

**Select Board Meeting**  
**Monday, February 25<sup>th</sup>, 2019, 7:00 p.m.**  
**Nowak Room, Town Office Building**  
**10 Front Street, Exeter NH**

1. Call Meeting to Order
2. Board Interviews
3. Bid Opening: Wastewater Treatment Facility Force Mains (Contract #2)
4. Water-Sewer Abatement Requests: Motion to Rescind, 2 Grandview Terrace WS Abatement
5. Public Comment
6. Proclamations/Recognitions
  - a. Proclamations/Recognitions
7. Approval of Minutes
  - a. Regular Meeting: February 11<sup>th</sup>, 2019
8. Appointments – Water/Sewer Advisory Committee, Rockingham Planning Commission Alternate, Trustees Of Robinson Fund
9. Discussion/Action Items
  - a. E-911 Street Naming Recommendations Continued Public Hearing (note: this hearing will be opened, and continued to 3/11/19).
  - b. Water Sewer Abatement Policy
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: 2/22/19 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.

AGENDA SUBJECT TO CHANGE

## **Water and Sewer Abatements**

<b>List for Select Board's meeting December 17, 2018</b>						
<b>Water / Sewer Department Abatement Requests</b>						
<u>Name</u>	<u>Location</u>	<u>Amount</u>	<u>Date SB Discussed</u>	<u>Customer attending</u>	<u>Reason for abatement</u>	<u>1st SB Resolution</u>
Peter Helfer	2 Grandview Terr.	\$769.50	07.23.18	Yes	Possible leak	Meter sent for testing

**Abatement Request – Water/Sewer Department**

Meeting Date: 2/11/19; updated 12/06/18

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

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

**Discussion:**

The Water & Sewer Department received an abatement request in July 2018. The Water & Sewer Department did not go to the home to do any investigation or leak checks, but did do data downloading from the meter. No leak was identified. The abatement request indicated the water use should have been minimal due to the owners being abroad. The meter was sent out to be tested for meter accuracy and failed the low flow test resulting in under recording.

**Conclusion:**

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

**Special Notes:**

The son would check on the home a few times while owner was abroad.  
Meter was tested which took months to complete, results attached, no issue was found with the meter.

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

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

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

**Water & Sewer Abatement Receipt**

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

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

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

SB Signature: \_\_\_\_\_

SB Signature: \_\_\_\_\_

SB Signature: \_\_\_\_\_

SB Signature: \_\_\_\_\_

SB Signature: \_\_\_\_\_

Town of Exeter



Water/Sewer Abatement Request Form

Please Print:

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

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

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

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

Signature of Applicant

Date: 7-13-2018

continues separate page...

Signature of Billing Office

Date

Do not write below this line

Reviewed by: Date of Review:
Comments:

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

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

Recommendation: Disapprove Approve Amount: \$

Approval/Disapproval Signature: Date:

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

Signature of Applicant Date



Sheri Riffle <sriffle@exeternh.gov>

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## RE: 2 Grandview Terrace Abatement Request

1 message

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Peter Helfer <peterhelfer@outlook.com>

Sat, Feb 16, 2019 at 1:55 PM

To: Russ Dean <rdean@exeternh.gov>

Cc: Sheri Riffle <sriffle@exeternh.gov>, Matt Berube <mberube@exeternh.gov>, Desiree Murphy <watersewerbilling@exeternh.gov>, Shirley Murphy <smurphy@exeternh.gov>, "adriart90@gmail.com" <adriart90@gmail.com>

Good afternoon Mr. Dean, all,

Following the meeting 5 days ago, when it was requested that I advise whether I can be present at the next Board Meeting at 7 PM on January Monday 25th, I want to **confirm** that although I'll be travelling all next week to a trade show abroad I do plan to be back home on Sunday 24th late evening, and to be present at the next day's meeting

Not to make this a still much longer "story" thus needing to add the previous many pages of emails, I here just want to in this one email summarize clearly the situation in the following 2 main points and also make some important comments for which I was not given what would have been the full necessary time to respond to at the last meeting, so as to now save time for everybody concerned:

**1) The opinion expressed at the beginning of the last Meeting about my returning so often to these meetings and the consequent extended time to deal with matter was certainly not my fault:**

\* Actually now checking the initial papers in July last year, I see that on July 13th, 2018, 3 days on our return from abroad we filled in the "Water/Sewer Abatement Request Form". **See the 1st attachment.**

Here it clearly indicated that a decision from the "Department of Public Works & Finance Department" would be expected, and:

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

I **never** appealed or signed the appeal, but was simply instructed by the Water Department to appear at the Town Board meeting on July 23rd and this was scheduled by the town.

\* I went to the meeting and then an abatement was suggested and the exact amount of \$ 769.50 calculated, and I was advised that the meter would be tested if I agreed in good faith to pay the full water bill plus testing expenses if the meter returned "working fine and accurate" (exact wording) from its test, but that the 10 year exception would apply if the meter did NOT come back in those conditions, the message being, and also my understanding when I agreed to the terms that consequently the proposed abatement would be respected if the meter did not come back in the stated conditions.

I only received the written explanation of the 10 year exception quite recently on January 3rd 2018, in an email from Mr. Dean where in the first paragraph of the "POLICY ON WATER & SEWER ADJUSTMENTS", (See **2nd attachment**), it clearly states:

**"It is the policy of the Town of Exeter not to grant adjustments to water & sewer bills UNLESS the problem rests with the Town's system."**

From the explanations I gave in previous meetings and summarized below it should be clear for the specific meter in question and/or the logging and/or the leak detection system(s), that one or several of these was most probably faulty.

\* After the 1st meeting in July 23rd the meter was not tested until September 7th.

\* I received advice and copy of the Failed Test result on October 1st.

\* I was NOT advised by the Town that I was scheduled for the October 1st meeting you referenced in an email to me at a later date.

\* After receiving from the Town of Exeter the option to accept the suggested abatement of \$ 769.50, in an email dated October 24th or contest it at a further meeting, I responded in writing by email on October 26th that "We will obviously be prepared to pay the balance due, which is nearly \$ 700 after the \$ 769.50 rebate, in spite of already having paid \$ 250 for the quarter in question" and I therefore accept the offered abatement, (so as not to prolong the matter any further, although I was not convinced that the usage to be paid was legitimate).

\* Next, we simply waited for the adjusted bill.

Not receiving this, when inquiring about it I received an apology on December 7th advising me that a mistake was made, explaining that the discussed and previously confirmed in writing to me by the Town of the \$ 769.50 abatement had not been voted on in the 1st meeting and I was then advised to attend the December meeting when at the end of the meeting it was decided I should provide full background information to you (Mr. Dean).

**IMPORTANT:** I WOULD LIKE TO STRESS THAT PURSUANT TO THE ABATEMENT REQUEST FORM SIGNED BY ME ON 7-13-2018, I THEREFORE DID EFFECTIVELY RECEIVE A REPLY FROM THE TOWN, AND CONFIRMED MY CHOICE OF THE PROPOSED ABATEMENT OPTION IN WRITING SO AS TO QUICKLY RESOLVE THE MATTER ON OCTOBER 26TH.

**2) My wife and I did our due diligence trying to understand the problem in detail all along and also last Monday before the meeting I consulted our attorney, and also again today:**

\* I studied the water consumption reports for both the old and new meter

\* I consulted Neptune, the meter manufacturer, and was advised to consult my Water Utility to get a response to my questions, however their technical department simply responded by confirming that "a water filter can fail for many reasons". After emailing you with suggested questions I only received on January 25th, 2019 a brief email response:

*"Mr. Helfer I have no further responses.*

*I am of the belief a leak occurred by some means on your property.*

*We have also spoken with Neptune at this point.*

*However, I will schedule you time with the Board on 2/11 (Monday) to discuss your situation again with them. If you would plan on 7 pm." (I then confirmed my attendance).*

\* Before last Monday's meeting we listened and watched the July 23rd streamed meeting to understand precisely what had been agreed to, (as above explained), the choice accepted by me, which was either us paying all billed water and meter test cost if it came back "**working fine and accurate**" (exact wording), but that the 10 year abatement exception would apply if not so, and I referenced this at last Monday's meeting.

\* Last Monday before the meeting I consulted the company which had carried out the meter test with result: "Meter does not pass AWWA accuracy limits, failing. Meter fails low flow test". (See 3rd attachment). We discussed our case in detail last Monday.

I had been told by the Town that only water flow could be tested, and NOT the precision of the times indicated by the meter. The testing technician explained that that is because the clock stops when the meter is removed/ inactivated. However to really understand the meter's condition it should have been disassembled, and the testing company confirmed that they **can** do this **when** asked.

Also, the Town's water department could have checked the timing before removing it, which we later identified as accurate by analyzing other details logged by the old meter. (\*\*See relevant notes below about timing\*\*)

**VERY IMPORTANT:** The owner of the testing company, (who also personally carries out the meter tests), with 30 years of experience testing water meters, pointed out to me that he has found meters **OVER-REPORTING water flow**, that this is possible, but infrequent.

He also pointed out that his expertise is with water meters but not log recording systems, of which there are different systems.

\* We had all our fixtures checked by our professional plumbing company both last year when we became aware of the "supposed" continuous leaks, and also more recently and they found all in very good condition.

\* Your water department visited on 1/15/19 recently to check for some leaks shown in your reports with the NEW meter, and found all appliances in excellent condition and no leaks, and considered our consumption "within average usage at this time" "(3 occupants)", **see the**

**4th attachment**, Town Inspection report dated 1/15/2019).

He also told us that he considered "normal" the usage volumes shown by the attached chart on July 29th/30th 2018, (**see 5th attachment**), referencing the NEW meter recordings indicating "supposed leaking" and took a copy of this chart with my annotations with him back to the Town Water Department.

We would like to point out that in the **5th attachment** dated "Water usage with NEW meter 7-29 to early 7/30" your leak detection system flags an "Intermittent Leak" over a period of 5 hours registered at 16:18 to 20:18 hours, including a final period of 1 hour with a 0.0 gallons/hour leak, (meaning less than 0.1 gallons/hour), and continuing at 0.00 gallons/hour usage for another hour.

Also registered at 22:18 and 23:18 a supposed usage of 6.2+20.3 gallons with leakage followed by 3 periods of 1 hour with 0.0 gallons per hour of supposed leakage (less than 0.1 gallons/hour).

IT IS OBVIOUS that all that water consumption shown is NOT necessarily a leak, could be at times normal usage over approx. half of the 15 minutes' periods during which it flags a leak, but it could also be a small drip somewhere combined with REAL normal water consumption. **So evidently your leak detection system and reports clearly cannot be taken as fully definite and/or showing the water usage as fully a leak over the periods indicated.**

Even if we (incorrectly) take the total figures shown as an intermittent leak during the 5 hours period on 7/29/18, total 20.3 gallons, and calculating what it would work out to if lasting a full 24 hours it would be **97.44 gallons total** which is only a very small fraction of the approx. **5,000 gallons indicated daily and continuously during a full week** indicated with the OLD meter back in May 2018, (**see 6th attachment**). This would be equivalent to **3.5 toilets simultaneously** with a maximum leak (we only have 3), or simultaneously 3 faucets fully open + 1 faucet partially open, or a combination of these, **\*\* magically starting and stopping with NOBODY in the house at the times indicated by the meter and absolutely impossible on the 3 occasions close to midnight during our (unfortunate and unplanned) 4 months absence.**

(As discussed there was usage **1 to 1.5 gallons once a week** to water indoor plants by a friend at **normal hours**).

**5,000 gallons/24 hours means 3.5 times maximum 1 gallon/minute** we measured at the faucet fully open, and which your Water Department technician also calculated as the same approx. 1 gallon/minute figure rate per toilet when inspecting our 3 toilets on January 15th.

**The lady who did the plants' watering for us could possibly be available to appear as a witness and declare at the meeting on February 25th. Please advise if you prefer this.**

\* Nothing has changed in the conditions of our faucets and toilets since March/April/May 2018 until January 2019, and your inspector found all to be in very good condition. (**See 4th attachment**).

The NEW meter in July 2018 and since then showed nothing at all similar or close to what was indicated by the OLD meter as continuous leakage. THIS IS AN IMPORTANT COMPARISON OF THE FUNCTIONING OF OLD AND NEW METER WITH ALL APPLIANCES IN THE SAME CONDITIONS.

\* **It is also very important to point out that in both my and our attorney's professional opinion your following statement sent to me by email on January 4th, 2019 has no engineering or legal logic or validity:**

***"I do see where these could be considered "unfortunate circumstances" however I am not willing to suggest our meter and logging systems, and our leak detection systems, and meter testing program, are faulty."***

I can also understand the reasons that as expressed clearly in the December meeting the Town does NOT want to admit to the possibility that the above described by you Town's "systems" may malfunction, so as to avoid many Exeter residents requesting what would be an expensive meter testing exercise...

\* Also, we were absolutely not happy with the repeated periodic monthly "DELIQUENCY NOTICES" received from the Town when the matter was obviously under consideration.

To cut a long story short, I expect that the responsible people at the meeting on February 25th will be fully in the picture and informed about the above and related relevant points, and that we can then therefore reach a quick amicable solution, based on the proposed and originally agreed action at the first meeting, later confirmed by the Town in writing again referencing the abatement of \$ 769.50 from our \$ 1,658.55 bill for the quarter in question.



This way we would not then need to reach out further to our legal counsel to then proceed to litigate and question the validity of the last year's very increased quarter's FULL BILL, with all its effects on us, \*\*\* compared to previous and posterior water bills/ consumption \*\*\*, taking into account all the circumstances in detail, and if necessary taking into account also the last sentence visible on-line of the "Water/Sewer Abatement Policy/Procedure which says:

"Severability: To the extend this policy is in conflict with State law, State law will prevail" (see 7<sup>th</sup> attachment).

There were several acquaintances of mine who witnessed some of the meetings with many other people present, and also WE would like to avoid publicizing this unfortunate matter any further.

We have been living in our present home for 33 ½ years, and have had zero problems of this or other types with the Town or people of Exeter, and hope to now quickly reach a mutually satisfactory solution. Also my wife and I would be very pleased if all our work on this matter may in effect help the residents of Exeter.

Regards,










Peter and Adriana Helfer

2 Grandview Ter., Exeter

\*\*\* PS: So as to complete the above information, for comparison purposes I am attaching, see 8<sup>th</sup> attachment, the quarterly prior water bills' listing with water usage, handed in at the 1st meeting in July 2018, and also the posterior water consumption recorded by the new meter, see 9<sup>th</sup> attachment, showing December 2017 (old meter) to July 2018, and July 2018 to December 2018 monthly and quarterly water consumption, which shows the consumption after installation of the new meter in July 2018.

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9 attachments

-  **Abatement Request Form 7-13-2018.pdf**  
1376K
-  **SelectmensPolicyonWSAdjustments050108.pdf**  
62K
-  **Old Water Meter Flow Test Results 9-7-2018.pdf**  
462K
-  **Town of Exeter Leakage Inspection Jan 15, 2019.pdf**  
1838K
-  **Water Usage with NEW meter 7-29 to early 7-30-2018.pdf**  
713K
-  **Water Data Logging Report April to July 2018.pdf**  
1380K
-  **Severability.pdf**  
1038K
-  **Water Usage 2017-2018.pdf**  
340K
-  **Monthly Report 12-2017 to 12-2018.pdf**  
370K

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

from: Peter Helfer

7-13-2018

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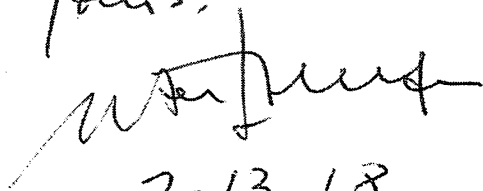
During the period we were away March 12, and returning on July 10th, virtually no water was used except brief occasions of our son's brief visits.

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

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

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

Yours,



7-13-18

**REGAN SUPPLY  
& TESTING SERVICE**

P.O. Box 1392 South Dennis, MA 02660  
(508) 583-5018

ReganST@comcast.net

Location Exeter NH  
Serial # 83949795  
Name \_\_\_\_\_  
Phone \_\_\_\_\_

Date 9/7/2018  
Line Size \_\_\_\_\_  
Meter Size 5/8" x 3/4"  
Mfg. Neptune  
Type T-10  
Number 83949795  
Pressure 70±  
By Pass \_\_\_\_\_  
Test Valve PORTABLE TEST BENCH

**WATER METER TEST REPORT**

VOLUME	RATE G.P.M.	FIRE LINE	TURBINE	POS. DISPLACE	ACCURACY %
10	1/2			6.68	66.80
10	2			9.93	99.30
100	15			99.28	99.28

**REGISTRATION**

Fire Line \_\_\_\_\_  
Turbine \_\_\_\_\_  
Pos. Displace 0312428.09  
Registration 1 gallons

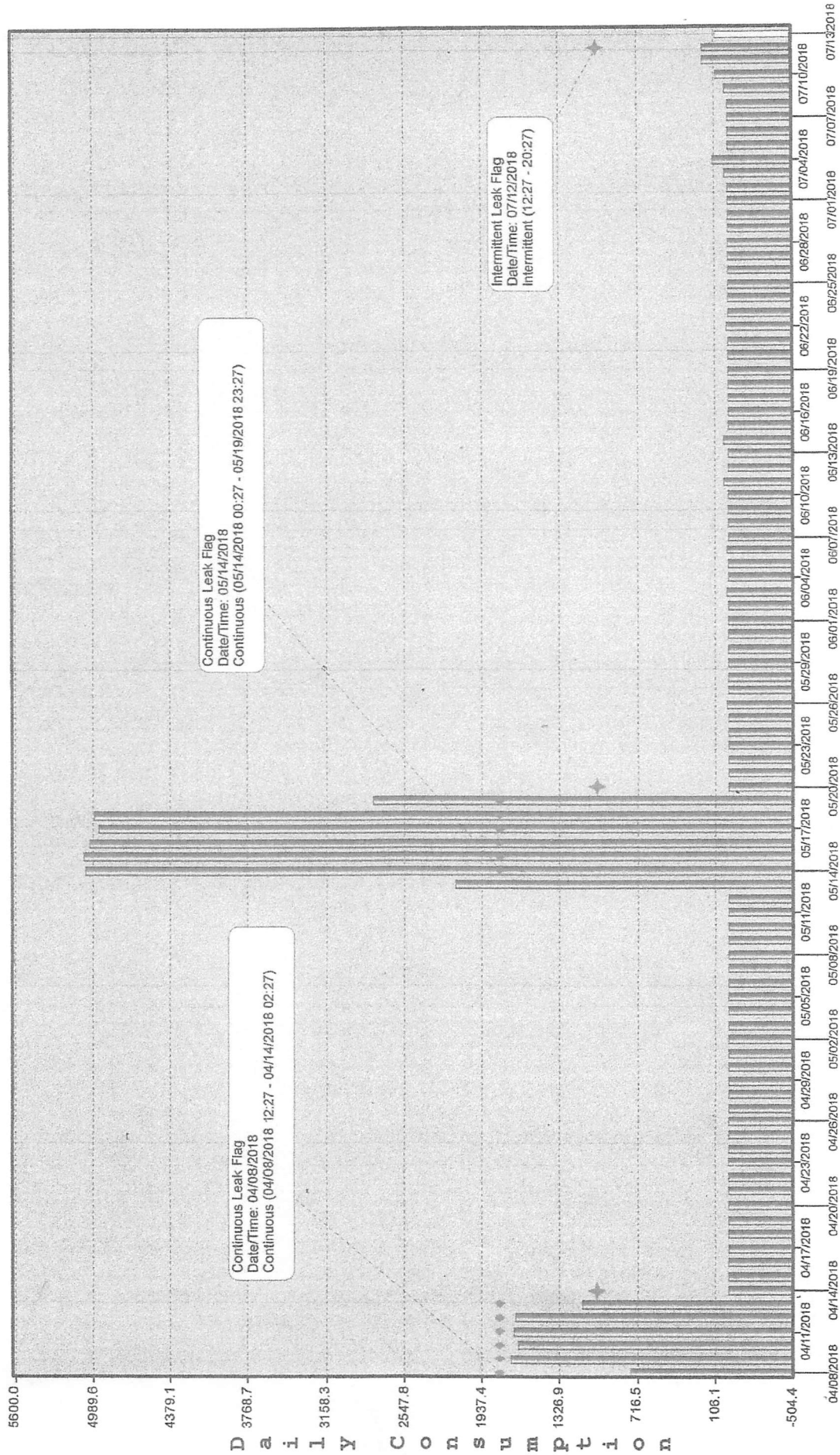
**BY THIS HAND AND SEAL WE CERTIFY  
THIS TO BE A TRUE COPY OF THE  
TEST RESULTS.**

COMMENT: Meter does not pass A.W.W.A. accuracy limits. Meter fails low flow test.

*Joseph White*  
X \_\_\_\_\_

N\_SIGHT R900 Report  
E-Coder R9000 Data Logging Report  
MIU#: 1834693747 Acct: Unknown Mtr #: 1834693747 Addr: 2 GRANDVIEW TERRACE for 04/08/2018 through 07/13/2018, WATER, 5/8" - 1" T-10, GALLONS

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



Interval (Daily)

\*All time intervals are represented in standard time.

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

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

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

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

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

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

\*All time intervals are represented in standard time.

Select Board Meeting  
Monday December 17th 2018  
Town Offices, Nowak Room  
Draft Minutes

1. Call Meeting to Order

Members present: Anne Surman, Kathy Corson (acting chair at this meeting), Molly Cowan, Don Clement, and Russ Dean were present at this meeting. Julie Gilman was not present. The meeting was called to order by Ms. Corson at 6:30 PM.

2. Non Public Session - RSA 91(A) 3 2 a

**MOTION:** Ms. Surman moved to go into non public session under RSA 91(A)3 2 a. Mr. Clement seconded. By a roll call vote, all were in favor. The meeting was reconvened by Ms. Corson at 7:02 PM.

3. Bid Award: Water/Sewer Chemicals

**MOTION:** Ms. Cowan moved to accept the DPW's recommendation for award of chemical bids of 2019 per the memo dated December 2nd. Ms. Surman seconded. All were in favor.

4. Public Comment took place after the fee schedule discussion below.

**MOTION:** Mr. Clement moved to take the water/sewer abatements out of order. Ms. Surman seconded. All were in favor.

Peter Helfer of 2 Grandview Terrace came before the Board regarding his abatement request. Mr. Helfer said he was away on two different trips during the periods of high consumption. The issues began in the middle of the night, not when anyone would have come into the house. The meter was sent out for testing; at high flow it shows the correct readings, but fails the low flow test. He suggested that maybe the high readings were a malfunction as well. He also questioned if the times the meter recorded are correct; what time the meter was sending was never tested. Mr. Helfer said the water couldn't have started and stopped by itself, so the meter must not have been working properly. There was a woman watering the plants but she never would have come in at those times. Meanwhile, the interest on his bill has been going up, so he doesn't want to prolong the case any further, and wanted to pursue the abatement.

