develop customer-specific training and implementation plans

- 2009: exceeded sales goal at 106% of \$12M base (\$720K increase)
- 2010: exceeded sales goal at 148% of \$4.5M base (\$2M increase – LTS of The Year)

**Oxford University Press & Pearson Prentice Hall - Higher Education - Boston, MA**

2004-2008

***Field Sales Representative***

- Responsible for new business development, retention, and servicing existing accounts
- 2004: exceeded sales goal at 109% of \$1.6M base (\$144K increase)
- 2005: exceeded sales goal at 121% of \$1.8M base (\$378K increase)
- 2006: exceeded sales goal at 105% of \$2M base (\$100K increase)
- 2007: exceeded sales goal at 110% of \$2.1M base (\$210K increase)
- 2008: exceeded sales goal at 117% of \$2.3M base (\$391K increase)

## VOLUNTEER & LEADERSHIP EXPERIENCE

**Exeter Junior Baseball & Softball League –  
Volunteer & Head Coach**

2010 - Present

- Volunteer coach and mentor for local baseball and softball players (ages 8 – 15 yo)
- Focus on fundamental mechanics, athletic strategy, and team leadership
- Derive personalized programs for catchers ranging from Little League to College
- Collaborate with former teammates and coaches from Syracuse University & University of Michigan to constantly improve coaching methodologies





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

7/23  
6:50

## Statement of Interest Boards and Committee Membership

**Committee Selection:** Conservation Commission

**New**       **Re-Appointment**       **Regular**       **Alternate**

**Name:** Lindsey White      **Email:** lindsey.white@gza.com

**Address:** 12 School Street, Exeter, NH 03833      **Phone:** 603-770-5752

**Registered Voter:**    **Yes**       **No**

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

I currently work as an Environmental Scientist for GZA GeoEnvironmental Inc. I graduated from the University of Maine in 2016 with a degree in Ecology and Environmental Science with a focus in Soil and Water Science. I originally grew up in Exeter and lived here until I went to college and I just recently moved back. I have always had a strong interest in being in the outdoors and spent my childhood summers camping, working on a farm, mountain biking, etc. My childhood experiences influenced my career, and now my career as a consultant is inspiring me to want to become more involved with my community. One of my primary duties as a consultant is speaking to local conservation commissions about proposed projects and I would love more exposure to different types of projects and help my community.

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

N/A

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:** Lindsey White

**Date:** 7/6/2018

# **Lindsey White**

12 School Street, Exeter, NH 03833

603-770-5752

[lindsey.white@gza.com](mailto:lindsey.white@gza.com)

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## **State of NH Wetland Scientist Apprentice and State of NH Soil Scientist Apprentice**

### **Education**

University of Maine, Orono, ME

B.S. Ecology and Environmental Science, 2016 (GPA: 4.0)

Concentration: Soil and Water Science

### **Relevant Coursework**

- ArcGIS and Geomatics
- Soil Science and Geology
- Soil Organic Matter Management
- Environmental Soil Chemistry and Plant Nutrition
- Statistics and Calculus
- Freshwater Ecosystem Science
- Fluvial Processes in Geomorphology
- Intro to Wildlife Conservation
- Land Use Planning and Policy
- Business and Technical Writing
- Geochemistry

### **Work Experience**

**GZA GeoEnvironmental, Inc.** Bedford, NH

Scientist I for Ecological Services Technical Team, May 2016 – Present

- Geospatial Analysis using ArcGIS.
- Natural resource assessment including wetland delineation, function-value assessment, vernal pool identification, wetland classification, vegetation identification.
- Federal, state, and local permitting for various clients and jobs.

**Rockingham County Conservation District**, Brentwood, NH

Intern, May 18, 2015 – August 19, 2015

- Conservation easement monitoring, herbicide application, report writing, identifying and flagging invasive plants and use of GPS, map and compass navigation.
- Writing invasive plant species potential impact reports.
- Communication and outreach with landowners regarding conservation and land use.

**Allen County Soil and Water Conservation District**, Lima, OH

Intern, May 19, 2014- July 18, 2014

- Communicating with and educating the public regarding water quality issues.
- Analyzed contaminants in storm water including nitrates and phosphates.

### **Skills**

- ArcGIS Mapping & Analysis
- Oral and written communication
- Project management and leadership
- Proficient with basic Microsoft Office
- Federal, state, & local permitting
- Natural resource report writing
- Native and invasive plant identification
- Field data collection and analysis

### **Organizations**

- New Hampshire Association of Natural Resource Scientists
- Society of Soil Scientists of Northern New England

July 9<sup>th</sup>, 2018

Draft Minutes

Select Board

### 1. Call Meeting to Order

Anne Surman, Kathy Corson, Julie Gilman, Molly Cowan, Don Clement, and Russ Dean were all present for the meeting. The meeting was called to order at 7:10PM by Ms. Gilman.

### 2. Public Comment

Florence Ruffner, chair of the Swasey trustees, asked the select board if they would consider taking over their application process. Ms. Gilman said they are continuing work sessions talking about the entire application process for the town.

Nicholas Gray brought up the idea of creating an advisory millennial council addressing the welfare of Exeter residents aged 18-35. He read excerpts of a letter that he sent to the board. Exeter has a higher aging population than other towns in NH, due to less affordable housing, a lack of jobs, and less recreational opportunities for that age group. The advisory council would consist of 5-7 members serving on 3 subcommittees.

### 3. Minutes & Proclamations

#### a. Proclamations/Recognitions – Exeter Sports Teams: Baseball 2018 and 2017, Girls Track, Girls Swimming/Diving, Unified Basketball

The Exeter Girls Track/Field team, the Exeter Swimming and Diving team, the Exeter Unified Basketball team, and the Exeter Baseball Team won the NHIA Division I state championships this year. Laura Smith, Jackie Redmond, Sharon Orchard, Kevin McQueen & Bruce Joyce, the coaches of the respective teams, were given plaques from the board recognizing their accomplishment.

#### b. Proclamations/Recognitions – Parks/Recreation Month

Ms. Cowan read a proclamation from the board declaring July as Exeter parks and recreation month, as the parks and recreation department is a vital part of the community. The US House of Representatives had previously declared July parks and recreation month. Greg Bisson, the director of the department, thanked the board for the recognition and encouraged anyone to contact the department if they are interested in new programs or services not yet offered.

### 4. Approval of Minutes

#### a. June 18<sup>th</sup>, 2018 – Regular Meeting

On page 6, it was clarified that the Exeter Lions Club repainted the fence rails. On page 8, Mr. Clement said that the tree limb in the river is not a hazard, but instead just an eyesore. Ms. Gilman also said that she voted “yay” in the motion on page 2, which needed to be corrected.

**MOTION:** Mr. Clement moved to accept the June 18<sup>th</sup>, 2018 minutes as amended. Ms. Surman seconded the motion, and it passed unanimously.

b. June 25th, 2018 – Work Session

On page 1, Mr. Clement said that he wanted the Swasey parkway events to come to the select board because most of their events happen on the roadway, which is under select board jurisdiction.

**MOTION:** Ms. Surman moved to approve the June 25<sup>th</sup>, 2018 minutes as amended. Ms. Cowan seconded the motion, and it passed unanimously.

Ms. Surman gave a quick PSA that the Independence Festival would be happening at Swasey Parkway, and that there would be signage to stay off the grass in some areas for re-seeding after construction.

5. Appointments – Historic District Commission, Budget Recommendations Committee

**MOTION:** Ms. Corson moved to appoint Linda Allen as an alternate member to the historic district commission, term ending 4/30/19. Ms. Surman seconded the motion, and it passed unanimously.

**MOTION:** Ms. Corson moved to appoint Corey Stevens as a member to the budget recommendations committee, for a one-year term. Ms. Surman seconded the motion, and it passed unanimously.

**MOTION:** Ms. Corson moved to appoint Steve Ramsay as a member to the budget recommendations committee, for a the current-year term. Ms. Surman seconded the motion, and it passed unanimously.

Ms. Cowan talked about the town's need for open and transparent governance, and made the following motion. The point of the motion would be to ensure that the permitting and budget processes in the town are completely transparent. Ms. Cowan said that she believed a lot of the conflict came from personality differences and that she wanted to move past that. She also did not want to name specific committees for this to apply to, in case of future changes or new committees.

Mr. Clement said that he was reluctant to dictate to another board that they are required to be filmed. He would encourage other town boards and committees to take advantage of the technology, however. Ms. Gilman said that she felt that the select board did have the authority to do so, since they appoint members to other boards and committees. Ms. Surman did not want to subject parade committees to 91-A, which she felt this would do. Some of the committees not already being filmed include the heritage commission, arts committee, the human services committee, and the parade committees.

Paul Royal said that the age we live in calls for open government, and that he thought the motion was a good idea to avoid intense discussions like what has been happening with the arts committee. Florence Ruffner wondered why the Memorial Day parade committee was a town committee, while other parade committees were independent but town supported.

**MOTION:** Ms. Cowan moved to require non-advisory committees who are in charge of a permitting process or a budget to be filmed on TV. Ms. Corson seconded the motion, and it passed 3-2-0, with Ms. Surman and Mr. Clement voting nay.

## 6. Discussion/Action Items

### a. Downtown Sidewalks - Accessibility Discussion

Ms. Gilman began the conversation about the accessibility issues downtown in response to a recent social media video. She emphasized that accessibility is a complex issue, especially around roadways and streets due to the difficult planning process. Ms. Cowan is excited to see people caring about this issue. Ms. Gilman said she would like to talk to public works and planning about the issues for recommendation. Mr. Dean went out to look at the area involved in the video, which is a bump-out in front of Capital Thai that has an issue with getting onto the ramp out of the way of traffic. The Highway Superintendent went with him to discuss solutions. They potentially might move the handicap space to another location. Ms. Corson asked for a timeline on the issue. Mr. Dean said he wants to hear back from the departments first, but did recognize the need to move it forward quickly.

Michelle Clark said that the curbs are problematic throughout town, especially during the winter. When snow banks are piled up, it becomes a major issue for people needing to get around. She wasn't sure that moving the spot would be effective and emphasized that they should talk to people with accessibility issues.

Roger Goun, the man who originally posted the video, said that the issue involves both safety as well as civil rights. He said that public works had contacted him, as well as the ADA coordinator for NH DOT and the NH Disability Rights Center. The immediate safety issue should be solved first, and then the town can move onto fixing other compliance issues. Mr. Dean added that the ADA coordinator is noted in personnel, and that he has not received anything formal from public works yet.

Amanda Kelly is glad that the issue is being talked about and said she has been to different public meetings to address accessibility issues. She also suggested consulting people affected by accessibility issues, because problems stand out more readily to them. Other towns even have a day where the town government spends the day in a wheelchair. Dana Trahan also emphasized the need to involve people dealing with accessibility issue in conversation.

Enna Grazier supported the critical safety issues at hand. She also pointed out that the ADA has been around for a long time, and is disappointed that it seems to have been ignored with new construction projects in Exeter. She also underscored communications problems in the town, saying there was a social media post where it said that the town was contacted. There is a need for a parking/traffic study in the town to be proactive.

Ken Knowles said that anyone with design experience should see that it wasn't laid out properly. He hopes that Lincoln Street will not have these same issues and encouraged the board to include someone with site design and ADA experience.

Paul Royal also addressed the communications problems in the town, but said that people can easily communicate with the local government through public comment. He believes this issue should be a regular agenda item until the problem is solved. He also said that the town can learn from this experience for future design issues.



Mr. Dean said that some information was put together from the NH Municipal Association about this issue and included in the board's packet. He wants make sure that the dialogue between departments and those affected is continued.

Mr. Goun said that he noticed the problem when the curbs were put up, and had asked the select board to address the issue, but nothing was done. He said he brought a select board member to the spot, but no one brought it to the board's attention.

Ms. Gilman said that the snow issue at least is a matter of prioritizing, and they need to figure out a better plowing rotation. Mr. Clement thinks that the bump out should extend the sidewalk into the street to make the crosswalk a shorter distance, and doesn't like the design of the bump out in question. A short-term solution could be to move the spot. Ms. Corson also suggested adding some greenspace, so it's not just a giant spot of concrete. Ms. Cowan asked how easy it is to move the parking space. Mr. Dean said it's fairly easy, but he wants to bring it back to the board. Ms. Cowan suggested adding another temporary handicap parking spot. Ms. Corson emphasized that they need an engineer to look at the design.

Karen Prior said that a lot of time and taxpayer dollars went into sidewalk construction. It's unfortunate that it wasn't designed well. Going forward, ADA compliance should be addressed more directly. A lot of taxpayers don't understand what the parking/traffic study would have included, and she thinks they could have explained it better.

Mr. Goun suggested putting curb cut with a bump-out either adjacent to the parking space, or next to the sign. Ms. Corson emphasized the need to do it correctly with an expert and wanted to know why it was not done correctly in first place. Mr. Dean said he would get feedback from people who did the work. The board decided to put the issue on the agenda for the next meeting.

#### b. E911 Proposals

Mr. Sharples talked about the renaming of streets in the Jady Hill neighborhood for emergency service compliance. He showed the board a map of the area and named four streets that have confusing intersections and are divided into segments (Woodlawn Circle, Hall Place, Jady Hill Circle, and Jady Hill Court). The committee sent out notices to residents. The streets in the area were renamed to Fairway Drive, Clover Street, Crabapple Drive, Woodlawn Circle, and Hall Place (Woodlawn and Hall were not entirely changed, but their start and ending sections were).

**MOTION:** Mr. Clement moved to open the public hearing to discuss street change recommendations from the July 9<sup>th</sup> memo by Dave Sharples. Ms. Surman seconded the motion, and it passed unanimously.

Lucy Williams, a resident of Woodlawn Circle, wanted clarification about what street numbers would change. Mr. Sharples answered that it will be renumbered as 2,6, and 14, and explained that house numbers go in 50-foot increments. Ms. Williams also asked about the deed changes, etc. Mr. Sharples said that Justin Pizon sends out a letter to affected residents, utility companies, and the USPS once the Select Board makes a decision. There are 30 days from the receipt of the letter until it becomes officially effective. Ms. Williams also wondered about the name "Crabapple Drive". Mr. Sharples said that as long as it meets requirements, they are open to suggestions from residents.

Jim Riswald, a resident of the neighborhood, said that it seemed ridiculous that emergency services wouldn't be able to find these properties in such a small neighborhood. He was not in favor of the changes and thinks that the town is putting a burden on residents because they will have to change all of their accounts.

**MOTION:** Mr. Clement moved to close the public hearing. Ms. Surman seconded the motion and it passed unanimously.

**MOTION:** Ms. Surman moved to rename the following section of Jady Hill Circle to Fairway Drive: from Jady Hill Avenue to the intersection of itself and Jady Hill Court. Ms. Cowan seconded the motion, and it passed unanimously.

**MOTION:** Ms. Surman moved to rename the section of Jady Hill Circle from Green Hill Road to Jady Hill Court, the section of Woodlawn Circle between numbers 19-15, and the section of Hall Place between Woodlawn Circle and Sharon Circle to Clover Street, and to renumber in accordance with town ordinances. Ms. Cowan seconded the motion, and it passed unanimously.

**MOTION:** Ms. Cowan moved to table recommendation number 3, and to ask the residents to come back by the next E911 meeting. Ms. Surman seconded the motion, and it passed unanimously.

c. Proposal for short term rental of Municipal Lot space

Darren Winham brought up the request for a license agreement with Pairpoint Group. This agreement is necessary to have the building built at the vacant lot at 23 Water Street. There is no property available for staging, so this agreement would allow the developer a 40'x40' section in the nearby municipal parking lot. It would take up 8 public spaces, but will not interfere with overnight parking or snow removal. This proposal would minimize disruption to the public, because of lessened construction and vehicular traffic to the project. It would be for a dumpster and a construction trailer as well, with a fence blocking the area off. The agreement would last up to one year, though likely less than that.

Ms. Surman asked why this was called a license vs. a lease. Mr. Dean said that there is a provision in the law about taxes for leases, and the town is not suggesting any fees, so it was called a license. Ms. Corson asked how construction would be moved back and forth and how the traffic pattern would work out.

Elliot Berkowitz, the manager of the property, said that the lot offers a number of logistical challenges to construction. He said that material would not be brought to the property until right before they are about to use it. They are hoping to get a foundation in the property by November. He also emphasized that there is no other way to build this property.

Mr. Clement asked if he had exhausted other possibilities of where to put storage and other construction facilities. Mr. Berkowitz said that he had, and there are none. Mr. Clement said he wants to think more about the logistics, and is struggling with giving away 8 public parking spaces for a year. He also thinks this should be worked as a lease and wants the select board to sign it. Ms. Surman agreed that it should be a lease. Ms. Gilman said that she believes the use of the parking spaces is the best solution because of the restrictions on the property. Mr. Dean said that they can modify the agreement

to be a lease agreement for \$1.00, and the term would be the same. Mr. Berkowitz said that two weeks from now is fine for a decision. The board told him they will decide at their next meeting.

d. Engine 4 Lease Documents

Mr. Dean said that the total cost is \$489,916, and the lessee resolution needs to be read and approved. Ms. Cowan read the lessee resolution as presented in the select board packet.

**MOTION:** Ms. Corson moved to adopt the lessee resolution for the replacement of engine 4. Ms. Cowan seconded the motion, and it passed unanimously.

e. Adoption of 2018 Hazard Mitigation Plan

This was presented in a public meeting previously, and was also put up on the town website. They did not receive any public comments. Ms. Cowan read the certificate of adoption as presented in the select board packet.

**MOTION:** Mr. Clement moved to sign the certificate of adoption for the 2018 hazard mitigation plan update. Ms. Surman seconded the motion, and it passed unanimously.

7. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

The first was an appeal from a decision that the select board had previously made about 64 Epping Road, to decrease the amount of tax exemption for the property. The BTLA granted the owner’s appeal. Now the select board can either appeal the BTLA’s decision or accept it. Mr. Clement said that based on his experience in this situation, it would be fruitless to appeal. Ms. Surman said that she did not want to grant a tax exemption for the property and have it go to other ratepayers. Ms. Cowan said that she has received input from residents leading to her wanting to appeal the BTLA decision. Ms. Gilman also thought that it could set a precedent and wants more clarification from the BTLA.

**MOTION:** Ms. Cowan moved to ask the BTLA to reconsider their decision for the tax-exempt status of 64 Epping Road, map 62 lot 112. Ms. Surman seconded the motion, and it passed 3-2-0 with Ms. Corson and Mr. Clement voting nay.

**MOTION:** Ms. Cowan moved to approve an LUCT for map 43, lot 6 in the amount of \$37,500. Mr. Clement seconded the motion and it passed unanimously.

**MOTION:** Ms. Cowan moved to approve an intent to cut for map 94, lot 19. Ms. Corson seconded the motion and it passed unanimously.

**MOTION:** Ms. Cowan moved to approve an intent to cut for map 71, lot 119. Ms. Corson seconded the motion and it passed unanimously.

**MOTION:** Ms. Cowan moved to approve an intent to cut for map 101, lot 32. Ms. Corson seconded the motion and it passed unanimously.

**MOTION:** Ms. Cowan moved to approve the water/sewer abatement for 3 Warren Avenue in the amount of \$666.88. Ms. Surman seconded the motion, and it passed 4-0-1 with Mr. Clement abstaining.

**MOTION:** Ms. Cowan moved to table the water/sewer abatement for 4 Hayes Park until the next meeting. Ms. Surman seconded the motion, and it passed unanimously.

b. Permits & Approvals

There was an application submitted by Darius Thompson for the holiday parade to be moved to 12/8/18. The board had already approved the usual date for the parade, and did not know why it was being changed. Mr. Dean said that he would talk to Mr. Thompson for more information before approval.

**MOTION:** Mr. Clement moved to approve a permit for the use of the town hall and poster board for the NH Children’s Trust on 4/13/19 from 2:00-10:00PM. Ms. Cowan seconded the motion, and it passed unanimously.

**MOTION:** Ms. Corson moved to approve the fee waiver for the use of the town hall by the NH Children’s Trust. Ms. Surman seconded the motion, and it passed unanimously.

There was an application submitted by John Mcinnis Auctioneers to use the town hall for an auction from August 19<sup>th</sup>-27<sup>th</sup>. The board was concerned about blocking off a big chunk of time, and also the application is for a for-profit business. They would like more information about the event.

c. Town Manager’s Report

Mr. Dean said that the Lincoln Street project is underway and going well. He recently met others at the Lincoln Street train station to review any maintenance that needs to be done. They would like to close the area off at some point so that everything can be finished at once. For this, they are in contact with Lincoln Street school to use their parking area. Mr. Clement asked who had been designing the Lincoln Street utility project, and Mr. Dean answered that Ironwood Design, along with CMA Engineers, have been. Ms. Gilman would like to see the layout reviewed for ADA concerns.

d. Select Board Committee Reports

Mr. Clement attended the river advisory meeting, where the main topic was the state of deficiency of Pickpocket Dam. DPW is looking at prices for a feasibility study for the different solutions. He also went to an economic development meeting about business retention training. Mr. Clement said he and Bill Campbell will work together on this, and that the businesses chosen were selective. The planning board had some lot line adjustments to discuss – one was tabled for more information. They also made the decision to deny the variance in school impact fee for Mr. Shafmaster. During the E911 meeting, Mr. Clement filled in.

Ms. Cowan went to a regional housing discussion which had people from across region. It was lead by Sarah Gartska and the discussion was how to incentivize developers to create workforce and other affordable housing. The discussion was mostly generative, but she hopes it will grow towards recommendations.

Ms. Corson also attended the planning board meeting summarized by Mr. Clement.

Ms. Surman had a Swasey Parkway trustee meeting, and they discussed the possibility of the select board taking over their permitting process which would allow them to spend more time on other issues.

Ms. Gilman attended a heritage commission meeting, and they met with Kristin Murphy to discuss possible joint events with the conservation commission at Raynes Farm. They also chose a location for a sign for the last piece of the dam mitigation.

e. Correspondence

There was a letter from the BTLA about the time extension for 22 Industrial Drive. A news alert from SafeWise said that Exeter was one of the safest cities in the nation to raise a free-range child. There was a letter from Bruce Jones responding to statements made by Karen Desrosiers. A letter from Derek Haddad addressed the recent ADA accessibility issues. And there was a letter from Comcast about rate and package changes.

Mr. Clement brought up that the finance department had reserved some parking spaces downtown recently. Mr. Dean said that it was a request made at a department management meeting two months ago, because they were having issues with parking due to distance and lack of street parking. He also said that the spaces would have been occupied by finance employees regardless. Mr. Clement pointed out a warrant article that authorized 8 public parking spaces by the town hall, and now 3 of those spaces have been taken away from public access. The board suggested that clarifying time limits on the spaces might be a good idea.

8. Review Board Calendar

The next select board meeting will be on July 23<sup>rd</sup>, 2018.

9. Non-Public Session

**MOTION:** Ms. Corson moved to go into a non-public session at 10:05PM, pursuant to RSA 91:A 3-2A for compensation and RSA 91:A 2 e for land acquisition. Ms. Cowan seconded the motion, and it passed unanimously by roll-call vote.

The Board emerged from non public session. Motion to seal the minutes on the land acquisition by Mr. Clement seconded by Ms. Surman. Motion carries unanimously. Motion by Mr. Clement to adjourn, seconded by Ms. Surman. Motion carried unanimously the Board stood adjourned at approximately 10:20 p.m..

Respectfully submitted by recording secretary Samantha Cave.



## Energy Committee Charge

The purpose of the Energy Committee is to review various energy programs available to the Town of Exeter. The committee may make recommendations to the Select Board and town meeting for potential implementation. These areas will include, but not be limited to:

1. Review of methods to reduce town energy consumption (electric, natural gas, fuel consumption, any fossil fuel consumption);
2. Review of the town's recycling program currently being administered by the Department of Public Works;
3. Evaluation of annual energy related legislation being proposed in the state legislature and report to the Select Board on implications for Exeter;
4. Review of the latest IECC energy codes to see if and how they may be adopted by the town of Exeter;
5. Review the potential for implementing "smart cities" technology including LED lighting that would lead to energy and budgetary savings for the town;
6. Review of opportunities for implementation of solar and other alternative energies in the town;
7. Review of education methods to town residents regarding energy programs and potential efficiencies;
8. Research and education on various tax incentives available to residents that involve alternative energies for the home and/or business;
9. Periodic updates to the Town and Board of Selectmen regarding energy related programs, initiatives, available grants, etc..;
10. Review of any available state programs and grants to provide for the promotion of alternative energy (primarily through the Office of Energy Planning and NHDES);
11. Develop recommendations for uses of funds available in the town's energy capital reserve fund, established by Article 34 of the 2010 town warrant;
12. Review of any other programs or activities in town government that may include an energy savings component, "green technology" component, or green infrastructure component.

Adopted: Board of Selectmen, November 13<sup>th</sup>, 2017

# Free EV Test Drive Event!

Electric Vehicle ↗

Sunday, Sept. 16<sup>th</sup>, 1-3pm

Exeter, NH Town Hall

*Dealership test drives! No pressure EV and EVC info tables! Food & fun!  
All local EV/PHEV owners invited to parade their cars to the town hall\*,  
raise their hoods, and answer your questions!*



National Drive Electric Week™



Nissan LEAF® Exclusive Automotive Sponsor.

PRESENTED BY

Plug In America  
www.pluginamerica.org

SIERRA CLUB

Electric Auto Association

Brought to you by Exeter Energy Committee and ExeterNHTransitionTown.com | More info on event on their websites or Facebook pages

YOU ARE INVITED! We will hold a small parade of EV's, hybrids, and plug-ins. Each car will have a sign showing their eGallons. We will make the sign for you, but you may also decorate your car in your own way. When we all park at the town hall, please raise your hood to signal that people can look at your car and ask you questions. *(Test drive people at your own risk.)* You do not have to stay the whole time. Parade route provided later. **Please**

**rspv to Renay at [rmallenNH@gmail.com](mailto:rmallenNH@gmail.com)**

Exeter Energy Cmte introduction to Exeter Select Board, July 23, 2018

I am here tonight to formally introduce the town of Exeter Energy Cmte. As a natural evolution of the select board's proclamation to uphold the principles of the Paris Accord you voted to create an energy cmte late last year. You charged us to work on energy efficiencies and clean energy initiatives, and to educate the citizens. We have met monthly since we had our first official meeting in Dec 2018. We now have a page on the town website, and also have a facebook page. I would like to introduce the members (Renay, Lew, Amy, Robin, and Julie)

Our current projects include;

- Forming a 7-town coalition to look into LED streetlight conversion with Unutil, which will ultimately save the town's taxpayers a significant amount of money. We are working with Jennifer Perry, DPW Dir on that project.
- Hosting a public Button Up NH home insulation workshop this upcoming Oct for residents, this in partnership with the Stratham Energy cmte.
- Hosting a public test-drive event for electric vehicles on Sunday Sept 16<sup>th</sup>, 1-3pm at the town hall & bandstand. We are working with local car dealerships on this event.
- Obtaining electric car chargers for downtown. Exeter has 6 private EVC's, and no public EVC's. This renders Exeter invisible to EV drivers.

We are here to speak to you tonight about the EVC project. We have been in contact with three vendors and a Unutil field rep to help Exeter install its first public charger downtown. There is currently \$5200 in a town account that is denoted to be used for transportation efficiency projects. We think we can come in under that price, or slightly over, depending on which scenario you approve. Lew will speak next to give you details. His analysis paper is in your packets.

Current stats for EV's registered in Exeter are: over 200 hybrids and PHEV's, and 10 fully electric vehicles. I would like to impress upon the board the sheer number of EV's coming in five years: **GM will launch 20 EV's by 2023, Ford 20 models by 2020, Jeeps will be electric by 2020, in 2019 all Volvos will come in an EV option, and the list goes on.** The Chevy Bolt, with a range of 238 miles was Motor Trends' 2017 Car of the Year. Why? One reason is this: The manufacture of EV uses significantly less parts, thus there is significantly less maintenance, not to mention emissions - and so the auto manufactures are investing billions in their creation.

As mentioned before, Exeter is invisible on the apps like Plugshare to the EV driver who wants to visit a nice town listed on their app, plug in and charge for two hours while they have lunch and do some shopping. Traditional gas pumps are of no use to them...*Unutil will soon be the new "gas pump"*.

We need EVC's for our downtown merchants, and more.

The energy cmte would like to eventually work with the town planner and have a well thought out comprehensive plan in place for this transition. Certain monies will be available next year from the Volkswagen settlement, and we envision that as time goes on more types of aid will be available for those towns who are ready to execute.

So, for right now, we come before you to ask for approval to install one dual-head charger NOW to get a feel for usage and patterns, so that when the time comes we can better understand how the town is going to successfully roll out this paradigm shift. We introduce the idea to you tonight and will return for follow up at the Aug 6<sup>th</sup> meeting. We would like to have the charger installed before the Sept 16<sup>th</sup> EV test drive event.

Thank you.

**Electric Vehicle Charger Proposals for Exeter**  
 Exeter Energy Committee – Lew Hitzrot, July 23, 2018

The Energy Committee recommends that the town invest in electric vehicle chargers to prepare for the inevitable increase in the number of electric vehicles and for the economic development of the downtown merchants. We further recommend that the town pay for the first two years of electricity use on the charger. We estimate the maximum monthly electrical energy charge per charger to be \$126\*.


The table below gives our recommendations for placement and equipment and estimates for the cost of purchase and installation based on information we have received from vendors. We anticipate that Revision Energy will also provide a quote in the near future.

Option	Vendor/Unit/specs equipment price	Location/install/comments	Apprx price total
1	EV Launchpad EVBox Level 2 dual head pedestal mounted Not networked \$3700	Town Hall 2 west wall parking spaces Installation cost* \$4200 Could be converted to "smart" charger at a later date	\$7900
2	EV Launchpad 2 level 2 Clipper Creek HCS-40 pedestal mounted Not networked \$1600	Town Hall 2 west wall parking spaces Installation cost* \$4200 Cannot be converted to "smart" charger at a later date	\$5800
3	EVLaunchpad Level 2 Juicebox Pro 2 @ \$1000	Senior Center attached to wall on back side of building Launchpad cost includes installation Cannot be converted to smart charger Usage can be monitored if wifi is available in building	\$2000
4	SemaConnect \$6000	Town Hall 2 west wall parking spaces SemaConnect only provides equipment. Installation must be provided by customer. This is a dual head smart charger requiring \$20/month service fee for each charger	\$????



