

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

AGENDA NOTE: Board interviews take place beginning at 6:30 p.m.; regular business meeting commences at 7:00 p.m.

1. Call Meeting to Order
2. Board Interviews - Communications and Facilities
3. Motion to Rescind – Selectwoman Surman re: motion of 7/9/18 on televising of meetings
4. Bid Award: TTHM Remediation
5. Public Comment
6. Proclamations/Recognitions
 - a. Proclamations/Recognitions
7. Approval of Minutes
 - a. July 23rd, 2018
8. Appointments – EEDC, Conservation Commission
9. Discussion/Action Items
 - a. Public Hearing: Solid Waste Fees
 - b. Parks/Recreation Field Proposal and Use of Impact Fees
 - c. Liberty Utilities Proposed Easement and Option Agreement
 - d. Energy Committee re: Updates and Electric Charging Station Project
 - e. Conflict Of Interest/Ethics Ordinance
10. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report
 - d. Select Board Committee Reports
 - e. Correspondence
11. Review Board Calendar
12. Non-Public Session
13. Adjournment

Julie Gilman, Chair
Select Board

Posted: 8/3/18 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

Facilities Advisory Committee – Town of Exeter

The purpose of the Facilities Advisory Committee is to assess and analyze municipally owned facilities in order to prioritize physical plant needs and budgets as described in the Town Facilities Plan published by HL Turner Group in December, 2015. The Committee shall identify capital improvement projects to develop a quantifying, data driven facilities assessment and analysis process that informs decision makers.

Advisory Committee recommendations shall consider the following:

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

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

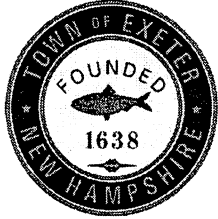
Membership of the Committee shall consist of five residents of the Town appointed by the Exeter Board of Selectmen. The Board of Selectmen shall conduct interviews for each application submitted. Members should have demonstrated experience in facilities planning, architecture, construction management,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

Terms of membership shall be 3 years, ending April 30th. Initial terms shall be set for 1, 2, and 3 years, and thereafter be set at 3 years. Members may be re-appointed for subsequent terms. The Committee shall elect offices of Chairman, Vice-Chairman and Clerk serving one year terms each. Terms of officers may be renewed in consecutive years.

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

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

Adopted by the Board of Selectmen
April 11, 2016



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

8/6/18 at 6:30

Statement of Interest Boards and Committee Membership

Committee Selection: Communications

New

Re-Appointment

Regular

Alternate

Name: Lindsay Sonnett **Email:** lssonnett@gmail.com

Address: 3 Hampton Road Exeter, NH **Phone:** 603-793-1827

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

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

Since 2015, I've worked as the sole consultant for a journalism startup whose mission is to provide in-depth research and reporting projects that bolster community awareness and participation in the issues affecting its future. We aim to provide an unbiased and nonpartisan overview of the issues as well as create the space for discussion through community forums. Using this experience and my prior work in community development, I would like to lend my efforts to helping engage our Exeter community as a whole. To paraphrase the Foothills Forum tagline, a more informed community makes better choices about its future. I'd like to continue my long-held commitment to civic engagement through work on this committee.

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: Lindsay Sonnett

Date: 7/17/18



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

8/6/18 at 6:40

Statement of Interest Boards and Committee Membership

Committee Selection: Communications Committee

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

Name: Deborah (Debbie) Kane **Email:** kanecommnh1@gmail.com

Address: 7 Holly Court, Exeter **Phone:** 603-778-7937

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

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

I believe that effective communications between the Town and its citizens is vital to community education and greater civic engagement.

~~I'm a freelance editor/writer and communications consultant who has lived in Exeter for 20+ years. I have professional experience managing corporate and non-profit communications in addition to working with local businesses (I was marketing manager at the American Independence for 10 years). As a parent who raised two daughters in Exeter, I'm used to working with different constituencies including the Exeter schools (I was on the Exeter Elementary PTO). I was also a trustee of the Exeter Public Library and on Exeter's Historic District Commission in the early 2000s. I'm a graduate of the 2001 Leadership Seacoast class, on the marketing communications committee for TEDxPortsmouth, and on the organizing committee for the Exeter Holiday House tour (managing social media as well as media outreach).~~

I'm excited at the prospect of working on a committee that has a tangible goal and will benefit our vibrant community.

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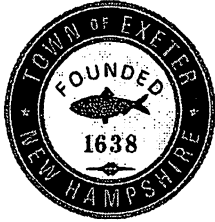
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I certify that I am 18 years of age or older:

Signature: Debbie Kane

Date: 7-16-18



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

8/6/18 @ 6:50 PM

Statement of Interest Boards and Committee Membership

Committee Selection: Facilities Committee

New Re-Appointment Regular Alternate

Name: Gregory Colling Email: gcolling@merrimackdesign.com

Address: 8 High Street Phone: 603-658-0658

Registered Voter: Yes No

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

I am a practicing architect currently serving on the HDC with an interest in historic buildings and their preservation. I have ~~35 years of experience working in the profession on building project types including civic and institutional buildings.~~
See attached resume. Thank you for your consideration.

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

Signature: 

Date: 3/29/2018



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

Memo

To: Exeter Select Board
Russell Dean, Town Manager

From: Jennifer Perry, P.E., Public Works Director

CC: Matthew Berube, Interim Water/Sewer Managing Engineer
Paul Roy, P.E., Water Treatment Supervisor

Date: August 3, 2018

Re: Surface Water & Groundwater Chloramination Treatment System Upgrades
Bid Evaluation & Recommendation to Award

Aquagenics, Inc. has completed the evaluation of the three bids received and opened Monday, July 30, 2018. Aquagenics' bid evaluation letter is attached. PRB Construction, Inc., of Gilford, NH, submitted the low bid of \$642,000. PRB has completed similar upgrades to water treatment facilities and has the financial capability to perform a project of this size. Aquagenics, Inc. and the Town of Exeter have had satisfactory experience working with PRB on previous projects, and recommend award of this project to PRB Construction, Inc.

The project was approved by voters at the 2017 Town Meeting for \$1,500,000. There are adequate funds available for construction and completion of the project, including SCADA software integration and public outreach, education and notices regarding the conversion of secondary disinfectant from chlorine to chloramines.

Project Component	Cost	Notes
Design Engineering	\$194,000	Contract with Aquagenics, Inc.
Construction Administration & Inspection	\$80,000	Estimate
Construction	\$642,000	PRB Construction, Inc. Bid
Construction Contingency	\$96,300	15%
Legal/Administrative	\$10,000	Allowance
Balance	\$477,700	SCADA Integration, Public Outreach
Project Total Cost	\$1,500,000	

The project is critical to meet the Safe Drinking Water Act standards for disinfection and disinfection byproduct formation and compliance with NHDES Administrative Order by Consent 17-004 WD. Construction is anticipated to start in September 2018 and be substantially complete by March 2019.

AQUAGENICS INCORPORATED

WATER & WASTEWATER ENGINEERING SERVICES

August 1, 2018

Mr. Matt Berube
Acting Water & Sewer Managing Engineer
Public Works Department
13 Newfields Road
Exeter, NH 03833

**BIDDER SELECTION
CHLORAMINATION TREATMENT SYSTEMS
EXETER, NEW HAMPSHIRE**

Dear Mr. Berube:

On July 30, 2018 the Town received three (3) bids for the **Chloramination Treatment Systems Project**. **The Information for Bidders** contained within the **Documents and Specifications for Chloramination Treatment Systems, Town of Exeter, New Hampshire dated June 2018 (the Specifications)** required that the prospective Bidders submit five (5) documents: (1) **Bid**; (2) **Bid Bond**; (3) **DBE Subcontractor Performance Forms**; (4) **DBE Subcontractor Utilization Forms**; and (5) **Bidder's American Iron and Steel Acknowledgement**.

The **Bid** document required submittal of a lump sum cost to perform the work for the Project. The **Bid Bond** was required to be in the amount of five (5) percent of the value of the Bid.

The three (3) bids submitted for the Project were as follows:

1. PRB Construction Inc.	\$642,000
2. Methuen Construction Company, Inc.	\$678,082
3. Apex Construction, Inc.	\$744,100

PRB Construction Incorporated (PRB) of Guilford, New Hampshire submitted the lowest bid in the amount of \$642,000. The difference between the low bid and the second low bid is \$36,082.

Following consultation with the New Hampshire Department of Environmental Services (NHDES) and the Town, PRB was sent an e-mail on July 31, 2018 requesting the submittal of its **DBE** (Disadvantaged Business Enterprises) forms and additional information in order to conduct a comprehensive review of its bid. PRB responded to this request by submitting the **DBE** forms and additional information to the Town and Aquagenics through its e-mails of July 31 and August 1, 2018.

Each of the Bidders did provide a **Bid Bond** in the amount of five (5) percent of its respective Bid value and the **Bidder's American Iron and Steel Acknowledgement**. Each of the Bidders did provide information on their respective **DBE** forms indicating the intended DBE subcontractor and the price of the work to be completed by the subcontractor for the Project.


Aquagenics Incorporated has investigated PRB Construction Incorporated's ability to perform the Project. We contacted two of the references submitted by PRB regarding projects for the City of Concord, New Hampshire and for Pennichuck Water Works, Inc. of Nashua, New Hampshire. Based on our conversations with these references who have worked with PRB on past and current projects, they have indicated that PRB has demonstrated to them the ability to complete the **Chloramination Treatment Systems Project** in a satisfactory, professional manner.

Also among its past projects, PRB did perform filter rehabilitation for the Town's Surface Water Treatment Plant (SWTP) in 2007 and upgrades to the filter backwash recycle system at the SWTP in 2013-2014. Aquagenics was the Engineer for the latter project and worked directly with PRB. We found that PRB's workmanship on this project was of very good quality and its administrative responsiveness to be satisfactory.

PRB intends to subcontract instrumentation work to Electrical Installation, Incorporated of Moultonborough, New Hampshire as its certified DBE subcontractor in the approximate amount of \$100,000. This amount is satisfactory to meet the Fair Share Objectives/Goals percentages for MBEs and WBEs stated in the **Specifications**.

Based on the information presented above, it is our opinion that PRB Construction Incorporated of Guilford, New Hampshire, having submitted the low bid for the work and the required documentation, is qualified to perform the work for this Project.

Very truly yours,
AQUAGENICS INCORPORATED

A handwritten signature in black ink, appearing to read "Leonard J. MacKoul". The signature is written in a cursive style with a large initial "L".

Leonard J. MacKoul, P.E.
Principal

Select Board

July 23rd, 2018

Draft Minutes

1. Call Meeting to Order

Anne Surman, Kathy Corson, Julie Gilman, Molly Cowan, Don Clement, and Russ Dean were all present at the meeting. The meeting was called to order at 6:40PM by Ms. Gilman.

2. Board Interviews – EEDC, Conservation Commission

The board moved downstairs to interview applicants for the EEDC and the Conservation Commission. The applicants were Earl Murphy for the EEDC and Kristen White for the Conservation Commission. After the interviews, the board reconvened at 7:05PM in the Nowak Room.

3. Public Comment

The public did not have any comments at this meeting.

4. Proclamations/Recognitions

a. Proclamations/Recognitions

There were no proclamations or recognitions at this meeting.

5. Approval of Minutes

a. July 9th, 2018

On page 7, Mr. Clement wanted to remove the sentence about him and Mr. Campbell working together on a business survey. Ms. Corson also stated that she did not attend that planning board meeting. Ms. Surman clarified that on page 6, her statement was that she did not want the taxes going onto the other ratepayers.

MOTION: Ms. Corson moved to approve the minutes as amended. Ms. Surman seconded the motion, and it passed unanimously.

6. Appointments

There were no appointments at this meeting.

7. Discussion/Action Items

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

Renee Hitzrot introduced the energy committee, which she is a member of. The committee was charged with improving energy efficiency in the town, and to educate citizens. The committee is looking into LED streetlight conversion, hosting an insulation workshop, a public test drive event for electric vehicles, and also would like to obtain electric vehicle chargers for public use. They have contacted 3 vendors and done a site walk with Unitil. There are over 200 hybrids in town, and 10 fully electric vehicles. She emphasized the benefits of electric vehicles as being energy-efficient, and that demand will

increase over the next few years as more models are released. Electric vehicle chargers downtown would help Exeter to become more attractive to out-of-town visitors, too. The committee is asking for approval to install a dual-head charger.

Lew Hitzrot spoke about the cost of different electric chargers, and what the estimated maximum energy cost monthly would be for the town (about \$126). The committee is recommending that the town cover costs for two years. Charging the public would be more expensive, because it would require “smart chargers” which can connect to a network. The committee talked with the town of Amesbury, and their annual cost for one charger is about \$500. The prices for the charger options as outlined ranged from \$2,000-\$7,900. The town of Derry is also going through this analysis, and they have decided on free public charging.

Ms. Gilman mentioned how much work has gone into this proposal. She thinks Exeter should consider this sooner and not later since new electric vehicles are being rolled out quickly. Ms. Surman asked if the chargers are universal. Mr. Hitzrot answered that Tesla chargers are separate, but adapters are available. All other car models would be able to charge, and these chargers are faster than most at people’s homes. There are also some maintenance and contract costs.

Ms. Corson said that she didn’t want others to pay for people’s electric charging, and also suggested that the idea should go through the budget committee. She also doesn’t think there should be a decision about it until the parking study is done. Ms. Cowan asked if they had talked to the Exeter Inn, because they have some electric charging, and what their usage is. Ms. Hitzrot said that theirs is a Tesla charger. Ms. Corson also suggested a partnership between the town and private businesses to install a charger on a private parking space.

Mr. Clement was excited about the report by the committee, especially the LED streetlight conversion which might save the town a lot of money as well as being greener. He asked how people charge their cars usually. Ms. Hitzrot differentiated between level 1 and 2 chargers. Level 2 gives a 20 mile charge in one hour, whereas level 1 is only a 5 mile charge in one hour. Most people have level 1 chargers at home. She also talked about “range anxiety”, where people with fully electric vehicles need to find charging at the end of their mileage range. Right now, Exeter has no public chargers so they are invisible to electric users at the end of the range. Mr. Clement worried about asking taxpayers to subsidize public charging. Ms. Hitzrot talked about the incentive towards clean energy. Also, people would not be able to charge for more than 2 hours.

Mr. Clement asked where the money would be coming from for the chargers. The committee suggested the capital reserve fund, Mr. Clement said that the 2010 policy was that the fund was meant to fund projects to improve energy use and efficiency, and for carbon reduction for municipal infrastructure. He does not believe this project meets that qualification of “municipal infrastructure”. In his opinion, they would need to find another way to fund this. Mr. Dean said that if the town owned the charger he believes it would be municipal infrastructure.

The board decided they did not feel comfortable making a decision today, and they would come back to it. Ms. Gilman said that the municipality might want to lead this so that citizens follow. Ms. Corson asked about snow removal around the chargers – the chargers can be either street or wall-chargers depending on the model chosen.

Paul Royal thanked the committee for the idea and the research. He wondered if the price of the installation for chargers would decrease as the technology becomes more popular. He also said it might make more sense to install 3 chargers instead of just 1, in case that spot is taken.

b. Nitrogen Control Plan Presentation: Wright-Pierce, Horsley Witten

Jennifer Perry said that they are headed for a December 30th deadline to have the plan submitted to the EPA. This effort is leading the work to reduce nitrogen, and has so far focused on counts of nitrogen instead. These will be these best possibilities for reducing nitrogen in the town.

Edward Leonard, from Wright Pierce, talked about the 2013 administrative order which had a number of requirements from the town. The town needed to track all total nitrogen, coordinate with NHDES for total nitrogen tracking and allocation, and develop a nitrogen control plan (this step), and then implement and evaluate the plan. The plan will document baseline loading and loading goals, document what the town has already done, and develop a 5 year implementation plan leading up to evaluation in 2023.

Mr. Leonard talked about some of the effects of too much or too little nitrogen. Nitrogen is an essential nutrient for both plants and animals. Is a limiting nutrient in water environments, meaning too much nitrogen causes a loss of habitat due to algae blooms, water clarity/light penetration, and dissolved oxygen. He outlined the different methods by which nitrogen can enter the system, such as wastewater, stormwater, fertilizer, etc. The total load to the Great Bay watershed is 1,285 tons per year. 30% is wastewater, 30% stormwater, and 40% are non-point sources. The Exeter/Squamscott Rivers provide a load of 167 tons per year, or about 13% of the total load to Great Bay. Of that, about 35% of the load is from Exeter. Exeter is also in other watersheds such as the Lamprey River. Exeter's specific load to the Great Bay is about 62 tons, of which about 67% is from wastewater. This means that Exeter contributes about 5% of the total nitrogen load to Great Bay (3.5% of total load to Great Bay is from Exeter's wastewater treatment plant).

Mr. Leonard clarified the terminology used. They have been using the phrases "reduced load" and "baseline load". The baseline load for Exeter is 62 tons. The "load to be removed" is the difference between those two, which is not yet agreed upon. They will present a plan between 3% and 50% removal depending upon NHDES estimated goals. The specific point source measure is to upgrade the wastewater treatment facility to enhance its treatment of nitrogen. They want to reduce the nitrogen load from the WWTF from 5-mg/L to the permitted threshold of 3-g/L.

Renee Bourdeau of Horsley Witten discussed non-point source strategies. They looked at a variety of 9 strategies including atmospheric deposition, fertilizer management, enhanced street cleaning, stormwater management, etc. There was also a detailed estimate with the town to calculate the cost to town, staff time, etc. The cost-effectiveness of different strategies was ranked based on 20/year cost per pound of nitrogen removed. The least expensive are the WWTF upgrades. The most expensive would be street/pavement cleaning.

She also discussed the alternatives for non-point solutions, assuming the WWTF is upgraded to 5-mg/L effluent TN (which is underway). Mr. Clement asked how much nitrogen will be reduced when the WWTF is in operation. Ms. Bourdeau said that it will be reduced by about 25 tons. The alternatives are to remove the equivalent NPS load as upgrading WWTF to 3-mg/L; meet requirements of MS4; meet

MS4 plus additional \$100,000; and plan 3 plus select denitrification systems and stormwater BMPs. The most cost-effective is to upgrade WWTF from 5-mg/L to 3-mg/L. She also talked about the usefulness of the WWTF upgrade and the residential fertilizer ordinance. Ms. Corson feels that the residential fertilizer ordinance is not as effective as other measures. Mr. Clement said the suggestion is covering the entire area with the ordinance. Ms. Bourdeau went over the next steps and schedule for developing the nitrogen control plan. A draft will be submitted by September 7th to the Select Board. They are planning to submit the plan to EPA on September 28th.

