

Select Board Meeting
Monday, September 10th, 2018, 6:50 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter NH

AGENDA NOTE: Board interviews take place beginning at 6:50 p.m.; regular business meeting commences at 7:00 p.m.

1. Call Meeting to Order
2. Board Interviews – Facilities Committee
3. Public Comment
4. Proclamations/Recognitions
 - a. Proclamations/Recognitions
5. Approval of Minutes
 - a. August 20th, 2018 – Work Session
 - b. August 27th, 2018
6. Appointments – Facilities Committee, River Advisory Committee, Economic Development Commission
7. Discussion/Action Items
 - a. Bert Freedman re: 173 Water Street Parking Easement
 - b. Liberty Utilities Option Agreement and Proposed Easement
 - c. Long Term Nitrogen Control Plan
 - d. Solid Waste Fees – Brush Dumping
 - e. Property Use Fees
 - f. CIP Discussion
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: 9/7/18 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

b: 5:50pm
9/10/18

Statement of Interest Boards and Committee Membership

Committee Selection: Facilities Committee

New

Re-Appointment

Regular

Alternate

Name: Robert Corson Email: robjcorson@msn.com

Address: 3 Folsom St Exeter Phone: 603-583-3442

Registered Voter: Yes No

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

I am a registered Architect in the State of NH and have spent the last 12 1/2 years as the Facilities Planner for Exeter Hospital and Affiliates. As part of this role I was responsible for over 1.2 million SF of real estate. I have served as a member of Exeters Budget Recommendations Committee, the Town Office Facilities Committee and would like to offer my skills to assist the community in being good stewards of the buildings and grounds owned and operated by the Exeter Community.

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: August 13, 2018

Select Board Work Session

8/20/18

Chairwoman Gilman convened the special meeting in the Nowak Room at 6:00 p.m.. Present in addition to Chairwoman Gilman are Select Board members Anne Surman, Don Clement, Kathy Corson, and Molly Cowan. Also present Town Manager Russ Dean, Parks/Recreation Director Greg Bisson, Executive Assistant Sheri Riffle, and Recording Secretary Samantha Cave (at 6:28 p.m.).

Chairwoman Gilman requested a vote for entering a non public session to discuss legal advice from town counsel. Motion made by Selectwoman Corson seconded by Selectwoman Cowan to go into non public session under RSA 91-A 3 2 L consideration of legal advice. Discussion ensued.

Select Board member Clement asked about the origin of this correspondence. This correspondence was received starting in June. Select Board member Clement believes this is a violation of board policies. He questioned the Chair getting this legal opinion without the rest of the board. Ms. Cowan asked if anything in the legal opinions were binding on the board. Has there been any decision made the board has not been part of? Selectwoman Surman asked about transparency on this issue. There is no authority for a board member to act alone. Other entities need to be involved, not just the Select Board Chair and Swasey Trustees Chair. She doesn't want to do a non public on this item. Ms. Cowan asked again whether any of this was binding on the board. When research is needed it should be done. Select Board Clement believes individuals shouldn't act on any administrative action.

Roll call vote on the non public session: Surman no, Corson no, Gilman no, Clement no, Cowan no. There is no non public session.

The work session then continued on property use. Selectman Clement asked about Parks/Recreation's ability to permit space and could the board get a demo of the software that Parks/recreation uses. Mr. Bisson said he would be happy to do that.

Ms. Corson commented there is no arts committee as they have resigned except for one member. The Board will revisit this in September. Selectwoman Surman will talk to the one member remaining on the arts committee. The board continued discussion on the status of the arts committee and interim permitting of the space. The Select Board could do this until the issues are taken up again. Board member Clement commented on the Arts Committee being struck as the permitting authority from the new policy. The Board voted to reaffirm them as in charge of the second floor gallery.

Discussion continued on the proposed policy. Under scheduling Board member Clement raised the same issue about who schedules. Ms. Gilman gave the explanation about how this is a parent policy and all permitting authorities are supposed to function under this umbrella. Mr. Dean covered special events and that all special events, regardless of permitting authority would have the same form filled out.

6:28 – Scheduling section. The board was discussing the permitting process of other boards and committees. Mr. Clement suggested letting the Conservation Commission permit Raynes Barn and the board agreed to add that section under 8.3. Ms. Surman said that most of the commission's applications

come right before the commission, or they themselves are hosting the events. Mr. Dean recommended that the Con. Com use the same form as everyone else.

Ms. Gilman asked how often people ask to permit the parks. Mr. Bisson said that usually Founder's Park gets requested, and the other parks get requested occasionally. The athletic parks put in civil use forms. He said they've also had requests for Planet Playground, but that falls under land/water conservation, so they cannot close the park off to anybody. The pool is also popular for permitting and they often rent it out. Mr. Clement pointed out that there has never been a problem with people using the parks or conservation land and that he wants to be wary of overreach. Mr. Dean said that with the update, they are hoping to clean up the policies significantly and to address new things.

Mr. Clement asked when the Town Manager would have that right to execute applications, as stated in 4.5. Ms. Gilman said in the past it has happened where people have submitted permit applications in between Select Board meetings. Mr. Dean gave some examples where the town manager would issue temporary approval. He also said that sometimes they get drop-in requests from people a short time before the event. Mr. Clement suggested that setting some kind of deadline for permits to be in might be a good idea. Ms. Cowan was reluctant to discourage people from using the venues on a short notice in between meetings. It would also only happen if the venue was free.

Mr. Clement brought up an instance when this had happened, and he had someone ask him how that had been permitted without the board's permission. He suggested that the application come to the board in the next packet. Mr. Dean said that administratively, they want to make the process as easy as possible for applicants. His only concern is that there won't be an opportunity for people to get access quickly to town locations. Ms. Corson suggested changing the policy so that it says the event has to be before the next meeting, which the board agreed with. Mr. Clement also added that the application comes before the board at the next meeting to review.

Ms. Gilman wanted to separate out the town hall from other buildings and locations in town held by other bodies, like the parks and rec department, the library, and the con com. She also wants to move section 4.5 down into section 8.1. The board decided to also replace the phrase "may authorize" with "authorizes" in section 4.5.

Moving on, Mr. Dean said that he added that the town sponsored events require a letter from the sponsoring department to clear up any confusion. Ms. Gilman asked that the language be consistent regarding either "town" or "municipal". Mr. Dean also said that the fees will be charged based on the fee schedule. He talked about the difference potentially between a use and an event fee and would like to separate those. There could be different event fees for nonprofits and for-profits. Ms. Surman worried that would be too complicated.

Mr. Clement asked that in section 13.5, they strike where it says "without written permission..." There was also some confusion about section 13.11. Mr. Dean said that its purpose is to allow people to appeal to the Select Board if they are turned down through the town office. The town office handles permits like painting, posterboards, road races, raffles, etc. Ms. Surman suggested adding "when the town manager is absent".

The board discussed section 13.1 about alcohol use. Mr. Clement said that he still does not want to allow alcohol use in town buildings. Mr. Dean said that for now, nonprofits can serve alcohol. They

use the authority of the board to determine if town events can serve alcohol or not. Also, the town follows state law to allow tastings to be done on Swasey Parkway. Mr. Dean said they had decided to not distinguish between a nonprofit vs. a government use in the alcohol policy.

Ms. Corson pointed out that there is a separate application, and they would be required to have a license from the state as well. Ms. Gilman agreed that the board has taken the steps necessary to protect themselves. Mr. Dean said that they also require an insurance policy for alcohol service. Ms. Gilman did not want to license anything other than wine/beer. Ms. Surman agreed with Mr. Clement that alcohol should not be allowed in town buildings.

MOTION: Mr. Clement moved that section 13.1 state that alcohol use in town buildings is not allowed. Ms. Surman seconded the motion, and it failed 2-3-0, with Ms. Corson, Ms. Cowan, and Ms. Gilman voting nay.

The board talked about section 10, wanting to add that special circumstances for portable facilities can be determined by the permitting body. Ms. Corson suggested something cordoning off the access to the public bathrooms in the town hall. They can also go up to the bathroom with a monitor, because they are located on the 2nd floor.

The applications for facilities and events were reviewed. The second form needs to be changed to "Application for Use of Town Office Facility". Mr. Dean talked about the new town event application, which was designed to cover a lot of different information even if it doesn't apply in every case. He also suggested that applicants submit maps of what their event would look like, for example a map of where vendor tables would be located. Ms. Gilman asked if there are any different applications for just using the signboard or other such things. Sheri Riffle confirmed there was.

Mr. Clement asked if this is in addition to the application to use the town hall, and if users would have to submit both applications. Mr. Dean said that he thinks that would be on a case by case basis, since this is a special event form. For example, some events are just a simple meeting. And other events might include alcohol, food, tickets, vendors, and other types of additions.

Mr. Clement asked if the special events application had to be signed off by all of the town bodies listed on page 4. Mr. Dean confirmed that they would because it is important to have all departments aware of what's going on in Exeter. It also ensures a thorough review of special events. They can just check "no comments" if no questions are raised and send the application on to the next department. He also said that although the form isn't as simple, it will benefit the different groups so that they can get everything all in once place instead of having to get various different permits and applications for one event.

The board moved to a discussion about fees. Ms. Gilman brought up ticketed vs. non-ticketed events. Should some of the ticket price go towards the town? Ms. Cowan asked if that would be in place of a fee. Mr. Dean said that there could be a minimum fee, plus a percentage of ticket sales. It would go towards the facility provided to the organization/business. He said he thinks people would be fine with it if it went back to the facility. Ms. Corson wanted to talk to the organizers of ticketed events in the past, and also find out what other towns are doing. Mr. Dean said that usually towns charge fees for their building use. Mr. Clement said he wants to think about fees more.

They went through the Swasey parkway fee schedule. Ms. Gilman said she wanted to change the word "pavilion" to "gazebo". She also asked why commercial vendors are allowed on the parkway, but ticketed events are not. Mr. Clement suggested that it's because you cannot prevent people from going into the parkway, because it is a public space. Ms. Corson wants to do different charges for the town hall based on resident vs. nonresident, as was voted on last year. However, do they want to include nearby towns? Ms. Corson asked if there was software to put all the application forms in one place. Mr. Bisson said that the current system allows for that, and they are going to be using Google forms. If they went through parks and rec. for the software, they could collect the fees, print the forms out, and send to the Select Board.

MOTION: Ms. Corson moved to close the work session. Ms. Surman seconded the motion, and it passed unanimously.

Respectfully submitted by recording secretary Samantha Cave.

BOS Meeting

August 27th, 2018

1. Call Meeting to Order

Anne Surman, Kathy Corson, Julie Gilman, Molly Cowan, Don Clement, and Russ Dean were all present at this meeting. The meeting was called to order at 6:40PM, and the board went downstairs to conduct interviews. The board reconvened at 7:00PM.

2. Board Interviews – Facilities Committee, River Advisory Committee. The Board interviewed Mark Leighton for the Facilities Committee and Daniel Jones for the River Advisory Committee.

3. Public Comment

Diane Greenhalgh, a homeowner in town, said that the town owns a piece of property which goes into her driveway. Her neighbor wants to buy it, and she had talked to the Select Board previously about this. She was told to talk to the town attorney but never heard back. The neighbor has filed a civil lawsuit against her. Mr. Dean said he would follow up with the town's attorney.

4. Proclamations/Recognitions

a. Proclamations/Recognitions

There were no proclamations during the meeting.

5. Approval of Minutes

a. August 6th, 2018

Ms. Surman said that on page 3, the last sentence should end after "dictate to the committees." Mr. Clement asked to spell out DED (department of economic development) on page 7. On page 8, the amount should state \$100,000 instead of \$75,000. He also wanted to use the full name of Mr. Thompson on page 8.

MOTION: Ms. Corson moved to approve the minutes from August 6th as amended. Ms. Surman seconded the motion, and it passed 4-0-1 with Ms. Gilman abstaining.

6. Appointments – Facilities Committee, Communications Committee

MOTION: Ms. Corson moved to appoint Debbie Kane to the communications committee, term to end. Ms. Cowan seconded the motion, and it passed 4-1-0 with Ms. Surman voting nay.

MOTION: Ms. Cowan moved to appoint Lindsey Sonnett to the communications committee, term to end. Ms. Cowan seconded the motion, and it passed 4-1-0 with Ms. Surman voting nay.

MOTION: Ms. Corson moved to appoint Greg Colling to the facilities committee, term to end 4/30/19. Ms. Cowan seconded the motion, and it passed 4-1-0 with Ms. Surman voting nay.

7. Discussion/Action Items

a. CDBG Hearing: 3 Meeting Place Drive Construction

MOTION: Mr. Clement moved to open the CDBG public hearing. Ms. Corson seconded the motion, and it passed unanimously.

Donna Lane, the CDBG consultant, read a prepared statement to the board (see attachment 1). Kathryn Elliot, the developer for the property, said that she is excited to see the number of applicants to move into this building. There are 1 and 2-bedroom units, which would cost about \$930-\$1,300 per month. The apartments are income restricted and will be wait listing soon. The square footage of the apartments range from 400ft(studio) to 700ft (2 beds).

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

b. Wastewater Facility Project: Sludge Removal Options

Mr. Dean said that, according to DPW staff and the water/sewer engineer, there about 12,000 wet tons of sludge remaining on the wastewater treatment plant site. They can dispose of the material now or move/stockpile the sludge for later disposal. The second option would require an amendment and possible additional DES licensing, so disposal now is recommended. Removing the sludge now would cost about \$900,000. The contingency was set at \$3.29 million, so this would leave the project still underbudget. Ms. Gilman said she wants to do it now, because the disposal company might not be accepting this sludge in the future, and it would be more expensive later. Mr. Dean also informed the board that the sludge is old, from the 60's, and includes some chemicals they would like to move off site now.

Mr. Clement said he wanted a running total of budget to make sure they don't go over. Mr. Dean told him there would be \$1.4 million left in the contingency project. He also mentioned that the project is almost complete, and that there is list of project changes in the memo from DPW about any budget increases that have happened so far. Mr. Clement was concerned that they will go overbudget – if they need more funds, the March 2019 meeting is going to be critical. He agreed that stockpiling sludge is not a good idea. The board asked for a map and a schedule of when the sludge is going to be trucked out – they will need to pass through town to get to Route 101.

MOTION: Mr. Clement moved to approve change order 2 to dispose of sludge, the cost not exceeding \$900,000. Ms. Surman seconded the motion, and it passed unanimously.

c. Liberty Utilities Proposed Easement and Option Agreement

Michael Licata, a representative for Liberty Utilities, discussed the potential easement by wastewater treatment plant for a meter station. The current plan for Granite Bridge involves connecting to existing pipeline along Route 101. The board has an agreement before them for the easement. Liberty Utilities will avoid a river crossing along the Squamscott and placing a station in Stratham by doing this. They have revised the option agreement due to the board's suggestions – the option payment is now \$100,000 to buy the easement instead of \$75,000. They have also included other meter stations in NH.

The total lot size would be 100x300 feet. It mostly would just house monitoring equipment – the lot would be fenced in and would have 3 small buildings.

Ms. Gilman said that Bill Campbell was concerned that the conservation commission was not informed about this since this property had previously been used as forest nursery land. Mr. Clement suggested that the conservation commission be involved in the property, and perhaps Liberty Utilities could agree to keep an area as a potential future nursery. He asked if this project would go through the planning board. Mr. Licata said it would go under the site evaluation committee review by the state. The committee has staff members designated from different departments, as well as two members of the public. They also have public meetings.

Ms. Corson said she would like the Exeter town planner to look at the plan to protect Exeter's interests. Mr. Licata said that they will provide that information, and right now they are working to bring the design in. They will make a presentation to the town once the design is completed. The goal is for the town to review this and support it. Ms. Corson asked for clarification on the deed language. Mr. Licata said they had done some research about the property and the title. There were 3 parcels taken by eminent domain, which removes any restrictions on the property.

Stephanie Sharp, a member of EchoAction, strongly recommended that the town becomes an intervenor in Site Evaluation Committee. She talked about past violations of Liberty Utilities including leaks and inspection failures. They have a 2.2% rate of loss, paid for by ratepayers. She stated that if the pipeline stops being used, ratepayers continue to pay for the pipeline so there is no incentive to repair leaks. To her, the meter station expansion is concerning. She was worried that it could become a much larger pipeline. She asked the town to focus on energy efficiency instead. She asked Board to consider information on the pipeline and to read the docket DG-17-198 on file. Ms. Surman said they had considered becoming an intervenor, but they should be receiving all of that information anyway. Ms. Sharp also advised them to talk to Consumer Advocacy.

Jordan Dickenson, an Exeter resident, said that we need to ask if we want this in our backyards. He said that fossil fuel projects are dangerous and can cause health issues if something goes wrong. If they were to lead a stand against it, it could be worthwhile for future energy projects.

Mr. Clement asked how this pipeline and metering station is different from other ones in town. Mr. Licata said that the Granite State would be smaller than other pipelines. Also, the pipe would be built to the highest regulatory standard as if they are building in a high-density area. The pipeline will be a minimum of 4' underground, with a thicker pipe wall and more shutout valves. Mr. Clement asked about item nine of the contract, which says that the height should not exceed 30' tall for the buildings. Mr. Licata said that while the structures are low, the height would be due to the telecommunications antenna. Mr. Clement was also concerned about closeness to abutter near the fenced in area (about 400' feet away). He wants to make sure the abutter is aware of this project.

Lew Hitzrot asked if the 2.2% loss rate is accurate for Liberty Utilities pipelines. He also asked what percentage of the gas is benzene-derived. Mr. Licata explained that natural gas utilities have to account for lost and unaccounted-for gas. The customer meters track gas, and the difference between the large meters in stations and meters at customers is the lost gas. The timing at which they measure, when the meters are read, changes in temperature or pressure, etc. can all lead to the loss rate. He also said that Liberty Utilities is aggressively replace older pipeline to make the loss rate less. As for the gas

content, the federal energy regulatory commission sets a standard – he would be happy to provide the exact quality content of gas as they are public documents.

Ms. Surman wants to make sure that the conservation commission gets a review of this. Ms. Corson was also concerned about how they will access and move through the property – it can't just be a dirt road because of mud season. She asked who would plow and maintain the access road. She also wants to make sure this isn't taken as an approval of the entire pipeline project. The board asked for more information about the access road, a clearer height of buildings, and the need to have a butter involved. Liberty Utilities will come back with more information.

d. Energy Committee re: Updates and Electric Charging Station Project

Renay Allen Hitzrot read the letter that was included in the board's packet on this topic, explaining the benefits and costs of installing electric vehicle chargers in Exeter. Ms. Gilman thinks this a good idea and that it offers a number of benefits to town. She thought the information given on costs is reassuring and that it shows that offering free charging won't be too expensive. She also believes it meets infrastructure requirement. Her only concern is that if it was at the senior center it wouldn't be visible enough.

Ms. Cowan agreed with Ms. Gilman that this is important for future development – this could attract people to Exeter. She wondered if two chargers would be enough for the town. She asked if the app would show that the chargers are taken or not by another vehicle. Ms. Hitzrot said that you can, but it is only supported by the ChargePoint smart charger which is significantly more expensive. The \$1,000 unit would not offer these benefits. She thinks it would be good to start with two chargers and increase if needed.