*\*Calculation: Most EV's charge at a rate of 3.3 kilowatts. There are some that charge at 6.6 kilowatts and a few with even higher rates. Assuming an average charging rate of 4.5 kw, 6 hours of charging per day per charger, 26 charging days per month and an energy cost of \$0.18 per kwh, the monthly energy charge to the town per charge would be \$126 for one or \$252 for a dual head.*


Thank you for your consideration

# Town of Exeter Nitrogen Control Plan



Presented by: Edward Leonard, PE  
Renee Bourdeau, PE  
July 23, 2018



**WRIGHT-PIERCE**   
Engineering a Better Environment

## Agenda

- Why the Nitrogen Control Plan is Needed
- Watershed Loads & Load Reduction Goals
- Nitrogen Control Measures
- Alternatives Analysis
- What will be in the Nitrogen Control Plan
- Next Steps and Key Decisions with Select Board

2



## Why is the Nitrogen Control Plan Needed?

- NPDES Permit - 2012
  - Achieve <3 mg/l TN
- Administrative Order on Consent (AOC) - 2013
  - Achieve 'interim limit' of <8mg/l TN by 2019
  - Begin tracking all activities affect TN in town-wide
  - Coordinate with NHDES for 'tracking and accounting for total nitrogen'
  - Coordinate with NHDES for 'nitrogen allocation'
  - **Develop a Nitrogen Control Plan (2018)**
  - Develop an Engineering Evaluation (2023)


3

## What will the Nitrogen Control Plan Do?

- Document baseline loadings (2010) and load reduction goals
- Take credit for actions already taken by the Town
  - Fertilizer regulation revisions implemented
  - Site Plan regulation revisions implemented
  - WWTF Upgrade underway
  - PTAPP tracking and accounting underway
- Develop a 5-year implementation plan leading up to the Engineering Evaluation due in 2023
  - Approach to make progress towards goals
  - Approach to monitoring

4


## Why is the AOC Focused on Nitrogen



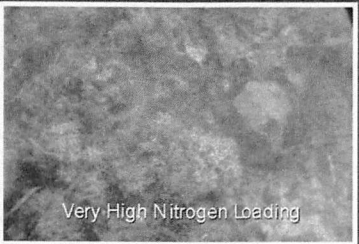
Low Nitrogen Loading

Excess Nitrogen contributes to:

- Increased algae
- Reduced water clarity
- Reduced light penetration
- Reduced dissolved oxygen
- Loss of habitat



High Nitrogen Loading



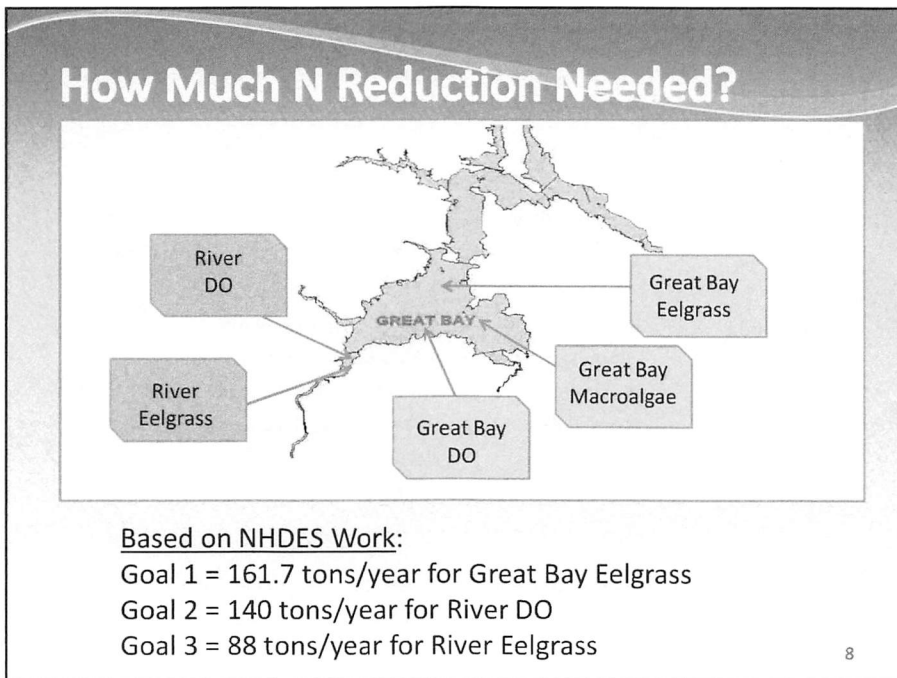
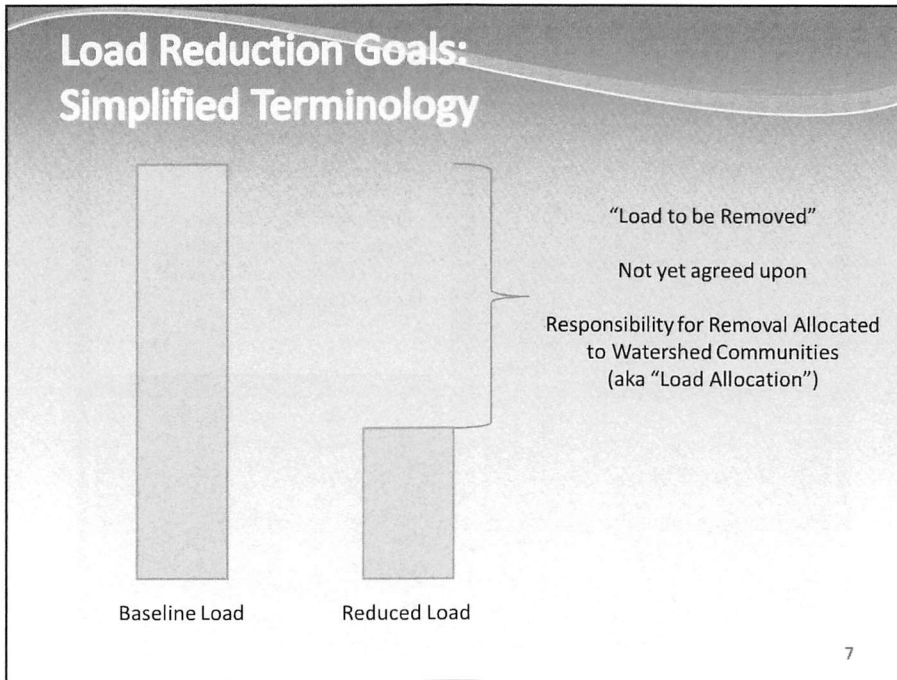
Very High Nitrogen Loading

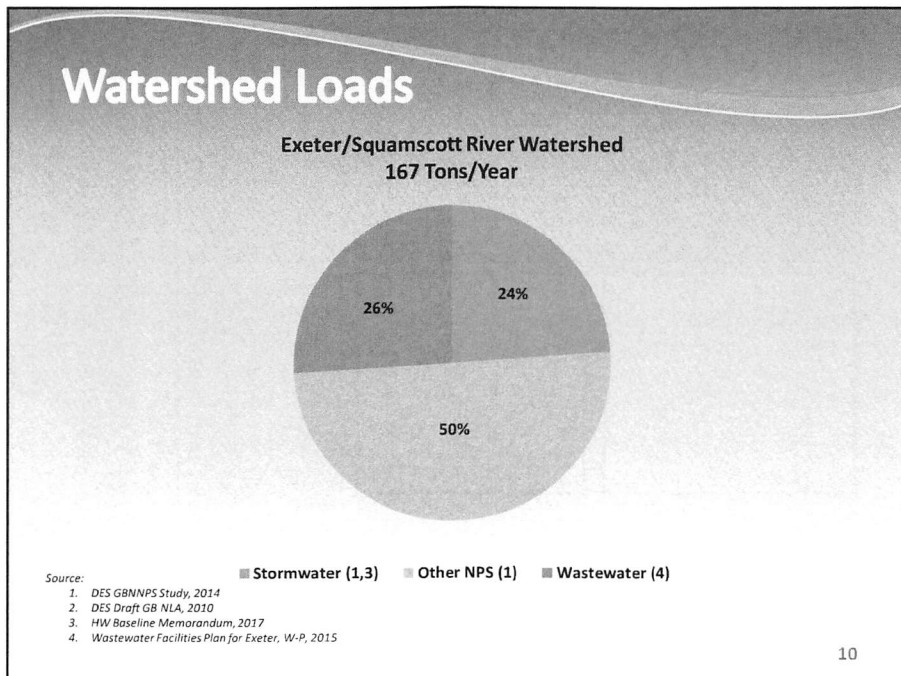
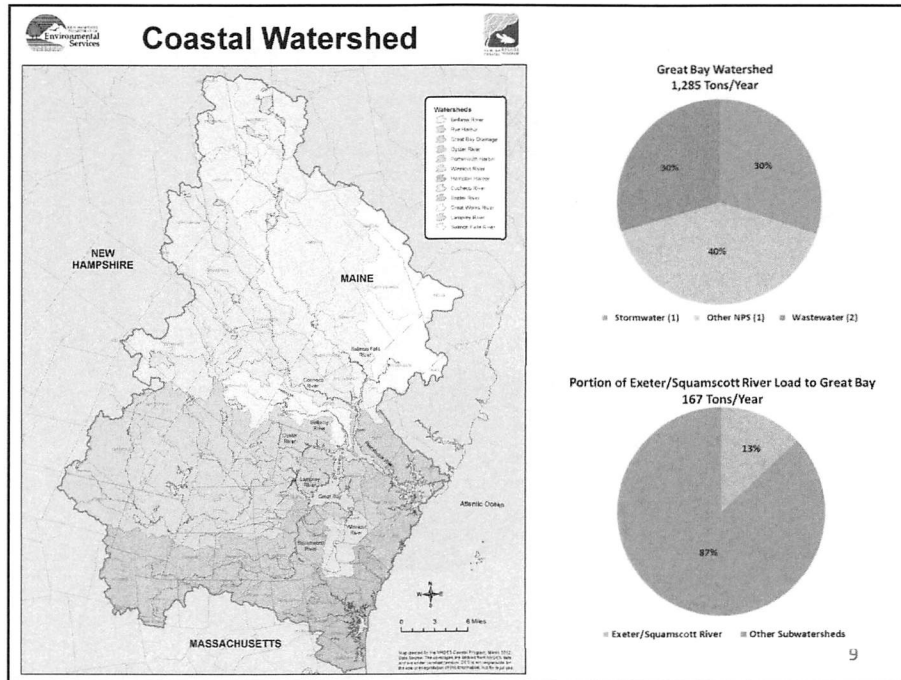
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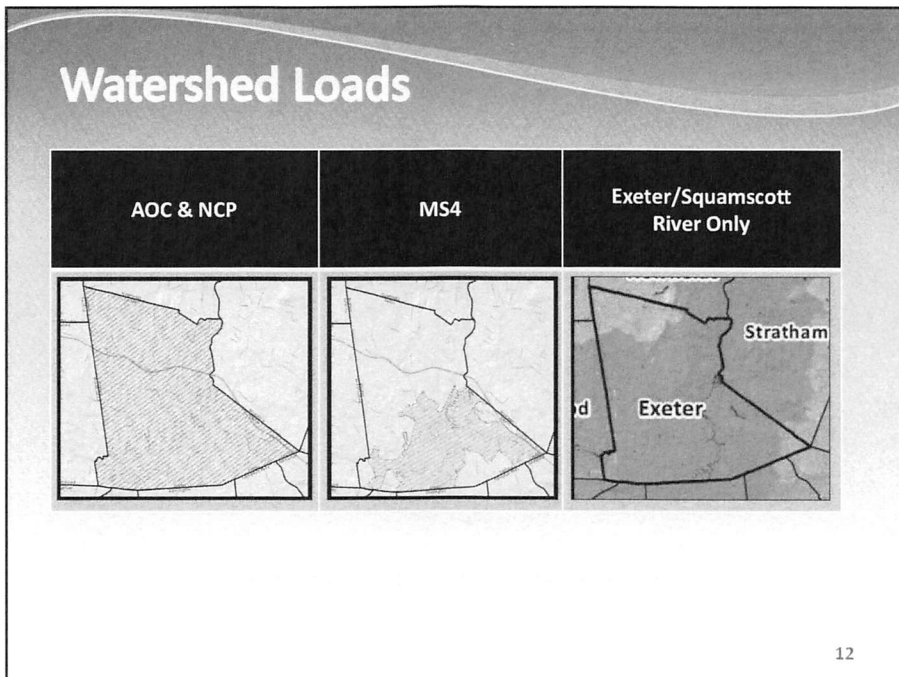
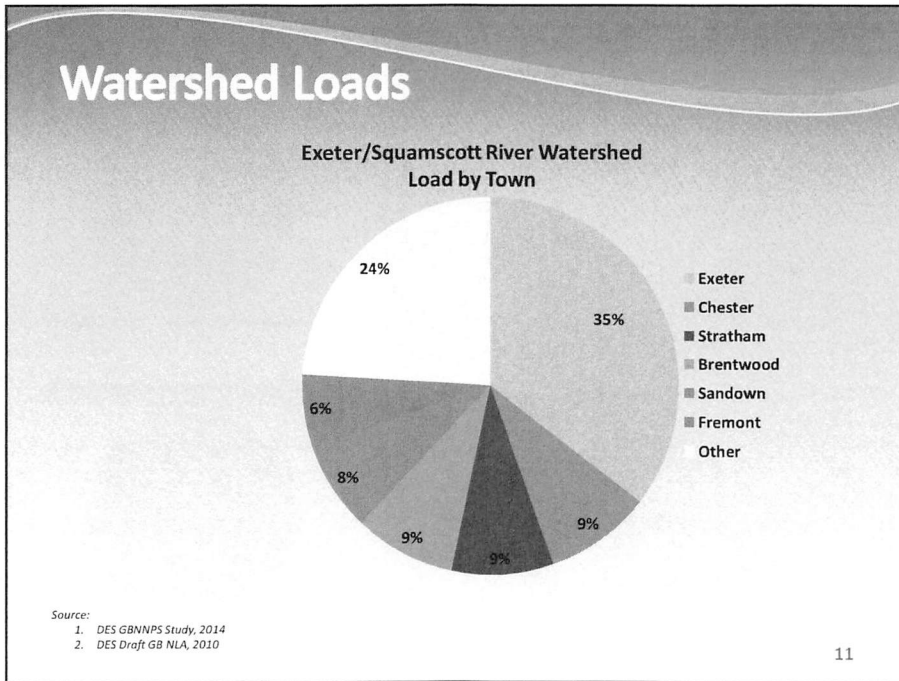
## Nitrogen Inputs, Delivery and Attenuation Mechanisms

Input Load	Delivery Method	Attenuation Mechanism	Delivered Load
<ul style="list-style-type: none"> <li>• Wastewater</li> <li>• Fertilizers</li> <li>• Stormwater</li> <li>• Leaf litter</li> <li>• Atmospheric Sources</li> </ul>	<ul style="list-style-type: none"> <li>• WWTFs</li> <li>• Groundwater</li> <li>• Precipitation</li> <li>• Stormwater</li> </ul>	<ul style="list-style-type: none"> <li>• Storage in soils &amp; plants</li> <li>• Removal in crops &amp; woods</li> <li>• Microbial action in soils</li> <li>• Aeration in surface water</li> <li>• Treatment</li> <li>• BMPs</li> </ul>	

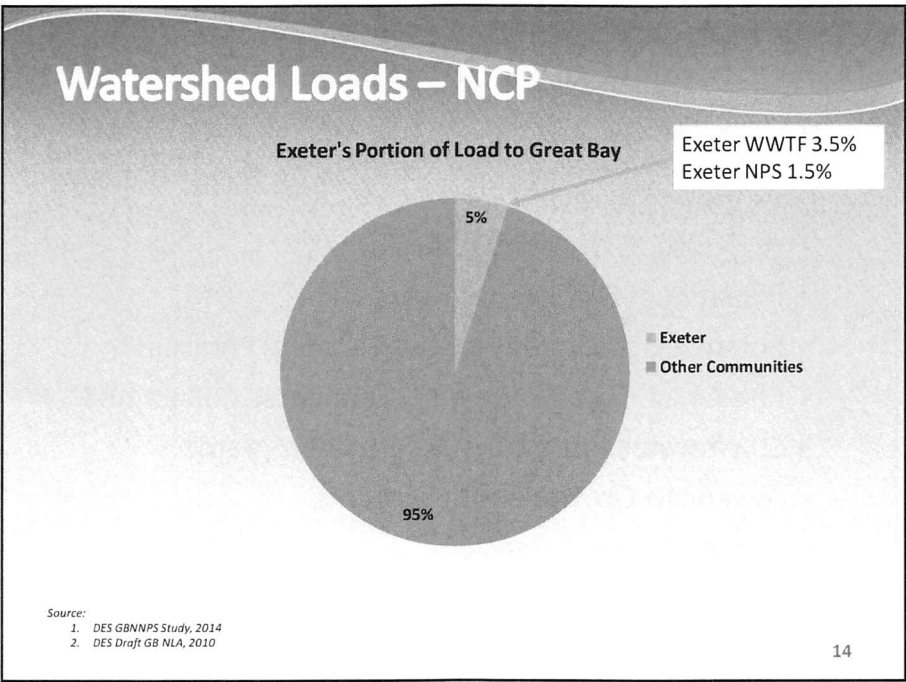
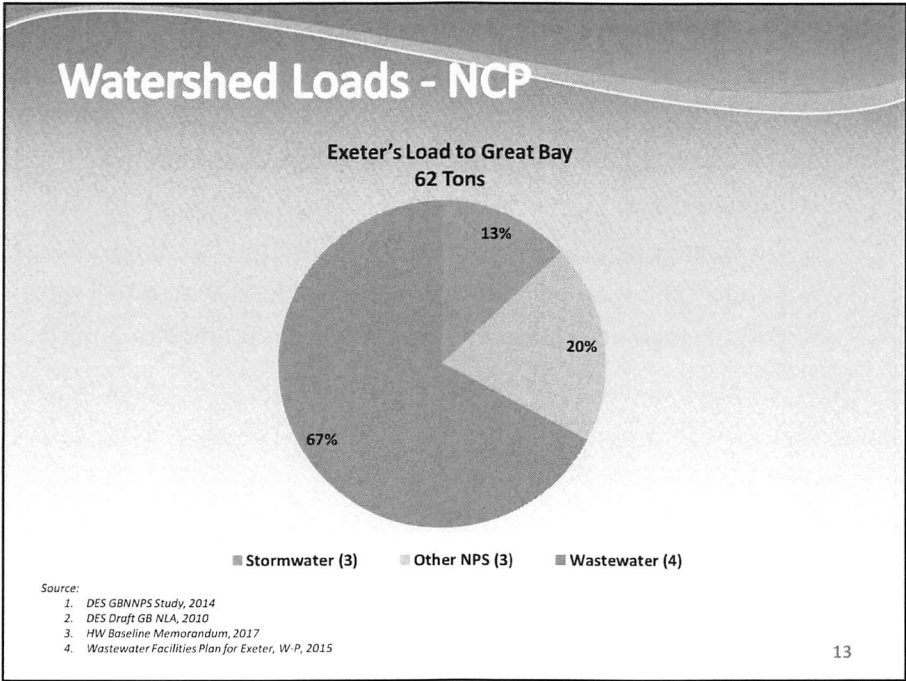
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## Nitrogen Management Measures

- Point Source Strategies >> WWTF Upgrade
  - Existing Conditions – Lagoons for 1.7-mgd at 20-mg/l
  - On-Going Upgrade – Enhanced Treatment for 2.2-mgd to 5-mg/l
  - Future Expansion – Enhanced Treatment for 3.0-mgd to 5-mg/l
  - Future Upgrade – Advanced Treatment for 3.0-mgd to 3-mg/l

15

## Nitrogen Management Measures

- Non-Point Source Strategies
  - Atmospheric Deposition
  - Agricultural Nutrient Management
  - Residential Fertilizer Management<sup>Δ</sup>
  - Enhanced Street/Pavement Cleaning Program\*
  - Enhanced Organic Waste & Leaf Litter Collection\*
  - Stormwater Infrastructure O&M Program\*
  - Advanced On-Site Septic Systems
  - Limited Sewer Extensions
  - Stormwater Best Management Practices

<sup>Δ</sup> Under MS4 permit, this is only required on municipally owned properties

\* Required under the 2017 Final MS4 Permit

16

## Cost-Effectiveness of Nitrogen Management Measures

Strategy	Est. 20 Year Cost Per Pound TN Removed
Atmospheric Deposition Reductions from Clean Air Act	\$ 0
WWTF Upgrade (20-mg/l to 5-mg/l)	\$ 50
WWTF Upgrade (from 5-mg/l to 3-mg/l)	\$ 60
Residential Fertilizer Program	\$ 140
Agricultural Program	\$ 200
Septic System (within 200m of Waterbody)	\$ 210
Infrastructure Maintenance Program	\$ 330
Septic System (outside 200m of Waterbody)	\$ 470
Stormwater Infiltration BMP	\$ 520 - \$1,170
Stormwater Enhanced Biofiltration BMP	\$ 850 - \$1,910
Sewer Extensions	\$1,350
Enhanced Street/Pavement Cleaning Program, Leaf Litter Collection Program	\$2,530

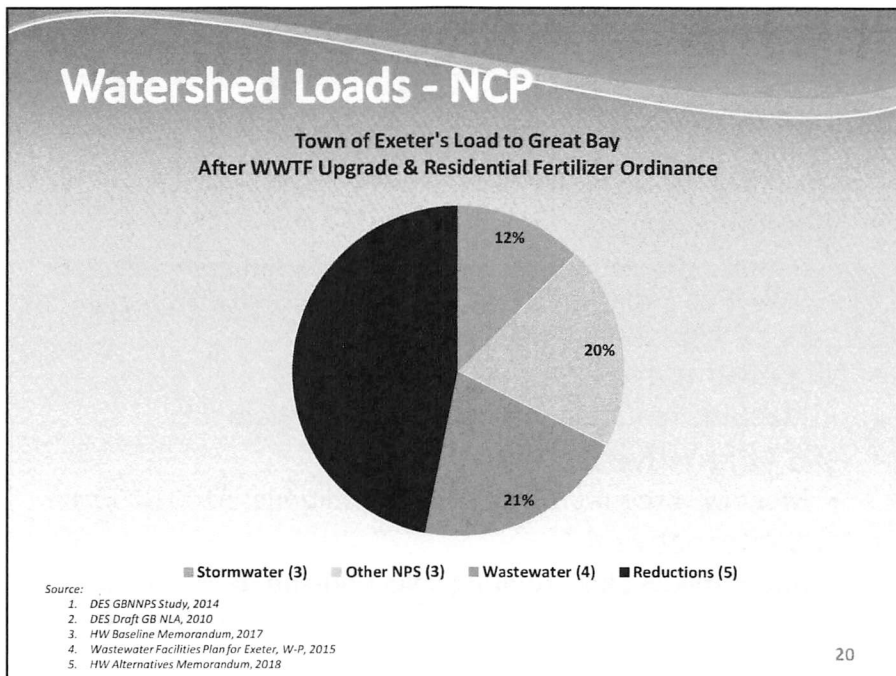
## NPS Alternatives

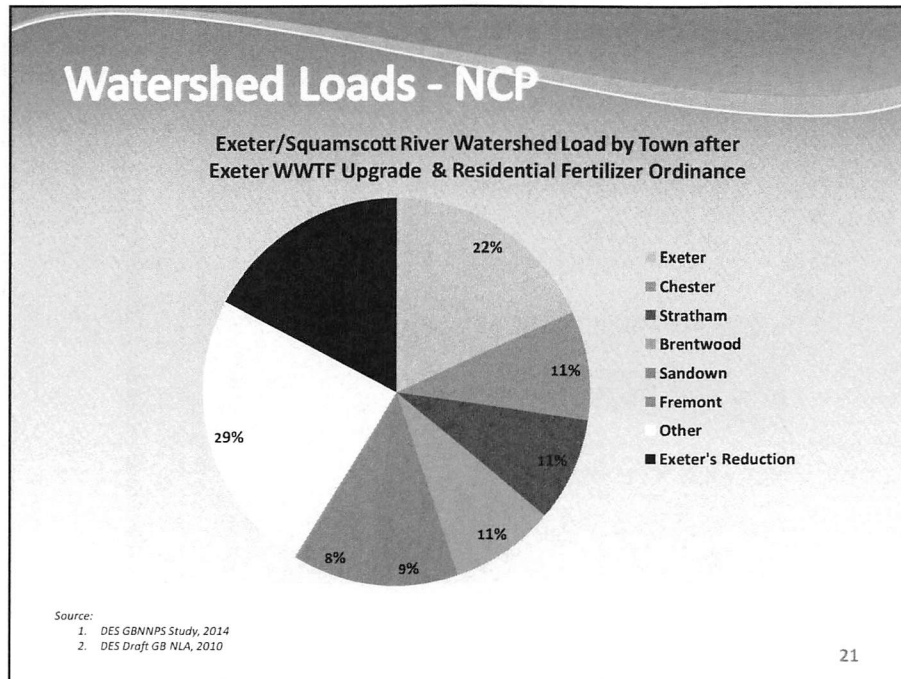
- Each alternative assumes that the Exeter WWTF is upgraded to 5-mg/l effluent TN
- NPS Alternative 1
  - Remove the equivalent NPS load as upgrading the Exeter WWTF to 3-mg/l effluent TN (i.e., equals 10,400 lbs/year by NPS measures in 20 years)
- NPS Alternative 2
  - Meet the requirements of the MS4 program
- NPS Alternative 3
  - Meet MS4 requirements plus an additional \$100,000/year
- NPS Alternative 4
  - Alternative 3 plus requiring select on-site denitrification systems plus stormwater BMPs on public properties and rights-of-way

### NPS Alternatives

Alternative	NPS Delivered Load Removed (lbsN/year)	Percent Reduction of NPS Delivered Load	Total 20 Year Life Cycle Cost	Est Cost per NPS Delivered Load Removed (\$/lbN/year)
1 – 10,400 Lbs Reduction	10,400	26%	\$102.0M	\$680
2 – MS4 Requirements	3,230	8%	\$7.3M	\$1,070
3 – MS4 Plus	3,740	9%	\$9.3M	\$550
4 – Town Property	5,970	15%	\$40.9M	\$710
Comparison WWTF Upgrade “from 5 to 3” mg/l	10,400	-	\$11.6M	\$60

19





- ## Next Steps
- Obtain input from the Select Board on the NPS Alternative Selection shown in the NCP (7/23)
  - Brief River Advisory Committee (8/23)
  - Develop Draft NCP for Town staff input
  - Submit Draft NCP for Select Board input (9/7)
  - Present Draft NCP to Select Board (9/10)
  - Receive comments from Town (9/18)
  - Update and submit NCP to EPA (9/28)
- 22

## Questions / Discussion



23





## MEMORANDUM

**To:** Mr. Paul Vlasich and Ms. Jennifer Perry, Town of Exeter  
**From:** Renee L. Bourdeau, Project Manager, Horsley Witten Group  
**Date:** November 27, 2017, Revised July 17, 2018  
**Re:** Nitrogen Control Plan – Preliminary Nitrogen Reduction Alternatives  
**cc:** Ed Leonard, Wright-Pierce

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### 1.0 PURPOSE

The purpose of this memorandum is to summarize the methodology and results for developing planning-level cost estimates and rate of implementation for three nitrogen reduction alternatives. These alternatives include:

- 1) to meet minimum MS4 requirements;
- 2) meet minimum MS4 requirements with an additional annual investment of \$100,000;
- 3) implement controls to the maximum on Town property; and
- 4) reduce nitrogen non-point sources to a level equivalent to the removal if the wastewater treatment facility (WWTF) were upgraded to achieve a 3-mg/L effluent concentration at current flows (10,400 pounds of nitrogen).

This memorandum builds on a previous Baseline Nitrogen Modeling Methodology and Results memorandum prepared by the Horsley Witten Group (HW), dated June 15, 2017, revised July 18, 2017 (HW, 2017<sup>1</sup>), which describes the baseline nitrogen loads from the Town.

### 2.0 NON-POINT SOURCE LOAD REDUCTION STRATEGIES

There are a variety of feasible non-point source load reduction strategies that Exeter can consider to reduce the Town's baseline nitrogen load to receiving waters. These strategies are described below, including the level of nitrogen load reduction expected from implementation of each strategy and the 20-year life-cycle cost to implement each strategy. The level of implementation for each of the strategies and the total cost to the Town for each of the alternatives is described in Section 3 of this memorandum. Baseline nitrogen loading from the Town and definitions can be found in the prior HW memorandum (HW, 2017).

---

1

[https://www.exeternh.gov/sites/default/files/fileattachments/public\\_works/page/38361/nitrogen\\_control\\_plan\\_memo\\_ph\\_1\\_task\\_1\\_7.18.17.pdf](https://www.exeternh.gov/sites/default/files/fileattachments/public_works/page/38361/nitrogen_control_plan_memo_ph_1_task_1_7.18.17.pdf)

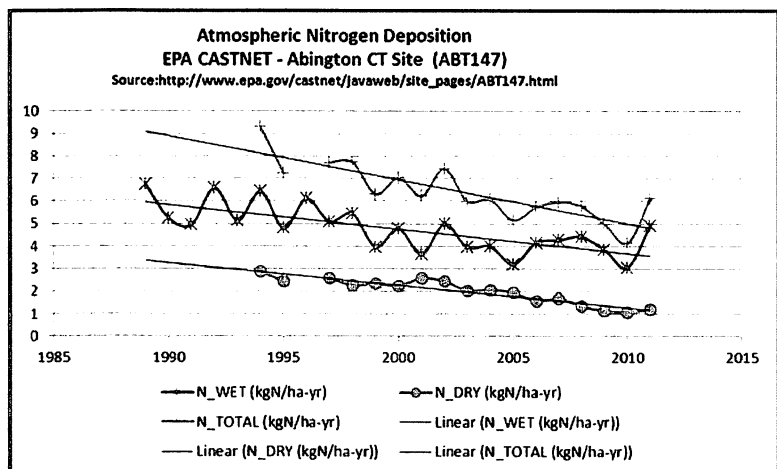
## 2.1 Non-Structural Load Reduction Strategies

### 2.1.1 Atmospheric Deposition

Atmospheric sources of nitrogen are a non-negligible portion of the total nitrogen load and has historically been treated as a static value based on published values representative of the late 1990s; however, there is a growing body of data which indicates that atmospheric nitrogen deposition is decreasing, especially since the late 1990s when the Clean Air Act and Clean Air Act Amendments were promulgated (Wright-Pierce, 2017). In particular:

- The Long Island Sound TMDL Report (CTDEP, 2000) included an 18% reduction in atmospheric nitrogen deposition as a part of the required reductions. The CTDEP Long Island Sound Study Work Group is currently re-evaluating the TMDL and expects that atmospheric nitrogen deposition has been reduced more than the 18% value.
- A paper entitled "Historical Changes in Atmospheric Deposition to Cape Cod", (Bowen, Valiela, 2001) analyzed atmospheric nitrogen deposition trends for the 20<sup>th</sup> century. The conclusions presented in the paper indicate that there was an upward trend through the 20<sup>th</sup> century; that the data was very variable; and that the upward trend through the 20<sup>th</sup> century seems to slow down or even reverse in the last decade.
- The NHDES "Great Bay Non-Point Source Study" (Trowbridge, et.al., 2014) summarizes the basis for the NHDES nitrogen loading model for the Great Bay Estuary. Appendix A of the report summarizes data regarding wet deposition rates, dry deposition rates, NO<sub>x</sub> emissions estimates and NO<sub>x</sub> emissions projections through 2020. Referencing EPA estimates, NHDES cites that NO<sub>x</sub> emissions are expected to decrease by 65% from 2001 to 2020.

- The EPA CASTNET (Clean Air Status and Trends Network) program is a long-term environmental monitoring program. Data collected from selected sites around the country are posted on their website ([www.epa.gov/castnet](http://www.epa.gov/castnet)). Data for wet deposition, dry deposition and total deposition for their site in Abington, CT (which is the closest site) indicate clear trends towards reduced atmospheric nitrogen deposition (see inset figure). Reductions in total deposition from the late 1990s to 2012 at this site are approximately 20%.



By documenting the reductions in atmospheric sources of nitrogen over the planning period, the scope and cost of implementing non-point source controls will be reduced. For planning purposes, we have assumed an expected 18% reduction in the nitrogen load from atmospheric deposition, which is applied to all land uses in the Town. To verify these observations, the Town could request that the a local agency (i.e., UNH, PREP) establish a local atmospheric

deposition monitoring station for the benefit of all Great Bay communities. Estimated total nitrogen reductions in atmospheric deposition come at no cost to the Town.

### *2.1.2 Agriculture Nutrient Management Program*

Nitrogen is one of the most important crop inputs; yet, it is also one of the most complex. It is susceptible to environmental losses, and its effectiveness is impacted by soil types and weather. Feasible and widely used agricultural best management practices (BMPs) include the use of slow release fertilizer and the use of cover crops.

UNH Cooperative Extension recommends that at least 15% of the fertilizer be of a reduced water solubility to be considered a slow release fertilizer. This reduced water solubility allows for the gradual release and uptake of nitrogen and phosphorous which in turn reduces excess nutrient wash off.

Cover crops are another valuable management practice available for protecting water quality, especially groundwater quality. Cover crops reduce soil erosion by protecting the soil surface from raindrop impact, increasing water infiltration, trapping and securing crop residues, improving soil aggregate stability and providing a network of roots which protect soil from flowing water (USDA, 2013).

The Chesapeake Bay Program (CBP) established nitrogen removal efficiency credits of up to 40% for farmers that adopt agricultural fertilizer best management practices primarily through enhanced and comprehensive nutrient management plans. The enhanced nutrient management plans involve a number of agronomic practices and land/crop treatment measures. Further, the 2010 Maryland TMDL Plan listed specific nitrogen removal credits for the following agriculture best practices:

- Nutrient Management Plan Compliance: 3 pounds per acre reduction
- Precision Agriculture: 2 pounds per acre reduction
- Cover Crops: 5.8 pounds per acre reduction
- Conservation Tillage: 4.6 pounds per acre reduction
- Streamside Buffer: 17.1 pounds per acre reduction

The proposed measures outlined in the CBP to reduce nitrogen loads in existing agricultural operations consist of:

- Enhancing Nutrient Management Plans (application timing, rate and agronomic utilization)
- Increased Use of Land Treatment Measures (cover crops, conservation tillage, vegetated stream buffers)
- Possible Use of Structural Nutrient Management (structural BMPs for treatment removal, additional storage, anaerobic digesters and/or offsite transport systems)

A potential program for Exeter could focus on the development and implementation of enhanced nutrient management plans including increased use of land treatment measures and possible

structural nutrient management measures for agricultural activities in collaboration with United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) and UNH Cooperative Extension. We can assume that implementation of a program such as this could achieve, at a minimum, a potential reduction of 15% from the agricultural load. This is consistent with assumptions made in the Oyster River Watershed Integrated Plan (VHB, 2014), developed for Durham, NH.

According to the Town only one (1) farm is regulated under NRCS within the Town boundaries and therefore a program like this may not be worth the staff and financial investment. If the Town decided in the future to implement such a program, it would require an estimated additional 0.1 full time staff (FTE) to assist in the program management and administration, oversight of any regulation changes, and consultation with farmers and NRCS staff (Table 1). The cost per farm to develop a management plan is estimated to be approximately \$5,000. The total cost for implementation of a nutrient reduction management plan for an average farm in the Northeast was estimated at \$9,307 per year, based on data provided in NRCS, 2003. This is equivalent to \$12,100 per year per farm in 2017 dollars (an assumed additional 30% was added to account for inflation to 2017 dollars).

**Table 1. Agriculture Nutrient Management Program Estimated Costs<sup>1</sup>**

<b>Program Measure</b>	<b>Estimated Annual Cost</b>	<b>Estimated One Time Capital Cost</b>
Development of Comprehensive Plans		\$5,000
Farm Program Implementation	\$12,000	
Annual Administration of Program (0.1 FTE)	\$9,000	
<b>Total</b>	<b>\$21,000</b>	<b>\$5,000</b>
<b>20-Year Life-cycle Cost<sup>2</sup></b>		<b>\$469,000</b>

1. Estimated cost are rounded to the nearest \$1,000

2. Life-cycle Cost calculated assuming 20-year loan term, 2.5% annual interest rate, and 1% annual O&M inflation

### 2.1.3 Residential Fertilizer Program

The Town of Exeter under their Zoning Ordinances (2016) with the oversight of the Healthy Lawns Clean Water committee prohibits the use of fertilizer within wetland buffers, shoreland protection and aquifer protection districts on any land use. The Ordinance prohibits the use of fertilizer, except lime or wood ash, based on the following criteria:

- Within the following wetland buffers:
  - 40' for very poorly drained soils (hydric A) soils;
  - 50' poorly drained soils (PD)
  - 100' Prime Wetlands; and

- 75' Vernal Pools.
- Within the shoreland buffers as described in Table 2.
- Aquifer Protection District in its entirety.

**Table 2. Shoreland Buffer Distances**

<b>Watershed</b>	<b>River Segment Type</b>	<b>Buffer Distance</b>
Exeter River	Major tributary	300 feet
	Perennial brooks and streams	150 feet
Fresh River	Major tributary	300 feet
	Perennial brooks and streams	150 feet
Squamscott River	Major tributary	300 feet
	Perennial brooks and streams	150 feet
	Upland extent of any tidal marsh	150 feet

The Town and the Healthy Lawns Clean Water committee are working to develop a proposed amendment that may allow for the use of organic products in the shoreland and aquifer protection districts with an annual maximum of 1-2 lbs of Nitrogen per 1,000 square feet of lawn. Since the current ordinance does not capture all residential lawns within the Town, we explored the potential additional pollutant load that could be removed if a Town wide residential lawn fertilizer program were implemented.

The Chesapeake Bay Program developed an Urban Nutrient Management Program targeted at reducing pollutant loads from residential lawns (Schueler and Lane, 2014). The program estimates that it could achieve a nitrogen removal efficiency ranging from 6% for low risk lawns to 20% for high risk lawns and a blended efficiency of 9%. High risk lawns have one or more of the following characteristics:

- Owners are currently over-fertilizing beyond state or Cooperative Extension recommendations
- Soils are phosphorus-saturated soils as determined by soil analysis
- Newly established turf
- Steep slopes (greater than 15%)
- 5% or more of the soil is exposed soil for managed turf, or more than 15% of the soil is exposed for unmanaged turf
- Water table within 3 feet of soil surface
- Over-irrigated lawns
- Soils are shallow, compacted or have low water holding capacity
- High use areas
- Sandy soils, or soils with infiltration rates greater than 2 inches per hour
- Within 300 feet of a stream, river, or Bay
- Located on karst terrain

- Active construction sites

The overall effectiveness of the program is dependent on the number and extent of core elements promoted and adopted by homeowners and lawn care professionals as a result of a comprehensive and multi-faceted Public Education and Outreach Program. The core elements of CBP's Urban Nutrient Management Program include the following:

- Maintain dense vegetative cover to reduce runoff, prevent erosion, and retain nutrients.
- Choose not to fertilize, or adopt a reduce rate/monitor approach or a small fertilizer dose approach.
- Retain clippings and mulched leaves on yard and keep them out of streets & storm drains.
- Do not apply fertilizers before spring green up or after grass becomes dormant.
- Maximize use of slow-release N fertilizer during the active growing season.
- Set mower height at 3 inches or taller.
- Immediately sweep off any fertilizer that falls on a paved surface.
- Restrict fertilizer usage within 25 feet of a water feature and require this zone as meadow, grass buffer, or a forested buffer.
- Employ lawn practices to increase soil porosity and infiltration capability, especially along portions of the lawn that convey or treat stormwater runoff.

For the Town, an assumed load reduction of 9% is being applied, which represents a blend of low and high risk lawns. Since a lawn fertilizer program is already underway in Exeter for wetland buffers and shoreland and aquifer protection districts, it is anticipated that participation would be high as the residents are generally well-engaged and aware of the environmental issues.

Implementation of a successful program would require additional staff time of approximately 0.5 FTE to assist in the program management and administration, oversight of any regulation changes, consultation with residents and landscapers, and assistance with the promotion and tracking of certification trainings, outreach and participation levels. Coordination with homeowner associations in key neighborhoods will also be important. Staffing needs for this program could potentially be met through a new staff position that could also provide 0.5 FTE for administering and managing other components of a Non-Point Source Program.

Full implementation of this program is anticipated to take several years and perhaps as much as five years to fully implement. Depending on the results after the fifth year, additional measures may need to be considered. The level of effort required to sustain the program beyond the five years will depend on the initial resident response and the level of involvement / interaction with other program partners.

The estimated program costs, including one-time capital costs, staff time and other annual costs, are outlined in Table 3.