Ms. Corson asked what Mr. Helfer is looking for. He replied that he is willing to accept the \$700 abatement discussed at the meeting in July. Ms. Corson asked if they voted on this before, but Mr. Dean said no, it was postponed last time.

**MOTION:** Ms. Cowan moved to abate \$769.50 for a new total of \$870.69. Mr. Clement seconded for discussion. He said it's not the town that created the issue, the ratepayer has to pay. Ms. Cowan said that her reason for supporting the motion is that they can do a one-in-ten-year abatement. Ms. Surman agreed with Mr. Clement; unless it can be proven that the town caused the leak, they can't offer the abatement. Ms. Cowan and Ms. Corson voted yay, Mr. Clement and Ms. Surman voted nay, and the abatement failed. Mr. Helfer will follow up with Mr. Dean.



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 8<sup>th</sup>-14<sup>th</sup>, a continuous leak occurred and then re-occurred between May 14<sup>th</sup>-19<sup>th</sup>. 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 6<sup>th</sup> 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 6<sup>th</sup> 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

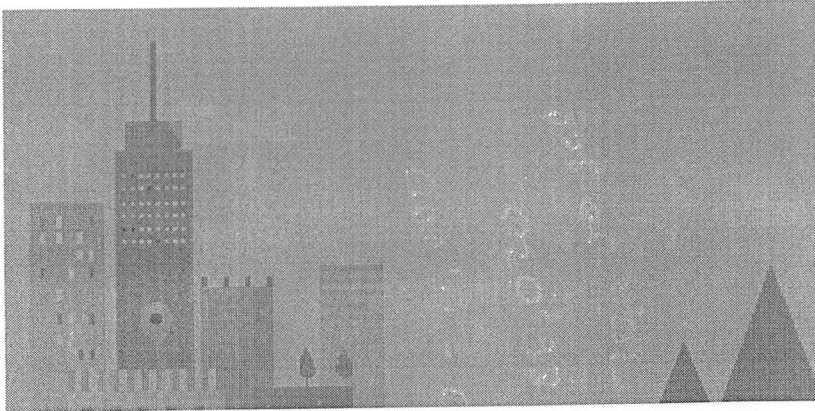
The next regular meeting will be August 6<sup>th</sup>, 2018. There will be a work session on August 20<sup>th</sup>.

10. Non-Public Session

# Google Maps 2 Grandview Terrace

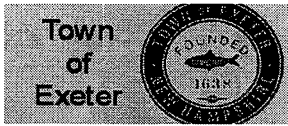


Imagery ©2019 Google, Map data ©2019 Google 50 ft



2 Grandview Terrace  
Exeter, NH 03833

X3GC+98 Exeter, NH



Russ Dean &lt;rdean@exeternh.gov&gt;

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**meter company responses to the meter inquiries**

1 message

**Matt Berube** <mberube@exeternh.gov>

Mon, Jan 14, 2019 at 1:25 PM

To: Russ Dean &lt;rdean@exeternh.gov&gt;

Cc: Jennifer Perry &lt;jperry@exeternh.gov&gt;, Desi Murphy &lt;dmurphy@exeternh.gov&gt;, Shirley Murphy &lt;smurphy@exeternh.gov&gt;, Steve Clements &lt;sclements@tisaes.com&gt;

Hi All,

Below are the copied responses that I thought were relevant to the proposed questions about the meters. The last email from Steve Clements has his responses in red.

I'm understanding a little bit more and the graphs appear to make some sense. But they won't to someone that is looking to interpret what is on the graph if a backflow condition occurred at the residence, or if they don't know the little quirks with the graphs. We can have another meeting or conversation to try and come up with our interpretation of the graphs. This may help us moving forward with other data download graphs. The meters are not a computer and we need to recognize they are just monitoring water flow the best they can. The meter does not care how or when the water is used. The meter has a flow direction on it so the meter functions right, and reverse flows can sometimes cause the meter to malfunction. Data downloading is a tool the meters provide, but the focus is on meter reading and meter function. I'm sure Neptune has only developed this technology so far, and created an algorithm that best meets most meter reading scenarios. It can't be too specific to one issue to be able to encompass all readings.

----- Original message -----

From: Steve Clements &lt;sclements@tisaes.com&gt;

Date: 1/9/19 1:50 PM (GMT-05:00)

To: peter-elwell-dYrTHcM4m1cN@replies.3.basecamp.com

Subject: RE: testimonial for meters

Pete – can you give me your 2 cents on what I wrote back to Matt in Exeter – see the answers below...

Matt – I'll try to answer these as best I can and Neptune has given their take on the graph – I'll attach that. This abatement has taken on a life of its own. I'm not sure how much money we're talking, but there was definite flow on 2 separate occasions on the Grandview report – both the graph and the data confirm it.

Neptune's answer is below:

From: Wolf, Anthony [mailto:awolf@neptunetg.com]

Sent: Friday, January 04, 2019 1:53 PM

To: Peter Elwell

Subject: RE: FW: Negative usage Data Downloads NTG:0000181223

Pete,

After reviewing the data provided it appears they may be looking at the graph and seeing the negative numbers, which are consumption for the day. I noticed on the ridgcrest datalog on 9-22, there was a reverse flow for that day, around -400 gallons for that day, which would be possible for a 5/8 T-10. The flag stays active for 35 days before it goes off, so that is why they are seeing it go across until 10-27.

I did not notice any negative usage for the other graph, the consumption changes as it should but i do not see any negative usage.

Regards,

Anthony Wolf

Support Specialist

1600 Alabama Highway 229, Tallassee, AL 36078

Toll Free 800-647-4832 Email [support@neptunetg.com](mailto:support@neptunetg.com) Web [neptunetg.com](http://neptunetg.com)

## Steve Clements

Territory Manager



C - 207.215.4678

O – 800.225.4616

**From:** Matt Berube [<mailto:mberube@exeternh.gov>]

**Sent:** Friday, January 4, 2019 6:49 AM

**To:** Steve Clements

**Cc:** Desi Murphy; Shirley Murphy; Ed Bugbee

**Subject:** testimonial for meters

Hi Steve,

We had a meeting with Russ yesterday to go over an abatement that many questions have come up, and we need neptune and tisaes to explain some of the issues. So that we can explain what is seen on the data downloads. I will try to make a list of the questions or topics that need to be covered:

1-Summary of meter malfunctions; do they ever go up? air in the line but not for 10-15 days? – I'm not sure what you are talking about on this.

2-what are the chances of positive flow? On all these graphs there is positive flow. Whenever there is a reverse flow of any amount – that is the new “0” and starting point of the graph

3-how do the intermittent and continuous work? There are 96 – 15 min intervals in a 24hr day. Ecoders check for flow every 15 min and keep a tally. 0-50 checks= normal flow, 51-95 checks= intermintent and all 96 checks= continuous flow for that day.

4- what is the meter registering when it is pinging? how often? when does it stop or does it? Covered above.

5 -How do the time work-follow the minute when we did the download, like at 157 now the chart will show things at 57th minute on every hour? yes

6-on the graphs it showed some high negative numbers like -300 and -400, how does that much water leave a house? there isn't that much water to take out? Im not sure – meter in backwards, air blown through

7-why do the graphs show a negative number for a starting point? Any amount of reverse flow is now the new “0” starting point. the graph is interpreted to have 600 gallons of flow but the spreadsheet chart shows a 0 usage for the day. the graph is not representative of actual flow at this point? lose confidence in what we are saying because it is showing two different things? The chart for Grandview must have had a reverse flow and that's the new “0” start point, then a continuous flow for a few days then no flow – true 0 mark – but you started the graph back when there was a reverse flow. Then there was a major flow on 5/13 – 5/19

Please let me know if you have any questions or would like to meet again.

Thanks,

Matt

Matthew Berube

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

Notice the email change: [mberube@exeternh.gov](mailto:mberube@exeternh.gov)  
Like us on Facebook!

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**Ti SALES** image001.png  
14K

Public Works Department  
 13 Newfields Road  
 Exeter, NH 03833  
 Tel. (603) 773-6157 x460  
 Fax. (603) 772-1355  
 dmurphy@externh.gov

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Desiree Murphy  
 Water/Sewer Utilities Clerk  
 Public Works Department  
 13 Newfields Road  
 Exeter, NH 03833  
 Tel. (603) 773-6157 x460  
 Fax. (603) 772-1355  
 dmurphy@exeternh.gov

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Desiree Murphy  
 Water/Sewer Utilities Clerk  
 Public Works Department  
 13 Newfields Road  
 Exeter, NH 03833  
 Tel. (603) 773-6157 x460  
 Fax. (603) 772-1355  
 dmurphy@exeternh.gov

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

From: Desiree Murphy <watersewerbilling@exeternh.gov>  
 To: "peterhelfer@outlook.com" <peterhelfer@outlook.com>  
 Cc:  
 Bcc:  
 Date: Fri, 7 Dec 2018 12:15:17 +0000  
 Subject: 2 Grandview Terr. Abatement  
 Hi Peter,

I'm sorry it's taken me so long to get back to you. I'm putting your abatement back on the agenda the 17th. I thought the Select Board had approved this already but wanted the meter tested any ways. After reading the meeting minutes and watching the meeting again I guess they hadn't approved anything. Again I apologize for the delay in dealing with your abatement.





Sincerely,

Desiree

--  
Town of Exeter  
Water/Sewer Utilities Clerk  
Public Works Department  
13 Newfields Road  
Exeter, NH 03833  
Tel. (603) 773-6157 x460 or 408  
Fax. (603) 772-1355  
watersewerbilling@exeternh.gov

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**4 attachments**

-  **2 Grandview Terr Water Meter Test Results.pdf**  
50K
-  **Water Data Logging Report April to July 2018.pdf**  
1380K
-  **Water Usage 2017-2018.pdf**  
340K
-  **noname.eml**  
8K

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**Russ Dean** <rdean@exeternh.gov>  
To: Matt Berube <mberube@exeternh.gov>

Wed, Jan 2, 2019 at 10:35 AM

Hi Matt, would you review Mr. Helfer's email/comments and give me feedback?

Thank you,

Russ

----- Forwarded message -----  
From: **Peter Helfer** <peterhelfer@outlook.com>  
Date: Wed, Jan 2, 2019 at 10:31 AM  
Subject: FW: Meter data Download  
To: rdean@exeternh.gov <rdean@exeternh.gov>

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[Quoted text hidden]

Peter & Adriana Helfer

ph: 603 778 1260

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**From:** Desiree Murphy [mailto:dmurphy@exeternh.gov]  
**Sent:** Friday, July 13, 2018 1:37 PM  
**To:** peterhelfer@outlook.com  
**Subject:** Meter data Download

Hi Peter,

Here's a copy of the meter download. Please let me know if you have any questions.

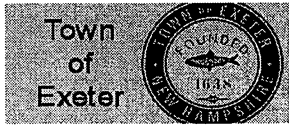
Have a great weekend,

Desiree

--

Desiree Murphy  
Water/Sewer Utilities Clerk  
Public Works Department  
13 Newfields Road





Russ Dean <rdean@exeternh.gov>

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## FW: Meter data Download

3 messages

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**Peter Helfer** <peterhelfer@outlook.com>  
To: "rdean@exeternh.gov" <rdean@exeternh.gov>

Wed, Jan 2, 2019 at 10:31 AM

Good morning Russell Dean,

Happy New Year.

Following my email of 2 weeks ago, please let us know if you require further information from us.

Regards,

Peter and Adriana Helfer

2 Grandview Ter, Exeter

ph: 603 778 1260

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**From:** peterhelfer@outlook.com  
**Sent:** Tuesday, December 18, 2018 5:31 PM  
**To:** 'rdean@exeternh.gov'  
**Cc:** adriart90@gmail.com  
**Subject:** FW: Meter data Download

Attention Mr. Russell Dean – Town Manager

Following yesterday's evening Town Meeting, as discussed, I am below sending you the previous exchange of emails about this matter and clarifying some points.

In the previous emails I have now marked the main relative parts in **maroon** and/or underlined them.

As you can see, I was offered the \$ 769.50 abatement on July 23<sup>rd</sup>, which it is my understanding everybody at that meeting was in agreement with, but as I believed the water meter should first be tested to establish whether it was working correctly and the board then agreed to this, I delayed my acceptance for after the results of the test which

would establish whether the meter malfunctions, thus possibly avoiding most of the \$ 1,646.66 charge billed from February 20<sup>th</sup> to May 21<sup>st</sup>, which included the period we were away from March 10<sup>th</sup>, and we returned on July 9<sup>th</sup>.

I also agreed to pay for the test and transport of the meter if it was found to be working correctly.

There are 2 main reasons, to my understanding, why the large continuous leakage in April and May cannot have been possible:

1) I am attaching the Water Meter Test Report, which was sent to me on October 1<sup>st</sup>, which clearly shows that it failed the low flow test at both 1/2 GPM and 2 GPM, on the day it was tested.

**However it obviously can't show what happened on 2 occasions previously during the months of April and May.**

What is difficult to understand from the attached Data Logging Report Chart is why it should show continuous consumption for 7 and 6 days as follows:

Starting at 12.27 PM, stopping at 2.27 AM (April 8 to April 14) *Sunday Sat*

Starting at and 0.27 AM, stopping at 23.27 PM (May 14 to May 19) *Mon Sat*

*start / end of leak*

As described in the below emails there were only occasional visits mainly to water the interior plants by an 80 year old lady/friend, who would never have come at the above times late at night or in the middle of the night, and she has confirmed that.

#### **IMPORTANT:**

I was told that the meter was only tested for flow, and NOT for indicated time precision.

However looking at the water consumption on the attached Data Logging Report I see that on July 12<sup>th</sup>, (3 days after our return), it indicates an "Intermittent" (possible) leak – (NOT Continuous). However we know that that afternoon we had normal but frequent water usage finishing at around 8.20-8.30 PM, after dinner and after us taking showers at that time. The Data Logging Report indicates this final usage time as 20.27 (PM).

**This reading therefore indicates that the meter indicated correct timing, the 20.27 indication referencing if I am correct the previous 15 minutes period.**

**So, with the timing indicated by the meter being correct, it seems impossible that the April stop and May start and stop events really happened.**

2) I have checked with our plumber and a leaking toilet uses if a very large leak about 1 gallon/minute, which works out to 1,440 gallons per 24 hours. A small leak, obviously a lot less.

Also, I have checked/timed the faucet in our kitchen which was used to water the plants about once a week, and when **fully open** it uses **1 gallon per minute**, which would also work out to **1,440** gallons per 24 hours if continuously open.

**The Logging Report Chart indicates around 5,000 gallons per 24 hours (continuous) for 5 full days in May!**

**Therefore for the figures in the chart to be correct, we would have had to have had for example 3 faucets fully open and 1 toilet leaking continuously for 7 days, or all our 3 toilets with simultaneous very large leaks, all when nobody was in the house, and with this enormous leak starting and stopping with nobody present !**

I have consulted Neptune the water meter manufacturer's Technical Department, who confirmed they do NOT test for correct time and told me that they can't respond to any specific questions of mine, for which I needed to contact my local Utility; **however he did confirm that "a number of things can go wrong with a meter to make it malfunction"**.

-

I also checked with our plumber and have been told that it may be possible for a meter to malfunction and indicate water flow when sediments in the water such as a small pebble reach the meter and would make its system malfunction.

I am now even more convinced that the meter was not working properly and showed major leaks when I believe they did not occur, but we are still willing to pay the high amount of \$ **877.16** for most probably effectively **only 17 days** of use for the quarter in question (\$ 1,646.66 bill less \$ 769.50 abatement), so as not to prolong this matter any further.

At the July meeting which I understand was recorded for film and sound, I explained in further details our circumstances:

We left on a 2 month trip last March for abroad where my wife's 91 year old mother resides, and instead of a 2 month trip it became a 4 month trip, after my mother in law fell down some stairs breaking shoulder, elbow and hand, followed by my wife getting mumps and after that followed by me receiving a heart stent because of severe heart angina symptoms similar to a heart attack.

If all that would not have happened we would have been back in early May.

Also, when back and on hearing about the water meter measurements situation, we dye tested all our toilets and did NOT find a defect or leak.

I had submitted at the Town Meeting in July a listing of our normal water usage bills from November 2016 to February 2018 which I now also attach.

Fyi: The last quarter our usage bill was \$ **229.31**.

We understand there has been a misunderstanding between the Water Department and the Town Board, (an email of apology by Desiree Murphy is also attached).

As you can see by my below email of July 23<sup>rd</sup> I did not at the time recall, (or make a notation), of the exact abatement amount, remembering it was somewhat more than \$ 700.00, but it is obvious that the actual amount of the offered abatement of \$ 769.50 was communicated to your Water Department as they referenced this amount in their below emails.

*1175 meter res*

(Please note that the text in **red** are Matt Berube's responses to my below questions).

Also, please note that neither we nor the Water Department had confidence in the meter in question, and it was replaced by a new one.

We have lived in our house in Exeter for 33 years and never had such a problem.

We have paid the normal quarterly charges and are up to date with these, and back in October after receiving the results of the meter's test we wanted to pay the outstanding amount less the apparently agreed to abatement, but we had been waiting for a response from the Water Department to be able to do this.

**As it is impossible to prove with 100% certainty how correctly or incorrectly functional the meter behaved, and considering all the above the fair solution for the Town of Exeter is to apply the abatement offered to me at the July meeting, (and where we accept to pay what for us is a large premium), as indicated in our immediately below email of October 26th.**

We can't receive any serious technical responses about our problem with the meter from Neptune, and I was told to contact our Utility for this who can contact Neptune.

You may want to contact Neptune to study the problem in further depth, but knowing that both you and I are busy we believe that at this point the solution proposed to me on July 23<sup>rd</sup> makes sense.

**Hoping to have explained this matter in detail and clearly, we look forward to hearing from you.**

Best regards,

Peter and Adriana Helfer

2 Grandview Ter.

ph: 603 778 1260

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**From:** Peter Helfer [mailto:peterhelfer@outlook.com]

**Sent:** Friday, October 26, 2018 2:38 PM

**To:** Matt Berube; Peter Helfer

**Cc:** Desiree Murphy; adriart90@hotmail.com; Steve Clements; Jennifer Perry  
**Subject:** RE: Meter data Download

Hello Matt,

Thanks for your prompt response.

2) By saying that there is no "universal time" that the meters record readings, I believe you mean to say that each different meter records readings at different times?

(This is something Desiree had already explained to me previously when I asked why all events were at 27 minutes passed the hour).

However my question was whether the times indicated in the meter download as when readings were taken, actually accurately reflected the real times when that was done?

The reason for that question is that nobody was in the house to have made the supposed leak start or stop at near to 0.27 AM or 2.27 AM, or 23.27 PM or within a 15 minute previous window of those times, unless for example a toilet kind of magically decided to act up and stop with nobody present.

**However at this point it probably does not make sense to try and understand what happened any more clearly, so please send us your revised statement of the present balance due after the \$ 769.50 rebate.**

Regards,

Peter

Peter and Adriana Helfer

2 Grandview Terr

**From:** Matt Berube [mailto:mberube@exeternh.gov]  
**Sent:** Friday, October 26, 2018 12:27 PM  
**To:** Peter Helfer  
**Cc:** Desiree Murphy; adriart90@hotmail.com; Steve Clements; Jennifer Perry  
**Subject:** Re: Meter data Download

Hi Peter,

1) As the unit was found to fail the low flow test at 1/2 gallon/minute, as attached, **could this mean that it may not have been working correctly and could conceivably indicate over a long period a consistent low flow which did not in reality occur?** The meter only records water flow when water is moving through the meter base; when the water stops,

the meter stops recording on the totalizer. According to the meter test results, the meter was under recording and not capturing the total flow traveling through the meter.

2) As 3 of the 4 times previously indicated for the start and finish of the supposed leakage were 0.27 AM or 2.27 AM, or 23.27 PM, times when our friend could NOT have come to water the indoor plants, **did Neptune check whether the times the meter was recording was precise or close to precise?** Neptune does not check the accuracy of the times it is recording readings; there is no universal time that the meters record readings; their test is to show the meter's accuracy while recording the water flow through the meter.

I hope this answers your questions. Have a good day!

Thanks,

Matt

Matthew Berube

Water & Sewer Manager

Department of Public Works

13 Newfields Road

Exeter, NH 03833

P) (603) 773-6157 ext. 167

F) (603) 772-1355

Notice the email change: mberube@exeternh.gov

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On Fri, Oct 26, 2018 at 12:10 PM, Peter Helfer <peterhelfer@outlook.com> wrote:

Good afternoon,

**We will obviously be prepared to pay the balance due, which is nearly \$ 700 after the \$ 769.50 rebate, in spite of already having paid \$ 250 for the quarter in question.**

However prior to that, we would like to have the response to the following 2 questions, which should have been asked to Neptune:

1) As the unit was found to fail the low flow test at 1/2 gallon/minute, as attached, **could this mean that it may not have been working correctly and could conceivably indicate over a long period a consistent low flow which did not in reality occur?**

2) As 3 of the 4 times previously indicated for the start and finish of the supposed leakage were 0.27 AM or 2.27 AM, or 23.27 PM, times when our friend could NOT have come to water the indoor plants, **did Neptune check whether the times the meter was recording was precise or close to precise?**

If we are not mistaken the flow is reported as leaking when checked at specific times once every 15 minutes every day it records more than 50% of the time with water usage.

So, we understand that the above times are not exactly precise for start and end of leak, but would allow for up to a 1 hour span.

However, please remember the house was not occupied for most of 4 months, except for a friend watering the indoor plants once a week, and NEVER at the times indicated, and our son, (who lives in Boston), having spent 2 or 3 nights in our home, but not at the dates of supposed water leakage/consumption.

We await your response to our 2 above questions.

Regards,

Peter & Adriana Helfer

2 Grandview Terr.

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**From:** Desiree Murphy [mailto:dmurphy@exeternh.gov]  
**Sent:** Wednesday, October 24, 2018 1:12 PM

**To:** Peter Helfer  
**Cc:** adriart90@hotmail.com; Matt Berube  
**Subject:** Re: Meter data Download

Hi Peter,

**I have spoken with my supervisor about your situation. The Water Department has done all that we can in trying to find the source of the high usage on your May bill. At the July 23, 2018 Select Board meeting you were approved for a \$769.50 abatement. That abatement wasn't made on your account, as the decision was made to have the meter tested. The meter test showed that the meter failed the low flow test. Your options now are to except the original decision from the Select Board or to appeal to the Select Board for more of an abatement.**

However doing so could jeopardize the original decision by the Select Board. Please let me know if you wish to proceed with the original approved abatement or would like to appeal the decision.

-

Sincerely,

Desiree Murphy

On Mon, Oct 1, 2018 at 10:20 AM Peter Helfer <peterhelfer@outlook.com> wrote:

Hello Desiree,

Thanks for your email.