Ms. Corson asked where the energy cost would come out of in the budget. She doesn't want to take away parking spaces, either. Ms. Hitzrot explained to the board that NH is 6th in the country for increase in electric vehicle usage. There are 10 fully electric cars, and 208 hybrids in town. Ms. Surman is not convinced that this is worth the lost parking, which is scarce in Exeter. She is also not sure it qualifies under municipal infrastructure in the budget. Ms. Hitzrot said this would be a good way to start beginning to reduce emissions and make electric vehicles more popular.

Mr. Clement said he would prefer to see this vetted more, and also to make sure this is something the public would support. He said that maybe something could move forward as a plan in the 2019 budget. This might be a good opportunity to use the capital reserve fund money to fund a town-owned electric vehicle.

The board suggested having the energy committee work with DPW and the town planner to get more specific budget numbers and other logistics. Lew Hitzrot said that his calculations were based on an average usage and average energy costs. He came up with \$126 per month per charger. He thinks the parking spaces would be more of an obstacle than the cost of energy. Mr. Dean also pointed out that the municipal rate for electricity is much lower, and that this project is emphasizing energy efficiency and emissions reduction. Ms. Gilman said that this would be an experiment and that this would not be subsidized by the town forever. They are trying to incentivize electric vehicles. The board also suggested that the committee work together with other town committees to come up with a clearer plan.

e. Easement Deed Release: 23 Water Street

This would be a release of the easement on this property, based on that there used to be a passage through to maintain the fish ladder. The fish ladder is no longer present and so the easement is not needed. This would help with the development of 23 Water Street, which Elliot Berkowitz owns.

MOTION: Mr. Clement moved to release the easement deed held by Exeter to Pairpoint Group LLC for 23 Water Street. Ms. Surman seconded the motion, and it passed unanimously.

f. Facilities Committee Charge Update

Mr. Clement asked if they would have a Select Board representative on this. Ms. Gilman said that the board can decide if they want a representative or not. The board decided to add a non-voting Select Board representative to the charge, along with the 5 residents.

MOTION: Ms. Cowan moved to approve the facilities committee charge as amended. Ms. Corson seconded the motion, and it passed unanimously.

g. Ethics Ordinance Discussion

Ms. Surman read memo that she had attached regarding the conflict of interest ordinances (see packet). She also included about 6 or so examples of what other towns around the area have done. The town of Merrimack, for example, defines exactly what a conflict of interest is. She thinks that the board should bring forward a warrant article to propose a code of ethics in the Select Board policy. There is an RSA allowing them to do that.

Ms. Surman said that this idea is about open government and making sure that people know that any decisions made have not been influenced by personal interests. It would also protect government bodies from being challenged. Ms. Gilman said that she did not want to set up an ethics committee but does like the idea of adopting a policy. Mr. Clement wants strong definitions – making sure that people know what recusing means and so forth. He is also concerned about the use of social media by members of boards and committees. Could a few members of board/committees commenting on social media be construed as a meeting? Ms. Surman said she hadn't done any research on social media, but she could go back to NHMA on the issue. The board also wondered about how to enforce the code, or how to deal with any conflicts of interest. A potential "three warnings" process was suggested. Mr. Dean also suggested it be treated differently for town employees versus volunteers.

h. Legal Services Discussion/RFP

Some of the Select Board think it would be a good idea to get representation by town counsel again. They are working on an RFP for municipal affairs. Right now, they pay a rate per hour for town counsel. Some towns also propose a flat fee for basic legal services, and an hourly rate for litigation. Mr. Dean said that there is a limited pool of firms that represent towns in this area. Mr. Clement thinks it would be a good idea to have a selection process, and he suggested a selection committee to include a select board member, the town manager and code enforcement officer. Mr. Dean suggested the committee also include the Town Planner as a user of legal services.

8. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

MOTION: Ms. Cowan moved to approve the jeopardy tax for map 95, lot 64, unit 390 for \$257.00. Mr. Clement seconded the motion, and it passed unanimously.

MOTION: Ms. Cowan moved to approve the jeopardy tax for map 95, lot 64, unit 6 for \$154.00. Mr. Clement seconded the motion, and it passed unanimously.

b. Permits & Approvals

MOTION: Ms. Gilman moved to approve the application for Betsy Kelly for use of the town hall from May 14th-17th, or May 21st-May 24th if not available. Ms. Cowan seconded the motion, and it passed unanimously.

MOTION: Ms. Gilman moved to approve the application by Alison Murphy of Leadership NH to use the town hall on October 18th. Ms. Corson seconded the motion, and it passed unanimously.

MOTION: Ms. Gilman moved to approve the fee waiver for Leadership NH. Mr. Clement seconded the motion, and it passed unanimously.

MOTION: Ms. Gilman moved to approve the application by Kenneth Mendis of Racial Unity Team to use the town hall on September 29th. Mr. Clement seconded the motion, and it passed unanimously.

MOTION: Ms. Gilman moved to approve the fee waiver for Racial Unity Team. Mr. Clement seconded the motion, and it passed unanimously.

Mr. Dean talked about the applications for Swasey Parkway, which need more information and a better form. Some of the events also are a long chunk of time, or outside of the year limit for an application. They are also waiting on the arts gallery applications. Mr. Dean said that although the board does not have the Swasey Parkway schedule, they do look at if the dates are available. There was also a brief discussion of the fee schedule for Swasey Parkway.

MOTION: Ms. Gilman moved to approve the application by Scott Ruffner of TEAM to use the town hall and bandstand on August 2nd, 2019. Ms. Corson seconded the motion, and it passed 4-0-1 with Mr. Clement abstaining.

MOTION: Ms. Corson moved to approve the application for the 3rd Exeter Arts and Music Festival on May 18th, 2019, subject to the new procedures for Swasey Parkway applications. Ms. Surman seconded the motion, and it passed 4-0-1 with Mr. Clement abstaining.

MOTION: Ms. Gilman moved to approve the application for the Memorial Day Parade on Swasey Parkway on May 27th, 2019. Ms. Surman seconded the motion, and it passed unanimously.

MOTION: Mr. Clement moved to approve the disposal of the surplus town property. Ms. Cowan seconded the motion, and it passed unanimously.

c. Town Manager's Report:

Mr. Dean attended the kindergarten opening at Main Street School. They hosted representatives from Durham about the Mill Pond Dam. The paving on Court and High Street is continuing. The Lincoln Street construction is done on Lincoln Street itself for this season. The parks and recreation ballfield work is complete. SUR is mobilized in the TIF area, and will begin water/sewer extension this week. IT is beginning the process of moving EXTV-98 back to the offices here instead of

the high school, then will take back full control of it. The studio will still be at the high school. The town is replacing the Henderson Swasey sign due to damage. September 1st is the start of the Exeter UFO festival.

d. Select Board Committee Reports

Mr. Clement went to the conservation commission meeting, where they had a few wetlands permits. He also attended the planning board meeting for Ms. Corson, where they talked about a project to renovate a building. The river advisory committee heard the nitrogen control plan this week.

Ms. Cowan had the parks and recreation organization meeting. It was very encouraging and there were lot of younger people in attendance, which was nice. They had good conversations about the scope of parks and recreation.

Ms. Corson attended an election procedure workshop in Brentwood. She learned about voter fraud, and that NH has a low rate of fraud. Also, NH is one of the states that votes the most.

Ms. Surman went on a site walk at the Swasey Parkway trustee meeting.

Ms. Gilman said that the HDC is having a special meeting soon. The Winter Street cemetery tree work will begin once the hawk has left one of the trees.

e. Correspondence

The board received a letter about the Ambrose Swasey Trust, the Pan Am system railroad land sale, a letter from NHMA explaining legislative matters, a copy of Exeter's goal setting session, and a letter from Enna Grazier about yard waste disposal. The board needed to choose someone to be a voting delegate for the NHMA – Ms. Gilman was selected.

MOTION: Mr. Clement moved to appoint Ms. Gilman as a representative to the NHMA. Ms. Cowan seconded the motion, and it passed unanimously.

9. Review Board Calendar

The board briefly went over the topics to be discussed at their next meeting, which will be on September 10th.

10. Adjournment

MOTION: Ms. Surman moved to adjourn the meeting at 10:45PM. Ms. Cowan seconded the motion, and it passed unanimously.

Submitted by recording secretary Samantha Cave.

Committee Appointments
September 10th, 2018

Facilities Committee

Mark Leighton, term to expire 4/30/20 (may also be 4/30/21)

Economic Development Commission

Beth MacDonald, term to expire 4/30/21

River Advisory Committee

Daniel Jones, term to expire 4/30/21

173 WATER STREET PARKING EASEMENT PROPOSAL

Excel Construction Management^{LLC}

Town of Exeter
10 Front St.
Exeter, NH 03833
ATT: Mr. Russell Dean
Town Manager

RE: 173 Water St.

August 30, 2018

Dear Mr. Russell Dean

As an applicant to the Planning Board on behalf of Mr. Bert Freedman of Freedman Realty for the additions and renovations to the above property, we respectfully request an opportunity to discuss and review a situation which involves two parking spaces in connection with the project.

The situation is described as follows: The Site Plan as prepared by Jones and Beach Engineering shows two parking spaces which encroach into Town Owned land. One space encroaches by 104 sf and the other encroaches by 17 sf. We would be requesting some sort of agreement with the town for this encroachment or easement or similar.

Attached is the Jones and Beach Engineering Plan which clearly defines the encroachments.

Respectfully,



Michael Todd
Excel Construction Management

Cc: Exeter Building and Planning Office
Bert Freedman

Attachment: Jones an Beach Plan A1 dated 8-29-18



*Setting the Standard
for Building Safety™*

TAX MAP 64 LOT 49
 CHARLES C. TRAVERSE JR.
 LUCIEN & NORMA DALLAIRE
 22 PEABODY DR
 BRENTWOOD, NH 03833
 BK 4467 PG 637

MONUMENT TO BE SET

195.90' (REF. 1)

S54°24'17" W

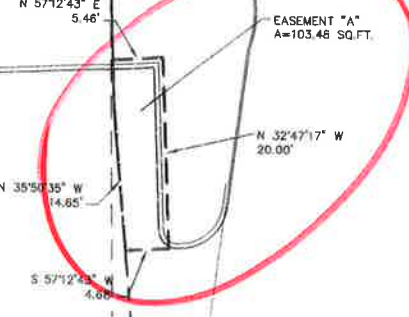
MONUMENT TO BE SET

S32°50'27" E

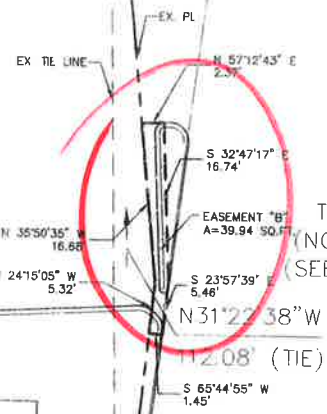
EXISTING BUILDING TO REMAIN
 (TWO STORIES)
 4,565 SF

TOTAL BUILDING FOOTPRINT
 13,702 SF

REMAINING BUILDING FOOTPRINT
 9,137 SF



TAX MAP 64 LOT 47
 TOWN OF EXETER
 (NO REF. DEED FND)
 (SEE PLAN REF 7,8,9)



WATER STREET

SQUAMSCOTT RIVER

MONUMENT TO BE SET

S39°36'52" E
 11.73'
 (SURVEY TIE LINE)

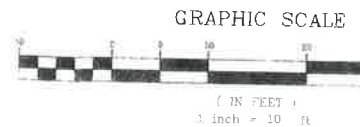
N61°16'19" E

193.31' (REF. 1.)

MONUMENT TO BE SET

TAX MAP 72 LOT 17
 MERRILL BLOCK CONDOMINIUMS
 163 WATER STREET
 EXETER, NH 03833
 BK 2423 PG 405

- REFERENCES**
- "PLOT PLAN OF LAND AND BUILDINGS BELONGING TO GOLDIE FREEDMAN AND LOCATED IN EXETER N.H." DATED NOVEMBER 20, 1950. SCALE 1" = 10'. PREPARED BY CHARLES E. BREWER C.E. R.C.R.D. 1151
 - "EXISTING SITE PLAN FOR THE MERRILL BLOCK CONDOMINIUMS IN EXETER N.H." DATED MAY 1982. SCALE 1" = 10'. PREPARED BY PARKER SURVEY ASSOCIATES. R.C.R.D. D-11057
 - "SUBDIVISION OF LAND FOR PHILLIPS EXETER ACADEMY IN EXETER N.H." DATED AUGUST 1884. SCALE 1" = 20'. PREPARED BY PARKER SURVEY ASSOCIATES. R.C.R.D. D-13149
 - "SITE PLAN, WATERFRONT / TOWNSCAPE DESIGN, EXETER, N.H." DATED MARCH 1979. SCALE 1" = 30'. PREPARED BY PARKER SURVEY ASSOCIATES. NOT RECORDED
 - "PLAN OF LOT, NOS. 149-155 WATER STREET, EXETER, NEW HAMPSHIRE." DATED SEPTEMBER 1976. SCALE 1" = 10'. PREPARED BY JOHN W. DURGIN CIVIL ENGINEERS. R.C.R.D. C-6247
 - "W.F. WOOLWORTH CO., WATER STREET, EXETER, N.H. STORE NO. 603." DATED AUGUST 1950. SCALE 1" = 20'. R.C.R.D. BK 1185 PG 147
 - "PROPOSED IMPROVEMENTS PLAN, WATER STREET RIVERFRONT, EXETER, N.H." DATED JANUARY 15, 1997. SCALE 1" = 10'. SHEETS C1 AND C2. PREPARED BY JONES & BEACH ENGINEERS. NOT RECORDED ON FILE AT THIS OFFICE.
 - "EXETER WATERFRONT PARK PHASE II" DATED FEBRUARY 15, 1989. SCALE 1" = 30'. PREPARED BY UNDERWOOD ENGINEERS, INC. NOT RECORDED
 - "EXETER WATERFRONT PARK PHASE III" DATED APRIL 1930. SCALE 1" = 30'. PREPARED BY UNDERWOOD ENGINEERS, INC. NOT RECORDED
 - QUITCLAIM EASEMENT DEED FROM FREEDMAN REALTY, INC. TO THE TOWN OF EXETER. DATED MAY 2, 1989. NOT RECORDED



PROJECT PARCEL
 TOWN OF EXETER
 TAX MAP 64, LOT 50

APPLICANT
 EXCEL CONSTRUCTION
 MANAGEMENT, LLC
 60 DEERTREES LANE
 NEWFIELDS, NH 03858

TOTAL LOT AREA
 19,692 SQ. FT.
 0.45 ACRES

F:\CADDMASTER\STANDARD\DWG\PLANS\17110-PLAN.DWG 2/16/2017 12:25:50 PM EST

Design: EMP Draft: EMP Date: 12/20/17
 Checked: WGM Scale: AS NOTED Project No.: 17110
 Drawing Name: 17110-PLAN.DWG
 THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.

REV.	DATE	ISSUED FOR REVIEW	BY
1	08/29/18	ISSUED FOR REVIEW	BWG
		REVISION	

J/B Jones & Beach Engineers, Inc.
 Civil Engineering Services
 65 Portsmouth Ave. 603-772-4745
 PO Box 218 Stratham, NH 03885 FAX: 603-772-0227
 E-MAIL: JBE@JONESANDBEACH.COM

Plan Name: **PRELIM. EASEMENT PLAN**
 Project: **173 WATER STREET IMPROVEMENTS**
173-179 WATER STREET, EXETER, NH
 Owner of Record: **FREEDMAN REALTY, INC.**
 173 WATER STREET, EXETER, NH 03833 R.C.R.D. BK 2546 PG 7

DRAWING No. **A1**
 SHEET OF 1
 JBE PROJECT NO. 17110

LIBERTY UTILITIES EASEMENT PROPOSAL



Michael J. Sheehan, Esq.
Senior Counsel
Phone: 603-724-2135
Email: Michael.Sheehan@libertyutilities.com

September 5, 2018

Exeter Board of Selectmen
10 Front Street
Exeter, NH 03833

Re: Easement to Liberty Utilities

Dear Board of Selectmen:

In response to questions raised at recent board meetings, enclosed is the proposed easement with revisions to address those questions, explained below, and a clean copy of the Option Agreement with the proposed price of \$30,000 at signing and \$100,000 when the option is exercised.

The board asked about construction and maintenance of any extension to the existing Town-owned roadway that may be necessary for Liberty to access the easement area. The easement contains new language on the second page to address these questions. That paragraph now reads as follows (the new language is underlined):

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"). If Grantor ceases to use and maintain the existing roadway described above, Grantee shall have the right to maintain the existing roadway, including snow removal, at Grantee's sole cost. 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 new roadways or portions thereof, including snow removal, as shall reasonably accommodate access to the Gas Facilities Easement Area by the Grantee by vehicles and equipment. Any construction and maintenance of such a new roadway by Grantee shall result in a roadway that is similar to

the existing roadway and shall be at Grantee's sole cost. Grantee's use of the Access Easement shall not interfere with the functions and activities of Grantor's Public Works department.

I write to confirm Liberty's intent to work with the Town to make sure any road construction and maintenance we may have to do is acceptable to the Department of Public Works and is the least amount necessary to allow for Liberty's access to the easement area. We will also work with DPW to determine how best to remove snow from any new road that is Liberty's responsibility.

After the metering station is complete, Liberty will be at the site approximately 1 to 2 times per month for routine inspections. These inspections only require an employee to walk through the site with certain testing equipment. In case of emergency, the metering station can be shut down remotely from our Control Center in Londonderry. The Control Center, which is staffed 24/7, constantly monitors a number of readings from the metering station.

The Board asked about the language limiting structures to 30 feet. The easement has new language that makes clear that the buildings will only be one story, they will not be higher than 18 feet (to accommodate a pitched roof), and that the 30 foot limit only applies to communications antennas. Again, the edits are shown below:

NINTH: The buildings for the metering and regulator stations shall be no more than one story, shall not exceed 18 feet in height, 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.

The Board also asked about the wet area that is at the east end of the proposed easement area, closest to the existing pipeline easements. One reason that Liberty proposes an easement area that is 100' x 300' (which is more than the usual 100' x 100' foot print) is that the extra space allows us to move our equipment further west to stay out of that wet area but still keep the Liberty easement adjacent to the existing pipeline easement where we would interconnect.

Last, the Board asked about the role of the Conservation Commission. We pledge to provide the Conservation Commission with information about our project, listen to its suggestions, and make every reasonable effort to accommodate its requests as we finalize our plans for the Exeter regulator station. Specifically, we understand the Conservation Commission may want to clear a portion of the area near the easement area to re-establish the Town's tree

Exeter Board of Selectmen
September 5, 2018
Page 2

nursery. Liberty would be glad to do any such clearing, at our cost, as we prepare the easement area for our facilities.

We will be present at the September 10 meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Sheehan". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Michael J. Sheehan

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Option Agreement") is made as of September __, 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 One Hundred 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
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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 Michael.sheehan@libertyutilities.com

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”). If Grantor ceases to use and maintain the existing roadway described above, Grantee shall have the right to maintain the existing roadway.

including snow removal, at Grantee's sole cost. 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 new roadways or portions thereof, including snow removal, as shall reasonably accommodate access to the Gas Facilities Easement Area by the Grantee by vehicles and equipment. Any construction and maintenance of such a new roadway by Grantee shall result in a roadway that is similar to the existing roadway and shall be at Grantee's sole cost. 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 no more than one story, shall not exceed 18 feet in height, 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.