**Table 3. Residential Fertilizer Program Estimated Costs<sup>1</sup>**

<b>Program Measure</b>	<b>Estimated Annual Cost</b>	<b>Estimated One Time Capital Cost</b>
Develop Outreach Plan and Materials		\$25,000
Staff (0.5 FTE)	\$45,000	
Personnel Training/Certification	\$5,000	
Assessment Survey		\$25,000
<b>Total</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>20-Year Life-cycle Cost<sup>2</sup></b>		<b>\$1,165,000</b>

1. Estimated cost are rounded to the nearest \$1,000

2. Life-cycle Cost calculated assuming 20-year loan term, 2.5% annual interest rate, and 1% annual O&M inflation

#### 2.1.4 Enhanced Street/ Pavement Cleaning Program

In accordance with the final 2017 NH Municipal Separate Storm Sewer System (MS4) permit, the Town is required to develop and implement an Enhanced Street/Pavement Cleaning Program. As part of this program, the Town is required to clean all curbed impervious cover (i.e., directly connected impervious cover) two times per year (spring and fall). The final permit provides expected nitrogen load reduction factors based on the type of sweeper technology. We assume that a high-efficiency regenerative air-vacuum sweeper will be used by the Town to complete sweeping twice per year, which would result in a 2% reduction in initial load from directly connected impervious surfaces.

The Town currently conducts street sweeping and pavement cleaning more than twice per year, therefore meeting the minimum requirements under the MS4 permit. The estimated program costs are outlined in Table 4. These costs include a one-time investment to develop the program, an estimated cost to replace an existing high-efficiency regenerative air-vacuum sweeper every five-years, and the annual cost to maintain the program. Maintenance of the program includes staff time to operate the sweeper and equipment operation and maintenance including fuel and sweeper brushes. The costs also include a subcontractor to implement weekly sweeping from September 1 through December 1 to meet the requirements under Section 2.1.6. These costs are based on local data provided by the Town.

**Table 4. Enhanced Street/ Pavement Cleaning Program Estimated Cost<sup>1</sup>**

<b>Program Measure</b>	<b>Estimated Annual Cost</b>	<b>Estimated One-Time Capital Cost</b>
Develop Program		\$5,000
Regenerative Sweeper (replaced every 5 years)		\$880,000 <sup>3</sup>
Sweeper Maintenance	\$13,000	
Sweeper Operation (1 FTE)	\$95,000	
Subcontractor	\$78,000	
<b>Total</b>	<b>\$186,000</b>	<b>\$885,000</b>
<b>20-Year Life-cycle Cost<sup>2</sup></b>		<b>\$3,330,000</b>

1. Estimated cost are rounded to the nearest \$1,000

2. Life-cycle Cost calculated assuming 20-year loan term, 2.5% annual interest rate, and 1% annual O&M inflation

3. Represents the cost to purchase four (4) regenerative sweeper

#### 2.1.5 Infrastructure Operations and Maintenance Program

In accordance with the final 2017 NH MS4 permit, the Town is required to develop and implement an Infrastructure Operations and Maintenance Program detailing the activities and procedures the Town will implement to maintain the MS4 infrastructure in a timely manner. The program shall include routine inspections, cleaning and maintenance of catch basins to maintain 50% free-storage capacity in the catch basin sump. Through implementation of this program, the Town would achieve a 6% (NH MS4 Permit, 2017) reduction in the initial nitrogen load from all directly connected impervious cover.

Currently the Town subcontracts catch basin cleaning services and cleans about 50 percent per year. The estimated program costs are outlined in Table 5. These costs include a one-time investment to develop the program and the annual cost to implement the program. These costs are based on data from the Town.

**Table 5. Infrastructure Operation and Maintenance Program Estimated Cost<sup>1</sup>**

<b>Program Measure</b>	<b>Estimated Annual Cost</b>	<b>Estimated One Time Capital Cost</b>
Develop Program		\$5,000
Implementation of the Program (Subcontractor)	\$25,000	
<b>Total</b>	<b>\$25,000</b>	<b>\$5,000</b>
<b>20-Year Life-cycle Cost<sup>2</sup></b>		<b>\$557,000</b>

1. Estimated cost are rounded to the nearest \$1,000

2. Life-cycle Cost calculated assuming 20-year loan term, 2.5% annual interest rate, and 1% annual O&M inflation

### *2.1.6 Enhanced Organic Waste and Leaf Litter Collection Program*

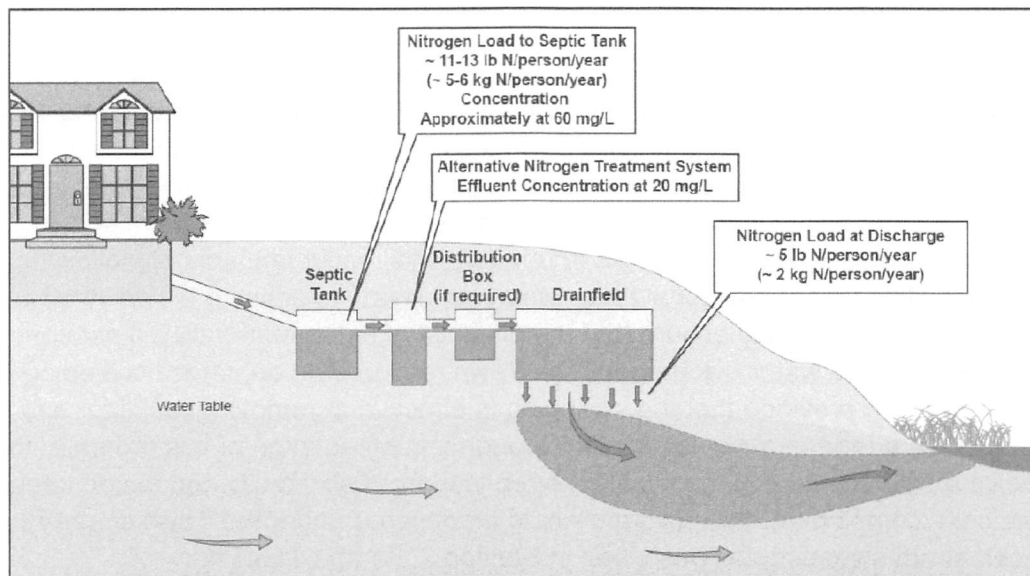
In accordance with the final 2017 NH MS4 permit, the Town can receive nitrogen reduction credits by performing regular gathering, removal and proper disposal of landscaping wastes, organic debris, and leaf litter from impervious surfaces. In order to receive this credit, the Town must gather and remove all landscaping wastes, organic debris, and leaf litter from impervious roadways and parking lots at least once per week during the period of September 1 to December 1 of each year. The gathering and removal shall occur immediately following any landscaping activities and at additional times when necessary to achieve a weekly cleaning frequency. The Town must also ensure that the disposal of these materials will not contribute pollutants to any surface water discharges. The Town may use an enhanced sweeping program at a weekly frequency provided that the sweeping is effective at removing leaf litter and organic materials (such as a regenerative sweeper). Through implementation of this program, the Town would receive a 5% reduction in the initial nitrogen load from all directly connected impervious cover. The cost to implement this program would be covered under the Town's current efforts for enhanced street sweeping, as described in Section 2.1.4 and Table 4.

## **2.2 Structural Load Reduction Strategies**

### *2.2.1 Advanced Onsite Septic Systems*

Traditional septic systems do not remove nitrogen from wastewater. Advanced systems are similar to traditional septic systems, but have an added component that reduces nitrogen concentrations from the effluent before it is discharged to the ground. They are installed at an individual home or cluster of homes, and usually cost more to operate and maintain than a traditional septic system. The increased O&M costs are due to power needs for the system (e.g., pumps, aerators), required water quality sampling, and other elements that are not needed for a traditional onsite system.

An advanced treatment system refers to a system that includes a septic tank, an aeration system, and a recirculation system in the septic tank. Some systems may also have an additional component for advanced denitrification. Alternative treatment components can be added to a conventional system, often between the septic tank and the drainfield, to provide advanced treatment of nitrogen (Figure 1).



**Figure 1. Advanced Onsite System with Nitrogen Treatment (Source: EPA, 2013)**

A typical human contributes approximately 10.6 pounds of nitrogen in wastewater to the drain field each year (Trowbridge, et. al., 2014). According to the 2010 US Census, an average household in New Hampshire is made up of approximately 2.4 persons, which would result in approximately 25.4 pounds of nitrogen per year entering an average septic system drain field. The nitrogen load delivered to a receiving waterbody from a septic system drain field (the 'delivered load') depends on the distance of the system to that receiving waterbody. According to Trowbridge, et. al. (2014), a septic system drain field within 200 meters of a receiving waterbody would deliver approximately 60% of the initial load, whereas a septic system drain field outside 200 meters would deliver approximately 26% of the initial load.

Implementation of an advanced onsite system removes approximately 7 pounds of nitrogen per person per year to the drain field (66% reduction in initial load) (EPA, 2013). Therefore, approximately 8.6 pounds of nitrogen per year would enter an advanced onsite treatment drain field. Table 6 presents the estimated initial and delivered load for both traditional and advanced onsite treatment systems in Exeter.

**Table 6. Initial and Delivered Load by Onsite System Type**

System Distance from Waterbody	No. of Systems	Traditional System		Advanced System	
		Initial Load (lbs N/yr)	Delivered Load (lbs N/yr)	Initial Load (lbs N/yr)	Delivered Load (lbs N/yr)
Within 200 meters	19	25.4	15.2	8.6	5.2
Greater than 200 meters	1,318	25.4	6.5	8.6	2.2

The average capital cost per household to install a traditional septic system is estimated to be between \$5,000 and \$6,000 (EPA, 2013); to be conservative, we have used a value of \$10,000 in this analysis. The average advanced onsite treatment system, which includes a septic tank, an aeration system, and an anoxic environment separate from the septic tank, is approximately \$10,000 to \$15,000. In our analysis, we used the difference between a traditional system and an advanced system, or an estimate of \$15,000 per system for installation, with an annual operation and maintenance cost of \$1,000 per system. These costs assume a new system is being installed and represents an average system with ideal subsurface conditions to treat onsite wastewater. The 20-year life-cycle cost for an advanced septic system is approximately \$41,000.

### *2.2.2 Sewer Extensions*

The Exeter Wastewater Facilities Plan (Wright-Pierce, 2015) explored locations in Town that are currently serviced by septic systems that could be served by the wastewater treatment plant through sewer extensions. Sewer extensions would result in the wastewater load being diverted from a non-point source (groundwater) to a point source (wastewater treatment plant) discharge. The conversion of an on-site septic system to a sewer connection for an average residence in Exeter would result in an estimated average 34% reduction in delivered load to the receiving water (6.7 lbs N/yr delivered from a traditional septic system compared to 4.25 lbs N/yr delivered from the wastewater treatment facility). The cost to connect a single home to sewer was assumed to be \$40,000 per household (Wright-Pierce, 2015). The annual operation and maintenance is assumed to be equivalent to an estimated annual sewer bill which is estimated to be 90 units per household (or 67,230 gallons) at a rate of \$7.39 per 1,000 gallons plus a quarterly fee of \$40. This results in an average annual sewer bill of approximately \$660. The 20-year life-cycle cost per household for a sewer extension is approximately \$65,000.

### *2.2.3 Stormwater Best Management Practices*

In accordance with the final 2017 NH MS4 permit, the Town must implement and enforce regulations which require the use of structural stormwater BMPs optimized for the reduction of nitrogen in both new development and redevelopment. To reduce the baseline nitrogen load from stormwater runoff, the Town will need to make efforts to retrofit existing impervious areas (including both publicly and privately owned) with structural stormwater BMPs. The final 2017 NH MS4 permit lists a range of structural stormwater BMPs that provide varying degrees of nitrogen load reduction based on the practice type, the underlying soil type (i.e., rate of soil infiltration) and the capture depth of the BMP (i.e., the size of the practice compared to the drainage capture area). These practices and the range of cumulative nitrogen load reduction are presented in Table 7 below. Infiltration practices (i.e., trenches, basins, rain gardens and bioretention) are suitable for soils capable of infiltrating a minimum of 0.17 inches per hour which is characteristic of soils with a hydrologic soil group (HSG) of A or B. Therefore, in areas of Town with underlying soils in HSG A and B, infiltration BMPs will be most suitable when optimizing for nitrogen. For areas of Town with underlying soils in HSG C and D, gravel wetlands or enhanced biofiltration systems with internal storage reservoirs will be most suitable when optimizing for nitrogen removal.

**Table 7. Range of Cumulative Nitrogen Load Reduction for Structural Stormwater BMPs (Source: 2017 NH MS4 Permit)**

<b>Stormwater Structural BMP Practice</b>	<b>Range of Cumulative Nitrogen Load Reduction*</b>
Infiltration Trench	56% - 100%
Surface Infiltration Practices (i.e., basins, rain gardens and bioretention)	52% - 100%
Bio-filtration Practice	9% - 40%
Gravel Wetland System	22% - 79%
Enhanced Bio-filtration with Internal Storage Reservoir (ISR)	22% - 79%
Sand Filter	9% - 40%
Porous Pavement;	76% - 79%
Wet Pond or wet detention basin;	9% - 40%
Dry Pond or detention basin; and	1% - 23%
Dry Water Quality Grass Swale with Detention.	1% - 23%

*\*Range based on underlying soil infiltration rate and/or BMP capacity*

Using a literature review together with best professional engineering judgment estimates for the cost to implement structural stormwater BMPs in Exeter are provided in Table 8. These costs include both construction and pre-construction costs (i.e., design and permitting) (which typically range from 10 to 40 percent of the BMP construction cost) by impervious acre treated. Since structural BMPs will be selected based on their nitrogen load reduction capability (Table 7), the average cost per impervious acre treated for infiltration practices and wetland/enhanced biofiltration were averaged. The capital costs are presented in Table 8. Operation and maintenance cost was assumed to be approximately 3 percent of the capital cost per BMP.

Since a portion of the developed load that could be treated by structural stormwater practices may come from pervious area, a cost per pervious acre treated needs to be estimated. Pervious areas when compared to impervious areas, produce a reduced volume of runoff and pollutant load, therefore, the cost per pervious acre treated is expected to be less than and impervious acre. To determine the cost reduction of a pervious acre compared to an impervious acre, the ratio of pervious load (68%) from the Town to the impervious load (32%) was compared. Based on this ratio, the cost per impervious acre was discounted by 70% to derive a pervious cost per acre, which is approximately \$17,000 for infiltration practices and \$16,000 for enhanced biofiltration practices.

The structural stormwater BMPs, nitrogen load reduction capability and cost will be used in a range of alternatives to determine the level of reduction the Town could achieve through implementation of these controls.

**Table 8. Planning Level Unit Cost for Structural Stormwater Best Management Practices<sup>1</sup> (UMCES, 2011)**

ROW ID	Structural Stormwater BMP	Initial Capital Costs Per Impervious Acre Treated		
		Pre-Construction Capital Costs <sup>2</sup>	Construction Capital Costs <sup>3</sup>	Total Initial Capital Costs
A	Wet Ponds	\$ 21,333	\$ 42,665	\$ 63,998
B	Dry Extended Detention Ponds	\$ 22,500	\$ 45,000	\$ 67,500
C	Infiltration Practices w/o Sand, Veg.	\$ 16,700	\$ 41,750	\$ 58,450
D	Infiltration Practices w/ Sand, Veg.	\$ 17,500	\$ 43,750	\$ 61,250
E	Filtering Practices (above ground)	\$ 14,000	\$ 35,000	\$ 49,000
F	Filtering Practices (below ground)	\$ 16,000	\$ 40,000	\$ 56,000
G	Bioretention	\$ 9,375	\$ 37,500	\$ 46,875
H	Vegetated Open Channels	\$ 4,000	\$ 20,000	\$ 24,000
I	Bioswale	\$ 12,000	\$ 30,000	\$ 42,000
	<b>Average Cost – Infiltration Practices (Rows C, D, and G)</b>	<b>\$14,525</b>	<b>\$41,000</b>	<b>\$56,000</b>
	<b>Average Cost –Enhanced Bio (Rows E and F)</b>	<b>\$15,000</b>	<b>\$37,500</b>	<b>\$53,000</b>

**Notes:**

1. All costs are expressed per acre of impervious area treated, not per acre of BMP. Initial costs are assumed to take place in year T=0; annual costs are incurred from year T= 1 through year T= 20.
2. Includes cost of site discovery, surveying, design, planning, permitting, etc. which, for various BMPs tend to range from 10% to 40% of BMP construction costs.
3. Includes capital, labor, material and overhead costs, but not land costs, and associated implementation.

### 3.0 NUTRIENT REDUCTION ALTERNATIVES

With guidance from the Town, HW evaluated a range of alternatives with varying nutrient reduction goals. For each strategy, we also evaluated the level of implementation and developed a planning-level cost to implement the strategy. For each strategy the following load reduction metrics were evaluated:

- **Available acreage** – estimated as the total available land area in the Town for the management strategy to be implemented
- **2010 Baseline initial load** – the estimated 2010 baseline initial (unattenuated) load from the available acreage and associated land use category as calculated in the Baseline Nitrogen Modeling Methodology and Results Memorandum (HW, 2017)
- **Estimated nitrogen reduction from strategy** – the estimated nitrogen reduction as a percentage of existing load for each of the strategies as described in Section 2 above
- **2010 Baseline initial load removed** – calculated as the 2010 baseline initial load multiplied by the estimated nitrogen reduction from each strategy

- 2010 Baseline initial load remaining – calculated as the 2010 baseline initial load minus the baseline initial load removed
- 2010 Baseline delivered load – calculated as the 2010 baseline initial load multiplied by the delivery factor which is based on the target transport pathway (i.e., stormwater, groundwater) as described in the Baseline Nitrogen Modeling Methodology and Results Memorandum (HW, 2017)
- Delivered load remaining – calculated as the 2010 baseline initial load remaining multiplied by the delivery factor which is based on the target transport pathway (i.e., stormwater, groundwater) as described in the Baseline Nitrogen Modeling Methodology and Results Memorandum (HW, 2017)
- Delivered load removed – calculated as the 2010 baseline delivered load minus the delivered load remaining

Costs were broken down into the following categories:

- One-time capital cost – represents the cost that would occur one time over the course of implementing the strategy
- Annual operation and maintenance cost – the annual operation and maintenance cost to implement the strategy
- Total 20-year life-cycle cost – the cost if financed over a 20-year loan term with 2.5% annual interest rate, and 1% annual O&M inflation
- Equivalent annual cost – calculated as the total 20-year life-cycle cost divided by 20-years
- Estimated annual cost per pounds of nitrogen removed – calculated as the equivalent annual cost divided by the delivered load removed minus the atmospheric deposition load

Each of the metrics and the cost items described above are presented in Tables 13, 14, 16 and 18. The alternatives and results are described in the following three sections.

### **3.1 Alternative 1: Nitrogen Load Reduction Target of 10,400 Lbs N/ Year**

Alternative 1 is the implementation of a combination of nitrogen non-point source mitigation strategies to achieve a nitrogen reduction of 10,400 pounds of nitrogen per year, which the equivalent amount of nitrogen that would be removed by upgrading the Exeter wastewater treatment facility (WWTF) from 5-mg/L to achieve a 3-mg/L effluent concentration. The level of implementation strategy and planning-level cost to implement these strategies to meet the 10,400 pounds is presented in Table 13 below. The most cost-effective strategies, based on dollars per pound of nitrogen removed, were selected first.

For Alternative 1, we assumed that the Town would implement all non-structural programmatic strategies as described in Section 2, above. Implementation of the non-structural strategies achieves a reduction of 3,505 pounds of nitrogen per year, which alone will not achieve the 10,400 pound load reduction; therefore, structural reduction strategies (i.e., advanced septic systems, sewer extensions and stormwater structural BMPs) also need to be implemented.



The level of implementation of structural strategies was determined simply based on what is necessary to meet the load reduction target of 10,400 pounds. We assumed that the Town would implement a combination of advanced septic systems and structural stormwater BMPs to achieve this load reduction target. Sewer extensions were not considered, as the Town has not identified locations where extending sewer is necessary or feasible. Based on these assumptions, approximately 40% of the total septic systems in town (535 systems) would be replaced with advanced onsite treatment system.

Table 9 provides supporting calculations of the expected load reduction from septic systems. The delivered load values were calculated using the average pounds per year per system as described in Sections 2.7. Through implementation of advanced septic systems in Town, an additional 2,430 pounds of nitrogen would be removed.

**Table 9. Estimated Initial and Delivered Load Removed through Septic System Retrofit**

Type of Treatment System	2010 Baseline Condition			Alternative 1		
	No. of Systems	Estimated Initial Load (lbs N/yr)	Estimated Delivered Load (lbs N/yr)	No. of Systems	Estimated Initial Load (lbs N/yr)	Estimated Delivered Load (lbs N/yr)
Traditional (in 200m)	19	483	290	0	0	0
Traditional (out 200m)	1,318	33,477	8,604	802	20,376	5,237
Advanced (in 200m)	0	0	0	19	163	98
Advanced (out 200m)	0	0	0	516	4,436	1,140
<b>TOTAL</b>	<b>1,337</b>	<b>33,960</b>	<b>8,894</b>	<b>1,337</b>	<b>24,975</b>	<b>6,475</b>
<b>REMOVED</b>					<b>8,985</b>	<b>2,419</b>

The implementation of non-structural and septic system retrofit strategies (Table 9) results in a total load reduction of 5,924 pounds of delivered nitrogen load per year, which leaves another 4,476 pounds of delivered nitrogen to be removed in order to meet the 10,400 pound target. To provide this additional load reduction, structural stormwater BMPs optimized for nitrogen removal were evaluated.

Since the 2017 NH MS4 Permit presents a range of cumulative nitrogen load reductions (Table 7) based on the underlying soil type and capture depth of the BMP, assumptions need to be made on capture depth of the BMPs assumed to install for this analysis. It was assumed that BMPs sized to capture 0.5 inches of runoff would be used for both infiltration and enhanced biofiltration practices, with an understanding that BMPs with a smaller or larger capture depth may be used once projects are identified. The average cumulative nitrogen load reduction for both infiltration and enhanced biofiltration are presented in Table 10.

**Table 10. Average Nitrogen Load Reduction for Infiltration and Enhanced Biofiltration BMPs**

<b>Structural Stormwater BMP Practice</b>	<b>Assumed BMP Capture Depth (in)</b>	<b>Assumed Infiltration Rate, B Soils (in/hr)</b>	<b>Cumulative Nitrogen Load Reduction</b>	<b>Assumed Infiltration Rate, A Soils (in/hr)</b>	<b>Cumulative Nitrogen Load Reduction</b>
Infiltration Trench	0.5	0.27	91.0%	0.52	92.5%
Surface Infiltration Practices (i.e., basins, rain gardens and bio-retention)		0.27	90.0%	0.52	91.5%
<b>Average Infiltration Practices</b>			<b>91%</b>		<b>92%</b>
Gravel Wetland System	0.5	NA	53%	NA	53%
Enhanced Bio-filtration with Internal Storage Reservoir (ISR)					
<b>Average Enhanced Biofiltration Practices</b>			<b>53%</b>		<b>53%</b>

The available developed land for treatment in the Town is presented by cover type (pervious vs. directly connected impervious area (DCIA)) and HSG in Table 11. For each of the developed land types the initial baseline pollutant load is estimated along with an average pollutant load export rate (PLER). The average pollutant load export rate was estimated using an average area weight value equivalent to the initial pollutant load divided by the land area. Table 11 also presents the BMP removal efficiency and BMP cost associated with the land type if it were optimized for nitrogen reduction based on the 2017 NH MS4 permit. These values will be used to calculate the expected load reduction from structural stormwater BMPs for all alternatives evaluated. Operation and maintenance cost associated with the structural stormwater BMPs is assumed to be 3 percent of the capital costs.

**Table 11. Available Developed Land Area by Cover Type for Treatment**

Developed Land Type	Developed Land Area (acres)	Initial Pollutant Load (lbs N / Year)	Average PLER (lbs N/ ac/ yr) <sup>1</sup>	BMP Type Optimized for N Removal	BMP N Removal Efficiency <sup>2</sup>	BMP Capital Cost (\$/ac)
Pervious HSG A	362	108	0.30	Infiltration	92%	\$ 17,000
DCIA HSG A	20	234	11.70	Infiltration	92%	\$ 56,000
Pervious HSG B	1,309	1,568	1.20	Infiltration	91%	\$ 17,000
DCIA HSG B	85	1,083	12.74	Infiltration	91%	\$ 56,000
Pervious HSG C	38	92	2.42	Enhanced Bio	53%	\$ 16,000
DCIA HSG C	2	25	12.50	Enhanced Bio	53%	\$ 53,000
Pervious HSG D	2,198	7,919	3.60	Enhanced Bio	53%	\$ 16,000
DCIA HSG D	241	3,133	13.00	Enhanced Bio	53%	\$ 53,000
<b>TOTAL</b>	<b>4,255</b>	<b>14,162</b>				

**NOTES:**

1. Calculated as initial pollutant load divided by the land area.
2. BMP Removal Efficiency optimized for nitrogen, per MS4 permit

To achieve the additional reduction of 4,476 pounds of delivered nitrogen load, approximately 1,560 acres of developed land would need to be retrofit within the Town with structural stormwater BMPs (Table 12). This represents approximately 37% of the total developed land area within the Town. Of the 1,560 acres, 100% or 348 acres of the directly connected impervious area (DCIA) would need to be treated, which would be a difficult task for the Town. To treat 37% of the Town's developable land, the 20-year life-cycle cost to the City would be approximately \$73.35 Million. The life-cycle cost includes a 20-year loan term with an interest rate of 2.5 percent and a 1 percent inflation rate on the operation and maintenance cost for each strategy.

**Table 12. Alternative 1: Structural Stormwater BMP Estimated Acres Treated and Cost**

Developed Land Cover	Treated Town Area (acres)	2010 Baseline Initial Load (lbs N/ Year) <sup>1</sup>	BMP Load Removal (%)	BMP Initial Load Removed (lbs N/ Year) <sup>2</sup>	2010 Baseline Initial Load Remaining (lbs N/ Year) <sup>3</sup>	2010 Delivered Load Removed (lbs N/ Year) <sup>4</sup>	2010 Delivered Load Remaining (lbs N/ Year) <sup>5</sup>	% Total Town Developed Area <sup>6</sup>	One Time Capital Cost <sup>7</sup>	Annual O&M Cost <sup>8</sup>	20-Year Life-Cycle Cost <sup>9</sup>
<b>DCIA LAND</b>											
HSG A	20	234	92%	215	19	187	16	100%	\$ 1,120,000	\$ 33,600	
HSG B	85	1,083	91%	980	103	853	90	100%	\$ 4,760,000	\$ 142,800	
HSG C	2	25	53%	13	12	11	10	100%	\$ 106,000	\$ 3,180	
HSG D	241	3,133	53%	1645	1488	1431	1295	100%	\$ 12,773,000	\$ 383,190	
<b>Total DCIA</b>	<b>348</b>	<b>4,475</b>		<b>2,853</b>	<b>1,622</b>	<b>2,482</b>	<b>1,411</b>	<b>100%</b>	<b>\$ 18,759,000</b>	<b>\$ 562,770</b>	
<b>PERVIOUS LAND</b>											
HSG A	0	0	92%	0	0	0	0	0%	\$ -	\$ -	
HSG B	0	0	91%	0	0	0	0	0%	\$ -	\$ -	
HSG C	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
HSG D	1,212	4,365	53%	2,292	2,073	1,994	1,804	55%	\$ 19,384,000	\$ 581,520	
<b>Total Pervious</b>	<b>1,212</b>	<b>4,365</b>		<b>2,292</b>	<b>2,073</b>	<b>1,994</b>	<b>1,804</b>	<b>31%</b>	<b>\$ 19,384,000</b>	<b>\$ 581,520</b>	
<b>TOTAL</b>	<b>1,560</b>	<b>8,840</b>		<b>5,145</b>	<b>3,695</b>	<b>4,476</b>	<b>3,215</b>	<b>37%</b>	<b>\$ 38,143,000</b>	<b>\$ 1,144,290</b>	<b>\$ 73,352,000</b>

**NOTES:**

1. Baseline Initial Load = Town Developed Area for Treatment (acres) x Average PLER (Table 11)
2. BMP Initial Load Removed = Baseline Initial Load x BMP N Load Removal
3. Baseline Initial Load Remaining = Baseline Initial Load – BMP Initial Load Removed
4. Delivered Load Removed = BMP Initial Load Removed x 0.87 (Stormwater Delivery Factor)
5. Delivered Load Remaining = Baseline Initial Load Remaining x 0.87
6. % Total Town Developed Area = Town Developed Area for Treatment + Developed Land Area (Table 11)
7. One Time Capital Cost = Town Developed Area for Treatment x BMP Capital Cost
8. BMP O&M Cost = 3% of Capital Cost
9. 20-year Life-cycle Cost = 20-year loan term, 2.5% annual interest rate, and 1% annual O&M inflation

Implementation of all of the strategies for Alternative 1 will result in an estimated annual nitrogen load reduction of 10,400 pounds. To achieve this load reduction, the 20-year life-cycle cost would be approximately \$102 Million (Table 13), with an equivalent annual cost of \$5.1 Million or \$680 per pound of nitrogen removed<sup>1</sup> to implement Alternative 1. The most cost effective strategy for reducing nitrogen is taking credit for changes in rates of nitrogen deposition on the land surface. The next most cost effective strategy for the Town is implementation of a residential lawn fertilizer program (\$140/lb N removed), followed by infrastructure maintenance (\$300/lb N removed), followed by advanced septic systems (\$450/lb N removed). Structural stormwater BMPs are approximately \$800 per pound of nitrogen removed and street sweeping and catch basin cleaning the most costly at \$2,500 per pound removed. On average the cost to implement non-structural strategies to reduce nitrogen are \$550 per pound of nitrogen removed; whereas, structural strategies are approximately \$690 per pound of nitrogen removed on average.

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<sup>1</sup> Cost per pound of nitrogen removed excludes the load associated with atmospheric deposition because this removal is not associated with a cost to the Town.

Table 13. Alternative 1: Nitrogen Load Reduction Target of 10,400 Lbs N/ Year

NPS Non-Structural Reduction Strategies	Primary Target Pathway	A	B	C	D	E	F	G	H	I	J	K	L	M
		Available Acreage	Baseline Initial Load (LBS N/ YR) <sup>1</sup>	Estimated N Reduction from Strategy <sup>2</sup>	Baseline Initial Load Removed (LBS N/ YR)	Baseline Initial Load Remaining (LBS N/ YR)	Baseline Delivered Load (LBS N/ YR) <sup>3</sup>	Delivered Load Remaining (LBS N/ YR) <sup>4</sup>	Delivered Load Removed (LBS N/ YR)	One-Time Capital Cost	Annual O&M Cost	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	Estimated Annual \$/LBS N Removed
<b>Calculation</b>					(B x C)	(B - D)	(B x 0.87)	(E x 0.87)	(F - G)				(K ÷ 20 YRS)	(L ÷ H)
Atmospheric Deposition	Stormwater	12,812	18,423	18%	3,316	15,107	16,028	13,143	2,885	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Fertilizer Program	Stormwater	2,363	5,559	9%	500	5,059	4,836	4,401	435	\$ 50,000	\$ 50,000	\$ 1,165,000	\$ 59,000	\$ 140
Infrastructure Maintenance Program	Stormwater	350	1,634	6%	98	1,536	1,422	1,336	85	\$ 5,000	\$ 25,000	\$ 557,000	\$ 28,000	\$ 300
Organic Waste and Leaf Litter Collection Program	Stormwater	350	1,634	5%	82	1,552	1,422	1,351	71	\$ 885,000	\$ 186,000	\$ 5,047,000	\$ 253,000	\$ 2,500
Enhanced Street/ Pavement Cleaning Program	Stormwater	350	1,634	2%	33	1,601	1,422	1,393	28					
<b>Non-Structural TOTAL</b>					<b>4,029</b>				<b>3,505</b>	<b>\$ 940,000</b>	<b>\$ 261,000</b>	<b>\$ 6,769,000</b>	<b>\$ 340,000</b>	<b>\$ 550</b>
NPS Structural Reduction Strategies	Primary Target Pathway	A	B	C	D	E	F	G	H	I	J	K	L	M
		Available Acreage	Baseline Initial Load (LBS N/ YR) <sup>1</sup>	Estimated N Reduction from Strategy <sup>2</sup>	Baseline Initial Load Removed (LBS N/ YR)	Baseline Initial Load Remaining (LBS N/ YR)	Baseline Delivered Load (LBS N/ YR) <sup>3</sup>	Delivered Load Remaining (LBS N/ YR) <sup>4</sup>	Delivered Load Removed (LBS N/ YR)	One-Time Capital Cost	Annual O&M Cost	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	Estimated Annual \$/LBS N Removed
<b>Calculation</b>					(B - D)				(F - G)				(K ÷ 20 YRS)	(L ÷ H)
Stormwater Structural BMPs	Stormwater	4,255	14,165	36%	5,145	9,020	12,324	7,848	4,476	\$ 38,143,000	\$ 1,145,000	\$ 73,352,000	\$ 3,668,000	\$ 800
Advanced septic systems	Groundwater	N/A	33,960	27%	8,985	24,975	8,894	6,475	2,419	\$ 8,025,000	\$ 535,000	\$ 21,912,000	\$ 1,096,000	\$ 450
<b>Structural TOTAL</b>					<b>14,130</b>				<b>6,895</b>	<b>\$ 46,168,000</b>	<b>\$ 1,680,000</b>	<b>\$ 95,264,000</b>	<b>\$ 4,764,000</b>	<b>\$ 690</b>
<b>TOTAL (Non-Structural + Structural)</b>					<b>18,159</b>				<b>10,400</b>	<b>\$ 47,108,000</b>	<b>\$ 1,941,000</b>	<b>\$ 102,033,000</b>	<b>\$ 5,104,000</b>	<b>\$ 680</b>

### **3.2 Alternative 2: Nitrogen Load Reduction Expected to Meet MS4 Requirements**

Alternative 2 represents the level of nitrogen non-point source strategy implementation required to meet the minimum control measures in the 2017 Final NH MS4 permit (effective July 1, 2018). The requirements have been extrapolated out for 20-years, for comparison purposes to the other alternatives, with the assumption that the requirements would not become more stringent over time. Based on the current permit requirements, the Town would be responsible for developing and implementing an organic waste and leaf litter collection program, infrastructure maintenance program and an enhanced street/pavement cleaning program. Beginning with the fifth annual report and in each subsequent annual report, the Town would report on Town owned properties and infrastructure that have been retrofitted with BMPs to mitigate impervious area. Since the permit does not specify the number of BMPs required per year or the amount of impervious cover treated, we assume that 1 acre of impervious cover would be treated per permit year to meet this requirement. This alternative also assumes that there would be reductions in atmospheric deposition over the 20-year implementation period.

This alternative could serve as the anticipated minimum estimated cost to the Town for implementation of strategies to provide nitrogen reduction. The level of implementation by NPS strategy, estimated nitrogen load reduction and a planning-level cost to implement this alternative are presented in Table 14 below.

To calculate the cost from retrofitting 1 acre of impervious area with structural stormwater BMPs for permit years 5 through 20, the same methodology used in Alternative 1 was applied to Alternative 2. Table 15 presents the anticipated load reduction and cost to retrofit 16 acres of directly connected impervious cover. Implementation of structural stormwater BMPs at this level would cost the Town approximately \$1.72 Million (20-year life-cycle cost) with an expected delivered load reduction of approximately 161 pounds of nitrogen per year.