I see that the meter is NOT precise at ½ gallon per minute, with precision 66.8% percent.

Also quite precise at 2 gallons per minute and higher.

I also see that the report indicates:

**“COMMENT: Meter does not pass A.W.W.A. accuracy limits. Meter fails low flow test.”**

So, what is now the consequence of this?

We look forward to your comments.

Regards,

Peter

Peter and Adriana Helfer

**From:** Desiree Murphy [mailto:dmurphy@exeternh.gov]

**Sent:** Monday, October 1, 2018 9:23 AM

**To:** Peter Helfer; adriart90@hotmail.com

**Subject:** Re: Meter data Download



Hi Peter,

Here's a copy of the meter test for your old meter. I apologize, I thought I had sent this to you last week.

Thanks,

Desiree

On Thu, Aug 16, 2018 at 8:24 AM Desiree Murphy <dmurphy@exeternh.gov> wrote:

Hi Peter,

I have sent the meter to be tested. The only way to know if there was an issue with the meter is to have it tested. It will take a couple of weeks to get the report and the meter back. What I'm going to do is send you monthly updates on your water usage. We still only bill quarterly, but we have been reading monthly since November. Due to staffing I haven't been able to do a lot with this information. I hope that by sending you the monthly usage we can detect any problems sooner. I have attached your usage going back to December 2017. Sorry it's taken so long for me to get back to you.

Have a great day,

Desiree

On Wed, Aug 8, 2018 at 12:38 PM, Peter Helfer <peterhelfer@outlook.com> wrote:

Hello Desiree,

As discussed this morning, the usage with the new meter seems normal compared to our activities on July 26<sup>th</sup> and July 29<sup>th</sup>, and we await further information from you regarding the previous water bill indicated by the water meter that has been removed.

Also, as discussed, we made a payment for the 2<sup>nd</sup> quarter water bill, while the last bill we received is still being analyzed.

Adriana, my wife this morning paid at the Town Offices \$ 250.00 as she compared amounts of previous quarters, however for only 18 days use, plus afterwards watering indoor plants once a week, I estimate usage should not reflect more than \$ 100-\$120 even though the water cost may have risen compared to previous bills.

We look forward to hearing from you.

Regards,

Peter

Peter J. Helfer

**From:** Desiree Murphy [mailto:dmurphy@exeternh.gov]  
**Sent:** Thursday, August 2, 2018 11:14 AM

**To:** Peter Helfer  
**Cc:** Matt Berube; adriart90@hotmail.com  
**Subject:** Re: Meter data Download

Hi Peter,

Here's the data download from your new meter.

Have a great day,

Desiree

On Thu, Jul 26, 2018 at 4:20 PM, Peter Helfer <peterhelfer@outlook.com> wrote:

Hello Desiree,

Thanks for the download and detailed information.

Here we have had normal water usage and noticed no leaks since our return on July 10th.

As we work from home we are not normally away for many hours during weekdays.

It will be interesting to see what the new meter download will indicate,

Regards,

Peter

Peter J. Helfer

**From:** Desiree Murphy [mailto:dmurphy@exeternh.gov]  
**Sent:** Wednesday, July 25, 2018 11:40 AM  
**To:** Peter Helfer  
**Cc:** Matt Berube; adriart90@hotmail.com

**Subject:** Re: Meter data Download

Hi Peter,

Here's the data download from the meter we removed this morning. I did graphs for all the days since the previous one on the 13th.

Have a great day,

Desiree

On Mon, Jul 23, 2018 at 10:01 PM, Peter Helfer <peterhelfer@outlook.com> wrote:

Hello Desiree,

I appreciated your explanations in your below email of July 18<sup>th</sup>.

I came back earlier this evening from the Town Meeting where I explained our circumstances in detail, and also mentioned that we have been living in the same house for 33 years.

They had a copy of the attached 90 days daily consumption graph, and I explained the reason why the start and finish times were all showing 27 minutes passed the hour; and that the 3 of the 4 shown start and finish times for the supposed leaks are theoretically therefore indicated as starting or finishing within the previous 15 minute period of the indicated times **2.27 AM, 00.27 AM and 23.27 (PM)**.

During the conversation, nobody knew about the details of how the meter would indicate a leak, and I explained about the meter checking 96 times each 15 minute period and that 46 or more with water usage would be considered a leak.

From what was said it was clear that nobody seemed to have had the background information to understand what was being shown on the graph by the indicated times for the leak starting and stopping.

I explained that we were away from **3-11 to 7-9**, returning on 7/10<sup>th</sup>, and that the graph showed clearly our son's visit on 7-3 and 7-4 as well as 7-9-18 when he came from Boston to pick up the car with which he met us on 7-10. Also that our water usage on 7/11 and 7/12 was clear.

I also explained that a friend came in 1 time per week to water the indoor plants, using not more than 2 gallons each time, but NEVER in the middle of the night near or after midnight.

In response to a question, I explained that we dye tested all toilets, and also checked both with our son and our friend who watered the plants, and they had never noticed anything abnormal. Also that we did not have refrigerators using water, and that apart from our friend and son nobody else could have entered our house.

I was offered an abatement of over \$ 700 (can't recall the exact figure), I believe it was the amount equivalent to the sewer charges, but this would have left us with a bill of more than \$ 800, when our previous whole year's usage between 11-17-16 and 11-20-17 was \$ 864.10, and our actual present usage was only from 2-21-18 to 3-10-18, a total of 18 days, plus 2 gallons per week for watering the plants as from after 3/11.

It was explained to me that they have their policy on how to calculate the abatements.

It was also explained that the meter could be inspected at \$100 plus freight at our cost if determined to be working okay.

If malfunctioning the town of Exeter would pay.

I indicated that I was skeptical that if it shows as working okay NOW, (as it did since our return home when the download chart was taken), that I thought that there probably is no way to establish what happened back in April and May.

I did NOT accept the offered abatement, and I decided that it was worth-while to test the meter, and explained that we were willing to pay the \$100 test cost; before any further abatement or discounted bill discussions.

If I understood correctly "abatements" are considered if there have been actual leaks; but a malfunctioning meter would be considered differently.

I explained that I had prepared a list showing our last 6 bills, water usage and dates during that period when we were away, **copy attached**, which I left with them.

I explained I considered it fair to pay for usage between 2-21 and 3-10 plus 2 gallons per week.

I explained that even if the meter is supposedly working okay now, I would still want a replacement, as I did not want to risk having a "temperamental" meter.

We don't have much confidence that it will be established that the meter is NOW still malfunctioning, but let's wait and see.

We wanted to keep you in the picture.

Regards,

Peter

Peter J. Helfer

ph: 603 778 1260

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**From:** peterhelfer@outlook.com  
**Sent:** Tuesday, July 17, 2018 2:37 PM  
**To:** 'Desiree Murphy'  
**Cc:** adriart90@hotmail.com; Matt Berube  
**Subject:** RE: Meter data Download

Hello Desiree,

I plan to attend the meeting at 7 PM next Monday.

Regards,

Peter

**From:** Desiree Murphy [mailto:dmurphy@exeternh.gov]  
**Sent:** Tuesday, July 17, 2018 1:21 PM  
**To:** Peter Helfer  
**Cc:** adriart90@hotmail.com; Matt Berube  
**Subject:** Re: Meter data Download

Hi Peter,

Your abatement is on the agenda for Monday night. The meeting is at 7:00 in the Nowak room at the town offices. The Nowak room is at the top of the stairs. If your planning on attending, which I recommend, please let me know. The Select Board likes to know if the residents are going to be in attendance.

Thank you,

Desiree

On Tue, Jul 17, 2018 at 1:15 PM, Desiree Murphy <dmurphy@exeternh.gov> wrote:

Hi Peter,

The reason all the times are :27 is because that's when the data download was done. If the data download had been done at the top of the hour all the times would have been :00. As for the intermittent leak flag, the meter wakes up and checks for water usage every 15 minutes for a total of 96 intervals. If there is water usage in more than 46 of those intervals it classifies it as an intermittent leak. I was told by the meter company that people who have refrigerator's that have the option of water and/or ice in the door have indicated an intermittent leak. I have done data download's on multi unit buildings and those show a lot of intermittent leak flags as there are times of the day that many people are using water. If you have something dripping it will flag it even if it shows zero usage on the report. It has to be at least a tenth of a gallon to show on the report.

I hope that this has helped. Please let me know if you have any further questions. I have asked for your abatement to be put on this Monday's Select Board meeting. I will let you know as soon as I have confirmation that it is on the agenda.

Have a great day,

Desiree

On Sun, Jul 15, 2018 at 8:56 PM, Peter Helfer <peterhelfer@outlook.com> wrote:

Hello Desiree,

We have studied the download chart in detail.


We were away from March 12<sup>th</sup> until our return on July 10<sup>th</sup>.

Most of that time there was zero water usage.

Our son who came to the house 3 or 4 times during that period, including on July 4<sup>th</sup> as one can see on the chart, and he confirms that he was NOT here on April 8<sup>th</sup> or on May 14<sup>th</sup>.

Also a friend came to water the plants sometimes, but never at **0.27 AM or 2.27 AM, or 23.27 PM** or any time close to those times.

We also checked with her and she never found any faucet or toilet leaking.

 We see that the attached water consumption chart sent by you from April 8<sup>th</sup> to July 13<sup>th</sup> attached, indicates:

**High continuous consumption shown in April:**

Started at 12.27 (PM) on Sunday April 8<sup>th</sup>

Stopped at 2.27 (AM) on Saturday April 14<sup>th</sup>

Duration: 5 days 14 hours EXACTLY

**High continuous consumption shown in May:**

Started at 00.27 (AM) on Monday May 14<sup>th</sup>

Stopped at 23.27 (PM) on Saturday May 19<sup>th</sup>

Duration: 5 days 23 hours EXACTLY

**BOTH supposed "continuous consumptions" start and stop EXACTLY at 27 minutes past the hour.**

**BOTH last 5 days and some additional complete hours.**

In the chart we can also see clearly our son being briefly in the house on July 9<sup>th</sup>, and also our arrival the next day on July 10<sup>th</sup> including us taking showers on July 11<sup>th</sup> and July 12<sup>th</sup> as well as using the dishwasher on July 12<sup>th</sup>.

Strangely enough the charts indicate an "intermittent leak" starting on July 12<sup>th</sup> at 12.27 and finishing at 20.27, also 27 minutes past the hour, We are sure that there was no leak that day, just normal water consumption.

We can't understand why everything is indicated as starting and finishing at exactly 27 minutes past the hour.

**We look forward to your comments.**

Regards,

Peter & Adriana Helfer

ph: 603 778 1260

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**From:** Desiree Murphy [mailto:dmurphy@exeternh.gov]

**Sent:** Friday, July 13, 2018 1:37 PM

**To:** peterhelfer@outlook.com

**Subject:** Meter data Download

Hi Peter,

Here's a copy of the meter download. Please let me know if you have any questions.

Have a great weekend,

Desiree

--

Desiree Murphy

Water/Sewer Utilities Clerk

Public Works Department

13 Newfields Road

Exeter, NH 03833

Tel. (603) 773-6157 x460

Fax. (603) 772-1355

dmurphy@externh.gov

*no flushing  
no excessive meters/  
spinning*

*5/14 Monday  
5/15 Saturday  
5/16  
need*

--

Desiree Murphy

Water/Sewer Utilities Clerk

Public Works Department

13 Newfields Road

Exeter, NH 03833

Tel. (603) 773-6157 x460

Fax. (603) 772-1355

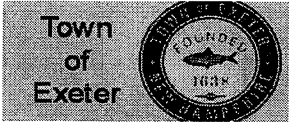
dmurphy@externh.gov

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Desiree Murphy

Water/Sewer Utilities Clerk





Russ Dean &lt;rdean@exeternh.gov&gt;

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## Contract #2 Bid Opening

1 message

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**Matt Berube** <mberube@exeternh.gov>

Tue, Feb 12, 2019 at 7:51 AM

To: Russ Dean &lt;rdean@exeternh.gov&gt;, Sheri Riffle &lt;sriffle@exeternh.gov&gt;

Cc: Jennifer Perry &lt;jperry@exeternh.gov&gt;, Donald Morrill &lt;andy.morrill@wright-pierce.com&gt;, Edward Leonard &lt;ed.leonard@wright-pierce.com&gt;

Hi Russ and Sheri,

**Request 1:**

I'm requesting that the Wastewater Treatment Upgrades Contract #2 Force Main Installations bid opening be put as an agenda item for the February 25th Select Board Meeting. The Pre-Bid meeting is happening today to answer any contractor questions as they try to prepare their bids for submission.

**Request 2:**

On March 11th, I'm requesting that the recommended bidder selection be put as an agenda item for the March 11th Select Board meeting to approve the recommended contractor so work can begin early to mid April according to the proposed schedule. I will do a followup email for the second request.

If you have any questions or concerns please let me know.

Thanks,  
Matt

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

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## Minutes

Select Board Meeting  
Monday February 11, 2019  
Town Offices, Nowak Room  
Draft Minutes

1. Call Meeting to Order

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

2. Board Interviews - Water-Sewer Advisory Committee

The board went downstairs to conduct interviews with Enna Grazier for the Budget Recommendations Committee, and Carl Wikstrom for the Water-Sewer Advisory Committee. The meeting then reconvened at 7 PM.

3. Water/Sewer Abatement Requests

a. 2 Grandview Terrace

Peter Helfer was present to ask the board to reconsider his abatement request. Mr. Clement said they denied this abatement request two months ago. Mr. Dean said that they had tested the meter and it was found to be under-recording, but there was no problem with over-recording. Ms. Surman said they spent a lot of time on this previously and already had a vote. Mr. Helfer said at the meeting in July, the town had given him the option to accept the abatement for \$769.50 or send the meter out for testing. He chose to send it to testing, but now he would like the abatement. Ms. Corson said they did not approve an abatement, they did not vote in July and in December they denied the abatement. Ms. Gilman said in order to rescind and change the motion of December, they need to give a notice of rescinding the decision and do it at a future meeting.

Ms. Corson made a motion to reconsider the abatement request for Peter Helfer at the next Select Board meeting, February 25th, and Ms. Cowan seconded, but Mr. Clement said that it didn't need to be a motion, just a notice, so they didn't need to vote.

b. 15 Hampton Falls Road

Thomas Brewitt was present to discuss his abatement request. He owns the house but no one has lived in it for the last 7 or 8 months. He had a contractor working there who threw a hose in the pool and left it running for the weekend.

**MOTION:** Ms. Corson moved to grant the abatement for 15 Hampton Falls Road for the amount of the sewer portion of the bill, \$374.15. Ms. Surman seconded. Mr. Clement said that if the problem occurs on the customer side, they are responsible, and Mr. Brewitt should go to the contractor with the bill. Mr. Clement voted nay and the motion passed 4-1-0. The partial abatement was granted.

c. 84 Front Street

Paul and Jennifer Young were not present to discuss their abatement request.

**MOTION:** Mr. Clement moved to table this application. Ms. Cowan seconded. All were in favor.

d. 48 Winter Street.

Robert Carty was present to discuss his abatement request. He doesn't live at the house; on January 19th his upstairs tenant had a tag on the door that said there was high water usage. She went to the basement and found that a toilet had been running. Mr. Carty addressed it as soon as he found out, but got a \$1700 water bill.

**MOTION:** Ms. Cowan moved to abate the amount of \$646.92. The motion was not seconded.

**MOTION:** Ms. Surman moved to deny the abatement of \$646.92. Mr. Clement seconded. Ms. Cowan voted nay and the motion passed 4-1-0.

4. Public Comment

- a. Tom Seidenberg of 10 Tan Lane spoke about the need for civility, and said that Mr. Gray was treated with disrespect at the Deliberative Session.
- b. Mike Dawley of 10 Hunter Place said that public comment is the time for editorializing on the tax cap, not as part of the discussion later.

5. Proclamations/Recognitions

- a. There were no Proclamations/Recognitions at this meeting.

6. Approval of Minutes

- a. Regular Meeting: January 28th, 2019

Ms. Surman wanted to check the video to clarify a statement attributed to her in the minutes, but had been unable to locate the video of the meeting.

**MOTION:** Ms. Cowan moved to table the approval of minutes. Mr. Clement seconded. All were in favor.

7. Committee Appointments

**MOTION:** Ms. Corson moved to appoint Kirsten Arends to the Human Services Committee, no term has been established. Ms. Surman seconded. All were in favor.

8. Discussion/Action Items

- a. Tax Cap Public Hearing

**MOTION:** Ms. Cowan moved to open the hearing. Ms. Corson seconded. All were in favor.

Ms. Gilman said that at the Deliberative Session, the petition was amended from 3% of the previous budget to 30% of the previous budget. Part of the question was the possibility of removing Mr. Gray's name from the tax cap article. In looking through the statutes, she found no definitive language for saying a petitioned article needs to be presented this way, so she recommends that the board remove Mr. Gray's name. Ms. Corson said she supports that recommendation.

Nicholas Gray of 10 Auburn Street, the sponsor of the 3% tax cap petition, said he supports the removal of his name from the amended petition. He said that it doesn't appear from the RSAs that there's a requirement to include the citizen's name in a citizen's petition, and he suggested they remove any such prefatory material from the petitions in the future.

Mr. Gray continued that he felt the amendment was so dramatic that the scope and the subject matter did change in a way that violates the RSA. Also, the process in which it was done

has created further questions. Two votes ended in a tie, and per the rules of Deliberative Session, that meant the amendment failed. It requires an oral or written request by seven members of the public to question that vote, which did not happen, so the secret ballot should not have taken place. He felt that the amendment failed and requested that the original text of the petition go to the ballot. Ms. Gilman said she did not remember the moderator declaring a tied vote. Mr. Clement said the moderator said there were two ties. Ms. Gilman said she believed that the moderator has control of the Deliberative Session.

Paul Scafidi of 26 Jady Hill, the Town Moderator, discussed the Deliberative Session vote. He said that he came up with a tie, but the Town Clerk Andie Kohler, who was also counting, did not. Since they came up with two different counts, they went to a second ballot. The Town Moderator can cast the final vote, but he wanted to let the people make the decision, which is why they had a second vote. His and Ms. Kohler disagreed again on the second count. He's talked to Concord, and they said he had the right to do a secret ballot. For this vote, he went back to the supervisors of the checklist and had everyone check in again and revote, and they were counted the proper way. There's no reason to question this ballot, because it wasn't close to a tie. More people voted when it came to the secret ballot, 58-41. Anyone that was there that day could have called for a vote to override his decision, but no one did, so it stood.

Mr. Clement said that his concern was the secret ballot; RSA 40:4b says that seven individuals have to orally or in writing request a secret ballot, not the Town Moderator. Also, during the first secret ballot, they lost control of the blank ballots. There was no way to know who was taking those ballots, or if they took more than one. Mr. Scafidi said they did not lose control. He counted the people who came up to the final vote, and it accorded with the vote. He didn't think there were any extra ballots. Mr. Clement said he's concerned about a legal risk to the town.

Ms. Cowan said there were valuable lessons from the Deliberative Session. You can amend citizen's petitions, so they should think about how to do so in the future. She thanked Mr. Scafidi for handling a difficult situation well.

Peter Francese of 6 Granite Street said that his understanding was that once the vote was taken at Deliberative Session, this public hearing was a formality, and they could not further amend what the people had voted for by taking Mr. Gray's name off. Ms. Gilman said that the RSAs are silent on how a petitioned article is presented. Mr. Gray was the first name on the list, so his name was put on the ballot; that's not an RSA, just a policy of the board, so they can take the name off. Mr. Gray is not the subject of the article.

Doug Flockhart of 62 Park Court said he's strongly opposed to this warrant article, but he supports Mr. Gray's right to submit his warrant article, and also supports the removal of his name from the warrant article.

Paul Royal of 3 Pumpkin Circle said that the board wants to remove Mr. Gray's name because the article no longer represents the intent, but the intent was a tax cap, and that's still on the ballot. Ms. Gilman said in the RSAs about petitioned articles, intent only comes in when discussing ballots. In this instance, the subject is the tax cap. Mr. Gray's name coming off is a courtesy. Mr. Royal also thanked Mr. Scafidi for his years of service to the town.

Carl Wickstrom of 7 Charron Circle said that the decision from counsel at the Deliberative Session was that they could change the preamble as long as it didn't affect the

subject of the warrant article. He felt that this is not the petition that he or the other 25 people signed.

Emily Heath of 18 Tan Lane said that Mr. Scafidi and the Select Board did a great job at the Deliberative Session. Part of democracy is to bring big ideas to the public forum. Others may amend citizen's petitions, but you still own that you started the discussion. Never before have they taken someone's name off an amendment, and it would be setting a precedent. She mentioned a case in Deerfield where a woman was unhappy with how a citizen's petition was amended and sued the town. It went all the way to NH Supreme Court, where they ruled that you can change the petition and the intent, just not the subject. She will still be voting against the amendment because it's still a tax cap, so the subject was not changed.

Jeff McLynch of 16 Epping Road thanked the Select Board for voting unanimously against the article previously. Tax caps are unsound public policy and would undermine the town's ability to fund services. A tax cap is inflexible, whereas the budget and circumstances change from year to year. Bond rating authorities say that as much as 1/3 of a town's score comes from these constraints. They're trying to bring young families to the town or attract elderly residents, but tax caps are the wrong tool for this. Tax caps undermine our democratic institutions.

Peter Lennon of 20 Cullen Way, a former member of the Budget Recommendations Committee, said he is strongly opposed to any tax cap. 30% is an improvement over 3%, but any tax cap is unwise and unjustified for Exeter. He said that the citizens have an implicit tax cap, since they can reelect the Select Board or vote against the budget. In the past seven fiscal years, 2012-2018, yearly growth in the town tax rate share has exceeded 3% only once. In four of those years, there were yearly town tax rate share decreases. In two other years, the annual town tax rate share grew much less than 3%. A tax cap will threaten public services. An unduly low tax cap is likely to threaten the bond rating for the town, and would force the town to spend thousands more on borrowing. When Moody's raised Exeter's bond rating in 2015, they said tax rate stagnation would be a factor for lowering the rating again.

Enna Grazier, an Exeter resident, said the question Mr. Gray put forward is do we want to enact a tax cap, and the town has responded no up to this point. 3% or 30%, it's a tax cap and it's unwanted. It's hard to be an informed citizen in this town, especially if you don't attend or watch the meetings, and citizens need all the information they can get, so Mr. Gray's name should stay on the warrant article.