Pelham Meter Station



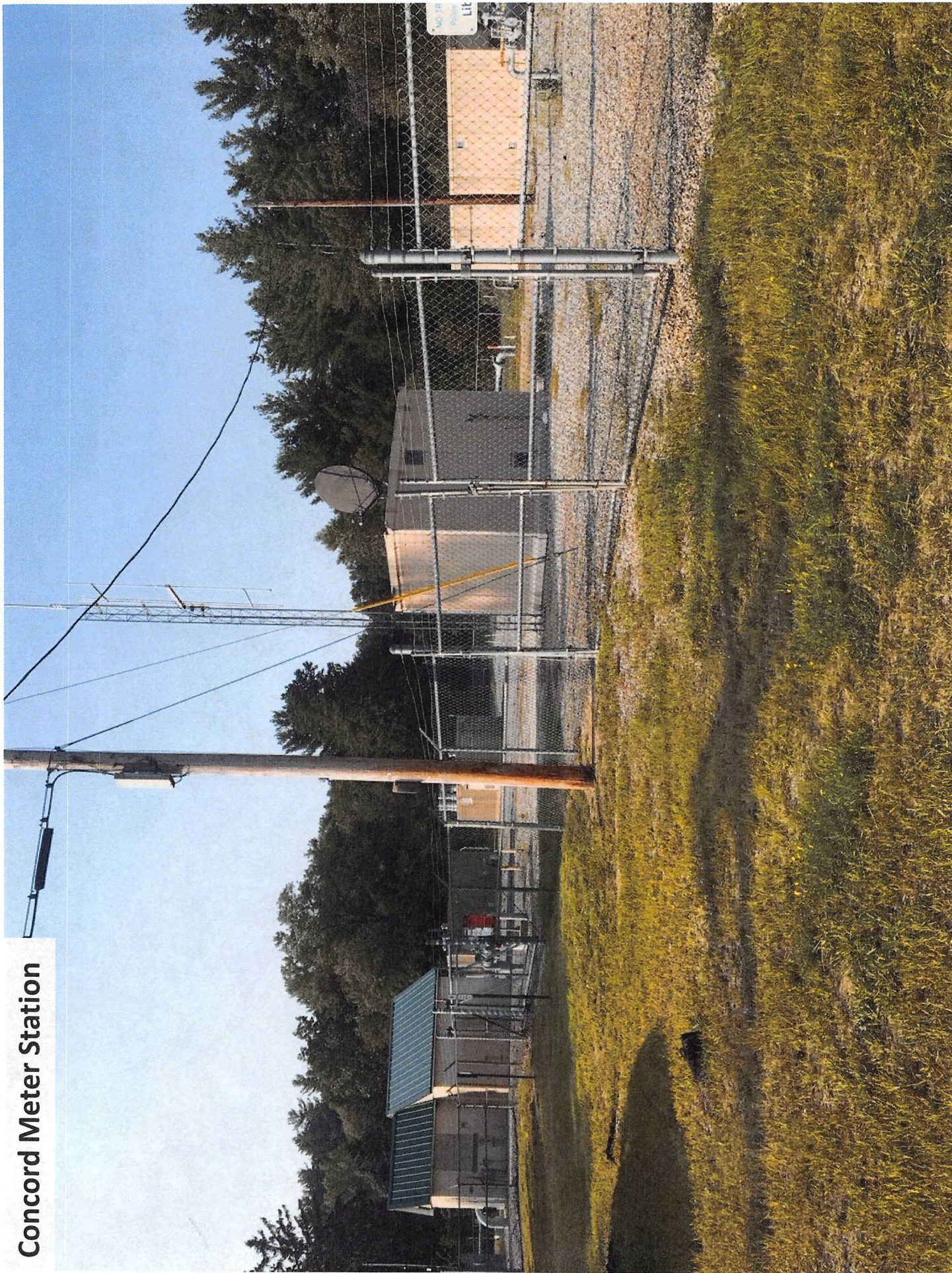
Pelham Meter Station



Concord Meter Station



Concord Meter Station



Concord Meter Station



AVSG Concord

Google

Concord Meter Station



Londonderry Meter Station



Londonderry Meter Station





Londonderry Meter Station

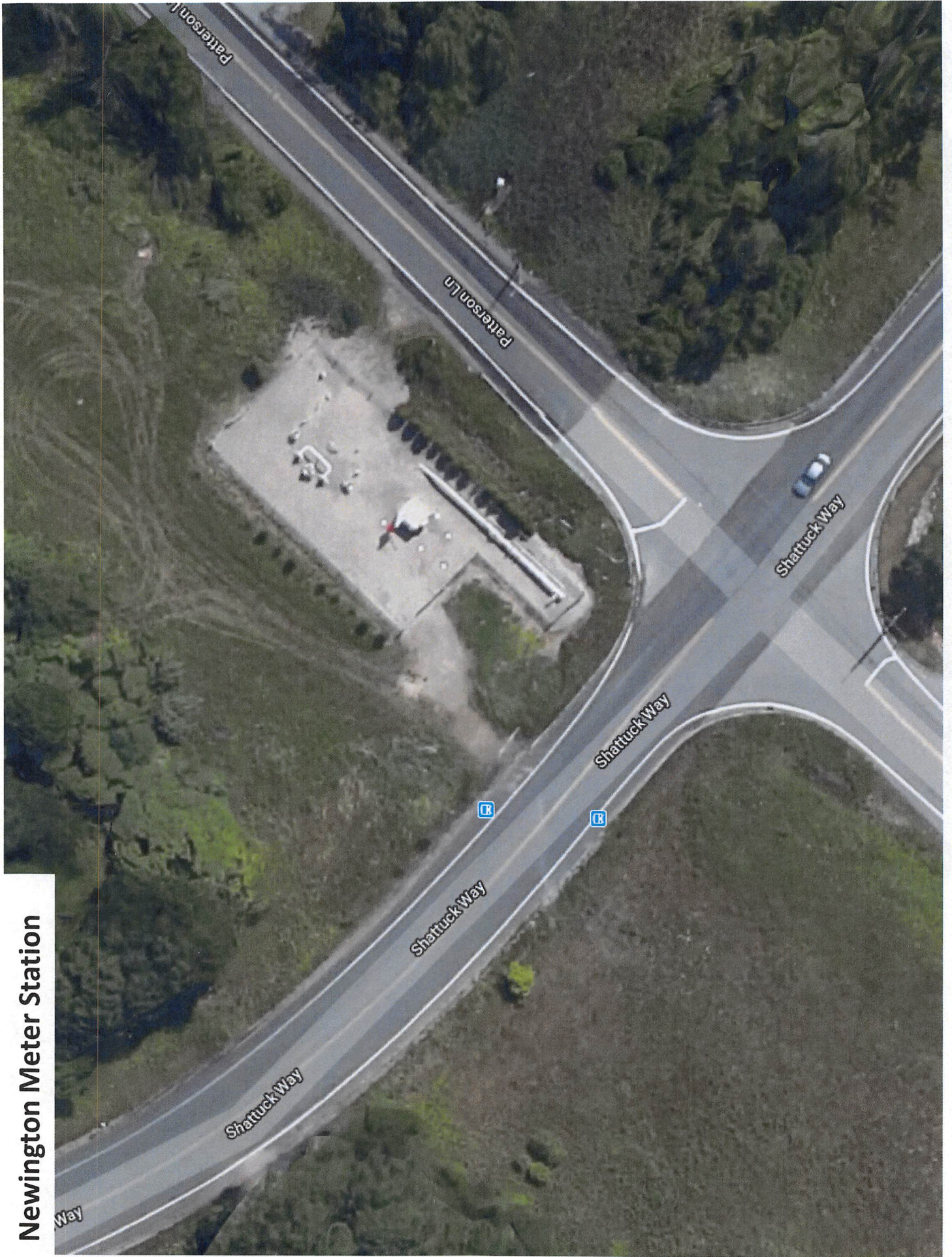
Londonderry Meter Station



Newington Meter Station



Newington Meter Station



Town
of
Exeter



Russ Dean <rdean@exeternh.gov>

Fwd: Granite Bridge Pipeline

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

Tue, Aug 21, 2018 at 8:34 AM

FYI

Sheri

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

From: **June Fabre** <junefabre@comcast.net>

Date: Mon, Aug 20, 2018 at 8:36 PM

Subject: Granite Bridge Pipeline

To: selectboard@exeternh.gov

Cc: sriffle@exeternh.gov

August 20, 2018

TO: The Select Board

RE: Granite Bridge Pipeline proposal

When I heard about the Granite Bridge Pipeline, my first thought was about public safety. To be fair and accurate, I downloaded and reviewed Liberty Utilities safety violations from the PUC for the last five years. What I found was that their safety violations have been both numerous and frequent.

I have attached two of the violations that are recent (within 3-years) and especially relevant to Granite Bridge.

1. The first document is about Liberty's overall safety record related to their **pipelines**. [**PS1707LU** Pipeline affected: **Leak Management Procedures on all distribution systems**] This document describes 9 violations related to their lack of necessary preventative maintenance to prevent gas leaks. These are very serious violations and Liberty received total civil penalties of over \$40,000.

2. The second document is about their safety record related to their **LNG tanks**. [**PS1603LU** Pipeline affected: **Concord LNG Facility**] This document describes violations related to deficiencies checking fire equipment and fire suppression systems as well as failure to notice that their emergency generator had not been operational for 4-months. (The generators supply back-up power for electrical, communication, emergency lighting and other systems)

These violations are relevant to Granite Bridge because the LNG tank that they want to building Epping would be 500 times larger than their tanks in Concord. If they are failing to maintain their small tanks in Concord, can we risk them failing to maintain the huge tank in Epping?

NOTE: These two documents describe initial probable violations. However, I have documentation from the PUC that these violations have been finalized as is.

A third event that the Select Board should be aware of is an incident that happened in Keene on December 19, 2015. An emergency occurred at Liberty's propane mixing facility. The incident "reports indicated that 64 fire departments from three states responded to Keene's call for mutual assistance for fire and EMS equipment with another dozen agencies between local, regional, state, and private companies being involved." (Quoted text was from the 150-page report about the state investigation.)

According to a January 14, 2016 report by WMUR, "Keene officials will be sending Liberty Utilities a bill for \$50,000 following a gas emergency in the city last month."

If you would like to read the 150-page report or any of Liberty's other violations, I can quickly provide them to you.

My thoughts are:

Is Exeter willing to take the risk to public safety, to our EMS system, and to town finances by selling Liberty the land that they need for the metering station?

I hope that the answer is that we **will not** sell Liberty Utilities land in Exeter for the metering station.

Sincerely,

June Fabre


10 Chestnut St. #2206

Exeter, NH 03833

junefabre@comcast.net

(603) 320-3469

2 attachments

 **PS1603LU.pdf**
299K

 **PS1707LU.PDF**
583K

Liberty Utilities response to the August 20 email to the Exeter Selectboard from June Fabre

The items from Ms. Fabre's email are presented below in *italics*, followed by Liberty Utilities' response to each item in **BOLD**

FABRE: *"The first document is about Liberty's overall safety record related to their pipelines. [#PS1707LU Pipeline affected: Leak Management Procedures on all distribution systems] This document describes 9 violations related to their lack of necessary preventative maintenance to prevent gas leaks. These are very serious violations and Liberty received total civil penalties of over \$40,000"*

LIBERTY: Liberty Utilities operates and maintains over 1,400 miles of distribution pipe in New Hampshire. We patrol, inspect and survey these pipes throughout the year in a number of different ways. We conduct mobile surveys, frost surveys, inspections of cast-iron and bare steel pipe and odor detection on our systems. Certain areas, like pipe that is hung on bridges, requires additional inspections over and above the normal surveys that are done through the year.

The items noted relate to additional inspections at specific locations within the required timeframe, which are to be done over and above the normal inspections. This issue was identified by Liberty Utilities and self-reported to the PUC Safety Division as part of the annual auditing process. Once identified, Liberty Utilities immediately notified the PUC, conducted the required inspections, updated our Operations and Maintenance Manual, made changes to our employee training, and made staffing changes.

While the safety of the public was not at issue, Liberty Utilities takes these issues very seriously and is always working to continuously improve our processes and training.

FABRE: *"The second document is about their safety record related to their LNG tanks. [PS1603LU Pipeline affected: Concord LNG Facility] This document describes violations related to deficiencies checking fire equipment and fire suppression systems as well as failure to notice that their emergency generator had not been operational for 4-months. (The generators supply back-up power for electrical, communication, emergency lighting and other systems). These violations are relevant to Granite Bridge because the LNG tank that they want to building Epping would be 500 times larger than their tanks in Concord. If they are failing to maintain their small tanks in Concord, can we risk them failing to maintain the huge tank in Epping?"*

LIBERTY: This is a mischaracterization. Regulations call for a backup "source of power" to be located at the LNG facility. The facility in question was never without a backup source of power and public safety was never at risk. Liberty Utilities employed onsite battery backup, which could power the facility safely for 24 hours in the event of a power outage. The Company had an agreement in place with a local vendor to provide a generator on-site within that time frame if needed. The issue cited by the Safety Division stems from the fact that the Company's Operations and Maintenance manual did not explicitly list battery backup as an accepted "source of power."

FABRE: *"These two documents describe initial probable violations. However, I have documentation from the PUC that these violations have been finalized as is. A third event that the Select Board should be*

aware of is an incident that happened in Keene on December 19, 2015. An emergency occurred at Liberty's propane mixing facility. The incident "reports indicated that 64 fire departments from three states responded to Keene's call for mutual assistance for fire and EMS equipment with another dozen agencies between local, regional, state, and private companies being involved." (Quoted text was from the 150-page report about the state investigation. According to a January 14, 2016 report by WMUR, "Keene officials will be sending Liberty Utilities a bill for \$50,000 following a gas emergency in the city last month."

LIBERTY: The incident in Keene in December of 2015 stems from a loss of power at our propane mixing plant. Keene is not served off of a pipeline. Instead propane is trucked into our facility, mixed with air, and then provided to customers via an underground distribution system. Commercial customers require a higher pressure, which is provided by a blower system.

Eversource lost power to the plant due to an issue on their electrical system. While there was a backup generator at Liberty's plant, it did not come online when needed. The result was the blower system not functioning, sending propane into the distribution system that was not properly mixed with air. When the higher Btu propane reached customer equipment it caused incomplete combustion in some locations.


Liberty Utilities employees were onsite at the plant within 12 minutes addressing the issue. We then coordinated efforts with the Keene Fire Department, going door to door, checking on each customer and relighting equipment when needed. Liberty Utilities paid for the services provided by the Keene Fire Department.

Liberty Utilities made numerous changes to the plant in Keene, including rewiring the blower system to ensure the backup generator responds when needed, staffing the plant 24/7 when the blowers are in operation, and upgrading and relocating several of the systems that control the plant.



Liberty Utilities purchased the Keene system in early 2015 and had ownership of the system for less than one year when the incident occurred. The investments in, and changes to, the plant that Liberty Utilities has made provides for the safe operation of the system, however the Company's long-term goal is to replace this facility.

NITROGEN CONTROL PLAN

Town of Exeter Nitrogen Control Plan



Presented by: Edward Leonard, PE
Renee Bourdeau, PE
September 10, 2018



The slide features a dark grey background with a white wavy line at the bottom. The title is centered at the top. The seal of the Town of Exeter, New Hampshire, is positioned to the right of the title. Below the title, the presenters' names and the date are listed. At the bottom left is the Wright-Pierce logo, and at the bottom right is the For My Willen Group logo.

Agenda

- July 23
 - Why the Nitrogen Control Plan is Needed
 - What the Nitrogen Control Plan Will Do
 - Watershed Loads
 - Nitrogen Control Measures
 - Alternatives Analysis
- **September 10**
 - **Summary of Nitrogen Control Plan**
 - **Next Steps**

2

Summary of Nitrogen Control Plan

- Documents baseline loadings
- Identifies nitrogen control measure that have been or will be taken by the Town
- Identifies an adaptive management framework for monitoring progress
- Identifies a 5-year implementation plan leading up to the Engineering Evaluation due in 2023

3

Implementation Plan – Point Source

- **WWTF Upgrade**
- **Main Pump Station Upgrade**
- **Forcemain Upgrade**
- **WWTF Operational Strategies**

4

Implementation Plan – Non-Point Source

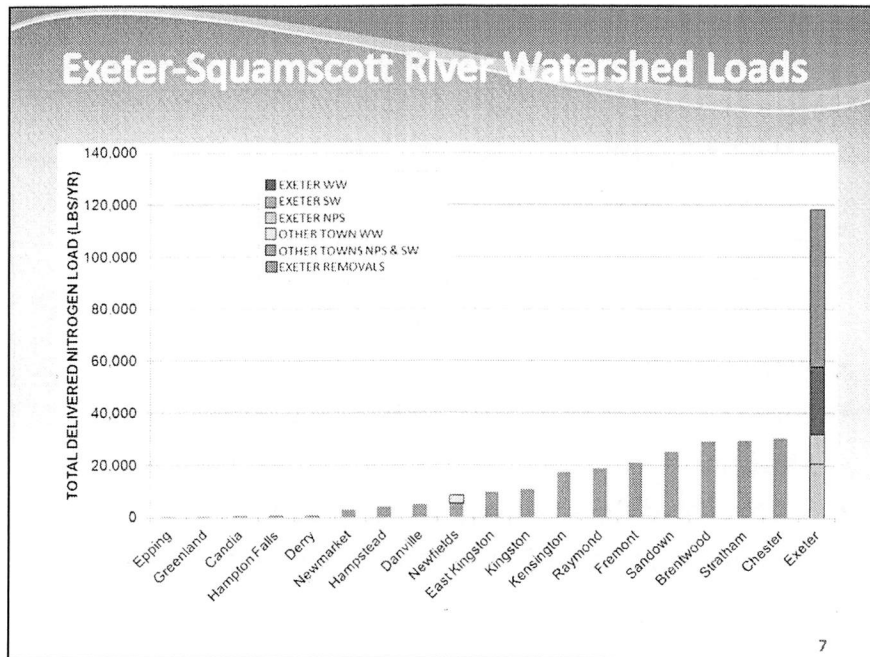
- **MS4 Program**
 - Public education and outreach
 - Good housekeeping and pollution prevention
 - Street/pavement cleaning program
 - Fertilizer Management on Municipal Facilities
- **Atmospheric deposition**
- **Leaf Litter and Organic Waste Collection**
- **Shoreland Protection and Land Conservation**
- Stormwater Best Management Practices
- Preliminary Storm Drain Asset Management Plan
- **Removal of Great Dam**

5

Implementation Plan – Management

- **Implement Tracking and Accounting/ PTAPP**
- **Implement Fertilizer Regulations**
- **Implement Site Plan & Subdivision Regulations**
- Monitor Water Quality
- Review EPA Monitoring Data in Squamscott River
- Coordinate with NHDES for Watershed Allocation
- Submit AOC Engineering Evaluation

6



- ### Summary
- Exeter will make nitrogen reductions via point source, NPS and management measures.
 - Exeter will obtain and review the significant monitoring data collected by others in the Great Bay watershed.
 - Exeter will join the other communities with recently completed or on-going WWTF upgrades
 - Rochester, Dover, Durham, Newmarket, Portsmouth
 - Exeter will continue to work with NHDES and other Great Bay communities on defining watershed allocations and watershed solutions.
- 8

Next Steps

- Obtain input from the Select Board (9/10)
- Receive final comments from the Town (9/18)
- Finalize Nitrogen Control Plan and submit (9/28)

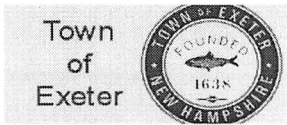
9

Questions / Discussion



10

SOLID WASTE FEES – BRUSH DUMPING



Russ Dean <rdean@exeternh.gov>

Select Board Packet - Brush Dumping Info

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

Fri, Sep 7, 2018 at 3:18 PM

Hi Russ,
Please find attached information regarding surrounding communities' practices.
We continue to compile information and will update the comp sheet, but this should be useful for the Board's consideration. We've also included a couple photos.
Thank you,
Jennifer

--
Jennifer Royce Perry, P.E., Director
Exeter Public Works
13 Newfields Road
Exeter, NH 03833
(603) 773-6157
Enhancing, Preserving Community & Environment

Like us on Facebook!