For Alternative 2, the strategies required under the 2017 Final NH MS4 permit that achieve nitrogen removal would provide a reduction of 3,230 pounds of delivered nitrogen per year, which is 8 percent reduction in the delivered total non-point source load (40,485 pounds per year) or a 20 percent reduction in the delivered stormwater load (16,028 pounds per year). The 20-year life-cycle cost including would be approximately \$7.3 Million, with an average annual cost of \$386,000, and an average of \$1,070 per pound of nitrogen removed to implement Alternative 2<sup>1</sup>.

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<sup>1</sup> Cost per pound of nitrogen removed excludes the load associated with atmospheric deposition because this removal is not associated with a cost to the Town.

Table 14. Alternative 2: Nitrogen Load Reduction Expected to Meet MS4 Requirements

		A	B	C	D	E	F	G	H	I	J	K	L	M
NPS Non-Structural Reduction Strategies	Primary Target Pathway	Available Acreage	Baseline Initial Load (LBS N/ YR) <sup>1</sup>	Estimated N Reduction from Strategy <sup>2</sup>	Baseline Initial Load	Baseline Initial Load	Baseline	Delivered	Delivered	One-Time Capital Cost	Annual O&M Cost	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	Estimated Annual \$/LBS N Removed
					Removed (LBS N/ YR)	Remaining (LBS N/ YR)	Delivered Load (LBS N/ YR) <sup>3</sup>	Load Remaining (LBS N/ YR) <sup>4</sup>	Load Removed (LBS N/ YR)					
Calculation						(B x C)	(B - D)	(B x 0.87)	(E x 0.87)	(F - G)			(K ÷ 20 YRS)	(L ÷ H)
Atmospheric Deposition	Stormwater	12,812	18,423	18%	3,316	15,107	16,028	13,143	2,885	\$ -	\$ -	\$ -	\$ -	\$ -
Infrastructure Maintenance Program	Stormwater	350	1,634	6%	98	1,536	1,422	1,336	85	\$ 5,000	\$ 25,000	\$ 557,000	\$ 28,000	\$ 300
Organic Waste and Leaf Litter Collection Program	Stormwater	350	1,634	5%	82	1,552	1,422	1,351	71	\$ 885,000	\$ 186,000	\$ 5,047,000	\$ 253,000	\$ 2,500
Enhanced Street/ Pavement Cleaning Program	Stormwater	350	1,634	2%	33	1,601	1,422	1,393	28					
<b>Non-Structural TOTAL</b>					<b>3,529</b>				<b>3,070</b>	<b>\$ 890,000</b>	<b>\$ 211,000</b>	<b>\$ 5,604,000</b>	<b>\$ 281,000</b>	<b>\$ 1,521</b>
		A	B	C	D	E	F	G	H	I	J	K	L	M
NPS Structural Reduction Strategies	Primary Target Pathway	Available Acreage	Baseline Initial Load (LBS N/ YR) <sup>1</sup>	Estimated N Reduction from Strategy <sup>2</sup>	Baseline Initial Load	Baseline Initial Load	Baseline	Delivered	Delivered	One-Time Capital Cost	Annual O&M Cost	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	Estimated Annual \$/LBS N Removed
					Removed (LBS N/ YR)	Remaining (LBS N/ YR)	Delivered Load (LBS N/ YR) <sup>3</sup>	Load Remaining (LBS N/ YR) <sup>4</sup>	Load Removed (LBS N/ YR)					
Calculation						(B - D)			(F - G)			(K ÷ 20 YRS)	(L ÷ H)	
Stormwater Structural BMPs	Stormwater	4,255	14,165	1.3%	184	13,981	12,324	12,163	161	\$ 896,000	\$ 26,880	\$ 1,724,000	\$ 87,000	\$ 600
<b>Structural TOTAL</b>					<b>184</b>				<b>161</b>	<b>\$ 896,000</b>	<b>\$ 26,880</b>	<b>\$ 1,724,000</b>	<b>\$ 87,000</b>	<b>\$ 500</b>
<b>TOTAL (Non-Structural + Structural)</b>					<b>3,713</b>				<b>3,230</b>	<b>\$ 1,786,000</b>	<b>\$ 237,880</b>	<b>\$ 7,328,000</b>	<b>\$ 368,000</b>	<b>\$ 1,070</b>



**Table 15. Alternative 2: Structural Stormwater BMP Estimated Acres Treated and Cost**

Developed Land Cover	Treated Town Area (acres)	Baseline Initial Load (lbs N/Year) <sup>1</sup>	BMP Load Removal (%)	BMP Initial Load Removed (lbs N/Year) <sup>2</sup>	Baseline Initial Load Remaining (lbs N/Year) <sup>3</sup>	Delivered Load Removed (lbs N/Year) <sup>4</sup>	Delivered Load Remaining (lbs N/Year) <sup>5</sup>	% Total Town Developed Area <sup>6</sup>	One Time Capital Cost <sup>7</sup>	Annual O&M Cost <sup>8</sup>	20-Year Life-Cycle Cost <sup>9</sup>
<b>DCIA LAND</b>											
HSG A	0	0	92%	0	0	0	0	0%	\$ -	\$ -	
HSG B	16	204	91%	184	19	161	17	19%	\$ 896,000	\$ 26,880	
HSG C	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
HSG D	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
<b>Total DCIA</b>	<b>16</b>	<b>204</b>		<b>184</b>	<b>19</b>	<b>161</b>	<b>17</b>		<b>\$ 896,000</b>	<b>\$ 26,880</b>	
<b>PERVIOUS LAND</b>											
HSG A	0	0	92%	0	0	0	0	0%	\$ -	\$ -	
HSG B	0	0	91%	0	0	0	0	0%	\$ -	\$ -	
HSG C	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
HSG D	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
<b>Total Pervious</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL</b>	<b>16</b>	<b>204</b>		<b>184</b>	<b>19</b>	<b>161</b>	<b>17</b>	<b>0.4%</b>	<b>\$ 896,000</b>	<b>\$ 26,880</b>	<b>\$ 1,724,000</b>

**NOTES:**

1. *Baseline Initial Load = Town Developed Area for Treatment (acres) x Average PLER (Table 11)*
2. *BMP Initial Load Removed = Baseline Initial Load x BMP N Load Removal*
3. *Baseline Initial Load Remaining = Baseline Initial Load – BMP Initial Load Removed*
4. *Delivered Load Removed = BMP Initial Load Removed x 0.87 (Stormwater Delivery Factor)*
5. *Delivered Load Remaining = Baseline Initial Load Remaining x 0.87*
6. *% Total Town Developed Area = Town Developed Area for Treatment ÷ Developed Land Area (Table 11)*
7. *One Time Capital Cost = Town Developed Area for Treatment x BMP Capital Cost*
8. *BMP O&M Cost = 3% of Capital Cost*
9. *20-year Life-cycle Cost = 20-year loan term, 2.5% annual interest rate, and 1% annual O&M inflation*

### **3.3 Alternative 3: Nitrogen Load Reduction Expected to Meet MS4 Requirements plus an Additional Annual Investment of \$100,000**

Alternative 3 represents the level of nitrogen non-point source strategy implementation required to meet the minimum control measures in the MS4 permit (Alternative 2) plus an additional annual investment of \$100,000, or a total annual investment of \$382,000 for Alternative 3. The level of implementation by strategy, estimated nitrogen load reduction and a planning-level cost to implement this alternative is presented in Table 16 below.

For Alternative 3, we assumed that the Town would implement all non-structural programmatic strategies as described in Alternative 2 with the addition of the residential lawn fertilizer program. To fully implement and maintain these programs for 20-years would require an annual investment of \$340,000 (\$59,000 more than Alternative 2) and a load reduction of 3,505 pounds of nitrogen per year. Using the remaining \$41,000 per year, structural stormwater BMPs would be implemented on 23.5 acres and account of an additional 236 pounds of nitrogen per year (Table 17).

Implementation of Alternative 3, including both non-structural and structural strategies described above, will result in an estimated annual delivered nitrogen load reduction of 3,741 pounds, 23 percent of the stormwater load (16,028 pounds per year) or 9 percent of the total delivered non-point source load (40,485 pounds per year). The 20-year life-cycle cost would be approximately \$9.3 Million, an average annual cost of \$467,000 or \$550 per pound of nitrogen removed<sup>1</sup> to implement Alternative 3.

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<sup>1</sup> Cost per pound of nitrogen removed excludes the load associated with atmospheric deposition because this removal is not associated with a cost to the Town.

Table 16. Alternative 3: Nitrogen Load Reduction Expected to Meet MS4 Requirements plus an Additional Annual Investment of \$100,000

		A	B	C	D	E	F	G	H	I	J	K	L	M
NPS Non-Structural Reduction Strategies		Available Acreage	Baseline Initial Load (LBS N/ YR) <sup>1</sup>	Estimated N Reduction from Strategy <sup>2</sup>	Baseline Initial Load Removed (LBS N/ YR)	Baseline Initial Load Remaining (LBS N/ YR)	Baseline Delivered Load (LBS N/ YR) <sup>3</sup>	Delivered Load Remaining (LBS N/ YR) <sup>4</sup>	Delivered Load Removed (LBS N/ YR)	One-Time Capital Cost	Annual O&M Cost	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	Estimated Annual \$/LBS N Removed
Calculation					(B x C)	(B - D)	(B x 0.87)	(E x 0.87)	(F - G)				(K + 20 YRS)	(L + H)
Atmospheric Deposition	Stormwater	12,812	18,423	18%	3,316	15,107	16,028	13,143	2,885	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Fertilizer Program	Stormwater	2,363	5,559	9%	500	5,059	4,836	4,401	435	\$ 50,000	\$ 50,000	\$ 1,165,000	\$ 59,000	\$ 140
Infrastructure Maintenance Program	Stormwater	350	1,634	6%	98	1,536	1,422	1,336	85	\$ 5,000	\$ 25,000	\$ 557,000	\$ 28,000	\$ 300
Organic Waste and Leaf Litter Collection Program	Stormwater	350	1,634	5%	82	1,552	1,422	1,351	71	\$ 885,000	\$ 186,000	\$ 5,047,000	\$ 253,000	\$ 2,500
Enhanced Street/ Pavement Cleaning Program	Stormwater	350	1,634	2%	33	1,601	1,422	1,393	28					
<b>Non-Structural TOTAL</b>					<b>4,029</b>				<b>3,505</b>	<b>\$ 940,000</b>	<b>\$ 261,000</b>	<b>\$ 6,769,000</b>	<b>\$ 340,000</b>	<b>\$ 550</b>
NPS Structural Reduction Strategies		Available Acreage	Baseline Initial Load (LBS N/ YR) <sup>1</sup>	Estimated N Reduction from Strategy <sup>2</sup>	Baseline Initial Load Removed (LBS N/ YR)	Baseline Initial Load Remaining (LBS N/ YR)	Baseline Delivered Load (LBS N/ YR) <sup>3</sup>	Delivered Load Remaining (LBS N/ YR) <sup>4</sup>	Delivered Load Removed (LBS N/ YR)	One-Time Capital Cost	Annual O&M Cost	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	Estimated Annual \$/LBS N Removed
Calculation						(B - D)			(F - G)				(K + 20 YRS)	(L + H)
Stormwater Structural BMPs	Stormwater	4,255	14,165	1.9%	271	13,894	12,324	12,088	236	\$ 1,316,000	\$ 40,000	\$ 2,531,000	\$ 127,000	\$ 600
<b>Structural TOTAL</b>					<b>271</b>				<b>236</b>	<b>\$ 1,316,000</b>	<b>\$ 40,000</b>	<b>\$ 2,531,000</b>	<b>\$ 127,000</b>	<b>\$ 600</b>
<b>TOTAL (Non-Structural + Structural)</b>					<b>4,300</b>				<b>3,741</b>	<b>\$ 2,256,000</b>	<b>\$ 301,000</b>	<b>\$ 9,300,000</b>	<b>\$ 467,000</b>	<b>\$ 550</b>

**Table 17. Alternative 3: Structural Stormwater BMP Estimated Acres Treated and Cost**

Developed Land Cover	Treated Town Area (acres)	Baseline Initial Load (lbs N/Year) <sup>1</sup>	BMP Load Removal (%)	BMP Initial Load Removed (lbs N/Year) <sup>2</sup>	Baseline Initial Load Remaining (lbs N/Year) <sup>3</sup>	Delivered Load Removed (lbs N/Year) <sup>4</sup>	Delivered Load Remaining (lbs N/Year) <sup>5</sup>	% Total Town Developed Area <sup>6</sup>	One Time Capital Cost <sup>7</sup>	Annual O&M Cost <sup>8</sup>	20-Year Life-Cycle Cost <sup>9</sup>
<b>DCIA LAND</b>											
HSG A	0	0	92%	0	0	0	0	0%	\$ -	\$ -	
HSG B	23.5	299	91%	271	28	236	25	28%	\$ 1,316,000	\$ 39,480	
HSG C	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
HSG D	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
<b>Total DCIA</b>	<b>23.5</b>	<b>299</b>		<b>271</b>	<b>28</b>	<b>236</b>	<b>25</b>		<b>\$ 1,316,000</b>	<b>\$ 39,480</b>	
<b>PERVIOUS LAND</b>											
HSG A	0	0	92%	0	0	0	0	0%	\$ -	\$ -	
HSG B	0	0	91%	0	0	0	0	0%	\$ -	\$ -	
HSG C	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
HSG D	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
<b>Total Pervious</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL</b>	<b>23.5</b>	<b>299</b>		<b>271</b>	<b>28</b>	<b>236</b>	<b>25</b>	<b>0.6%</b>	<b>\$ 1,316,000</b>	<b>\$ 39,480</b>	<b>\$ 2,530,760</b>

**NOTES:**

1. *Baseline Initial Load = Town Developed Area for Treatment (acres) x Average PLER (Table 11)*
2. *BMP Initial Load Removed = Baseline Initial Load x BMP N Load Removal*
3. *Baseline Initial Load Remaining = Baseline Initial Load – BMP Initial Load Removed*
4. *Delivered Load Removed = BMP Initial Load Removed x 0.87 (Stormwater Delivery Factor)*
5. *Delivered Load Remaining = Baseline Initial Load Remaining x 0.87*
6. *% Total Town Developed Area = Town Developed Area for Treatment ÷ Developed Land Area (Table 11)*
7. *One Time Capital Cost = Town Developed Area for Treatment x BMP Capital Cost*
8. *BMP O&M Cost = 3% of Capital Cost*
9. *20-year Life-cycle Cost = 20-year loan term, 2.5% annual interest rate, and 1% annual O&M inflation*

### **3.4 Alternative 4: Nitrogen Load Reduction for Implementation to the Maximum on Town Property**

Alternative 4 represents the level of nitrogen non-point source strategies when implemented on Town property. This level of implementation includes the following strategies:

- Required under the MS4 permit (i.e., Alternative 2)
- Residential Lawn Fertilizer Program since the Town is already in progress with this effort
- Upgrades of septic systems within 200 meters of a receiving water body
- Implementation of structural stormwater BMPs on city owned parcels and within the right-of-way to treat directly connected impervious area (DCIA).

While the Town has redevelopment standards in place which would require management of stormwater from existing impervious cover on private parcels, the timing of the redevelopment cycle of these parcels is outside of the Town's control and therefore was not considered in this alternative. The level of implementation by strategy, estimated nitrogen load reduction and a planning-level cost to implement this alternative is presented in Table 18 below.

For Alternative 4, we assumed that the Town would implement all non-structural programmatic strategies as described in Alternative 3. To fully implement and maintain these programs for 20-years would require an annual investment of \$340,000 and a load reduction of 3,505 pounds of nitrogen per year. To upgrade all septic systems within 200 meters of a water body (approximately 19 systems), would result in a load reduction of 192 pounds of nitrogen per year at a cost of \$35,000 annually.

By implementing stormwater structural BMPs on Town owned properties and within the right-of-way, the Town would treat approximately 323 acres of directly connected impervious area (DCIA) (92% of total DCIA). Implementation at this level would result in a load reduction of 2,278 pounds of nitrogen per year at 20-year life-cycle cost of \$33.4 Million or \$1.7 Million annually (Table 19).

Implementation of Alternative 4, including both non-structural and structural strategies described above, will result in an estimated annual delivered nitrogen load reduction of 5,974 pounds, 15 percent of the total delivered non-point source load (40,485 pounds per year). The 20-year life-cycle cost would be approximately \$40.9 Million, an average annual cost of \$2.0 Million or \$710 per pound of nitrogen removed<sup>1</sup> to implement Alternative 4.

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<sup>1</sup> Cost per pound of nitrogen removed excludes the load associated with atmospheric deposition because this removal is not associated with a cost to the Town.

Table 18. Alternative 4: Maximum Extent Practical Nitrogen Load Reduction

		A	B	C	D	E	F	G	H	I	J	K	L	M
NPS Non-Structural Reduction Strategies	Primary Target Pathway	Available Acreage	Baseline Initial Load (LBS N/ YR) <sup>1</sup>	Estimated N Reduction from Strategy <sup>2</sup>	Baseline Initial Load Removed (LBS N/ YR)	Baseline Initial Load Remaining (LBS N/ YR)	Baseline Delivered Load (LBS N/ YR) <sup>3</sup>	Delivered Load Remaining (LBS N/ YR) <sup>4</sup>	Delivered Load Removed (LBS N/ YR)	One-Time Capital Cost	Annual O&M Cost	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	Estimated Annual \$/LBS N Removed
<b>Calculation</b>					(B x C)	(B - D)	(B x 0.87)	(E x 0.87)	(F - G)				(K + 20 YRS)	(L + H)
Atmospheric Deposition	Stormwater	12,812	18,423	18%	3,316	15,107	16,028	13,143	2,885	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Fertilizer Program	Stormwater	2,363	5,559	9%	500	5,059	4,836	4,401	435	\$ 50,000	\$ 50,000	\$ 1,165,000	\$ 59,000	\$ 140
Infrastructure Maintenance Program	Stormwater	350	1,634	6%	98	1,536	1,422	1,336	85	\$ 5,000	\$ 25,000	\$ 557,000	\$ 28,000	\$ 300
Organic Waste and Leaf Litter Collection Program	Stormwater	350	1,634	5%	82	1,552	1,422	1,351	71	\$ -	\$ -	\$ -	\$ -	\$ -
Enhanced Street/ Pavement Cleaning Program	Stormwater	350	1,634	2%	33	1,601	1,422	1,393	28	\$ 885,000	\$ 186,000	\$ 5,047,000	\$ 253,000	\$ 2,500
<b>Non-Structural TOTAL</b>					<b>4,029</b>				<b>3,505</b>	<b>\$ 940,000</b>	<b>\$ 261,000</b>	<b>\$ 6,769,000</b>	<b>\$ 340,000</b>	<b>\$ 550</b>
		A	B	C	D	E	F	G	H	I	J	K	L	M
NPS Structural Reduction Strategies	Primary Target Pathway	Available Acreage	Baseline Initial Load (LBS N/ YR) <sup>1</sup>	Estimated N Reduction from Strategy <sup>2</sup>	Initial Load Removed (LBS N/ YR)	Initial Load Remaining (LBS N/ YR)	Baseline Delivered Load (LBS N/ YR) <sup>3</sup>	Delivered Load Remaining (LBS N/ YR) <sup>4</sup>	Delivered Load Removed (LBS N/ YR)	One-Time Capital Cost	Annual O&M Cost	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	Estimated Annual \$/LBS N Removed
<b>Calculation</b>						(B - D)			(F - G)				(K + 20 YRS)	(L + H)
Advanced Septic Systems	Groundwater	NA	33,960	2.2%	319	33,641	8,893	8,702	192	\$ 380,000	\$ 9,500	\$ 689,000	\$ 35,000	\$ 200
Stormwater Structural BMPs	Stormwater	4,255	14,165	18.5%	2,618	11,547	12,324	10,046	2,278	\$ 17,386,000	\$ 521,580	\$ 33,435,000	\$ 1,672,000	\$ 800
<b>Structural TOTAL</b>					<b>2,618</b>				<b>2,469</b>	<b>\$ 17,766,000</b>	<b>\$ 531,080</b>	<b>\$ 34,124,000</b>	<b>\$ 1,707,000</b>	<b>\$ 700</b>
<b>TOTAL (Non-Structural + Structural)</b>					<b>6,647</b>				<b>5,974</b>	<b>\$ 18,706,000</b>	<b>\$ 792,080</b>	<b>\$ 40,893,000</b>	<b>\$ 2,047,000</b>	<b>\$ 710</b>

**Table 19. Alternative 4: Structural Stormwater BMP Estimated Acres Treated and Cost**

Developed Land Cover	Treated Town Area (acres)	Baseline Initial Load (lbs N/Year) <sup>1</sup>	BMP Load Removal (%)	BMP Initial Load Removed (lbs N/Year) <sup>2</sup>	Baseline Initial Load Remaining (lbs N/Year) <sup>3</sup>	Delivered Load Removed (lbs N/Year) <sup>4</sup>	Delivered Load Remaining (lbs N/Year) <sup>5</sup>	% Total Town Developed Area <sup>6</sup>	One Time Capital Cost <sup>7</sup>	Annual O&M Cost <sup>8</sup>	20-Year Life-Cycle Cost <sup>9</sup>
<b>DCIA LAND</b>											
HSG A	16	196	92%	180	16	156	14	80%	\$ 896,000	\$ 26,880	
HSG B	73	933	91%	844	89	735	77	86%	\$ 4,088,000	\$ 122,640	
HSG C	2	17	53%	9	8	8	7	100%	\$ 106,000	\$ 3,180	
HSG D	232	3,019	53%	1585	1,434	1,379	1,248	96%	\$ 12,296,000	\$ 368,880	
<b>Total DCIA</b>	<b>323</b>	<b>4,164</b>		<b>2,618</b>	<b>1,546</b>	<b>2,278</b>	<b>1,345</b>		<b>\$ 17,386,000</b>	<b>\$ 521,580</b>	
<b>PERVIOUS LAND</b>											
HSG A	0	0	92%	0	0	0	0	0%	\$ -	\$ -	
HSG B	0	0	91%	0	0	0	0	0%	\$ -	\$ -	
HSG C	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
HSG D	0	0	53%	0	0	0	0	0%	\$ -	\$ -	
<b>Total Pervious</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>\$ -</b>	
<b>TOTAL</b>	<b>323</b>	<b>4,164</b>		<b>2,618</b>	<b>1,546</b>	<b>2,278</b>	<b>1,345</b>	<b>7.6%</b>	<b>\$ 17,386,000</b>	<b>\$ 521,580</b>	<b>\$33,435,000</b>

**NOTES:**

1. *Baseline Initial Load = Town Developed Area for Treatment (acres) x Average PLER (Table 11)*
2. *BMP Initial Load Removed = Baseline Initial Load x BMP N Load Removal*
3. *Baseline Initial Load Remaining = Baseline Initial Load – BMP Initial Load Removed*
4. *Delivered Load Removed = BMP Initial Load Removed x 0.87 (Stormwater Delivery Factor)*
5. *Delivered Load Remaining = Baseline Initial Load Remaining x 0.87*
6. *% Total Town Developed Area = Town Developed Area for Treatment ÷ Developed Land Area (Table 11)*
7. *One Time Capital Cost = Town Developed Area for Treatment x BMP Capital Cost*
8. *BMP O&M Cost = 3% of Capital Cost*
9. *20-year Life-cycle Cost = 20-year loan term, 2.5% annual interest rate, and 1% annual O&M inflation*

### 3.5 Alternative Comparison

Table 20 presents the cost and load reduction for each of the four alternatives described above. Alternative 3 represents the most cost-effective alternative to implement with regards to the “estimated annual dollars per pound of nitrogen removed” metric (\$550) with Alternative 2 being the least cost effective based on an \$1,050 per pound of nitrogen removed. Of the four alternatives, Alternative 1 would be the most expensive and most difficult for the Town to achieve as this would require implementing structural stormwater controls on all of the directly connected impervious cover in Town as well as on 45 percent of the pervious area. Alternatives 1 and 4 would require the Town to implement new regulations to the upgrade of certain septic systems to advanced treatment systems. Currently, neither the State nor the Town has regulations in place mandating the use of advanced treatment systems.

**Table 20. Cost and Load Reduction by Alternative**

Alternative	Total 20-Year Life-Cycle Cost	Equivalent Annual Cost	2010 Delivered Load Removed (lbs N/year)	Percent of Total NPS Delivered Load Removed <sup>1</sup>	Estimated Annual \$ / lbs N Removed <sup>2</sup>
1 – 10,400 lbs	\$ 102,033,000	\$ 5,104,000	10,400	26%	\$ 680
2 – MS4	\$ 7,328,000	\$ 368,000	3,230	8%	\$ 1,070
3 – MS4 Plus	\$ 9,300,000	\$ 467,000	3,741	9%	\$ 550
4 – Town Property	\$40,893,000	\$2,047,000	5,974	15%	\$ 710

1. Includes both stormwater and groundwater load (40,485 pounds N per year)
2. Does not include load removed from atmospheric deposition.

### 4.0 CONCLUSIONS AND RECOMMENDATIONS

- Since the 2012 NPDES permit required the Exeter WWTF to achieve an effluent TN of 3-mg/l, one premise of this analysis is that the required TN removals could be achieved by upgrading the WWTF again or by removing non-point source (NPS) nitrogen.
- “NPS Alternative 1” consists of achieving 10,400 lbs per year via NPS removals within 20-years. This results in a reduction in delivered total non-point source loadings of 26%. This report estimates these costs with a 20-year life cycle cost of \$102M, and an equivalent annual cost of \$680 per pound N removed.
- “NPS Alternative 2” consists of meeting the minimum requirements of the MS4 program. This results in a reduction in delivered total non-point source loadings of 8%. This report



estimates these costs at a 20-year life cycle cost of \$7.3M. This would remove 3,230 pounds N per year at an equivalent annual cost of \$1,070 per pound N removed.

- “NPS Alternative 3” consists of meeting the minimum requirements of the MS4 program plus spending an additional \$100,000 per year. This results in a reduction in delivered total non-point source loadings of 9%. This report estimates these costs at a 20-year life cycle cost of \$9.3M. This would remove 3,741 pounds N per year at an equivalent annual cost of \$550 per pound N removed.
- “NPS Alternative 4” consists of meeting the minimum requirements of the MS4 program and implementing other strategies to the maximum extent practicable. This results in a reduction in delivered total non-point source loadings of 15%. This report estimates these costs at a 20-year life cycle cost of \$40.9M. This would remove 5,974 pounds N per year at an equivalent annual cost of \$710 per pound N removed.
- When optimizing structural stormwater BMPs for nitrogen removal, infiltration practices (i.e., trenches, basins, rain gardens and bioretention) should be used in areas with underlying hydrologic soil groups A and B; whereas, gravel wetlands and enhanced biofiltration practices with internal storage reservoirs should be used in areas with underlying hydrologic soil groups C and D.
- The on-going Exeter WWTF Upgrade is targeting an effluent TN concentration of 5-mg/l. Based on information from Wright-Pierce, this on-going upgrade has a capital cost of approximately \$53M for all phases (including some elements that are not nitrogen-related) and is expected to be substantially completed in 2019.
- A separate analysis by Wright-Pierce determine the estimated cost to implement an additional WWTF Upgrade to achieve 3-mg/l for 1.7-mgd at a capital cost of \$6.4M (with no debt service) with a 20-year life cycle cost of \$11.6M (including 20 years of operations and maintenance with no annual inflation). This would remove 10,400 pounds N per year at an equivalent annual cost of \$56 per pound N removed.

## 5.0 NEXT STEPS

HW and Wright-Pierce will review this memorandum and alternative results with the Town in order to determine a path forward for the Town to develop a Nitrogen Control Plan in accordance with the Administrative Order on Consent.

## 6.0 REFERENCES

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## New Hampshire Town And City

### Public Sidewalks and Municipal Program Responsibilities

*New Hampshire Town and City, June 2012*

By Paul G. Sanderson

Sidewalks are part of the public highway, but they present local officials with problems that differ from those seen in the area reserved for automobile traffic. As you consider whether your municipality should have a policy to encourage construction and maintenance of sidewalks, there are several stakeholders whom you should consult. The level of disagreement as to where and how sidewalks should be constructed or maintained may surprise you. Unfortunately, there are no easy answers to these questions. Let's describe several of the differing perspectives.

#### **The Planner**

Sidewalks are really important to the planner. The proponents of the "new urbanism" school of planning encourage the adoption of policies that promote housing, work places, shops, entertainment, schools, parks, and civic facilities essential to the daily lives of the residents, all within easy walking distance of each other. This philosophy seeks to reduce the reliance upon the automobile and increase the reliance on pedestrian travel.

Two of the guiding principles of this planning movement are (1) walkability, with a goal for pedestrian-friendly street design and most amenities located within a 10-minute walk of home and work, and (2) connectivity, achieved through development of an interconnected street grid network to disperse traffic and improve the walking experience along with a hierarchy of narrow streets, boulevards, and alleys for a pleasurable walking experience.

The planner will recommend to local land use boards that pedestrian facilities be required as part of all new or rebuilt residential and commercial projects by making them a requirement of the subdivision regulations and the site review regulations. If the land use boards adopt such a policy, it will support the goals of improving the livability, sustainability, and energy efficiency of public spaces.

#### **Stormwater**

An environmentalist concerned with stormwater would likely agree that pedestrian travel is important and should be accommodated but would have a very different idea of how the pedestrian facility should be designed and where it should be placed. Instead of a dense, compact, raised paved area, the goal is a "low impact" design (LID).

The official LID website outlines the program goals: "LID seeks to design the built environment to remain a functioning part of an ecosystem rather than exist apart from it. ... LID provides technological tools to plan and engineer any type of urban site to maintain or restore a watershed's hydrologic and ecological functions." The LID approach includes five goals: to encourage conservation measures; to promote impact minimization techniques such as impervious surface reduction; to provide for strategic runoff timing by slowing flow using the landscape; to use an array of integrated management practices to reduce and cleanse runoff; and to advocate for pollution prevention measures to reduce the introduction of pollutants into the environment.

Stormwater designers want sidewalks to be constructed at or below the level of the vehicular portion of the highway, using materials and construction techniques that will allow stormwater to infiltrate into the earth rather than run off to accumulate in retention areas. These goals are not just a wish or desire; they are consistent with the federal Clean Water Act, which is implemented through the National Pollutant Discharge Elimination System (NPDES) permit system of the U.S. Environmental Protection Agency (EPA). Many New Hampshire municipalities must comply with the NPDES Phase II stormwater permit requirements of the federal law. How future sidewalks are constructed will have an impact on how the municipality complies with these legal requirements.

### **Pedestrian Safety**

The Federal Highway Administration (FHWA) component of the U.S. Department of Transportation has devoted a significant amount of time and research to issues of pedestrian and bicycle safety. The FHWA works closely with the Department of Transportation in every state, including New Hampshire.

The FHWA advocates a set of nine "Proven Countermeasures for Pedestrian Safety," of which the traditional raised pedestrian sidewalk is but one of the techniques available to designers. In fact, many states have chosen to simply alter the design of the shoulder area of the vehicular travel area to accommodate pedestrians rather than build a separate sidewalk. However, facilitating vehicle movement runs counter to the planner's desire to increase walkability, and the barriers often needed to safely separate cars from pedestrians prevent installation of desirable stormwater designs.

Again, these matters are not simply wishes or desires. To the extent that the municipality seeks state or federal funding for transportation related infrastructure improvements, the project must be designed to applicable federal standards. One program often used in New Hampshire for such funding is the Transportation Enhancement/Congestion Mitigation Air Quality program, which has many specific design requirements.

To make matters still more complex, in New Hampshire, Class I, II, III, and III-a highways are managed and regulated by the state Department of Transportation, while Class IV, V, and VI highways, as well as all municipal trails, are managed and regulated by the municipality. While it is certainly possible for state and local officials to confer and reach agreements about how sidewalks in these areas should be designed and constructed, the statutes remain clear as to who is in control of which class of highway and whose decision will be implemented.

For many years, the New Hampshire Department of Transportation policy has been that it will not maintain a sidewalk in any area under its responsibility other than a sidewalk on a bridge. In areas where new state highways are created or existing highways are altered, the department will not construct a sidewalk within its right of way unless the municipality commits in writing to assume all ongoing maintenance of the sidewalk. In such areas, the state department retains all control over design, location, and specifications of the sidewalk, even though it will not maintain the area once opened to the public.

### **Maintenance**

The local public works department or the local road agent maintains public sidewalk facilities once installed and accepted as part of the adjacent highway. If the design includes a vegetated strip between the sidewalk and the traveled way, there will be concerns about vegetation control. The maintenance task may range from mowing of grassed areas to control of shrubs and trees to maintain the width and walkway and prevent the growing vegetation from interfering with the movement of people and vehicles, or interfering with overhead or underground utility installations. Vegetation maintenance is also a safety issue if the plantings begin to restrict the ability of motorists to see at an intersection, or if the plantings obscure traffic control signs or signals, or if dead or diseased portions of trees pose a hazard to motorists, pedestrians, or adjacent utilities.

The surface of the sidewalk facility requires ongoing maintenance in order to deal with cracks or deterioration of pavement materials, the influence of tree roots, or failures in drainage. Every winter and throughout the season, the sidewalk must be cleared of accumulated snow and ice. This involves more than just storm events, since the freeze/thaw cycle results in new ice formation from adjacent snow banks at unpredictable intervals. Plows used for the highway cannot be used on walkways, thus necessitating the purchase and use of specialized equipment and the dedication of sufficient operator time. The deicing salts used in the roadway may do significant damage to vegetation adjacent to the walkway, and thus different deicing strategies may be needed. Ongoing maintenance is a significant financial and operational responsibility, and in a time of reduced resources, the public works department may conclude that it does not need or desire more sidewalks to be added to its long list of responsibilities.

Entering into such an agreement is not something that should be undertaken lightly. Maintenance responsibilities are imposed by state statute. See RSA 231:3 for municipal highways and RSA 230:3 for state highways. Under New Hampshire law, sidewalks are expressly made a part of the highway, and maintenance responsibilities apply to the sidewalk. See *Gossler v. Miller*, 107 N.H. 303 (1966) and *Hall v. Manchester*, 40 N.H.410 (1860). Thus, when a municipality voluntarily assumes a duty to maintain an area which it has no duty to maintain under statute, there is a shifting of risk, responsibility, and potential liability from the state to the municipality, which could at some point result in a significant expenditure of local taxpayer funds. Under these agreements, the state department does not relinquish ownership or control of its right of way and could thereafter take actions that make it more or less difficult to maintain the sidewalk area, even if the municipality objected to the action. This could include changes in speed limits, changes in drainage structures or patterns, additions of signs, or additions of utility poles or other obstructions in the sidewalk area. There is no statute describing the duties of the state as to sidewalks on state highways, including the state highway version of the "insufficiency law." See RSA 230:78 – :82. In fact, the state is not liable for injuries occurring in the municipally-maintained areas of Class II state highways. See RSA 230:82.

There is no statute that compels a municipality to construct a sidewalk or make special provisions for the safe movement of pedestrians. In the cities, abutting landowners may be assessed up to half the cost of *constructing* a sidewalk. See RSA 231:111 – :112. However, once constructed, abutting landowners cannot be held responsible for the maintenance of sidewalks, either financially or by requiring the abutter to work on the sidewalk. See RSA 231:113 and *State v. Jackman*, 69 N.H. 318 (1898). This prevents municipalities from enacting an ordinance requiring abutters to remove snow from sidewalks at their own expense during the winter months. Municipalities are protected from liability under the "insufficiency law," RSA 231:90 – :92-a, for injuries arising out of defects in the sidewalk, and for injuries occurring during weather related hazards, in accordance with the procedures set forth in those statutes. Municipalities are not liable for injuries occurring in state maintained portions of state highways.

### **Access for the Disabled**

Finally, public sidewalks are part of the local program of services available to everyone, and if they are provided, the federal Americans with Disabilities Act (the ADA) requires that they be made accessible to the disabled as well. The particular provision in question provides that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." 42 U.S.C. § 12132.