Mr. Clement clarified that upgrading the WWTF would cost 11.6 million over its 20-year lifecycle. It would be the most cost-effective solution. Mr. Dean also clarified that the figures in table 20 are annual costs. Mr. Dean asked if the plan would separate the MS4 district and the non-MS4 district. Ms. Bourdeau said it would depend on what plan the town would decide to move forward with, because some of the alternatives only involve the MS4 district. They have not done an analysis between the MS4 district and non MS4 district. Mr. Clement also mentioned that most septic system regulations are by the state. Mr. Leonard emphasized that Exeter is already doing a lot of good work, and that the town should be strategic about the plan and what will be evaluated.

c. Downtown Parking Spot Accessibility Update

Jennifer Perry included a map of accessible parking spaces in the town, as well as a memo about the issue overall. There are 17 spaces in downtown, 9 are on-street and 8 are in parking lots. One of every 8 spaces needs to be van accessible, with a wider access aisle. The spot in question right now is a car-accessible space in front of Capital Thai. The concern is the location of the aisle in relation to the sidewalk. The user right now needs to come in front of the curbed bump-out to access the ADA ramp, which is a safety issue. She presented 3 options for the board: relocate the spot to 85 Water Street (in front of Trends Gift Store, and make van-accessible from passenger side); keep the existing space and stripe a path of travel to the existing ramp; or keep the existing space and install a curb-cut/ramp in the bump-out adjacent to the access aisle.

Ms. Gilman asked if a driver could park in a handicap space when they are driving a handicapped passenger, with a placard. Ms. Perry said she believed they could. Mr. Clement asked for clarification about the relocation of option 1. Ms. Perry said that there is another space near Billingsgate that offers a driver-accessible spot, and this option would offer a passenger accessible space. There is already a ramp to the sidewalk. Also, this would be easier to maintain in the winter for ADA access. Mr. Clement also asked for an estimate of cost on option 3. Ms. Cowan thinks that option 1 makes the most sense, but asked if they could make it accessible from both sides. She was also concerned about the grade of the slope. Ms. Perry said that her understanding is that the slopes are within ADA requirements. Ms. Cowan also wanted to reach out to the residents who were here last meeting to discuss the issue. Ms. Corson asked if they have maps available for residents to view where handicap parking is.

MOTION: Mr. Clement moved to complete option 1, and to get a cost estimate for option 3. Ms. Cowan seconded the motion, and it passed unanimously.

d. Proposed Solid Waste Fee Updates

Mr. Dean began the discussion that public works is reviewing fee increases. They are looking for the board's input, and then would schedule a public hearing. Also, an intern recently did an overview of

the waste program and they have seen a significant increase in solid waste costs. They also haven't had a fee increase since 2009.

Ms. Perry said the department are recommending increasing fees for pay-as-you-throw bags from \$2.00 to \$2.50 for large, and from \$1.00 to \$1.25 for small. The prices recommended would be on the high side, similar to costs in Concord. They also want to increase price of freon-appliance stickers from \$7.00 to \$10.00, which would be in alignment with nearby communities. 3rd suggestion is to require all transfer station users in town to get a \$10 annual permit. 4th is to no longer allow commercial businesses to dump brush at the transfer station, which other towns also do. Exeter is getting an excessive amount of brush from commercial businesses. They could also establish a fee schedule for commercial and residential users like Stratham does. The bag price increase would bring the most revenue, about a \$121,000 increase.

Ms. Gilman asked where the brush would go if not accepted by the transfer station. Ms. Perry said that are places in Epping and Raymond that accept material from other communities for a fee. Mr. Clement asked if there would be an increase in the 2019 budget for solid waste. Ms. Perry confirmed that there would. Mr. Clement said that he was worried that requiring all users to get a \$10 permit for leaf bags and Christmas trees too would lead to potential dumping. He thought that charging commercial users for brush dumps was a good idea, but was unsure about charging residential users. Ms. Surman agreed with Mr. Clement.

Mr. Perkins asked how they would differentiate between residential and commercial users who dump brush. Also, the sticker would only limit Christmas trees and leaf bags because everything else requires a permit. Christmas trees have a curbside program already for free. The leaves are composted and available for residents to use as compost. Only charging commercial users would be difficult to regulate. Ms. Corson asked why there isn't an increase for fees on bulk stickers. Ms. Perry said that they were thinking about increasing the cost of electronic stickers, but it was recommended to hold off for now. Also, bulk stickers are accepted curbside, and the costs for that are being covered by current revenue.

e. 2018 Paving Recommendations

Ms. Perry discussed the 2018 paving recommendations, with price increases of about \$2.00/ton. The price of pavement after August 15th would be subject to the NHDOT asphalt adjustment clause. She also included a list of streets that are scheduled to be paved, with High Street as a high priority. The budget is \$800,000. They are intending to use \$25,000 of budget for crack sealing to preserve pavement, which was last done around 2014. Mr. Clement asked what would happen to Epping Road. Mr. Vlasich said that with preliminary costs for the road and signal, they will do most of the base paving this year and come up with an overlay next year without using the public work's paving budget. There is concrete road under some of Epping Road, so those slabs will be removed, and more extensive paving would need to be done. All of the repaving work for Epping Road and those projects are coming out of the TIF fund.

MOTION: Mr. Clement moved to accept the pricing as proposed in the May 30th, 2018 memo to Mr. Dean from John Bell. Ms. Corson seconded the motion, and it passed unanimously.

f. Proposed Lease Agreement for Municipal Lot re: 23 Water Street construction

Ms. Gilman said that it was recommended by Primex for this to be a licensing vs. a lease. Mr. Clement said he thinks the board should be able to see the written opinion from any counsel. Mr. Dean said that the markup in the packet was done by Primex. Mr. Clement said he wanted to know why this would be a license vs. a lease. Mr. Dean said that licensing offers more flexibility of the town. Also, there the location would be changed to the green space behind the fence on Bow Street, instead of parking spaces. There is a revised agreement to go along with that.

Mr. Winham said that only 2 or 3 parking spaces would be used with the revised edition, instead of 8 spaces. Ms. Corson suggested adding "not to exceed 3 spaces" to the license agreement. Mr. Clement said he is still hesitant to give away public parking spaces, but thinks this is a good compromise.

MOTION: Ms. Cowan moved to approve the revocable license agreement between the town of Exeter and Pairpoint Group LLC with the amended language above, and to authorize Julie Gilman to sign the agreement. Ms. Corson seconded the motion, and it passed unanimously.

g. Liberty Utilities Proposed Easement and Option Agreement

This agenda item was postponed until the next meeting.

h. Request for Use of Recreation Revolving Funds/Impact Fees

Mr. Bisson explained that this request came from an examination about pre-existing facilities. He is proposing using impact fees to renovate the two softball fields in town. They are not constructed properly, and they have seen a huge demand in use of those fields. The fields are in very poor condition, and they do not drain well. He got a quote from Sport Turf Specialties. EYSA asked them to do a field analysis of the turf which was constructed in 2004. There has been little maintenance, the fields are consistently wet because they are compacted from heavy use. There is a short window for reconstruction, because the fields are used from April to November and they need to make sure the sod will reestablish. There is only a two-week window from August 20th-30th, with no one using the fields.

Currently, the department has about \$194,000 in impact fees, with about \$116,000 in the pipeline. There is a balance of (as of Jan. 2018) \$104,000 in the revolving fund, which has increased since then from summer fees. The costs savings would be \$5,000 annually because the new turf would never need tillage. In 11 years it would pay for itself. The turf is Duraedge, which is made to bind together and shed water off of it and is made locally for NE weather. EYSA would cover half of the cost of the field analysis.

Ms. Surman asked why this isn't a budget issue because of the cost involved. Normally this would be put out through bid. She is not concerned about the cost, but is concerned about the process. Mr. Bisson said that he would recommend going with this vendor because they are the experts on creating a proper sports field. He didn't want to take a chance with this cost that it would not be constructed well. They specifically do sports fields, and the Duraedge technology has a lot of benefits.

Ms. Corson asked if all the materials for the new turf would be organic. Mr. Bisson said that this would be 100% organic. Mr. Dean pointed out that impact fees have to spent within 6 years of being received. There have also been many improvements in turf management in recent years. Mr. Bisson said that it is a proper mix of clay, sand, and loam. Mr. Clement said he would like a document to review to

make sure the town is protected. Ms. Surman asked for more information on what other projects the suggested company has done prior.

i. DHR Grant Acceptance: Park Street Area Survey

This is a grant of \$20,000 from DHR for the Exeter heritage commission to do a Park Street area survey. They need a formal grant acceptance agreement and a certificate for municipalities. It was recommended that Dave Sharples be the acting person for this grant because he has prior experience.

MOTION: Mr. Clement moved that they accept the agreement between DHR and the town of Exeter for the Park Street area survey in the amount of \$20,000, and to designate Dave Sharples to sign as grantee. Ms. Surman seconded the motion, and it passed unanimously.

8. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

MOTION: Ms. Cowan moved to approve the 2018 excavation tax of \$104.48 for map 83, lot 1. Mr. Clement seconded the motion, and it passed unanimously.

MOTION: Ms. Cowan moved to approve the 2017 excavation tax of \$668.20 for map 83, lot 1. Mr. Clement seconded the motion, and it passed unanimously.

MOTION: Ms. Cowan moved to approve the abatement of \$3162.22 for map 94, lot 21. Mr. Clement seconded the motion, and it passed unanimously.

Edward Anderson, 4 Hayes Park, said that his son discovered that his toilet was running after he received an unusually high bill. Mr. Anderson is elderly and has difficulty hearing, so he did not hear the toilet running. Mr. Dean explained to the board how the abatement was calculated. Mr. Clement reminded them that the individual is responsible for bill if the issue is on their property, according to current ordinances.

MOTION: Ms. Surman moved to grant Edward Anderson the once in 10-year abatement for \$162.92. Ms. Cowan seconded the motion, and it passed 4-1-0, with Mr. Clement voting nay.

Peter Helfer, 2 Grandview Terrace, went abroad from February to July because of a family accident/illness. When he returned, they did not find any leaks on the property even though they had received a bill for about \$1,600. The bill shows that from April 8th-14th, a continuous leak occurred and then re-occurred between May 14th-19th. The indoor plants were watered with a maximum of a couple gallons. His son checked the house as well as neighbors, and found nothing wrong. He thinks that perhaps the meter malfunctioned.

Mr. Clement read the policy on meter malfunctions, which is that the town will test the meter at the resident's request. Mr. Helfer said that DPW came to measure the meter, had trouble getting information from it, and another person came back and got the information. Ms. Cowan said testing the meter is a good idea to make sure it doesn't happen again. Mr. Dean clarified that if the meter is tested and found to be accurate, the customer is responsible for the entire bill as well as the cost of the meter testing. Board recommending that Mr. Helfer gets his meter tested, which he will do with the water department.

MOTION: Mr. Clement moved to postpone the other abatements. Ms. Corson seconded the motion, and it passed unanimously.

b. Permits & Approvals

MOTION: Ms. Corson moved to approve the use of the town hall by Cathy Lewis of McInnis Auctioneers for an auction from 8/19/18-8/27/18. Ms. Surman seconded the motion, and it passed unanimously.

MOTION: Ms. Corson moved to approve the use of the town hall by Betsy Kelly of Heronfield Academy for the 6th grade arts night from 2/27/19-2/28/19. Ms. Surman seconded the motion, and it passed unanimously.

MOTION: Ms. Corson moved to approve the use of the town hall by Betsy Kelly of Heronfield Academy for the 6th grade arts night (snow date) on 3/6/19. Ms. Surman seconded the motion, and it passed unanimously.

MOTION: Ms. Corson moved to approve the use of the town hall by the NH Children's Trust for a concert from 4/12/19-4/13/19. Ms. Surman seconded the motion, and it passed unanimously.

MOTION: Ms. Corson moved to approve the disposal of broken monitors and old PCs by the IT department. Mr. Clement seconded the motion, and it passed unanimously.

c. Town Manager's Report

Mr. Dean had a PSA about recyclables in bins, and suggested that residents try to loosen up anything left in bin because a machine is used to dump them into the truck. He will also be following up for a request about the sign at Henderson Swasey forest that needs a replacement. There is a budget committee meeting Wednesday night as well.

Mr. Clement felt that the board should have been made aware of the budget committee meeting. They are the ones to present to voters the information. On the budget committee agenda is select board comments and goals presented by Ms. Gilman. Mr. Dean will also be giving a report on major budget components and issues. Mr. Clement said that last year they decided that board members can attend meetings but not speak. He wants the board to be kept up to date on municipal actions and issues. Ms. Gilman suggested having reports from department head meetings with the budget subcommittees.

d. Select Board Committee Reports

The board decided to hold off on committee reports until the next meeting.

e. Correspondence

Correspondence consisted of thank you letters from CASA, Rockingham County Meals on Wheels, and Seacoast Family Promise for the town's contribution to their causes.

9. Review Board Calendar

The next regular meeting will be August 6th, 2018. There will be a work session on August 20th.

10. Non-Public Session

There was no non-public session at this meeting.

11. Adjournment

MOTION: Ms. Corson moved to adjourn the meeting at 11:00PM. Ms. Cowan seconded the motion, and it passed unanimously.

Respectfully submitted by recording secretary Samantha Cave.

Committee Appointments

August 6th, 2018

Conservation Commission

Lindsey White, Alternate Member, term to expire 4/30/19

NOTE: There 3 other terms available, 1 for 4/30/20, 2 for 4/30/21.

Economic Development Commission

Earl Murphy, Full member, term to expire 4/30/21



EXETER PUBLIC WORKS DEPARTMENT

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www.exeternh.gov

MEMO

DATE: July 20, 2108
TO: Russell Dean, Town Manager
FROM: Jennifer R. Perry, P.E., Public Works Director
RE: Municipal Solid Waste Program Fee Increases

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

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

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

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

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

4. No longer allow commercial vendors or entities to dump brush and leaves. Most surrounding towns accept brush for free from residents, but do not accept from commercial vendors. Exeter is receiving excessive volumes of brush and some may be coming from beyond Exeter. An alternative could be to establish a fee schedule for commercial vendors, such as what Stratham charges residents:

6-foot pickup load.....	\$25
8-foot pickup load.....	\$30
single axle dump.....	\$50
tandem axle dump.....	\$100

OBITUARIES

Nancy Jane Gamer

LAKE CITY, Fla. — Mrs. Nancy Jane Gamer, 72, of Lake City passed away Saturday, July 14, 2018 in the Solaris Medical and Rehab Center following a brief illness. A native of Exeter, New Hampshire, daughter of Francis and Winnifred Wentworth, Mrs. Gamer had been a resident of Lake City for the past eight years having moved here from Seffner, Florida. Mrs. Gamer had been employed as a data entry clerk with C.C.C. (Commercial Carrier Corporation) trucking company for many years prior to retiring. She was of the Baptist faith and very much enjoyed shooting pool and reading. Mrs. Gamer is survived by two sons, Gary (Barbara) Gamer of Lake

City and James Robert Hunter of Tampa, Fla.; a granddaughter, Jaime Greenwood Gamer of St. Petersburg, Fla.; three great-granddaughters, Hunter Greenwood, St. Petersburg, Fla.; Aaliyah Gamer, and Asia Gamer both of Lake City; and her three sisters, Barbara Hallinan, Bette Henneberry and Francine Wentworth all of New Hampshire. SERVICES: The family will receive friends from 5-7 p.m., Wednesday evening, July 18, 2018 in the Chapel of the Dees-Parrish Family Funeral Home, Private family services will be held at a later date. Arrangements are under the direction of the DEES-PARRISH Family Funeral Home, 458 South Marion Ave., Lake City, FL 32025, 386-752-1234.

Susan Marie Dow

HAMPTON FALLS — Susan Marie Dow, 63, of Hampton Falls, New Hampshire passed away on Saturday, July 21, 2018 at the Highpoint Hospice House in Haverhill, Mass. Susan was born on November 8, 1954 in Lawrence, daughter of the late John and Etta (Marshall) Garvey. She was educated in Saint Monica's Grammar School, graduated from Presentation of Mary and was also a graduate from Salem State College.



Dow

Susan was a parishioner of Our Lady of the Miraculous Medal Parish. She worked for Northern Essex Community College, Zampell Companies and Dow Seaford. She enjoyed Baking, Gardening and spending time with her family, and her sons. Susan enjoyed long walks on the beach with her husband Burton. Her family members include her husband

Burton R. Dow, Jr., of Hampton Falls, N.H.; her sons Matthew and his wife Christina Dow of Charleston, S.C.; Patrick Dow of South Boston, Mass.; her brother John (Jay) P. Garvey and his wife Joan Garvey of Bradford, Mass.

SERVICES: Her memorial mass will be celebrated on Saturday, August 18, 2018 at 11:30 a.m. at Saint Elizabeth's Mission Church in Seabrook, N.H. Burial will be private and the arrangements are under the direction of the John Breen Memorial Funeral Home, Inc., 122 Amesbury St., Lawrence, Mass. For online condolences and other information please visit us at www.breenfuneralhome.com. In lieu of flowers memorial contributions may be made to the High Point Hospice House, 360 North Ave., Haverhill, MA 01830 and to Sofia Gordon Cancer Center/Lahey Hospital and Medical Center, 41 Mall Rd., Burlington, MA 01805.

Martha Randall Lambert

EAST KINGSTON — Martha Randall Lambert, age 90, of East Kingston, N.H., died peacefully at the Colonial Poplin Nursing Home in Fremont, N.H., on Sunday evening, July 22, 2018 surrounded by her family. She was predeceased by her beloved husband of 56 years, Donald Paul Lambert.

Born in the Charlestown section of Boston on May 29, 1928, Martha was one of seven children of the late Joseph and Gladys (Harris) Herman.

Martha had her hands full raising seven children, but she would not have wanted it any other way. She shared with them her love of gardening and all outdoor activities including walking, camping and motorcycling. She especially enjoyed spending time with her grandchildren and great-grandchildren, who where her pride and joy. Wonderful memories of her life will continue to be treasured by her three sons, Mark Lambert and wife Sheryl of Amesbury, Russell Lambert and wife

Dianne of East Kingston, N.H., David Lambert of Willard, Texas; four daughters, Donna Lambert of Wrentham, Ellen Grant and husband Michael of Pelham, N.H., Lynne Blunt and husband Matthew of East Kingston, N.H., and Katherine Rockwell and husband Michael of Kingston, N.H.; along with 16 grandchildren, 23 1/2 great-grandchildren, nieces, nephews, and extended family, all of whom truly loved her. In addition to her husband and her parents, she was predeceased by three brothers and three sisters, William Herman, John Herman, Richard Herman, Patricia Kimball, Natalie Snyder and Amy Lambert, and her grandson, Patrick Lambert of Texas.

SERVICES: Visiting hours at the Highland Street Chapel of Paul C. Rogers Family Funeral Home, 2 Hillside Avenue, Amesbury, will be Saturday, July 28, 2018 from 3-6 p.m. immediately followed by services at the funeral home. Burial will be private.