5 attachments




IMG_0541.JPG
8324K



IMG_0549.JPG
13226K

 **BrushDumpComps_2018.pdf**
186K

 **SAMPLE_Hauler Form_Hampton.pdf**
274K

 **NHDES_Open Burn Info.pdf**
452K





MUNICIPAL BRUSH HANDLING
EXETER, NH

	Resident	Resident Permit	Commercial	Limits	Final Handling	Stump Dump Hours
NEIGHBORING TOWNS						
Brentwood	\$0		\$25/1-ton pickup \$50/>1-ton pickup homeowner letter	< 5 inch dia.		Tue & Thu 3 - 4; 1st Sat
East Kingston, Kingston, Kensington (Landscapers Depot)	\$68/pickup \$90/1 ton pickup		\$75/pickup \$100/1 ton pickup		burn	M-F 7-5 Sat 8-4 Sun 10-4
Epping	\$0		Not accepted	< 4 inch diameter		Wed 12-7; Sat & Sun 9 - 4
Hampton Falls		\$30/3 yr	Not accepted	< 5 inch dia.; no stumps		April - November Sat 8-2
Hampton	\$0		Accepted; if out of town, require owner signed form	< 6 inch dia.; no stumps	chip by contractor in April & Nov	MWFSat Sun 8-3, Thu 12-3
Newfields (contract w/Newmarket)	\$0	residency proof: license or utility bill	Only with resident present	< 5 inch dia.; no logs, no stumps	burn	Wed 12-6 sumr; Wed 8-2 winter; Sat 7:30 - 4
North Hampton	\$0	\$1/yr with vehicle registration	Not accepted	< 5 inch dia.; < 5 foot length; larger & stumps go to ERRCO (fees)	chip in-house regularly; catastrophic hire out	April - November Sat 8-12, 12:30-4:30
Stratham		\$5		no stumps, no tree trunks, no limbs > 6 inch dia.		April - November Sat 9-4; December - Mar 1st & 3rd Sat 9-4
OTHER COMPARABLE TOWNS/FACILITIES						
Durham	\$0	\$0 with vehicle registration	landscaper 1 day permit	< 5 inch dia.; < 5 foot length	burn & chip	Tue & Sat 7:30 - 3
Greenland	\$0	\$10/yr	\$25/truck load	no stumps	chip by contractor \$3k & chips go	Wed & Sat 8-5
Newmarket	\$0	residency proof: license or utility bill	Only with resident present	< 5 inch dia.; no logs, no stumps	burn	Wed 12-6 sumr; Wed 8-2 winter; Sat 7:30 - 4
Raymond (Casella)	\$0		Not accepted	only allow small amounts, bags, small pickup		
ERRCO	NA	NA	\$72.25/ton			M-F 7-4:30

TOWN OF HAMPTON

Hauler and/or Contractor Form

For ALL Building Or Remodel Jobs, A Copy Of The **BUILDING PERMIT** For The Job Site Being Worked
MUST Be Provided

ALL ITEMS MUST BE COMPLETED (Please Print – One Form Per Day is Required)

Part 1 (Completed by Hampton Resident or Hampton Business person)

Name of Hampton Resident or Business Being Served: _____

Hampton Address Where Material is Coming From: _____

Phone Number: _____

Part 2 (Completed by Hampton Resident or Hampton Business person)

Hauler or Contractor's Name: _____

Address: _____

Phone Number: _____ Driver's Name: _____

Hauler or Contractor's Vehicle – Make: _____ Model: _____ Year: _____

Color: _____ State: _____ Plate #: _____

Part 3 (Completed by Hampton Resident or Hampton Business person)

Date Materials being Hauled to Transfer Station: _____

Description of Materials Being Brought in (Be Specific): _____

Materials are subject to fees, which must be paid for when the materials are brought into the transfer station. Payment will be made with either a check, money order or a credit/debit card (VISA, Master Card and Discover). Cash is no longer accepted at the transfer station. **ALL LOADS MUST BE COVERED.**

Part 4 (Completed by Hampton Resident or Hampton Business person) I hereby authorize the above named Hauler/Contractor to bring materials from my property/business into the transfer station. I certify that these materials originated from the Town of Hampton and are not hazardous. I understand that if this form is not complete, the materials may be turned away from the transfer station. I further certify that the above information is true, and I understand that false statements could leave me personally subject to prosecution by the Town of Hampton under New Hampshire RSAs and town ordinances.

Resident or Business Signature: _____ Date: _____

Overview

Open burning is - The burning of combustible material where the emissions do not vent through a stack, chimney or flue, but is released directly to the air. Open Burning is regulated under RSA 125-C and New Hampshire Code of Administrative Rules Env-A 1000 Prevention Abatement and Control of Open Sources of Air Pollution. In addition, RSA 125-N prohibits the open burning of household waste.

Open burning is limited to:

- Untreated wood, campfire wood, brush, or charcoal in a campfire, outdoor grill, or outdoor fireplace for recreational purposes or for preparation of food;
- On-Premises burning for the purpose of frost prevention or agricultural, forestry or wildlife habitat improvement;
- Burning of untreated wood, campfire wood, or brush in bonfires in conjunction with holiday or festive celebrations;
- On-site burning by the landowner of brush with leaves, provided the materials originates on-site;
- On-site burning, by the owner of a private single-family residence occupied by the owner, of untreated lumber, provided the material originates on-site;
- Burning by any city or town of brush; and,
- The incidental combustion, under the supervision of a solid waste facility operator, of the untreated wood component of construction and demolition debris at any municipal transfer station subject to regulation under [RSA 149-M](#).
Incidental means: Occurring merely by chance or without intention or calculation. (Merriam-Webster Dictionary 2016)

! Burning of any of the following materials is strictly prohibited:

- Construction & demolition debris
- Tires
- Household trash
- Packaging materials
- Plastics
- Coated or laminated paper
- Coated or treated cardboard
- Oily rags
- Animal, vegetable and kitchen waste
- Used Oil, gasoline and hazardous waste
- Brush greater than 5 inches in diameter
- Any wood that has been painted/stained, glued, or treated in any way

Health and Environmental Affects

The resultant smoke and ash from burning prohibited materials is harmful to you and your family's health and can contaminate your property and the environment. According to an EPA study, burning a week's worth of trash from a single home in an open barrel puts as much of some toxic chemicals (such as dioxin and furans) in the air as a well-controlled municipal incinerator burning trash from thousands of homes!

Ash Disposal

You are liable for the proper cleanup and disposal of ash and debris from the burning of prohibited materials. The ash must be promptly disposed at a facility authorized to receive it. Do not abandon, bury, spread or dump it anywhere except at an authorized facility. Special handling procedures apply if the ash contains asbestos. To protect public health and the environment, you must restrict access, post signs as needed, and keep the material wet or covered until it is properly disposed of or testing confirms it contains no asbestos. For assistance with ash disposal please contact the NHDES Solid Waste Management Bureau at 603-271-2925

Permits

A fire permit (Permit to Kindle a Fire) from a local Forest Fire Warden, the State Forest Ranger, and local authorities is required (if applicable) for permissible opening burning activities. Fire permits are issued by the New Hampshire Department of Resources and Economic Development.

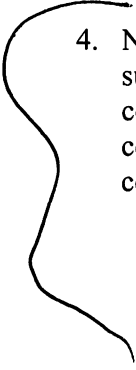
Select Language ▼

Powered by [Google Translate](#)

NH Department of Environmental Services | 29 Hazen Drive | PO Box 95 | Concord, NH 03302-0095
(603) 271-3503 | TDD Access: Relay NH 1-800-735-2964 | Hours: M-F, 8am-4pm

[NH.gov](#) | [privacy policy](#) | [accessibility policy](#)
copyright 2017. State of New Hampshire

NHDES Website
8/22/18

- 
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

Table 3. Freon Appliance Disposal Fees by Town

Town	Freon appliance disposal fee
Barrington	\$17.00
Dover	\$10.00
Epping	\$10.00
Farmington	\$17.00
Hampton	\$10.00
Kingston	\$25.00
Lee	\$10.00
Milton	\$10.00
Newmarket	\$15.00
Northwood	\$15.00
Nottingham	\$10.00
Raymond	\$20.00
Rye	\$15.00
Seabrook	\$10.00
Somersworth	A/C: \$14.00; Fridge/Freezer: \$18.00
Stafford	\$20.00
Stratham	\$20.00

Option 3: Seek out new sources of revenue

Recommendation 5: Consider the Cost of free brush dumping and commercial utilization

One issue that has been raised regarding the transfer station is the costs associated with brush dumping. Currently, residents with a transfer station permit can dump unlimited amounts of brush and wood at no cost. While there is no additional cost to the resident, the town must rent a bulldozer several times a year to push the brush into a manageable pile at the bank. This allows orderly and continued brush dumping at the transfer station. Renting this equipment costs the town several thousand dollars each year and represents a large portion of the transfer station deficit. Most surrounding towns accept brush for free, so Exeter is not unique in this regard. The town should develop creative means to offset the cost of the equipment rental.

One means of doing so would be to charge commercial vendors a flat fee per load of landscaping debris. The issue has been raised that there is apparent abuse of the landscape materials dumping

by commercial vendors. While it is against the town's ordinances to dispose of out-of-town materials at the transfer station, there is no way to determine if a company is bringing in brush from Exeter or across the town line in Kingston. Charging for commercial dumping of brush would allow the town to recoup the cost of renting the bulldozer while also deterring improper disposal. Residents would still face no charges for their disposal of brush; the fee would only apply to businesses. A fee for commercial brush dumping could yield thousands of dollars per year. When combined with other efforts, the gap in the transfer station budget can be effectively eliminated.

Recommendation 6: Consider fees for large metal items and White Goods

As mentioned above, Exeter does not charge for the disposal of bulky metal goods such as washers, dryers, snow blowers, lawn mowers, etc. Residents with a transfer station permit can dispose of these items in the roll off container free of additional charge. The underlying theory behind this method is that these items can be sold as scrap metal and the town can recoup the cost of disposal that way. While this had been the case 5-10 years ago, it is becoming harder and harder to recoup the costs in this manner. First of all, fuel and labor prices continue to rise. This makes hauling the materials much more expensive. Second, today's scrap metal appliances are becoming more and more "contaminated." This refers to the non-metal parts that are attached to the units. The pieces all need to be stripped from the metal, costing more in labor, making the item less valuable. Finally, the price of scrap metal has fallen dramatically. These three factors combine to make what was once a cost-effective program one that puts a strain on the budget. To mitigate this issue, surrounding towns often charge for the disposal of these goods. Kingston, Northwood, and Barrington all charge \$5.00 per item. Newmarket, Hampton, Nottingham, and Stratham all charge \$10.00 per item. Strafford charges \$15.00 per item. Since there is no log for how many of these items are disposed of at the transfer station, it is not possible to accurately predict how much revenue this would generate. It is, however, reasonable to assume that charging even \$5 per item could potentially yield hundreds or thousands of dollars per year.

To our fellow citizens, in the Town of Exeter, regarding use of the brush pile at the Transfer Station,

Because there is a need to keep the town of Exeter looking as beautiful as it always has, the citizens and businesses need a place to put their biodegradable material.

Due to various life circumstances many residents of the Town of Exeter do not have access to a vehicle that would enable them to move large pieces of brush on their own, nor do they have the financial means to cover the additional cost of the suggested fee per load that they would incur to have their yard cleaned

In order to cover the cost of hiring a bulldozer to push the current brush pile back periodically, we suggest that the resident transfer station stickers be raised to \$20 per vehicle and that there be a yearly flat fee of \$250 per year per business for commercial vendors in addition to the \$20 per vehicle fee.

A manageable yearly fee will serve the dual purpose of keeping small businesses in the town operational and encourage future small businesses to open up in Exeter.

The funds remaining through this yearly increase, after the costs of the bulldozer, can be put forward toward a longer-term solution.

Thank you,

*Submitted
by Yeti Landscaping
Sept 2018*

Town
of
Exeter



Russ Dean <rdean@exeternh.gov>

Fwd:

2 messages

Julie Gilman <jgilman@exeternh.gov>
To: Russell Dean <rdean@exeternh.gov>

Tue, Aug 28, 2018 at 10:20 AM

Brush

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

From: Suzanne Bokath Stone <info@meanderingpath.com>

Date: Mon, Aug 27, 2018, 3:58 PM

Subject:

To: ASurman@exeternh.gov <ASurman@exeternh.gov>, dclement43@comcast.net <dclement43@comcast.net>, jgilman@exeternh.gov <jgilman@exeternh.gov>, kcorson@exeternh.gov <kcorson@exeternh.gov>, mcowan@exeternh.gov <mcowan@exeternh.gov>

Dear sir or madam

I regret that I cannot be at the next select board meeting when the subject of the transfer station fee structure is slated to be discussed. Please accept this letter as my formal submission to the record.

My name is Suzanne Stone. I am an Exeter resident. I co-own a small gardening company called The Meandering Path. Together with my business partner, Cindy Driscoll, we have been providing landscaping services in this area for 17 years.

I would like to ensure that the following questions have been answered before a final decision is made on this issue:

- 1) Exactly how much more money, per year, is needed to address the specific issue of debris management?
- 2) Have the past (at least) 2 years of log books for the transfer station been reviewed to determine a) how many loads of debris can be attributed to landscapers b) how many landscapers or other professionals are using the debris dumping area?
- 3) Has a review of the transfer station been conducted with regard to determining whether or not the current debris dumping area is the most appropriate? Can the debris dumping area be accessed from above? Can the debris be dumped in holes and covered? Can it be chipped instead of bull dozed?
- 4) Has there been a discussion about the fact that in-town residents will be more heavily impacted by increased fees than more rural residents only due to the restrictions of their property?
- 5) has there been a review of the fee structures of other, SIMILAR TOWNS (and I mean, by this, towns with small in-town, congested lots with no access to on-sight areas for debris management) ?
- 6) has there been a discussion about how significantly increasing the fees may impact illegal dumping and invasive species spread?
- 7) has there been a discussion on how a per load fee structure would be played out in real time? How would we pay? At the transfer station? At the town clerk on a daily basis? Monthly billing? What are the tangential costs to the town of a fee structure of that nature?
- 8) have we explored the option of cost by weight - the cost of a scale?
- 9) have we explored the option of charging more for debris over a certain diameter ?

At this juncture I would argue that a per load fee structure would be overly burdensome to the town and inordinately burdensome to landscapers from a financial prospective. In addition, it will put an unfair burden on those residents that live in town, on small lots, with no debris management choice but the transfer station.

I understand that debris management is expensive . I understand the DPW had determined the current charge for use will not cover expenses and we, as a town, need to raise money for debris management. I would urge you to increase transfer station stickers to do this. Perhaps institute a landscaper vs. resident sticker or a sticker fee structure that takes into account how many loads the purchaser will take to the stations year (e.g. \$15 for 1-5 loads, \$30 for 6-10, etc.).

Sincerely

Suzanne Stone
The Meandering Parh

--

Suzanne Bokot Stone The Meandering Path Like us on Facebook! Www.meanderingpath.com Email: info@meanderingpath.com Sent from Gmail Mobile

Russ Dean <rdean@exeternh.gov>

Tue, Aug 28, 2018 at 10:27 AM

To: Jennifer Perry <jperry@exeternh.gov>, Jay Perkins <jperkins@exeternh.gov>, Trisha Allen <tallen@exeternh.gov>

All if we can put these questions in a matrix of some kind, so we can have answers for our next round of discussions on the topic.

I believe you have the other lengthy one as well, if not please let me know.

We'll need to do a strong solid survey on this brush dumping topic and have all our ducks in a row about what EXACTLY the other towns do around us (SAU16 towns) (and any other good southern tier examples like maybe Hampton, Londonderry, etc.) for 1) residents, and 2) commercial haulers.

Thank you,

Russ

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Town
of
Exeter



Russ Dean <rdean@exeternh.gov>

Fwd: Yard waste fees

5 messages

Enna Grazier <enna_grazier@yahoo.com>

Thu, Aug 23, 2018 at 12:28 PM

To: Russ Dean <rdean@exeternh.gov>

Hello Russ,

I meant to include you in this. Just a bunch of questions to add to the pot on waste fees. I would like to see the town plan for a more long-term sustainable solution, my sense is that the fee structure proposed a couple of weeks ago is overly reactive, and not as proactive as it should be.

Enna

Begin forwarded message:

From: Enna Grazier <enna_grazier@yahoo.com>

Subject: Yard waste fees

Date: August 22, 2018 at 12:01:10 PM EDT

To: Kathy Corson <kcorsen@exeternh.gov>, Julie Gilman <jgilman@exeternh.gov>, Molly Cowan <mcowan@exeternh.gov>, Don Clement <dclement43@comcast.net>, ASurman@exeternh.gov

Dear Select Board Members,

With regard to dumping brush by Exeter residents: I strongly discourage the town from charging a "per-load" fee for residents (non-commercial). With a pay-per-load system, people who do not own a large truck or trailer will pay a disproportionately higher fee, as they have to make multiple small dump runs to dispose of the same volume. This will unfairly burden residents who either do not own a large vehicle or cannot afford a landscaping service, many of these residents may be in a lower income bracket.

Below I share a number of other questions that I hope will be considered on the topic, mostly related to how commercial entities are using our facility:

Does the dump not have a scale? It seems that charging per weight may be helpful.

What is the rate at which our facility is reaching capacity? How does the fee correlate to changing/managing this capacity?

Is there a way to utilize funds from a more reasonable fee to purchase equipment that will help process brush and yard waste?

As I stated at the previous Selectboard meeting, it is not clear to me what the purpose of the fee is: is the higher fee for commercial entities intended to help process the waste, or is a higher fee intended to reduce or discourage commercial use altogether? If the town's intention is to reduce or eliminate commercial dumping, I'd encourage setting a policy that supports that. If the town's intention is to raise funds in order to manage/process the material that is dumped, then I'd like to see what facility/equipment improvements are necessary, and base new fees on those costs.

How much brush is processed and re-used by residents or the town? I am aware of the free mulch that is available at the dump, and wonder how much that is utilized. If this service were better utilized or improved, would this help address the issue of diminishing space?

Can the town invest more resources in educating residents on how to compost yard waste (and kitchen waste) on their own property? When properly managed, some yard and brush waste can be recycled right at home. This will not work for the volume of waste generated by commercial entities... which brings me back to my earlier question: is the town trying to deter commercial dumping altogether?

When large-scale and luxury properties are added to our town infrastructure, does this also increase the rate of commercial landscaping (and associated dumping) that happens in our town? How can large-scale landscaping or land-ownership be addressed equitably in the dumping fee structure?

If the town can improve how it tracks where waste is coming from, could commercial entities be charged a different rate for non-residential property?