Until recently, there was a question about whether a sidewalk was classified as a "facility" or a "program" under this federal law. The question is important, because a "facility" which was constructed prior to the effective date of the act (January 26, 1992) need not come into compliance until it is modified. However, a "program" must be readily accessible to and useable by persons with disabilities, and this requirement

applies to all existing facilities, regardless of when they were constructed or modified. See the federal Department of Justice website ([www.ada.gov/smtown.htm](http://www.ada.gov/smtown.htm)) for an explanation of the responsibilities of small municipalities under the ADA.

Recently, the National League of Cities joined other groups in asking the U.S. Supreme Court to hear an appeal by the City of Arlington, Texas, from a decision of the Fifth Circuit Court of Appeals. The case is reported as *Frame v. The City of Arlington*, 632 F.3d 177 (2011) *Petition for certiorari denied on February 21, 2012*, U.S. Supreme Court docket No. 11-746. The Fifth Circuit Court of Appeals found that sidewalks are a "program." The City asked the Supreme Court for review, and to find that sidewalks are "facilities," and thus preserve the discretion of municipal officials to determine when to rebuild sidewalks. The appellants argued that finding sidewalks to be a "program" could cause significant financial impact to public works programs throughout the county. The government, joined by other groups, including the AARP, argued the opposite.

The Supreme Court declined to hear the case, in part because three other federal appeals courts had previously determined that newly constructed or altered sidewalks constitute a "service, activity or program" for purposes of the ADA, making municipalities responsible for their continued accessibility. These cases are *Kinney v. Yerusalim*, 9 F.3d 1067 (3d Cir. 1993); *Barden v. City of Sacramento*, 292 F.3d 1073 (9th Cir. 2002); and *Ability Center of Greater Toledo v. Sandusky*, 385 F.3d 901 (6th Cir. 2004). In the Sacramento case, the Supreme Court had also declined to take up the City's appeal.

Since the obligation to maintain sidewalks is a "program access" obligation, the statute of limitations on an alleged ADA violation does not begin to run until the plaintiff (the disabled person) knows or should know that he or she is being denied the benefits of those sidewalks. Thus, any sidewalk must be made and kept accessible at all times. This ruling is consistent with decisions of the New Hampshire Supreme Court. See the Court Update column in the November/December 2011 issue of *New Hampshire Town and City* magazine (available at [www.nhlgc.org](http://www.nhlgc.org)) where we detailed in a question and answer format the result of *Tinker v. Town of Tilton*, Docket No, 2009-0012, decided June 10, 2009. The New Hampshire Supreme Court also determined that the municipality had an ongoing obligation under the ADA to keep a sidewalk maintained in all seasons to permit access by disabled persons.

The exact specification of what constitutes an "accessible sidewalk" is also an issue that is somewhat unclear. The task of defining the specification has been assigned United States Access Board. The Board is a coordinating body among federal agencies to directly represent the public, particularly people with disabilities. It includes representatives from federal departments and members of the public appointed by the President. The detailed products of their efforts are found at <http://www.access-board.gov/prowac/>, which will eventually be adopted as a federal administrative rule. These new requirements, once effective, must be incorporated into future projects that construct or alter a public sidewalk.

## **Conclusion**

The sidewalk issue will be presented before local officials in a variety of ways, and often with conflicting advice.

Planners and advocates for the disabled will argue that increased opportunity for pedestrians is both good public policy and a reasonable accommodation for the needs of our disabled citizens. They will argue that sidewalks should be wide and flat, and well separated from motor vehicle traffic; sidewalks should be four-foot wide, free of obstructions, and contain all of the design elements which make it easier for those without sight or hearing, or with limited mobility, to negotiate the pedestrian facility.

At the same time, the environmentalist will argue for different materials, and much less of a separation from motor vehicle traffic. The key issue here is stormwater.

The road agent or public works official may suggest that the sidewalk is not necessary at all, and that the needs of the pedestrian can be accommodated within the limits of the traveled way. For them, the costs of maintenance, especially in the winter months, will suggest that the budget cannot sustain the duties imposed.

As local officials, this is where discretion is the key. There will be places where safety can only be maintained by a raised sidewalk separated from traffic by curbs or other barriers. There will be places where the amount of traffic is low, and accommodations can be placed within the traveled way. There will be places with sensitive environmental impacts where an LID compliant design is the best answer. Only by receiving all of this information and evaluating each specific site in light of all of the information can a reasonable decision be made.

*Paul Sanderson is a Staff Attorney with the New Hampshire Local Government Center Legal Services and Government Affairs Department. Local officials in New Hampshire Municipal Association member municipalities may contact LGC's legal services attorneys for more information on this and other topics of interest, Monday through Friday, 8:30 a.m. to 4:30 p.m., by calling 800.852.3358, ext. 3408. School officials should contact the New Hampshire School Boards Association attorney at 800.272.0653.*

### **Additional Resources**

The following links provide more information related to topics discussed in this article:

New Urbanism (<http://www.newurbanism.org/>)

Low Impact Design ([http://www.lid-stormwater.net/background.htm#howrelate\\_LID](http://www.lid-stormwater.net/background.htm#howrelate_LID))

EPA, Stormwater Program ([http://cfpub.epa.gov/npdes/home.cfm?program\\_id=6](http://cfpub.epa.gov/npdes/home.cfm?program_id=6))

FHWA, Pedestrian and Bike Safety ([http://safety.fhwa.dot.gov/ped\\_bike/](http://safety.fhwa.dot.gov/ped_bike/))

FHWA, Highway Design (<http://www.fhwa.dot.gov/hep/>)

ADA, Small Town Responsibilities (<http://www.ada.gov/smtown.htm>)

United States Access Board (<http://www.access-board.gov/prowac/>)

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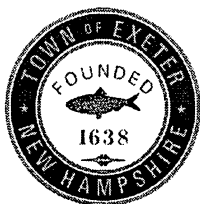
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# EXETER PUBLIC WORKS DEPARTMENT

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## MEMO

DATE: July 20, 2108

TO: Russell Dean, Town Manager

FROM: Jennifer R. Perry, P.E., Public Works Director

RE: Municipal Solid Waste Program Fee Increases

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The costs for collection and disposal of Exeter's municipal solid waste (MSW) continue to rise. There was a significant cost increase with the end of Northside Carting's 9 years of service (5 year contract and 4 year extension) in May 2017. Waste Management's 5 year contract (through May 2022) increases fees 3% per year, includes a provision for biannual diesel fuel surcharges and reflects the changing value of recycling commodities (which has been decreasing in value).

The Public Works Department has reviewed fees that support the MSW program and proposes several modifications to offset the costs of the program. The April 25, 2018 draft report "Solid Waste Program Review" prepared by intern Chris Robillard provides a thorough review of the MSW program and supports the following recommendations.

1. Increase the price of pay-as-you-throw blue bags from \$2.00 to \$2.50 for large bags and \$1.00 to \$1.25 for small bags.
  - a. Blue bag prices were last adjusted in 2009.
  - b. Increases would yield additional \$121,000 annually if bag sales remain constant.
  - c. The proposed prices are comparable to other PAYT communities:

	Large Bag	Small Bag
Concord	\$2.50	\$1.25
Raymond	\$2.35	\$1.80
Newmarket	\$2.25	\$1.15
Dover	\$2.15	\$1.45
Kensington	\$2.00	--
Somersworth	\$1.85	\$1.30

2. Increase the price of freon containing appliance sticker from \$7.00 to \$10.
  - a. Exeter's current disposal cost is lower than surrounding communities.
  - b. Increase would yield additional \$1,200 annually.
3. Require all users of the transfer station to obtain a \$10 annual permit. Currently residents may dispose of leaf bags and Christmas trees without a permit.

4. No longer allow commercial vendors or entities to dump brush and leaves. Most surrounding towns accept brush for free from residents, but do not accept from commercial vendors. Exeter is receiving excessive volumes of brush and some may be coming from beyond Exeter. An alternative could be to establish a fee schedule for commercial vendors, such as what Stratham charges residents:
  - 6-foot pickup load.....\$25
  - 8-foot pickup load.....\$30
  - single axle dump.....\$50
  - tandem axle dump.....\$100

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69 Bunker Hill Avenue  
Stratham, NH 03885

May 30, 2018

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

Dear Mr. Dean,

Despite continuing cost increases associated with wages/benefits, equipment/maintenance, transportation/energy and regulatory requirements which are customarily reflected in increased unit prices at the commencement of each construction season and despite a \$4.00-5.20/T increase in the cost of bituminous concrete pavement as determined per NHDOT asphalt cement adjustment clause (Item 1010.2), Bell & Flynn LLC is pleased to be able at this time to offer to extend the current contract for road reconstruction services with the following modification upon mutual agreement by the Town of Exeter.

The Unit Price of Pay Item #1, "Bituminous Concrete Paving", per ton, in place, per Project Manual and Specifications, shall increase: from \$69.90 to \$71.90 per ton for Binder Course (the same unit price paid for all pavements installed during the 2012-2014 construction seasons!)  
from \$70.90 to \$72.90 per ton for Surface Course (e.g. Gary Ln, Bell Ave)  
from \$71.90 to \$73.90 per ton for "Urban Compact" Surface Course (Front St, High St, Court St) thru Aug. 15, 2018. The unit price for Dead End Streets, e.g. Franklin St, Linden St (669 LF), Elm/Maple Sts and the Towle/Wheelwright, Langdon/Appledore and Academy Estates neighborhoods and the installation of Leveling Course shall increase from \$72.90 to \$74.90 per ton (The unit price of Bituminous Concrete Pavement installed after August 15, 2018 shall be subject to adjustment per NHDOT asphalt adjustment clause (Item 1010.2). All other terms, conditions and prices including pavement reclamation, fine grading and compaction, and installation of additional asphalt stabilized base material shall remain unchanged.

In closing, I am sure that you will realize the benefits of this contract extension when you observe that the \$2.00/T price increase represents less than 50% of the *current* increased material cost (\$4.00-\$5.20/T) and includes neither a fuel surcharge to reflect the increased cost of delivery and installation nor an inflationary adjustment to reflect the increased cost of wages and benefits. In addition, normal seasonal demand exacerbated by macroeconomic/geopolitical dynamics in crude oil markets is anticipated to again increase the *future* price of asphalt pavements through the summer months of 2018. While the fundamental market dynamics of liquid asphalt remain subject to volatility and hot mix asphalt producers are understandably reluctant to enter long-term price commitments, after extensive negotiations with our suppliers Bell & Flynn LLC is currently willing to extend price protection for all paving services completed prior to August 15, 2018, thereby securing pricing indexed to the NHDOT May 2018 asphalt cement adjustment and protecting the Town of Exeter from the repercussions of price increases attributable to normal market forces reflected in the June 15 and July 15 monthly adjustments. Considering these anticipated cost increases, in an attempt to provide price stability (at the lowest possible price!) it should again prove beneficial to the Town of Exeter to extend the current contract for road reconstruction services including paving and to complete as much work as possible prior to mid-August similarly to last year.

Thanking you in advance for your thoughtful consideration of the letter, I remain,

Sincerely,

A handwritten signature in black ink, appearing to read "John T. Bell". The signature is fluid and cursive, with a large initial "J" and a long, sweeping tail that extends to the right.

John T. Bell  
Vice President

# BELL & FLYNN, LLC

Pavement Reclamation  
Engineers & Contractors

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Planning · Testing · Design · Engineered/Reconstruction · Construction

---

Telephone: (603) 778-8511  
Fax: (603) 772-4396

69 Bunker Hill Avenue  
Stratham, NH 03885

2018 Unit Price(s) for Installation of Bituminous Concrete Pavement by machine method for comparable southeastern NH municipalities:

## Binder

Stratham	\$69.00 (price protection thru 7/15)
East Kingston (2017)	\$71.00
Exeter (proposed)	\$71.90 (price protection thru 8/15)
Dover (including 3/15-5/15 escalation)	\$72.70
Danville	\$72.94
Brentwood	\$73.00-\$75.00
Portsmouth (including 2/15-5/15 escalation)	\$73.10
No. Hampton	\$73.35

## Top

Stratham	\$70.00-\$74.00 (price protection thru 7/17)
East Kingston (2017)	\$72.00-\$82.00
Exeter (proposed )	\$72.90-\$74.90 (price protection thru 8/15)
Brentwood	\$73.00-\$75.00
Danville	\$73.25-\$78.25
Newmarket	\$73.30-\$78.65
Dover (including 3/15-5/15 escalation)	\$73.90
No. Hampton (2017)	\$75.00-\$77.00
Hampton Falls	\$76.50-\$83.50
Portsmouth (including 2/15-5/15 escalation)	\$77.43
Newfields (2017)	\$78.00-\$84.00



May 31, 2018  
Mr. Russell Dean, Manager  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Dear Russell,

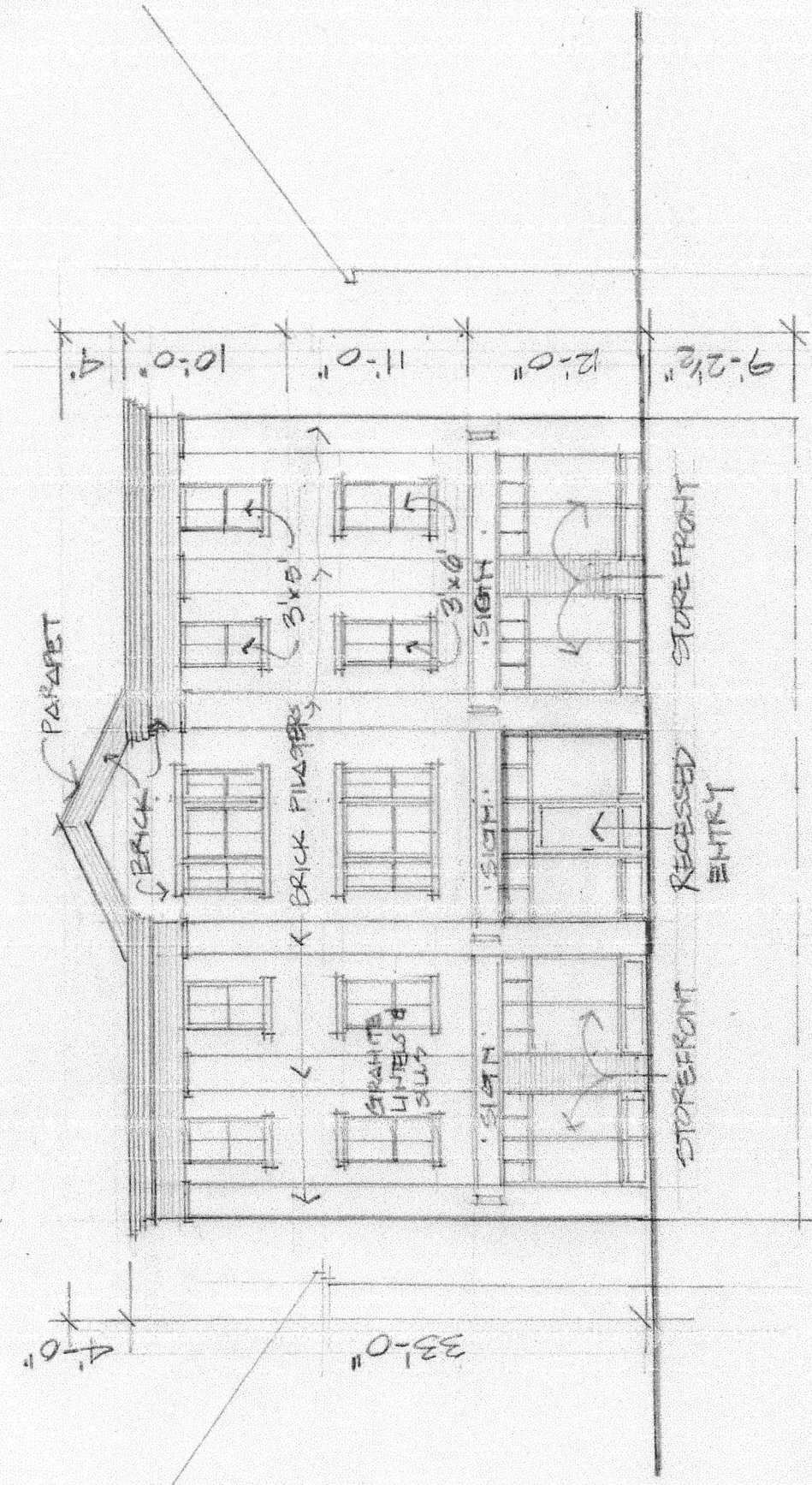
I am in the process of purchasing the empty lot next to 11 Water Street and plan on constructing a multiuse building on it. As you can imagine trying to do this with no side yards or back yard presents a myriad of logistical problems for deliveries, equipment and just setting up for construction. Therefore I am requesting that the Town allow me to utilize a 40 foot by 40 foot section of the municipal parking lot in the left rear corner which will take up 5 parking spaces and part of the roadway. I will put up a temporary chain link fence to keep the area separate from the general parking.

I would like to arrange this for a 12 month period, although I expect it will turn out to be less. Please let me know what needs to be created to accomplish this so I can continue with the purchase knowing this very important problem is solved. Your assistance in this matter is greatly appreciated!

Very truly yours,

  
Elliott Berkowitz, Manager

50'-0"



FRONT ELEVATION SCALE: 1"=10'-0"



June 26, 2018

Town of Exeter  
10 Front St  
Exeter NH 03833

ATTN: Board of Selectman

RE: Pairpoint Group LLC

Pairpoint Group LLC has a package policy with liability limits of \$1,000,000 and a \$3,000,000 umbrella policy that can be extended to cover staging of materials if granted by the town of Exeter. We can issue a certificate of insurance once this is granted.

Any questions please feel free to contact me.

Sincerely

A handwritten signature in black ink, appearing to read "Michael J Foy", is written over a horizontal line. The signature is stylized and somewhat cursive.

Michael J Foy





# EXETER PUBLIC WORKS DEPARTMENT

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

[www.exeternh.gov](http://www.exeternh.gov)

## MEMO

DATE: July 20, 2018  
TO: Russell Dean, Town Manager  
FROM: Jennifer R. Perry, P.E., Public Works Director  
RE: 2018 Paving

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As previously provided, please find attached Bell & Flynn, Inc., proposal for road paving for 2018. The 2018 unit pricing for work completed prior to August 15 would increase from

\$69.90/ton to \$71.90 for binder course,

\$70.90/ton to \$72.90 for surface course,

\$71.90/ton to \$73.90 for "urban compact" surface course,

\$72.90/ton to \$74.90/ton for smaller neighborhoods with dead ends.

Pricing for work completed after August 15 is subject to the NHDOT asphalt adjustment clause.

The 2018 road surface management budget is \$800,000. Approximately \$25,000 will be used for crack sealing. The following streets are scheduled for paving based on available budget:

- Gary Ln 2" overlay
- Clara St 2" overlay
- Marilyn Ave 2" overlay
- Kathleen Dr shim & overlay
- Patricia Ave shim & overlay
- Thelma Dr shim & overlay
- Linden St (700' to Little River) 2" overlay
- Court St (Elm St to Nelson Dr) 2" overlay
- Bell Ave (Court St to Gilman Pk) 2" overlay
- Court St (Bell Ave to Crawford Ave) shim & overlay
- Maple St shim & overlay
- Elm St 2" overlay
- High St (Great Bridge to Ports Ave) 2" overlay
- Front St (Spring St to Tan Ln) 2" overlay
- Langdon Ave shim & overlay
- Star Ave shim & overlay
- Appledore Ave 2" overlay

This proposal is competitive with installed tonnage prices for other southeastern New Hampshire communities. The Department recommends extending the road paving contract with Bell & Flynn for 2018.

**TOWN OF EXETER  
MEMORANDUM**

TO: Select Board

FROM: Town Manager

RE: Form of Lease Agreement

DATE: July 20<sup>th</sup>, 2018

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As a result of our last meeting, Primex was consulted on the form of agreement – lease versus other form, for the Pairpoint agreement. Primex’ recommendation is for the town to pursue a revocable license. They made this recommendation based on flexibility for the town in that a revocable license will not convey leasehold rights.

**Revocable License Agreement**

REVOCABLE LICENSE AGREEMENT made and entered into by and between the Town of Exeter, a New Hampshire municipal corporation, of 10 Front Street, Exeter, New Hampshire 03833 (“Licensor” and Pairpoint Group, a New Hampshire limited liability company of Exeter, New Hampshire, 03833 (“Licensee”) this 23rd day of July, 2018.

WHEREAS, the Licensor grants Licensee a revocable license to temporarily use a 40’X40’ portion of property in the public parking lot in Exeter (Tax Map 72, Lot 6); and

WHEREAS, the Licensor retains exclusive ownership, jurisdiction, control and possessory interests over the property Tax Map 72, Lot 6, which is a public parking area; and

WHEREAS, the Lessee desires to temporarily use a 40’X40’ section of the public parking lot denoted in the attached map; and

WHEREAS, the impetus of this agreement is to provide temporary relief to the public by minimizing construction disruption on Water Street foot and vehicular traffic; and

WHEREAS, the impetus of this agreement is to provide temporary relief to the other private commercial enterprises by minimizing impact to these operations; and

WHEREAS, subject to the terms and conditions hereinafter set forth, the Licensor wishes to establish the terms of the revocable license and the Licensee agrees to abide by such terms.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises, terms, provisions, and conditions set forth in this Revocable License Agreement, the parties hereby agree as follows:

1. Licensor hereby grants to Licensee a freely revocable license to use a portion of the above described property for a temporary fence, storage container, dumpster and mobile construction trailer in accordance with the plan attached hereto and made a part hereof. Licensee may use only the areas as indicated on said plan. This Revocable License Agreement shall not be construed to create a lease or any other interest in the property beyond the freely revocable permission granted herein.
  
2. The expected term of this License shall be from November 1, 2018 through October 31, 2019; however, this License is at all times freely revocable in the Licensor’s sole discretion with or without cause or advance notice to Licensee.
  
3. This License may not be assigned to any other person, entity, or party.
  - a. 4. The equipment, operations, activities and behaviors in and about the License boundaries must conform to all applicable Town, State and Federal laws..

2. Limitation of Liability and Indemnification
  - a. Licensor shall not be liable for any injury, damage, or loss of any kind whatsoever, to the Licensee or to any third persons, resulting from or arising out of the use of the Licensor's property or the conduct of Licensor or its officers, employees, contractors, subcontractors, invitees or agents. Licensee agrees to indemnify, defend, including but not limited to reasonable attorney's fees and defense costs, and hold harmless the Licensor from any and all claims, demands, suits, actions, liability, loss, expenses, costs, fees, penalties, awards, settlements, interest and damages arising from or related to the operations, activities, acts or omissions of Licensor, its employees, officers, contractors, subcontractors, invitees or agents.
  - b. Licensee agrees to maintain liability insurance in an amount not less than one-million dollars (\$1,000,000) per occurrence during this License and any renewal thereof, with the Town of Exeter to be named as an additional insured and included as such by a policy endorsement if so required by the liability insurance policy. Licensee shall provide to Licensor, upon request, a certificate of insurance verifying such insurance.
3. Amendment. This License may be amended or modified only by a written instrument signed by the Licensor and Licensee.
4. Entire Agreement. This Revocable License Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof.
5. Severability. If any portion or provision of this Revocable License Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and such portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. Headings. The headings and captions in the Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.
7. Governing Law. This is a New Hampshire Revocable License Agreement and shall be construed and enforced under and be governed in all respects by the laws of the State of New Hampshire, without regard to the conflict of laws principles thereof.

DRAFT

IN WITNESS WHEREOF, the parties have hereunder set their hands as of the day and year above written

LICENSOR  
TOWN OF EXETER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Gilman, Selectboard Chair  
Duly Authorized

LICENSEE  
Pairpoint Group. LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elliott Berkowitz

DRAFT

Revocable License Lease Agreement

REVOCABLE LICENSE AGREEMENT made and entered into by and between the Town of Exeter, a New Hampshire municipal corporation, of 10 Front Street, Exeter, New Hampshire 03833 ("Licensor" and Pairpoint Group, a New Hampshire limited liability company of Exeter, New Hampshire, 03833 ("Licensee") this 23rd day of July, 2018.

WHEREAS, the Licensor grants Licensee ~~leases~~ a revocable license to temporarily use a 40' X 40' portion of property in the public parking lot in Exeter (Tax Map 72, Lot 6); and

WHEREAS, the Licensor ~~has~~ retains exclusive ownership, jurisdiction, control and possessory interests over the property Tax Map 72, Lot 6, which is a public parking area; and

WHEREAS, the Lessee desires to lease temporarily use a 40' X 40' section of the public parking lot denoted in the attached map; and

WHEREAS, the impetus of this agreement is to provide temporary relief to the public by minimizing construction disruption on Water Street foot and vehicular traffic; and

WHEREAS, the impetus of this agreement is to provide temporary relief to the other private commercial enterprises by minimizing impact to these operations; and

WHEREAS, subject to the terms and conditions hereinafter set forth, the Licensor ~~wishes~~ to establish the terms of the revocable license Lease and the Licensee agrees to abide by such terms.

~~WHEREAS, the Lessee agrees to pay the Lessor \$1.00 annually for the term of the lease.~~

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises, terms, provisions, and conditions set forth in this Revocable License Agreement, the parties hereby agree as follows:

1. ~~The Lease.~~ Licensor hereby grants to Licensee ~~the right~~ a freely revocable license to use a portion of the above described property for a temporary fence, storage container, dumpster and mobile construction trailer in accordance with the plan attached hereto and made a part hereof. Licensee may use only the areas as indicated on said plan. This Revocable License Agreement shall not be construed to create a lease or any other interest in the property beyond the freely revocable permission granted herein.

2. ~~Term.~~ The expected term of this License shall be from November 1, 2018 through October 31, 2019; however, this License is at all times freely revocable in the Licensor's sole discretion with or without cause or advance notice to Licensee, each year, for the duration of this Lease. The Lease is subject to renewal annually at the sole discretion of the Lessor. Lessee acknowledges that Lessor may terminate this Lease for any reason, or for no reason, upon 30 days notice to Lessee. Provided, however, that if the Lessee engages in any activity which, in the judgment of the Lessor, is harmful to the public health and safety, Lessor may terminate this Lease immediately.

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~~3. Conditions and Restricted Activities~~

~~a. 3. This License Lease is expressly and exclusively granted to the Lessee. The rights being granted hereunder may not be assigned to any other person, entity, or party.~~

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~~b.a. 4. The equipment, operations, activities and behaviors in and about the License lease boundaries must conform to all applicable Town, State and Federal laws, requirements in the Town of Exeter Zoning Ordinance and Town of Exeter General Ordinances.~~

~~e. This Lease shall automatically terminate upon any sale of the Lessor's property or upon Lessee vacating the property, regardless of any remaining term of the Lease.~~

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4.2. Limitation of Liability and Indemnification

a. Licenessor shall not be liable for any injury, damage, or loss of any kind whatsoever, to the Licensee or to any third persons, resulting from or arising out of the use of the Licenessor's property or the conduct of ~~Pairpoint Group or their contractors~~ Licenessor or its officers, employees, contractors, subcontractors, invitees or agents. Licensee agrees to indemnify, defend, including but not limited to reasonable attorney's fees and defense costs, and hold harmless the Licenessor from any and all claims, demands, suits, actions, liability, loss, expenses, costs, fees, penalties, awards, settlements, interest and ~~or damages resulting therefrom, including any liability, loss or damage resulting from the negligence of the Lessor arising from or related to the operations, activities, acts or omissions of Licenessor,~~ its employees, officers, contractors, subcontractors, invitees or agents.

b. Licensee agrees to maintain liability insurance in an amount not less than one-million dollars (\$1,000,000) per occurrence during the term of this Lease Agreement ~~this License and any renewal thereof, with the Town of Exeter to be named as an additional insured and included as such by a policy endorsement if so required by the liability insurance policy.~~ Licensee shall provide to Licenessor, upon request, a certificate of insurance verifying such insurance.

5.3. Amendment. This ~~Agreement~~ License may be amended or modified only by a written instrument signed by the Licenessor and Licensee.

6. Entire Agreement. This ~~Lease~~ Revocable License Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. ~~Any modification or addition to the Lease Agreement shall be in writing and duly executed by the parties hereto.~~

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4.

7.5. Severability. If any portion or provision of this Revocable License Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and such portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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at: 0.25" + Indent at: 0.5"

8.6. Headings. The headings and captions in the Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

9.7. Governing Law. This is a New Hampshire Revocable License Agreement contract and shall be construed and enforced under and be governed in all respects by the laws of the State of New Hampshire, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties have hereunder set their hands as of the day and year above written

LICENESSOR  
TOWN OF EXETER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Gilman, Selectboard Chair  
Duly Authorized

LICENESSEE  
Pairpoint Group, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elliott Berkowitz



# Proposed staging area for 23 Water St.

- Staging area
- Construction trailer, dumpster



## OPTION AGREEMENT

THIS OPTION AGREEMENT ("Option Agreement") is made as of July \_\_, 2018 (the "Effective Date"), by and between the Town of Exeter, a municipal corporation duly established under the laws of the State of New Hampshire ("Owner"), and Liberty Utilities (EnergyNorth Natural Gas) Corp., a New Hampshire corporation ("Liberty").

### RECITALS

A. Owner is the owner of real property in the Town of Exeter, New Hampshire, which is located easterly of Newfields Road, so-called, and southerly of N.H. Route 101, being shown on the Town of Exeter Tax Maps as Map 38, Lot 13, and Map 49, Lot 15.

B. Owner desires to grant to Liberty, and Liberty desires to acquire from Owner, an option to purchase a permanent natural gas facilities easement (the "Easement") over a 100 foot by 300 foot portion of the Property that abuts the southerly edge of N.H. Route 101 and that abuts the existing natural gas pipeline easements granted to Granite State Gas Transmission, Inc. and to Portland Natural Gas Transmission System and Maritimes & Northeast Pipeline, LLC (the "Easement Area"), as more fully described in the Easement Agreement, attached and incorporated as Exhibit A

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

1. Grant of Option. Owner grants to Liberty an irrevocable exclusive option (the "Option") to purchase the Easement "AS IS, WHERE IS, WITH ALL FAULTS" on the terms and conditions in this Option Agreement. This Option Agreement grants to Liberty a true option to purchase the Easement; Liberty has no obligation to purchase the Easement.

2. Purchase Price. If Liberty exercises the Option, the purchase price for the Easement is Seventy Five Thousand Dollars.

3. Option Period and Termination.

a. The term of the Option is Thirty Six months, commencing on the Effective Date (the "Option Period").

b. Liberty may terminate this Option Agreement at any time during the Option Period by giving written notice to Owner. Owner may not terminate this Option Agreement.



4. Option Payment.

a. Liberty shall deliver to Owner a payment of Thirty Thousand Dollars (the "Option Payment") when the parties execute this Option Agreement.

b. The Option Payment is non-refundable and is not to be credited toward the Purchase Price.

5. Exercise. No later than thirty days prior to the end of the Option Period and no less than thirty days prior to the date Liberty exercises the Option, Liberty shall give written notice to Owner if its intent to exercise the Option. Liberty may then exercise the Option by delivering to Owner the Purchase Price, at which time Owner shall promptly deliver to Liberty the properly executed Easement Agreement. If Liberty fails to exercise the Option prior to the end of the Option Period, then this Option Agreement shall, without any notice to any party hereto, automatically terminate.

6. Runs with the Land. The Option contained in this Option Agreement runs with the Property and is a benefit to Liberty. This Option Agreement is binding on Owner and its successors in interest in the Property, and inures solely to the benefit of Liberty. Liberty has the sole right and ability to enforce the terms of this Option Agreement against Owner or its successors in interest in the Property, and may record the memorandum, attached hereto and incorporated herein as Exhibit B, of this Option Agreement at the Registry. Liberty shall discharge the memorandum within thirty days of whichever of the following occurs first: Liberty's termination of this Option Agreement, the exercise of the Option, or the termination of this Option Agreement by Liberty's failure to timely exercise the Option. If Liberty fails to timely record a proper discharge, Owner may do so as Liberty's attorney in fact.

7. Certain Covenants.

a. Use of the Easement. Owner may continue to use the Easement Area for its current purpose, and no other, unless and until Liberty exercises the Option.

b. No Encumbrances. Without the prior written consent of Liberty, Owner shall not enter into any transaction, encumber or convey the Property or Easement Area, or create or suffer to exist any additional exceptions to title that will affect the Easement rights; provided however that such prior consent shall not be and is not required for the Owner and its successors to convey the Property or to mortgage the Property if such conveyance or mortgage does not affect the Easement rights. Owner shall provide Liberty with contemporaneous notice of any such conveyance or mortgage.

c. Cooperation. Owner shall fully support and cooperate with Liberty, at Liberty's expense, in applying for and securing any permits, licenses, approvals, and the like as Liberty desires with respect to its proposed development of the Easement Area. If requested by Liberty, Owner will sign applications for such permits, licenses, and approvals and, if necessary, any related appeals. All applications and proceedings for obtaining permits, licenses, approvals, and related appeals shall be under Liberty's control and direction and at Liberty's sole cost and expense. Such applications and appeals shall be made in the name of Owner, or Liberty, or jointly, as shall be determined

by Liberty in its discretion. Liberty shall, contemporaneously with any filing or submittal, copy Owner on all applications, approvals, and permits.

8. Owner's Representations and Warranties. Owner represents and warrants that as of the Effective Date:

a. Owner has full and lawful right and authority to execute and deliver this Option Agreement and to consummate the contemplated transactions.

b. Owner owns good fee simple marketable title to the Property.

c. There is no litigation, bankruptcy, or other proceeding pending or threatened that affects the Easement Area.

d. There is no pending or threatened condemnation of the Easement Area.

e. To Owner's knowledge, no unrecorded liens, encumbrances, or adverse claims exist with respect to the Easement Area.

f. There are no leases or occupancy agreements affecting all or any portion of the Easement Area, and no management contracts, service contracts, options (other than this Option Agreement), or any other material agreements relating to the Easement Area.

g. Owner is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from its withholding requirements.

9. Access to Easement and Inspections by Liberty. Owner shall allow Liberty and its representatives reasonable access to the Easement Area, on reasonable advance notice, solely for the purposes of conducting such surveys and inspections of the Easement Area prior to the exercise of the Option as Liberty deems appropriate. After the exercise of the Option, all access to the Easement Area shall be as provided in the Easement Agreement, attached as Exhibit A. Liberty shall not incur any mechanics' liens in connection with its inspections and, if so incurred, shall have them removed by payment or bond or other method reasonably satisfactory to Owner within thirty days of receipt of notice of attachment. If the Property shall be disturbed by any such survey and inspection, then Liberty shall forthwith restore the Property to its same condition as prior to any such disturbance.

10. Notice. All notices and other communications are to be in writing, and are deemed to have been given or made: (i) when delivered in person; (ii) three business days after deposited in the United States certified mail, postage prepaid; or (iii) in the case of overnight courier services that provides confirmation of delivery, one business day after delivery to the overnight courier service with payment provided for, addressed as follows:

If to Owner:	Exeter, NH 03833
--------------	------------------

With a copy to:	*, Esquire  , NH
If to Liberty	Liberty Utilities (EnergyNorth Natural Gas) Corp. Attn: President 15 Buttrick Road Londonderry, NH 03053
With a copy to:	Liberty Utilities (EnergyNorth Natural Gas) Corp. Attn: Legal Department 116 North Main Street Concord, NH 03301 <a href="mailto:Michael.sheehan@libertyutilities.com">Michael.sheehan@libertyutilities.com</a>

or to such other persons or addresses as either party designates by notice given in accordance with this Section.