Leonard Marttila

HAMPTON — Leonard "Lenny" Marttila, of Hampton, died Thursday, July 19, 2018, at age 77. A miracle of God, he was sober for more than 40 years. Born and raised in Peabody, Mass., Lenny had been a resident of Hampton for the last 34 years. Lenny was known for his generosity of spirit and loving, caring nature with everyone he met, welcoming strangers and sharing his life lessons. An occasional mischief maker, he led the impromptu Christmas sing-a-long at Market Basket, where he worked for 30 years as a meat department manager. Lenny leaves his wife of 38 years, Jean (Surette) Marttila, a large extended family, many wonderful

neighbors and great friends. He was welcomed into heaven by his parents, Neilo and Helen (Kramasz) Marttila, his brothers Robert and Richard and his son Leonard Marttila. He lived each day to the fullest, in joy and delight, died with no regrets and hoped to be remembered by the epitaph "he died, how sad, too bad."



Marttila

Donations in Lenny's memory may be made to Saint Jude Children's Research Hospital, 501 St. Jude Place, Memphis, TN 38105, online at www.stjude.org. Assistance with arrangements is by the Remick & Gendron Funeral Home - Crematory, Hampton.

Eleanor Zielinski

STRATHAM — Eleanor "Ellie" Zielinski, 70, passed away peacefully at her home in Stratham, N.H., surrounded by her loving family on Tuesday, July 24, 2018 after a two year battle with cancer. Ellie was born on February 2, 1939 in Lawrence, Mass., the daughter of the late David and Georgina McLean of Glasgow, Scotland. Ellie is survived by her husband, Joseph, and her two daughters, Greta Gauthier and husband William and their three children, Samuel, Laurel and Benjamin and Janna Rigatti and husband Matthew

and their three children, William, Vivienne and Marielle, all living in Exeter, N.H. She also leaves behind her brother David McLean and late sister-in-law, Mary McLean, of Norfolk, Mass., and her sister, Dorothy White and brother-in-law, James White from Kenova, W. Va., along with numerous nieces, nephews and great nieces and nephews. She graduated in 1962 from Lawrence High School and attended Merrimack College. Ellie worked in Boston for the John Hancock

Insurance Company in human resources where she was one of the first women to work in management at that time. She met and married her husband, Joe, on Cape Cod, Mass. Through forty-seven years of marriage, Ellie and Joe raised their two daughters in Fairfield, Conn., Geneva, Ill., Annapolis, Md., and Old Saybrook, Conn. Ellie was a loving wife, mother, grandmother, sister, aunt and friend who always put others first. She was an excellent listener and caring person who supported many charitable organizations. Her happiest moments were when she

was with her family, which was the focus of her life. She was an avid reader and passionate about animals, especially dogs. SERVICES: Services will be held at the Brett Witt Funeral Home at 14 Pine Street in Exeter, N.H., with visitation beginning at 10 a.m., followed by a memorial service at 11 a.m., on Thursday, August 2, 2018. In lieu of flowers, please send donations in Ellie's name to the Guiding Eyes For the Blind, an organization which trains dogs to serve people with vision loss, at 611 Granite Springs Road, Yorktown Heights, NY 10598 or www.guidingeyes.org. For more information, visit www.brewittfuneralhome.com.



Zielinski

For more Obituaries, see B6

Legal Notice: Notice of Initiation of the Section 106 Process: Public Participation. Sprint proposes the construction of a rooftop telecommunications facility, with ground level equipment, at 130 Kings Hwy., Hampton, Rockingham County, NH. Members of the public interested in submitting comments on the possible effects of the proposed projects on historic properties included in or eligible for inclusion in the National Register of Historic Places may send their comments to Andrew Smith, RESCOM Environmental Corp., PO Box 361 Petoskey, MI 49770 or call 269-385-6999.

Legal Notice: The State of New Hampshire Judicial Branch Superior Court. Rockingham Superior Court, Telephone: 1-855-212-1234, Rockingham City Courthouse/PO Box 1255, TTY/TDD Relay, (800) 735-2964, Kingston NH 03848-1258, http://www.courts.state.nh.us

FOR SERVICE: CITATION FOR PUBLICATION COMPLAINT TO QUIET TITLE Superior Court Rule 4(d). Case Name: Centerview Hollow Land Company, LLC v Herman P Haley, Heirs or Successors in Title Formerly of Epping, NH, et al. Case Number: 218-2018-CV-00758. Date Complaint Filed: July 10, 2018. A Complaint to Quiet Title to a certain tract of land with any attached buildings located in Epping, in the State of New Hampshire has been filed with this court. The property is described as follows: 150 Pleasant Street and may be reviewed in the Registry of Deeds for Rockingham County.

The Court ORDERS: Centerview Hollow Land Company, LLC shall give notice to Byron Parkman Haley, Jr. Heirs or Successors in Title Formerly of Hooksett, NH; Gertrude Haley Heirs or Successors in Title Formerly of Epping, NH; Herman P Haley, Heirs or Successors in Title Formerly of Epping, NH; Maybelle Ricker a/k/a Mabel H. Ricker Heirs or Successors in Title Formerly of Haverhill, MA; or Persons Unknown Who May Claim an Interest in this action by publishing a verified copy of this Citation for Publication once a week for three successive weeks in this Exeter Newsletter, a newspaper of general circulation. The last publication shall be on or before August 26, 2018. Also, ON OR BEFORE:

30 days after: Byron Parkman Haley, Jr. Heirs or Successors in Title Formerly of Hooksett, NH; Gertrude Haley Heirs or Successors in Title Formerly of Epping, NH; Herman P Haley, Heirs or Successors in Title Formerly of Epping, NH; Maybelle Ricker a/k/a Mabel H. Ricker Heirs or Successors in Title Formerly of Haverhill, MA; or Persons Unknown Who May Claim an Interest in this action by publishing a verified copy of this Citation for Publication once a week for three successive weeks in this Exeter Newsletter, a newspaper of general circulation. The last publication shall be on or before August 26, 2018. Also, ON OR BEFORE:

September 16, 2018: Centerview Hollow Land Company, LLC shall file the Return of Service with this Court. Failure to do so may result in this action being dismissed without further notice. Notice to: Byron Parkman Haley, Jr. Heirs or Successors in Title Formerly of Hooksett, NH; Gertrude Haley Heirs or Successors in Title Formerly of Epping, NH; Herman P Haley, Heirs or Successors in Title Formerly of Epping, NH; Maybelle Ricker a/k/a Mabel H. Ricker Heirs or Successors in Title Formerly of Haverhill, MA; or Persons Unknown Who May Claim an Interest in this action by publishing a verified copy of this Citation for Publication once a week for three successive weeks in this Exeter Newsletter, a newspaper of general circulation. The last publication shall be on or before August 26, 2018. Also, ON OR BEFORE:

Brewitt Funeral Service and Crematory. Served by the Brewitt Family Since 1914 - www.brewittfuneralhome.com. EPPING 698-5391, EXETER 772-3554, RAYMOND 859-3628. 104 Years of Continuous Family Service.

GOT MUD? GOT RUTS? • Install, Level and Groom Gravel Driveways! • Drainage Work • Culvert Installation & Repair Work. Call Rich 603-742-0053.

Fielding's Oil & Propane Co., Inc. New delivering propane to parts of NH. Call for pricing. PRICE PROTECTION PROGRAMS 2018-2019. **REMEMBER, THIS PAST WINTER PRICES WERE ABOVE \$3.00/GAL.**

RCH PAVING SEALCOATING - CRACK SEALING. Does Your Driveway Look Worn Out? Protect Your Investment Driveway Sealing \$1.99/sq ft. In Business Since 1989. A COMPANY YOU CAN TRUST AND DEPEND ON! 603-742-0053.

Legal Notice: Notice of Public Hearing: Town of Exeter Solid Waste Fees. The Exeter Select Board will hold a public hearing in accordance with RSA 41-9: a on Monday, August 6th, 2018 at 7:00 p.m., in the Novak Room at the Town Office, 10 Front Street, Exeter, NH to consider the following adjustments to the Town's fee schedule: Solid Waste Fees: Blue Bags Large - \$2.00 to \$2.50 per bag; Blue Bags Small - \$1.00 to \$1.25 per bag; From Stickers - \$7.00 per sticker to \$10.00 per sticker; Commercial Vendors Brush Disposal - 6 foot pickup load, \$25, 8 foot pickup load, \$30, single axle dump, \$50, tandem axle dump, \$100.

LEGAL NOTICE: EXETER PLANNING BOARD AGENDA. The Exeter Planning Board will meet on Thursday, August 9, 2018 at 7:00 P.M. in the Novak Room of the Town Office Building located at 10 Front Street, Exeter, New Hampshire, to consider the following: NEW BUSINESS: PUBLIC HEARINGS. A continued public hearing on the application of Exeter Rose Farm, LLC for a open space subdivision and associated site improvements and review of a Conditional Use Permit (Shoreland Protection). The subject properties are located on Oak Street Extension and Forest Street, in the P-1 Low Density Residential, P-2 Single Family Residential and R-4 Multi-Family zoning districts. Tax Map Parcels #54-5, 54-6, 54-7, 63-205, Case #17-27. A continued public hearing on the application of MSC, a division of TFMoran, Inc. on behalf of Andrew S. & Bonnie P. Weicks and Christine D. Michelson, for a lot line adjustment to modify property lines between the properties located at 2 and 4 Country Lane (and Shady Lane). The subject properties are located in the R-2, Single Family Residential zoning district. Tax Map Parcels #35-26, #35-27 and #35-38, Case #18-05. The application of Excel Construction Management LLC (on behalf of Freedom Realty Inc.) for modifications to the existing structure located at 173-179 Water Street for the proposed construction of a covered parking lot to the rear of the building and a two-story addition for residential uses. The subject property is located in the WC-Waterfront Commercial zoning district. Tax Map Parcel #64-50, Case #18-07. OTHER BUSINESS: • K. Scott Carls, III - PB Case #17-26 Request for one-year extension of conditional approval for minor subdivision of property off of Epping Road, Tax Map Parcel #40-12. • Approval of Minutes: June 28, 2018. EXETER PLANNING BOARD: Langdon J. Farmer, Chairman.

**TOWN OF EXETER
MEMORANDUM**

TO: Russ Dean, Town Manager
CC: Doreen Chester, Finance Director, Select board
FROM: Greg Bisson, Director of Parks and Recreation
RE: Sole Source Vendor-Sports Turf Specialties, Inc.
DATE: 08/06/2018

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

This memo is to recommend that the Duraedge Recreation Mix is a sole source product, manufactured, and sold exclusively by Duraedge. No product nor any other company makes a similar or competing product. Under those circumstances, this product must be purchased directly from Sports Turf Specialties Inc. at the 20 Kenneth A Miner Drive, Wrentham, MA. As a matter of fact, there are no dealers authorized to represent this product that not only sells the product but also provide installation. Additionally, local competition is precluded by the existence of an agreement with the manufacturer, who has given Sports Turf Specialties Inc. an exclusive right to market and install this product unless previously authorized. At the same time, there is no product available for purchase that would serve the same results or functionality that Duraedge provides not to mention one price of the above-named item and installation because of strict guidelines required for use of this product. Duraedge requires any contractor interested in their product, to have successfully installed a similar product five times prior to granting the use of their product. Given these points, Dennis Brolin and Sports Turf Specialties, Inc. have renovated and maintained ball fields from Fenway Park, Boston College, M.I.T as well as municipalities such as Hampton, NH, Wrentham, Arlington, Somerville, Ma and South Portland, ME (Please see attached) giving them the experience and knowledge needed to install the Duraedge product correctly and competently. Exeter Parks and Recreation requests these renovation be awarded to Sports Turf Specialties, Inc for the amount of \$61,091.00 using Impact fees.

While this work is ongoing as well. We recommend Sports Turf Specialties, Inc perform the field drainage improvement project as well since their equipment will be on site. The total cost of this project would be \$16,921.60 in which EYSA would cover \$8,460.80. We are requesting the remaining balance come out of the revolving fund. The 2018 cost would be \$4,230.40 using revolving funds.

Respectfully Yours



Greg Bisson
Director
Exeter Parks and Recreation

**TOWN OF EXETER
MEMORANDUM**

TO: Russ Dean, Town Manager
CC: Doreen Chester, Finance Director, Select board
FROM: Greg Bisson, Director of Parks and Recreation
RE: Project Irrigation
DATE: 08/06/2018

Exeter Parks and Recreation in conjunction of the project proposed. Exeter Parks and Recreation is looking for an additional \$2,000 out of impact fees to cover the cost of irrigation adjustment. We would request to use our current vendor, Controlled Irrigation, Nottingham, NH. Controlled Irrigation has been our vendor to open and close our town irrigation systems for many years now and currently maintain the recreation park system. They are familiar with the operation and nuances of the system. We request Controlled Irrigation be awarded this part of the softball field construction.

Respectfully Yours



Greg Bisson
Director
Exeter Parks and Recreation



July 30, 2018

Mr. Greg Bisson
Director
Parks and Recreation Department
Exeter, NH 03833

Dear Greg,

This letter is to outline our agreement regarding the field improvements proposed at the Recreation fields at 4 Hampton Rd in Exeter. As we discussed, FC Exeter (formally known as Exeter Youth Soccer Association "EYSA") is willing to pay up to 50% of the costs of the aeration and sand treatment work on the soccer fields. It is our understanding the cost of this work is estimated to be approximately \$16,921.00 for two treatments- one in the fall of 2018 and one in the spring of 2019 - making EYSA's share \$8,460.00.

We look forward to continuing the strong relationship between our organizations.

Sincerely,

Marc Chabot
President
Exeter Youth Soccer Association



SPORTS TURF SPECIALTIES, INC.

20 Kenneth A. Miner Drive
Wrentham, MA 02093
P - 508-384-1084 F - 508-384-2084

kathy@stslinc.com

Town of Exeter
10 Front Street
Exeter, NH 03833

RE: Estimate #8675

The Town of Exeter has authorized Sports Turf Specialties, Inc (STS here on in) to perform the renovation of the softball fields at Recreation Park.

STS will coordinate the scheduling of work with Town of Exeter.

STS will perform the scope of work as stated in Estimate #8675. Should any changes or modifications be necessary, STS will discuss these changes with the Town of Exeter.

All irrigation should be marked by the Town of Exeter prior to STS arrival. Any modifications or changes to the irrigation will be an additional cost.

Any fees or permits required for the job is the responsibility of the Town of Exeter.

A Certificate of Liability Insurance with the Town of Exeter listed will be issued upon receiving signed documents.

Sincerely,


Dennis Brolin, President

7/27/18
Date

I understand the terms above and approve the work to be done by Sports Turf Specialties, Inc

Greg Bisson
Acting Director
Exeter Parks and Recreation

Date

SPORTS TURF SPECIALTIES, INC.

20 Kenneth Miner Drive

Wrentham, MA 02093

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

Estimate

Date	Estimate #
5/23/18	8675

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

ESTIMATES VALID FOR 60 DAYS

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

P.O. No.	JOB

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

Total

Signature

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

Estimate

Date	Estimate #
5/23/18	8675

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

ESTIMATES VALID FOR 60 DAYS

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

P.O. No.	JOB

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

Total

Signature

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

Estimate

Date	Estimate #
5/23/18	8675

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

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P.O. No.	JOB

Item	Description	Qty	Cost	Total
	8. Final grade entire remediation area with a fully automated laser grader to within 1/4" of final proposed grades.			
	9. Rebuild Pitchers circle per specifications using Dura Pitch Premium Mound Clay around rubber and landing area.			
	10. Sod approximately 7,500 square feet of 100% Kentucky Blue Grass sod. Fertilizer, soil amendments and lime will be installed on the soil and on top of the sod.			
	11. Install Heritage Red Soil Conditioner, scarify and groom infield for game preparation.			
	Materials needed for this project, with Budgetary pricing reflected.			
DE Recreation Ble...	DuraEdge Recreational Blend for Softball (by the ton)	260	108.10	28,106.00
Sandy Loam	3/8" Sandy loam (per yard)	40	28.80	1,152.00
Turface - Heritage	Heritage Turface 50 lb bag soil conditioner	120	12.61	1,513.20
DuraPitch Premiu...	Premium (Blue Bag) 50 lb bag	40	13.20	528.00
Sod Installation	100% Kentucky Blue Grass sod	7,500	0.50	3,750.00
Pitching Rubber, ...	Schutt Major League Pitching Rubber (softball 43')	2	96.00	192.00
Bases, Bolco Maj...	Major League bases	2	318.00	636.00

Total

Signature

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

Estimate

Date	Estimate #
5/23/18	8675

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

ESTIMATES VALID FOR 60 DAYS

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

P.O. No.	JOB

Item	Description	Qty	Cost	Total
Home Plate, Schut...	Schutt Bury All Home Plate	2	108.00	216.00
Steel Base Anchor	All Steel Base Anchor / concrete base / rubber plugs	3	33.60	100.80
25-0-12 Proscape ...	Lebanon 25-0-12 MESA + EXPO	2	38.70	77.40
25-0-12 Proscape ...	Lebanon 25-0-12 MESA + EXPO	-2	38.70	-77.40
Replenish 10-2-5	Replenish 10-2-5 SG	2	58.80	117.60
Solu-Cal	Solu-Cal High Calcium Lime	3	15.00	45.00
Please note: This estimate doesn't include irrigation modification, prevailing wage or special permitting. ~~~~~ CHANGE ORDER ~~~~~ July 24, 2018 > Added -2 25-0-12 Proscape Lebanon. (-\$77.40) > Added 2 Replenish 10-2-5. (+\$117.60) Total change to estimate +\$40.20 ~~~~~				

Total	\$61,091.60
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Signature _____



SPORTS TURF SPECIALTIES, INC.

20 Kenneth A. Miner Drive
Wrentham, MA 02093
P - 508-384-1084 F - 508-384-2084

Project References

Pawtucket Red Sox

McCoy Stadium
PO Box 2365
Pawtucket, RI 02861
Matt McKinnon
401-996-7692

October 2012

Field Renovation
Ongoing Maintenance to current

Portland Sea Dogs

271 Park Ave.
Portland, ME 04102
Charlie Eshbach
207-874-9300

October 2012

Field & Warning Track Renovation

October 2016

Outfield Renovation

Governor's Academy

1 Elm St.
Byfield, MA 01922
Roberta McLain
978-621-0694

October 2014

Renovate Baseball field

Milton Academy

170 Centre St.
Milton, MA 02186
Attn: Steve Zannino

Completed April 2015

Baseball field renovation

Multiple years through current

Seasonal maintenance 9 fields

Winnacunnet High School

1 Alumni Dr.
Hampton, NH
Karl Ingoldsby
603-944-3785

September 2015

JV & Varsity Baseball infield renovations

Boston College

Silvio O. Conte Forum
Chestnut Hill, MA. 02167-3816
Attn: Matt Hayes
781-727-6022

2005-2015 (done annually)

Baseball Field Renovation

Boston Red Sox

Fenway Park
Boston, MA
Dave Mellor
(617) 375-0990

New York Mets

123-01 Roosevelt Ave.
Flushing, NY 11368
Bill Deacon
646-533-2946

M.I.T.