Can our town limit yard waste to a certain size: i.e. require that brush be under a maximum length, and trunks under a maximum width?

Could the town develop a separate drop-off and processing area for yard/landscaping waste - perhaps add composting and more sophisticated recycling, with education and resources?

Incidentally, some residents in my neighborhood already dump yard waste into a stream/wetland area off of Hale Street. I am afraid that raising of fees will discourage even more residents from using town facilities, and result in an increase of dumping brush into inappropriate places. Dumping on land such as the stream in my neighborhood increases the rate of ticks, mice and vermin, and also disrupts healthy water drainage patterns.

<https://www.cityofmadison.com/streets/yardWaste/brushprocessing.cfm>
<http://www.merrimac01860.info/154/Yard-Waste>

Thank you,

Enna Grazier
 8 Warren Ave.
 Exeter NH 03833

web: www.ennachocolate.com
instagram: @ennachocolate
tel: 617-817-0698
 sign up for my email list: <http://eepurl.com/b4IIPj>

Mission: *make, taste, share fine chocolate: finding my way in the chocolate revolution.*

Russ Dean <rdean@exeternh.gov>

Thu, Aug 23, 2018 at 12:33 PM

To: Jennifer Perry <jperry@exeternh.gov>, Jay Perkins <jperkins@exeternh.gov>, Trisha Allen <tallen@exeternh.gov>

All,

Questions for your consideration.

What is our current method of enforcing illegal dumping - Police Department? Do we have a reporting system?

[Quoted text hidden]

Russ Dean <rdean@exeternh.gov>

Thu, Aug 23, 2018 at 1:14 PM

To: Enna Grazier <enna_grazier@yahoo.com>

Hi Enna, thank you I will make sure this gets to DPW as well as the Select Board.

I've attached a review of our solid waste program which was done earlier this year. The specific discussion on the brush issues begins on page 30. I think you'll find the report pretty informative.

Very sad to see the recycling markets are in a free fall :/

My best,

Russ

[Quoted text hidden]

 **Solid Waste Program Review_2018_04_25.pdf**
12670K

Enna Grazier <enna_grazier@yahoo.com>
To: Russ Dean <rdean@exeternh.gov>

Thu, Aug 23, 2018 at 2:22 PM

Thanks Russ!

I'll read that report.

Yes - so sad that recycling is such a challenge. I wish it was easier!

Enna

[Quoted text hidden]

[Quoted text hidden]

<Solid Waste Program Review_2018_04_25.pdf>

Julie Gilman <jgilman@exeternh.gov>
To: Russell Dean <rdean@exeternh.gov>

Tue, Aug 28, 2018 at 10:22 AM

More brush

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

From: Enna Grazier <enna_grazier@yahoo.com>

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PROPERTY USE FEES

FEE SCHEDULE FOR FACILITIES

Item	Exeter Non-Profit	Exeter For Profit	Non-Exeter Non-Profit	Non-Exeter For Profit
Town Hall Auditorium (current)	\$ -	\$ 125.00	\$ 125.00	\$ 125.00
Town Hall Auditorium (proposed)	\$ 75.00	\$ 250.00	\$ 125.00	\$ 500.00
Town Hall Art Gallery (current)*	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Town Hall Art Gallery (proposed)	\$ 40.00	\$ 125.00	\$ 50.00	\$ 250.00
Town Hall Gallery Backroom (current)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Town Hall Gallery Backroom (proposed)	\$ 30.00	\$ 100.00	\$ 35.00	\$ 125.00
Town Office Nowak Room (current)	\$ -	\$ -	\$ -	\$ -
Town Office Nowak Room (proposed)	\$ 40.00	NA	NA	NA
Town Office Wheelwright Room (current)	\$ -	\$ -	\$ -	\$ -
Town Office Wheelwright Room (proposed)	\$ 30.00	NA	NA	NA
Recreation Building (current)	\$ -	\$ 40.00	\$ -	\$ 40.00
Recreation Building (proposed)**	\$ 40.00	\$ 60.00	\$ 60.00	\$ 60.00
Senior Citizen's Building (current)	\$ -	\$ 40.00	\$ -	\$ 40.00
Senior Citizen's Building (proposed)**	\$ 40.00	\$ 60.00	\$ 60.00	\$ 60.00

Price is per day unless otherwise noted

*One time suggested donation

** Per 2 hour block

NA Not available to these groups

CURRENT SAU 16 FEES FOR COMPARISON PURPOSES

FEE SCHEDULE FOR FACILITIES

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit
Auditorium	\$ 150.00	\$ 500.00	\$ 150.00	\$ 500.00
Gym (per 4 hr event)	\$ 100.00	\$ 150.00	\$ 100.00	\$ 150.00
Cafeteria (per 4 hr event)	\$ 75.00	\$ 100.00	\$ 75.00	\$ 100.00
Classroom (per 4 hour event)	\$ 30.00	\$ 60.00	\$ 50.00	\$ 100.00
Computer Lab Multi Trades Lab	\$ 40.00	\$ 80.00	\$ 80.00	\$ 80.00
Science Lecture Hall	\$ 100.00	\$ 150.00	\$ 150.00	\$ 150.00
Culinary Arts Dining Room	\$ 100.00	\$ 150.00	\$ 150.00	\$ 150.00
Roy Morrisette Room	\$ 75.00	\$ 100.00	\$ 100.00	\$ 100.00
Library	\$ 50.00	\$ 100.00	\$ 100.00	\$ 100.00
SST Automotive Garage	\$ 160.00	\$ 250.00	\$ 250.00	\$ 250.00
Stadium	\$ 150.00	\$ 300.00	\$ 300.00	\$ 300.00
Custodial Services (per hour)	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
Stage Manager (per hour)	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50
Grounds Maint. (per hour)	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50
Scorekeeper (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Kitchen	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00

***** Price is per day unless specified *****

Pricing effective 7/1/2012

CIP DISCUSSION

CIP Projects 2019

<u>Project Title</u>	<u>Project Type</u>	<u>Estimated Cost</u>	<u>Town Funds</u>	<u>Other Funds</u>	<u>Department/Sponsor</u>	<u>Funding</u>
ADA Accessibility CRF	Capital Reserve Fund	50,000	50,000		Planning	Taxes
Epping Road Sidewalk Extensions	Infrastructure/Roads-Sidewalks	940,000	180,000	760,000	Planning	Taxes/Grants
Raynes Barn Improvements	Facilities	214,000	107,000	107,000	Conservation Commission	Taxes/Grants
Dispatch Communication Upgrades	Facilities	153,451	153,451		Police/Fire	Taxes
Intersection Improvements Program	Infrastructure/Roads-Sidewalks	50,000	50,000		DPW	Taxes
Pickpocket Dam Reclassification	Infrastructure/Facilities	400,000	400,000		DPW	Bond/Taxes
Sidewalk Replacement Program	Infrastructure/Roads-Sidewalks	120,000	120,000		DPW	Taxes
Salem Street Utility Improvements Design	Infrastructure/Water/Sewer/Utilities	325,000	325,000		DPW	Bond/Taxes/Water/Sewer
Townhouse Common Renovation	Parks	34,830	34,830		Parks/Recreation	Taxes
Tennis Court Resurfacing/Fence Improvements/ADA	Recreation Park	189,500	189,500		Parks/Recreation	Taxes/Revolving Funds
Recreation Park Renovation	Recreation Park	4,782,450	4,782,450		Parks/Recreation	Bond/Taxes/Revolving Funds/Impact Fees
Exeter Public Library Renovation	Facilities	4,505,885	4,505,885		Library	Taxes
Water/Sewer Funds						
Newfields Road Water Main Extension	Infrastructure/water/sewer/utilities	1,610,000	1,610,000		DPW	Bond/water rates
Folsom Life Station Rehabilitation	Infrastructure/water/sewer/utilities	200,000	200,000		DPW	Warrant Article/sewer rates
Squamscott River Sewage Siphons	Infrastructure/water/sewer/utilities	800,000	800,000		DPW	Bond/sewer rates

Note: Salem Street project is 8.1% general fund, 54.5% water fund, 37.5% sewer fund.

Total Salem Street project is estimated at \$4,765,000

All Funds - Project Listings
Town of Exeter - Capital Improvement Program
2019-2024

Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
ADA Accessibility Capital Reserve Fund (CRF)	Planning	50,000	50,000						50,000
Bike & Pedestrian Master Plan	Planning	25,000		25,000					25,000
Complete Streets Study	Planning	25,000		25,000					25,000
Downtown Pocket Park	Planning	70,000		70,000					70,000
Downtown Traffic Flow Study	Planning	50,000					50,000		50,000
Epping Road Sidewalk Extension	Planning	940,000	940,000						940,000
Raynes Barn Improvements	Planning	214,000	214,000						214,000
Total Planning		1,374,000	1,204,000	120,000	-	-	50,000	-	1,374,000
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Dispatch Communication Upgrades	Fire/EMS	153,451	153,451						153,451
Self-Contained Breathing Apparatus Repl	Fire/EMS	287,000			287,000				287,000
Communications Repeater Site	Fire/EMS	73,292		73,292					73,292
Sub-station Design/Construction	Fire/EMS	3,010,000		45,000	155,000	2,810,000			3,010,000
Total Fire - EMS		3,523,743	153,451	118,292	442,000	2,810,000	-	-	3,523,743
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Intersection Improvement Program	DPW - Highway/Engineering	50,000	50,000						50,000
LED Streetlight Retrofit	DPW - Highway/Engineering	400,000		400,000					400,000
Pickpocket Dam Reclassification	DPW - Highway/Engineering	400,000	400,000						400,000
Sidewalk Replacement Program	DPW - Highway/Engineering	720,000	120,000	120,000	120,000	120,000	120,000	120,000	720,000
Portsmouth Avenue Reconstruction	DPW - Highway/Engineering	4,257,000				200,000	4,057,000		4,257,000
Westside Drive Area Reconstruction (1)	DPW - Highway/Engineering	900,000		100,000	800,000				900,000
School Street Area Reconstruction (1)	DPW - Highway/Engineering	2,925,000				300,000	2,625,000		2,925,000
Salem Street Utility Improvements (1)	DPW - Highway/Engineering	4,144,000	295,000	3,849,000					4,144,000
Total Public Works General		13,796,000	865,000	4,469,000	920,000	620,000	6,802,000	120,000	13,796,000
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Squamscott River Waterfront Seawall/Sidewalk	DPW - Maintenance	TBD		TBD					
DPW Facility Replacement	DPW - Maintenance	3,750,000		3,750,000					3,750,000
Total Public Works Maintenance		3,750,000	-	3,750,000	-	-	-	-	3,750,000
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Townhouse Common Renovation	Parks/Recreation	34,830	34,830						34,830
Kids Park Renovation	Parks/Recreation	92,500	92,500						92,500
Tennis Court Resurfacing/Fencing/ADA	Parks/Recreation	189,500	189,500						189,500
Rec Park Renovation - Ball Fields	Parks/Recreation	4,782,450	4,782,450						4,782,450
Park St. Common - Playground Renovation	Parks/Recreation	112,520		112,520					112,520
Gilman Park Pavilion	Parks/Recreation	25,000		25,000					25,000
Gale Park Renovation/Walkway	Parks/Recreation	38,000		38,000					38,000
Community Center	Parks/Recreation	5,000,000			5,000,000				5,000,000
Brickyard Park Renovation/Addition - Playground	Parks/Recreation	350,000				350,000			350,000
Total Parks/Recreation		10,624,800	5,099,280	175,520	5,000,000	350,000	-	-	10,624,800
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Library Renovation/Expansion	Library	4,505,885	4,505,885						4,505,885
Total Library		4,505,885	4,505,885	-	-	-	-	-	4,505,885
Total General Fund CIP		37,574,428	11,827,616	8,632,812	6,362,000	3,780,000	6,852,000	120,000	37,574,428

(1) Water/Sewer components included - see individual sheet for breakdowns

All Funds - Project Listings
Town of Exeter - Capital Improvement Program
2019-2024

Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Groundwater Source Development	DPW - Water	TBD	TBD	TBD					-
Newfields Road Water Main Extension	DPW - Water	1,610,000	1,610,000						1,610,000
Surface Water Treatment Plant Upgrades	DPW - Water	TBD							-
Water Main Rehabilitation Program	DPW - Water	6,920,000	-		1,730,000	1,730,000	1,730,000	1,730,000	6,920,000
Total DPW Water CIP		8,530,000	1,610,000	-	1,730,000	1,730,000	1,730,000	1,730,000	8,530,000
NOTE: Project cost is total, 6 year number is fund contribution/portion only									
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Folsom Lift Station Rehabilitation	DPW - Sewer	200,000	200,000						200,000
Squamscott River Sewage Siphons	DPW - Sewer	800,000	800,000						800,000
Lagoon Sludge Removal	DPW - Sewer	2,296,000		441,000	450,000	459,000	468,000	478,000	2,296,000
Webster Pump Station Rehabilitation	DPW - Sewer	1,596,000		1,596,000					1,596,000
Sewer Main Rehabilitation/Replacement	DPW - Sewer	1,500,000			500,000	500,000	500,000		1,500,000
Court Street - Lift Station/Force Main Upgrade	DPW - Sewer	987,500					987,500		987,500
Total Sewer Fund CIP		7,379,500	1,000,000	2,037,000	950,000	959,000	1,955,500	478,000	7,379,500
NOTE: Folsom lift station is located on Prentiss Way off Drinkwater Road (Folsom Acres development)									
Total All Funds		53,483,928	14,437,616	10,669,812	9,042,000	6,469,000	10,537,500	2,328,000	53,483,928

General Fund - Project Listings
Town of Exeter - Capital Improvement Program
2019-2024

Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
ADA Accessibility Capital Reserve Fund (CRF)	Planning	50,000	50,000						50,000
Bike & Pedestrian Master Plan	Planning	25,000		25,000					25,000
Complete Streets Study	Planning	25,000		25,000					25,000
Downtown Pocket Park	Planning	70,000		70,000					70,000
Downtown Traffic Flow Study	Planning	50,000					50,000		50,000
Epping Road Sidewalk Extension	Planning	940,000	940,000						940,000
Raynes Barn Improvements	Planning	214,000	214,000						214,000
Total Planning		1,374,000	1,204,000	120,000	-	-	50,000	-	1,374,000
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Dispatch Communication Upgrades	Fire/EMS	153,451	153,451						153,451
Self-Contained Breathing Apparatus Repl	Fire/EMS	287,000			287,000				287,000
Communications Repeater Site	Fire/EMS	73,292		73,292					73,292
Sub-station Design/Construction	Fire/EMS	3,010,000		45,000	155,000	2,810,000			3,010,000
Total Fire - EMS		3,523,743	153,451	118,292	442,000	2,810,000	-	-	3,523,743
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Intersection Improvement Program	DPW - Highway/Engineering	50,000	50,000						50,000
LED Streetlight Retrofit	DPW - Highway/Engineering	400,000		400,000					400,000
Pickpocket Dam Reclassification	DPW - Highway/Engineering	400,000	400,000						400,000
Sidewalk Replacement Program	DPW - Highway/Engineering	720,000	120,000	120,000	120,000	120,000	120,000	120,000	720,000
Portsmouth Avenue Reconstruction	DPW - Highway/Engineering	4,257,000				200,000	4,057,000		4,257,000
Westside Drive Area Reconstruction (1)	DPW - Highway/Engineering	900,000		100,000	800,000				900,000
School Street Area Reconstruction (1)	DPW - Highway/Engineering	2,925,000				300,000	2,625,000		2,925,000
Salem Street Utility Improvements (1)	DPW - Highway/Engineering	4,144,000	295,000	3,849,000					4,144,000
Total Public Works General		13,796,000	865,000	4,469,000	920,000	620,000	6,802,000	120,000	13,796,000
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Squamscott River Waterfront Seawall/Sidewalk	DPW - Maintenance	TBD		TBD					
DPW Facility Replacement	DPW - Maintenance	3,750,000		3,750,000					3,750,000
Total Public Works Maintenance		3,750,000	-	3,750,000	-	-	-	-	3,750,000
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Townhouse Common Renovation	Parks/Recreation	34,830	34,830						34,830
Tennis Court Resurfacing/Fencing/ADA	Parks/Recreation	189,500	189,500						189,500
Rec Park Renovation - Ball Fields	Parks/Recreation	4,782,450	4,782,450						4,782,450
Park St. Common - Playground Renovation	Parks/Recreation	112,520		112,520					112,520
Gilman Park Pavillion	Parks/Recreation	25,000		25,000					25,000
Gale Park Renovation/Walkway	Parks/Recreation	38,000		38,000					38,000
Kids Park Renovation	Parks/Recreation	92,500	92,500						92,500
Community Center	Parks/Recreation	5,000,000			5,000,000				5,000,000
Brickyard Park Renovation/Addition - Playground	Parks/Recreation	350,000				350,000			350,000
Total Parks/Recreation		10,624,800	5,099,280	175,520	5,000,000	350,000	-	-	10,624,800
Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Library Renovation/Expansion	Library	4,505,885	4,505,885						4,505,885
Total Library		4,505,885	4,505,885	-	-	-	-	-	4,505,885
Total General Fund CIP		37,574,428	11,827,616	8,632,812	6,362,000	3,780,000	6,852,000	120,000	37,574,428

(1) Water/Sewer components included - see individual sheet for breakdowns

**Water Fund
Project Listing
Town of Exeter - Capital Improvement Program
2019-2024**

Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Groundwater Source Development	DPW - Water	TBD	TBD	TBD					
Newfields Road Water Main Extension	DPW - Water	1,610,000	1,610,000						1,610,000
Surface Water Treatment Plant Upgrades	DPW - Water	TBD							
Water Main Rehabilitation Program	DPW - Water	6,920,000			1,730,000	1,730,000	1,730,000	1,730,000	6,920,000
Total DPW Water CIP		8,530,000	1,610,000		1,730,000	1,730,000	1,730,000	1,730,000	8,530,000

NOTE: Project cost is total, 6 year number is fund contribution/portion only

**Sewer Fund
Project Listing
Town of Exeter - Capital Improvement Program
2019-2024**

Project	Department	Project Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Folsom Lift Station Rehabilitation	DPW - Sewer	200,000	200,000						200,000
Squamscott River Sewage Siphons	DPW - Sewer	800,000	800,000						800,000
Lagoon Sludge Removal	DPW - Sewer	2,296,000		441,000	450,000	459,000	468,000	478,000	2,296,000
Webster Pump Station Rehabilitation	DPW - Sewer	1,596,000		1,596,000					1,596,000
Sewer Main Rehabilitation/Replacement	DPW - Sewer	1,500,000			500,000	500,000	500,000		1,500,000
Court Street - Lift Station/Force Main Upgrade	DPW - Sewer	987,500					987,500		987,500
Total Sewer Fund CIP		7,379,500	1,000,000	2,037,000	950,000	959,000	1,955,500	478,000	7,379,500

NOTE: Folsom lift station is located on Prentiss Way off Drinkwater Road (Folsom Acres development)