11. Benefit and Binding. This Option Agreement shall bind and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties.

12. Amendment and Modification; Waiver. This Option Agreement may only be amended by an agreement in writing signed by both parties. No waiver of any provision of this Option Agreement shall be effective unless explicitly set forth in writing and signed by the waiving party.

13. Governing Law, Waiver of Jury Trial.

a. Governing Law; Jurisdiction. This Option Agreement shall be governed by and construed in accordance with the internal laws of the State of New Hampshire without giving effect to any choice or conflict of law provision or rule (whether of the State of New Hampshire or any other jurisdiction). All litigation of any nature arising under this Option Agreement shall take place in a court of competent jurisdiction located in Rockingham County, New Hampshire.

b. Jury Trial Waiver. **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS OPTION AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS OPTION AGREEMENT.**

14. Remedies.

a. Waiver of Consequential Damages. **UNDER NO CIRCUMSTANCES (SAVE FOR FRAUD) SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, OR LOST PROFITS ARISING OUT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO THIS OPTION AGREEMENT.**

b. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Option Agreement were not performed in accordance with its terms and that the parties shall be entitled to specific performance of its terms as its sole and exclusive remedy.

15. Miscellaneous.

a. Time of Essence. Time is of the essence in this Option Agreement.

b. Counterparts. This Option Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall be one agreement. A signed copy of this Option Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Option Agreement.

c. Business Days. If any date, time period, or deadline falls on a Saturday, Sunday, or legal holiday in New Hampshire, then that date, time period, or deadline shall be extended to the next business day.

d. Further Actions. The parties agree to execute further documents and take further actions as may be reasonably required to carry out the provisions and intent of this Option Agreement.

e. Assignment. Liberty shall not assign this Option Agreement, in whole or in part, without the Owner's prior written consent, which shall not be unreasonably withheld.

f. Effective Date. The "Effective Date" is defined as the date Owner and Liberty have both signed this Option Agreement and have dated their respective signatures below.

g. Brokers. Liberty and Owner each represent that they have involved no real estate agent or broker in this transaction other than Premier Properties, Inc. representing Liberty. Liberty is solely responsible for the payment of all compensation and costs due Premier Properties, Inc. regarding this Option Agreement. Each of the parties shall indemnify and defend the other against any claim or demand for a real estate commission, fee or other compensation for real estate broker services by any other person



**Exhibit A to Option Agreement**

**Easement Agreement**

**(attached)**



## **AGREEMENT FOR PERMANENT AND TEMPORARY EASEMENT**

KNOW ALL BY THESE PRESENTS: that the **TOWN OF EXETER**, a municipal corporation duly established under the laws of the State of New Hampshire, with offices at 10 Front Street, Exeter, Rockingham County, State of New Hampshire 03833 (“Grantor”), for consideration paid, grants to **LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP., d/b/a LIBERTY UTILITIES**, a New Hampshire corporation having its principal place of business at 15 Buttrick Road, Londonderry, New Hampshire 03053, (“Grantee”), with Warranty Covenants, permanent easement rights and temporary easement rights over certain portions of the Grantor’s land as follows,

A permanent 300’ x 100’ “Gas Facilities Easement” together with a right-of-access thereto and therefrom (the “Access Easement”) (the Gas Facilities Easement and the Access Easement, together with all the rights and privileges granted by this document, being referred to collectively as the “Easement”) on, over, under, across, through, and along certain portions of the property owned by the Grantor situated easterly of Newfields Road, so-called, and southerly of N.H. Route 101, being shown on the Town of Exeter Tax Maps as Map 38, Lot 13, and Map 49, Lot 15. The location of the Gas Facilities Easement is described as follows:

Beginning at a point in the southerly sideline of NH Route 101, said point being located at the intersection of NH Route 101 and the westerly sideline of the existing pipeline easements granted to Granite State Gas Transmission, Inc. and to Portland Natural Gas Transmission System and Maritimes & Northeast Pipeline, LLC ; thence southerly on a line that is adjacent to the existing pipeline easements a distance of 100.00 feet to a point; thence turning westerly and running parallel with said Route 101 southerly sideline a distance of 300.00 feet to a point; thence turning northerly and running parallel with the existing pipeline easements to said Route 101 southerly sideline a distance of 100.00 feet to the said southerly sideline; thence easterly along said sideline a distance of 300.00 feet to the point of beginning (the “Gas Facilities Easement Area”).

TOGETHER WITH the right to gain ingress to and egress from the Gas Facilities Easement Area, with vehicles and equipment, across through and over other land of the Grantor presently used by the Grantor for its Public Works facility, by obtaining access from the entrance to said Public Works facility at Newfields Road, thence proceeding through the Public Works facility to the westerly side of the northwesterly sewer lagoon, and then proceeding northerly by the roadway along the westerly side of said lagoon and thence from said roadway to the Gas Facilities Easement Area (the “Access Easement”). The Grantee shall endeavor so far as is practicable to use existing roadways to facilitate Grantee’s access to the Gas Facilities Easement

Area, but to the extent such existing roadways do not physically exist so as to connect to the Gas Facilities Easement Area or cannot otherwise reasonably accommodate such access this Access Easement shall include the right to construct and maintain such roadways or portions thereof as shall reasonably accommodate access to the Gas Facilities Easement Area by the Grantee by vehicles and equipment. Grantee's use of the Access Easement shall not interfere with the functions and activities of Grantor's Public Works department.

The Easement includes the following rights and privileges:

FIRST: The permanent and perpetual easement, right, privilege, and authority to locate, establish, lay, construct, reconstruct, install, operate, use, repair, inspect, protect, survey, modify, change, convert, test, upgrade, replace with the same or different size pipe, alter, substitute, renew, restore, relocate, maintain, and remove underground and grade level gas systems including but not limited to gas mains, gas service lines and pipes, metering and regulator stations, meter skids, fencing, together with all necessary appurtenances and accessories, (collectively, the "Gas Facilities"), as Grantee may now and from time-to-time deem necessary, all within the Gas Facilities Easement Area.

SECOND: The Gas Facilities shall be used solely for the purposes of metering and regulator stations, of connecting the gate stations to the transmission pipelines owned by Granite State Gas Transmission, Inc. ("GSTS") and by Portland Natural Gas Transmission System ("PNGTS") and Maritimes & Northeast Pipeline, LLC ("Maritimes"), and for monitoring, metering and regulating the flow and pressure of gas pipelines and for launching and receiving devices for cleaning, maintaining, measuring, repairing and monitoring gas pipelines.

THIRD: The privilege of access solely and only from Newfields Road to the Gas Facilities Easement Area as described above as is necessary for all servicing utilities, for the installation, maintenance and repair of the Gas Facilities and for the use and enjoyment of the Easement. The privilege of access shall not be used to facilitate construction of the proposed Granite Bridge pipeline.

FOURTH: Grantor understands and agrees that Grantor, its successors and assigns, shall not excavate the Gas Facilities Easement Area, erect, construct, create, or permit to be erected, constructed, or created, any building, permanent structure, fence, improvement, tree, shrub, or physical obstruction of any kind or nature whatsoever, either on, above, or below the surface of the ground, or lower the grade or elevation thereof, or maintain any water course, reservoir, or pond thereon, or cause or permit these things to be done by others over the Gas Facilities Easement Area without the express written permission of the Grantee. Grantee shall be entitled at Grantee's option at any time to remove any such item or structure existing without Grantee's express written permission.

FIFTH: The Gas Facilities and other appurtenances which are installed, constructed, and maintained by Grantee, GSTS, and by PNGTS and Maritimes in the Easement Area shall at all times be and remain the property of Grantee, GSTS, and PNGTS and Maritimes, as applicable, and shall be maintained and serviced exclusively by Grantee, GSTS, and PNGTS and Maritimes, as applicable.

SIXTH: Grantee covenants that, in the event any portion of the Access Easement that is used jointly by the Grantor and the Grantee shall be damaged or disturbed at any time and from time-to-time by Grantee or any party acting on behalf of Grantee, then Grantee, at its sole cost and expense, within a reasonable time, shall repair and restore the surface of the damaged or disturbed Access Easement to the condition which existed prior to any such disturbance.

SEVENTH: Grantee, for itself and its successors and assigns, agrees to release, defend, indemnify, and hold harmless Grantor and all its respective successors, contractors, agents, and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to property or persons (including without limitation, claims involving environmental laws and regulations, personal injury, and death) and any claim asserted or arising in any lawsuits or causes of action (including reasonable attorney's fees, expert fees, and court costs), except to the extent that such claims arise from the sole negligence, gross negligence, or willful misconduct of the Indemnified Parties, which may grow out of, arise from, or in any manner be connected with the activities of Grantee and Grantee's agents, invitees, guests, contractors, servants, and employees, whether acting within the scope of their employment or not, and whether negligent or not, on the Grantor's Property or adjacent property.

EIGHTH: As to their respective obligations under this Easement, the Grantor and Grantee agree to comply with all applicable codes, rules, regulations, and laws.

NINTH: The buildings for the metering and regulator stations shall be approximately 40 feet in length and 15 feet in width and shall be placed upon a concrete pad. The height of the buildings and all antennae and communications equipment shall not exceed 30 feet above ground level. Grantee shall, at Grantee's cost, install and maintain 12 foot tall security fencing surrounding the buildings and the Gas Facilities.

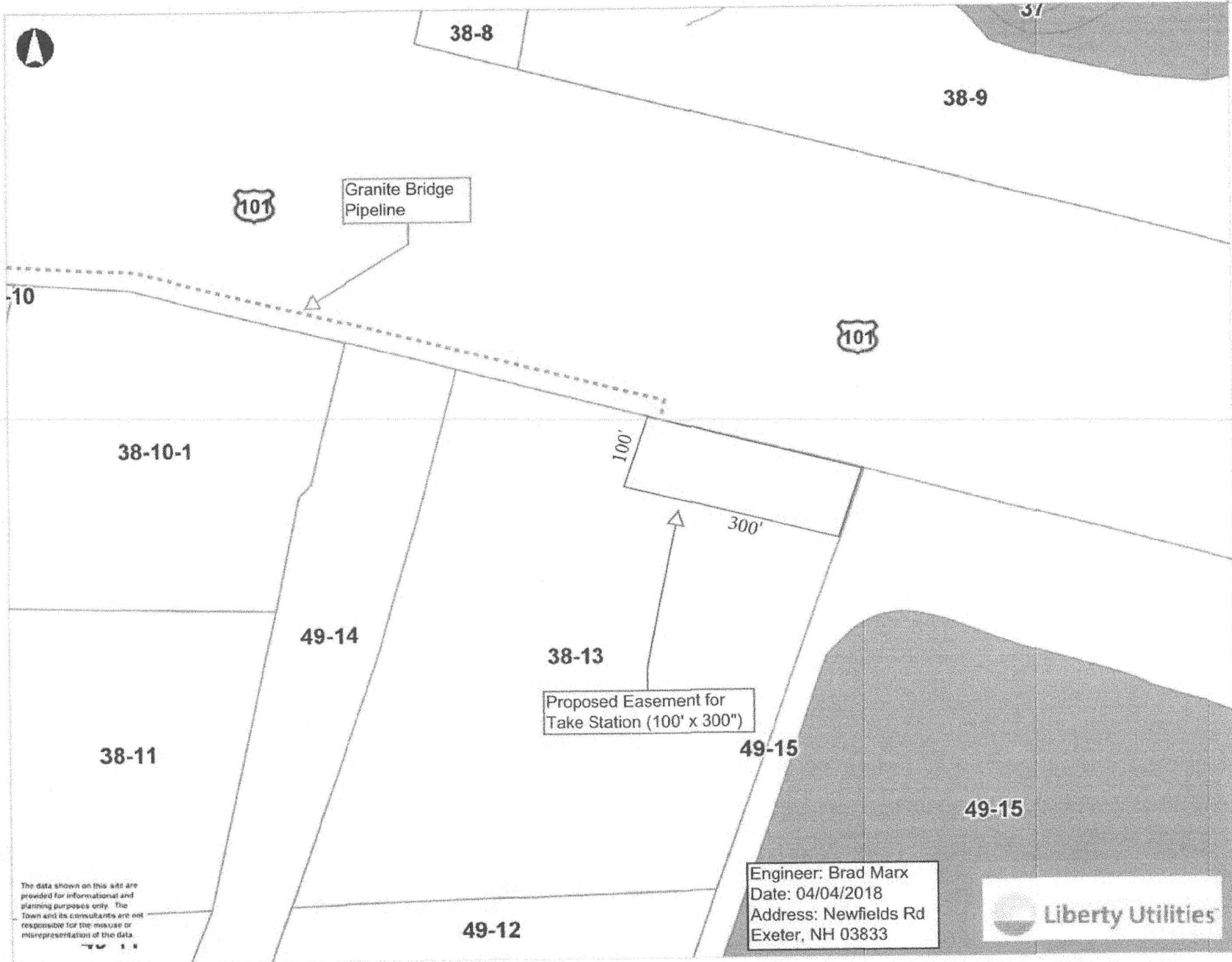
TENTH: For purposes of facilitating the construction of the permanent elements of this Easement, the Grantee shall also have the TEMPORARY RIGHT AND EASEMENT to have access to and to cut and remove trees from, and to excavate and grade, an area extending twenty-five (25) feet westerly, southerly, and easterly of the Gas Facilities Easement Area (the "Temporary Easement Area"). This TEMPORARY RIGHT AND EASEMENT shall expire upon completion of construction of the metering and regulator stations and Gas Facilities. Grantee covenants that, in the event the surface of the Temporary Easement Area is disturbed by Grantee or any party acting on behalf of Grantee, then Grantee, at its sole cost and expense and within a reasonable time, shall repair the surface of the Temporary Easement Area to a reasonable condition to include stump removal, grading, and appropriate plantings. Grantee shall offer any marketable timber removed from the Temporary Easement Area to Grantor at no cost.

The Easement shall be recorded at the Rockingham County Registry of Deeds and shall be binding on and burden and inure to the benefit of, respectively, the successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has caused this EASEMENT to be duly executed this  
\_\_\_\_ day of \_\_\_\_\_, 2018.



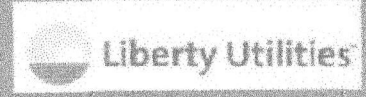
- Parcels
- NH Highways
  - Interstate
  - US Highway
  - State Highway
- Town Boundary
- Abutting Towns
- Streets (Updated September)
- Misc Streams
- Parcel Streams
- Open Water
- Buildings



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

Proposed Easement for Take Station (100' x 300")

Engineer: Brad Marx  
 Date: 04/04/2018  
 Address: Newfields Rd  
 Exeter, NH 03833



Meter stations are interconnection points that meter and regulate pressure between pipelines. These stations are fairly common infrastructure. There are presently 28 metering stations / pressure regulators in New Hampshire that connect other pipelines, including one in Manchester and three in Exeter. There is a smaller pressure regulator on the southwest end of the Public Works complex that interconnects to the Granite State Gas Transmission line.

The proposed Granite Bridge pipeline would receive natural gas through a meter station, which would be constructed on a 100' x 300' piece of property owned by the Town of Exeter. This property abuts the New Hampshire Department of Transportation right-of-way (NHDOT R.O.W) on Route 101 to the north and the R.O.W. for Enbridge's Joint Facilities transmission pipeline to the east. The meter station would consist of three small structures located within the 100' x 300' footprint. The meter station would connect the proposed Granite Bridge pipeline to the existing Joint Facilities transmission line.

Inlet piping would transport the natural gas from the Joint Facilities transmission line into a metering building, which would track the amount of gas being supplied to the Granite Bridge pipeline. From the metering building, the natural gas would enter a regulating building. The natural gas would be warmed, and then the pressure would be reduced using regulators. The pressure regulation produces some low-level noise that would not be louder than the sound of the traffic from Route 101.

Outlet piping would extend from the regulator building into the NHDOT R.O.W along Route 101, tying into and feeding the Granite Bridge pipeline. Connected to the outlet piping would be an above ground launcher and a receiver for a smart pig, which would be used to inspect the interior of the Granite Bridge pipeline.

Telecommunications equipment would be located in a separate small structure and would provide our Gas Control Center with continuous inlet and outlet pressure data. Trained staff at Liberty Utilities' Gas Control Center in Londonderry would monitor the pressures 24 hours a day, seven days a week. The entire property would be fenced in with only Liberty Utilities and Enbridge personnel allowed to enter. There would also be outside lighting in the event it is necessary to access the facility at night.

This meter station is currently proposed to be sited within the NHDOT R.O.W. in Stratham. Siting the station at this location in Exeter would reduce the length of the proposed Granite Bridge pipeline and eliminate the need to cross under the Squamscott River.

In 2017 Liberty Utilities installed a meter station in the Town of Pelham. This station connects to the existing Concord Lateral pipeline and will provide natural gas service to the residents and businesses of Pelham. The proposed station in Exeter would be very similar to the new station in Pelham.

**TOWN OF EXETER  
MEMORANDUM**

TO: Russ Dean, Town Manager  
CC: Doreen Chester, Finance Director, Select board  
FROM: Greg Bisson, Director of Parks and Recreation  
RE: Recreation Park Upgrade  
DATE: 7/13/2018

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Exeter Parks and Recreation strives to have the best facilities possible but there are two upgrades we are requesting use of impact fees as well as revolving fund fees.

The department would look to upgrade and reconstruct the softball fields to meet the heavy demand for the facility as well as create a safe playing surface that can be used after inclement weather. Field 2 was built as baseball field but the infield were removed and amendments were added to try to make the infields playable. While the Field 3 has a poor base with multiple layers of various infield mix causing it to poorly drain. This has caused delays for the start of the season as well as cancellation after inclement weather. The project would entail digging down the existent fill, removing it, creating a flat surface, putting in proper drainage, and topped with a product called Duraedge. This material is an engineered infield mix made locally and made for the New England weather. This product is used both professionally and collegiately. The upgrade would allow increased usage for both youth and adults. The cost of this project would be \$61,051.40. This work would be completed between the dates of August 20<sup>th</sup> and August 31<sup>st</sup>. The Exeter Area Adult Softball league has committed to allocate \$1,000 annually for the upkeep of these fields once the upgrades have been completed while allowing the department/league to organize tournaments to bring in additional revenue. We are requesting the use of Recreation Impact fees for this project.

The other project the department is looking to complete is a partnership with EYSA. The soccer field expansion was our first successful attempt with EYSA. Since the completion of this expansion, very little has been done beside routine maintenance and upkeep. Over the last 14 years, there have been thousands of children playing on those fields causing compaction issues (drainage). The project we are requesting to complete is a two phased development that will start in this summer and be completed in the spring of 2019. The work would entail coring the existing turf, top dress it with a sandy material that would relieve the drainage issues and then reseeded. EYSA has pledged to cover half the cost of the project. The total cost of this project would be \$16,921.60 in which EYSA would cover \$8,460.80. We are requesting the remaining balance come out of the revolving fund. The 2018 cost would be \$4,230.40.

We are recommending Sport Turf Specialties, Inc. from Wrentham, MA be selected for these projects. They come highly recommended from several of our recreation colleagues throughout New England and are experienced in these types of specialized projects. This investment to the facility would not impact any future expansion or renovation work that will be done at the 4 Hampton Rd. Property.

Respectfully Yours

Greg Bisson  
Director  
Exeter Parks and Recreation

SPORTS TURF SPECIALTIES, INC.  
 Wrentham, MA 02093  
 P - 508-384-1084 F - 508-384-2084

# Estimate

Date	Estimate #
5/23/18	8675

<b>Name / Address</b>
Town of Exeter NH Greg Bisson

ESTIMATES VALID FOR 60 DAYS

This estimate must be signed and returned to us before we can schedule your job. Your signature means you agree to the work, and will pay the invoice in a timely manner. The customer is required to locate and clearly identify all underground irrigation lines, heads and control valves, electrical and other buried objects. Sports Turf Specialties is not responsible for damage to unmarked or shallow objects, and must be notified of irrigation depth.

P.O. No.	JOB

Item	Description	Qty	Cost	Total
Baseball Field Re...	<p>Exeter Girls Softball located at Recreation Park</p> <p>This estimate is being submitted as a follow up to our conversation concerning the softball fields to be renovated at Recreation Park. Based on my current site evaluation and survey, both infield surfaces have multiple grading issues with the current infield mixes. For example, one is excessively high on the perimeter and as a result water is being funneled to localized areas, creating pooling and very wet conditions and the other one is just consistently low. Please Note: during field evaluation one of the fields currently have organic soil under the infield mix and it is imperative this soil be removed prior to rebuilding. However, the second field will have a surplus of good infield mix that can be reused to fill the void of the soil. Below outlines the work that will correct these issues with the prices reflected.</p> <p>1. Excavate entire infield starting with (back) Field II to the depth of 3". Materials will be stock piled in preparation for moving to front field. (Front) Field I will be excavated in a two stage process. First stage will be to remove top 4" of infield mix, second stage would be to remove soil to the depth of a suitable gravel material. All associated unsuitable soils will be transported to parking lot and loaded into trucks, then transported to town compost facility.</p>	1	24,735.00	24,735.00

**Total**

Signature *Greg Bisson*



SPORTS TURF SPECIALTIES, INC.  
 Wrentham, MA 02093  
 P - 508-384-1084 F - 508-384-2084

# Estimate

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Name / Address
Town of Exeter NH Greg Bisson

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P.O. No.	JOB

Item	Description	Qty	Cost	Total
	<p>2. Once unsuitable materials are removed from Field I , transporting, grading and compacting of existing infield mix from Field I and infield clay from Field II will be installed to the proper slope and elevation. At the completion of this phase both fields will be approximately 3" below finish grade.</p> <p>3. Remove 8" of grass around the entire perimeter of both infield skins. Remediation area will then be tilled and rough graded to the proper elevation. All waste materials from this process will be transported to the parking lot. All waste debris will be loaded and transported to off waste site waste facility provided by the Town of Exeter.</p> <p>4. All Survey and Layout to be done by Sports Turf Specialties. New Home plate, bases and pitching rubbers will be set to proper elevation and locations once project is completed</p> <p>5. Laser grade existing infield mix to the depth of 3" below finish elevation providing a uniform base that will mirror the final slope and grade . This process is done to insure there is a uniform thickness of new materials after installation, without contamination from existing materials below.</p> <p>6. Transport, install and rough grade 260 ton of Dura Edge Recreation blend over Field I &amp; 2 to the uniform depth of 3". This process includes lightly compacting during the entire process.</p> <p>7. Install and rough grade 40 yards of 3/8" sandy loam a around the perimeter of both fields.</p>			

**Total**

Signature *Greg Bisson*

SPORTS TURF SPECIALTIES, INC.  
 Wrentham, MA 02093  
 P - 508-384-1084 F - 508-384-2084

# Estimate

Date	Estimate #
5/23/18	8675

<b>Name / Address</b>
Town of Exeter NH Greg Bisson

ESTIMATES VALID FOR 60 DAYS


P.O. No.	JOB
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Item	Description	Qty	Cost	Total
	8. Final grade entire remediation area with a fully automated laser grader to within 1/4" of final proposed grades.			
	9. Rebuild Pitchers circle per specifications using Dura Pitch Premium Mound Clay around rubber and landing area.			
	10. Sod approximately 7,500 square feet of 100% Kentucky Blue Grass sod. Fertilizer, soil amendments and lime will be installed on the soil and on top of the sod.			
	11. Install Heritage Red Soil Conditioner, scarify and groom infield for game preparation.			
	Materials needed for this project, with Budgetary pricing reflected.			
DE Recreation Ble...	DuraEdge Recreational Blend for Softball (by the ton)	260	108.10	28,106.00
Sandy Loam	3/8" Sandy loam ( per yard )	40	28.80	1,152.00
Turface - Heritage	Heritage Turface 50 lb bag soil conditioner	120	12.61	1,513.20
DuraPitch Premiu...	Premium (Blue Bag) 50 lb bag	40	13.20	528.00
Sod Installation	100% Kentucky Blue Grass sod	7,500	0.50	3,750.00
Pitching Rubber, ...	Schutt Major League Pitching Rubber ( softball 43' )	2	96.00	192.00
Bases, Bolco Maj...	Major League bases	2	318.00	636.00

**Total**

Signature 

SPORTS TURF SPECIALTIES, INC.  
 Wrentham, MA 02093  
 P - 508-384-1084 F - 508-384-2084

# Estimate

Date	Estimate #
5/23/18	8675

<b>Name / Address</b>
Town of Exeter NH Greg Bisson

ESTIMATES VALID FOR 60 DAYS

P.O. No.	JOB

This estimate must be signed and returned to us before we can schedule your job. Your signature means you agree to the work, and will pay the invoice in a timely manner. The customer is required to locate and clearly identify all underground irrigation lines, heads and control valves, electrical and other buried objects. Sports Turf Specialties is not responsible for damage to unmarked or shallow objects, and must be notified of irrigation depth.

Item	Description	Qty	Cost	Total
Home Plate, Schut...	Schutt Bury All Home Plate	2	108.00	216.00
Steel Base Anchor	All Steel Base Anchor / concrete base / rubber plugs	3	33.60	100.80
25-0-12 Proscape ...	Lebanon 25-0-12 MESA + EXPO	2	38.70	77.40
Solu-Cal	Solu-Cal High Calcium Lime	3	15.00	45.00
Please note: This estimate doesn't include irrigation modification, prevailing wage or special permitting.				

<b>Total</b>	\$61,051.40
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Signature Greg Bisson

SPORTS TURF SPECIALTIES, INC.

20 Kenneth Miner Drive

Wrentham, MA 02093

P - 508-384-1084 F - 508-384-2084

# Estimate

Date	Estimate #
5/21/18	8707

<b>Name / Address</b>
Town of Exeter NH Greg Bisson

ESTIMATES VALID FOR 60 DAYS

P.O. No.	JOB
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This estimate must be signed and returned to us before we can schedule your job. Your signature means you agree to the work, and will pay the invoice in a timely manner. The customer is required to locate and clearly identify all underground irrigation lines, heads and control valves, electrical and other buried objects. Sports Turf Specialties is not responsible for damage to unmarked or shallow objects, and must be notified of irrigation depth.

Item	Description	Qty	Cost	Total
	Recreation Park Exeter NH			
	All outfield Areas Spring Service			
Top Dress & Load	Top dress & load-(2) John Deere tractors with Tycrop/Dakota topdresser	5	400.00	2,000.00
Topdressing Sand...	2MM Topdressing (Read Custom Soils) Heavy Rate	132	29.40	3,880.80
Aerator w/ Coring ...	Core Aerate with 3/4" Coring Tines 2.5" x 2.5" Spacing and up to 4" depth	5	350.00	1,750.00
Core Break-Up	Core Buster Drag Mat	1	0.00	0.00
Speed Seed	Speed seeder 1600/ 2100 Seed Injection System/Overseed 1" x 1" Spacing Spot Seed	1	175.00	175.00
STS 60/40	S.T.S 60 Kentucky Blue/40 Perennial Rye - by the pound	150	2.70	405.00
Mobilization	Mobilize of Trucks & Equipment	1	250.00	250.00
	Fall Service			
Top Dress & Load	Top dress & load-(2) John Deere tractors with Tycrop/Dakota topdresser	5	400.00	2,000.00
Topdressing Sand...	2MM Topdressing (	132	29.40	3,880.80
Aerator w/ Coring ...	Core Aerate with 3/4" Coring Tines 2.5" x 2.5" Spacing and up to 4" depth	5	350.00	1,750.00
Core Break-Up	Core Buster Drag Mat	1	0.00	0.00
Speed Seed	Speed seeder 1600/ 2100 Seed Injection System/Overseed 1" x 1" Spacing Spot Seed	1	175.00	175.00
STS 60/40	S.T.S 60 Kentucky Blue/40 Perennial Rye - by the pound	150	2.70	405.00
Mobilization	Mobilize of Trucks & Equipment	1	250.00	250.00

**Total** \$16,921.60

Signature





## NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Natural and Cultural Resources  
19 Pillsbury Street, Concord NH 03301-3570

603-271-3483

603-271-3485

FAX 603-271-3433 [preservation@dncr.nh.gov](mailto:preservation@dncr.nh.gov) Voice/TDD RELAY ACCESS 1-800-735-2964

## Instructions to Grantees

The following contract materials are needed from grantees to process your grant payment (details outlined below). Use this checklist to ensure that all appropriate materials are provided to the DHR:

- Grant Agreement*
- Certificate of Municipality*
- Scope of Work*
- Certificate of Insurance*
- SF-424B or Sf-424D (as appropriate)

### Item 1:

Municipalities should execute a Certificate of Municipality ***before*** the Grant Agreement is signed. This certificate designates who is authorized by the town or city to enter into agreements and contracts. **Dates are VERY IMPORTANT on this form! The date of the meeting of the town to accept the grant to appoint the legal signer *must be either before or the same day that you sign all the other grant documents (not after). Sign and notarize the Certificate of Municipalities before or on the same day you sign and notarize the grant agreement.* Keep a copy for your files.**

1. It is important that the person signing the Certificate of Municipalities be previously authorized to do so by the board.
2. Where the secretary or clerk is to sign, this must be the secretary or clerk of the town.

### Item 2:

#### Grant Agreement

After completing Step 1, execute the enclosed Grant Agreement. Sign and date the agreement in front of a notary ***so the dates are the same***. Keep one copy for your files and return one to the DHR.

### Item 4:

#### Scope of Work

Please submit a scope of work detailing the work to be accomplished under the grant as well as the name(s) of the contractor(s) doing the work.

**Item 5:**

**Certificate of Insurance**

This is the municipality's Certificate of Insurance, not the contractor for your proposed project. Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and fire and extended coverage insurance covering all property subject to in an amount not less than 80% of the whole replacement value of the property; and Workers' Compensation . *The policies shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire. The Contractor shall furnish to the Contracting Officer, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.*

Please have the Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301 listed as the additional certificate holder.

**Item 6:**

**SF-424 Series**

This is a series of forms from the Federal government that must be completed. The SF-424B is for non-construction projects and the SF-424D is for construction projects. They should be signed by the person authorized to enter into contracts with the State.

**If you have any questions, please contact Amy Dixon at [amy.dixon@dncr.nh.gov](mailto:amy.dixon@dncr.nh.gov) or 603-271-3485.**

GRANT AGREEMENT Grant # CLG-P18AS00073-04

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the Town of Exeter (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: July 1, 2018 – September 30, 2019
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$20,000 and apply it to the project(s) described in the grant application and approved budget referenced herein. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

An acknowledgement of National Park Service support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, in the form of the following statement:

**The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.**

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease.

3. PAYMENT will be made according to the schedule in section B of the attached appendices, following Governor and Executive Council Approval, if applicable.
4. FINAL REPORT: The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DIVISION HISTORICAL RESOURCES

\_\_\_\_\_  
Elizabeth Muzzey,  
State Historic Preservation Officer

\_\_\_\_\_  
Date  
Approved as to form, substance and execution:

\_\_\_\_\_  
Office of Attorney General                      Date

GRANTEE

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature  
Date \_\_\_\_\_

STATE OF NEW HAMPSHIRE, COUNTY OF  
The foregoing statement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public                      Commission Expires

## EXHIBIT A: SCOPE OF SERVICES

- A.1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
- A.2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards, as determined by the State Historic Preservation Officer, shall not be reimbursed.
- A.3. Scope, Products, and Schedule:
- (a) Scope and Products: These shall be as described in, and shall be performed and produced in accordance with, the Project Notification for this project (a copy of which is incorporated into this agreement as item A.4), as approved by the National Park Service, subject to any subsequent modifications or amendments which are approved in writing by the Division of Historical Resources and/or the National Park Service.
- (b) Schedule: Begin date: July 1, 2018 and end date: September 30, 2019.
- (c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Standards for Preservation Planning.
- A.4. The Project Notification for this project is attached and incorporated into Exhibit A.
- A.5. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.

## EXHIBIT B: GRANT PRICE AND METHOD OF PAYMENT

- B.1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit A above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed **Twenty Thousand Dollars (\$20,000)** subject to:
- (a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
- (b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
- (c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
- B.2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.



B.3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

B.4. **Invoices and progress reports shall be submitted to the Division of Historical Resources on a quarterly basis as follows:**

**October 31, 2018**

**January 31, 2019**

**April 30, 2019**

**July 31, 2019 Draft Product Due**

**September 30, 2019 Final Project Report/All Final Invoicing Received**

#### EXHIBIT C: SPECIAL PROVISIONS

C.1. The work performed pursuant to this Agreement is to be treated as non-federal matching share for a Historic Preservation Fund matching grant-in-aid from the National Park Service of the U.S. Department of the Interior, to the State of New Hampshire, by and through the Division of Historical Resources. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.

C.2. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant as soon as the Audit has been completed. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.

C.3. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.

C.4. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

C.5. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit C.

**CERTIFICATE FOR MUNICIPALITIES**

**I** *(insert name)* \_\_\_\_\_, **of** *(insert Municipality name)* \_\_\_\_\_, **do hereby certify to the following assertions:**

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
3. I am duly authorized to issue certificates with respect to the contents of such books:
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date *(insert meeting date)* \_\_\_\_\_.

**RESOLVED:** That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Cultural Resources providing for the performance by this Municipality of certain services as documented within the foregoing grant application, and that the official listed, *(document the title of the official authorizing the grant, and document the name of the individual filling that position)* \_\_\_\_\_, on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

**RESOLVED:** That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:

Municipality Mayor: \_\_\_\_\_

Municipality Clerk: \_\_\_\_\_

Municipality Treasurer: \_\_\_\_\_

**IN WITNESS WHEREOF:** As the Clerk/Secretary of this municipality, I sign below upon this date *(insert date of signing)* \_\_\_\_\_

Clerk/Secretary *(signature)* \_\_\_\_\_

In the State and County of: *(State and County names)* \_\_\_\_\_

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: \_\_\_\_\_, County of: \_\_\_\_\_

UPON THIS DATE *(insert full date)* \_\_\_\_\_, appeared before me *(print full name of notary)*

\_\_\_\_\_, the undersigned officer personally appeared *(Insert officers name)* \_\_\_\_\_ who acknowledged him/herself to be *(Insert the name of municipality)* \_\_\_\_\_ and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality

**In witness whereof I hereunto set my hand and official seal.** *(provide signature, seal and expiration of commission)* \_\_\_\_\_

# List for Select Board meeting July 23, 2018

## Excavation Tax

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83/1	Gilman St	104.48	2018
83/1	Gilman St	668.20	2017

## Abatement

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94/21	135 Court Street	3,162.22
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**List for Select Board's meeting July 23, 2018**

**Water / Sewer Department Abatement's**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Amount</u></b>
Edward Anderson	4 Hayes Park	\$162.92
Steve & Linda MacNeil	187B Front St.	\$149.64
Peter Helfer	2 Grandview Terr.	\$769.50
Nancy Cyr	20 First St.	\$148.31
Hartmann Oil	0 Colcord Pond Dr.	\$575.73

**Abatement Request – Water/Sewer Department**

Meeting Date: 7/9/18

**Applicant: Edward Anderson, 4 Hayes Park.**

**Property Description:** 4 Hayes Park is a single-family mobile home. The property is owned by Edward Anderson. Purchased the property in Spring 2016.

**Discussion:**

The Water & Sewer Department received an abatement request in June 2018. The Water & Sewer Department did not go to the home to do any investigation or leak checks, but did do data downloading from the meter. The leak was identified by the homeowner. Homeowner found a toilet running. The abatement request indicated the toilet was fixed once it was identified as the source of the usage.

**Conclusion:**

Based on the documented 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 Select Board wishes to grant the abatement for the water & sewer usage portion above the usage average, the calculated abatement amount is \$162.92 for a new bill total of \$404.32.