Mr. Gray said there are three different issues: removing his name from the warrant article; how the text should appear on the ballot; and an argument for the tax cap. RSA 31:5-b provides a way to correct procedural defects that may have occurred during the Deliberative Session: *Procedurally defective actions shall mean minor procedural irregularities such as failure to comply with statutory requirements regarding time or place of notice, vote, hearing, or wording, or with any procedural act not contrary to the spirit or intent of the law.* Therefore, it seems like there is language in the state laws that allows for his name to be taken off. He didn't request that his name be removed when it was something he believed in, but the amendment is antithetical to what he believes. What text should appear on the town warrant? RSA 40:4 requires Mr. Scafidi to get seven requests from the crowd for a secret ballot, which he did not get. He declared those votes to be a tie, which meant the amendment failed. The ultimate vote was 58-41, but a lot of time transpired between the votes. More ballots were counted in the

secret ballots, which he felt meant they lost control of the system. Due to these irregularities, Mr. Gray felt that the original text of his petition should be restored and voters should have their say.

Mr. Gray said that Mr. Royal had said the proposal would slash spending, but rather it's to limit spending increases. Mr. Gray has spoken at length about cost of living increases in this town, and he's confident that he's proposing something that would be very popular with the voters. Those that are involved in local government have an abundance of time or money or both, and others don't have a seat at the table. A tax cap is warranted, and a 3% figure is reasonable. It would lead to a lean budget and give the Select Board leverage in collective bargaining agreement. It would cap spending but would not cap revenue, since there are other ways of collecting revenue.

Ms. Gilman said the unrepresented populations he talked about elect the Select Board to represent all of the people of the town. She disagrees that people are underserved by the town's form of government. Also, in a public vote, not everyone in the room votes, so she found it plausible that the numbers could change for a secret ballot.

Mr. Gray said that those that are close to the decision making don't always reflect the broader electorate. He has more support in the broader community than in these meetings.

Nancy Belanger of 1 Mill Street, a member of the Budget Recommendations Committee, said that the vetting that the BRC does is very intensive. RSA 32.5c would limit the BRC's ability to do what they do now. They have a process and it works in Exeter. She mentioned that she had not been in the room for the first two votes at Deliberative Session, and suggested they take breaks next year. She supports Mr. Scafidi's decisions and process.

Peter Francese said that the reasons stated for proposing a tax cap were Mr. Gray's opinions, but research showing the detrimental effects are voluminous, and wanted the town to vote based on facts. Tax caps hurt towns and the residents of the town. In an SB2 town where voters approve all spending at the ballot, there's no need for caps; citizens coming to the poll serves as the cap.

Paul Royal discussed the difference between the article last year which describes the tax impact and this article which takes away the ability of people to decide on the tax impact. He said that the Deliberative Session was handled appropriately. If people don't like the ability to change things, they should look to Concord. Deliberative Session is the legislative body of the town. The rules were followed and the townspeople spoke. If it's difficult to live in Exeter, it's because of the demand to live in a great town, and he would hate to see something like a tax cap change that.

Mr. Scafidi said he stands by the decision of the town meeting. Concord agreed that the moderator can do what he did.

Emily Heath came to Town Meeting because it was important, not because of an abundance of money or time, and hopes that this doesn't come to legal action.

Ms. Gilman said they will be voting on two aspects: 1) changing the introduction of the article and 2) recommending the amended warrant article.

**MOTION:** Ms. Surman moved to close the public hearing. Ms. Cowan seconded. All were in favor.

**MOTION:** Ms. Cowan moved to remove Nick Gray's name, and amend Article 29 to read as follows: *By citizen's petition, shall we adopt the provisions of RSA 32:5-b, and implement a tax*

*cap whereby the governing body shall not submit a recommended budget that increases the amount to be raised by local taxes, based on the prior fiscal year's actual amount of local taxes raised, by more than 30%.* Ms. Surman seconded. Ms. Cowan says she feels that they should do this as a courtesy, and in the future names should not go on the warrant. Lawsuits are not the way to govern a town, and she wants to make sure they're being prudent and thoughtful with the taxes they're spending, rather than putting money into a lawsuit. What they need to do is move forward, not override the town's decision to move it to a 30% tax cap, so she hopes that Mr. Gray will let it go if they remove his name. She added that amending a citizen's petition is the legislative body's prerogative. Mr. Clement said that he's concerned that the Select Board can change something, like removing Mr. Gray's name, outside of the Deliberative Session. As the governing body, they have no right to change decisions made by the legislative body. Ms. Surman said she talked to Attorney Margaret Byrnes of The New Hampshire Municipal Association, a citizen's petition is open season, other than changing the subject matter. Her opinion was that they probably could not change the petition after the Deliberative Session, but she suggested that they should follow town counsel's recommendation. Ms. Surman said that the subject matter had changed on that article, and it was no longer Mr. Gray's petition as he wrote it. She's not in favor of the tax cap, but also not in favor of his name staying on it, because it wasn't his anymore. Ms. Cowan said that when you propose legislation and it's amended, you don't have the opportunity to take your name off it. This would be a courtesy with the hope that this will be the end of it. The Town Moderator is allowed by law to call for any kind of ballot he wants. Mr. Clement voted nay and the motion passed 4-1-0. Mr. Gray's name will be removed from the article.

**MOTION:** Ms. Cowan moved to not recommend citizen's petition Warrant Article 29 as amended at Deliberative Session. Ms. Corson seconded. All were in favor and it will go on the ballot as not recommended by the Board of Selectmen.

Mr. Clement mentioned that the sidewalk warrant article had also been amended at Deliberative Session.

**MOTION:** Mr. Clement moved to recommend the amended Article 15 for appropriation to Capital Reserve Fund for Sidewalks, from \$40,000 to \$60,000: *To see if the town will vote to raise and appropriate the sum of \$60,000 to be added to the Sidewalk Repair and Replacement Capital Reserve Fund previously established. This sum to come from general taxation.* Ms. Corson seconded. All were in favor.

b. 2019 Revaluation Update - Municipal Resources Inc. - Paul McKenney

Paul McKenney, a Contract Assessor from Municipal Resources Inc., spoke about the town revaluation. As part of the process, they attempt to do an interior inspection on all properties sold in the last 2 years. This process will continue until March 31st. Income and Expense questionnaires were mailed to all commercial property owners. All properties with current building permits are up to date through the end of December, and they'll continue to inspect those through April 1. They've updated all of the Land and Building tables in the VISION database. They've also completed 75% of the field review, which is an exterior inspection of all



properties in town. The overall increase of the revaluation will be between 15% and 20% townwide. Vacant land will increase 15 - 19% over the 2015 revaluation; residential will increase 16 - 21%; condominiums will increase 30 - 36%; mobile homes will increase 38 - 44%; Commercial condos will increase 13 - 18%, and commercial and industrial properties will increase 5 - 10%, because the income that a commercial property can produce doesn't go up as high as the residential properties. Demand in the real estate market has increased over the last four years. The tax rate will actually be reduced as a result of the increase in the assessed value.

Mr. Clement asked about the multifamily increase. Mr. McKenney said that multifamily is defined as 8 or more units, and therefore is considered part of the commercial category at 5 - 10%. Mr. Clement asked how many sales were used as a sample size. Mr. McKinney said there were 300 qualified sales; there were many more sales, but they remove any sales that are not an arms-length transaction, such as a family sale or a foreclosure. Ms. Corson asked if these values will be changed for December, and Mr. McKinney said yes, at the end of the process he'll present the values, if Select Board approves, they'll send out a letter to everyone in town with the old value and the new value. Those affected will have the opportunity to come to the assessors at Town Hall to offer any new information or ask questions. Once that process is complete, they'll present the final values. Mr. Dean said that changes in value may or may not mean changes in your tax bill. With all the articles passing, they're projecting a 7.27% tax impact, but that number is based on no change in value. If changes are 15 - 20%, the rate will drop from 7.27% to somewhere around 6.15%, depending on the Warrant Articles that pass.

c. E911 Committee Street Naming Recommendations

**MOTION:** Mr. Clement moved to open the public hearing on the street recommendations of the E911 Committee. Ms. Surman seconded.

Dean Sharples spoke on behalf of the E911 committee, saying there were five recommendations they'd like the board to consider. The NH Division of Emergency Services and Communications did an audit that looked at all addressing issues like street naming and numbering. They then create a map book and a report on addresses which don't meet state standards. The E911 Committee prioritized duplicate street names, which are the first four recommendations.

The first recommendation is to change the name of Park Court to Jacks Court, and renumber dwellings in accordance with Chapter 14 of the Town Ordinance. There is already a Park Street in town. State RSA says that any new name can't be the same name with a different suffix. This is an old street, not a new street, so they're not prohibited from keeping it, but the E911 Committee recommends changing it. Jacks Court was proposed by the neighbors and accepted by the committee.

Eileen Flockhart of 62 Park Court asked about which utilities and organizations the town will be contacting, and about the time frame of the change. Mr. Sharples said that the town notifies UPS, FedEx, US Postal Service, and makes the change on Google Maps. Those changes take a week or two. They also notify the Town Clerk, Town Records, and the Assessing Office. All bills would be the owner's responsibility to change. Ms. Surman said that

Assistant Fire Chief Pizon does notify some utilities, but Mr. Sharples said that update doesn't affect the billing department. He said that if the Select Board takes the recommendation, Chief Pizon issues a letter letting residents know of change, which takes effect 30 days from the date of his letter. That letter could take two weeks, so the change would be at least 6 - 8 weeks from today. This gives the town time to notify organizations and to install a new street sign.

Doug Flockhart of 62 Park Court said he doesn't want the name of their street changed, because it could lead to a lot of problems and doesn't make them any safer. However, he requested that if it must be changed, he would like it changed to Jacks Court.

Ms. Surman said that as the Select Board representative to E911 Committee, she knows it's not pleasant to change things, but the state has said this is what they must do for public safety. Mr. Sharples said that on this question, he defers to the opinions of emergency responders who respond for a living. Assistant Chief Pizon told him about situations where they got an address wrong through dispatch. Nothing came of the mistakes, but they did go to the wrong addresses based on duplicate street names, so there's a risk. Changing the street name diminishes the risk. If you don't change it, it could be life or death. If you do change it, it's only an inconvenience, despite strong feelings.

Lynette Lindsay Chase of 66 Park Court asked how the property deeds are changed. Mr. Sharples said that the registry doesn't index property based on the address. The deed may have an address on it, but there's no need to change it. You can wait until the property transfers, then create a new deed reflecting the new address. Ms. Corson said it's the metes and bounds that are important, not the street address.

Doug Flockhart said that the street numbering of Park Court is consistent with Park Street, so there's no duplication. Mr. Sharples said that with the numbering issues on Park Street, they're going need to renumber, so you could have conflicts in the future. Every 50 feet gets a number, whether there's a house or not, to avoid problems caused by subdivisions.

Malcolm Westling of 54 Park Court said that you can assume that Park Court is off of Park Street. What would make it safer would be not to change that to a court that no one knows where it is. Only the numbering should be taken care of.

Ms. Corson said she needs to listen to the Emergency Services, and asked to table the hearing until the police and fire department can be present. Mr. Sharples asked if they could table them individually, since some people actually wanted the street name changed.

**MOTION:** Ms. Corson moved to table recommendations 1 and 2 from the street name and numbering recommendations, and move them to the February 25th meeting. Ms. Surman seconded. All were in favor.

Sally Ward of 54 Park Street said she hasn't been included in communications from the town on the Park Court name change, but they are affected, and asked if they can be included in future communications. Mr. Sharples said there won't be any further letters until the Select Board addresses the matter.

Mr. Sharples said that the third suggestion was to change Prospect Avenue to Manor Avenue, but the residents didn't like it. Tom Gregory on 8 Prospect Ave had told Mr. Sharples that the residents prefer Magnolia. Ms. Gilman says that it doesn't seem correct to call it an avenue, and asked if this could also be changed.

Tom Gregory of 8 Prospect Avenue spoke on the proposal. He said that he respects that the name needs to change, and he felt they could do Lane instead of Avenue.

**MOTION:** Mr. Clement moved to change the name of Prospect Avenue to Magnolia Lane. Ms. Surman seconded. All were in favor.

Mr. Sharples said that the subject of the fourth recommendation, Windsor Lane, was moved up at the request from the residents. They liked Acadia Lane, but there was also a suggestion for Acadia. Ms. Corson said Acadia was more of a local name.

Apoorv Jain of 27 Windsor Lane asked if national databases like immigration will be notified. He is concerned that anytime his address changes, he has to update the record, but it must be an address already in the database. Mr. Sharples said they don't currently notify federal agencies, but he can research that. Ms. Gilman said the town will provide any information the federal agencies require for official notice of change. Mr. Sharples said that the letter from Assistant Fire Chief Pizon serves that purpose.

Denise Harrington of 41 Windsor Lane said the change will be fine for a year, but wondered if it will be ok in five years. How long will records be on file? Ms. Gilman said planning-related documentation is kept forever. Ms. Harrington said that the neighborhood is new, so how did they end up with a duplicate street name? Mr. Sharples responded that there was no process in place at the time; the developer just went ahead and the Planning Board worked with it. E911 committee is part of the new process to ensure there will be no duplication.

Matthew Morris of 47 Windsor Lane said he'd looked at the history of the name Acadia and there's a relationship to indigenous peoples and their displacement. He is concerned about cultural insensitivities, and doesn't want to have to make the street name change again. Ms. Cowan suggested tabling the discussion to do more research, in the interest of being sensitive and not having them go through this again.

**MOTION:** Ms. Cowan moved to table recommendation number 4 with the name changes. Ms. Corson seconded. All were in favor.

Mr. Sharples asked if the E911 Committee needs to take any action following this motion. Ms. Cowan suggested they reach out to people on the street for another idea. She is willing to do research on the name Acadia. Ms. Corson suggested the neighbors get together again and reevaluate the name. Scott Denny of 35 Windsor Lane said he didn't get a list of recommended names, so he'd be interested in looking at a list and they could choose from there.

Mr. Sharples discussed the fifth recommendation, regarding the "TIF" Road. Ray Farmstead Road was proposed by the developer and it meets the ordinance so it was recommended.

**MOTION:** Ms. Corson moved to name the TIF Road off of Epping Road "Ray Farmstead Road". Ms. Surman seconded. All were in favor.

#### d. Classification Plan Amendment - Senior Accountant

Mr. Dean discussed a change in classification for a position that is doing higher-level work in the finance and accounting office. They've redrafted the job description to make it more accurate. Originally, when this position was filled, there was a 3 - 5 year experience

requirement. As the position has grown to play a lead role within the department and the office, a new hire would require 5-8 years' experience to fill it. Ms. Surman asked if they are redesigning a job to suit the person in the job, or to meet the needs of the town. Mr. Dean said the position is moving from a grade 11 to a grade 12 reflective of the duties of the position. Mr. Clement wondered if they create a grade 12 position called senior accountant, will they continue to have a grade 11 position called accountant. Mr. Dean said they could delete it from the classification plan, but they could also keep it and not fill it. Ms. Cowan said she liked keeping both, so they could hire whichever the town needs. Mr. Dean said they only have three people in the department, and this position is also playing a large role in the auditing process and Water/Sewer reconciliations and is a key part of the MUNIS implementation team. He added that the pay scale for a Grade 12 is \$66,000 - \$87,000 vs a Grade 11 at \$62,000 - \$82,000. **MOTION:** Ms. Corson moved to create a grade 12 position within the finance department for a senior accountant, full-time non-union. Ms. Cowan seconded. Ms. Surman voted nay and the motion passed 4-1-0.

#### e. Water Sewer Abatement Policy Update

Bob Kelly, chair of Water/Sewer Advisory Committee, was present to discuss the proposed revisions to the abatement policy. He said that years ago, all abatement requests would go to the committee, and the resident would either accept the committee's decision or go before the Select Board. Their policy was that if it's a town error, the town would fix it. It rarely is, so the ratepayers are on the hook. That led to people coming to the Select Board directly. Mr. Clement stressed that only the Select Board could grant the abatement; they must see all abatement requests, regardless of whether they go through the Water/Sewer Committee or not. More have been coming recently because they have been liberal in giving abatements when they shouldn't be.

Mr. Kelly said there should be a revision to the policy to deal with cases that aren't black and white. The 10 year review period was changed to 5 year review period. If unpreventable release exceeds 50% of normal usage, the Committee recommends that they establish a one-time \$500 flat fee abatement. Most requests don't have any basis in fault with the town, the intent was to give them a more liberal interpretation of the policy, knowing that the rates had gone up and accidents happen. Mr. Clement said he is concerned about a gray area, because decisions become subjective and can be questioned. He would like to take some real cases and determine what the new abatement numbers would be. The time limit on above average usage also needs to be defined. Mr. Kelly said Mr. Berube told him they would typically go back 2 years.

Ms. Surman said she agreed with the current policy. It's either the town's fault or it isn't. As a board you can make exceptions, but you have to start from black and white. Mr. Dean said that administratively, they liked a flat amount that could be granted. People are coming to the Select Board feeling that they have no other recourse. Giving them the ability to have one abatement in a five year period could be a safety valve. \$500 won't make a huge dent in a bill that's thousands of dollars, but it's something.

Ms. Corson pointed out that the phrase "unfortunate circumstances" in number 5 is not defined, and asked that they tighten up the language. Mr. Kelly said he could review and take out ambiguous language. Ms. Corson suggested they table the discussion.

9. Regular Business

a. Tax, Water/Sewer Abatements and Exemptions

**MOTION:** Ms. Cowan moved to approve a Vet Credit for 95/64/64 in the amount of \$500. Mr. Clement seconded. All were in favor.

**MOTION:** Ms. Cowan moved to deny a Vet Credit for 55/41. Mr. Clement seconded. All were in favor.

**MOTION:** Ms. Cowan moved to approve an Elderly Exemption in the amount of \$183,751 for 64/21. Mr. Clement seconded. All were in favor.

**MOTION:** Ms. Cowan moved to approve a Disability Exemption in the amount of \$125,000 for 65/124/35. Mr. Clement seconded. All were in favor.

**MOTION:** Ms. Cowan moved to approve an abatement in the amount of \$1014.75 for 64/48/12. Mr. Clement seconded. All were in favor.

Mr. Dean discussed a list of 40 properties, mostly manufactured homes, in which they are recommending deed waivers for different reasons. He recommended that the Select Board sign a deed waiver on each of the properties. Mr. Clement said this means we will not accept ownership of real estate of these properties. Mr. Dean said we don't know whether taking them will subject us to obligation or liability risk. This doesn't relieve the ability to take the tax deed at a later date.

**MOTION:** Ms. Corson read a statement: *The Select Board of the Town of Exeter hereby notifies Russell Dean, Tax Collector that it will not accept the Tax Collector's Deed on the following properties because "in its judgment, acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks" per RSA 80:76 II-a, list as per given.* Ms. Cowan seconded. Mr. Clement said he agrees with most of the list but still has questions on the first three. Ms. Gilman abstained and the motion passed 4-0-1.

b. Permits & Approvals

**MOTION:** Ms. Corson moved to approve the application for use of the Back Room Art Gallery for Bob Richardson Feb 16 - April 6 2019. Ms. Surman seconded. All were in favor.

c. Town Manager's Report

i. There was no Town Manager's Report at this meeting.

d. Select Board Committee Reports

i. There were no Committee reports at this meeting.

e. Correspondence

i. Letter from OED Granite Apollo regarding solar panel installations

ii. Letter from Granite Bridge regarding proposed pipeline for liquid natural gas. They will be doing boring samples in the Exeter right of way.

- iii. Letter concerning a complaint from Brian Fieldsend on the town water quality causing his pumps to fail
- iv. Letter from the Exeter Historical Society thanking them for their membership
- v. Letter from Governor Sununu's office on Ocean Energy Management
- vi. Notice of a grant for new small businesses provided by the Regional Economic Development Center
- vii. Letter regarding Piscatequa Estuaries
- viii. Letter from Windemere Homeowner's Association regarding change applications, which they will pass on to the Planning Department.

10. Review Board Calendar

- a. The next meeting is in 2 weeks, on February 25th.

11. Non-Public Session

- a. There was no non-public session at this meeting.

12. Adjournment

- a. Ms. Surman moved to adjourn. Ms. Corson seconded. All were in favor and the meeting adjourned at 11:02 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

## Appointments

**Committee Appointments**  
**February 25<sup>th</sup>, 2019**

**Water/Sewer Advisory Committee**

Carl Wikstrom, 7 Charron Circle, term to expire 4/30/19

NOTE: This is the only vacant term, which will turn into a term ending 4/30/22 during the next committee appointment process.

**RPC Representative from Planning Board (Alternate Member)**

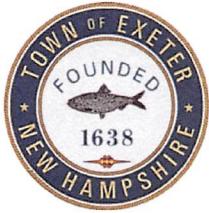
Pete Cameron (Nominated by Planning Board on 2/7/19)

**Trustees of Robinson Fund**

Jane McCafery, term to expire 2022 (replacing Peter Smith)

Gwen English, term to expire 2020 (replacing Joan Smart)





# TOWN OF EXETER

## *Planning and Building Department*


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**DATE:** February 14, 2019

**MEMO TO:** Select Board

**FROM:** Langdon Plumer, Planning Board Chair 

**RE:** Appointment of Town representative to RPC (Commissioners)

The Planning Board, at its February 7<sup>th</sup>, 2019 meeting, voted to nominate Pete Cameron to serve as Planning Board representative to the Rockingham Planning Commission, filling the alternate position previously held by Katherine Woolhouse.

On behalf of the Planning Board, I am requesting that the Select Board consider appointing him to fill this position.

If you should have any questions, please do not hesitate to contact me.

Sherri,

Please send this on to the Select Board.

Dear Select Board,

The Trustees of the Robinson Fund are saddened by the loss of two of our long time board members. Both Peter Smith and Joan Smart served many years giving of their time and efforts and will be greatly missed.

We recommend Jane McCafery and Gwen English as two fine replacements to fill out Peter and Joan's terms. Peter's term ends in 2022 and Joan's in 2020. Both Jane and Gwen have been approached, have shown interest and are willing.

Thank you for your attention.

Very truly yours,

Joanna Pellerin

President of the Robinson Trustees

## **E911 Street Naming Recommendations**

**TOWN OF EXETER  
MEMORANDUM**

TO: Select Board

FROM: Town Manager 

RE: E911 Updates

DATE: February 22<sup>nd</sup>, 2019

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Due to vacations and lack of available staff due to school vacation week, it is recommended the Select Board reopen the hearing regarding E911 changes on Monday evening, then continue the hearing to March 11<sup>th</sup>, when all staff will be available.

The remainder of the five street naming recommendations would be taken up at the meeting of March 11<sup>th</sup>. The Planning Office has notified the relevant abutter of this pending action.