**All Funds
Vehicles & Heavy Equipment
Town of Exeter - Capital Improvement Program
2019-2024**

Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points*	Total Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Car 1 Replacement	Fire/EMS	2014	2024	10	14	36,216						36,216	36,216
Car 2 Replacement	Fire/EMS	2010	2020	10	29	53,542		53,542					53,542
Engine 5 Replacement	Fire/EMS	2002	2022	20	46	546,749				546,749			546,749
Inspector Vehicle Replacement	Fire/EMS	2012	2022	10	19	41,459				41,459			41,459
Utility 1 Replacement	Fire/EMS	2008	2023	15	24	49,072					49,072		49,072
Total Fire/EMS						727,038		53,542		588,208	49,072	36,216	727,038
Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points	Total Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Highway Vehicle #9 Replacement	DPW - Highway/Engineering	2007	2019	12	35	63,035	63,035						63,035
Replace 6 Wheel Dump Truck #25	DPW - Highway/Engineering	2008	2019	11	27	174,959	174,959						174,959
Sedan #24 Replacement (note 2)	DPW - Highway/Engineering	2012	2019	7	35	24,000	24,000						24,000
Total DPW Maint/Highway/Engineering						261,994	261,994						261,994
Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points	Total Cost	2019	2020	2021	2022	2023	2024	6 Year Total
John Deere Tractor #82 Replacement	Parks/Recreation	1999	2019	20	36	56,464	56,464						56,464
Pickup Truck #84 Replacement	Parks/Recreation	2012	2022	10	19	47,136				47,136			47,136
Total Parks/Recreation						103,600	56,464			47,136			103,600
Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points*	Total Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Ambulance 2 Replacement	Fire/EMS	2012	2019	7	30	235,349	235,349						235,349
Ambulance 1 Replacement	Fire/EMS	2015	2022	7	12	247,116				247,116			247,116
Total EMS Vehicles CIP						482,465	235,349			247,116			482,465
Ambulances are recommended for funding via the lease/purchase method													
*Fire/EMS uses a different point system for mileage ratings which is based on engine hours													
Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points*	Total Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Dump #33 Replacement with Body/Plow	DPW - Water/Sewer	2008	2019	11	25	174,959	174,959						174,959
Truck #16 Replacement (Note 1)	DPW - Water/Sewer	2012	2020	8	17	48,251		48,251					48,251
Truck #14 Replacement (Note 1)	DPW - Water/Sewer	2012	2020	8	15	48,251		48,251					48,251
Truck #11 Replacement (Note 1)	DPW - Water/Sewer	2008	2020	12	28	52,360		52,360					52,360
Multipurpose Truck #19 Replacement	DPW - Water/Sewer	2013	2021	8	18	69,178			69,178				69,178
Vactor Replacement (Vactor Utility Truck)	DPW - Water/Sewer	2013	2022	9	17	524,755				524,755			524,755
Chevy Trax Replacement #8	DPW - Water/Sewer	2016	2022	6	7	24,135				24,135			24,135
Pickup Truck #3 Replacement	DPW - Water/Sewer	2014	2022	8	16	24,726				24,726			24,726
Total Water/Sewer Vehicles CIP						966,615	174,959	148,862	69,178	573,616			966,615
Note 1: This project proposes replacing the current truck type with a 3/4 ton truck													
Notes - Truck #32 approved for replacement FY18													
Total All Vehicles - All Funds						2,541,712	728,766	202,404	69,178	1,456,076	49,072	36,216	2,541,712
General Fund						1,092,632	318,458	53,542		635,344	49,072	36,216	1,092,632
Water/Sewer Fund						966,615	174,959	148,862	69,178	573,616			966,615
EMS Fund						482,465	235,349			247,116			482,465
						2,541,712.00	728,766.00	202,404.00	69,178.00	1,456,076.00	49,072.00	36,216.00	2,541,712.00

Water/Sewer Funds												
Vehicles & Heavy Equipment												
Town of Exeter - Capital Improvement Program												
Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points*	Total Cost	Year					6 Year Total
							2019	2020	2021	2022	2023	
Dump #33 Replacement with Body/Plow	DPW - Water/Sewer	2008	2019	11	25	174,959	174,959					174,959
Truck #16 Replacement (Note 1)	DPW - Water/Sewer	2012	2020	8	17	48,251		48,251				48,251
Truck #14 Replacement (Note 1)	DPW - Water/Sewer	2012	2020	8	15	48,251		48,251				48,251
Truck #11 Replacement (Note 1)	DPW - Water/Sewer	2008	2020	12	28	52,360		52,360				52,360
Multipurpose Truck #19 Replacement	DPW - Water/Sewer	2013	2021	8	18	69,178			69,178			69,178
Vector Replacement (Vector Utility Truck)	DPW - Water/Sewer	2013	2022	9	17	524,755				524,755		524,755
Chevy Trax Replacement #8	DPW - Water/Sewer	2016	2022	6	7	24,135				24,135		24,135
Pickup Truck #3 Replacement	DPW - Water/Sewer	2014	2022	8	16	24,726				24,726		24,726
Total Water/Sewer Vehicles CIP						966,615	174,959	148,862	69,178	573,616		966,615

Note 1: This project proposes replacing the current truck type with a 3/4 ton truck

Notes - Truck #32 approved for replacement FY18

**General Fund
Vehicles & Heavy Equipment
Town of Exeter - Capital Improvement Program
2019-2024**

Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points*	Total Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Car 1 Replacement	Fire/EMS	2014	2024	10	14	36,216						36,216	36,216
Car 2 Replacement	Fire/EMS	2010	2020	10	29	53,542		53,542					53,542
Engine 5 Replacement	Fire/EMS	2002	2022	20	46	546,749				546,749			546,749
Inspector Vehicle Replacement	Fire/EMS	2012	2022	10	19	41,459				41,459			41,459
Utility 1 Replacement	Fire/EMS	2008	2023	15	24	49,072					49,072		49,072
Total Fire/EMS						727,038		53,542		588,208	49,072	36,216	727,038
Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points	Total Cost	2019	2020	2021	2022	2023	2024	6 Year Total
Highway Vehicle #9 Replacement	DPW - Highway/Engineering	2007	2019	12	35	63,035	63,035						63,035
Replace 6 Wheel Dump Truck #25	DPW - Highway/Engineering	2008	2019	11	27	174,959		174,959					174,959
Sedan #24 Replacement (note 2)	DPW - Highway/Engineering	2012	2019	7	35	24,000	24,000						24,000
Total DPW Maint/Highway/Engineering						261,994	261,994						261,994
Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points	Total Cost	2019	2020	2021	2022	2023	2024	6 Year Total
John Deere Tractor #82 Replacement	Parks/Recreation	1999	2019	20	36	56,464	56,464						56,464
Pickup Truck #84 Replacement	Parks/Recreation	2012	2022	10	19	47,136				47,136			47,136
Total DPW Maint/Highway/Engineering						103,600	56,464			47,136			103,600
Total GF Vehicles CIP						1,092,632	318,458	53,542		635,344	49,072	36,216	1,092,632
Department vehicle costs as % of total cost													
Fire						66.5%	0.0%	100.0%	#DIV/0!	92.6%	100.0%	100.0%	66.5%
DPW Maint/Highway/Engineering						24.0%	82.3%	0.0%	#DIV/0!	0.0%	0.0%	0.0%	24.0%
Parks-Recreation						9.5%	17.7%	0.0%	#DIV/0!	7.4%	0.0%	0.0%	9.5%

*Fire Department uses different wear/tear point system for engines based on hours

Note 2: vehicle acquired by DPW in 2012 as a hand me down police cruiser - current miles are 135,112

**EMS Revolving Fund
Vehicles & Heavy Equipment
Town of Exeter - Capital Improvement Program
2019-2024**

Project	Department	Vehicle Year	Funding Year	Age At Replacement	Points*	2019	2020	2021	2022	2023	2024	6 Year Total
Ambulance 2 Replacement	Fire/EMS	2012	2019	7	30	235,349	-	-	-	-	-	235,349
Ambulance 1 Replacement	Fire/EMS	2015	2022	7	12	-	-	-	247,116	-	-	247,116
Total EMS Vehicles CIP						235,349	-	-	247,116	-	-	482,465

Ambulances are recommended for funding via the lease/purchase method

*Fire/EMS uses a different point system for mileage ratings which is based on engine hours

General Fund - Existing and Proposed Debt Service 2019-2024

Updated: 9/7/2018

DRAFT

GENERAL FUND (Existing Debt Service)

Description	Authorized	Issued	1st Pmt	Years	Int. Rate	Funding Source	Original Amt	FY19	FY20	FY21	FY22	FY23	FY24	Last Pmt
Norris Brook Culverts	2011	2013	2013	7	3.19%	Bond	411,250	56,513	PAID					FY19
Jady Hill Area Phase II (Drains Only)	2012	2013	2013	7	3.19%	Bond	193,800	25,688	PAID					FY19
Great Dam Design/Engineering	2008	2012	2012	10	2.29%	Bond	377,000	37,914	36,870	35,226	PAID			FY21
Great Dam Removal	2014	2014	2015	10	2.30%	Bond	1,786,758	202,430	194,525	186,620	178,715	170,810	162,905	FY24
String Bridge Rehabilitation	2008	2018	2019	5	2.55%	Bond	340,000	81,765	77,750	74,435	66,120	63,060	PAID	FY24
Sidewalk Program	2015	2015	2016	10	2.54%	Bond	580,000	67,063	64,808	62,553	60,848	59,693	58,401	FY25
Linden Street Bridge/Culvert Project	2015	2015	2016	10	2.54%	Bond	711,000	85,046	82,176	79,306	77,136	75,666	69,021	FY25
Court Street Bridge/Culvert Project	2017	2017	2018	10	2.34%	Bond	1,336,000	168,142	162,221	156,300	150,380	139,622	133,948	FY27
Epping Road Water Tank/Roads	2006	2009	2009	20	3.97%	Bond	2,200,000	158,519	154,298	149,027	143,756	138,485	133,214	FY29
Lincoln Street Phase 2 Improvements (a)	2017	2017	2018	15	2.34%	Bond	1,702,000	162,692	157,736	152,779	147,823	142,866	137,909	FY32
Total General Fund Existing							9,637,808	1,045,770	930,384	896,246	824,777	790,202	695,399	

	Existing Debt - Tax Rate/1,000	0.60	0.53	0.51	0.46	0.44	0.39
Bond = New Hampshire Bond Bank	Share 275K Home	163.91	145.10	139.08	127.35	121.41	106.31
	YOY	30,802	(115,387)	(34,137)	(71,469)	(34,575)	(94,803)

GENERAL FUND (CIP Proposed Debt Service)

Description	Assumed	Issued	1st Pmt	Years	Int. Rate	Funding Source	Original Amt	FY19	FY20	FY21	FY22	FY23	FY24	
Library Renovations	2019	NA	2020	15	2.93%	Bond	4,505,885		432,415	423,613	414,812	406,010	397,209	FY34
Recreation Park Redevelopment	2019	NA	2020	15	2.93%	Bond	4,782,450		458,956	449,614	440,272	430,931	421,589	FY34
Recreation Community Center	2021	NA	2022	15	2.93%	Bond	5,000,000				479,833	470,067	460,300	FY36
Salem Street Utilities Design	2019	NA	2020	5	2.22%	Bond	325,000		6,644	6,511	6,378	6,246	6,113	FY37
Salem Street Utilities Construction - GF	2020	NA	2022	15	2.93%	Bond	4,440,000				34,513	33,811	33,108	FY35
Portsmouth Avenue Reconstruction - Design	2022	NA	2023	5	2.22%	Bond	200,000					44,440	43,552	FY27
Portsmouth Avenue Reconstruction	2023	NA	2024	15	2.93%	Bond	4,057,000						389,337	FY35
DPW Facility Replacement	2020	NA	2021	15	2.93%	Bond	3,750,000			359,875	352,550	345,225	337,900	FY36
Westside Drive Construction	2021	NA	2022	10	2.57%	Bond	800,000				100,560	98,504	96,448	FY27
Fire Substation Continental Drive	2022	NA	2023	15	2.93%	Bond	2,810,000				269,666	264,177	258,689	FY35
Brickyard Park Renovation	2022	NA	2023	5	2.22%	Bond	350,000					77,770	76,216	FY36
School Street Area Reconstruction Design	2022	NA	2023	5	2.22%	Bond	300,000					66,660	65,328	FY35
School Street Area Reconstuction	2023	NA	2024	15	2.93%	Bond	2,625,000						251,913	FY36
Total General Fund Debt Service							33,945,335	-	898,015	1,239,613	2,098,585	2,243,840	2,837,702	

Existing Debt Service	1,045,770	930,384	896,246	824,777	790,202	695,399
Programmed Debt Serv	-	898,015	1,239,613	2,098,585	2,243,840	2,837,702
Total Debt Service	1,045,770	1,828,398	2,135,860	2,923,362	3,034,043	3,533,101
	-	0.51	0.70	1.18	1.25	1.58
Additional Dollar Cost (275K home)	-	140.05	192.36	324.04	344.74	433.81
Total Debt Service Cost (Approved and Projected) \$275K home	163.91	285.15	331.44	451.39	466.15	540.12

Sewer Fund - Existing and Proposed Debt Service, 2019-2024

Updated: 9/7/2018

DRAFT

SEWER FUND (Existing Debt Service)

Description	Authorized	Issued	1st Pmt	Years	Int. Rate	Funding Source	Original Amt	FY19	FY20	FY21	FY22	FY23	FY24	Last Pmt
Water Street Interceptor Project	2009	2013	2014	5	0.97%	SRF	341,379	PAID						FY18
WWTF Plan	2012	2012	2013	7	3.19%	Bond	362,900	51,375	PAID					FY19
Jady Hill Area Phase I Sewer Lines	2010	2011	2012	10	2.29%	Bond	1,050,000	110,583	107,538	102,743	PAID			FY21
Jady Hill Area Improvements Phase II (b)	2012	2012	2013	20	3.19%	Bond	2,577,000	194,725	191,151	185,950	180,750	175,550	170,350	FY32
Portsmouth Avenue Improvements (a)	2013	2013	2014	10	2.54%	Bond	940,000	105,272	96,795	92,529	88,263	83,998	PAID	FY23
Lincoln/Winter/Daniel Street Sewer Lines	2014	2014	2015	10	3.00%	Bond	200,000	25,100	24,080	18,060	17,295	16,530	15,765	FY24
WWTF and Site Improvements (c)	2016	NA	2020	20	2.55%	Bond	53,613,017	-	3,900,140	3,783,587	3,718,560	3,653,533	3,588,506	FY39
Lincoln Street Phase 2	2017	2018	2018	15	2.34%	Bond	932,000	89,089	86,375	83,660	80,946	78,232	75,518	FY32
Total Sewer Fund Existing							60,016,296	576,144	4,406,079	4,266,529	4,085,814	4,007,843	3,850,139	

YOY (93,089) 3,829,935 (139,549) (180,715)

SEWER FUND (CIP Programmed Debt Service)

Description	Proposed	Issued	1st Pmt	Years	Int. Rate	Funding Source	Original Amt	FY19	FY20	FY21	FY22	FY23	FY24	
Squamscott River Sewer Siphons	2019	NA	2020	10	2.57%	Bond	800,000	-	100,560	98,504	96,448	94,392	92,336	FY29
Salem Street Utilities Design	2019	NA	2020	5	2.22%	Bond	325,000		32,208	31,564	30,921	30,277	29,634	FY25
Salem Street Utilities Construction - SF	2020	NA	2022	15	2.93%	Bond	4,440,000				159,785	156,532	153,280	FY36
Court Street Lift Station Upgrades	2023	NA	2024	10	2.57%	Bond	987,500						124,129	FY32
Webster Lift Station Rehabilitation	2020	NA	2021	15	2.93%	Bond	1,596,000			153,163	150,045	146,928	143,810	FY29
Total Sewer Fund Programmed							8,148,500	-	132,768	283,231	437,198	428,129	543,188	FY35

Existing Debt	576,144	4,406,079	4,266,529	4,085,814	4,007,843	3,850,139
Programmed Debt Service	-	132,768	283,231	437,198	428,129	543,188
Total Debt Service Budget	576,144	4,538,847	4,549,761	4,523,013	4,435,972	4,393,327

(a) Part of Portsmouth Ave Road & Utility Improvements

(b) Phase II, phase 1 is included in the Sewer Debt Service budget

(c) Includes the \$5M approved in 2014 for Design and CSO Abatement Upgrades

Project
Salem Street Reconstruction

Funds	Design	Construction	Admin	Legal/Bonds		Construction	Design
General	30,000	330,000	25,000		385,000	8.1%	9.2%
Water	150,000	2,275,000	150,000	20,000	2,595,000	54.5%	46.2%
Sewer	<u>145,000</u>	<u>1,480,000</u>	<u>150,000</u>	<u>10,000</u>	1,785,000	37.5%	44.6%
Totals	325,000	4,085,000	325,000	30,000	4,765,000	100.0%	100.0%

List for Select Board meeting Sept 10, 2018

Jeopardy Tax

87/14/13B	13 Second St	120.00
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Application for Town Hall Facility Use

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

7 parking spaces

Representative Information:

Name: Pamela Gjetton Address: 6 South St
Town/State/Zip: Exeter NH 03833 Phone: 603 772 2908
Email: p.gjetton@gmail.com Date of Application: _____

Organization Information:

Name: Exeter Area Kiwanis Address: P.O. Box 774
Town/State/Zip: Exeter NH 03833 Phone: 603 772 2908

Reservation Information:

Type of Assembly/Meeting: UFO Festival Date: -2019- Aug 30, 31, Sept 1
Start Time: 7am Sat End Time: 4pm Sun Additional time for set-up/clean-up: Friday Aug. 30
of tables: ALL # of chairs: ALL * 7 parking spaces
List materials being used for this event: need AV set up need parking spaces crosswalk/bandstand
Will food/beverages be served? yes Description: hot dogs/hamburgers grilled by bandstand

Requirements:

Rental Fee: For Town Hall use there is a fee of \$125.00 per day. A rental fee waiver may be requested fee in writing.

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer or room on the right of the foyer, the electrical outlet cannot exceed 20 amps.

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

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

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

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. 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: Pamela Gjetton Date: Sept 4 2018

Authorized by the Select Board /Designee: _____ Date: _____

Office Use Only:

Liability Insurance: On file In-process
Fee: Paid Will pay by _____ Non-profit fee waiver form submitted



Application for Town Hall Facility Use

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

Representative Information:

Name: DOREEN DESMARAIS Address: 94 Blakes Hill Rd
Town/State/Zip: NORTHWOOD NH 03261 Phone: 603-608-6211
Email: doreen@opendemocracy.me Date of Application: 8-20-18

Organization Information:

Name: Coalition for Open Democracy Address: 4 Park St Suite 301
Town/State/Zip: Concord NH 03301 Phone: 603-715-8197

Reservation Information:

Type of Assembly/Meeting: Event w/ Sam Waterston Date: SEPT 18, 2018
Start Time: 5P End Time: 7P Additional time for set-up/clean-up: 2^h set up 1^h clean
of tables: _____ # of chairs: _____ We are hoping for 150 people -
List materials being used for this event: Microphone - Stage - Flip charts
Will food/beverages be served? Y Description: Catered hors d'oeuvres, coffee, water

Requirements:

Rental Fee: For Town Hall use there is a fee of \$125.00 per day. A rental fee waiver may be requested fee in writing.

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer or room on the right of the foyer, the electrical outlet cannot exceed 20 amps.