**Special Notes:**

\_\_\_\_\_  
Select Board Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accept Request: \_\_\_\_\_

Deny Request: \_\_\_\_\_

Chairperson Initials: \_\_\_\_\_

**Water & Sewer Abatement Receipt**

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

**Abatement Amounts:** \$162.92 (W/S)

**New bills total:** \$404.32 (W/S)

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

Town of Exeter



Water/Sewer Abatement Request Form

Please Print:

Full Name: Edward S. Anderson  
Mailing Address: 4 Hayes Park  
Exeter, N.H. 03833  
Service/Property Address: 4 Hayes Park  
Exeter, N.H. 03833

Today's Date: 6/18/18  
Account Number: 121210605  
Route Number: \_\_\_\_\_  
Phone Number: 603-273-2223

Utility Abatement Requested for: Water \_\_\_\_\_ Sewer \_\_\_\_\_ Water & Sewer \_\_\_\_\_  
Date of Bill: \_\_\_\_\_ Billing Period from \_\_\_\_\_ to \_\_\_\_\_ Amount of Bill: \$ 867.74

Owner's reason for the abatement request (Please be as specific as possible): I am 87 years old  
did not hear water running in property days by son  
discovered water running & fixed toilet. it now  
work good

Edward Anderson  
Signature of Applicant

6/18/18  
Date

\_\_\_\_\_  
Signature of Billing Office

\_\_\_\_\_  
Date

Do not write below this line

Reviewed by: \_\_\_\_\_ Date of Review: \_\_\_\_\_  
Comments: \_\_\_\_\_

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 3-- rates  
water \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_  
sewer \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_

Tier 2--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



**TOWN OF EXETER  
WATER AND SEWER COLLECTION**

10 FRONT STREET  
EXETER, NH 03833-2792  
For Billing Questions: (603)773-6157 7:00am -3:00 pm  
EMAIL: watersewerbilling@exeternh.gov

**FOR PAYMENT QUESTIONS  
(603) 773-6108**

8:15 AM - 4:00 PM

**Note to Residents:**

NEW 2018 WATER & SEWER RATES EFFECTIVE AS OF MARCH 2018

**Water**

Service Fee: \$40.50 per quarter  
Tier 1: \$8.12 per 1,000 gallons of use up to 21,000 gallons  
Tier 2: \$10.16 per 1,000 gallons of use 21,001 to 105,000 gallons  
Tier 3: \$12.19 per 1,000 gallons of use 105,001 gallons and above

**Sewer**

Service Fee: \$40.00 per quarter  
Tier 1: \$7.30 per 1,000 gallons of use up to 21,000 gallons  
Tier 2: \$9.13 per 1,000 gallons of use 21,001 to 105,000 gallons  
Tier 3: \$10.95 per 1,000 gallons of use 105,001 gallons and above

27 1 AV 0.375 P:27 / T:1 / S:



ANDERSON EDWARD  
ANDERSON NORENE  
4 HAYES PARK  
EXETER NH 03833-1861



**BILL DETAILS** 90 Days of Water Usage Previous Read Date: 02/20/2018 - Read Date: 05/21/2018

ACCOUNT NO.	BILLING PERIOD	BILLING CYCLE	METER READINGS		USAGE
			PREVIOUS	PRESENT	
121210655	02/20/2018 - 05/21/2018	Quarterly	51490	80920	29430

Your average daily use was 327 gallons  
BILL DATE:  
05/31/2018

BILLED TO:  
ANDERSON EDWARD

SERVICE ADDRESS:  
4 HAYES MOBILE HOME PK

Last Payment: \$223.56 made 04/03/2018

WATER CONSUMPTION	8.120		170.52
WATER CONSUMPTION	10.160		85.65
WATER SERVICE FEE			40.50
SEWER CONSUMPTION	7.300		153.30
SEWER CONSUMPTION	9.130		76.97
SEWER SERVICE FEE			40.00
INTEREST			0.01

TOTAL CURRENT CHARGES	\$	566.94
PAST DUE	\$	0.29

**12% ANNUAL INTEREST CHARGED  
IF NOT PAID BY DUE DATE.**

**TOTAL AMOUNT DUE \$ 567.24**

OWNER is liable for all water bills even if not received & OWNER is responsible for preventing service pipes & meter from freezing during cold weather.  
All water passing through meter will be charged, whether used, wasted, irrigation system malfunction or lost by leakage.  
If we are unable to gain access to meter, or if meter is not working properly, an estimated bill will be mailed.  
FAILURE to make payment may result in disconnection of service.

PLEASE SEPARATE REMITTANCE STUB AT THIS PERFORATION AND RETURN WITH PAYMENT



**TOWN OF EXETER  
WATER AND SEWER COLLECTION**

10 FRONT STREET  
EXETER, NH 03833-2792

**REMITTANCE STUB**

SERVICE LOC: 4 HAYES MOBILE HOME PK  
BILL#: 151783  
ACCOUNT NO.: 121210655  
AMOUNT DUE BY 06/29/2018 : \$567.24

MAKE CHECKS PAYABLE TO: TOWN OF EXETER  
Please include your account number on your check.

CHECK HERE FOR ADDRESS CHANGES AND COMPLETE REVERSE SIDE.

AMOUNT ENCLOSED

\$

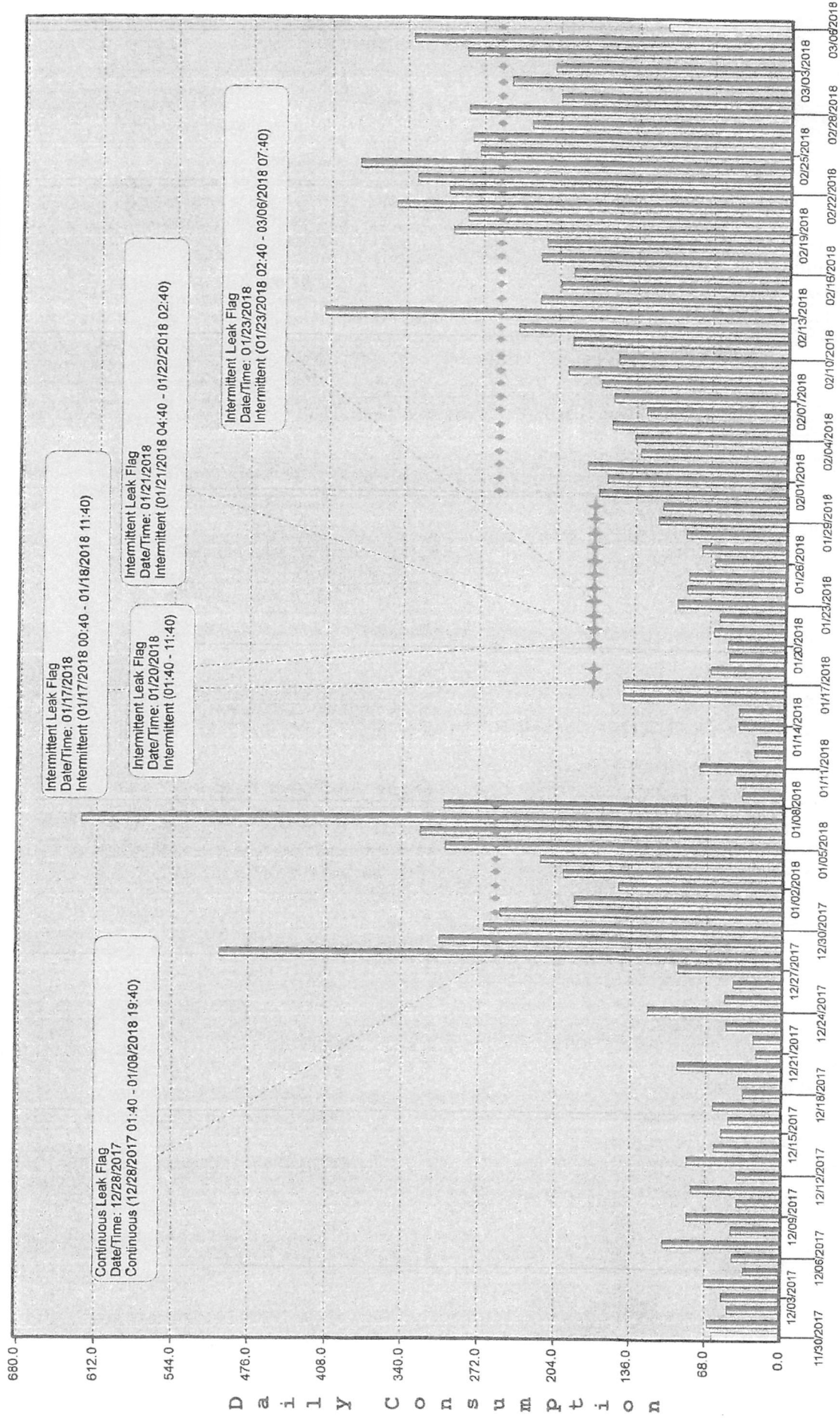
ANDERSON EDWARD  
ANDERSON NORENE  
4 HAYES PARK  
EXETER, NH 03833

|||||  
TOWN OF EXETER  
WATER AND SEWER COLLECTION  
PO BOX 9520  
MANCHESTER NH 03108-9520

24 0000151783 0000056724 6

N\_SIGH1 ...0 Report  
E-Code R9001 Data Logging Report  
MIU#: 1834547080 Acct: Unknown Mtr #: 1834547080 Addr: 4 HAYES MOBILE HOME PK for 1/30/2017 through 03/06/2018, WATER, 5/8" - 1" T-10, GALLONS

◆ Minor Reverse Flow Flag    ★ Major Reverse Flow Flag    ✦ Intermittent Leak Flag    ◆ Continuous Leak Flag



Interval (Daily)



N\_SIGHT R900 Repd  
Data Logging Report Daily  
MIU ID: 1834547080      Meter Combination: WATER, 5/8" - 1" T-10, GALLONS  
Interval Date Range: 11/30/2017 - 03/06/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
02/16/2018	50554.6	190.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/17/2018	50877.5	219.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/18/2018	51025.6	214.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/19/2018	51399.5	297.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/20/2018	51648.8	285.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
02/21/2018	52025.6	348.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/22/2018	52328.2	301.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/23/2018	52374.0	329.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/24/2018	53039.1	381.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/25/2018	53158.2	275.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/26/2018	53588.5	281.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/27/2018	53748.3	228.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/28/2018	54113.3	285.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
03/01/2018	54301.6	204.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
03/02/2018	54568.9	246.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
03/03/2018	54772.7	209.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
03/04/2018	54809.4	286.3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
03/05/2018	55381.8	333.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
03/06/2018	55511.8	109.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**N\_SIGHT R900 Repo**  
**Data Logging Report Daily**  
 MIU ID: 1834547080      Meter Combination: WATER, 5/8" - 1" T-10, GALLONS  
 Interval Date Range: 11/30/2017 - 03/06/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
01/08/2018	45888.8	301.3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/09/2018	45947.3	37.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/10/2018	45979.7	42.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/11/2018	46063.9	74.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/12/2018	46090.3	26.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/13/2018	46115.0	24.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/14/2018	46155.8	41.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/15/2018	46156.8	41.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/16/2018	46330.9	144.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/17/2018	46428.4	143.9	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/18/2018	46552.0	66.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/19/2018	46577.5	49.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/20/2018	46652.4	51.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
01/21/2018	46713.5	63.2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/22/2018	46773.8	58.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/23/2018	46864.7	96.3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/24/2018	46883.3	87.5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/25/2018	47044.1	87.2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/26/2018	47105.4	63.9	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/27/2018	47118.0	75.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/28/2018	47270.9	89.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/29/2018	47316.4	114.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/30/2018	47495.0	110.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
01/31/2018	47559.4	166.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/01/2018	47820.1	158.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/02/2018	47987.4	177.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/03/2018	48124.2	131.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/04/2018	48261.4	136.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/05/2018	48293.5	154.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/06/2018	48543.6	126.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/07/2018	48614.0	154.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/08/2018	48855.0	165.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/09/2018	48989.0	195.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/10/2018	49209.6	150.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/11/2018	49377.1	191.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/12/2018	49633.5	239.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
02/13/2018	50050.0	410.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/14/2018	50078.9	220.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02/15/2018	50473.4	203.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**N\_SIGHT R900 Repc**  
**Data Logging Report Daily**  
 MIU ID: 1834547080      Meter Combination: WATER, 5/8" - 1" T-10, GALLONS  
 Interval Date Range: 11/30/2017 - 03/06/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
11/30/2017	40716.7	61.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/01/2017	40723.0	65.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/02/2017	40828.7	46.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/03/2017	40834.7	51.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/04/2017	40948.5	67.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/05/2017	40969.4	32.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/06/2017	41023.1	43.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/07/2017	41120.3	105.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/08/2017	41161.9	44.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/09/2017	41258.2	84.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/10/2017	41260.3	39.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/11/2017	41366.0	79.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/12/2017	41387.1	40.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/13/2017	41496.1	84.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/14/2017	41553.7	60.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/15/2017	41612.0	53.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/16/2017	41662.3	47.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/17/2017	41723.2	60.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/18/2017	41758.0	34.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/19/2017	41760.2	38.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/20/2017	41887.7	93.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/21/2017	41900.0	22.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/22/2017	41936.9	25.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/23/2017	41961.6	49.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/24/2017	42105.7	119.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/25/2017	42148.3	51.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/26/2017	42200.1	42.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/27/2017	42285.0	93.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/28/2017	42329.1	500.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12/29/2017	43088.3	305.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12/30/2017	43170.2	266.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12/31/2017	43609.2	251.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
01/01/2018	43718.6	186.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
01/02/2018	43940.4	146.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
01/03/2018	44125.1	196.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
01/04/2018	44354.3	216.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
01/05/2018	44652.2	300.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
01/06/2018	44698.6	322.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
01/07/2018	45554.0	622.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Abatement Request – Water/Sewer Department**

Meeting Date: 7/23/18

**Applicant: Peter Helfer, 2 Grandview Terrace.**

**Property Description:** 2 Grandview Terrace is a single-family home. The property is owned by Peter Helfer.

**Discussion:**

The Water & Sewer Department received an abatement request in July 2018. The Water & Sewer Department did not go to the home to do any investigation or leak checks, but did do data downloading from the meter. No leak was identified. The abatement request indicated the water use should have been minimal due to the owners being abroad.

**Conclusion:**

Based on the documented abatement request, the Water & Sewer Department believes a leak occurred on the property. Select board policy In the event that a customer cannot determine the source or cause of the abnormally high consumption, the customer is required to hire a private licensed plumber to assist the customer in trying to determine said source or cause. If the plumber is unable to determine the source or cause of the abnormally high consumption, the Town can only speculate that the customer has located and repaired or corrected said source. If the customer claims that said source never existed, the Town shall test the meter and make an adjustment to the bill in accordance with NHPUC requirements for meters found to be over-recording. If the meter test reveals an accurate or under-recording meter, the customer shall be held responsible for the entire bill plus the cost of meter testing and shipping/handling. If the Select Board wishes to grant the abatement for the water & sewer usage portion above the usage average, the calculated abatement amount is \$769.50 for a new bill total of \$870.69.

**Special Notes:**

The son would check on the home a few times while owner was abroad.

---

Select Board Review: \_\_\_\_\_

Accept Request: \_\_\_\_\_

Deny Request: \_\_\_\_\_

Chairperson Initials: \_\_\_\_\_

**Water & Sewer Abatement Receipt**

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

**Abatement Amounts:** \$769.50 (W/S)

**New bills total:** \$870.69 (W/S)

BOS Signature: \_\_\_\_\_

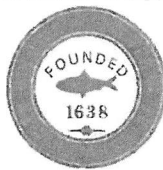
BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

Town of Exeter



Water/Sewer Abatement Request Form

Please Print:

Full Name: PETER HELFER
Mailing Address: 2 GRANDVIEW TER EXETER, NH 03833
Service/Property Address: SAME

Today's Date: 7-13-2018
Account Number: 131356800
Route Number:
Phone Number: 603 778 1260

Utility Abatement Requested for: Water Sewer Water & Sewer X
Date of Bill: 5-31-2018 Billing Period from 4/20/18 to 6/21/18 Amount of Bill: \$ 1640.19

Owner's reason for the abatement request (Please be as specific as possible): We had to travel abroad and because of fall of 91 year old mother (with fractures) of my wife Adriana's mother, stay abroad was extended. I and wife were away from 3/12 to 7-9. My son who lives in Boston visited very shortly a few times.

Signature of Applicant

Date 7-13-2018

continues separate page...

Signature of Billing Office

Date

Do not write below this line

Reviewed by: Date of Review:
Comments:

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 Tier 3-- rates
water gal \* \$ /1000 gal = \$ water gal \* \$ /1000 gal = \$
sewer gal \* \$ /1000 gal = \$ sewer gal \* \$ /1000 gal = \$
Tier 2-- 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

2nd page - Town of Exeter - Water/Sewer Abatement Request Form

from Peter Helfer

7-13-2018

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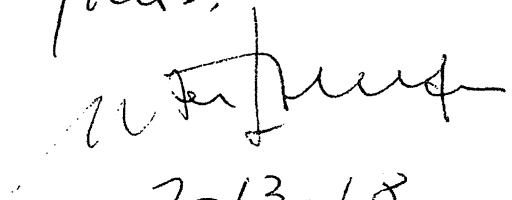
During the period we were away March 12, and returning on July 10th, virtually no water was used except brief occasions of our son's brief visits.

We were here between February 20th and March 12th and cannot recall any water problem.

We checked with the person who mows our grass and he did not observe anything abnormal over the period.

Also our son did not notice any problem, and on our return we checked all faucets and toilets, also used the leak indicator ~~tablet~~ STRIPS, and nothing unusual was seen and no leaks.

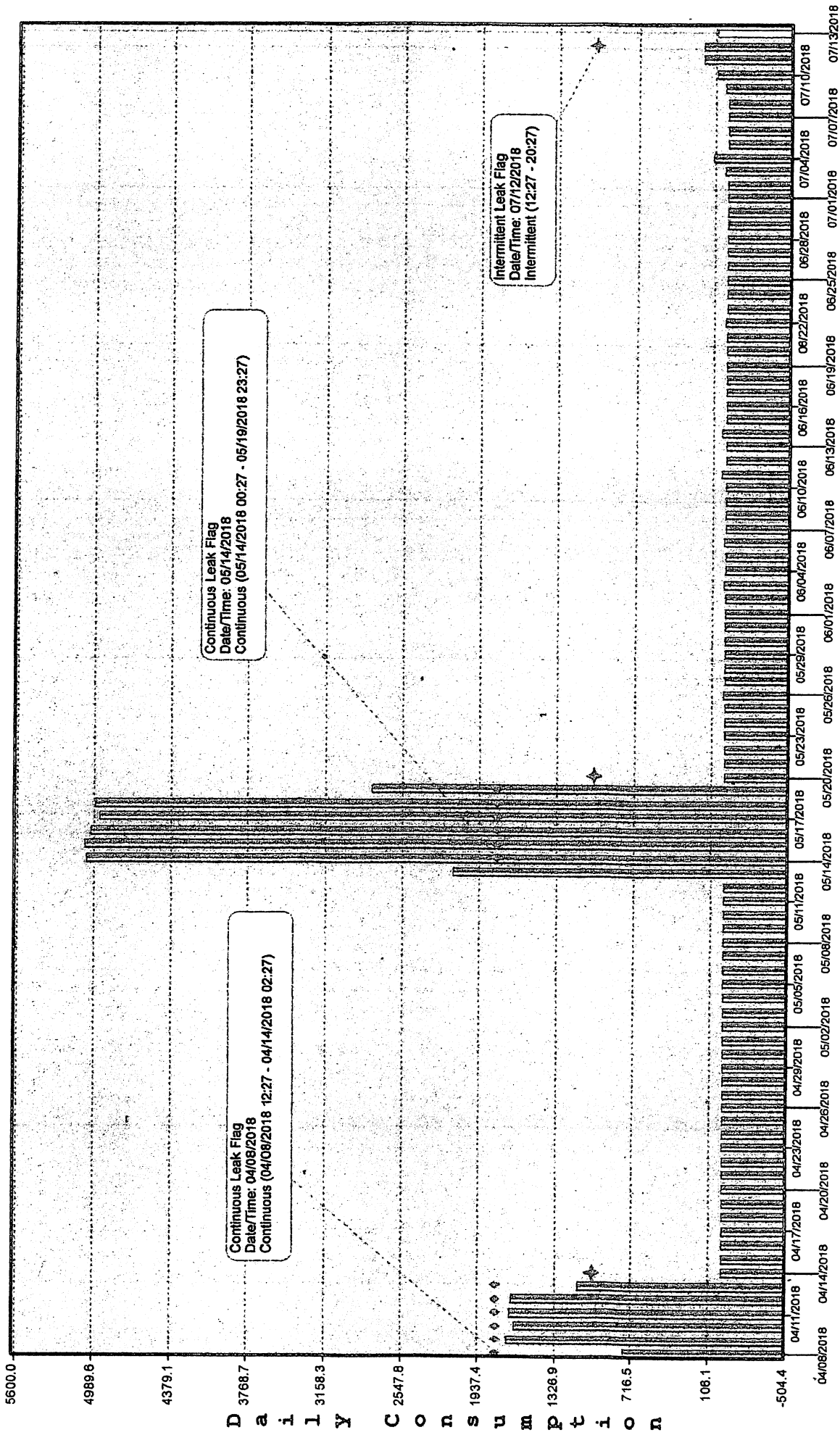
Yours,



7-13-18

N\_SIGHT v300 Report  
E-Coder R9001 Data Logging Report  
MIU#: 1834693747 Acct: Unknown Mtr #: 1834693747 Addr: 2 GRANDVIEW TERRACE for 06/08/2018 through 07/13/2018, WATER, 5/8" - 1" T-10, GALLONS

Minor Reverse Flow Flag    Major Reverse Flow Flag    Intermittent Leak Flag    Continuous Leak Flag



Interval (Daily)

N\_SIGHT R900 Repo.  
Data Logging Report Daily

MIU ID: 1834693747

Meter Combination: WATER, 5/8" - 1" T-10, GALLONS

Interval Date Range: 04/08/2018 - 07/13/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
04/08/2018	271504.0	767.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
04/09/2018	271711.2	1697.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
04/10/2018	274848.8	1642.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
04/11/2018	275459.5	1677.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
04/12/2018	278195.8	1668.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
04/13/2018	279216.5	1145.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
04/14/2018	279406.2	0.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/15/2018	279406.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/16/2018	279406.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/17/2018	279406.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/18/2018	279406.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/19/2018	279406.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/20/2018	279406.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/21/2018	279406.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/22/2018	279408.8	2.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/23/2018	279408.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/24/2018	279408.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/25/2018	279408.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/26/2018	279408.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/27/2018	279408.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/28/2018	279408.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/29/2018	279408.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/30/2018	279408.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/01/2018	279408.8	2.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/02/2018	279410.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/03/2018	279410.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/04/2018	279410.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/05/2018	279410.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/06/2018	279410.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/07/2018	279410.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/08/2018	279410.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/09/2018	279410.7	-0.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/10/2018	279410.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/11/2018	279410.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/12/2018	279410.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/13/2018	281346.5	2135.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/14/2018	286376.2	5032.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/15/2018	286989.5	5042.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
05/16/2018	296425.0	4997.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



N\_SIGHT R900 Repd  
Data Logging Report Daily  
MIU ID: 1834693747      Meter Combination: WATER, 5/8" - 1" T-10, GALLONS  
Interval Date Range: 04/08/2018 - 07/13/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
05/17/2018	298265.5	4925.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
05/18/2018	306306.9	4959.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
05/19/2018	309277.5	2774.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/20/2018	309277.5	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/21/2018	309277.5	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/22/2018	309277.5	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/23/2018	309277.4	-0.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/24/2018	309277.4	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/25/2018	309277.4	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/26/2018	309277.4	5.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/27/2018	309283.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/28/2018	309283.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/29/2018	309283.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/30/2018	309283.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/31/2018	309283.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/01/2018	309283.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/02/2018	309283.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/03/2018	309288.8	5.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/04/2018	309288.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/05/2018	309288.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/06/2018	309297.8	9.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/07/2018	309297.8	-0.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/08/2018	309297.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/09/2018	309297.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/10/2018	309297.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/11/2018	309327.3	29.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/12/2018	309327.3	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/13/2018	309327.3	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/14/2018	309327.3	36.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/15/2018	309364.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/16/2018	309364.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/17/2018	309364.4	0.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/18/2018	309364.4	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/19/2018	309364.4	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/20/2018	309364.4	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/21/2018	309364.4	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/22/2018	309370.2	5.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/23/2018	309370.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/24/2018	309370.2	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

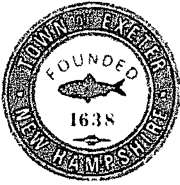
N\_SIGHT R900 Repo.  
Data Logging Report Daily

MIIU ID: 1834693747

Meter Combination: WATER, 5/8" - 1" T-10, GALLONS

Interval Date Range: 04/08/2018 - 07/13/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
06/25/2018	309370.2	3.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/26/2018	309374.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/27/2018	309374.1	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/28/2018	309375.8	1.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/29/2018	309375.8	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
06/30/2018	309375.8	4.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/01/2018	309379.9	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/02/2018	309379.9	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/03/2018	309403.4	26.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/04/2018	309439.7	109.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/05/2018	309518.4	2.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/06/2018	309521.0	2.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/07/2018	309523.6	2.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/08/2018	309526.6	3.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/09/2018	309526.6	16.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/10/2018	309627.5	84.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/11/2018	309644.9	196.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/12/2018	310010.7	191.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/13/2018	310106.4	91.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**TOWN OF EXETER  
WATER AND SEWER COLLECTION**

10 FRONT STREET  
EXETER, NH 03833-2792  
For Billing Questions: (603)773-6157 7:00am -3:00 pm  
EMAIL: watersewerbilling@exeternh.gov

**FOR PAYMENT QUESTIONS  
(603) 773-6108**

8:15 AM - 4:00 PM

**Note to Residents:**

NEW 2018 WATER & SEWER RATES EFFECTIVE AS OF MARCH 2018

**Water**

Service Fee: \$40.50 per quarter  
Tier 1: \$8.12 per 1,000 gallons of use up to 21,000 gallons  
Tier 2: \$10.16 per 1,000 gallons of use 21,001 to 105,000 gallons  
Tier 3: \$12.19 per 1,000 gallons of use 105,001 gallons and above

**Sewer**

Service Fee: \$40.00 per quarter  
Tier 1: \$7.30 per 1,000 gallons of use up to 21,000 gallons  
Tier 2: \$9.13 per 1,000 gallons of use 21,001 to 105,000 gallons  
Tier 3: \$10.95 per 1,000 gallons of use 105,001 gallons and above

558 1 AV 0.375 P:558 / T:3 / S:



HELPER PETER  
2 GRANDVIEW TER  
EXETER NH 03833-4606



**BILL DETAILS** 90 Days of Water Usage Previous Read Date: 02/20/2018 - Read Date: 05/21/2018

ACCOUNT NO.	BILLING PERIOD	BILLING CYCLE	METER READINGS		USAGE
			PREVIOUS	PRESENT	
131356800	02/20/2018 - 05/21/2018	Quarterly	223250	309270	86020

Your average daily use was 955.78 gallons  
BILL DATE:  
05/31/2018

BILLED TO:

WATER CONSUMPTION	8.120	\$	170.52
WATER CONSUMPTION	10.160	\$	660.60
WATER SERVICE FEE		\$	40.50
SEWER CONSUMPTION	7.300	\$	153.30
SEWER CONSUMPTION	9.130	\$	593.63
SEWER SERVICE FEE		\$	40.00

SERVICE ADDRESS:  
2 GRANDVIEW TERRACE

Last Payment: \$300.00 made 03/07/2018

TOTAL CURRENT CHARGES	\$	1,658.55
CREDIT	\$	-18.36

**12% ANNUAL INTEREST CHARGED  
IF NOT PAID BY DUE DATE.**

**TOTAL AMOUNT DUE \$ 1,640.19**

OWNER is liable for all water bills even if not received & OWNER is responsible for preventing service pipes & meter from freezing during cold weather.  
All water passing through meter will be charged, whether used, wasted, irrigation system malfunction or lost by leakage.  
If we are unable to gain access to meter, or if meter is not working properly, an estimated bill will be mailed.  
FAILURE to make payment may result in disconnection of service.

PLEASE SEPARATE REMITTANCE STUB AT THIS PERFORATION AND RETURN WITH PAYMENT



**TOWN OF EXETER  
WATER AND SEWER COLLECTION**  
10 FRONT STREET  
EXETER, NH 03833-2792

**REMITTANCE STUB**

SERVICE LOC: 2 GRANDVIEW TERRACE  
BILL#: 152438  
ACCOUNT NO.: 131356800  
AMOUNT DUE BY 06/29/2018 : \$1,640.19

MAKE CHECKS PAYABLE TO: TOWN OF EXETER  
Please include your account number on your check.

AMOUNT ENCLOSED

\$

CHECK HERE FOR ADDRESS CHANGES AND COMPLETE REVERSE SIDE.

HELPER PETER  
2 GRANDVIEW TERRACE  
EXETER, NH 03833

|||||  
TOWN OF EXETER  
WATER AND SEWER COLLECTION  
PO BOX 9520  
MANCHESTER NH 03108-9520

24 0000152438 0000164019 0

**Abatement Request – Water/Sewer Department**

Meeting Date: 7/23/18

**Applicant: Nancy M. Cyr, 20 First Street.**

**Property Description:** 20 First Street is a single-family manufactured home. The property is owned by Nancy Cyr.

**Discussion:**

The Water & Sewer Department received an abatement request in June 2018. The Water & Sewer Department did not go to the home to do any investigation or leak checks, but did do data downloading from the meter. The resident was away in California, and had the water turned on by Terry’s Home Service. The meter was sent out to be tested for meter reading accuracy.

**Conclusion:**

Based on the documented abatement request, the Water & Sewer Department believes a leak occurred on the property. Select board policy states in the event that a customer cannot determine the source or cause of the abnormally high consumption, the customer is required to hire a private licensed plumber to assist the customer in trying to determine said source or cause. If the plumber is unable to determine the source or cause of the abnormally high consumption, the Town can only speculate that the customer has located and repaired or corrected said source. If the customer claims that said source never existed, the Town shall test the meter and make an adjustment to the bill in accordance with NHPUC requirements for meters found to be over-recording. If the meter test reveals an accurate or under-recording meter, the customer shall be held responsible for the entire bill plus the cost of meter testing and shipping/handling. If the Select Board wishes to grant the abatement for the water & sewer usage portion above the usage average, the calculated abatement amount is \$148.31 for a new bill total of \$234.27.

**Special Notes:**

---

Select Board Review: \_\_\_\_\_

Accept Request: \_\_\_\_\_

Deny Request: \_\_\_\_\_

Chairperson Initials: \_\_\_\_\_

**Water & Sewer Abatement Receipt**

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

**Abatement Amounts:** \$148.31 (W/S)

**New bills total:** \$234.27 (W/S)

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

Town of Exeter



Water/Sewer Abatement Request Form

Please Print:

Full Name: Nancy M. Cyr
Mailing Address: 30 1st St.
EXETER N.H. 03833
Service/Property Address:

Today's Date: 6/11/18
Account Number: 131374372
Route Number:
Phone Number: 603-365-7458 cel.

Utility Abatement Requested for: Water 159.07 Sewer 143.01 Water & Sewer 202.08
Date of Bill: 5/21/2018 Billing Period from 2/26/18 to 5/21/18 Amount of Bill: \$ 382.58

Owner's reason for the abatement request (Please be as specific as possible): I was in Cal. for the winter. I didn't get back until 5/11/18 at eleven at night. Terry's Home Service turned my water on 5/5/18 and he said I had no leaks & no water under my house. I've been going to Cal. for years and nothing like this has happened before.

Nancy M. Cyr
Signature of Applicant

6/11/18
Date

Signature of Billing Office

Date

Do not write below this line

Reviewed by: Date of Review:
Comments:

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 Tier 3-- rates
water gal \* \$ /1000 gal = \$ water gal \* \$ /1000 gal = \$
sewer gal \* \$ /1000 gal = \$ sewer gal \* \$ /1000 gal = \$
\$ \$

Tier 2--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

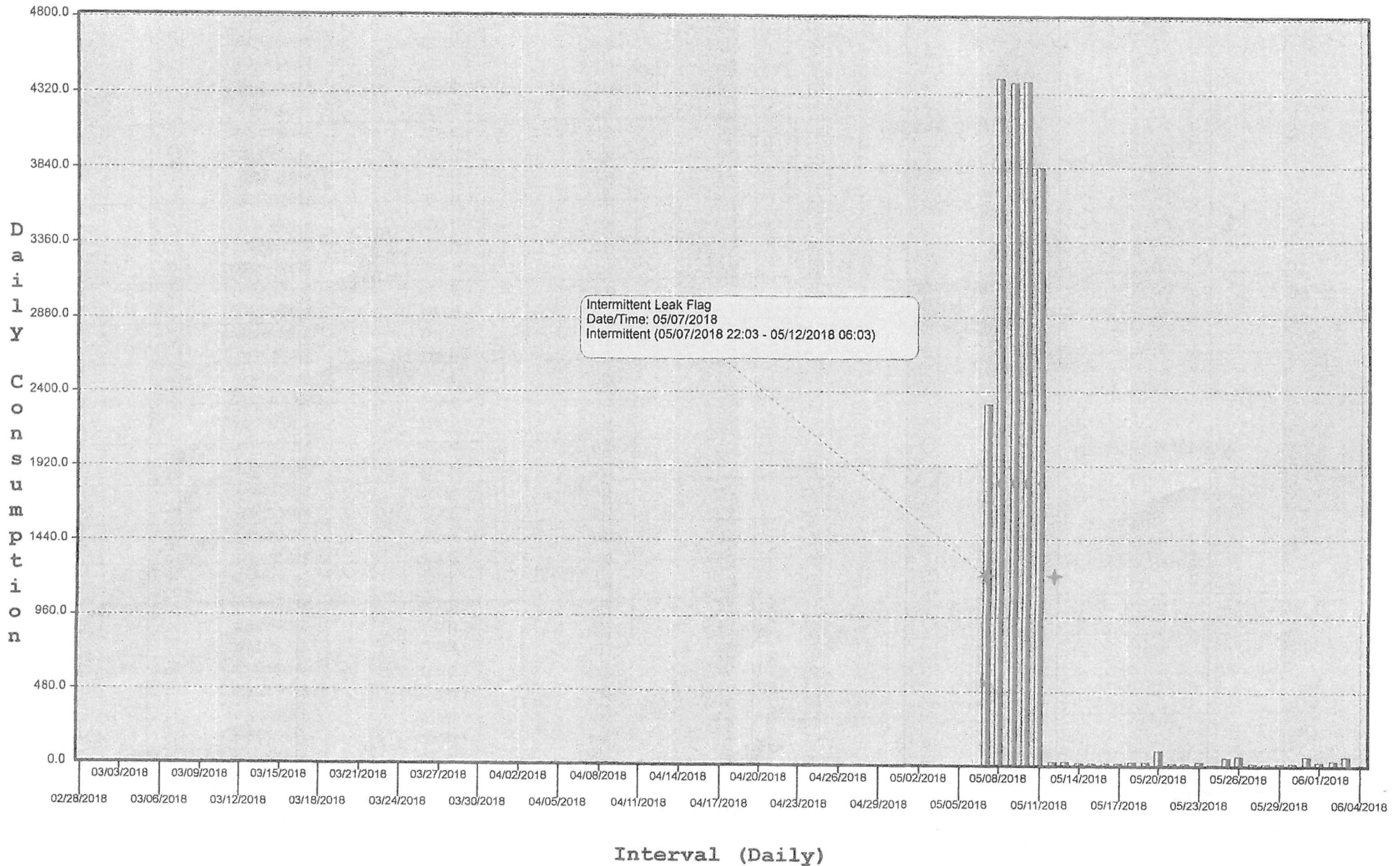
Date



N\_SIGHT R900 Report  
E-Coder R900I Data Logging Report

MIU#: 1834513878 Acct: Unknown Mtr #: 1834513878 Addr: 20 FIRST STREET for 02/28/2018 through 06/04/2018, WATER, 5/8" - 1" T-10, GALLONS

Minor Reverse Flow Flag    Major Reverse Flow Flag    Intermittent Leak Flag    Continuous Leak Flag



N\_SIGHT R900 Repo

MIU ID: 1834513878  
Meter Combination: WATER, 5/8" - 1" T-10, GALLONS

Interval Date Range: 02/28/2018 - 06/04/2018

Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
04/08/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/09/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/10/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/11/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/12/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/13/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/14/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/15/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/16/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/17/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/18/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/19/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/20/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/21/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/22/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/23/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/24/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/25/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/26/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/27/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/28/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/29/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/30/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/01/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/02/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/03/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/04/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/05/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/06/2018	27296.7	0.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/07/2018	27620.4	2308.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/08/2018	33843.9	4403.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/09/2018	37890.0	4375.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/10/2018	42606.4	4387.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/11/2018	46602.9	3832.2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/12/2018	46602.9	24.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/13/2018	46651.8	24.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/14/2018	46664.6	18.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/15/2018	46685.2	14.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/16/2018	46698.8	14.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

} 4403.1  
4375.1  
4387.8  
3832.2

\*All time intervals are represented in standard time.