## **WATER SEWER BILL ABATEMENT POLICY**

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**WATER-SEWER BILL ABATEMENT POLICY DRAFT FEBRUARY 2019**

It is the policy of the Town of Exeter not to grant adjustments to water & sewer bills unless the problem rests with the Town's system. However, the Town recognizes that a high bill resulting from accidental, unpreventable water release can present financial hardship to a customer. While most water releases are preventable, there are certain circumstances when an accidental water release cannot be reasonably prevented. The intent of this policy is to establish a one-time abatement of up to \$500, during any five ten-year period, ~~for up to half of the excess water consumption above normal consumption,~~ due to an accidental, unpreventable water release that exceeds 50% above the normal average usage. **The town and its representatives are under no obligation to issue an abatement if the leak is not due to a deficiency in the town system.**

**Discovering and repairing issues to stop water loss is the responsibility of the customer. A courtesy notice from the Water-Sewer Department regarding high usage on a metered property, nor the omission or delay of sending such notice, does not create any liability to the Town.**

**The deadline for submitting an abatement application is 90 days after the date of the water and sewer bill you are requesting abatement for. Applications will be reviewed by the Select Board within 4 weeks of the application date. The Water-Sewer Department will inform you of the date that your application will be on the agenda of the Select Board meeting, usually held on Monday nights at the Town Offices. The customer is encouraged to attend but not required.**

**~~Adjustment Determination Procedure:~~**

- ~~1. All customer requests to abate any portion of a metered water bill that is unusually high due to unpreventable system leakage, vandalism or release shall be reviewed by Town staff, the Town Water and Sewer Advisory Committee, and/or the Selectboard on a case-by-case basis.~~

**Any customers requesting to abate any portion of a metered water and sewer bill that is unusually high due to unpreventable leakage should contact the Water & Sewer Department. The Department will review the information perform a leak check if necessary, and provide you with an abatement form to complete which will be completed and forwarded to the Water & Sewer Advisory Committee and Select Board with any supporting documents submitted or generated for approval or denial.**

2. In order to qualify for abatement, a customer's excess consumption must exceed the greater of 100% or 35,000 gallons **50%** above their normal average consumption, **calculated from a review of a reasonable look-back period, as determined by the reviewing party as determined above.** The customer must also prove that the deficiency responsible for leakage has been repaired or corrected. This policy only applies to leaks that have occurred within the previous six (6) months of the date of the abatement request.

~~Normal consumption will be the average of at least the previous three years' consumption history, for similar billing periods, unless deemed otherwise by the Town staff or Committee.~~ The Town staff and Committee reserve the right to grant adjustments on water use or sewer use or both, **such as in the case of landscaping irrigation system malfunction.**

3. In the event that a customer cannot determine the source or cause of the abnormally high consumption (**or claims the source never existed**), the customer is required to hire a private licensed plumber to assist the customer in trying to determine said source or cause. If the plumber is unable to determine the source or cause of the abnormally high consumption, the Town **will take the position** that the customer has located and repaired or corrected said source.
4. If the customer claims that said source never existed, the Town shall test the meter and make an adjustment to the bill in accordance with NHPUC requirements for meters found to be over-recording. If the meter test reveals an accurate or under-recording meter, the customer shall be held responsible for the entire bill plus the cost of meter testing and shipping/handling.
5. In the event the source or cause of the abnormally high consumption is related to a leak due to customer negligence such as the failure to maintain internal (private) plumbing fixtures in good repair and/or protect plumbing from freezing, the customer shall be held responsible for the entire bill. **The Town is not responsible for spigot damage due to freezing or falling ice.**
6. In the event the abnormally high consumption has occurred due to "unpredictable leakage" not caused by customer **negligence or unfortunate circumstances**, ~~ignorance or unfortunate circumstances~~, the Town shall consider granting a one-time abatement **of up to \$500**, per account, during any **five** ~~ten~~-year period, ~~up to half of the water consumption above normal consumption.~~ **If such an abatement is accepted by the ratepayer or ratepayer's representative, then, under no circumstances or conditions, will an additional abatement be considered during the five-year timeframe.**
7. The abatement calculation may consider compensation from any other sources, including insurance policy. The customer may be required to submit a written statement from their homeowner's insurance policy provider stating what portion, if any, of the leak is covered by insurance.
8. The Town shall not disconnect service (for abnormally high consumption) provided the customer pays the entire amount due within the normal payment period or enters into payment arrangements for the excessive amount and is in good standing on all current billings.
9. Landlords will be responsible for tenant bills in accordance with this policy.

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Failure by a tenant to pay water and sewer charges will not excuse the landlord of any outstanding obligations.

**The following example shows how the abatement is calculated based on rates in effect on 1/1/08:**

	Consumption	Dollar Amount
Total Usage	75,000 gal	\$405.75
3-year average	<u>30,000 gal</u>	<u>\$162.30</u>
Excess above average	45,000 gal	\$243.45
Half of excess abated	(22,500 gal)	(\$121.72)
Remaining excess Customer responsibility	22,500 gal	\$121.72
3-year average	<u>30,000 gal</u>	<u>\$162.30</u>
<b>Total remaining bill due</b>		<b>\$284.02</b>

The above policy supersedes any prior water-sewer adjustment policies.

Passed: 10-21-92  
Amended: 04-10-95  
Amended: 06-19-95  
Amended: 10-16-00  
Amended: 05-19-08  
AMENDED TBD





**Tax Abatements**  
**Permits And Approvals**

# Memo

To: Exeter Select Board  
From: Darren Winham, Director  
Date: 2.22.19  
Re: Letter to NHDOT Request

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The Town of Exeter Economic Development Department and property owner/developer Tom Monahan are negotiating with a company that is seeking to construct on Continental Drive a 400,000 square-foot building that would employ up to 800 people, the bulk of which would be in the fields of engineering and manufacturing. One potential issue that has been identified by the company as problematic is the northern intersection of Route 27 and Route 101. The company's assertion is that having so many employees attempting to get to work at the same time would create logistical problems. This, of course, will become exacerbated as the Epping Road Corridor is developed.

Notwithstanding the company's concerns, the intersection – according to data provided by Chief Shupe – has seen more traffic accidents (58) over the past ten years than any other in Exeter. The second most, at the intersection of Water and Front Streets, has seen forty-four. This data, coupled with the pending development of the corridor, indicates that this is an issue the Town and State should address. The intersection in question is state-owned and not an Urban Compact like much of Epping Road.

The Economic Development Department is requesting permission from the Select Board to authorize a letter under the signature of the Town Manager and Chair of the Select Board to the New Hampshire Department of Transportation for the purpose of engaging the agency and exploring scenarios to invest in upgrades at the northern intersection of Routes 27 and 101, including the installation of a traffic light.

The Economic Development Department has engaged the Regional Economic Development Corporation (REDC) seeking its assistance in applying for funds to plan and construct the intersection improvements using US Economic Development Administration (EDA) funds via the Comprehensive Economic Development Strategy (CEDS) Program. The Epping Road Economic Development Initiative has been on the CEDS Priority Project list since 2015. Please note that these resources would only become available through a successful application process and would require the company to give reasonable assurances that they would locate in Exeter.

## List for Select Board meeting February 25, 2019

### Vet Credit

Map/Lot	Location	Amount
68/6/112	1 Sterling Hill Ln 112	500.00
62/56	42 Brentwood Rd	500.00

### Elderly Exemption

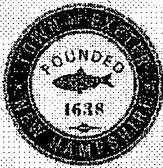
Map/Lot	Location	Amount
74/127	213 Front St	152,251

### Disability Exemption

Map/Lot	Location	Amount
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### Abatement

Map/Lot	Location	Amount
63/253	75 1/2 R Main St	110.00
72/9	12 Water Street	13,535.50



# Application for Use of Town Facility

Town of Exeter, 10 Front Street, Exeter, NH 03833  
Fax #: 603-777-1514 or email: [communitypermits@exeternh.gov](mailto:communitypermits@exeternh.gov)

Facility Requested:

Wheelwright Room

Nowak Room

### Representative Information:

Name: Ellen Adlington Address: 5 Grandview Terrace  
Town/State/Zip: Exeter, NH 03833 Phone: (603)772-9385  
Email: emcgarr@comcast.net Date of Application: 02/15/2019

### Organization Information:

Name: EAGFWC Address: P.O. Box 24  
Town/State/Zip: Exeter, NH 02822 Phone: (603)772-9385

### Reservation Information:

Type of Event/Meeting: Candidates Forum Date: 03/05/2019  
Start Time: 7:00 p.m. End Time: 9:00 p.m. # of tables: 2 # of chairs: \*  
List materials being used for this event: \*as many as are used for Select Board meetings  
Will food/beverages be served? no Description: \_\_\_\_\_

### Requirements:

**Cleaning Deposit:** A cleaning deposit of \$100 is required of any user serving food or beverages (small room on the right permitted only). If the town determines after use that the building acceptably cleaned, the deposit fee will be returned to user.

**Liability Insurance Required:** Certificate of Insurance and endorsement/provisions to be submitted with completed application.  
**Required Amount:** General Liability/Bodily Injury/Property Damage: \$1,000,000 per occurrence, \$2,000,000 aggregate; the Town of Exeter must be listed as an additional insured.

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

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

Applicant signature: *Ellen Adlington* Date: 02/15/2019

Authorized by the Select Board /Designee: \_\_\_\_\_ Date: \_\_\_\_\_

#### Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_

Fee: Paid  Amount: \_\_\_\_\_



Sheri Riffle <[sriffle@exeternh.gov](mailto:sriffle@exeternh.gov)>

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## Candidates Forum

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**ELLEN ADLINGTON** <[emcgarr@comcast.net](mailto:emcgarr@comcast.net)>  
Reply-To: ELLEN ADLINGTON <[emcgarr@comcast.net](mailto:emcgarr@comcast.net)>  
To: Sheri Riffle <[sriffle@exeternh.gov](mailto:sriffle@exeternh.gov)>

Sat, Feb 16, 2019 at 12:38 PM

To the Select Board:

Per the EAGFWC request for a fee waiver for a Candidates Forum:

Exeter's form of government requires a deliberative session every year. The focus is on the warrant articles which will appear on the March ballot. However, deliberative sessions do not address another important section of the ballot: the slate of candidates seeking elective positions.

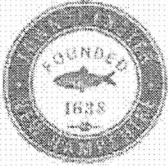
Voters need the opportunity to hear candidates present their viewpoints on issues affecting Exeter.

A Candidates Forum is essential to ensure that Exeter's voters are fully informed before going to the polls.

Thank you,

Ellen Adlington

EAGFWC



# Application for Town Hall Facility Use

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

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

### Representative Information:

Name: Gloria Everett Address: 5 sloans brook dr  
Town/State/Zip: exeter NH 03833 Phone: 781-608-4988  
Email: tayber30@yahoo.com Date of Application: ~~4/4/2018~~ 2/20/19

### Organization Information:

Name: Extreme Air of NH Address: PO Box 384  
Town/State/Zip: PO Box 384 Newmarket NH Phone: 781-608-4988

### Reservation Information:

Type of Event/Meeting: Jump Rope Practice Date: 3/23/19 and 3/30/19  
Times of Event: 8am - 12pm Times needed for set-up/clean-up: none  
# of tables: none # of chairs: none  
List materials being used for this event: jump ropes  
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](mailto:extvg@exeternh.gov) to coordinate.

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

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

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

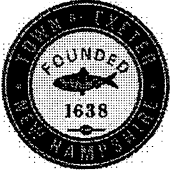
Applicant signature: Gloria Everett Date: 2/20/19

Authorized by the Select Board/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

### Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_

Fee: Paid  Will pay by 3/1/19 Non-profit fee waiver requested



# Application for Town Hall Facility Use

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

## Representative Information:

Name: Renay Allen Address: 185 High St  
Town/State/Zip: Exeter, NH Phone: 603-814-9108  
Email: rmallenNH@gmail.com Date of Application: 2/10/2019

## Organization Information:

Name: Town Energy Cmte Address: \_\_\_\_\_  
Town/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

## Reservation Information:

Type of Assembly/Meeting: public info session/Clean Energy Panel Date: Wed, March 27  
Start Time: 7pm End Time: 8:30pm Additional time for set-up/clean-up: 1 hour  
# of tables: 1 # of chairs: 100?  
List materials being used for this event: \_\_\_\_\_  
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](mailto:extvg@exeternh.gov) to coordinate.

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

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

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Access to the 2nd floor is not allowed during events. Bathroom are accessed from outside the Town Hall. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: *Renay Allen* Date: Feb 10, 2018

Authorized by the Select Board /Designee: \_\_\_\_\_ Date: \_\_\_\_\_

### Office Use Only:

Liability Insurance: On file  In-process

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



**TOWN OF EXETER, NH  
EVENT APPLICATION**

Special Event License (Reference RSA 286 1-5, Town Ordinance Chapter 807)

The Town of Exeter requires licensing for all Special Events where the Select Board is the licensing authority. Special Event applications to the Town Manager's Office, at the Town Office.

For information or questions concerning the application call 603-778-6102 or email [communitypermits@exeternh.gov](mailto:communitypermits@exeternh.gov).

Name of Event: Pine Street Players' Fame Location: Town Hall  
 Date(s) of Event: Oct 19 - Nov 3, 2019 Start Time: 9:00 AM End Time: 11:00 PM  
 Event Representative Name: Lexi Meunier and/or Suzanne Lambert Jones *The Rev. Mark Pardleton*  
 Address: 43 Pine St  
 Town: Exeter State: NH Zip: 03833  
 Phone: 603-247-1062/603-370-774 Email: theatre@christchurchexeter.org  
 No. of Volunteers/Workers per Day: 12 # Anticipated Spectators: 1800  
 List Vendor(s) Names: N. E. Mobile Audio N.E. Event Rentals

Describe (in detail) the proposed event: Pine Street Players at Christ Church requests the Town Hall for their Fall production of Fame. This production will include a senior and junior cast, totaling in about 100 performers from Seacoast of NH and Mass. We request use of the green room (off of the art gallery) and box office (off of lobby) for the duration of this event (11/9-11/25). We ask that we not be required to clear or pack up anything from day to day within these dates. This production includes around 200 adults, youth, from NH and MASS and has become a community event for the greater Exeter area.

Requesting:  Town Hall  Bandstand  Art Gallery  Swasey Parkway  Senior Center  
 Fireworks/Parade  Raffle  Raynes Barn/Farm  Parks/Recreation Property  
 Road Race

Alcohol Service (See separate form) Has Permit been approved:  Yes  No  
 EXT V Tech/AV Services needed  
 Blocking Off Road(s) \_\_\_\_\_  
 Signboard: Plywood (2 weeks)  or Poster (1 week)  Dates: Nov 1 - Nov 24 9/29/19 - 10/5/19  
 A-Frame Quantity, Dates, Location: \_\_\_\_\_  
 # Parking Spaces: \_\_\_\_\_ Location: \_\_\_\_\_

*New dates. TH available.*

## Event check list

### Will your event involve any of the following? (Please check all that apply)

- Food/beverage concessions/vendors/sales
- Alcoholic beverages (State NH permit required)
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance)
- Propane/Charcoal BBQ grills (inspection by Health Officer)
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector)
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire)
- Tents/canopies If so, list quantity and size \_\_\_\_\_
- Animals at the event. If so, describe \_\_\_\_\_
- Motorized Vehicles. If so, describe \_\_\_\_\_

### Other State and/or local permits (if applicable):

- Selling/serving liquor [Application](#)
- Hawkers/Peddlers (door to door sales) [Application](#)

All applicants for Special Events need to provide written submission of the plans below. The Town staff will review your application and if additional information is required or if not enough information was supplied with this application, the Town will contact you to schedule a meeting.

### You must submit the following with this application:

1. **Certificate of Insurance:** The Town requires liability insurance to be submitted with this completed application. Required amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town must be listed as additionally insured.
2. **Site Plan:** A drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).
3. **Security/Crowd Control Plan:** Describe the number of detail police officer(s) to manage the maximum seating capacity of indoor events or to secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.
4. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.
5. **Fire Emergency Plan:** The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.
6. **Ambulance/ Medical Service Plan:** Detail the on-site emergency medical services and transportation plan.
7. **Ticket Distribution Plan:** Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

8. **Sanitary Facilities Plan:** A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.
9. **Food Service Plan:** A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department.
10. **Special Duty Service Fees:** The application fee does not include the costs of Fire or Police protection, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

After the Event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.

A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.

BY SIGNING BELOW, I CONFIRM THAT ALL INFORMATION PROVIDED HEREIN AND IN ALL ATTACHMENTS IS TRUE AND ACCURATE, ACKNOWLEDGE THAT THIS APPLICATION WILL NOT BE REVIEWED BY THE SELECT BOARD UNTIL CONSIDERED COMPLETE BY TOWN REVIEW STAFF, AND STATE THAT ALL LIABILITY FOR THIS EVENT IS ASSUMED AND ACCEPTED BY THE APPLICANT.

PRINT NAME: Mark B. Pendleton DATE: 12/5/18

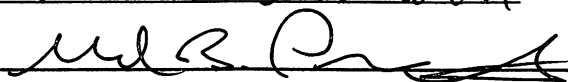
APPLICANT SIGNATURE: 

I ALSO CONFIRM THAT I AM RESPONSIBLE FOR ALL COSTS INCURRED FOR THIS EVENT INCLUDING ALL SPECIAL DUTY POLICE, FIRE AND HEALTH/SAFETY SERVICES. ALL SERVICES MUST BE PAID IN FULL UPON RECEIPT OF THE INVOICE. IF NOT PAID IN FULL, THE TOWN WILL CHARGE 2% INTEREST PER MONTH.

THE TOWN MAY REQUEST/SUE FOR LEGAL EXPENSES IF THE TOWN HAS TO GO TO COLLECTIONS FOR UNPAID AMOUNTS. I AM RESPONSIBLE FOR ALL FEES, WHICH MAY INCLUDE INTEREST, ATTORNEY AND COURT FEES.

**THE TOWN RESERVES ITS RIGHTS TO PURSUE ALL AVAILABLE LEGAL REMEDIES FOR DAMAGE TO TOWN PROPERTY OR VIOLATION OF ANY LAWS, RULES OR CONDITIONS APPLICABLE TO USE OF TOWN PROPERTY. IN ADDITION, SUCH CONDUCT MAY RESULT IN REVOCATION OF PERMISSION AND/OR DENIAL OF FUTURE REQUESTS FOR PERMISSION TO USE TOWN PROPERTY.**


PRINT NAME: ~~Mark B. Pendleton~~ Mark B. Pendleton DATE: 12/5/18

APPLICANT SIGNATURE: 

**Town Review Staff Comments**

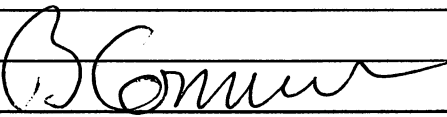
Police Chief (or designee):  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 12/18/18

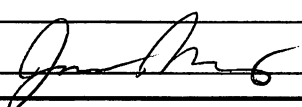
Fire Chief (or designee):  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 12-21-18

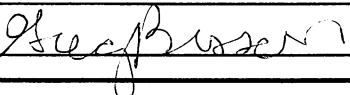
Health Officer:  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 12/21/18

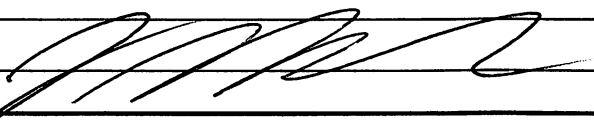
Parks/Recreation:  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 12/8/19

Public Works:  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 1-9-19

Select Board/Designee:  No Comments

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town Official Use Only:

Date Complete Application Received: \_\_\_\_\_ Final Approval Date: \_\_\_\_\_

Fee Received: \_\_\_\_\_ Check #: \_\_\_\_\_

Cleaning Deposit Received: \_\_\_\_\_ Check #: \_\_\_\_\_

*The  
Pine  
Street  
Players*  
AT CHRIST CHURCH

Town of Exeter, NH Special Events Application  
Little Women: The Musical – May 4<sup>th</sup> - 13<sup>th</sup>, 2019

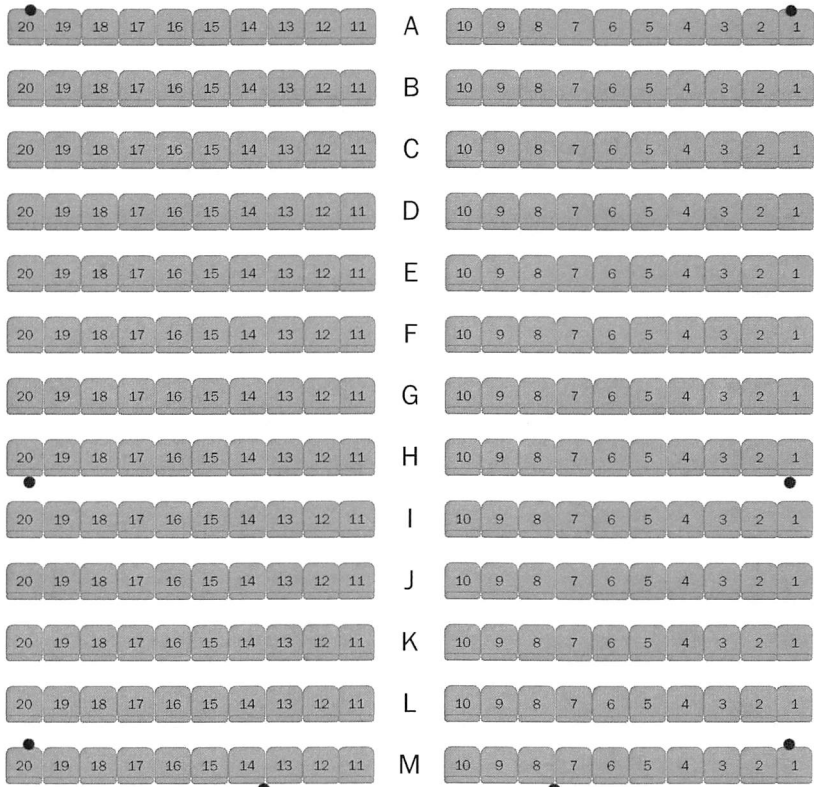
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- 1. Certificate of Insurance:** A certificate of insurance for Christ Episcopal Church, which also covers The Pine Street Players at Christ Church (PSP), will be submitted to the town by Reverend Mark Pendleton.
- 2. Site Plan:** Please see attached for a rough estimate of our layout. Some details may change during the planning process. PSP will keep the town informed of any proposed changes.
- 3. Security / Crowd Control Plan:** We are anticipating between 30-40 cast members, with a production team of about six staff members; additional volunteers will be present during “move-in” and “move-out” days. There are a maximum 260 tickets available for each performance with no standing room option, and an appropriately-sized group of PSP staff and front-of-house volunteers to assist with any of their needs. We have not needed designated security at past events of similar size.
- 4. Traffic Control / Parking Plan:** Vendors pull up alongside the left side of the building for drop-offs and pick-ups. Staff and performers often choose to park at Christ Church, located at 43 Pine Street in Exeter, and carpool to the Town Hall. Attendees utilize street parking throughout downtown.
- 5. Fire Emergency Plan:** Equipment layout and seating plans are often inspected and thusly approved by the Exeter Fire Department. Professional designers and engineers are employed to insure no faulty equipment will be utilized, outlets will not be overloaded, etc.
- 6. Ambulance / Medical Services Plan:** There is no specific plan in place for emergency services beyond calling the appropriate first responders specific to the situation. Please let us know if more attention to this is necessary.
- 7. Ticket Distribution Plan:** Tickets will be available online at PSP’s website and will be on sale one hour prior to performance times at the Town Hall box office, subject to availability. There is a will call system in place that has worked successfully in the past.
- 8. Sanitary Facilities:** All staff, cast, and attendees are notified of the public bathrooms located next to Town Hall.
- 9. Food Service Plan:** Small snacks and water bottles will be sold at a concessions table in the lobby.
- 10. Special Duty Fees:** We do not anticipate needing any reinforcements.