120 Vassar St.
Cambridge, MA
Dan Martin
617-593-5030

City of Lowell

375 Merrimack St
Lowell, MA
Tom Bellegarde
978-375-9411

Cape Cod Men's Baseball League

Harwichport, MA
Ben Layton
508-432-6909

Pittsburgh Pirates

PO Box 7000
Pittsburgh, PA 15212
Matt Brown
419-438-1935

Town of Dedham

55 River Street
Dedham, MA 02026
Robert Stanley

Altoona Curve

1000 Park Avenue
Altoona, PA 16602
Matt Brown
419-438-1935

April 2016

Full field Renovation

Feb 2017

Pre-season renovation

March 2017

Outfield Renovation

Ongoing work throughout season

June 2016

Resod field

September 2016

Full Reno including irrigation
of 1 baseball & 1 softball field

Fall 2017

Baseball field Renovation

Currently (May/June 2018)

10 Fields (1 per Cape Cod Town)
Renovation

Fall 2016

Field Renovation

Summer 2017

Davis Field Renovation

Fall 2017

Baseball field renovation

City of Newport
280 Spring Street
Newport, RI 02840
Scott Wheeler
401-845-5802

Fall 2017
Baseball Field renovation

Town of Berlin
240 Kensington Road
Berlin, CT 06037
Jen Ochoa
860-828-7000

Fall 2017
Baseball field renovation

City of Somerville
19 Walnut Street
Somerville, MA 02143
Jeff Winsor
617-625-6600 x2988

Fall 2017
Baseball/softball field renovation

Town of Franklin
257 Fisher Street
Franklin, MA 02038
Carlos Rebelo
774-292-9826

Spring 2017
Softball Field renovation

Salve Regina University
100 Ochre Avenue
Newport, RI 02840
Eric Cirella
401-486-5768

Spring 2018
Baseball field renovation

Dexter Southfield School
20 Newton Street
Brookline, MA 02445

Spring 2018
Baseball field renovation

City of South Portland, ME
33 Pitt Street
South Portland, ME 04106

Summer 2018
Sports Complex top dress, lasergrading

Town of Arlington
51 Grove Street
Arlington, MA 02476
Jeff Rikeman
781-316-3390

Summer 2018
Baseball field renovation

Town of Wrentham
79 South Street
Wrentham, MA 02093
Jeff Plympton
508-384-5427

Annual/ongoing work
baseball/softball field maintenance
Baseball/softball spring/fall cleanup



Turf & Soil Diagnostics

March 10, 2018

**Natural Sand
DuraEdge
Wrentham, MA**

TSD File #43530

The 18-008 DuraEdge Recreation Mix sample was tested as received and evaluated for baseball/softball infields. The test results are being compared to the Dura Edge Recreational specifications. The specifications are included in the data table.

The particle size test results show that the sample is classified as sandy loam, per the U.S. Department of Agriculture Classification system. There is a small amount of fine gravel in the sample. The sand content, silt and clay content, and silt to clay ratio meet the DE Recreational specifications.

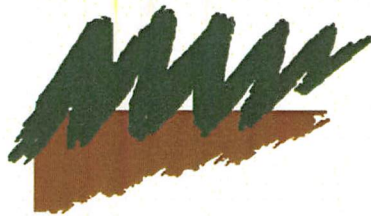
If you have any questions or need further assistance, please contact us. Samples are generally kept on the premises for 45 days after report date. Thank you for using Turf & Soil Diagnostics, Inc.

Sincerely,

 Digitally signed by Sam Ferro
Date: 2018.03.10 08:51:50 -06'00'

**Sam Ferro
President**

Page 2 of 2



Turf & Soil Diagnostics



**MATERIALS TEST REPORT FOR
Wrentham, MA**

REPORT TO: Natural Sand Co.
Bill Beatty
4783 Harlansburg Rd
Slippery Rock, PA 16057

DATE RECEIVED: Mar-06-2018
REPORT DATE: Mar-10-2018
CONDITION OF SAMPLE: Normal

PARTICLE SIZE (ASTM F1632)*

Lab ID#	Sample Name	Gravel %		Soil Separate %			Sieve Size / Sand Fraction Sand Particle Diameter % Retained				
		No. 4 4.75 mm	No. 10 2 mm	Sand	Silt	Clay	No. 18 V. Coarse 1.0 mm	No. 35 Coarse 0.50 mm	No. 60 Medium 0.25 mm	No. 140 Fine 0.10 mm	No. 270 V. Fine 0.05 mm
43530-2	18-008 DuraEdge Recreation Mix	0.0	0.8	71.7	12.1	16.2	4.8	13.2	25.7	25.5	2.8
DuraEdge Recreational Specifications		≤ 0.5	≤ 5	70 - 75	25 - 30		≥ 30				

TEXTURAL CLASS / COLOR

Lab ID#	Sample Name	Silt / Clay Ratio	Textural Class
43530-2	18-008 DuraEdge Recreation Mix	0.74	Sandy Loam
DuraEdge Recreational Specifications		0.5 - 1.5	-

*Data reported using USDA definitions of soil classification
 Samples were tested as received and comments pertain only to the samples shown.
 This report may not be reproduced except in full without written permission from Turf & Soil Diagnostics, Inc.
 Samples were received with a transmittal letter.

Reviewed by Sam Fero



PERFORMANCE SPECIFICATIONS

SECTION 2 PITCHING MOUND AND BATTER'S BOX SURFACES DURAPITCH® PREMIUM MOUND CLAY

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the material and labor requirements for construction of a complete pitching mound and batter's box surface for the following material:

1. DuraPitch Premium Mound Clay

B. Related Sections

1. Site Preparation

2. Earthwork

1.2 SUBMITTALS

A. Product Data: For the product specified, submit a 5-pound sample along with a private lab test result indicating the particle size analysis of the material specified. All tests shall be performed in accordance with ASTM F-1632.

B. Approved Testing Lab: Turf & Soil Diagnostics
35 King Street
Trumansburg, NY 14886
(607) 387-5694

1.3 PROJECT/SITE CONDITIONS

A. All site work and earthwork shall be performed in accordance with the preceding sections. Furthermore, the compacted subgrade shall be installed in accordance with the final slope and shall mirror finish grade in order to ensure an even depth of material once placement has occurred.

B. In certain instances, and where warranted, a survey of the subgrade elevations shall occur prior to placement of the material.

1.4 QUALITY ASSURANCE

- A. **Installer Qualifications:** Installers of materials specified shall have, at minimum, five successful installations of similar projects and materials. Installers shall be in possession of and demonstrate knowledge of the use of appropriate tools and equipment for the proper compaction and finishing of a pitcher's mound and batter's box area.
- B. **Material:** If quality control samples are specified, they shall be completed at a rate of one per 250 tons of material delivered to the jobsite. All tests shall be conducted by the lab specified in Section 1.2 (B). All testing will be compared to and be in accordance with the material specifications provided in Section 2.2.

PART 2 – MATERIALS

2.1 MANUFACTURER

- A. DuraPitch Premium Mound Clay is produced by the following manufacturer:
 - 1. DuraEdge Products, Inc.
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052 Fax: (724) 530-6696
Email: info@duraedge.com Website: www.duraedge.com

2.2 MATERIALS

- A. DuraPitch Premium Mound Clay is an engineered soil product which is mechanically mixed offsite in a controlled environment using a pugmill-type mixer. This process ensures thorough mixing of the sand and clay components to exact specifications.
- B. **Product Specification**
 - 1. Pitching mound and batter's box clay is clean, dry clay mixed with washed mason-type sand resulting in a weed-free mix that is reddish brown in color having a yield of 1.75 tons per cubic yard and possessing the following particle size analysis:
 - a. Total sand content shall be 15-28 percent.
 - b. The overall clay content shall be greater than 30 percent.
 - c. The ratio of silt divided by clay, otherwise known as the SCR, shall be 0.75 – 1.25.

Material meeting this specification is DuraPitch Premium Mound Clay as manufactured by DuraEdge Products, Inc., Grove City, PA., (866) 867-0052, or an approved equal.

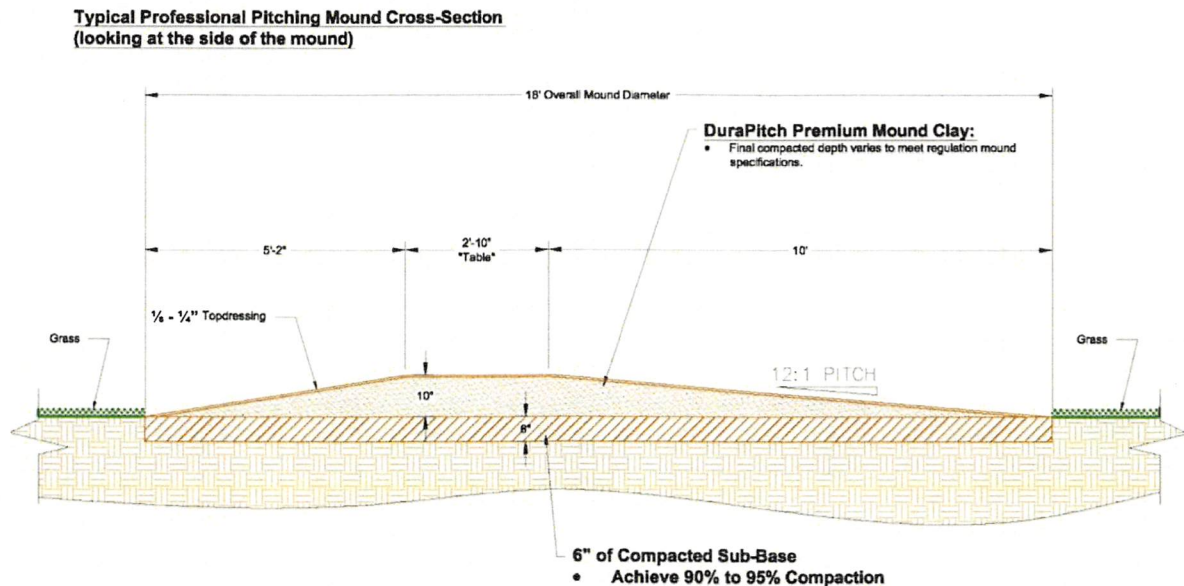
2.3 EXCESS MATERIALS

- A. Provide the owners' authorized representative with a 1-ton pallet of material for future use.

PART 3 – EXECUTION

3.1 PLACEMENT

- A. Place the material in lifts of 2 inches and compact with 1-ton vibratory roller until an optimum compaction between 90 percent and 95 percent is achieved. Scarify the surface to facilitate bonding of the next lift and repeat until finish grade elevation is achieved. Completing this process as described will minimize settling and improve the performance of the product. See diagram in 3.1.C.
- B. Depth of the material shall vary when finished and compacted. Please see diagram in 3.1.C.
- C. Typical cross-section of pitching mound:



3.2 WATERING

- A. In most cases, the material is delivered with optimum moisture and adding water is not necessary. If unable to achieve optimum compaction, a light application of water may be needed.

3.3 INSPECTION

- A. The finished surface of the infield shall be smooth and free from any visible dips, humps, bumps or other blemishes which would hinder the removal of water through positive surface drainage. In some instances, and where warranted, a finished elevation survey shall be conducted to assure proper installation.

3.4 TOPDRESSING

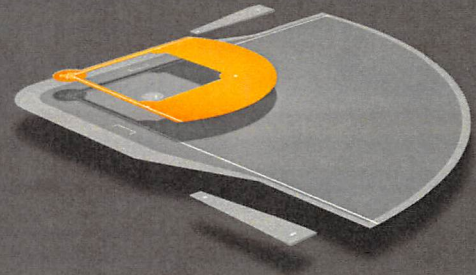
- A. Following successful inspection, topdressing shall be applied to the surface for optimum product performance. This topdressing is either expanded shale or calcined clay product and shall be added at a rate of 0.5 pounds per 1 square foot for maintenance, or 1 pound per 1 square foot for new construction.
- B. Product is either ProSlide Engineered Topdressing (expanded shale) or Turface Pro League Heritage Red Conditioner (calcined clay). Both products are available through DuraEdge Products, Inc., Grove City, PA, (866) 867-0052. Turface is also available through Profile Products LLC, 750 Lake Cook Rd, Suite 440, Buffalo Grove, Ill., (800) 207-6457.

End of Section 2



Typical Infield Skin Symptoms:

- Firm & fast in hot summer months
- Wet & sticky in rainy months



The ProSlide Cure:

- Consistent gradation creates a smooth sliding surface
- Less absorbent to help infield skin retain moisture
- Durability of expanded shale product resists particle breakdown
- Color-fast nature provides excellent contrast for tracking ball movement

Use as a stand-alone topdressing or combine with traditional calcined clay products for greatest infield playability.

ProSlide Topdressing is Available in:

Gradations & Colors:

- 4x30 Classic Red
- 6x30 Professional Red
- 6x30 Professional Brown
- 6x30 Professional Natural

Delivery Options:

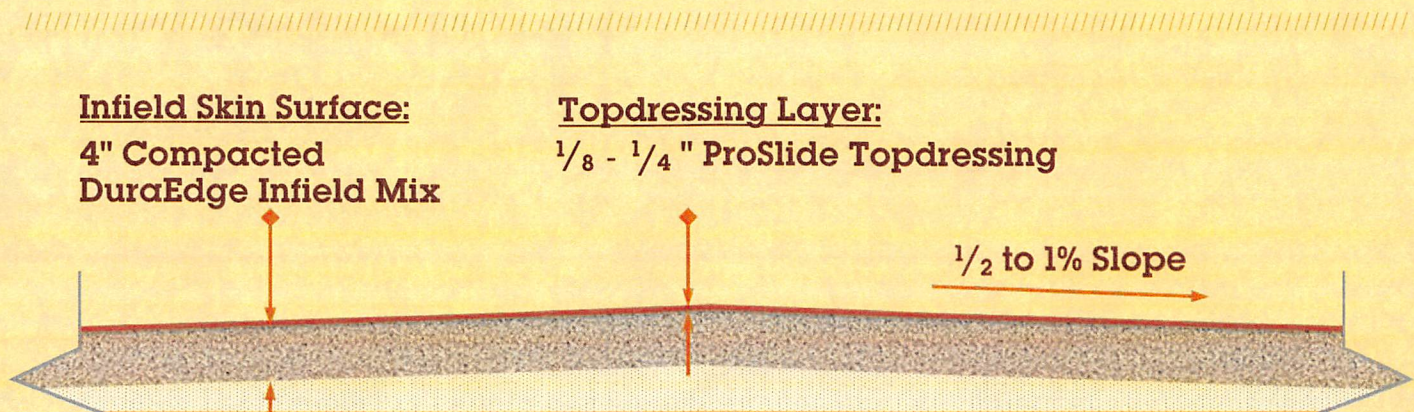
- Bulk
- 50 lb. Bags
- One Ton (2000 lb.) Super Sacks

ProSlide™ Expanded Shale Engineered Topdressing

ProSlide™ Engineered Topdressing is a professional grade expanded shale topdressing. The true 4x30 and 6x30 particle sizes create a smooth sliding surface and ensure more predictable bounces during play.

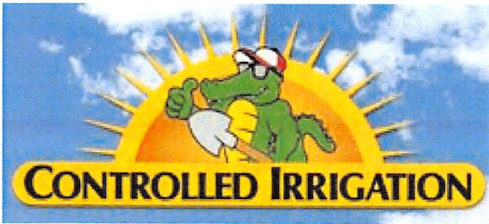
Screen Size	% Passing Specification	
	CLASSIC 4x30	PROFESSIONAL 6x30
# 4 Screen	100%	100%
# 6 Screen	78% - 90%	100%
# 8 Screen	45% - 65%	80% - 90%
# 16 Screen	0% - 10%	18% - 32%
# 30 Screen	0% - 1%	0% - 1%
# 50 Screen	0% - 1%	0% - 1%
# 100 Screen	0% - 1%	0% - 1%
Pan	0%	0%

Providing a long-lasting vibrant color and resilient playing surface under both wet and dry conditions, ProSlide™ Engineered Topdressing helps your infield play *more* games, play *safer* games, and have *less maintenance*.



For additional Dura Edge Products & Services, visit www.duraedge.com.





07/31/2018

QUOTE:

Move Irrigation head around softball field to accommodate infield renovations.

Cost: \$2,000

Owner

Paul Javaruski

SPORTS TURF SPECIALTIES, INC.

20 Kenneth Miner Drive
 Wrentham, MA 02093
 P - 508-384-1084 F - 508-384-2084

Estimate

Date	Estimate #
5/21/18	8707

Name / Address
Town of Exeter NH Greg Bisson

ESTIMATES VALID FOR 60 DAYS

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

P.O. No.	JOB

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

Total	\$16,921.60
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Signature _____

OPTION AGREEMENT

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

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

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

3. Option Period and Termination.

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

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

4. Option Payment.

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

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

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

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

7. Certain Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:	Exeter, NH 03833
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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

or entity claimed to have been retained, hired or to be acting for or on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the respective dates below written.

TOWN OF EXETER By its <hr/> Name: Title: Dated:	LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. <hr/> Name: Susan L. Fleck Title: President Dated:
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Exhibit A to Option Agreement

Easement Agreement

(attached)

AGREEMENT FOR PERMANENT AND TEMPORARY EASEMENT

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

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

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

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

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

The Easement includes the following rights and privileges:

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

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

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

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

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

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

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

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

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

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

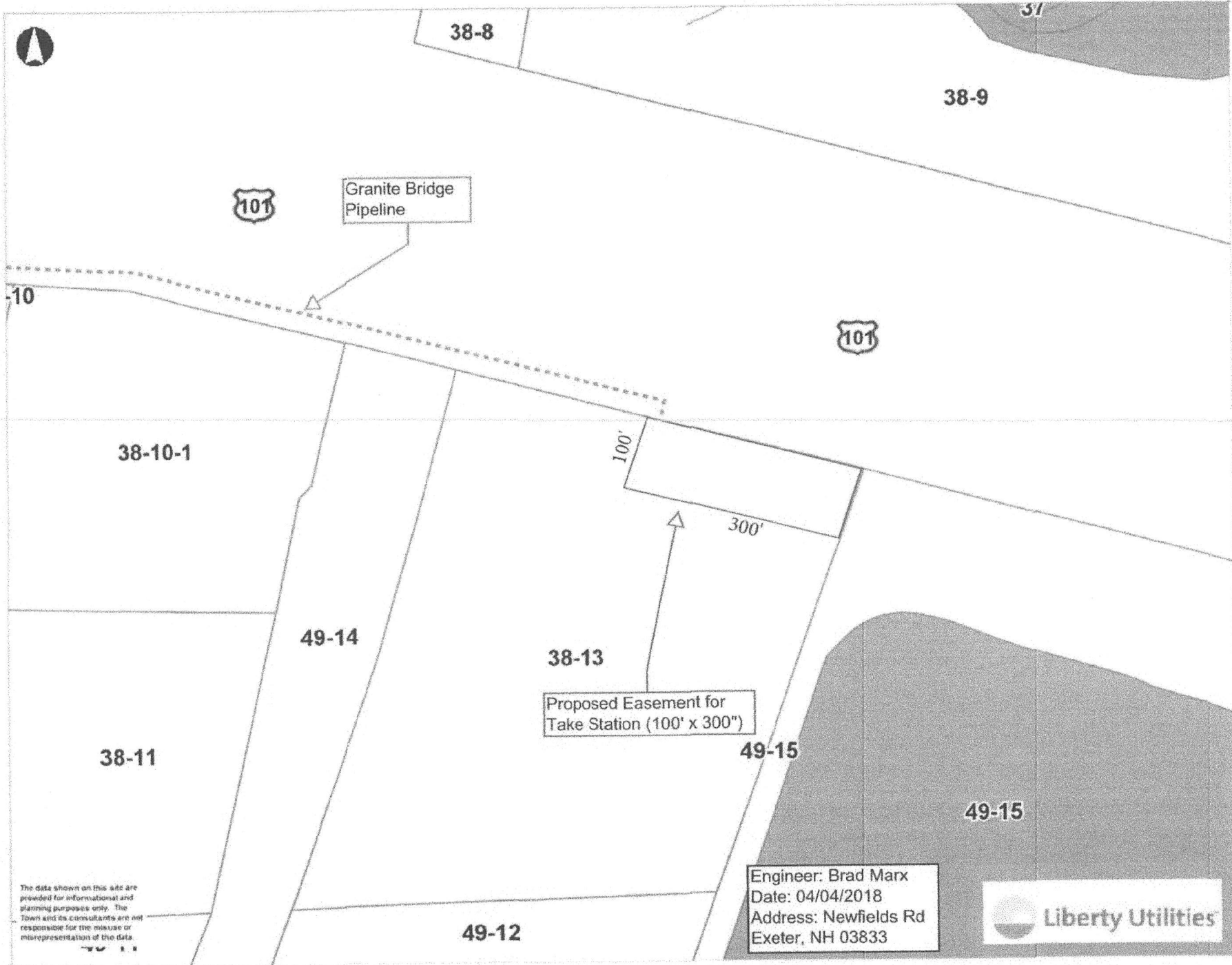
The Easement shall be recorded at the Rockingham County Registry of Deeds and shall be binding on and burden and inure to the benefit of, respectively, the successors and assigns of the Grantor and Grantee.