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

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

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

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. 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: Doreen Desmarais Date: 8-20-18

Authorized by the Select Board /Designee: _____ Date: _____

Office Use Only:

Liability Insurance: On file In-process

Fee: Paid Will pay by _____ Non-profit fee waiver form submitted

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: 08/07/2012

COALITION FOR OPEN DEMOCRACY
4 PARK ST STE 200
CONCORD, NH 03301-6313

Employer Identification Number:
80-0336490
DLN:
17053196387004
Contact Person:
JACOB A MCDONALD ID# 31649
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2012
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

COALITION FOR OPEN DEMOCRACY

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2018

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603)293-2791 E-MAIL ADDRESS: fairley@esinsurance.net FAX (A/C, No): (603)293-7188	
INSURED Coalition for Open Democracy 4 Park Street Suite 301 Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42376	

COVERAGES

CERTIFICATE NUMBER: 2018-19

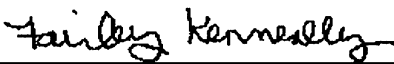
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TBP1221585 01	08/09/2018	08/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Add'l for policy minimum \$ 10,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Exeter NH 13 Newfields Road Exeter NH 03833	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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Sign Sales – Surplus Street Signs

- Cost is \$15 per sign
- First come first serve until gone
- Available from Public Works between 7:00 a.m. and 3:30 p.m. Monday through Friday
- Offered through December 31st, 2018
- Effective sale date begins October 1st, 2018



PortsmouthSign.com
603-436-0047

REVISION:

All orders under \$250 include 1 revision only.
All orders over \$250 include 3 revisions only.
Additional revisions will be charged at \$25 per revision.

PLEASE NOTE:

Designs are NOT actual size and color may vary depending on printer and/or monitor.

9/6/18

I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.

SIGNATURE: _____ Date: _____

RETURN SIGNED TO: service@portsmouthsign.com

Member of:



©COPYRIGHT 2017, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.

Shop Use Only

Qty: SS DS

Materials:

Background Color:

Vinyl Color: HP Int

Other:





19 Nimble Hill Road
 Newington, NH 03801
 PortsmouthSign.com
 603-436-0047

Estimate

Date	Estimate #
9/7/2018	5003

Name / Address
Town of Exeter 10 Front Street Exeter, NH 03833



This estimate is valid for 30 days from the date of the estimate. Prices are subject to change after 30 days.

Qty	Description	Unit Price	Total
1	42"x48" double-sided, routed, hand painted sign with a raised panel for the City seal	2,695.00	2,695.00
1	Post option 1: Two (2) 7"x7"x7' granite posts	500.00	500.00
1	Post option 2: Two (2) 4"x4"x8' pressure treated posts with PVC wraps and caps	175.00	175.00
	Installation	175.00	175.00
<p>Terms: 50% deposit due upon approval, balance due upon completion Approx 3-5 weeks for completion after receipt of deposit and final approval from customer Permits, if required, are not included</p>			

Pricing is based on materials, square footage, provided artwork and standard vinyl & paint colors. Layout does not effect pricing unless otherwise noted. Custom colors will be an additional fee per color. Installation is based on normal digging conditions and all signage installed at the same time. Additional install trips may result in additional charges. Permits and electrical hook-up are not included unless noted otherwise. Portsmouth Sign does NOT provide primary electrical to sign location-responsibility of others. Customer is responsible for obtaining approval from landlord/property manager. Terms: For orders over \$500; 50% deposit, balance on completion.

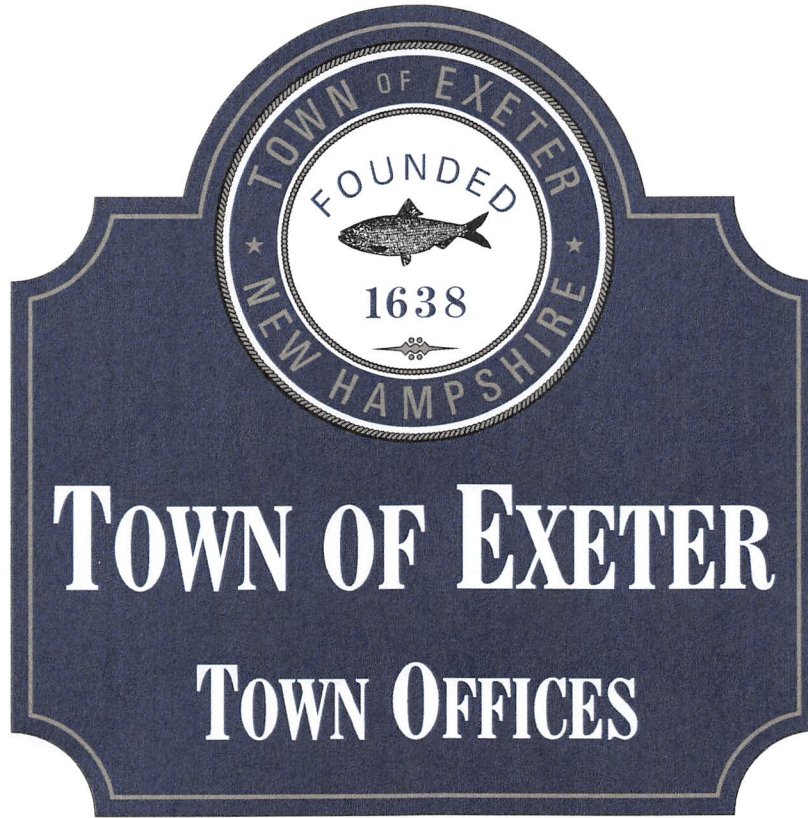
PROOF for: Exeter Town Offices Sign

Company Town of Exeter
 Name Sheri Riffle e-mail: sriffle@exeternh.gov
 Phone 773-6102
 Date 7/27/18
 Est. Due Date _____
 Saved as: exeter, town of.cdr



TIMBERLINE SIGNS

139 Lafayette Road Rye, NH 03870
 p.603-964-1575 f.603-964-1576
 www.timberlinesigns.com timberlinesigns@yahoo.com



Format engraved and painted 1.5" HDU
 Size 48" x 48"
 Sides 2
 Quantity 1
 Color Scheme _____

Installation _____
 Hardware _____
 Misc. _____

I hereby authorize TIMBERLINE SIGNS to produce the above layout. 100% Payment will be expected upon completion of project unless other arrangements have been made prior. Customer has the option to purchase the artwork to be used as a logo or for other personal promotions for a determined fee. For pricing please inquire within. All designs and custom artwork remain the property of Timberline Signs until the order is complete and paid in full.

Please review, make necessary corrections, sign and fax or return to Timberline Signs, LLC. We will not begin production until this document is signed and returned. A 50% deposit is required to begin production on all jobs exceeding \$100.

Note: Designs are not actual size and Colors do not accurately represent finished product colors.

Signature: _____ **Date:** _____

Please Return signed Fax to **603.964.1576**



TIMBERLINE SIGNS
www.timberlinesigns.com

PO Box 92, Rye, NH 03870 / 139 Lafayette Road
PH.603.964.1575 - FX.603.964.1576

Estimate

Date	Estimate #
7/25/2018	7581

Town of Exeter Town Offices Sheri Riffle 10 Front St. Exeter, NH, 03833

Project
Town Offices Sign

Customer Contact	Customer Phone	Customer E-mail	P.O. No.
	773-6102	sriffle@exetermh.gov	

Description	Qty	Cost	Total
Engraved & Painted 1.5" HDU Sign Panel - Lettering & Pin Stripe Engraved - Town Seal Printed & Raised Two sided Size: 4' x 4' Copy: "Town of Exeter Town Offices" + Town Seal Qty: 1	1	3,375.00	3,375.00
Wrought Iron Hanging Hardware (hanging side strips) Qty: 2	2	45.00	90.00

A 50% Deposit is Required to Begin This Order.

Electrical Services are the responsibility of the Customer.


Sign Permit procurement is the responsibility of the Customer.

Total	\$3,465.00
--------------	------------

Thank you for the opportunity to quote. Price is valid for 30 days.
--

Signature _____

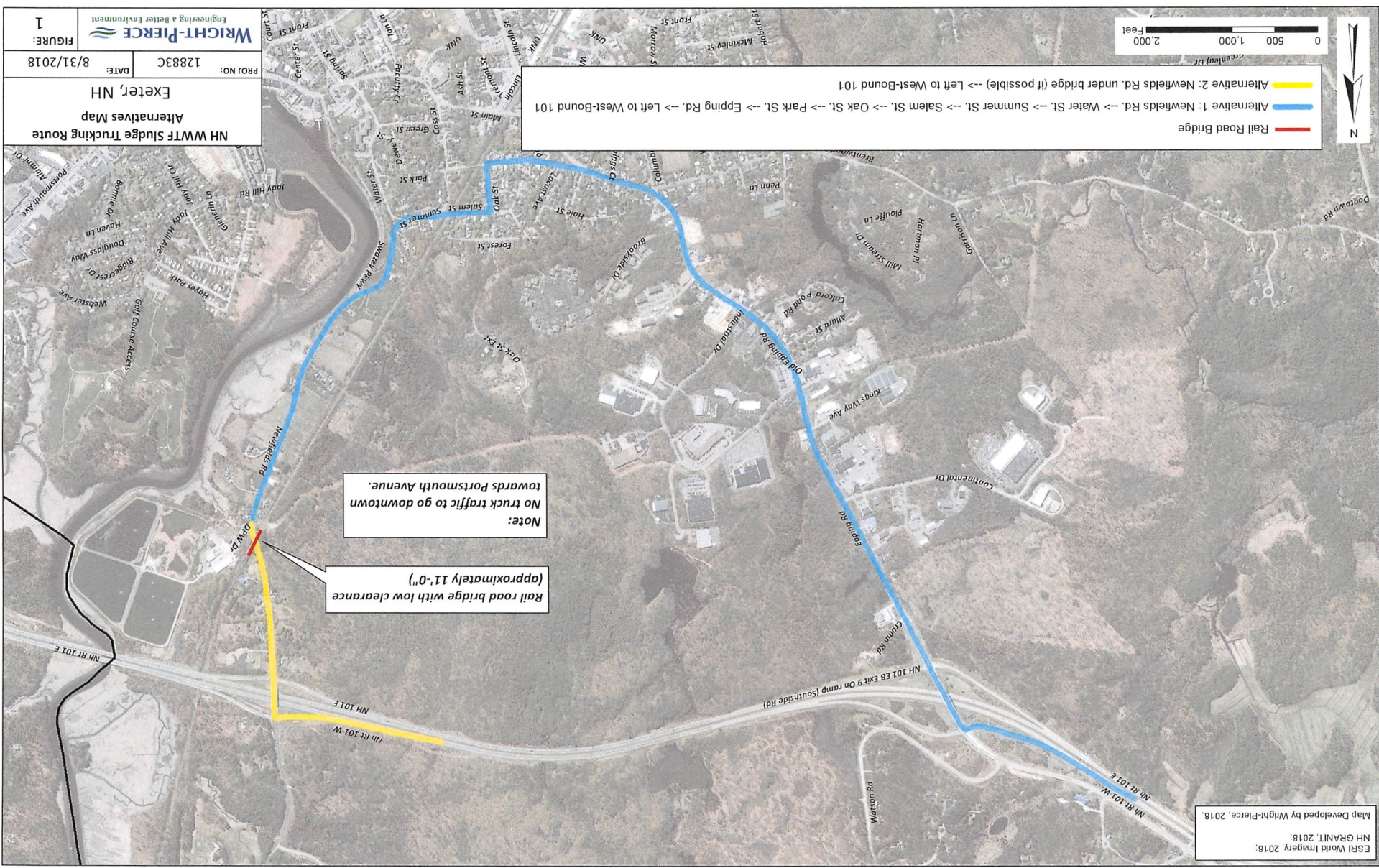
**TOWN OF EXETER
MEMORANDUM**

TO: Select Board
FROM: Town Manager 
RE: Sludge Removal Timelines
DATE: September 7th, 2018

As discussed at the Select Board meeting of August 31st, the following timelines are available for sludge removal from the Wastewater Treatment site at 13 Newfields Road:

1. Dates – start date is September 10th. Anticipated completion date is October 5th.
2. Trucks – There will be an average of approximately 19 trucks per day. This is broken down by 20-30 trucks during days of activity measured with days where no removal takes place.
3. Trucks will arrive at Newfields Road between 6 a.m. and 7 a.m., hauling will continue throughout the day up to Turnkey in concert with their closing hours (4 p.m. to 6 p.m.).

These are the best anticipated numbers at this time.



ESRI World Imagery, 2018;
 NH GRANIT, 2018;
 Map Developed by Wright-Pierce, 2018.

- Rail Road Bridge
- Alternative 1: Newfields Rd. --> Water St. --> Summer St. --> Salem St. --> Oak St. --> Park St. --> Epping Rd. --> Left to West-Bound 101
- Alternative 2: Newfields Rd. under bridge (if possible) --> Left to West-Bound 101

Note:
 No truck traffic to go downtown
 (approximately 11'-0")
 Rail road bridge with low clearance
 towards Portsmouth Avenue.

**NH WWTF Sludge Trucking Route
 Alternatives Map
 Exeter, NH**

PROJECT NO: 12883C
 DATE: 8/31/2018

WRIGHT-PIERCE
 Engineering a better environment

FIGURE: 1

SRF-17, ACTUAL

NHDES-W-09-021



REQUEST FOR DISBURSEMENT
STATE REVOLVING FUND
 Water Division/Wastewater Engineering Bureau





RECEIVED
 AUG 22 2018
 DES-WEB

LOAN RECIPIENT ORGANIZATION		SRF Project Number: CS-330130-15	
Name: Town of Exeter, NH		Disbursement Request Number: 17	
Mailing Address:		Type of Request:	
10 Front Street, Exeter, NH 03833-2792		Partial <input type="checkbox"/> Final <input checked="" type="checkbox"/>	
Loan Amount: \$ 53,580,000.00		Period Covered by this Request	
		From: July 1, 2018	
		To: July 30, 2018	

CLASSIFICATION	TOTAL PROJECT COST	SRF ELIGIBLE COST	COST BILLED TO DATE	BILLING THIS PERIOD	NHDES USE ONLY
1) Administrative Expense	\$ 60,000.00	\$ 60,000.00	\$ 13,193.50	\$	13,193.50
2) Preliminary Expense			\$	\$	
Report Services	\$ 76,426.55	\$ 76,426.55	\$ 21,574.93	\$ 12,014.59	21,574.93
Design Services	\$ 3,066,300.00	\$ 3,066,300.00	\$ 3,002,776.82	\$	3,002,776.82
Engineering Survey	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$	60,000.00
Subsurface Exploration	\$ 223,480.00	\$ 223,480.00	\$ 223,480.00	\$	223,480.00
Cadastral	\$	\$	\$	\$	
3) Land & Easements	\$	\$	\$	\$	
4) Construction Administration	\$ 2,890,000.00	\$ 2,890,000.00	\$ 1,058,545.50	\$ 50,204.05	1,058,545.50
5) Other Engineering Fees			\$	\$	
Start Up	\$ 348,200.00	\$ 348,200.00	\$	\$	
O&M Manual	\$ 182,000.00	\$ 182,000.00	\$ 16,822.69	\$ 7,432.47	16,822.69
Special Services (AESS)	\$ 579,400.00	\$ 579,400.00	\$ 153,276.08	\$ 6,120.09	153,276.08
Record Drawing	\$ 77,400.00	\$ 77,400.00	\$	\$	
6) Project Inspection Fees	\$ 1,549,000.00	\$ 1,549,000.00	\$ 408,817.39	\$ 29,144.57	408,817.39
7) Construction			\$	\$	
A) Construction - Contract 1 (act.)	\$ 35,520,861.05	\$ 35,506,861.05	\$ 22,279,511.64	\$ 1,405,347.00	22,279,511.64
B) Construction - Contract 2 (est.)	\$ 1,740,000.00	\$ 1,740,000.00	\$	\$	
C) Construction - Contract 3 (act.)	\$ 3,564,606.75	\$ 3,564,606.75	\$ 2,396,348.11	\$ 124,206.75	2,396,348.11
8) Equipment	\$ 250,000.00	\$ 250,000.00	\$	\$	
9) Miscellaneous Expenses	\$ 100,000.00	\$ 100,000.00	\$ 38,167.79	\$	38,167.79
10) Contingency	\$ 3,292,325.65	\$ 3,292,325.65	\$	\$	
11) Total Cumulative to Date	\$ 53,580,000.00	\$ 53,566,000.00	\$ 29,672,514.45		29,672,514.45
12) Less Disbursements Received			\$ 28,038,044.93		
13) Disbursement Requested			\$ 1,634,469.52	\$ 1,634,469.52	1,634,469.52
14) Percent of Loan Disbursed			55.38%		55.38%

I certify to the best of my knowledge and belief that the project costs incurred as indicated above are in accordance with the provisions of New Hampshire Code of Administrative Rules Env-Wq 500 and the loan agreement for the project and that the disbursement requested represents the Clean Water State Revolving Fund share due that has not been previously requested and that an inspection has been performed and all work for which a disbursement is being requested has been performed satisfactorily.