CENTER

Stage

PIT/Orchestra





**CHURCH INSURANCE  
COMPANY OF VERMONT  
DIOCESAN PROGRAM CERTIFICATE**

210 South Street  
P.O. Box 5000  
Bennington, Vermont 05201  
Service: 800.293.3525  
Claims: 800.223.5705

**Certificate Number:** VPP0011269

**Master Policy Number:** VPP0012405

**Diocese Number:** 281

**Participant:** Christ Church

**Diocese of:** Diocese of New Hampshire

**Mailing Address:**

43 Pine St  
Exeter, NH 03833-2720

**Agency:** CIC of Vermont

**Region:** 0102

**Service:** 1-800-293-3525

**Certificate Period:** **From:** 04/01/2018

**To:** 04/01/2019

In return for the payment of the premium and subject to all terms and conditions, we agree with you to provide the insurance as stated in your Diocesan policy.

**Description:**

**Limit:**

<b>Blanket Buildings and Contents</b>		\$172,465,100
<b>Flood</b>		Included
<b>Foreign and Domestic Terrorism</b>		Included
<b>Water Backup and Overflow</b>		\$50,000
<b>Equipment Breakdown</b>		Included
<b>Earthquake Blanket</b>		Not Applicable
<b>Fine Arts</b>		\$1,000,000
<b>Ordinance or Law</b>		\$250,000
<b>Commercial Liability</b>	<b>per Occurrence</b>	\$1,000,000
	<b>Aggregate</b>	\$5,000,000
<b>Pastoral Counseling</b>		Included
<b>Hired and Non-Owned Auto</b>		Included
<b>Products/Completed Work Liability</b>		Included
<b>Personal Injury/Advertising Injury</b>		\$1,000,000
<b>Employee Benefits Liability</b>		\$1,000,000
<b>Fire Legal Liability</b>		\$1,000,000
<b>Medical Payments</b>		\$30,000
<b>Sexual Misconduct Liability</b>	<b>per Occurrence</b>	\$1,000,000
	<b>Aggregate</b>	\$2,000,000
<b>Directors' and Officers' Liability</b>	\$1,000,000 per claim / \$1,000,000 aggregate	
<b>(including Educator's E&amp;O)</b>		
<b>and Employment Practices Liability</b>		
<b>Accident Medical Expense</b>	<b>per Occurrence</b>	\$15,000
	<b>Aggregate</b>	\$60,000

(Limits continued on next page)

(See Specific Coverage sections for complete descriptions of coverage, definitions, retentions, deductible, schedules, exclusions and limits.)

*2019 Coverage will  
be sent in before  
their event.*



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To: 04/01/2019

**Description:**

**Limit:**

**Crime Insuring Clauses**

Employee Theft Coverage	\$50,000
Premises Coverage	\$25,000
In Transit Coverage	\$25,000
Forgery Coverage	\$50,000
Computer Fraud Coverage	\$50,000
Funds Transfer Fraud Coverage	\$50,000
Money Orders and Counterfeit	
Currency Fraud Coverage	\$25,000
Credit Card Fraud Coverage	\$25,000
Client Coverage	N/A
Expense Coverage	\$10,000

(Retention of 1% of the applicable Limit applies to all Crime Coverage)

**Commercial Umbrella**

	per Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Sexual Misconduct	per Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Retained Limit (applies only to Coverage U)		\$10,000

**Underlying Insurance for Umbrella**

Commercial Liability	Church Insurance Company
Auto Liability	Any Admitted Insurer
Employers Liability Limits	Any Admitted Insurer
Directors and Officers Liability	Church Insurance Company

(See Specific Coverage sections for complete descriptions of coverage, definitions, retentions, deductible, schedules, exclusions and limits.)



**TOWN OF EXETER, NH  
EVENT APPLICATION**

**Special Event License (Reference RSA 286 1-5, Town Ordinance Chapter 807)**

The Town of Exeter requires licensing for all Special Events where the Select Board is the licensing authority. Special Event applications to the Town Manager's Office, at the Town Office.

For information or questions concerning the application call 603-778-6102 or email communitypermits@exeternh.gov.

Name of Event: Prescott Park Arts Festival Winter Show Location: Town Hall

Date(s) of Event: 11/4/19-12/18/19 Start Time: Varies End Time: Varies

Event Representative Name: Sara Martin, Production Manager

Address: 105 Marcy Street

Town: Portsmouth State: NH Zip: 03801

Phone: 603-766-2688 Email: sara@prescottpark.org

No. of Volunteers/Workers per Day: 15 # Anticipated Spectators: 250

List Vendor(s) Names: \_\_\_\_\_

Describe (in detail) the proposed event: Prescott Park Arts Festival is requesting use of the Town Hall main floor as well as the upstairs back room for our Winter Production in 2019. For the past 3 years, we have had incredibly successful holiday productions in the town hall and can't wait to return for the 4th year. We accomodate the dates for other group uses as well. There is a small concession stand and bar-liquor license as well.

- Requesting:  Town Hall  Bandstand  Art Gallery  Swasey Parkway  Senior Center  
 Fireworks/Parade  Raffle  Raynes Barn/Farm  Parks/Recreation Property  
 Road Race

Alcohol Service (See separate form)  s Permit been approved:  Yes  No

EXT V Tech/AV Services needed

Blocking Off Road(s) \_\_\_\_\_

Signboard: Plywood (2 weeks)  or  Poster (1 week)  Dates: \_\_\_\_\_

A-Frame Quantity, Dates, Location: \_\_\_\_\_

# Parking Spaces: \_\_\_\_\_ Location: \_\_\_\_\_

## Event check list

Will your event involve any of the following? (Please check all that apply)

- Food/beverage concessions/vendors/sales
- Alcoholic beverages (State NH permit required)
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance)
- Propane/Charcoal BBQ grills (inspection by Health Officer)
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector)
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire)
- Tents/canopies If so, list quantity and size \_\_\_\_\_
- Animals at the event. If so, describe \_\_\_\_\_
- Motorized Vehicles. If so, describe \_\_\_\_\_

**Other State and/or local permits (if applicable):**

- Selling/serving liquor Application
- Hawkers / Peddlers (door to door sales) Application

All applicants for Special Events need to provide written submission of the plans below. The Town staff will review your application and if additional information is required or if not enough information was supplied with this application, the Town will contact you to schedule a meeting.

**You must submit the following with this application:**

1. **Certificate of Insurance:** The Town requires liability insurance to be submitted with this completed application. Required amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town must be listed as additionally insured.
2. **Site Plan:** A drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).
3. **Security/Crowd Control Plan:** Describe the number of detail police officer(s) to manage the maximum seating capacity of indoor events or to secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.
4. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.
5. **Fire Emergency Plan:** The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.
6. **Ambulance/ Medical Service Plan:** Detail the on-site emergency medical services and transportation plan.
7. **Ticket Distribution Plan:** Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

8. **Sanitary Facilities Plan:** A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.
9. **Food Service Plan:** A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department.
10. **Special Duty Service Fees:** The application fee does not include the costs of Fire or Police protection, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

After the Event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.

A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.

BY SIGNING BELOW, I CONFIRM THAT ALL INFORMATION PROVIDED HEREIN AND IN ALL ATTACHMENTS IS TRUE AND ACCURATE, ACKNOWLEDGE THAT THIS APPLICATION WILL NOT BE REVIEWED BY THE SELECT BOARD UNTIL CONSIDERED COMPLETE BY TOWN REVIEW STAFF, AND STATE THAT ALL LIABILITY FOR THIS EVENT IS ASSUMED AND ACCEPTED BY THE APPLICANT.

PRINT NAME: Sara Martin DATE: 12/19/18

APPLICANT SIGNATURE: 

I ALSO CONFIRM THAT I AM RESPONSIBLE FOR ALL COSTS INCURRED FOR THIS EVENT INCLUDING ALL SPECIAL DUTY POLICE, FIRE AND HEALTH/SAFETY SERVICES. ALL SERVICES MUST BE PAID IN FULL UPON RECEIPT OF THE INVOICE. IF NOT PAID IN FULL, THE TOWN WILL CHARGE 2% INTEREST PER MONTH.

THE TOWN MAY REQUEST/SUE FOR LEGAL EXPENSES IF THE TOWN HAS TO GO TO COLLECTIONS FOR UNPAID AMOUNTS. I AM RESPONSIBLE FOR ALL FEES, WHICH MAY INCLUDE INTEREST, ATTORNEY AND COURT FEES.

THE TOWN RESERVES ITS RIGHTS TO PURSUE ALL AVAILABLE LEGAL REMEDIES FOR DAMAGE TO TOWN PROPERTY OR VIOLATION OF ANY LAWS, RULES OR CONDITIONS APPLICABLE TO USE OF TOWN PROPERTY. IN ADDITION, SUCH CONDUCT MAY RESULT IN REVOCATION OF PERMISSION AND/OR DENIAL OF FUTURE REQUESTS FOR PERMISSION TO USE TOWN PROPERTY.

PRINT NAME: Sara Martin DATE: 12/19/18

APPLICANT SIGNATURE: 

**Town Review Staff Comments**

**Police Chief (or designee):**  No Comments

Comments: \_\_\_\_\_

Signature: *W. [Signature]* Date: 1/4/19

**Fire Chief (or designee):**  No Comments

Comments: \_\_\_\_\_

Signature: *B. [Signature]* Date: 1-4-19

**Health Officer:**  No Comments

Comments: \_\_\_\_\_

Signature: *[Signature]* Date: 1-4-19

**Parks/Recreation:**  No Comments

Comments: \_\_\_\_\_

Signature: *[Signature]* Date: 1/7/19

**Public Works:**  No Comments

Comments: \_\_\_\_\_

Signature: *[Signature]* Date: 1-8-19

**Select Board/Designee:**  No Comments

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Town Official Use Only:**

Date Complete Application Received: \_\_\_\_\_ Final Approval Date: \_\_\_\_\_

Fee Received: \_\_\_\_\_ Check #: \_\_\_\_\_

Cleaning Deposit Received: \_\_\_\_\_ Check #: \_\_\_\_\_

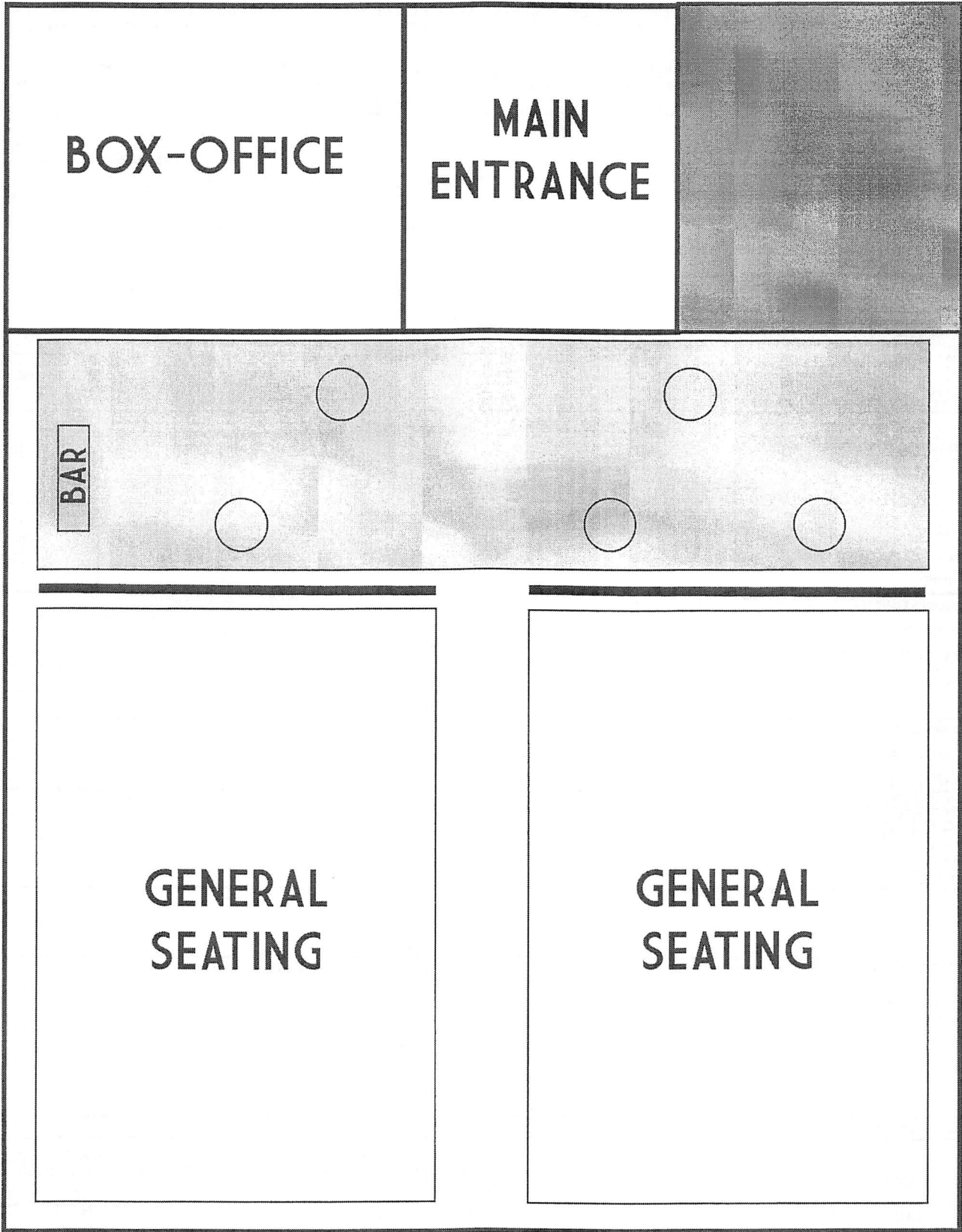
**Manner in which alcohol will be served:**

- Guest will be able to purchase and consume alcohol beverages from licenses attendants after furnishing proper ID.
- Guests will not be allowed to leave the designated area with their drinks.
- The bar will be open preshow and during intermission only. Drinks will not be sold while the show is up, nor will the bar be open once the show ends.
- Guests will be given their beverages in plasticware. No glass will be provided to guests.
- Bar attendees will not serve alcohol to anyone who is not wearing a wrist band.
- Ushers and PPAF staff will enforce the policies and procedures, including monitoring of designated and non-designated areas to ensure guests adhere to these guidelines. If any one person does not adhere to these guidelines, they will be asked to leave the performance.

### **Liquor Service- per NH Liquor Commission Standards and Guidelines**

- Alcohol may be sold and served by licensed individuals who are 21 years of age, or older.
- ID's must be checked for ALL customers at bar area. Even if a guest looks older than 21, they must provide an ID.
- Once an ID has been checked, persons purchasing alcohol will be provided a wrist band. No person without a wrist band may consume alcohol.
- Alcoholic beverages are allowed only in designated areas, per approval of the NHLC site visit on 11/30 with Director of Operations, Angela Greene.
- No alcoholic beverages will be allowed in the general seating area.
- Ushers will be monitoring the audience regularly and any person not adhering to these guidelines will be asked to leave.

Signage will be posted throughout the performance and box office areas designating the proper guidelines of consumption to guests.



**BOX-OFFICE**

**MAIN  
ENTRANCE**

**BAR**

**GENERAL  
SEATING**

**GENERAL  
SEATING**

**STAGE**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/09/18

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

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

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SMALL COMMERCIAL UNIT
	PHONE (A/C, No. Ext): 877-783-1161 FAX (A/C, No): 260-459-5870
	E-MAIL ADDRESS: SCU@KANDKINSURANCE.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: NATIONAL CASUALTY COMPANY NAIC # 11991
INSURED PRESCOTT PARK ARTS FESTIVAL, INC. P.O. BOX 4370 PORTSMOUTH, NH 03802	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 1931255

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

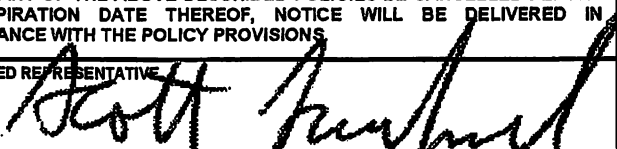
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors <input checked="" type="checkbox"/> LIQ.LIB. \$1MILLI. AGG. \$1MIL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	KKO0021724600	12:01AM 5/01/18	12:01AM 5/01/19	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 5000000 Part Igl Liab NC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			XKO0021724700	12:01AM 5/01/18	12:01AM 5/01/19	EACH OCCURRENCE 1000000 AGGREGATE 1000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED. RE: WINTER SHOW

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF EXETER 10 FRONT STREET EXETER, NH 03833	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# Town of Exeter

10 Front Street  
Exeter, NH 03833  
[sriffle@exeternh.gov](mailto:sriffle@exeternh.gov)  
603-778-0591 fax 603-777-1514

## Special One-Day Malt/Wine License Application

Name of Applicant and/or Organization Applying: Prescott Park Arts Festival  
(To appear on license)

Full Address: 105 Marcy Street Portsmouth NH 03801

Applicant's Cell Number: 603-793-2980 Organization Phone: 603-436-2848

Applicant's Email: angela@prescottpark.org Organization Email: angela@prescottpark.org

Type of Event: Holiday Musical Production Admission Fee: \$10-\$40 (free tix provided to community)

Type of Alcohol to be served:  Beer & Wine  Wine  Beer

Type of Alcohol to be tasted:  Beer & Wine  Wine  Beer

Event Date: December 6,7,8,13,14,15th 2019 Hours of Event (to & from): 12pm-9pm

Location of event within the Town:  Auditorium  Art Gallery & Backroom  Swasey Parkway

Expected number of attendees: 300-350 Age Range of Attendees: all ages, family friendly

### TOWN OF EXETER LIABILITY DISCLAIMER FOR SPECIAL ONE-DAY LICENSES

By exercising the privileges of this Special One-Day License in serving persons with alcoholic beverages, the Licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this Special One-Day License will be deemed to be acknowledgement that you are aware of this potential liability.

You are encouraged to discuss the risks associated with exercising your privileges of this Special One-Day License and the appropriate precautions to avoid injuries, damage and liability to others with your legal advisor.

The Town of Exeter and the Select Board, acting as the Local Licensing Authority, shall not be liable to the Licensee or to others if injury or damage shall result from the exercise of this Special One-Day License.

By signing this form, the Applicant acknowledges that he/she understands and will comply with all applicable liquor regulations set forth by the NH Liquor Commission and the Town of Exeter.

Angela Greene  
Applicant's Signature

12/21/2018  
Date

**REQUIRED DOCUMENTATION TO SUBMIT WITH APPLICATION:**

- Completed license application with cash/check fee, made payable to *Town of Exeter*.
- Invitation/flyer/letter of explanation regarding event.
- Certificate of Liability Insurance, providing General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000, and liquor liability with reasonable limits of coverage, except that liquor liability shall have minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, whereas the policy shall carry an endorsement that the Town of Exeter shall be notified by the insurer no less than ten days prior to the cancellation of said coverage. **The Town of Exeter must be named on the certificate as an additional insured for the event.**
- Procedures of premises of a reasonable precise nature that clearly delineates the location and manner in which Alcoholic beverages will be served, delivered, and/or dispensed.
- On a separate piece of paper, please **describe the manner in which alcohol will be served** to your guests to ensure compliance with existing laws (check IDs, table service/bar, etc.) and specify the manner by which service of such beverages, if minors are in attendance, will be controlled. Minors are not allowed within the area where alcohol beverages are dispensed.
- On a separate piece of paper, please **attach a floor plan** (8.5x11 white paper) of the event area, showing the exact location where alcoholic beverages will be delivered, served and consumed. This can be hand-drawn, if necessary.


**GUIDELINES:**

- Application for Special One-Day License must be submitted no less than two weeks prior to event.
- Application must be submitted with the one day fee of: \$200
- Malt/wine may only be served at an open bar if a bona fide invitation is received by all attendees.
- Events can only be held on day and date approved on license. No refund is possible after a Special One-Day License has been issued if not used on date specified.
- Malt/wine must be delivered the day of the event and removed from the premises after the event, by the expiration of the Special One-Day License.
- Special One-Day Licenses can only be issued for events occurring between 10:00 a.m. - 10:00 p.m., Monday -Sunday.
- No person/organization shall be granted a special license more than five (5) times in a calendar year.
- License must be posted in the most conspicuous place at the location of event.
- DO NOT allow anyone to bring their own alcoholic beverages to your event.
- Control and properly police the area where the alcoholic beverages are being dispensed. Do not permit persons to carry their alcoholic beverages outside the approved area for consumption.
- Unless waived by the Police Chief in writing, a police detail is required, beginning ½ hour prior to guest arrival and continuing until all guests have left the premises. It is the applicant's responsibility to coordinate these details. The payment of the detail is the responsibility of the applicant at applicable rates.