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

DRAFT



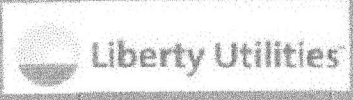
- Parcels
- NH Highways
 - Interstate
 - US Highway
 - State Highway
- Town Boundary
- Abutting Towns
- Streets (Updated September)
- Misc Streams
- Parcel Streams
- Open Water
- Buildings



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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Thank you for your consideration

Town of Exeter

To: Selectboard Members: Julie Gilman, Chairwoman, Kathy Corson, Vice-Chairwoman, Molly Cowan, Clerk and Donald Clement, Selectman

From: Anne L. Surman, Selectman

CC: Russ Dean, Town Manager

Date: August 3, 2018

Re: New Hampshire's R.S.A. 31:39-a Conflict of Interest Ordinances

From "Knowing the Territory, A Survey of Municipal Law for New Hampshire Local Officials" 2017 Edition, is the following excerpt: "The general rule is that a conflict of interest requiring disqualification will be found when an official has a direct personal or pecuniary (financial) interest in the outcome. That interest has to be "immediate, definite, and capable of demonstration: not remote, uncertain or speculative" *Atherton v. Concord*, 109N.H. 164 (1968)."

In March 2018, not long after this board reorganized, the Chair, asked for our goals and future agenda items. One of my concerns has been the lack of a clear Conflict of Interest Policy regarding elected and/or appointed offices. Coupled with Conflict of Interest is Ethics and Code of Conduct. Over the past weeks, I have been researching NH RSA 31:39-a (copy attached) and have talked with attorneys at New Hampshire Municipal Associations (NHMA) on the topic. I have looked at a sampling of other towns to see what policies they may or may not have. As you may guess: some towns have a policy through their Board of Selectman, and other towns have passed by the legislative body, a Conflict of Interest and Ethics Policy per R.S.A. 31:39-a.

I have attached a few samples of some of the policies and ordinances for your review. This is a very important topic and should have solid discussion. Tonight, I am introducing the topic, and will present what method I would recommend. We can have some discussion tonight. The goal is for us to take up more discussion at our next Selectboard meeting and at that next meeting decide on how we as a Board would like to proceed. A follow-up meeting will also give the public and other boards and committee members more opportunity to express their views.

TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31 POWERS AND DUTIES OF TOWNS

Power to Make Bylaws

Section 31:39-a

31:39-a Conflict of Interest Ordinances. – The legislative body of a town or city may adopt an ordinance defining and regulating conflicts of interest for local officers and employees, whether elected or appointed. Any such ordinance may include provisions requiring disclosure of financial interests for specified officers and employees, establishing incompatibility of office requirements stricter than those specified by state law or establishing conditions under which prohibited conflicts of interest shall require removal from office. Any such ordinance shall include provisions to exempt affected officers and employees who are in office or employed at the time the ordinance is adopted for a period not to exceed one year from the date of adoption. The superior court shall have jurisdiction over any removal proceedings instituted under an ordinance adopted under this section.

Source. 1981, 221:1, eff. Aug. 10, 1981.

of the attorney representing the city, who hadn't actually participated in the case, was an uncle of the judge hearing the case, although they had not seen each other in 20 years. The Court held, based on the New Hampshire Code of Judicial Conduct, the judge at least had a duty to inform the parties of the family relationship so they could request him to step down.

6. Other Relationships

A member of a church that owned land abutting a project and who had previously been a member of the church building committee before taking public office was *not disqualified* to vote on the project. *Atherton v. Concord*, 109 N.H. 164 (1968).

IV. Statutes Governing Conflicts of Interest

A. Municipal Charters

Former RSA 49-A:82, which formed the basis for many of the charters still in effect in cities, says that no city official shall take part in a decision in which he or she has a financial interest "greater than any other citizen or taxpayer." This standard applies to legislative as well as judicial actions in cities in which this statute or charter provision is still in effect. RSA Chapter 49-C replaced RSA Chapter 49-A in 1991. RSA 49-C:33, I(c) simply permits cities the option of including a conflict of interest provision in their charters.

B. Local Conflicts of Interest Ordinances

One of the challenges with conflicts of interest is that the existence of a conflict is, to a great extent, a question of degree to be determined on a case-by-case basis. Towns and cities may wish to adopt a conflicts of interest ordinance to provide more certainty. However, as with any exercise of municipal authority, a municipality can only enact a valid, enforceable ordinance if a law grants it the authority to do so. In addition to the authority in RSA 49-C:33, I(c) for cities to include a conflict of interest provision in their charters, the legislative body of a city or town (town meeting, town council, city council or mayor and aldermen) may adopt a conflict of interest ordinance under RSA 31:39-a. An ordinance adopted under this statute may apply to both municipal officials and employees. Needless to say, a concise, carefully drafted ordinance can clarify what behavior is reasonably expected of people, whereas poor drafting can have the opposite effect.

RSA 21-G:21 – :27 contains a code of ethics for the executive branch of State government, which can be a source of ideas for local legislation. A simple example is RSA 21-G:22, which clarifies the limit of the "personal and pecuniary interest" that must be avoided: "Executive branch officials shall not participate in any matter in which *they, their spouse or dependents*, have a private interest which may directly or indirectly affect or influence the performance of their duties." RSA 21-G:29 – :30 creates an Executive Branch Ethics Committee, which is authorized to issue written advisory opinions upon request of officials in specific situations. These opinions, edited to maintain confidentiality, may be found at www.doj.nh.gov/ethics/.

Significantly, however, because municipalities may only take those actions authorized by statute, a conflicts of interest ordinance adopted under RSA 31:39-a may address only the issues listed in the statute and those that are necessarily implied or incidental to those issues. See *Girard v. Allenstown*, 121 N.H. 268, 271 (1981). A local ordinance under RSA 31:39-a may address the following subjects **only**:

- definitions of conflicts of interest;
- regulations of conflicts of interest;
- provisions requiring disclosure of financial interests for specified officers and employees;
- establishment of incompatibility of office requirements stricter than those otherwise established by law; and
- establishment of conditions under which prohibited conflicts of interest will require removal from office.

Despite the clear limits of this statute, local ethics ordinances often include unauthorized provisions. For example, many ordinances authorize the creation of a local ethics board or committee with the authority to investigate complaints and to punish or remove employees and officials for violations. Legally, a local ethics committee could be established to offer non-binding advice to the select board or other officials regarding alleged ethics violations, but *not* to remove municipal officials. Although a town or city may establish the conditions under which a prohibited conflict of interest will require removal from office, RSA 31:39-a is quite clear in providing that only the superior court can remove an official under these provisions.

The termination of an employee, in contrast, does not usually require action by a court, but this is a step that should be taken after careful consideration and only by the governing body or designated official, not by an ethics committee. There may be other significant factors to consider before removing an employee, such as any procedural or other rights that the employee may have under law (such as a police or fire chief) or under a collective bargaining agreement or individual employment contract.

Another unauthorized provision that has found its way into local ordinances is a declaration that certain operations of an ethics committee are exempt from disclosure under RSA Chapter 91-A, New Hampshire's Right to Know Law. Municipalities may not change the scope of RSA Chapter 91-A or declare that certain activities or records will not be available to the public. The ability to enter a nonpublic session during a public meeting must in each instance meet the specific conditions set forth in RSA 91-A:3. In addition, exemptions regarding the public availability of governmental records are construed narrowly and are often decided under RSA 91-A:5 on a case-by-case basis based on the facts and circumstances of each matter. The activities and records of an ethics committee must be considered individually under the same standards as all other municipal activities and records.

It is also common to find a local ethics committee charged with investigating ethical complaints about employees or officials. However, although a committee of this nature may be very helpful in addressing thorny conflicts of interest questions, the referral of certain matters to the committee could result in exposure to even greater liability

for the municipality. For example, referral of an employment harassment claim to an ethics committee may result in a breach of confidentiality because the employer likely owes the employee certain confidentiality measures. Likewise, the referral of a matter regarding fraud or misappropriation of funds may result in a charge that the municipality has interfered with a criminal investigation. The key to the success of any such committee, therefore, will be the quality of its membership and an understanding of the legal limits of its authority. Members should be respected members of the community who are willing and able to meet on relatively short notice, to provide timely, thoughtful responses, and to refer matters to legal counsel as appropriate. One area in which an ethics committee could truly help is education. If an ethics committee organized training on ethics and conflicts of interest and helped make the information available to local officials and employees, it might help to reduce the number and severity of ethical issues.

To address issues outside the scope of an ordinance under RSA 31:39-a, any municipal board is free to adopt its own, non-binding set of guidelines to help members understand the ethical standards the board wishes to uphold. These policies are not binding, and no board (including the select board) has the authority to enact ethical guidelines to bind members of other boards. However, the exercise of creating a policy can be helpful, and educating new members about the standards to which all board members should aspire can provide much-needed guidance.

It is also important to distinguish between the regulation of municipal *officials* and the supervision of municipal *employees*. Since municipal employees are subject to the supervision of the department heads and/or the governing body, the governing body (like any other employer) may adopt personnel policies to govern employees. Personnel policies may address virtually every aspect of the employment relationship, including expectations regarding ethics and behavior, and the discipline and termination consequences of violating those expectations. Therefore, even if some of the provisions of a local "ethics" policy go beyond the permissible subjects in RSA 31:39-a and thus would not be enforceable against municipal officials, those requirements might be enforced against its employees if incorporated into the municipality's personnel policies.

C. Land Use Boards

All planning boards, zoning boards of adjustment, building code boards of appeals, heritage commissions, historic district commissions, agricultural commissions, and housing commissions are subject to RSA 673:14, which prevents a member from sitting on a case:

if that member has a direct personal or pecuniary interest in the outcome which differs from the interest of other citizens, or if that member would be disqualified for any cause to act as a juror upon the trial of the same matter in any action at law.

Equally important in RSA 673:14 is the procedure it authorizes. Any person on the board can ask for a vote on whether he or she, or any other member, is disqualified in a case. The vote must be taken prior to the public hearing in the case. The vote

New Hampshire Town And City

Local Officials Making Decisions: Understanding Conflicts of Interest and Disqualifying Bias

New Hampshire Town and City, January 2011

By

By Kimberly A. Hallquist, staff attorney with the New Hampshire Local Government Center's Legal Services and Government Affairs Department

"A man cannot serve two masters at the same time, and the public interest must not be jeopardized by the acts of a public official who has a personal financial interest which is, or may be, in conflict with the public interest."

So reasoned the Court in *Atherton v. Concord* when ruling that no public official may vote on any matter in which he or she has a conflict of interest. The issue of conflict of interest is being raised frequently by citizens who don't want a particular official to act on a matter; by other board members who fear that participation by a particular board member may jeopardize the decision the board makes (or result in the town being sued!); and also by board members themselves who wonder if they should recuse themselves from participation on a matter.

Consideration of these issues before voting on a matter will be time well spent to avoid having a decision of the board overturned because of a disqualified member's participation.

Q. What exactly is a conflict of interest?

A. Precisely defining "conflict of interest" as it applies to municipal decision making is difficult because the existence of a conflict of interest depends in large part on the specific facts of each case. However, the general rule is that a conflict of interest requiring disqualification will be found when an official has a direct personal or pecuniary (financial) interest in the outcome. That interest must be "immediate, definite and capable of demonstration; not remote, uncertain or speculative." *Atherton v. Concord*, 109 N.H. 164 (1968). In short, would a person of "ordinary capacity and intelligence" be influenced by the financial interest? If yes, then the person has a conflict of interest and must not vote on the matter.

Q. So, does that mean if I don't have a conflict of interest I can vote on the matter?

A. Not necessarily. While no public official may vote on any matter in which he or she has a conflict of interest, there may be additional considerations of disqualifying bias or prejudgment. When an official is acting in a "judicial" or "quasi-judicial" capacity, as opposed to a "legislative" capacity, a stricter standard of fairness will apply. This stricter standard is often referred to as the "juror standard."

Q. Why is there a stricter standard for judicial decisions?

A. The standard is rooted in the New Hampshire Constitution, Part 1, Article 35:

It is essential to the preservation of the rights of every individual, his life, liberty, property, and character, that there be an impartial interpretation of the laws, and administration of justice. It is the right of every citizen to be tried by judges as impartial as the lot of humanity will admit.

To accomplish this constitutional mandate, selectmen and other officers who are called upon to hear quasi-judicial matters in certain cases specified by statute are subject to the juror standard, as are certain land use boards under RSA 673:14.

Q. What is the juror standard?

A. The juror standard requires officials to be as impartial as a juror, that is, “indifferent.” The inquiry to be made by the court in jury cases is set forth in RSA 500-A:12. Note that the statute calls for the court to inquire into situations provided in a list (such as financial interest, personal relationship, etc.) but, as with conflict of interest, all the circumstances must be considered. However, an allegation of bias is a serious matter and must be proven. Courts have held that “[a]dministrative officials who serve in an adjudicatory capacity are presumed to be of conscience and capable of reaching a just and fair result. The burden is upon the party alleging bias to present evidence to rebut this presumption.” *Petition of Grimm*, 138 N.H. 42 (1993).

Q. When is a local official acting in a judicial, or quasi-judicial, capacity?

A. “An act is judicial in nature if officials are bound to notify and hear the parties, and can only decide after weighing and considering such evidence and arguments as the parties chose to lay before them.” *Appeal of Keene*, 141 N.H. 797 (1997). Common examples of quasi-judicial functions in the municipal context include the selectmen conducting a hearing to lay out a road, and planning and zoning boards acting on applications under their jurisdiction.

Q. When is a local official acting in a legislative capacity?

A. All other types of decisions by public officials, whether commonly thought of as legislative, executive or administrative, are regarded as “legislative” for purposes of conflict of interest and disqualification. Examples include the board of selectmen changing the hours of the transfer station, the trustees of trust funds adopting investment policies or the planning board adopting subdivision regulations. When acting in a legislative capacity, there is no requirement of indifference because there is no expectation that officials will not have preconceived positions.

Q. Are there times when a local official can vote even when they are biased or have prejudged an issue?

A. Yes, but only when acting in a legislative capacity, not when acting in a judicial capacity. Consider this example: Suppose a citizen is well known in town for his comments at public meetings in favor of a supermarket that is rumored to be considering the town for its new store.

This citizen is then elected as a selectman. Within minutes of being sworn in, the board votes to approve a building permit for the supermarket. The new selectman has prejudged this issue by making it known that he is in favor of allowing the supermarket to locate within the town. Since he is acting in a legislative, or administrative, capacity here, his bias and prejudgment is irrelevant. But, if he also owns the land that the supermarket will build on, he has a conflict of interest (defined as a personal or pecuniary interest in the outcome) and should not vote on the building permit.

Now, suppose this same selectman is appointed to the planning board as the ex-officio member and, instead of a building permit, the supermarket needs site plan approval. This will be a judicial decision of the planning board, where the stricter standard of fairness applies, and the ex-officio member will be disqualified because of his earlier comments in favor of the supermarket (prejudgment).

Q. If an official votes when he or she was actually disqualified, will the decision be invalidated?

A. Maybe. If an official was acting in a legislative capacity and had a conflict of interest, the decision would only be invalidated if the conflicted member's vote was the deciding vote. If the measure would have passed even without the conflicted member's vote, the decision will stand. This is not true in the case of a judicial or quasi-judicial decision where the mere participation by a disqualified member invalidates the decision. In these decisions, where courts apply a stricter standard of fairness, "mere participation by one disqualified member [is] sufficient to invalidate the tribunal's decision because it [is] impossible to estimate the influence one member might have on his associates." *Winslow v. Holderness*, 125 N.H. 262 (1984).

Q. What procedure should a board follow when faced with a claim that a board member should be disqualified?

A. Take these issues seriously, but do not be intimidated merely because someone claims that a board member is disqualified. Even if no one has raised the issue, if a member realizes there could be a controversy, the member should raise the question in a public meeting and explain the facts to find out if anyone has an objection. When in doubt, step down, as it is not worth having a decision overturned because a disqualified member acted on the matter.

Local officials in New Hampshire Municipal Association-member municipalities may contact LGC's legal services attorneys for more information on this and other topics of interest Monday through Friday, 8:30 a.m. to 4:30 p.m., by calling 800.852.3358, ext. 384, or by email. School officials should contact the New Hampshire School Boards Association attorney at 800.272.0653

Conflict of Interest Policy [insert name of municipality]

Article 1. Authority. Under the authority granted in 24 V.S.A. § 2291(20), the type of municipality, name of municipality hereby adopts the following policy concerning conflicts of interest.

Article 2. Purpose. The purpose of this policy is to ensure that the business of this municipality will be conducted in such a way that no public officer of the municipality will gain a personal or financial advantage from his or her work for the municipality and so that the public trust in municipal officials will be preserved. It is also the intent of this policy to ensure that all decisions made by municipal officials are based on the best interest of the community at large.

Article 3. Application. This policy applies to all public officers as that term is defined below.