**Abatement Request – Water/Sewer Department**

Meeting Date: 7/23/18

**Applicant: Hartmann Oil, Colcord Pond Drive.**

**Property Description:** Hartmann Oil is a commercial business. The property is owned by Bailey Capital Holdings.

**Discussion:**

The Water & Sewer Department received an abatement request in June 2018. The Water & Sewer Department did not go to the residence to do any investigation, leak checks, or conduct any data downloading from the meter. The leak was identified by the homeowner. Homeowner found an underground leak in the bathroom.

**Conclusion:**

Based on the documented 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 Select Board wishes to grant the abatement for the water & sewer usage portion above the usage average, the calculated abatement amount is \$575.73 for a new bill total of \$667.90.

**Special Notes:**

---

Select Board Review: \_\_\_\_\_

Accept Request: \_\_\_\_\_

Deny Request: \_\_\_\_\_

Chairperson Initials: \_\_\_\_\_

**Water & Sewer Abatement Receipt**

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

**Abatement Amounts:** \$575.73 (W/S)

**New bills total:** \$587.40 (W/S)

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

Town of Exeter



Water/Sewer Abatement Request Form

Please Print:

Full Name: Hartmann Oil  
Mailing Address: P.O. Box 1068  
Exeter NH 03833  
Service/Property Address: Colcord Pond Dr  
Exeter NH 03833

Today's Date: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Route Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Utility Abatement Requested for: Water \_\_\_\_\_ Sewer \_\_\_\_\_ Water & Sewer   
Date of Bill: 4-18-18 Billing Period from 1-19-18 to 4-14-18 Amount of Bill: \$ 1,243.63

Owner's reason for the abatement request (Please be as specific as possible):  
Normal bill are \$200.00 per period.  
This was due to underground leak in the bath room.  
not visible to daily use.

[Signature]  
Signature of Applicant Date 7-5-18

\_\_\_\_\_  
Signature of Billing Office Date \_\_\_\_\_

Do not write below this line

Reviewed by: \_\_\_\_\_ Date of Review: \_\_\_\_\_  
Comments: \_\_\_\_\_

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 Tier 3-- rates  
water \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_ water \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_  
sewer \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_ sewer \_\_\_\_\_ gal \* \$ \_\_\_\_\_ /1000 gal = \$ \_\_\_\_\_  
Tier 2-- 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 \_\_\_\_\_

Run: 7/10/18 8:52AM

### Meter History

Page: 1

Start Date

Town of Exeter

PrintMeterHist

End Date 12/31/2099

Name: HARTMANN OIL

Acct#: 000323219750

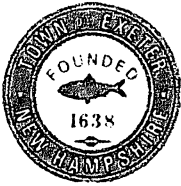
Loc: COLCORD POND DRIVE

Meter# 1850295773

*4 quarter  
for 2017*

*all*

Read Date	Prev Read	Reading	Usage	Est
4/18/2018	70,890	135,400	64,510	N
1/19/2018	59,900	70,890	10,990	N
10/19/2017	55,220	59,900	4,680	N
7/19/2017	50,270	55,220	4,950	N
4/19/2017	45,220	50,270	5,050	N
1/19/2017	40,630	45,220	4,590	N
10/19/2016	35,580	40,630	5,050	N
7/19/2016	30,010	35,580	5,570	N
4/19/2016	13,030	30,010	16,980	N
1/21/2016	6,110	13,030	6,920	N
10/21/2015	0	6,110	6,110	N
<b>Meter Total:</b>			135,400	
<b>Acct Total</b>			135,400	



**TOWN OF EXETER  
WATER AND SEWER COLLECTION**

10 FRONT STREET  
EXETER, NH 03833-2792  
For Billing Questions: (603)773-6157 7:00am -3:00 pm  
EMAIL: watersewerbilling@exeternh.gov

**FOR PAYMENT QUESTIONS  
(603) 773-6108  
8:15 AM - 4:00 PM**

232 1 AV 0.375 P:232 / T:1 / S:



HARTMANN OIL  
PO BOX 1068  
EXETER NH 03833-1068



**Note to Residents:**

NEW 2018 WATER & SEWER RATES EFFECTIVE AS OF MARCH 2018

**Water**

Service Fee: \$40.50 per quarter  
Tier 1: \$8.12 per 1,000 gallons of use up to 21,000 gallons  
Tier 2: \$10.16 per 1,000 gallons of use 21,001 to 105,000 gallons  
Tier 3: \$12.19 per 1,000 gallons of use 105,001 gallons and above

**Sewer**

Service Fee: \$40.00 per quarter  
Tier 1: \$7.30 per 1,000 gallons of use up to 21,000 gallons  
Tier 2: \$9.13 per 1,000 gallons of use 21,001 to 105,000 gallons  
Tier 3: \$10.95 per 1,000 gallons of use 105,001 gallons and above

**BILL DETAILS** 89 Days of Water Usage Previous Read Date: 01/19/2018 - Read Date: 04/18/2018

ACCOUNT NO.	BILLING PERIOD	BILLING CYCLE	METER READINGS		USAGE
			PREVIOUS	PRESENT	
323219750	01/19/2018 - 04/18/2018	Quarterly	70890	135400	64510

Your average daily use was 724.83 gallons  
BILL DATE:  
04/30/2018

BILLED TO:

WATER CONSUMPTION	8.120		170.52
WATER CONSUMPTION	10.160	\$\$\$	442.06
WATER SERVICE FEE		\$\$\$	40.50
SEWER CONSUMPTION	7.300	\$\$\$	153.30
SEWER CONSUMPTION	9.130	\$\$\$	397.25
SEWER SERVICE FEE		\$	40.00

SERVICE ADDRESS:  
COLCORD POND DRIVE

Last Payment: \$215.22 made 02/12/2018

TOTAL CURRENT CHARGES	\$	1,243.63
PREVIOUS BALANCE	\$	0.00

**12% ANNUAL INTEREST CHARGED  
IF NOT PAID BY DUE DATE.**

**TOTAL AMOUNT DUE \$ 1,243.63**

OWNER is liable for all water bills even if not received & OWNER is responsible for preventing service pipes & meter from freezing during cold weather.  
All water passing through meter will be charged, whether used, wasted, irrigation system malfunction or lost by leakage.  
If we are unable to gain access to meter, or if meter is not working properly, an estimated bill will be mailed.  
FAILURE to make payment may result in disconnection of service.

PLEASE SEPARATE REMITTANCE STUB AT THIS PERFORATION AND RETURN WITH PAYMENT



**TOWN OF EXETER  
WATER AND SEWER COLLECTION**  
10 FRONT STREET  
EXETER, NH 03833-2792

**REMITTANCE STUB**

SERVICE LOC: COLCORD POND DRIVE  
BILL#: 151168  
ACCOUNT NO.: 323219750  
AMOUNT DUE BY 05/31/2018 : \$1,243.63

MAKE CHECKS PAYABLE TO: TOWN OF EXETER  
Please include your account number on your check.

AMOUNT ENCLOSED

\$

CHECK HERE FOR ADDRESS CHANGES AND COMPLETE REVERSE SIDE.

HARTMANN OIL  
PO BOX 1068  
EXETER, NH 03833

TOWN OF EXETER  
WATER AND SEWER COLLECTION  
PO BOX 9520  
MANCHESTER NH 03108-9520

24 0000151168 0000124363 5

**Abatement Request – Water/Sewer Department**

Meeting Date: 7/23/18

**Applicant: Steve and Linda MacNeil, 187B Front Street.**

**Property Description:** 187B Front St is a Multi-Family duplex. The property is owned by Steve & Linda MacNeil.

**Discussion:**

The Water & Sewer Department received an abatement request in June 2018. The Water & Sewer Department did go to the residence to perform an investigation, leak check, and conducted a data download from the meter. There one was no flow on the meter, but a toilets were checked with dye, and the dye came into the boil of one toilet indicating a small leak.

**Conclusion:**

Based on the documented 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 Select Board wishes to grant the abatement for the water & sewer usage portion above the usage average, the calculated abatement amount is \$149.64 for a new bill total of \$371.58.

**Special Notes:**

---

Select Board Review: \_\_\_\_\_

Accept Request: \_\_\_\_\_

Deny Request: \_\_\_\_\_

Chairperson Initials: \_\_\_\_\_

**Water & Sewer Abatement Receipt**

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

**Abatement Amounts:** \$149.64 (W/S)

**New bills total:** \$371.58- (W/S)

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

BOS Signature: \_\_\_\_\_

Town of Exeter



Water/Sewer Abatement Request Form

Please Print:

Full Name: Steve + Linda MacNeill
Mailing Address: 187 B Front Street, Exeter, N.H. 03833
Service/Property Address: 187 A+B Front Street, Exeter, N.H. 03833

Today's Date: 7-11-2018
Account Number: 212100600
Route Number:
Phone Number: 772-2586

Utility Abatement Requested for: Water Sewer Water & Sewer
Date of Bill: 3/20-6-18 Billing Period from 3/20/18 to 6-20-18 Amount of Bill: \$ 521.22
7/31/2018 - bill date 6/29/18

Owner's reason for the abatement request (Please be as specific as possible): There are only 3 people living at these 2 addresses. We all have cut back on showers, dishes and washing. We don't drink the water, we have to buy it. We don't have a car so we have to order it delivered at a cost of \$85.00/month. We are both disabled, and our tenant is 90+ doesn't drink it either. As you can see our water bills have been consistantly running the same. I cannot afford this much money.

Signature of Applicant: Linda L. MacNeill, Steven Amick Date: 7/11/2018

Signature of Billing Office Date

Do not write below this line

Reviewed by: Date of Review:

Comments:

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 Tier 3-- rates
water gal \* \$ /1000 gal = \$ water gal \* \$ /1000 gal = \$
sewer gal \* \$ /1000 gal = \$ sewer gal \* \$ /1000 gal = \$
Tier 2-- 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: Linda L. MacNeill Date: 7/11/2018



# TOWN OF EXETER

13 NEWFIELDS ROAD • EXETER, NH 03833 • www.exeternh.org

10:00

## Meter Re-read/Leak Check Form

Date: 7/6/18 Meter Tech: Scott F / Matt B

Remote Re-read only \_\_\_\_\_ Meter & Remote Re-read \_\_\_\_\_ Leak Check

Owner: Steven & Linda Macneill Address: 187B Front St.

Meter	M-15	M-25	M-40	M-70	M-120	Other
Badger						
Neptune	<u>(3/4)</u>	1.0"	1.5"	2.0"		

*225 normal  
↓  
SD now*

Current Meter Reading: \_\_\_\_\_ Current Remote Reading: \_\_\_\_\_

Previous Meter Reading: \_\_\_\_\_ Previous Meter Reading: \_\_\_\_\_

Difference: \_\_\_\_\_ Difference: \_\_\_\_\_

Last Reading Date: \_\_\_\_\_ Days Between Readings: \_\_\_\_\_

Meter Usage GPD: \_\_\_\_\_ Remote Usage GPD: \_\_\_\_\_

Remote Reading Lead or Lag: \_\_\_\_\_ Meter Head Reading by: \_\_\_\_\_

Result of Meter Head Flow Check: Flow \_\_\_\_\_ No Flow

Check Toilets for Leaks: (Yes) No # of Leaks Found: 1

Any Known water lose due to leaks or repairs? What? Yes No

Any Increase or Change in Occupants/Service? What? Yes No

Does Customer have a : Pool Lawn Sprinkler Garden Other

Customer called on: \_\_\_\_\_ No Ans: \_\_\_\_\_ Left Message: \_\_\_\_\_

Customer called on: \_\_\_\_\_ No Ans: \_\_\_\_\_ Left Message: \_\_\_\_\_

White: W/S Office Yellow: Billing Office Pink: Customer





**TOWN OF EXETER  
WATER AND SEWER COLLECTION**

10 FRONT STREET  
EXETER, NH 03833-2792  
For Billing Questions: (603)773-6157 7:00am -3:00 pm  
EMAIL: watersewerbilling@exeternh.gov

**FOR PAYMENT QUESTIONS  
(603) 773-6108**

8:15 AM - 4:00 PM

**Note to Residents:**

NEW 2018 WATER & SEWER RATES EFFECTIVE AS OF MARCH 2018

**Water**

Service Fee: \$40.50 per quarter  
Tier 1: \$8.12 per 1,000 gallons of use up to 21,000 gallons  
Tier 2: \$10.16 per 1,000 gallons of use 21,001 to 105,000 gallons  
Tier 3: \$12.19 per 1,000 gallons of use 105,001 gallons and above

**Sewer**

Service Fee: \$40.00 per quarter  
Tier 1: \$7.30 per 1,000 gallons of use up to 21,000 gallons  
Tier 2: \$9.13 per 1,000 gallons of use 21,001 to 105,000 gallons  
Tier 3: \$10.95 per 1,000 gallons of use 105,001 gallons and above

513 1 AV 0.375 P:513 / T:3 / S:



MACNEILL LINDA & STEVEN  
SMITH ROBERT  
187B FRONT ST  
EXETER NH 03833-2333



**BILL DETAILS** 92 Days of Water Usage Previous Read Date: 03/20/2018 - Read Date: 06/20/2018

ACCOUNT NO.	BILLING PERIOD	BILLING CYCLE	METER READINGS		USAGE
			PREVIOUS	PRESENT	
212100600	03/20/2018 - 06/20/2018	Quarterly	202740	229800	27060

Your average daily use was 294.13 gallons

BILL DATE:

06/29/2018

BILLED TO:

MACNEILL LINDA & STEVEN

SERVICE ADDRESS:

187B FRONT STREET

Last Payment: \$150.00 made 06/18/2018

WATER CONSUMPTION	8.120			170.52
WATER CONSUMPTION	10.160			61.57
WATER SERVICE FEE				40.50
SEWER CONSUMPTION	7.300			153.30
SEWER CONSUMPTION	9.130			55.33
SEWER SERVICE FEE				40.00
INTEREST				1.81

TOTAL CURRENT CHARGES	\$	521.22
PAST DUE	\$	<del>128.15</del>

**12% ANNUAL INTEREST CHARGED  
IF NOT PAID BY DUE DATE.**

**TOTAL AMOUNT DUE** \$ ~~651.18~~

OWNER is liable for all water bills even if not received & OWNER is responsible for preventing service pipes & meter from freezing during cold weather.  
All water passing through meter will be charged, whether used, wasted, irrigation system malfunction or lost by leakage.  
If we are unable to gain access to meter, or if meter is not working properly, an estimated bill will be mailed.  
FAILURE to make payment may result in disconnection of service.

PLEASE SEPARATE REMITTANCE STUB AT THIS PERFORATION AND RETURN WITH PAYMENT



**TOWN OF EXETER  
WATER AND SEWER COLLECTION**

10 FRONT STREET  
EXETER, NH 03833-2792

MAKE CHECKS PAYABLE TO: TOWN OF EXETER  
Please include your account number on your check.

CHECK HERE FOR ADDRESS CHANGES AND COMPLETE REVERSE SIDE.

**REMITTANCE STUB**

SERVICE LOC: 187B FRONT STREET

BILL#: 154061

ACCOUNT NO.: 212100600

AMOUNT DUE BY 07/31/2018 : \$651.18

521.22  
~~651.18~~

AMOUNT ENCLOSED

\$

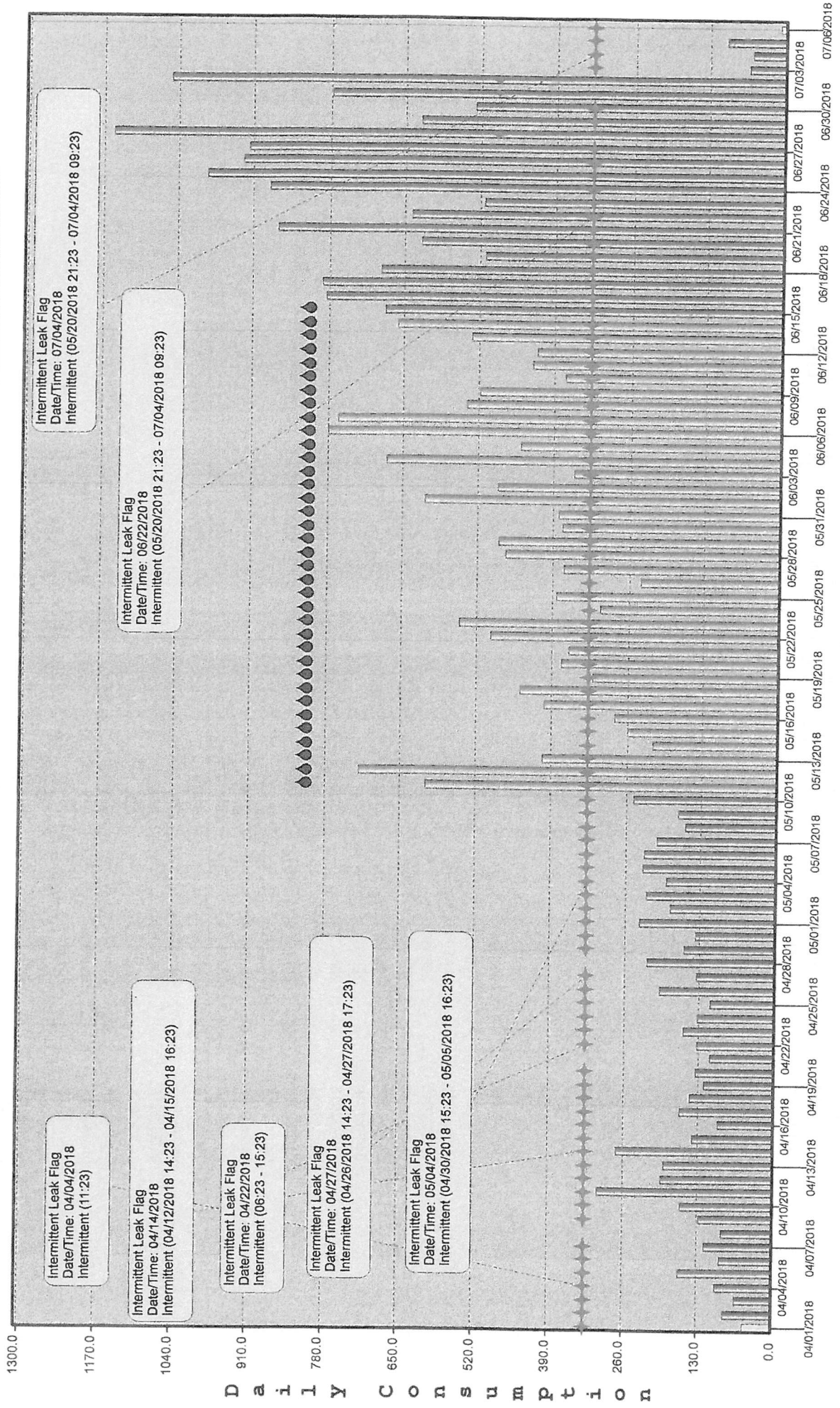
MACNEILL LINDA & STEVEN  
SMITH ROBERT  
187B FRONT STREET  
EXETER, NH 03833

|||||  
TOWN OF EXETER  
WATER AND SEWER COLLECTION  
PO BOX 9520  
MANCHESTER NH 03108-9520

24 0000154061 0000065118 8

N\_SIGHT R900 Report  
E-Coder R9001 Data Logging Report  
MIU#: 1834719865 Acct: Unknown Mtr #: 1834719865 Addr: 187B FRONT STREET for 04/01/2018 through 07/06/2018, WATER, 5/8" - 1" T-10, GALLONS

● Minor Reverse Flow Flag   
 ★ Major Reverse Flow Flag   
 ✦ Intermittent Leak Flag   
 ◆ Continuous Leak Flag



Interval (Daily)

\*All time intervals are represented in standard time.

N\_SIGHT R900 Repo.  
Data Logging Report Daily

MIU ID: 1834719865      Meter Combination: WATER, 5/8" - 1" T-10, GALLONS  
Interval Date Range: 04/01/2018 - 07/06/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
04/01/2018	204034.8	48.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/02/2018	204120.1	83.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/03/2018	204182.5	62.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/04/2018	204278.7	97.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/05/2018	204440.5	160.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/06/2018	204530.3	89.7	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/07/2018	204648.0	117.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/08/2018	204735.1	86.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/09/2018	204859.2	125.5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/10/2018	205014.0	157.9	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/11/2018	205323.7	305.5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/12/2018	205514.0	191.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/13/2018	205702.2	188.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/14/2018	205968.4	269.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/15/2018	206112.0	139.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/16/2018	206208.0	95.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/17/2018	206368.0	160.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/18/2018	206510.0	143.3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/19/2018	206629.8	119.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/20/2018	206763.3	133.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/21/2018	206872.4	109.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/22/2018	207003.2	130.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/23/2018	207157.9	154.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/24/2018	207288.5	130.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/25/2018	207291.8	109.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/26/2018	207593.9	196.2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
04/27/2018	207727.5	133.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/28/2018	207946.3	219.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/29/2018	208101.9	155.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
04/30/2018	208238.3	136.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/01/2018	208472.0	234.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/02/2018	208654.6	181.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/03/2018	208855.9	221.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/04/2018	209064.7	188.5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/05/2018	209294.0	229.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/06/2018	209518.5	226.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/07/2018	209725.3	204.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/08/2018	209878.6	155.7	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/09/2018	209954.8	169.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

N\_SIGHT R900 Repo.  
Data Logging Report Daily

MIU ID: 1834719865

Meter Combination: WATER, 5/8" - 1" T-10, GALLONS

Interval Date Range: 04/01/2018 - 07/06/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
05/10/2018	210294.0	246.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/11/2018	210873.3	602.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/12/2018	211574.9	718.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/13/2018	212019.4	403.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/14/2018	212235.5	215.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/15/2018	212491.6	256.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/16/2018	212773.5	280.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/17/2018	213164.4	401.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/18/2018	213597.8	442.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/19/2018	213933.4	319.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
05/20/2018	214306.6	371.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/21/2018	214666.0	360.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/22/2018	215140.4	494.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/23/2018	215707.0	546.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/24/2018	215712.6	306.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/25/2018	216389.5	382.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/26/2018	216632.1	237.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/27/2018	217005.5	371.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/28/2018	217470.7	469.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/29/2018	217956.4	482.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/30/2018	218327.9	372.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
05/31/2018	218709.0	380.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/01/2018	219283.1	608.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/02/2018	219800.2	484.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/03/2018	220153.5	352.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/04/2018	220822.6	674.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/05/2018	221273.6	445.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/06/2018	221977.4	775.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/07/2018	222426.8	760.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/08/2018	223347.5	536.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/09/2018	223856.9	517.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/10/2018	224233.0	369.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/11/2018	224659.1	425.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/12/2018	225071.7	419.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/13/2018	225607.7	531.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/14/2018	226265.6	657.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/15/2018	226946.7	680.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/16/2018	227676.9	781.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/17/2018	228516.4	787.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

N\_SIGHT R900 Repo.  
Data Logging Report Daily

MIU ID: 1834719865

Meter Combination: WATER, 5/8" - 1" T-10, GALLONS

Interval Date Range: 04/01/2018 - 07/06/2018

Interval Read Date	Interval Reading	Interval Consumption	Minor Backflow	Major Backflow	Intermittent Leak	Continuous Leak
06/18/2018	229203.3	687.7	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/19/2018	229713.6	509.5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/20/2018	230329.3	617.5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/21/2018	231166.3	864.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/22/2018	231831.1	636.2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/23/2018	232341.8	510.7	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/24/2018	233142.1	879.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/25/2018	234207.2	986.9	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/26/2018	235134.8	926.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/27/2018	235969.7	914.8	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/28/2018	237198.4	1149.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/29/2018	237817.5	620.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
06/30/2018	238340.7	528.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
07/01/2018	239039.3	773.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
07/02/2018	240170.4	1049.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
07/03/2018	240231.7	61.0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
07/04/2018	240286.5	55.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
07/05/2018	240387.6	100.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
07/06/2018	240398.7	10.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





# Application for Town Hall Facility Use

Faxed #: 603-777-1514 or emailed: [sriffle@exeternh.gov](mailto: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: Cathy Lewis Address: 76 Main Street  
Town/State/Zip: Amesbury, MA 01913 Phone: 978-388-0400  
Email: mcinnisauctions@yahoo.com Date of Application: 6/27/2018

### Organization Information:

Name: John McInnis Aucitoneers Address: same  
Town/State/Zip: same Phone: same

### Reservation Information:

Type of Event/Meeting: Auction Date: Aug 25-26  
Times of Event: 7 am Times needed for set-up/clean-up: Aug 19-Aug 27  
# of tables: \_\_\_\_\_ # of chairs: \_\_\_\_\_  
List materials being used for this event: \_\_\_\_\_  
Will food/beverages be served? Y Description: light refreshments

### 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](mailto: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. Access to the 2nd floor is not allowed during events. Bathroom are accessed from outside the Town Hall. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: \_\_\_\_\_ Date: 6/27/18

Authorized by the Select Board /Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_

Fee: Paid  Will pay by 8/17/18 Non-profit fee waiver requested  total to be paid: \$125.00



# Application for Town Hall Facility Use

Faxed #: 603-777-1514 or emailed: [sriffle@exeternh.gov](mailto: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: Betsy Kelly Address: 356 Exeter Road  
Town/State/Zip: Hampton Falls, NH 03844 Phone: 603 772-9093  
Email: bkelly@heronfield.org Date of Application: July 11, 2018

### Organization Information:

Name: Heronfield Academy Address: 356 Exeter Road  
Town/State/Zip: Hampton Falls, NH 03844 Phone: 603 772-9093

### Reservation Information:

Type of Event/Meeting: 6th grade arts night Date: Feb. 27 - 28, 2019  
Times of Event: 3:00 - 6:00pm Times needed for set-up/clean-up: \_\_\_\_\_  
# of tables: \_\_\_\_\_ # of chairs: \_\_\_\_\_  
List materials being used for this event: \_\_\_\_\_  
Will food/beverages be served? \_\_\_\_\_ 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](mailto: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. Access to the 2nd floor is not allowed during events. Bathroom are accessed from outside the Town Hall. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: Elizabeth Kelly Date: July 11, 2018

Authorized by the Select Board /Designee: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_  
Fee: Paid  Will pay by \_\_\_\_\_ Non-profit fee waiver requested



# Application for Town Hall Facility Use

Faxed #: 603-777-1514 or emailed: [sriffle@exeternh.gov](mailto: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: Betsy Kelly Address: 356 Exeter Road  
Town/State/Zip: Hampton Falls, NH 03844 Phone: 603 772-9093  
Email: bkelly@heronfield.org Date of Application: July 11, 2018

### Organization Information:

Name: Heronfield Academy Address: 356 Exeter Road  
Town/State/Zip: Hampton Falls, NH 03844 Phone: 603 772-9093

### Reservation Information:

Type of Event/Meeting: 6th grade arts night - SNOW DATE Date: March 7, 2019 *Art Comm.*  
Times of Event: 3:30 - 8pm Times needed for set-up/clean-up: \_\_\_\_\_  
# of tables: \_\_\_\_\_ # of chairs: \_\_\_\_\_  
List materials being used for this event: \_\_\_\_\_  
Will food/beverages be served? \_\_\_\_\_ 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](mailto: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. Access to the 2nd floor is not allowed during events. Bathroom are accessed from outside the Town Hall. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: Elizabeth Kelly Date: July 11, 2018

Authorized by the Select Board /Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_  
Fee: Paid  Will pay by \_\_\_\_\_ Non-profit fee waiver requested





# Application for Event Use of Town Facility

Forms submitted to: Town of Exeter, 10 Front Street, Exeter, NH 03833

Fax #: 603-777-1514 email: [sriffle@exeternh.gov](mailto:sriffle@exeternh.gov)

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

Signboard Request:  Poster Board Week: \_\_\_\_\_  Plywood Board Week: \_\_\_\_\_

Representative: NH CHILDREN'S TRUST, INC.

Name: KERYN BERNARD-KRIEGL Address: 10 Ferry St. Suite 315

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

Email: info@nhchildrenstrust.org KbernardKriegl@nhchildrenstrust.org

### Organization:

Name: NH Children's Trust, Inc. Address: SAME

Town/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

### Reservation Details:

Type of Event/Meeting: Concert Date: April 12/13, 2019

Start Time of Event: 6pm End Time: 10pm Additional Time for set-up/clean-up: 2-6pm + 9-10pm

Will food/beverages be served/prepared in the foyer or room to the right? Yes  No

If Tech/ AV Services are Needed, provide details\*: N/A We will have a stage setup the

### Requirements:

day before

**Rental Fee:** For Town Hall use there is a fee of \$125 per day. A rental fee waiver may be requested 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 of Town Hall, 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 [aswanson@exeternh.gov](mailto:aswanson@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 additional 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).

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Applicant signature: Keryn Bernard-Kriegl Date: 7/2/18

Authorized by the Select Board/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

### Office Use Only:

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







**CASA**

Court Appointed Special Advocates  
FOR CHILDREN

NEW HAMPSHIRE

800.626.0622

[www.casanh.org](http://www.casanh.org)

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Town of Lancaster, NH

**Maria Proulx**

Anthem Blue Cross Blue Shield

**Alan Reische**

Sheehan, Phinney, Bass + Green

**Marcia R. Sink**

PRESIDENT & CEO

July 10, 2018

Town Selectmen

Town of Exeter

10 Front St

Exeter, NH 03833-2792



Dear Town Selectmen,

I can't begin to thank you enough for your recent gift to CASA of New Hampshire. **I am deeply grateful for your incredible generosity.**

Your gift is helping to rewrite the futures of abused and neglected children in our state. As you know, NH's drug epidemic has struck hundreds of children who have been pushed into a confusing world of courts and foster care. Your gift will allow us to recruit and train more CASA volunteers, ensuring that every child has a caring adult by their side to help them through these tough times.

You understand the time, energy and heart that goes into the work we do and I can't thank you enough for supporting it. Please do not hesitate to contact me if you have any questions. I can be reached at (603) 626-4600 or [slenz@casanh.org](mailto:slenz@casanh.org).

**With deep gratitude,**

Suzanne Lenz

Director of Development

*Town Manager's Office*

**JUL 16 2018**

*Received*

**BERLIN** (603) 752-9670 **COLEBROOK** PO Box 24, Colebrook, NH 03576 (603) 237-8411

**DOVER** PO Box 205, Dover, NH 03821 (603) 617-7115 **KEENE** 39 Central Square, Room 303, Keene, NH 03431 (603) 358-4012

**MANCHESTER** PO Box 1327, Manchester, NH 03105 (603) 626-4600 **PLYMOUTH** 258 Highland Street, Plymouth, NH 03264 (603) 536-1663

**Rockingham Nutrition & Meals on Wheels Program**

106 North Road  
Brentwood, NH 03833  
(603) 679-2201

[Admin@RNMOW.org](mailto:Admin@RNMOW.org)  
[www.RockinghamMealsOnWheels.org](http://www.RockinghamMealsOnWheels.org)

July 11, 2018

Sheri Riffle, Executive Assistant  
Town Manger's Office  
Town of Exeter  
10 Front Street  
Exeter NH, 03833

Dear Ms. Riffle,

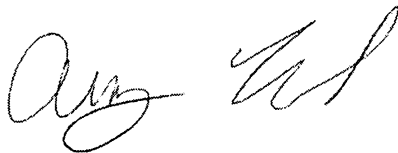
Rockingham Nutrition & Meals on Wheels Program is grateful to the town of Exeter for its allocation of support in the amount of \$9,500.00.

At this time we are requesting quarterly allocation in the amount of \$2,375.00. Attached is our report for service provided during 4/1/2018-6/30/2018 and a description of service provided.

Thank you for your continued support. The need for our services among Exeter's elderly and disabled population continues to grow and we are most appreciative of the town's help in meeting those needs.

Please let me know if you have any questions or require additional information.

Sincerely,



Amy Head  
CFI-Specialist  
RNMOW  
[CFI-Specialist@RNMOW.org](mailto:CFI-Specialist@RNMOW.org)  
Tel: (603) 679-2201



**CASA**

Court Appointed Special Advocates  
**FOR CHILDREN**

**New Hampshire**

**CASA of New Hampshire**

PO Box 1327  
Manchester, NH 03105  
603-626-4600  
www.casanh.org  
Tax ID: 02-0432242

**CHARITABLE CONTRIBUTION RECEIPT**

Date of Receipt: 7/10/2018

Receipt # 35820

Donor's Name: Town of Exeter

Donor's Address:

10 Front St  
Exeter, NH 03833-2792

Payment Method: Business Check

Amount of Contribution: \$125.00

Receipt Amount: \$125.00

Authorized Signature:

\*\* No goods or services were provided in exchange for this gift.

**Thank you for your generosity. We appreciate your support!**



July 10, 2018

Town of Exeter  
Board of Selectmen  
10 Front St  
Exeter, NH 03833-2754

Dear Members of the Board,

Thanks to you, Michael and his children, Leandra, Arissa and Harvey, are thriving in our program as they work towards self-sufficiency and a return to stable housing..

Thank you for your recent generous gift of \$375 to Seacoast Family Promise. Your willingness to help displaced children and adults in our community weather the crises in their lives makes all the difference for families like Michael's.

We are thrilled to share that for the fourth consecutive year we placed 100% of our families in stable housing and equipped them with the tools they need for sustainable independence.

Donors like you help make our program possible, ensure the highest quality one-on-one individualized financial education, provide a safe and family oriented place for our children, and guarantee that we will be here to continue to serve our former guests through our Home Again post-program.

We want you to be an active member of our community. Please visit our website at [www.seacoastfamilypromise.org](http://www.seacoastfamilypromise.org) to sign up for emails and newsletters, and do watch for announcements for our upcoming events such as the **Rolling Green Nursery Sale and Auction** on September 22, 2018, and the **RiverWoods Gala** on October 13, 2018.

Again, thank you! We love your support.

Best always,



Pati Frew-Waters  
Executive Director

P.S. We depend on volunteers to help us. If you would like to share your time, please contact our office and ask for our volunteer coordinator Jamie. We offer frequent trainings for volunteers, and we would be delighted to see you at one soon.