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*For Official Use Only*

Police Acknowledgement:

Police Chief Signature:  Date: 1/2/19

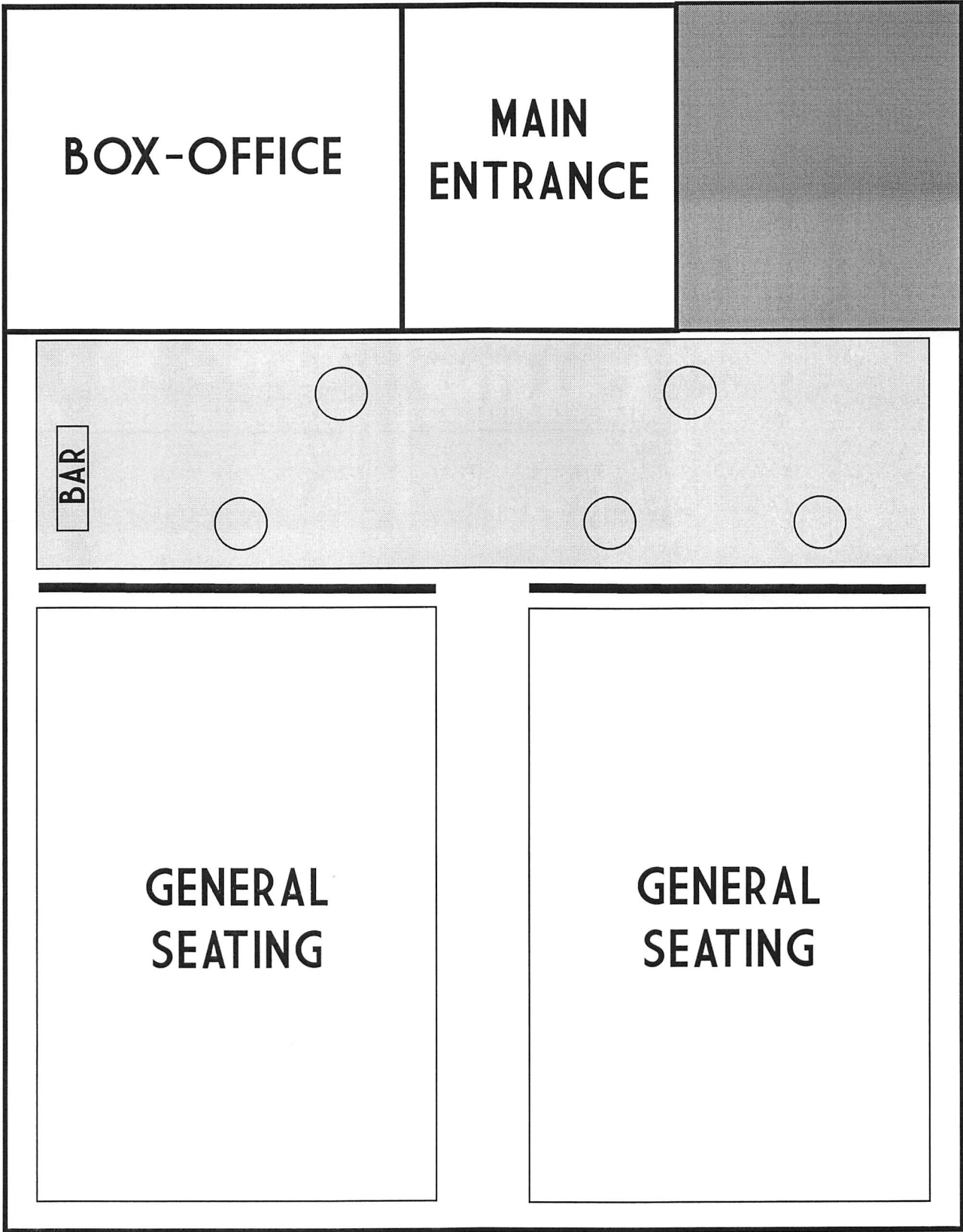
Security Concerns: No

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Select Board's Actions: (List date below)

Granted: \_\_\_\_\_ Rejected: \_\_\_\_\_

Restrictions/Conditions/Remarks: \_\_\_\_\_



**BOX-OFFICE**

**MAIN  
ENTRANCE**

**BAR**

**GENERAL  
SEATING**

**GENERAL  
SEATING**

**STAGE**

**Manner in which alcohol will be served:**

- Guest will be able to purchase and consume alcohol beverages from licenses attendants after furnishing proper ID.
- Guests will not be allowed to leave the designated area with their drinks.
- The bar will be open preshow and during intermission only. Drinks will not be sold while the show is up, nor will the bar be open once the show ends.
- Guests will be given their beverages in plasticware. No glass will be provided to guests.
- Bar attendees will not serve alcohol to anyone who is not wearing a wrist band.
- Ushers and PPAF staff will enforce the policies and procedures, including monitoring of designated and non-designated areas to ensure guests adhere to these guidelines. If any one person does not adhere to these guidelines, they will be asked to leave the performance.

### **Liquor Service- per NH Liquor Commission Standards and Guidelines**

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ACORD™

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DATE (MM/DD/YYYY)  
3/09/18

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

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

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	SMALL COMMERCIAL UNIT	
		PHONE (A/C, No. Ext):	877-783-1161	FAX (A/C, No):
		E-MAIL ADDRESS:	SCU@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	NATIONAL CASUALTY COMPANY	
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1931255 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

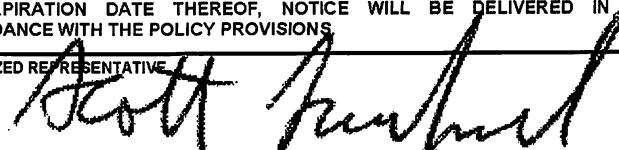
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <u>Owners &amp; Contractors</u> <input checked="" type="checkbox"/> LIQ.LIB. \$1MIL LIQ.AGG. \$1MIL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			KK00021724600	12:01AM 5/01/18	12:01AM 5/01/19	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab NC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XK00021724700	12:01AM 5/01/18	12:01AM 5/01/19	EACH OCCURRENCE 1000000 AGGREGATE 1000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED. RE: WINTER SHOW

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF EXETER 10 FRONT STREET EXETER, NH 03833	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# Town of Exeter

10 Front Street  
Exeter, NH 03833  
[sriffle@exeternh.gov](mailto:sriffle@exeternh.gov)  
603-778-0591 fax 603-777-1514

## Special One-Day Malt/Wine License Application

Name of Applicant and/or Organization Applying: Prescott Park Arts Festival + The Word  
(To appear on license)

Full Address: 105 Marcy Street Portsmouth NH 03801

Applicant's Cell Number: 603-793-2980 Organization Phone: 603-436-2848

Applicant's Email: angela@prescottpark.org Organization Email: angela@prescottpark.org

Type of Event: Concert Collaboration w/Word Barn Admission Fee: \$30

Type of Alcohol to be served:  Beer & Wine  Wine  Beer

Type of Alcohol to be tasted:  Beer & Wine  Wine  Beer

Event Date: March 2nd, 2019 Hours of Event (to & from): 630-10 pm

Location of event within the Town:  Auditorium  Art Gallery & Backroom  Swasey Parkway

Expected number of attendees: 450-500 Age Range of Attendees: all ages, family friendly

### TOWN OF EXETER LIABILITY DISCLAIMER FOR SPECIAL ONE-DAY LICENSES

By exercising the privileges of this Special License, the Applicant is potentially exposed to significant liability for injuries or damages caused by the persons served. Your acknowledgement that you are aware of this risk.

You are encouraged to discuss the risks of alcohol consumption and take appropriate precautions to avoid injuries, including not drinking and driving.

The Town of Exeter and the Select Board, its officers and employees, shall not be liable for injury or damage shall result from the exercise of this Special License.

By signing this form, the Applicant acknowledges that they understand the risks set forth by the NH Liquor Commission and the Town of Exeter.

*Board approved event on 10/29/18 when we were transitioning to the event form.*

Angela Greene  
Applicant's Signature

01/06/2019  
Date

**REQUIRED DOCUMENTATION TO SUBMIT WITH APPLICATION:**


- Completed license application with cash/check fee, made payable to *Town of Exeter*.
- Invitation/flyer/letter of explanation regarding event.
- Certificate of Liability Insurance, providing General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000, and liquor liability with reasonable limits of coverage, except that liquor liability shall have minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, whereas the policy shall carry an endorsement that the Town of Exeter shall be notified by the insurer no less than ten days prior to the cancellation of said coverage. **The Town of Exeter must be named on the certificate as an additional insured for the event.**
- Procedures of premises of a reasonable precise nature that clearly delineates the location and manner in which Alcoholic beverages will be served, delivered, and/or dispensed.
- On a separate piece of paper, please **describe the manner in which alcohol will be served** to your guests to ensure compliance with existing laws (check IDs, table service/bar, etc.) and specify the manner by which service of such beverages, if minors are in attendance, will be controlled. Minors are not allowed within the area where alcohol beverages are dispensed.
- On a separate piece of paper, please **attach a floor plan** (8.5x11 white paper) of the event area, showing the exact location where alcoholic beverages will be delivered, served and consumed. This can be hand-drawn, if necessary.

**GUIDELINES:**

- Application for Special One-Day License must be submitted no less than two weeks prior to event.
- Application must be submitted with the one day fee of: \$200
- Malt/wine may only be served at an open bar if a bona fide invitation is received by all attendees.
- Events can only be held on day and date approved on license. No refund is possible after a Special One-Day License has been issued if not used on date specified.
- Malt/wine must be delivered the day of the event and removed from the premises after the event, by the expiration of the Special One-Day License.
- Special One-Day Licenses can only be issued for events occurring between 10:00 a.m. - 10:00 p.m., Monday -Sunday.
- No person/organization shall be granted a special license more than five (5) times in a calendar year.
- License must be posted in the most conspicuous place at the location of event.
- DO NOT allow anyone to bring their own alcoholic beverages to your event.
- Control and properly police the area where the alcoholic beverages are being dispensed. Do not permit persons to carry their alcoholic beverages outside the approved area for consumption.
- Unless waived by the Police Chief in writing, a police detail is required, beginning ½ hour prior to guest arrival and continuing until all guests have left the premises. It is the applicant’s responsibility to coordinate these details. The payment of the detail is the responsibility of the applicant at applicable rates.

*For Official Use Only*

Police Acknowledgement:

Police Chief Signature:  Date: 1/17/19

Security Concerns: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Select Board's Actions:(List date below)

Granted: \_\_\_\_\_ Rejected: \_\_\_\_\_

Restrictions/Conditions/Remarks: \_\_\_\_\_



**Manner in which alcohol will be served:**

- Guest will be able to purchase and consume alcohol beverages from licensed attendants after furnishing proper ID.
- Guests will not be allowed to leave the designated area with their drinks.
- The bar will be open one hour and thirty minutes before the show opens. Drinks will not be sold once the show has concluded.
- Guests will be given their beverages in plasticware. No glass will be provided to guests.
- Bar attendants will not serve alcohol to anyone who is not wearing a wrist band.
- Ushers and PPAF staff will enforce the policies and procedures, including monitoring of designated and non-designated areas to ensure guests adhere to these guidelines. If any one person does not adhere to these guidelines, they will be asked to leave the performance.

### **Liquor Service- per NH Liquor Commission Standards and Guidelines**

- Alcohol may be sold and served by licensed individuals who are 21 years of age, or older.
- ID's must be checked for ALL customers at bar area. Even if a guest looks older than 21, they must provide an ID.
- Once an ID has been checked, persons purchasing alcohol will be provided a wrist band. No person without a wrist band may consume alcohol.
- Alcoholic beverages are allowed only in designated areas, per approval of the NHLC and Director of Operations.
- Ushers will be monitoring the audience regularly and any person not adhering to these guidelines will be asked to leave.

Signage will be posted throughout the performance and box office areas designating the proper guidelines of consumption to guests.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/09/18

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PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SMALL COMMERCIAL UNIT	
	PHONE (A/C, No. Ext): 877-783-1161 FAX (A/C, No): 260-459-5870 E-MAIL ADDRESS: SCU@KANDKINSURANCE.COM	
INSURED PRESCOTT PARK ARTS FESTIVAL, INC. P.O. BOX 4370 PORTSMOUTH, NH 03802	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY	11991
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

CERTIFICATE NUMBER: 1931252

REVISION NUMBER:

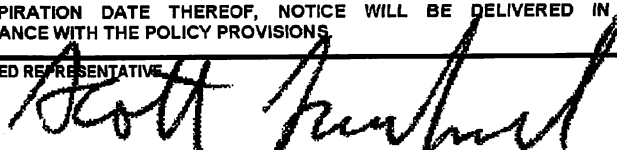
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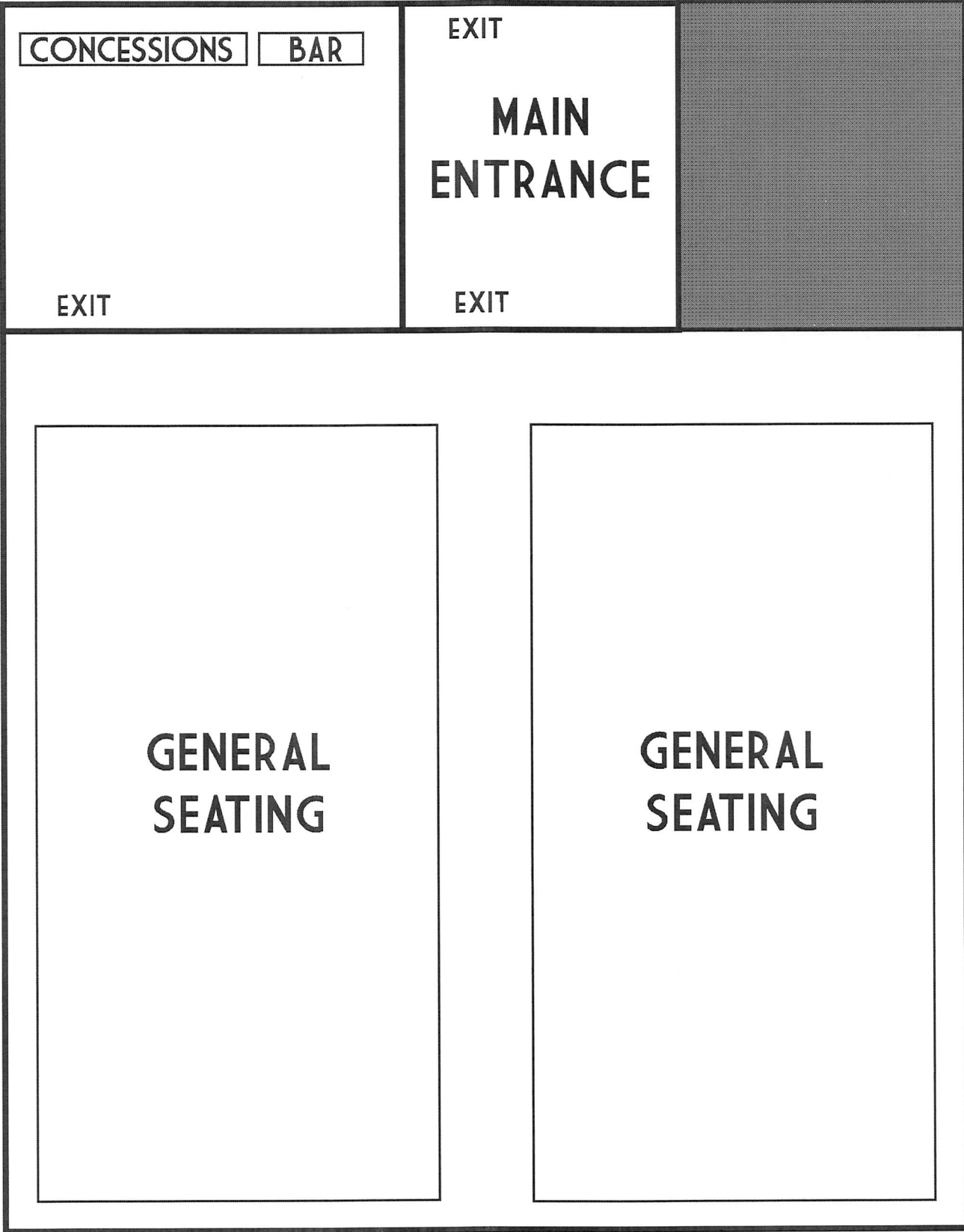
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors <input checked="" type="checkbox"/> LIO. LIB. \$1MILLIO. AGG. \$1MIL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			KKO0021724600	12:01AM 5/01/18	12:01AM 5/01/19	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 5000000 Part lgl Liab NC
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

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**CERTIFICATE HOLDER****CANCELLATION**

TOWN OF EXETER, INCLUDING ITS OFFICIALS, AGENTS, VOLUNTEERS AND EMPLOYEES 10 FRONT STREET EXETER, NH 03833	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONCESSIONS

BAR

EXIT

MAIN  
ENTRANCE

EXIT

EXIT

GENERAL  
SEATING

GENERAL  
SEATING

STAGE

EXIT

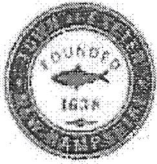
# RACHAEL & VILRAY

feat. Rachael Price of Lake Street Dive

EXETER TOWN HALL THEATRE | SATURDAY, MARCH 2

[www.brightandlyon.com](http://www.brightandlyon.com)





# Application for Town Hall Facility Use

Faxed #: 603-777-1514 or emailed: [griffie@exeternh.gov](mailto:griffie@exeternh.gov)  
Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833



# COPY

### Representative Information:

Name: Ben Anderson Address: 66 Newfields Road  
Town/State/Zip: Exeter, NH 03833 Phone: 603-244-0202  
Email: lyon@brightandlyon.com Date of Application: 10/2/2018

### Organization Information:

Name: Bright and Lyon Productions Address: 66 Newfields Road  
Town/State/Zip: Exeter, NH 03833 Phone: 603 - 244 - 0202

### Reservation Information:

Type of Assembly/Meeting: Concert Date: March 2, 2019  
Start Time: 7pm End Time: 10pm Additional time for set-up/clean-up: 11am  
# of tables: 4 # of chairs: 200  
List materials being used for this event: n/a  
Will food/beverages be served? yes Description: light snacks and drinks

Requirements: *\* please note only one date will be used, depending on performer availability. Thanks!*

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 \$30 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: [Signature] Date: 10/2/18

Authorized by the Select Board /Designer: [Signature] Date: 10/29/18

Office Use Only:  
Liability Insurance: On file  In process   
Fee: Paid  Will pay by \_\_\_\_\_ Non-profit fee waiver form submitted

**TOWN OF EXETER, NH  
EVENT APPLICATION**

Special Event License (Reference RSA 286 1-5, Town Ordinance Chapter 807)

The Town of Exeter requires licensing for all Special Events where the Select Board is the licensing authority. Special Event applications to the Town Manager's Office, at the Town Office.

For information or questions concerning the application call 603-778-6102 or email communitypermits@exeternh.gov.

Name of Event: Seacoast Artist Assoc. Annual Member Awards Show Location: Town Hall Gallery

Date(s) of Event: Nov 2, 3, 9, 10 Start Time: 12 End Time: 4

Dropoff of art Oct 30 4-6. Reception + Awards Nov. 1 4-7  
Event Representative Name: Mary Jane Solomon

Address: 8 Hilliard Road

Town: Kensington, NH State: NH Zip: 03833

Phone: 603-778-3910 Email: lostmarbles01@yahoo.com

No. of Volunteers/Workers per Day: 4 # Anticipated Spectators: 200 over the course of the show

List Vendor(s) Names: \_\_\_\_\_

Describe (in detail) the proposed event: SAA holds an annual awards show for members only. Members are invited to submit up to 2 pieces. Drop off Oct. 30 4-6 p.m. Show is Judged Oct 31<sup>st</sup>. Opening reception and awards presentation Nov. 1<sup>st</sup> 4-7 p.m. Art Show open Nov 2, 3, 9, 10 from 12-4. Approx 60 artists participate. \$10 entry fee to pay judge, facilities fee, reception supplies. 25% commission on sales goes directly into SAA Scholarship for local H.S. seniors going on to further their education in the arts. SAA does not profit from this.

Requesting:  Town Hall  Bandstand  Art Gallery  Swasey Parkway  Senior Center  
 Fireworks/Parade  Raffle  Raynes Barn/Farm  Parks/Recreation Property  
 Road Race

Alcohol Service (See separate form) Has Permit been approved:  Yes  No

EXTV Tech/AV Services needed

Blocking Off Road(s) \_\_\_\_\_

Signboard: Plywood (2 weeks)  or  Poster (1 week)  Dates: Gallery Sandwich Board when show is open

A-Frame Quantity, Dates, Location: \_\_\_\_\_

# Parking Spaces: \_\_\_\_\_ Location: \_\_\_\_\_

## Event check list

Will your event involve any of the following? (Please check all that apply)

- Food/beverage concessions/vendors/sales
- Alcoholic beverages (State NH permit required)
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance)
- Propane/Charcoal BBQ grills (inspection by Health Officer)
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector)
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire)
- Tents/canopies If so, list quantity and size \_\_\_\_\_
- Animals at the event. If so, describe \_\_\_\_\_
- Motorized Vehicles. If so, describe \_\_\_\_\_

Other State and/or local permits (if applicable):

- Selling/serving liquor [Application](#)
- Hawkers/Peddlers (door to door sales) [Application](#)

All applicants for Special Events need to provide written submission of the plans below. The Town staff will review your application and if additional information is required or if not enough information was supplied with this application, the Town will contact you to schedule a meeting.

You must submit the following with this application:

1. **Certificate of Insurance:** The Town requires liability insurance to be submitted with this completed application. Required amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town must be listed as additionally insured.  
*Currently on file. Renews in May.*
2. **Site Plan:** A drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).
3. **Security/Crowd Control Plan:** Describe the number of detail police officer(s) to manage the maximum seating capacity of indoor events or to secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event. *will only use the gallery and panels provided. NA*
4. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles. *NA*
5. **Fire Emergency Plan:** The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.
6. **Ambulance/ Medical Service Plan:** Detail the on-site emergency medical services and transportation plan. *75 would be the highest estimated number in the gallery at one time. NA*
7. **Ticket Distribution Plan:** Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event. *NA*



- 8. **Sanitary Facilities Plan:** A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event. NA
- 9. **Food Service Plan:** A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. NA
- 10. **Special Duty Service Fees:** The application fee does not include the costs of Fire or Police protection, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

After the Event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.

A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.

BY SIGNING BELOW, I CONFIRM THAT ALL INFORMATION PROVIDED HEREIN AND IN ALL ATTACHMENTS IS TRUE AND ACCURATE, ACKNOWLEDGE THAT THIS APPLICATION WILL NOT BE REVIEWED BY THE SELECT BOARD UNTIL CONSIDERED COMPLETE BY TOWN REVIEW STAFF, AND STATE THAT ALL LIABILITY FOR THIS EVENT IS ASSUMED AND ACCEPTED BY THE APPLICANT.

PRINT NAME: Mary Jane Solomon DATE: 12-10-15

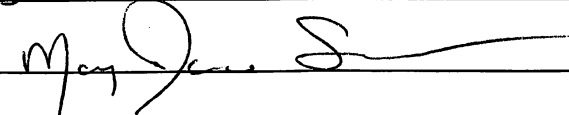
APPLICANT SIGNATURE: 

I ALSO CONFIRM THAT I AM RESPONSIBLE FOR ALL COSTS INCURRED FOR THIS EVENT INCLUDING ALL SPECIAL DUTY POLICE, FIRE AND HEALTH/SAFETY SERVICES. ALL SERVICES MUST BE PAID IN FULL UPON RECEIPT OF THE INVOICE. IF NOT PAID IN FULL, THE TOWN WILL CHARGE 2% INTEREST PER MONTH.

THE TOWN MAY REQUEST/SUE FOR LEGAL EXPENSES IF THE TOWN HAS TO GO TO COLLECTIONS FOR UNPAID AMOUNTS. I AM RESPONSIBLE FOR ALL FEES, WHICH MAY INCLUDE INTEREST, ATTORNEY AND COURT FEES.