Article 4. Definitions. For the purposes of this policy, the following definitions shall apply:

A. **Conflict of interest** means any of the following:

1. A direct or indirect personal or financial interest of a public officer, his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother- or sister-in-law, business associate, or employer or employee in the outcome of a cause, proceeding, application, or any other matter pending before the officer or before the public body in which he or she holds office or is employed.
2. A situation where a public officer has publicly displayed a prejudgment of the merits of a particular quasi-judicial proceeding. This shall not apply to a member's particular political views or general opinion on a given issue.
3. A situation where a public officer has not disclosed ex parte communications with a party in a quasi-judicial proceeding.

A "conflict of interest" does not arise in the case of votes or decisions on matters in which the public official has a personal or financial interest in the outcome, such as in the establishment of a tax rate, that is no greater than that of other persons generally affected by the decision.

B. **Emergency** means an imminent threat or peril to the public health, safety, or welfare.

C. **Ex Parte Communication** means direct or indirect communication between a member of a public body and any party, party's representative, party's counsel or any person interested in the outcome of a quasi-judicial proceeding, that occurs outside the proceeding and concerns the substance or merits of the proceeding.

D. **Official act or action** means any legislative, administrative, or quasi-judicial act performed by any public officer while acting on behalf of the municipality.

E. **Public body** means any board, council, commission, or committee of the municipality.

Conflict of Interest Policy *[insert name of municipality]*

- F. **Public interest** means an interest of the community as a whole, conferred generally upon all residents of the municipality.
- G. **Public officer** means a person elected or statutorily-appointed to perform executive, administrative, legislative, or quasi-judicial functions for the municipality. This term does not include any municipal employee.
- H. **Quasi-judicial proceeding** means a case in which the legal rights of one or more persons who are granted party status are adjudicated, which is conducted in such a way that all parties have opportunities to present evidence and to cross-examine witnesses presented by other parties, and which results in a written decision, the result of which is appealable by a party to a higher authority.

Article 5. Prohibited Conduct.

- A. A public officer shall not participate in any official action if he or she has a conflict of interest in the matter under consideration.
- B. A public officer shall not personally – or through any member of his or her household, business associate, employer or employee – represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application, or other matter pending before the public body in which the public officer holds office.
- C. A public officer shall not accept gifts or other offerings for personal gain by virtue of his or her public office that are not available to the public in general.
- D. A public officer shall not use resources unavailable to the general public – including but not limited to municipal staff time, equipment, supplies, or facilities – for private gain or personal purposes.

Article 6. Disclosure. A public officer who has reason to believe that he or she has or may have a conflict of interest in a particular matter shall, prior to participating in any official action on the matter, publicly disclose at a public meeting or public hearing that he or she has an actual or perceived conflict of interest in the matter under consideration and disclose the nature of the actual or perceived conflict of interest. Alternatively, a public officer may request that another public officer recuse him or herself from a matter due to a conflict of interest.¹

Article 7. Consideration of Recusal. Once there has been a disclosure of an actual or perceived conflict of interest, other public officers shall be afforded an opportunity to ask questions or make comments about the situation. If a previously unknown conflict is discovered during a meeting or hearing conducted by a public body of the municipality, the public body shall take evidence pertaining to the conflict and, if appropriate, adjourn to an executive session to address the conflict.

¹ Such request shall not be considered an order for the officer to recuse him or herself.

Conflict of Interest Policy [insert name of municipality]

Article 8. Recusal.

- A. **Recusal of Appointed and Elected Officers.** After taking the actions listed in Articles 6 and 7, a public officer, whether appointed or elected, shall declare whether he or she will recuse him or herself and explain the basis for that decision. If the public officer has an actual or perceived conflict of interest but believes that he or she is able to act fairly, objectively, and in the public interest, in spite of the conflict, he or she shall state why he or she believes that he or she is able to act in the matter fairly, objectively, and in the public interest.² Otherwise, the public officer shall recuse him or herself from the matter under consideration. A public officer that recuses him or herself may, but not must, explain the basis for that decision.
- B. **Recusal of Appointed Officers.** The failure of an appointed public officer to recuse himself or herself in spite of a conflict of interest may be grounds for discipline or removal from office.³

Article 9. Recording. The minutes of the meeting or the written decision from the hearing shall document the actions taken in Articles 6 through 8.

Article 10. Post-Recusal Procedure.

- A. A public officer who has recused himself or herself from serving on a public body in a particular proceeding shall not sit with the public body, deliberate with the public body, or participate in that proceeding as a member of the public body in any capacity, though such member may still participate as a member of the public.
- B. The public body may adjourn the proceedings to a time certain if, after a recusal, it may not be possible to take action through the concurrence of a majority of the total membership of the public body. The public body may then resume the proceeding with sufficient members present.

Article 11. Enforcement.

- A. **Enforcement Against Elected Officers; Progressive Consequences for Failure to Follow the Conflict of Interest Procedures.** In cases where an elected public officer has engaged in any of the prohibited conduct listed in Article 5, or has not followed the conflict of interest procedures in Articles 6 through 10, the [insert name of municipal legislative body] may take progressive action to discipline such elected officer as follows:

² Each member of an elected public body is independently elected and answers only to the voters. Therefore, unless there is a local ordinance or charter provision that states otherwise, the remaining members of the body may not force recusal. They may only express their opinion about the subject and/or privately or publicly admonish a fellow member who fails to handle conflicts appropriately.

³ Certain appointed officials such as a Zoning Administrator and a Town Manager may only be removed for cause and after being afforded with procedural due process protections including notice and a reasonable opportunity to be heard.

Conflict of Interest Policy *[insert name of municipality]*

1. The chair of the *[name of municipal legislative body]* may meet informally with the public officer to discuss the possible conflict of interest violation. This shall not take place in situations where the chair and the public officer together constitute a quorum of a public body.
2. The *[name of municipal legislative body]* may meet to discuss the conduct of the public officer. Executive session may be used for such discussion in accordance with 1 V.S.A. § 313(a)(4). The public officer may request that this meeting occur in public. If appropriate, the *[name of municipal legislative body]* may admonish the offending public officer in private.
3. If the *[name of municipal legislative body]* decides that further action is warranted, the *[name of municipal legislative body]* may admonish the offending public officer at an open meeting and reflect this action in the minutes of the meeting. The public officer shall be given the opportunity to respond to the admonishment.
4. Upon majority vote in an open meeting, the *[name of municipal legislative body]* may request (but not order) that the offending public officer resign from his or her office.

B. Enforcement Against Appointed Officers. The *[name of municipal legislative body]* may choose to follow any of the steps articulated in Article 11A. In addition to or in lieu of any of those steps, the *[name of municipal legislative body]* may choose to remove an appointed officer from office, subject to state law.

Article 12. Exception. The recusal provisions of Article 8 shall not apply if the *[name of municipal legislative body]* determines that an emergency exists and that actions of the public body otherwise could not take place. In such a case, a public officer who has reason to believe he or she has a conflict of interest shall disclose such conflict as provided in Article 6.

Article 13. Effective Date. This policy shall become effective immediately upon its adoption by the *[name of municipal legislative body]*.

Signatures: _____

Date: _____

ARTICLE IX CONDUCT OF OFFICIALS / CODE OF ETHICS

9-1 PREAMBLE

It is the policy of the Town of Merrimack to uphold, promote and demand the highest standards of ethics and conduct from all of its employees and officials, whether elected, appointed or hired. The Town Council, all Town employees and all members of Town boards, commissions, and committees shall maintain the highest standards of personal integrity, truthfulness, honesty and fairness in discharging their public duties, and never abuse their positions or powers for improper or personal gain.

9-2 PURPOSE

The purpose of this code is to establish guidelines for the ethical standards of conduct for Town officials, board members and employees. We expect our public servants and volunteers to act in the best interest of the Town. We expect Town officials, board members and employees to disclose any personal, financial or other interests in matters affecting the Town that come before them for action. We expect Town officials, board members and employees to remove themselves from decision making if they have a conflict of interest. We expect Town officials, board members and employees to be independent, impartial, and responsible to their fellow townspeople in their actions. We expect that the Town's official decisions and policies be made through the proper channels of government.

We expect that public office or a volunteer position in our Town not be used for personal gain. It is important that the public has confidence in the integrity of its government and that Town officials, board members, volunteers and employees have an opportunity to protect their personal reputation. This code establishes a process by which one may obtain guidance regarding potential ethical issues and it establishes a course of action for resolving disputes in a manner that is fair to all of the parties involved.

9-3 EXPLANATION OF CODE PROVISIONS

A. No Conflicts of Interest

Officials, board members and employees of the Town of Merrimack shall avoid conflicts of interest. As a Town official, board member or employee, you shall not participate in any matter in which you, or a member of your family, have a personal interest that may directly or indirectly affect or influence the performance of your duties. In such instances, you shall recuse yourself from discussion and decision-making. Recusal means to remove yourself completely from all further participation in the matter in question. Officials, board members or employees who have been recused shall immediately leave the room or shall seat themselves with the other members of the public who are present. When recused, you shall not participate in further discussions, unless you clearly state for the record that you are doing so only as a general member of the public. As a recused person, you shall not deliberate or vote on the matter in question.

B. A Duty to Recuse in Quasi-Judicial Actions

A "quasi-judicial action" is any action where the board or committee you are a member of is acting like a judge or a jury. For example, when your board or committee has a duty to notify the potential parties, hear the parties, and can only decide on the matter after weighing and

considering such evidence and arguments as the parties choose to lay before you, you are involved in a quasi-judicial action. The work of the planning and zoning boards is largely quasi-judicial. Not only do officials, board members and employees of the Town of Merrimack have a duty to recuse themselves as outlined in the Section above, you must recuse yourself in a quasi-judicial action if you would not be qualified to sit as a juror in that case. For example, jurors are not qualified to sit in a case if they have advised or assisted either party in a matter being decided, are prejudiced to any degree regarding the pending matter, or believe they cannot for any reason be totally fair and impartial. As a representative of the Town of Merrimack, you are expected to hold yourself to this same standard.

C. A Duty to Disclose

As an official, board member or employee of the Town of Merrimack, you shall not participate in the conduct of business on behalf of the Town or enter into discussion or deliberation of any matter without first, publicly and on the record, stating all possible conflicts that may exist between you and your family, and the principals or the issue under consideration.

D. No Unfair Personal Use of Town Property

No official, board member or employee of the Town of Merrimack shall use Town property, services, or labor personally, or make the same available to others unless such use is available to other residents upon request on equal terms.

E. No Misuse of Confidential Information

No official, board member or employee of the Town of Merrimack shall use any confidential information acquired by virtue of that individual's official position for personal benefit, or for the benefit of any other person or business. This does not apply to information, which is readily available to the general public.

In addition, no official, board member or employee of the Town of Merrimack shall violate the privacy of others by publicizing, gossiping, or discussing information confidentially acquired in the course of official duties without a legitimate reason to do so.

F. No Improper Gifts

No official, board member or employee of the Town of Merrimack shall accept a gift (or allow acceptance of such gift by a family member) from any individual, group, or corporation that has or is likely to have a matter pending before the board, committee, or commission on which the official or employee serves. This provision of the code is not meant to apply to gifts traditionally exchanged between family members at holidays or birthdays, for example.

G. A Duty to Cooperate

All officials, board members and employees of the Town of Merrimack shall cooperate with the Ethics Committee regarding any complaint or inquiry alleging violation of this Code of Ethics.

H. Fair and Equal Treatment

Acting in their official capacity, all officials, board members and employees of Town government shall give each and every person fair and equal treatment. No official, board member or employee shall in the course of their official duties give or deny any person special consideration, advantage, or treatment as a result of the person's public status, position, sex, race, religion, creed, sexual orientation, or national origin.

9-4 DEFINITIONS OF TERMS

As used in this Article, the following terms shall have the meanings indicated:

A. Board: Any board, committee or commission, permanent or special, established by the Town Council under New Hampshire State Law or this Charter.

B. Complainant: A resident of the Town of Merrimack who has submitted a petition to the Ethics Committee requesting an inquiry or alleging a violation of the Code of Ethics.

C. Conflict of Interest: A situation, circumstance, or financial interest that has the potential to cause a private or personal interest to interfere with the proper exercise of a public duty.

(Amended 04/10/07 Town Meeting - #5)

D. Employee: A person who is paid by the Town of Merrimack for his/her services, but who is not an independent contractor.

E. Ethics Committee: The committee established by Article VI of this Charter.

F. Family: Any person who is related to the official, board member or employee in one of the following ways: spouse, parent, grandparent, child, grandchild, sibling, or similar relation to the individual's spouse. This includes all persons who are members of the same household as the official, board member or employee in question, regardless of whether they are related by blood or marriage.

G. Interest: Any legal or equitable right, share, or claim, whether or not subject to an encumbrance or a condition, which is owned or held, in whole or in part, jointly or severally, including but without limitation, a right, share or claim to land.

H. Official: Any elected or appointed officer, board member, or agent of the Town of Merrimack.

I. Principals: Those people who are the subject of the action or application that is before the board.

J. Public Servant: A person who serves the Town of Merrimack in an official capacity, whether elected or appointed, paid or unpaid, any Town official, board member or employee.

K. Respondent: Board member or employee named in a petition submitted to the Ethics Committee as an inquiry or alleging a violation of the Code of Ethics.

L. Resident: A resident of the Town of Merrimack.

M. Quasi-judicial Action: Any action where the board or committee has a duty to notify the potential parties, hear the parties, and can only decide after weighing and considering such evidence and arguments as the parties choose to lay before them.

N. Town: The Town of Merrimack, including all of its departments, boards, commissions, and committees.

9-5 EXCLUSIONS

The provisions of this Code of Ethics shall not be interpreted so as to bar:

- A.** Any official, board member or employee who is a resident of the Town of Merrimack from fully participating in any public proceeding conducted by the Town;
- B.** Acceptance of donations for the expressed purpose of financing a political campaign, provided such contributions are reported in accordance with all local, state and federal laws that pertain to such donations;
- C.** Participation in a matter that relates to a person or business from which an official, board member or employee has merely purchased goods or services, if the individual in question has no other conflict of interest relating to that person or business;
- D.** Police officers, fire fighters, and other emergency personnel from acting in the course of their official capacities when responding to emergencies in accordance with the rules and regulations of their departments; and
- E.** Supervisors of Town employees from appropriately carrying out personnel policies.

9-6 ETHICS COMMITTEE

The Ethics Committee shall:

- Educate officials, board members and employees of Town government regarding the provisions of the ethics code;
- Provide advice and counsel to officials, board members and employees regarding ethical issues with which they are confronted; and
- Hear and resolve ethics complaints, which are filed against officials, board members and employees of Town government.

A. Education

(1) At the time that each newly elected or appointed official, board member or employee takes the oath of office, they shall receive a copy of this code, and acknowledge in writing that they have received a copy of this code.

(2) The Ethics Committee shall hold a meeting each spring for newly elected or appointed officials, board members and employees so they may familiarize themselves with the provisions of this code.

(3) It shall be the responsibility of the supervisor of any new employee to ensure that the new employee familiarizes themselves with the provisions of this code.

B. Inquiries

The Ethics Committee shall establish a mechanism by which officials, board members, employees and residents of the Town of Merrimack may obtain advice and counsel from the committee regarding ethical issues that may arise from time to time. Upon request of a Town official, board member or employee, the Ethics Committee may issue a written advisory opinion in response to such an inquiry.

C. Complaints

- (1) The Ethics Committee shall:

 - a. have the power to investigate all written complaints, which are filed;
 - b. establish forms by which officials, board members, employees, and residents of the Town of Merrimack may file complaints or request that an inquiry be made;
 - c. only review complaints based on alleged violations of Section 9-3 (A – H) of this Article. All such requests or complaints must be in writing, shall specify the provision of the code which the complainant believes was violated, and must be signed by a resident of Merrimack. When signing the complaint, the complainant shall certify that he or she has read the Code of Ethics, that they believe the matter within the complaint is a fair subject of inquiry, and they have exhausted all other avenues of relief available to them within our Town government.
- (2) Any official, board member or employee against whom a written complaint is filed shall be given a copy of the complaint, and upon written request shall be afforded an opportunity to be heard and to present evidence to the Ethics Committee.
- (3) The Ethics Committee shall have sole discretion for setting rules regarding the conduct of hearings. The Committee shall seek to make sure that both the complainant and the respondent have an opportunity to be heard and to present evidence, but the committee may limit the testimony and evidence which is presented to it if in the opinion of the committee the testimony and evidence in question is irrelevant, unnecessary, redundant, or unreliable.
- (4) The Ethics Committee may require, with sufficient written notice, any official, board member or employee of Town government to appear before it to provide testimony regarding pending complaints. The Ethics Committee, for this purpose, may administer oaths and require the production of evidence such as documents.
- (5) Within thirty (30) days of concluding an investigation into a written complaint, the Ethics Committee shall issue a written statement setting forth its findings. The Ethics Committee shall not have the power to impose any monetary or other penalty, only to issue a written statement as set forth above.

Town of Amherst



Conflict of Interest Policy

Effective Date: July 12, 2004

Town of Amherst Conflict of Interest Policy

Section 1: Purpose

To establish a Conflict of Interest Policy applicable to all officials of the Town of Amherst, whether elected or appointed, full time or part time, paid or volunteer, and to ensure consistency in the application of policy between the various Board, Commissions, and various other official activity of the Town of Amherst.

This policy shall be known as the "Town of Amherst Conflict of Interest Policy" and may be cited as such.

Section 2: Definitions

As used in this policy, the following terms shall have the meanings indicated:

Board: Any board, committee, or commission, permanent or special, appointed or elected.

Conflict of Interest: A situation, circumstance, or financial interest that has the potential to cause a private or personal interest to interfere with the proper exercise of a public duty.¹

Employee: A person who is paid by the Town of Amherst for his/her services, but who is not an independent contractor.

Family: Any person who is related to the public servant in one of the following ways: spouse, domestic partner, parent, grandparent, child, grandchild, sibling, or similar relation to the individual's spouse. This includes all persons who are members of the same household as the public servant in question, regardless of whether they are related by blood or marriage.

Firm: A sole proprietorship, joint venture, partnership, corporation and any other form of enterprise, but shall not include a public benefit corporation, local or economic development corporation or other similar entity.

Incompatibility of Offices: Offices that may not be held simultaneously as outlined in RSA 669:7 (Appendix D).

¹ "... The common law of New Hampshire identifies a conflict of interest where a potential exists for a public officer to influence the outcome of a matter in which he has a direct personal and pecuniary interest. ...". Marsh v Hanover 113 NH 667 (1973)

Moreover, the interest must be

'... immediate, definite, and capable of demonstration; not remote, uncertain, contingent, and speculative, that is, such that men of ordinary capacity and intelligence would not be influenced by it. ...' (See Atherton v Concord 109 NH 164, (1968).

Interest: Any legal or equitable right, share, or claim, whether or not subject to an encumbrance or a condition, which is owned or held, in whole or in part, jointly or severally, including but without limitation, a right, share or claim to land.

Pecuniary: Any advantage in the form of money, property, commercial interest or anything else, the primary significance of which is economic gain; it does not include economic advantage applicable to the public generally, such as tax reduction or increased prosperity generally.

Principals: Those people who are the subject of the action or application that is before the board.