LOAN RECIPIENT	REPRESENTATIVE CERTIFYING % COMPLETION
Signature of Authorized Certifying Official <i>[Signature]</i>	Signature of Authorized Certifying Official <i>[Signature]</i>
Typed or Printed Name and Title Russell Dean, Town Manager	Typed or Printed Name and Title DONALD A. MORRILL LEAD PROJECT ENGINEER W/CHT-PIECE
Date 8/17/18	Date 8/15/18
DES DISBURSEMENT APPROVAL <i>[Signature]</i>	8/22/18

 REQUEST FOR DISBURSEMENT STATE REVOLVING FUND Water Division/Wastewater Engineering Bureau						
LOAN RECIPIENT ORGANIZATION Name: Town of Exeter, NH Mailing Address: 10 Front Street, Exeter, NH 03833-2792 Loan Amount: \$ 53,580,000.00		SRF Project Number: CS-330130-15 Disbursement Request Number: 17-WITH PROJECTIONS Type of Request: Partial _____ <u> X </u> Final _____ Period Covered by this Request From: July 1, 2018 To: July 30, 2018				
CLASSIFICATION	TOTAL PROJECT COST	SRF ELIGIBLE COST	COST BILLED TO DATE	BILLING THIS PERIOD	NHDES USE ONLY	% Exp'd to Date
1) Administrative Expense	\$ 60,000.00	\$ 60,000.00	\$ 13,193.50	\$		22%
2) Preliminary Expense			\$	\$		
Report Services	\$ 76,426.55	\$ 76,426.55	\$ 21,574.93	\$ 12,014.59		28%
Design Services	\$ 3,066,300.00	\$ 3,066,300.00	\$ 3,002,776.82	\$		98%
Engineering Survey	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$		100%
Subsurface Exploration	\$ 223,480.00	\$ 223,480.00	\$ 223,480.00	\$		100%
Cadastral	\$	\$	\$	\$		
3) Land & Easements	\$	\$	\$	\$		
4) Construction Administration	\$ 2,890,000.00	\$ 2,890,000.00	\$ 1,058,545.50	\$ 50,204.05		37%
5) Other Engineering Fees			\$	\$		
Start Up	\$ 348,200.00	\$ 348,200.00	\$	\$		0%
O&M Manual	\$ 182,000.00	\$ 182,000.00	\$ 16,822.69	\$ 7,432.47		9%
Special Services (AESS)	\$ 579,400.00	\$ 579,400.00	\$ 153,276.08	\$ 6,120.09		26%
Record Drawing	\$ 77,400.00	\$ 77,400.00	\$	\$		0%
6) Project Inspection Fees	\$ 1,549,000.00	\$ 1,549,000.00	\$ 408,817.39	\$ 29,144.57		26%
7) Construction			\$	\$		
A) Construction - Contract 1	\$ 36,636,643.16	\$ 36,622,643.16	\$ 22,279,511.64	\$ 1,405,347.00	SEE NOTE 1	61%
B) Construction - Contract 2	\$ 2,990,000.00	\$ 2,990,000.00	\$	\$	SEE NOTE 2	0%
C) Construction - Contract 3	\$ 3,564,606.75	\$ 3,564,606.75	\$ 2,396,348.11	\$ 124,206.75		67%
8) Equipment	\$ 250,000.00	\$ 250,000.00	\$	\$		0%
9) Miscellaneous Expenses	\$ 100,000.00	\$ 100,000.00	\$ 38,167.79	\$		38%
10) Contingency	\$ 926,543.54	\$ 926,543.54	\$	\$	SEE NOTE 3	0%
11) Total Cumulative to Date	\$ 53,580,000.00	\$ 53,566,000.00	\$ 29,672,514.45			55%
12) Less Disbursements Received			\$ 28,038,044.93			
13) Disbursement Requested			\$ 1,634,469.52	\$ 1,634,469.52		
14) Percent of Loan Disbursed			55.38%			
I c NOTE 1: The value from SRF 17 was adjusted upward by \$1,083,415.97 to include recently discussed and approved change order of items, including all sludge/unsuitable disposal, forcemain connection work, fence work, and Lagoon 1 aerator for odor control work. ha NOTE 2: The value from SRF 17 was adjusted upward by \$1.25M to include an adjustment to the estimated bid price due to inflation and complexity as well as to include a water main extension from Water Street to the WWTF/DPW Complex. It is assumed that NHDOT will contribute funds if drainage upgrades are required by NHDOT. Sign Type NOTE 3: The remaining contingency is \$926k, which is 2.1% of Construction Costs.						
Date			Date			
DES DISBURSEMENT APPROVAL						

EXETER, NH - CONTRACT NO. 1 - WWTF UPGRADES
Summary of Change Items

\$ 1,000 Items Not Received
 Items Under Discussion

No.	Description	Value	From	PCO Date	Approved By/Date
Change Order No. 1					
1	Lagoon 3 Spoils Area	\$ 88,626.81	CP2	2-Aug-2017	Select Board
2	Additional Overburden and Sludge Removal	\$ 847,115.18	CP3	21-Aug-2017	Select Board
Subtotal for CO No. 1:		\$ 935,741.99			14-Sep-2017
Change Order No. 2					
3	Security System C1D1 door switches (13440)	\$2,620.97	CP1rev2	12-Sep-2017	MB/SL
4	Maintenance Building Roof Extension (RFP-02)	\$5,980.14	CP5	26-Oct-2017	MB/SL
5	Disinfection Building (RFP-1)	\$1,689.48	CP7	28-Nov-2017	MB/SL
6	Spare Primary Duct Bank (RFI-3)	\$5,759.96	CP6rev2	18-Dec-2017	MB/SL
7	Credit - Mag Hydrox Reversing Float	(\$1,150.00)	CP9	27-Dec-2017	MB/SL
8	Credit - Alternate floor drain material	(\$4,425.00)	CP8rev1	28-Dec-2017	MB/SL
9	Credit - Guard Rail (RFP-5)	(\$11,540.00)	CP10	18-Jan-2018	MB/SL
10	Upsize Blower inlet and outlet	\$2,907.90	CP13	27-Feb-2018	MB/SL
11	Installation of SMH-6A	\$3,705.55	CP12rev1	21-Mar-2018	MB/SL
12	Secondary Clarifier Launder Covers (RFP-4)	\$95,540.06	CP11rev1	6-Feb-2018	MB/SL
13	No cost time extension request - winter weather	\$0.00	n/a	11-Jan-2018	MB/SL
Subtotal for CO No. 2:		\$101,089.06			
Change Order No. 3					
14	W8 Beam in Dewatering Building (RFI-51)	\$ 1,950.56	CP15	21-Jun-2018	MB/SL
15	Lagoon Odor Control (CP16rev2)	\$ 30,415.58	CP16, Rev2	24-Jun-2018	MB/SL
Subtotal for CO No. 3:		\$ 32,366.14			
Change Order No. 4					
16	Additional Sludge/Unsuitable Material	\$ 900,000.00	WCD-1	28-Aug-2018	Select Board
17	CBCP Antenna Location (EC-12)	\$ 960.98	CP18, markup	21-Aug-2018	MB/SL
18	Remove Trees/Add Fence South Property Line	\$ 11,019.14	CP20, markup	6-Sep-2018	MB/SL
19	C1/C2 Forcemain Connection (RFP-9)	\$ 93,909.76	CP21, markup	21-Aug-2018	MB/SL
20	Lagoon Aerator Power for Odor Control (RFP-8)	\$ 77,526.09	CP22, markup	23-Aug-2018	MB/SL
Subtotal for CO No. 4:		\$ 1,083,415.97			
Balancing Unit Price Items (Draft - Future Change Order)					
2	Not used	\$ -	BASIS:	Current Total	Basis
3	Additional Compacted Granular Fill	\$ -	BASIS:	n/a	n/a
4	Additional Compacted Screened Stone	\$ -	BASIS:	233.00	CY, total
5	Not used	\$ -	BASIS:	0.00	CY, total
6	Additional Earthwork Excavation and Disposal	\$ -	BASIS:	n/a	n/a
7A	Ledge Excavation and Disposal - Building	\$ -	BASIS:	233.00	CY, total
7B	Ledge Excavation and Disposal - Heavy	\$ 72,556	BASIS:	900.00	CY, total
8	Additional Normal Duty Pavement Inc. Base	\$ -	BASIS:	9,451.11	CY, total
9	Crack Repairs to Existing Concrete Tanks	\$ -	BASIS:	0.00	SF, total
10	Sludge Excavation from SSL and Disposal	\$ 2,902	BASIS:	0.00	LF, total
11	Sludge Pumping from Lagoons 2/ 3 to Lagoon 1	\$ -	BASIS:	23,871.23	WT, total
12	Utility Allowance	\$ -	BASIS:	224.20	DT, total
13	Wedeco UV Disinfection Equip & Manuf Services	\$ -	BASIS:	35,450.49	Allowance
14	Not Used	\$ -	BASIS:	35,500.00	Allowance
Subtotal for CO No. 6 (Balancing CO):		\$ 75,458			

Total Executed Change Orders to Date:	\$ 1,069,197.19	CO1/ 2/ 3
% of Contract Value:	3.10%	
Total Executed and Draft Change Orders:	\$ 2,228,070.80	CO4/ 5/ Balancing
% of Contract Value:	6.46%	
ESTIMATED Final Contract Value:	\$ 34,484,030.00	
	\$ 36,712,100.80	

Hon. Roberta C. Pevear
7 River Woods Drive Apt D125
Exeter, NH 03833

Town Manager's Office

SEP - 4 2018

Received

8/31/18

Kristine L. Svinicki, Chairman
United States Nuclear Regulatory
Commission
Washington, D.C. 20555-0001

Dear Chairman Svinicki:

Enclosed is copy of a letter to former
Gov. Lynch, in Concord, N.H., dated 3/21/11,
signed by 48 members of the faculty and
staff of Seabrook Middle School, Seabrook, N.H.

Copies of this letter were sent to N.H. Office
of Emergency Management, and U.S. Nuclear
Regulatory Commission.

Since a N.H. Superior Court ruled, in 1987,
that teachers could not be "conscripted" to go
to "reception" centers with school children, it
was "corrected" by a semantic change in the
"Plan" to show "school officials" as the desig-
nated caregivers.

For the NRC/FEMA to continue to say "no
one has ever expressed concern" about the lack
of a workable evacuation plan, as you can see,
is a despicable lie.

Svinicki

- 2 -

8/31/18

It cites the fact that 97% of 5% teachers working within the EPZ were surveyed and "declared that they are unavailable to serve in this capacity".

How can the NR/C/FEMA in their roles of "regulating" this industry, and protecting the public, continue to treat our children in such a cavalier/disdainful manner?

Stephen Conley, We The People, has been told by students, and school officials/teachers in Massachusetts that not only is there no one to take care of the students, but no attempt is made for any sort of "drill" in case Seabrook goes down in an accident.

cc: Paul Ford, FEMA REG. I

Sov. Chris Sumner

Stephen D. Conley, WTP; ^{Maura} Hedey, M.A.G.
Select Board, Exeter ✓

Edward Beattie, Hampton Falls, Selectman

Environment, Sustainability Committee, River Woods @ Exeter

Deb Kiddell, Executive Director, River Woods @ Exeter

Phillips Exeter Academy

SAPL; C-10; BEYOND NUCLEAR; NUKEWATCH; NUCLEAR INFO

Eli Sherman, WICKED LOCAL

Concord Monitor; Media

Roberta C. Pevear

Hon. Roberta C. Pevear
7 River Woods Drive Apt D125
Exeter, NH 03833

1-603-772-0326

March 21, 2011

Governor John Lynch
Office of the Governor
107 North Main St.
Rm. 208-214
Concord, N.H. 03301-4990

Dear Governor Lynch,

We, the undersigned members of the faculty and staff of Seabrook Middle School in Seabrook, N.H., are writing to call your attention to troubling deficiencies in existing plans to provide for the safety of our students in the event of a radiological emergency at the Seabrook Nuclear Power Plant. We seek your intervention on behalf of this vulnerable segment of the state's population.

While a significant history of controversy surrounding nuclear emergency and evacuation preparedness precedes this letter, we are concerned that the passage of time may have generated a level of complacency which has left serious issues unaddressed. Recent events in Japan introduce a moral imperative to address these issues now.

When the Atomic Safety and Licensing Appeals Board of the Nuclear Regulatory Commission reviewed the evacuation plan for the Emergency Planning Zone (EPZ) around the Seabrook plant, the plan was remanded due to four "critical flaws" cited by the board. One of these "critical flaws" was in planning for the evacuation of school children. Rather than ensure that the board's findings were addressed, the commissioners of the NRC altered licensing protocol to eliminate ASLB Appeals Board approval of evacuation plans as a preliminary requirement for an operating license. The "critical flaws" remain.

The New Hampshire Radiological Emergency Response Plan (NHRERP) originally assigned public school teachers the responsibility of evacuating students to distant "reception" centers (actually decontamination centers) and supervising them there for the duration of the emergency, or until each is released to an authorized adult. 596 teachers working within the EPZ were individually surveyed about their anticipated role in the evacuation plan. Citing overriding family and personal obligations, 97% declared that they are unavailable to serve in this capacity.

Subsequent litigation resulted in a 1987 New Hampshire Superior Court ruling which established that teachers cannot be required, and have no obligation, to take on a role in the NHRERP, calling it "conscription of private citizens." The court went on to suggest that "...the state should consider the probability that it will have to provide assistance to school children should an evacuation become necessary."

A semantic alteration of the plan was the only step taken, as it now delegates responsibility for the evacuation of thousands of school children to "school officials." These people are not identified. As the faculty and staff of a school located within one mile of an operating nuclear power plant, we do not know who they are.

Parents of students attending schools within the EPZ receive annual "calendars" which contain official information as to how to proceed in the event of a radiological emergency at the Seabrook plant. Parents are directed NOT to go to their children's schools to pick them up. Instead, they are offered assurance that their children will be cared for by these unidentified evacuation personnel. This is an alarming discrepancy.

At this moment in state history you have, through your election, been entrusted with protecting the health and safety of the people of New Hampshire. As professionals with a responsibility to advocate for the children in our care, we submit this appeal to you.

Thank you for your attention to these concerns.

Sincerely,

Dianne A. Dunfey
Patricia L. Volich
Madelaine Hagron
Jeri Casey
Dianne Powers
Patricia Beach
Colleen Sousa
Daniel S. Olson
Catherine M. Nelson
Ryan Lenet
~~_____~~
Thomas B. Schwab
Chyllis Cuvinsin
Jessie E. Walsh
Stephanie Smith

Ann Hatcomb
Rebecca Scherton
Candis Kegan
Leslie W. Shepard
Thomas M. Sheridan
Lisa Arhese
Shannon Flaherty
Jeff McElally
Yanna Costa
Dora Danna
Donna Butcher
Randy J. Roger
Edward J. Jure
Laure Smith
Terrie Sullivan
Suzanne Miller

Dawn M. Olson
Kelen Atypoul
Brittany Flynn
Lisa Kalcocok
Elizabeth
Lana Brown
Bry J. P.
Stacy Wasson
~~_____~~
~~_____~~
Cindy Tracy
Ruthie Zahrt
Susan Carter
Dana P.
W. Matthew Gully
Nancy Dyer

CC: New Hampshire Office of Emergency Management
U.S. Nuclear Regulatory Commission

FOR PUBLIC RELEASE

Contact: Dianne Dunfey

diannedunfey@gmail.com
(603) 431-2499



August 29, 2018

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

Russel Dean
Town Manager
10 Front Street
Exeter, New Hampshire 03833

Dear Ms. Gilman and Mr. Dean,

The Cooperative Alliance for Seacoast Transportation (COAST) is the Greater Seacoast region's public transportation system, serving the New Hampshire communities of Farmington, Rochester, Somersworth, Dover, Newington, Portsmouth, Exeter, and Newmarket, as well as Berwick, S. Berwick, Eliot and Kittery in Maine. Our non-profit organization is overseen by a Board of Directors, representing communities, organizations and businesses served by COAST. Presently there are a small number of vacant seats on the Board, one of which is a representative from the Town of Exeter.

The previous Board representative from Exeter found that his work load prevented him from adequately serving and attending regularly scheduled meetings. Exeter has been without representation since his resignation from the COAST Board. We are reaching out to you hoping you can fill this position. The Board meets monthly from 8:30 AM until approximately 10:00 AM. (There may be times when the meeting extends until 10:30, but not often.) Meetings are held at the COAST Administrative office at 6 Sumner Drive in Dover. Notification of meetings, agendas and packets of materials are emailed prior to the meetings, affording Board members an opportunity to preview action and discussion items, as well as minutes, of the previous meeting.

We encourage you to visit the COAST website to see the scope of our work, the communities we serve, a list of staff and directors, and a brief history of COAST.

We are eager to have each of our communities have full and active representation in our considerations of how to best provide public transportation services to our region. Other communities in our service area are currently being represented by a selectman, a town manager, and a town planner. We would greatly appreciate hearing from you regarding an

42 Sumner Drive, Dover, NH 03820 PHONE (603) 743-5777 FAX (603) 743-5786 www.coastbus.org

COAST champions and provides customer-focused public transportation with a commitment to excellence in safety and service.

appointment to our Board of Directors. If you have further questions, please feel free to reach out to us, and we would be happy to answer them.

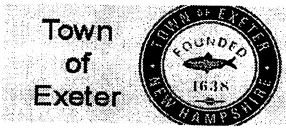
Sincerely,

A handwritten signature in black ink that reads "Dave Sandmann". The signature is written in a cursive style with a large, looped initial "D".

Dave Sandmann
Chair

A handwritten signature in black ink that reads "Rad Nichols". The signature is written in a cursive style with a large, looped initial "R".

Rad Nichols
Executive Director



Russ Dean <rdean@exeternh.gov>

Letter: On Nick Gray's Millennial Council idea

Derek H <dhaddad7@gmail.com>

Sun, Sep 2, 2018 at 11:42 AM

To: Russ Dean <rdean@exeternh.gov>, "Julie Gilman (Town)" <jgilman@exeternh.gov>, kcorson@exeternh.gov, Molly Cowan <mcowan@exeternh.gov>, ASurman@exeternh.gov, dclement@exeternh.gov

Greetings,

I hope you are enjoying this beautiful Labor Day Weekend. Since I will be out of town the next few weeks, I am writing to you my thoughts on Nick Gray's idea for a Town Millennial Council in Exeter. I am copying and pasting the same Letter I sent to the Exeter News-Letter, which might be published this week (or not):

"Exeter Millennial Council

Nicholas Gray, upon losing the Select Board race, has spent some time lately urging the Select Board to consider his proposal that Exeter adopt a town "Millennial Council" for people my age and younger (under 35) to discuss issues and submit proposals. Here are my general thoughts in no particular order:

- 1). It would add an inane level of bureaucracy to our small-town government, when only a dozen millennials have taken the time to attend and participate in town committees this past year. Why would Mr. Gray assume a bunch of millennials would suddenly show up for his council?
- 2). If there are more young people eager to participate in local affairs, they can contact various town committee members and get involved in local affairs.
- 3). There is no need to try segregating millennials as a political group, under the assumption that there are issues affecting millennials only. Most of the issues affecting young people (affordable housing, decent jobs, paid family leave, the opioid crisis, affordable health care, etc.) also impact older Americans of all ages. *E pluribus unum*. "One for all and all for one." We're all in this canoe up the creek without a paddle together.
- 4). Governor Sununu has already created a statewide Millennial Council – which has been rather ineffective and useless, but Mr. Gray can join that group if he is so intent on inching his way closer to seats of power and authority in New Hampshire.
- 5). For months, Nicholas Gray has been publicly and vocally endorsing (R) Andy Sanborn for Congress, who has been charged with allegedly preying on young, female staff at the Concord State House, and is accused of lying about his opponent, Mr. Edwards, while failing to disclose where the money came from in his mailer (a campaign violation). In light of Sanborn's despicably unethical behavior and abuse of power, Nicholas Gray's public endorsement of Sanborn reflects poorly on Mr. Gray's judgement and political acumen. I have no intention of working on a Millennial Council led by a Sanborn supporter like Mr. Gray."

Derek Haddad

32 Jady Hill Ave.

Exeter

Town of Exeter
 Swasey Parkway Analysis
 Citizens Bank Account #2030 "Operating Account"
 August 2018

* Swasey Ambrose									
#41 Fund B									
	Bank Stmt	(KeyBank) Qtrly		Permits /			Bank Stmt		
Year	Jan Bal	Deposit	CD Cash in	Donations	Checks Issued	Total	Dec Bal	Notes	
2003	3,905	10,231		-	14,100	35	35	Beg Bal per May bank Stmt; 3 KeyBank deposits	
2004	35	13,391	6,115	196	14,981	4,756	4,756	October deposit from a CD (KeyBank deposits?)	
2005	4,756	13,909	-	20	13,212	5,473	5,473		
2006	5,473	14,159	-	360	13,213	6,780	6,780	WAR#34 appropriated \$10,000 in OP budget	
2007	6,780	14,459	-	950	3,612	18,577	18,577		
2008	18,577	15,184	-	525	19,101	15,185	15,185		
2009	15,185	13,757	-	440	8,541	20,840	20,840		
2010	20,840	12,044	-	475	7,312	26,047	26,047		
2011	26,047	12,958	-	-	-	39,005	39,005		
2012	39,005	13,473	-	1,145	4,195	49,428	49,428		
2013	49,428	13,564	-	2,660	15,364	50,288	50,288		
2014	50,288	14,010	-	4,680	16,921	52,057	52,057		
2015	52,057	14,453	-	3,625	11,207	58,928	58,928		
2016	58,928	13,894	-	250	434	72,638	72,638		
2017	72,638	13,212	-	4,850	991	89,709	89,709		
2018	89,709	7,091	-	<u>3,600</u>	4,479	95,921	95,921	Balance through July 2018	
				23,776					
							<u>95,921</u>	7/2018 Balance	
							<u>23,776</u>	Permits/Donations	
							<u>72,145</u>	Swasey Ambrose #41 Fund B Deposits	
							95,921		

* The Exeter Select Board can elect to have some of the income distribution held by the Trust in a reserve, the funds available for withdrawal at their request