Public Servant: All officials, officers and employees of the Town, whether elected, appointed, paid or unpaid. A person is considered a public servant upon her or his election, appointment or other designation as such, although s/he may not yet officially occupy that position.

Quasi-judicial Action: Any action where the board or committee members are acting like a judge or a jury. For example, when a board or committee has a duty to notify the potential parties, hear the parties, and can only decide on the matter after weighing and considering such evidence and arguments as the parties choose to lay before the board, the members are involved in a quasi-judicial action. The work of the planning and zoning boards is largely quasi-judicial.

Recuse: Removing or excusing oneself from participating in a specific action or discussion due to a conflict of interest. Recusal means to remove oneself completely from all further participation as a public servant in the matter in question.

Resident: A resident of the Town of Amherst.

Town: The Town of Amherst, including all of its departments, boards, commissions, and committees.

Section 3: Conflicts of Interest

A. Public servants should avoid conflicts of interest or the appearance of a conflict of interest.

1. Public servants shall not appear on behalf of a client or friend, before any governmental body of which the public servant is a member except as provided below in Section 4-1.
2. Public servants shall not participate in any matter in which s/he, or a member of her or his family, have a personal or pecuniary interest that may directly or indirectly affect or influence the performance of her or his duties. In such instances, the public servant shall recuse herself or himself from discussion and decision-making.

3. No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties.
4. No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant.
5. No public servant shall give opinion evidence as a paid expert in any civil litigation brought by or against the Town. This section is not intended to preclude any board member or public servant from giving testimony in a case involving that board member or public servant's official testimony as a board member or public servant.
6. No public servant shall,
 - a) Coerce or attempt to coerce, by intimidation, threats or otherwise, any public servant to engage in political activities,
 - b) Request any subordinate public servant to participate in a political campaign. For purposes of this subparagraph, participation in a political campaign shall include managing or aiding in the management of a campaign, soliciting votes or canvassing voters for a particular candidate or performing any similar acts which are unrelated to the public servant's duties or responsibilities. Nothing contained herein shall prohibit a public servant from requesting a subordinate public servant to speak on behalf of a candidate or provide information or perform other similar acts, if such acts are related to matters within the public servant's duties or responsibilities, nor is anything contained herein intended to prevent any public servant from exercising his/her right(s) to participate in the political process as they choose.
 - c) Misuse his or her official authority or influence for the purpose of interfering with or affecting the result of an election;
 - d) Directly or indirectly coerce, command, or advise a state or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes; or,
 - e) Hold two offices that are statutorily **incompatible** with one another. (RSA 669:7 see Appendix D.)
7. No public servant shall receive compensation except from the Town for performing any official duty.
8. No public servant shall enter into any business or financial relationship with another public servant who is a superior or subordinate of such public servant.

Section 4: The Duty to Disclose and the Duty to Recuse

1. Duty to Disclose

Public servants shall not participate in the conduct of business on behalf of the town or enter into discussion or deliberation of any matter without first, publicly and on the record, stating all dealings, interests, relationships (including employer/employee) that would tend to compromise the public servants' objectivity or create a situation in which there were a potential of unfair economic advantage or the possibility of improper financial gain.

Individuals in an employment relationship (such as business partner or subordinate private employee) with a public servant may appear on behalf of clients, friends, or family before the governmental body of which that public servant is a member if, the public servant publicly discloses such affiliation and recuses himself or herself from participation in the matter as a public servant.

2. Duty to Recuse

Public servants have a duty to recuse themselves from participating in specific action or discussion due to a conflict of interest.²

Public servants who have been recused may remain in the hearing room for the public input portion of the hearing and shall seat themselves with the other members of the public who are present. When recused, the recused person shall not participate in further discussions, unless s/he clearly states for the record that s/he is doing so only as general member of the public.

Except as otherwise provided by state law, in the event a board member feels that a member has a conflict of interest, the board or commission may take a non-binding vote to request recusal by that member. Such action may only be initiated by a member of the sitting board.

Not only does a public servant have a duty to recuse himself or herself as outlined in the section above, a public servant must recuse himself or herself in a quasi-judicial action if he or she would not be qualified to sit as a juror in that case.

For example, jurors are not qualified to sit in a case if they have advised or assisted either party in a matter being decided, are prejudiced to any degree regarding the pending matter, or believe they cannot for any reason be totally fair and impartial. (For more information see *RSA 500-A:12 Appendix A*.)

Section 5: Application of the Conflict of Interest Policy

1. Prior to any vote, each Public Servant should give consideration whether a potential violation of the Conflict of Interest Policy exists. If the Public

² This Section shall be read to be consistent with, and not conflict with, RSA 673:14. (See Appendix B.)

Servant believes a potential violation may exist, the Public Servant should disclose such facts to the Presiding Officer.

2. If there is a question regarding a potential conflict of a public servant only a board member may request a non-binding vote of the board as outlined in RSA 673:14 paragraph II (see below).

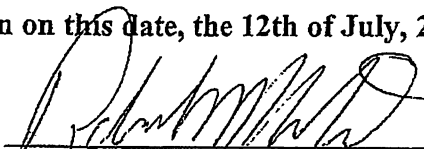
RSA 673:14 Disqualification of Member

II. When uncertainty arises as to the application of paragraph I to a board member in particular circumstances, the board shall, upon the *request of that member or another member of the board*, vote on the question of whether that member should be disqualified. Any such request and vote shall be made prior to or at the commencement of any required public hearing. *Such a vote shall be advisory and non-binding, and may not be requested by persons other than board members*, except as provided by local ordinance or by a procedural rule adopted under RSA 676:1. *(Emphasis added)*

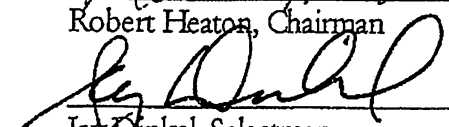
Section 6 Implementation

- 6.1 To facilitate conduct in accordance with this policy, a copy of this policy shall be made available to town officials, legal counsel, employees, volunteers, board and commissions upon hiring, appointment or election to office and at such other times as may be necessary.

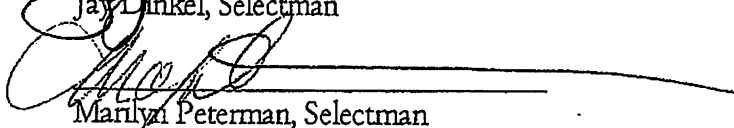
Adopted by vote of the Board of Selectmen on this date, the 12th of July, 2004.



Robert Heaton, Chairman



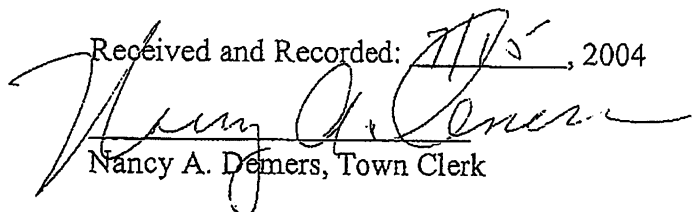
Jay Dinkel, Selectman



Marilyn Peterman, Selectman

Bruce Bowler, Selectman

George Infanti, Selectman

Received and Recorded:  7/15, 2004

Nancy A. Demers, Town Clerk

ORDINANCE:

CONFLICTS OF INTEREST DEFINED & REGULATED:

SECTION I : DECLARATION OF POLICY:

Where government is based on the consent of the governed, every citizen is entitled to have complete confidence in the integrity of that government. Each local officer/employee of the Town, whether elected or appointed, including paid or unpaid members of various Town boards, commissions, committees, or agencies (hereinafter referred to as "Town Official"), must earn and honor that trust by his or her conduct in all official actions. It is the purpose of this ordinance to ensure fair consideration of any application or matter to be voted upon, and also to ensure the appearance of fair consideration so as to maintain public confidence in the integrity of Town government.

SECTION II : CATEGORIES FOR DISQUALIFICATION:

A Town Official shall be disqualified to act on a matter before a Town board, commission, committee or agency (hereinafter called the "Town Board") because of a conflict of interest as follows:

- A) FINANCIAL INTEREST: When the Town Official has a direct personal financial interest in a matter before the Town Board. Such interest includes, but is not limited to, an ownership interest, a mortgage interest, a creditor or debtor interest or relationship.
- B) RELATED BY BLOOD OR MARRIAGE: When the Town Official is directly related by blood or by marriage to the person requesting action, or opposing action on a matter before the Town Board. Directly related shall mean spouse, parent, child, brother, sister, uncle, aunt, niece, nephew, grandparent, or grandchild.
- C) EMPLOYMENT RELATIONSHIP: When the Town Official, or a member of the Town Official's family (family shall mean husband, wife, or child) has an employment relationship with the person requesting action or opposing action on a matter before the Town Board.
- D) ABUTTER: When the Town Official is an abutter to the land which is the subject matter or action requested or to be taken by the Town Board.
- E) GIFTS: When the Town Official has taken, for personal use, from any person, any fee, gift, or other valuable item in the course of the Town Official's work or in connection therewith, when such gift or valuable item is given in the hope of, or expectation of, receiving a favor or better treatment than that accorded to other persons requesting action or opposing action on a matter before the Town Board.

One or more of the above grounds for disqualification may apply, for example, relationship by blood or marriage to an abutter.

SECTION III : DISCLOSURE:

A Town Official shall be under a duty to disclose that a conflict of interest, as defined in Section II above, exists when a matter is before the Town Board of which the Town Official is a member or participant. Thereafter, the Town Official shall withdraw from

the Town Board considering such matter, shall not sit with the remainder of the Town Board, shall not participate in any deliberative sessions on such matter, and shall not vote on such matter. The Town Official may remain in the room where the Town Board is meeting, and may participate in the discussion, but only as a member of the general public.

SECTION IV : CHALLENGE PROCEDURE:

- A) Any person may inquire into the possible conflict of interest of any Town Official on any matter requiring official action, stating the grounds for the inquiry.
- B) Such challenged Town Official shall be obligated to inform the person if any conflict of interest exists.
- C) If the person making the inquiry is not satisfied with the challenged Town Official's response he may require the presiding officer of the Town Board (in the case of a Town employee, "Town Board" shall mean the appointing Board) to call for a vote as to whether or not the challenged Town Official shall be disqualified to take the official action. A majority of the remaining Town Board members, including alternates, shall determine whether or not the challenged Town Official may be allowed to take the official action.

SECTION V : APPEAL PROCEEDINGS:

Appeals under this ordinance shall be governed by RSA 31:39-a.

SECTION VI : ORDINANCE PROVIDED TO TOWN OFFICIAL:

Upon taking his/her position, the Town Official, as defined above, shall be furnished by the Town Clerk with a copy of this Ordinance. Each such person shall sign a written acknowledgment that he/she has been provided with such a copy. The acknowledgment shall be filed by the Town Clerk with the Town Official's appointment papers.

SECTION VII : EFFECTIVE DATE:

This ordinance shall be effective as of the date of adoption by the Windham Town Meeting. Notwithstanding the foregoing, this ordinance shall exempt affected Town Officials who are in office or employed by the Town at the time this ordinance is adopted for a period of ninety (90) days.

Adopted at Town Meeting - March 13, 1987

Amended by Board of Selectmen - September 28, 1992

Alfred E. Seifert
Peter G. Chulack, Sr.
Elizabeth A. Dunn
Frederic H. Noyles
Andre Dufour
 Board of Selectmen

Re-codified and affirmed by the Board of Selectmen - May 11, 1998

Town of Antrim
CODE OF ETHICS ORDINANCE

COE - 1	Acceptance.
COE - 2	Policy Statement.
COE - 3	Conducting Business.
COE -4	Discrimination.
COE -5	Equal Treatment.
COE - 6	Confidentiality.
COE - 7	Law Abiding.
COE - 8	Conflicts of Interest.
COE - 9	Accepting Gratuities.
COE - 10	Responsibility for the Code of Ethics.

COE-1 Acceptance. The Town votes to adopt a Code of Ethics for public servants of the Town of Antrim, public servants being all elected and appointed officials of the Town, all fulltime and part-time employees of the Town, whether paid or unpaid, and all volunteers who serve the Town, or take any other action relating thereto.

COE-2 Policy Statement. As citizens of the Town of Antrim, we appreciate that we live in a community where people relate to each other with openness, honesty, fairness, and respect. We honor these values, and seek to live by them in our own lives.

In the conduct of our public affairs, we expect those who serve our community as public servants to act in accordance with these same values. As public servants, we mean to include all elected and appointed officials of the Town; all full-time and part-time employees of the Town, whether paid or unpaid; and all volunteers who serve us on behalf of the whole community.

We place our trust in these individuals, and have confidence they will serve us knowledgeably, responsibly and effectively, having in their hearts and minds the best interests of our entire community. Specifically, we ask each of them to subscribe to the following guidelines of a Code of Ethics we have adopted for our community.

COE-3 Conducting Business. Public servants will demonstrate the highest standards of personal integrity, truthfulness, honesty, and dedication in all public actions and activities in order to inspire public confidence and trust.

COE-4 Discrimination. Public servants will conduct their business with the highest standards of honesty, reliability, consistency, and fairness, and treat all fellow workers and citizens with dignity and respect. No person will be discriminated against because age, race, religion, sex, national origin, disability, or sexual orientation. Public servants should ensure that the interest of the community and fairness to all are their primary considerations.

COE-5 Equal Treatment. Public servants will extend fair and equal treatment to all Town officials, Town employees, volunteers performing service to the Town, contractors working for or providing goods or services to the Town, and the general public. No special consideration, advantage or favor shall be given to any person or entity as a result of public status, wealth, position, or personal relationship.

COE-6 Confidentiality. Public servants will respect and safeguard confidential or privileged information that may be acquired in the performance of duties and responsibilities for the Town.

COE-7 Law Abiding. Public servants shall, in their public position, implement and abide by applicable New Hampshire laws, and all written administrative rules, policies, and procedures established by the Town's Board of Selectmen, or by specifically designated Town officials.

COE-8 Conflicts of Interest. Public servants shall avoid any potential or actual conflict of interest in the performance of duties and responsibilities. A conflict of interest might arise in a situation in which a person, designated to act on behalf of the entire community, uses his or her personal contacts or position to advance his or her own private business or financial interests.

Public servants are expected to avoid placing themselves in positions involving a conflict of interest, and also to avoid any situations in which a conflict of interest may appear to exist. In cases where a conflict may exist, public servants should disclose the related matter of personal or financial interest to the appropriate person or committee. Matters of personal interest, which need full disclosure, may include but are not limited to, family relationships and financial interest. If the real or perceived interest is determined to be self-serving and not in the public interest, that person should disqualify themselves from participating in the particular action or transaction in question.

COE-9 Accepting Gratuities. Public servants should utilize discretion in accepting gratuities, staying within limits of what would be considered a nominal value and/or part of the natural process of relationship between friends and colleagues.

COE-10 Responsibility for the Code of Ethics. No Code of Ethics can address all situations which may arise in the course of duties performed on behalf of the Town. Personal judgment and common sense are the primary basis for consideration. In cases where doubt occurs or one becomes aware of an apparent violation of this code, individuals are encouraged to speak with their immediate Supervisor, The Town Administrator, Board or Committee chairperson, or the Town's Board of Selectmen. Seeking advice is the responsibility of the individual. To avoid this counsel does not excuse the individual for having a conflict of interest or otherwise acting in violation of this code.

This Code of Ethics does not replace written administrative rules, policies, and procedures established by the Town.

Signed: _____

Selectman

Selectman

Selectman

Dated: _____

List for Select Board meeting Aug 6, 2018

Abatement

64/105/101	101 Hayes MH Pk	1,160.35	2011
64/105/101	101 Hayes MH Pk	1,354.75	2012
64/105/101	101 Hayes MH Pk	1,225.38	2013
64/105/101	101 Hayes MH Pk	675.04	2014
64/105/101	101 Hayes MH Pk	428.77	2015
64/105/101	101 Hayes MH Pk	379.49	2016
64/105/101	101 Hayes MH Pk	319.15	2017



Application for Town Hall Facility Use

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

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

Representative Information:

Name: Bobbi Vandenburg Address: 120 Water St.
Town/State/Zip: Exeter, NH 03833 Phone: 603-772-2411x3
Email: Bobbi@exeternh.org Date of Application: 7-24-18

Organization Information:

Name: Exeter Area Chamber Address: 120 Water St.
Town/State/Zip: Exeter, NH 03833 Phone: 603-772-2411x3

Reservation Information:

Type of Event/Meeting: Travel mtg Colorado Rockies So. Africa Spain Date: 9-17-18
Times of Event: 5pm - 8pm Times needed for set-up/clean-up: 5pm setup
of tables: 5 # of chairs: 30 7pm clean up
List materials being used for this event: projector + screen
Will food/beverages be served? No Description: _____

Requirements:

Rental Fee: For Town Hall use there is a fee of \$125.00 per day. A rental fee waiver may be requested fee in writing.
Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer or room on the right of the foyer, the electrical outlet cannot exceed 20 amps.
***Tech/AV Services:** There is a fee of \$80 an hour for any Tech/AV services needed. Services must be arranged in advance. Email extvg@exeternh.gov to coordinate.
Liability Insurance Required: The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additionally insured.
Keys: Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. 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: Bobbi Vandenburg Date: 7-24-18

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

Office Use Only:

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

**Town of Exeter
Request for Fee Waiver**

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

Eligible Organizations:

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

Requirements:

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

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

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

Non-Waivable Fees:

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

Organization: Exeter Area Chamber Phone: 603-772-2411

Address: 120 Water St Town: Exeter State: NH Zip: 03833

Website: www.exeterarea.org

Type of Business: Government Non-profit For-profit Other: _____

Representative: Bobbi Vandenburg Phone: 772-2411

Address: 120 Water St Town: Exeter State: NH Zip: 03833

Email: bobbi@exeterarea.org

Brief Description of Events: Travel meeting - description
of trips Chamber offering on Sept 17, 2018

Type of Events: Fundraiser Community Event Private Event

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

Representative's Signature: Bobbi Vandenburg Date: 7-24-18

Select Board Approval Designee: _____ Meeting Date: _____

Town Manager's Office

JUL 26 2018

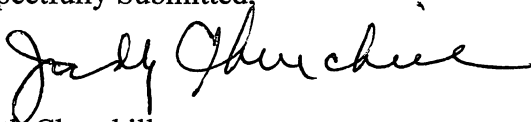
Received

7-20-2018
Town of Exeter
Select Board

I have been a trustee of the Robinson Fund for many years. It has been an honor and a privilege to work with this fine group of people.

According to our by-laws one has to be a town resident to serve. On July 27th I will be moving from Exeter and so regretfully tender my resignation from this board.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Judith Churchill". The signature is written in black ink and is positioned above the printed name.

Judith Churchill

C.C Joanna Pellerin Chairman of the Robinson Fund



TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date: July 24, 2018
To: Russ Dean, Town Manager
From: Dave Sharples, Town Planner
Re: Municipal Technical Assistance Grant (MTAG)

I am pleased to announce that I have received the attached email informing us that our MTAG application was approved for funding. As you will note in the email, the committee did recommend reducing the scope as it focused on the C-1 zoning district which includes lower Portsmouth Ave, a portion of downtown and the Lincoln Street area. However, after meeting with Plan NH last week, it was agreed that the initial scope would remain for now and adjusted if needed. I did appear before the Select Board, Planning Board, Economic Development Commission and the Conservation Commission and received letters of support from all of them before submitting the application.

I intend to hire the Horsley Witten Group (HWG), who did our Master Plan, to develop a draft proposal to incentivize the creation of affordable housing and infill development through a feature-based Zoning Ordinance. Although not crafted, the general idea of the ordinance would be to allow the Planning Board flexibility in allowing higher density and variations from standard dimensional requirements with a strong focus on good urban design and a high quality street edge connection. In addition to creating a draft ordinance, HWG would conduct a public outreach campaign to educate and solicit input from the community regarding the project. I intend to utilize \$5,000 of my Studies budget as the required cash match and was awarded \$20,000 for the project for a total project budget of \$25,000. It is a reimbursable program so the Town will have to pay the invoices then submit them for reimbursement.

This project is consistent with the Action Agenda in our Master Plan. Specifically, the following Master Plan Action Agenda items support this project: Grow: #'s 1, 2, 3a, 3b, 3c, 4a, 4b, 8, 9, and 11. Connect: # 2c. Communicate: #'s 4, 5, and 6.

I have included the contract with Plan NH that outlines the responsibilities of the grant. The blanket resolution adopted by the Select Board in January 2018 listed the NH Housing Finance Authority (NHHFA) as one of the agencies the Town is authorized to accept grants from without further Board approval. Although the funding ultimately does come from the NHHFA, the contract is through Plan NH so I would ask if you could place this item on an upcoming Select Board agenda for a vote on acceptance. I have included the motion below for the Board's convenience:

Proposed motion: *I move that the Town accept the \$20,000 grant award and authorize the Town Manager to execute any documents, agreements and take any and all such actions on behalf of the Town, to complete the 2018 Municipal Technical Assistance Grant project regarding the drafting of a housing ordinance for an amount not-to-exceed \$25,000.*

Thank you.

enc (2)

cc Doreen Ravell w/enc

Town
of
Exeter



David Sharples <dsharples@exeternh.gov>

your Plan NH MTAG application

1 message

Robin H. Le Blanc <r_leblanc@plannh.org>
Reply-To: r_leblanc@plannh.org
To: David Sharples <dsharples@exeternh.gov>

Mon, Jun 25, 2018 at 11:59 AM

Good morning, Dave:

Wow. Your application was pretty impressive! Nice work! And I am pleased to let you know that it was unanimously approved for a grant for \$20,000.

We would, however, recommend that you re-consider the scope of the project. The neighborhoods that you want to address each have their own characteristics and sets of issues. We suggest that you choose one (which is most important/a priority? Which might be easiest in which to get to yes?) and then use that as a learning base for the others. We would be happy to talk with you further about this.

Congratulations, Dave. We look forward to seeing this unfold.

Cheers.

Robin.

Robin H. LeBlanc
Executive Director



New Hampshire Municipal Technical Assistance Grant Program

GRANT AGREEMENT

This agreement (“Agreement”), executed this 18th day of July, 2018, is by and between Plan New Hampshire - The Foundation for Shaping the Built Environment, 21 Daniel Street 2nd floor, c/o GPI, Portsmouth NH 03801 (hereinafter “Plan NH”) and the **Town of Exeter** (hereinafter “the Municipality”).

Plan New Hampshire has been granted funding, from NH Housing Finance Authority, for the purpose of creating and administering the NH Municipal Technical Assistance Grant Program (hereinafter “the MTAG Program”). This program provides funding, through a competitive application process, to municipalities so that they may hire consultants to assist them in expanding choices in places to live through new or re-written zoning regulations.

Pursuant to a competitive application process, Plan NH desires to provide a grant to the Municipality for a project to develop zoning language to allow affordable places to live in the downtown area, the Lincoln Street area near the train station, and Portsmouth Avenue as far out as Walgreen’s, as proposed in its MTAG Program application.

The Municipality is willing to undertake and complete the Project pursuant to the terms and conditions of this Agreement, which are as follows:

PROJECT PERFORMANCE AND CONSULTANT SELECTION.

1. The Municipality agrees to perform work to complete the Project pursuant to the terms and conditions of the Work Plan and Narrative as submitted in the Municipality’s Application to the MTAG program (hereinafter “the Application”) OR as revised after consultation with Plan NH and/or with UNH Cooperative Extension (see below)

The Application is considered part of this Agreement and any commitments included within the Application shall be binding on the Municipality.

1. The Municipality represents, warrants, and agrees that it will subcontract with the Horsley Witten Group, as indicated in its Application, to perform or assist in the work of the Project; and the Municipality acknowledges that no grant funds are to be used to pay for the Municipality’s staff costs, or other general administrative expenses.

The Municipality's contractor/consultant may subcontract Project work only upon Plan NH's written approval unless said subcontractor is named in the Application. Any use of a subcontractor will not release the Municipality from any of its obligations, duties or responsibilities under this Agreement and the Municipality shall insure such subcontractor's adherence to and compliance with all terms and conditions of this Agreement.

Regardless of the choice of consultant, the Municipality shall at all times be responsible for Project performance under this Agreement. All Project work shall be performed in compliance with all applicable local, state and federal laws, regulations and rules.

2. Throughout the Project, the Municipality shall conduct an ongoing outreach and engagement process to maximize input of community members, including traditionally under-represented populations, and to ensure that the Municipality's citizens are fully informed of the Project and its resulting regulatory proposals.

Although a Community Outreach and Engagement (COE) Plan is included in the Application, the Municipality agrees to work cooperatively with Plan NH and UNH Cooperative Extension, in collaboration with the Horsley Witten Group, to further develop the COE Plan, the result of which shall become part of this Agreement.

**At minimum, 5% of the grant funds must be used
for community outreach and engagement purposes.**

3. **PROGRESS REPORTS.** The Municipality shall report to Plan NH, **on the last business day of each month**, progress toward implementation. These reports, including a final report, shall build on one another, and include summaries of completed tasks, public meetings, any workshops and/or hearings, public participation levels, and additional outreach efforts.

Progress reports must also include, when appropriate or applicable, drafts of any proposed regulations for the purpose of allowing Plan NH to comment on the draft prior to notice of public hearings held by the Municipality's Planning Board or other cognizant body.

In addition, Plan NH strongly recommends addressing in each report:

1. What questions are coming up or which have come up that are (still) unanswered?
2. Are there areas in which you feel stuck, or that progress is not being made?
3. Has anything come up that has surprised you? Or even that you think could have been included in your Application?

4. **POST-COMPLETION PROJECT REPORTS:**
 - a. If the Municipality's proposed regulations are adopted, the Municipality shall report on permitting and development activity under the regulations for a period of five (5) years (annually, on June 30 of each year or other agreed-upon date) after Project term completion.
 - b. If the Municipality's proposed regulations are NOT adopted, the Municipality shall report on efforts to do annually, on June 30 (or other agreed-upon date) , for a period of no more than five (5) years.

5. GRANT AMOUNT AND REIMBURSEMENT OF MUNICIPALITY'S COSTS. The amount of the grant to be made by Plan NH to the Municipality is \$ 20,000.00.

Grant funds will be paid as reimbursement(s) by Plan NH to the Municipality for its costs within 30 days of presentation of an invoice (See #7, below) to Plan NH by the Municipality. Plan NH reserves the right to request further information in support of the Municipality's invoice; such requests will toll the reimbursement period until requested information is provided by the Municipality.

Grant funds may NOT be used to pay for municipal staff or citizen time for any part of this project.

In addition to consulting services, the Municipality may expend grant funds and/or the cash match funds or the purpose of acquiring materials and services necessary to perform tasks identified in the Application, including but not limited to costs of public notices for meetings and food and beverages for public meetings.

Food and beverage costs will qualify for grant fund reimbursement under the following circumstances and may be incurred directly by the municipality:

- A. The food and beverages purchased with grant funds will be provided at a meeting where the primary purpose is to disseminate information about the municipality's project, or to gather information from the public regarding the project.

The meeting will be open to the general public and the general public will be provided with meaningful advance notice of the meeting.

- B. The cumulative amount of funds used to purchase food and beverages will not exceed 2.5 percent of the grantee's total project budget (\$625.00).

- C. Grant funds will not be used for the purchase of alcoholic beverages.

6. MATCH and INVOICING.

The Municipality has demonstrated an additional cash match commitment of \$5000.00, which meets the requirement of at least 25% of grant funds.

(For the purposes of this Agreement, "match" is defined as a financial contribution toward the total project costs made by the Municipality and may consist of direct appropriations contributed by the Municipality specifically for the approved Application, financial gifts, private financial contributions, or grant funds from other sources.)

The Municipality must expend all Match Funds before invoicing Plan NH for MTAG Funds. Documentation of these expenditures, with a narrative summary report of related activities must be included with the first invoice to Plan NH. (Report may be the monthly report.)

Proof of *all expenditures* must be documented and submitted with invoices. The documentation should specify which source of funding (Match, MTAG funds or COE funds) is reimbursing the expenditures.

All MTAG funds must be distributed by June 30 2019.

NOTE: Plan NH will not release the final 25% of MTAG funds (\$5000.00) until there is demonstration that the Project work has been completed or has reached a stopping point (eg, an ordinance has been drafted and placed on a ballot or submitted to the decision-making authority).
If it appears that this will not happen until after June 30, 2019, please notify Plan NH no later than February 1 2019.

Town of Exeter:

Municipal Technical Assistance Grant Funds	\$ 20,000.00
Cash Match.....	<u>5,000.00</u>
Total project funds:	\$ 25,000.00

Of these funds:

- \$1000.00 (5% of MTAG funds) *minimum* to be used for Community Outreach and Engagement (COE)
- \$625.00 (2.5% of total project funds) *maximum* may be used for COE meeting food and beverages¹

1. *Of course, the Municipality may spend more from other funds.*

7. PROJECT TERM. The Municipality shall ensure that the Project work is performed in a manner that is consistent with the time periods set forth in the Application. Should additional time be needed, a formal request must be submitted to Plan NH no later than February 1 2019.

The Municipality acknowledges that it is responsible to complete all Project work and that it shall deliver to Plan NH, as discussed above:

- (a) Monthly reports of all required work as described in the Application;
- (b) All required documentation under this Agreement; and
- (c) Reports of any and all other requirements, duties, obligations and responsibilities of the Municipality under the Application.

The Municipality acknowledges and agrees that Plan NH shall have the sole authority and discretion to determine if the Municipality has met the requirements set forth in this Agreement.

8. COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAWS, REGULATIONS, AND RULES. The Municipality acknowledges and agrees that the MTAG Program is governed by certain local, state and federal laws, regulations, and rules, and agrees that it shall fully comply with all local, state and federal laws, regulations and rules that may be applicable to the services provided hereunder.
9. LIABILITY AND HOLD HARMLESS. Plan NH shall not be liable for the action or inaction of the Municipality in the performance of its duties under this Agreement. Further, the Municipality shall indemnify and hold Plan NH and its employees, members, officers, and counsel harmless from all claims, causes of action, liability, loss, damage, or expense arising or resulting from the Municipality's negligent actions or omissions in performing the work under this Agreement.
10. Plan NH's RIGHT TO TERMINATE AGREEMENT. In the event of a violation of any term or condition of this Agreement by the Municipality, Plan NH shall have the right to terminate this Agreement by giving the Municipality ten (10) days written notice of such termination. Plan NH will reimburse the Municipality for its appropriately-documented Project expenses incurred prior to the effective termination date indicated in its written notice.
11. MUNICIPALITY'S ADMINISTRATIVE AND FINANCIAL REPORTS AND INFORMATION. The Municipality represents, warrants and agrees that it shall maintain full and accurate accounts and records; adequate to identify and account for all costs and expenses pertaining to the work performed by the Municipality pursuant to this Agreement and such other records and information as may be deemed necessary by Plan NH to assure proper accounting and use for all MTAG Program funds, including matching funds. The Municipality shall provide PDF copies of all invoices, vouchers, statements and financial records pertaining to this MTAG Program to Plan NH with the submission of each invoice. All such information and records shall be retained for five (5) years by the Municipality and by Plan NH after expiration of this Agreement.
12. NO INTELLECTUAL PROPERTY RIGHTS. The Municipality represents, warrants and agrees that any and all reports, plans, drawings or other documents produced or generated in whole or in part under this Agreement shall not be the subject of an application for copyright or other intellectual property right in or protection by, through or on behalf of the Municipality, i.e. the Municipality shall have no intellectual property rights whatsoever in or claims upon or to such reports, plans, drawings or other documents produced or generated in whole or in part under this Agreement.
13. NO AGENCY. The Municipality acknowledges and agrees that it has no authority to act on behalf of Plan NH as its agent, representative or in any other capacity whatsoever and that it will not hold itself out as an agent or representative of Plan NH. Further, the Municipality acknowledges and agrees that the Municipality does not and shall not claim or assert to have the right to act for, bind or take any action whatsoever in any capacity whatsoever on behalf of Plan NH.
14. AUTHORITY. Plan NH is a 501(c)3 duly organized under the laws of the State of New Hampshire, and has full power and authority to enter into this Agreement. The Municipality is a political subdivision of the State of New Hampshire and has full power and authority to

enter into this Agreement.

15. WAIVER. The waiver of a breach of any provision of this Agreement by either party or the failure of either party otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
16. NOTICE. Any notice required under this Agreement shall be given as follows:

Notice to Plan NH:

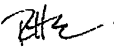
Robin H. LeBlanc, Executive Director
Plan NH
21 Daniel Street 2nd floor c/o GPI
Portsmouth NH 03801
MAILING ADDRESS: PO Box 1105 Portsmouth NH 03802-1105
603-452-7526
R_leblanc@plannh.org

Notice to the Municipality:

17. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. Any legal proceeding relating to this Agreement shall be brought in the proper state or federal court in the State of New Hampshire.
18. SEVERABILITY. If any provision of this Agreement is for any reason held illegal, void or invalid, such illegality or invalidity shall not affect the remaining provisions hereof, and this Agreement shall be construed and enforced as if such illegal, void or invalid provisions(s) were not a part hereof.
19. ENTIRE AGREEMENT. This writing, along with any exhibits and attachments, constitutes the entire agreement of the parties and all other writings, statements, agreements, or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.
20. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and upon their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Plan NH

By: 
Robin H. LeBlanc, Executive Director
Plan NH

Date: 18 July 2018

Town of Exeter:

By: _____

Date: _____

[Signature, Printed Name and Title]
Duly Authorized



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

July 27, 2018

William Cass, P.E.
Assistant Commissioner
Town Manager's Office

Donald Clement, Chairman of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 03833

AUG - 3 2018

Received

Re: Exeter Highway Block Grant Aid - in Accordance with RSA 235:23
Payment for Maintenance, Construction and Reconstruction of Class IV and V Highways

Dear Mr. Clement:

The following is notification of State Highway Block Grant Aid available to your town in State Fiscal Year 2019 (July 1, 2018 thru June 30, 2019) based on estimated revenues through June 30, 2018. The Block Grant Aid payment includes highway revenue from Senate Bill (SB) 367 that was effective July 1, 2014. The total could possibly change based on final audited State Fiscal Year 2018 revenues. The resulting adjustment will be reflected in the April payment. Funding is anticipated to be available upon the availability and continued appropriation of funds in the future operating budget.

State Highway Block Grant Aid anticipated to be available to the Town of Exeter during Fiscal Year 2019 (July 1, 2018 to June 30, 2019) is as follows:

Table with 2 columns: Payment Date, Amount. Rows: July 2018 Actual Payment: \$92,029.09; October 2018 Actual Payment: \$92,029.09; January 2019 Actual Payment: \$61,352.72; April 2019 Estimated Payment: \$61,352.74

TOTAL FOR FY 2019: \$306,763.64

In generalized terms and in accordance with statutory provisions for distribution of Apportionment "A" and SB 367 funds, a disbursement is made of approximately \$1,496 for each mile of Class IV and Class V highway inventoried by each municipality and approximately \$13 for each person residing in a municipality based on the state planning estimate of population. Apportionment "B" is distributed this year to 18 small towns under a somewhat more complicated formula as specified in RSA 235:23, which recognizes the economics of maintaining their Class V highway mileage when considered in relationship to their equalized valuation tax base.

Please contact us at 271-3344 if you have any questions.

Sincerely,

C. R. Willeke

C. R. Willeke, PE
Municipal Highways Engineer
Bureau of Planning and Community Assistance

CRW/dmp



Town Manager's Office

August 1, 2018

AUG - 3 2018

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

Received

Re: Important Information – beIN Sports Programming

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers abreast of the expiration of upcoming programming agreements. We regularly inform our customers in their bills and annual notices that we maintain a website (www.xfinitytv.com/contractrenewals) and toll-free number ((866) 216-8634) that are updated regularly to provide notice of the programming contracts that are set to expire in the coming months and the channels we might lose the rights to continue carrying.

As part of our ongoing commitment to keep you informed, we wanted to update you that Comcast's right to continue carrying beIN Sports' beIN and beIN en Español expired on July 31, 2018. As a result, we lost authorization to continue carrying these beIN networks as part of our lineup on August 1, 2018.

We want to carry these beIN Sports networks and provide our customers with the best value for beIN programming. To date, however, beIN Sports has been unwilling to provide an agreement that would enable us to carry its content in a way that reflects the value of these networks in a very competitive marketplace.

Since we lost authorization to carry this beIN Sports programming, we are preparing to activate www.ComcastFacts.com to help keep our customers informed during this period. We will continue to provide updates to you and our customers as we work to reach an agreement with beIN.

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

Sincerely,

Jay Somers

Jay Somers, Sr. Manager
Government Affairs

Exeter Farms Homeowners' Association
A New Hampshire Non-Profit Corporation
P.O. Box 541
Exeter, NH 03833-0541

Town Manager's Office

AUG - 3 2018

Received

Exeter Farms Homeowners' Association, Corporation

July 31, 2018

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

Dear Mr. Dean:

SUBJECT: EXETER FARMS HOMEOWNERS' ASSOCIATION, BOARD OF DIRECTORS & OFFICERS

This letter is to inform the Town of Exeter of the recent changes to the Exeter Farms Homeowners' Association (EFHA) Board of Directors and Officers. BOD members and Officers will serve through April 2019.

The following homeowners have volunteered to represent the Exeter Farms Subdivision.

EFHA BOARD OF DIRECTORS 2018-2019

Jeffrey D'Angelo, President
Ann Murphy, Vice President
Kathryn Bolduc, Secretary
Joan Bilharz, Treasurer
Brian Davis, Director
Shane Hochstetler, Director
Susan Stagnone, Director

The EFHA requests that distribution of this letter be made to appropriate town officials in order that any business regarding the Exeter Farms Subdivision may be addressed with the new directors.

Sincerely,



Jeffrey D'Angelo, President
Exeter Farms Homeowners' Association