THE TOWN RESERVES ITS RIGHTS TO PURSUE ALL AVAILABLE LEGAL REMEDIES FOR DAMAGE TO TOWN PROPERTY OR VIOLATION OF ANY LAWS, RULES OR CONDITIONS APPLICABLE TO USE OF TOWN PROPERTY. IN ADDITION, SUCH CONDUCT MAY RESULT IN REVOCATION OF PERMISSION AND/OR DENIAL OF FUTURE REQUESTS FOR PERMISSION TO USE TOWN PROPERTY.


PRINT NAME: Mary Jane Solomon DATE: 12-10-15

APPLICANT SIGNATURE: 

**Town Review Staff Comments**

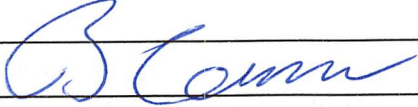
Police Chief (or designee):  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 1/11/19

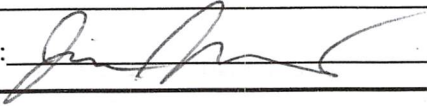
Fire Chief (or designee):  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 1-15-19

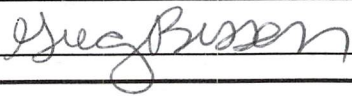
Health Officer:  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 1/15/19

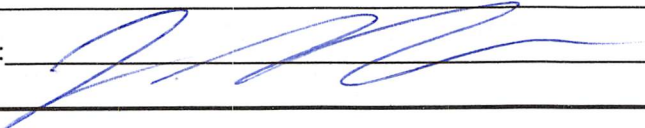
Parks/Recreation:  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 1/17/19

Public Works:  No Comments

Comments: \_\_\_\_\_

Signature:  Date: 2-5-19

Select Board/Designee:  No Comments

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town Official Use Only:

Date Complete Application Received: \_\_\_\_\_ Final Approval Date: \_\_\_\_\_

Fee Received: \_\_\_\_\_ Check #: \_\_\_\_\_

Cleaning Deposit Received: \_\_\_\_\_ Check #: \_\_\_\_\_



# Memo

Date: February 21, 2019

To: Select Board

From: Sheri Riffle

Just to clarify, the attached applications for Swag on Swasey is to request two different types of events. One is for Swag on Swasey-Antiques and the other is Swag on Swasey-Craft Fair.

Beth Dupell has requested the following dates for the Antiques:

Saturday, April 27, 2019	6 am - 5 pm
Saturday, May 25, 2019	6 am - 5 pm
Saturday, June 22, 2019	6 am - 5 pm
Saturday, July 27, 2019	6 am - 5 pm
Saturday, August 24, 2019	6 am - 5 pm
Saturday, September 28, 2019	6 am - 5 pm
Saturday, October 12, 2019	6 am - 5 pm

The dates for the Craft Fair are:

Saturday, July 13, 2019	8:30 am - 6 pm
Saturday, September 14, 2019	8:30 am - 6 pm

**TOWN OF EXETER, NH  
EVENT APPLICATION**

**Special Event License (Reference RSA 286 1-5, Town Ordinance Chapter 807)**

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For information or questions concerning the application call 603-778-6102 or email [communitypermits@exeternh.gov](mailto:communitypermits@exeternh.gov).

Name of Event: Swag on Swasey - Antiques/Collectibles Location: Swasey Parkway

Date(s) of Event: 4/27/19, 5/25/19, 6/22/19, 7/27/19 Start Time: 6:00am End Time: 5:00pm

Event Representative Name: Beth Dupell

Address: 20 Water Street, Rear

Town: Exeter State: NH Zip: 03833

Phone: 6034274447 Email: beth@ecm-design.com

No. of Volunteers/Workers per Day: 2-5 # Anticipated Spectators: 1,000

List Vendor(s) Names: we won't know until the day of the event

Describe (in detail) the proposed event: \_\_\_\_\_

Antique, vintage, and collectible dealers from several New England states join us on the Parkway to sell (and sometimes buy) their wares. We have on average 20 dealers depending upon the weather. We've had as few as seven and as many as 35 on a given day. We often have a local nonprofit that we feature at the market as well. This event continues to draw people to Exeter who don't often visit this amazing town. These Saturdays are an economic boost for the local businesses.

Requesting:  Town Hall  Bandstand  Art Gallery  Swasey Parkway  Senior Center  
 Fireworks/Parade  Raffle  Raynes Barn/Farm  Parks/Recreation Property  
 Road Race

Alcohol Service (See separate form) Has Permit been approved:  Yes  No

EXT V Tech/AV Services needed

Blocking Off Road(s) Swasey Parkway

Signboard: Plywood (2 weeks)  or Poster (1 week)  Dates: \_\_\_\_\_

A-Frame Quantity, Dates, Location: approx. 12 yard signs in town go out Thursday picked up by Sunday.

# Parking Spaces: \_\_\_\_\_ Location: \_\_\_\_\_

## Event check list

Will your event involve any of the following? (Please check all that apply)

- Food/beverage concessions/vendors/sales if food/bev vendor they need to secure their own paperwork through the Town.
- Alcoholic beverages (State NH permit required)
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance)
- Propane/Charcoal BBQ grills (inspection by Health Officer)
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector)
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire)
- Tents/canopies If so, list quantity and size \_\_\_\_\_
- Animals at the event. If so, describe \_\_\_\_\_
- Motorized Vehicles. If so, describe dealer vehicles are on the parkway (similar to Farmers' Market)

Other State and/or local permits (if applicable):

- Selling/serving liquor Application
- Hawkers/Peddlers (door to door sales) Application

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You must submit the following with this application:

1. **Certificate of Insurance:** The Town requires liability insurance to be submitted with this completed application. Required amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town must be listed as additionally insured. To come from Foy.
2. **Site Plan:** A drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years). Attached
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After the Event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.

A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.

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PRINT NAME: Beth A. Dupell DATE: 2.11.19

APPLICANT SIGNATURE: 

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Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Comments: \_\_\_\_\_  
\_\_\_\_\_

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Comments: \_\_\_\_\_  
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Select Board/Designee:  No Comments

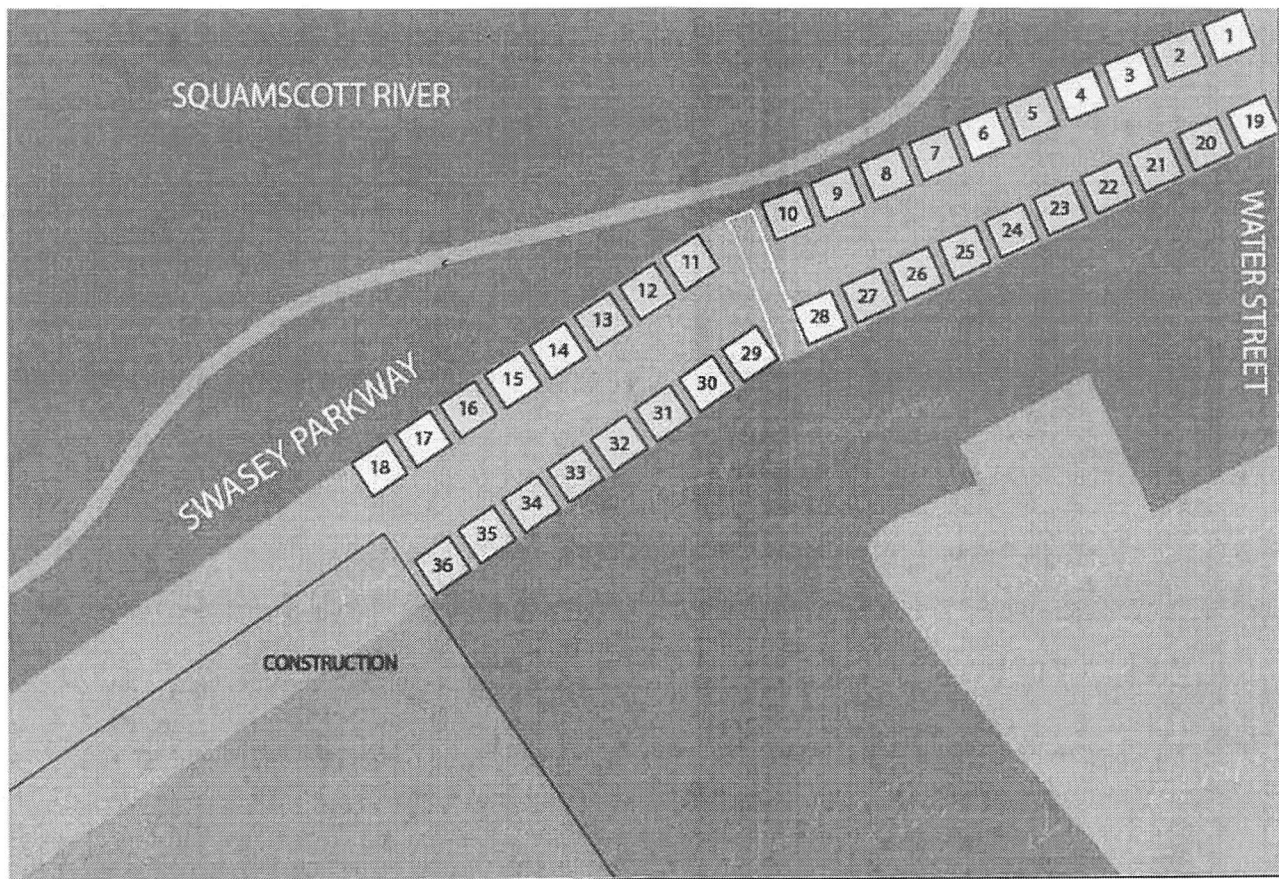
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The map was taken off of the Farmers' Market website as it still identifies last year's construction layout.

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Name of Event: Swag on Swasey - Antiques/Collectibles Location: Swasey Parkway

Date(s) of Event: 8/24/19, 9/28/19, 10/12/19 Start Time: 6:00am End Time: 5:00pm

Event Representative Name: Beth Dupell

Address: 20 Water Street, Rear

Town: Exeter State: NH Zip: 03833

Phone: 6034274447 Email: beth@ecm-design.com

No. of Volunteers/Workers per Day: 2-5 # Anticipated Spectators: 1,000

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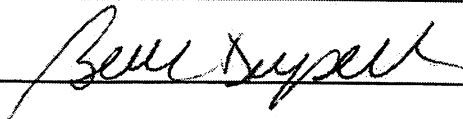
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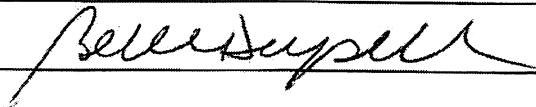
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Comments: \_\_\_\_\_  
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Comments: \_\_\_\_\_  
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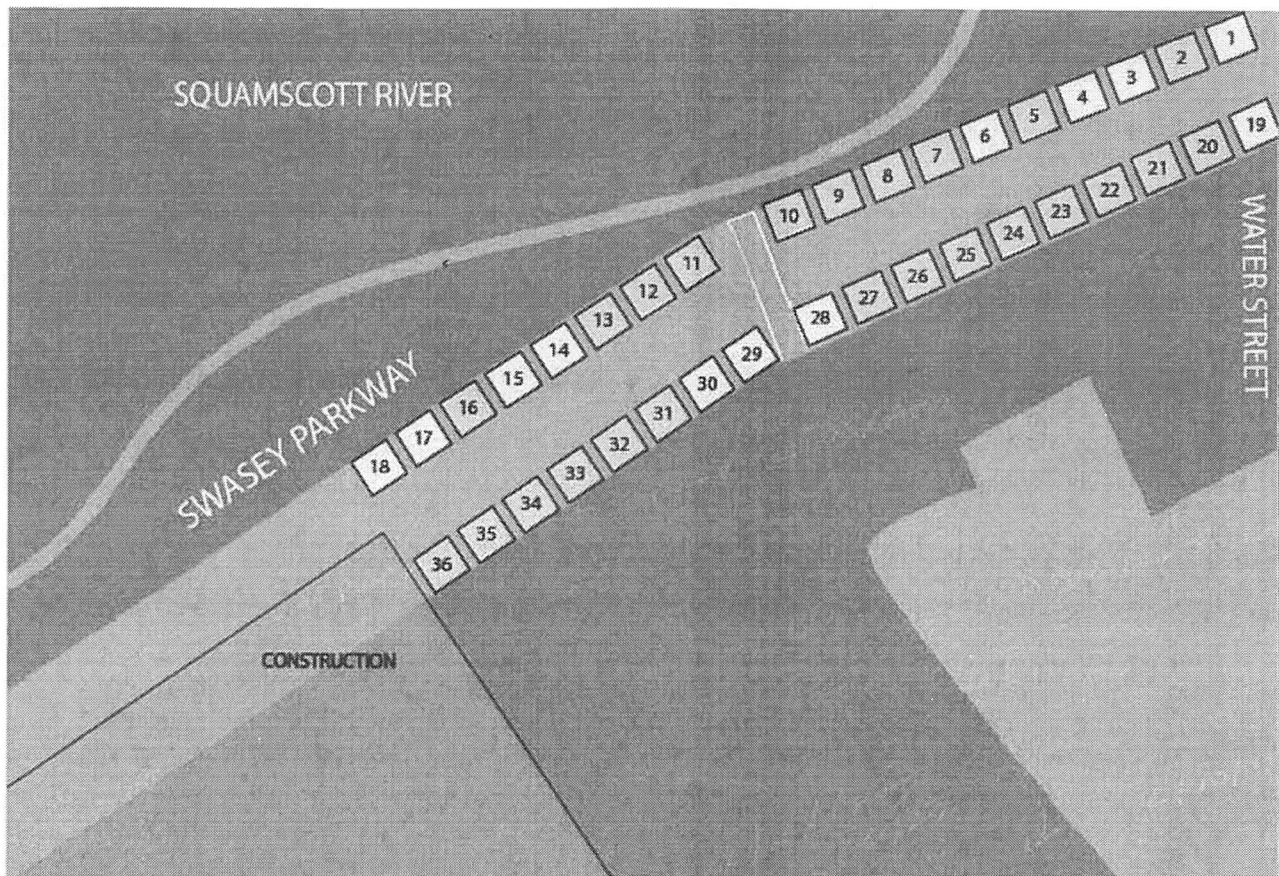
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For information or questions concerning the application call 603-778-6102 or email [communitypermits@exeternh.gov](mailto:communitypermits@exeternh.gov).

Name of Event: Swag on Swasey - Craft Fair Location: Swasey Parkway

Date(s) of Event: Saturday, July 13, 2019 Start Time: 8:30am End Time: 6:00pm

Event Representative Name: Beth Dupell

Address: 20 Water Street, Rear

Town: Exeter State: NH Zip: 03833

Phone: 6034274447 Email: beth@ecm-design.com

No. of Volunteers/Workers per Day: 2-5 # Anticipated Spectators: 500

List Vendor(s) Names: we won't know until the day of the event

Describe (in detail) the proposed event: \_\_\_\_\_

Over the past 2 years I have had several crafters request that I host a market for them. As you probably have noticed, most craft fairs occur in the fall but crafters are busy all year long, so they would love to have some fairs during the summer months. It would operate similar to the antiques market but I would probably require "pre-registration" as that is the process they are most familiar with.

Requesting:  Town Hall  Bandstand  Art Gallery  Swasey Parkway  Senior Center  
 Fireworks/Parade  Raffle  Raynes Barn/Farm  Parks/Recreation Property  
 Road Race

Alcohol Service (See separate form) Has Permit been approved:  Yes  No

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PRINT NAME: Beth A. Dupell DATE: 2.11.19

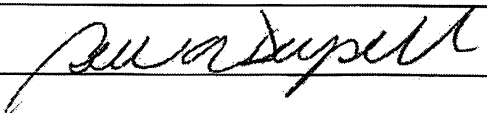
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THE TOWN RESERVES ITS RIGHTS TO PURSUE ALL AVAILABLE LEGAL REMEDIES FOR DAMAGE TO TOWN PROPERTY OR VIOLATION OF ANY LAWS, RULES OR CONDITIONS APPLICABLE TO USE OF TOWN PROPERTY. IN ADDITION, SUCH CONDUCT MAY RESULT IN REVOCATION OF PERMISSION AND/OR DENIAL OF FUTURE REQUESTS FOR PERMISSION TO USE TOWN PROPERTY.

PRINT NAME: Beth A. Dupell DATE: 2.11.19

APPLICANT SIGNATURE: 



**Town Review Staff Comments**

Police Chief (or designee):  No Comments

Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fire Chief (or designee):  No Comments

Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Health Officer:  No Comments

Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parks/Recreation:  No Comments

Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Public Works:  No Comments

Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Select Board/Designee:  No Comments

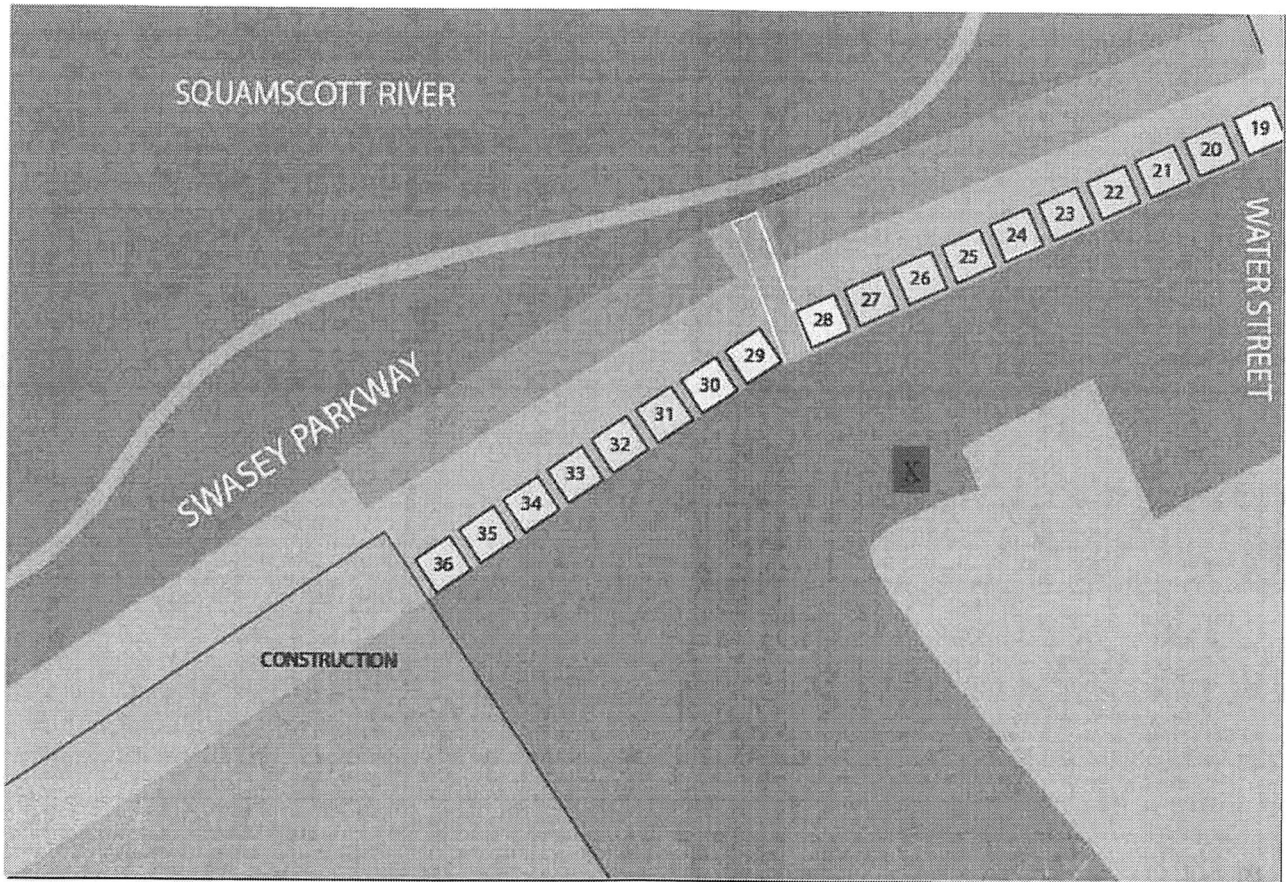
Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town Official Use Only:

Date Complete Application Received: \_\_\_\_\_ Final Approval Date: \_\_\_\_\_

Fee Received: \_\_\_\_\_ Check #: \_\_\_\_\_

Cleaning Deposit Received: \_\_\_\_\_ Check #: \_\_\_\_\_



This map is from the Exeter Farmers' Market website (still identifying the 2018 construction).

The craft fair would be set-up with the crafters all on one side of the parkway. Their vehicles would not remain with them but be at the Newields end of the Parkway while the fair was in progress.

Crafters would do their staging in the roadway.

The Farmers' Market has rented out the use of their port-a-pottie the past two years to our Swag dealers. I am optimistic I can negotiate a similar arrangement for the craft fairs. Port-a-pottie location is the X.

**TOWN OF EXETER, NH  
EVENT APPLICATION**

**Special Event License (Reference RSA 286 1-5, Town Ordinance Chapter 807)**

The Town of Exeter requires licensing for all Special Events where the Select Board is the licensing authority. Special Event applications to the Town Manager's Office, at the Town Office.

For information or questions concerning the application call 603-778-6102 or email [communitypermits@exeternh.gov](mailto:communitypermits@exeternh.gov).

Name of Event: Swag on Swasey - Craft Fair Location: Swasey Parkway

Date(s) of Event: Saturday, Sept 14, 2019 Start Time: 8:30am End Time: 6:00pm

Event Representative Name: Beth Dupell

Address: 20 Water Street, Rear

Town: Exeter State: NH Zip: 03833

Phone: 6034274447 Email: beth@ecm-design.com

No. of Volunteers/Workers per Day: 2-5 # Anticipated Spectators: 500

List Vendor(s) Names: we won't know until the day of the event

Describe (in detail) the proposed event: \_\_\_\_\_

Over the past 2 years I have had several crafters request that I host a market for them. As you probably have noticed, most craft fairs occur in the fall but crafters are busy all year long, so they would love to have some fairs during the summer months. It would operate similar to the antiques market but I would probably require "pre-registration" as that is the process they are most familiar with.

Requesting:  Town Hall  Bandstand  Art Gallery  Swasey Parkway  Senior Center  
 Fireworks/Parade  Raffle  Raynes Barn/Farm  Parks/Recreation Property  
 Road Race

Alcohol Service (See separate form) Has Permit been approved:  Yes  No

EXT V Tech/AV Services needed

Blocking Off Road(s) Swasey Parkway

Signboard: Plywood (2 weeks)  or Poster (1 week)  Dates: \_\_\_\_\_

A-Frame Quantity, Dates, Location: approx. 12 yard signs in town go out Thursday picked up by Sunday.

# Parking Spaces: \_\_\_\_\_ Location: \_\_\_\_\_

## Event check list

Will your event involve any of the following? (Please check all that apply)

- Food/beverage concessions/vendors/sales if food/bev vendor they need to secure their own paperwork through the Town.
- Alcoholic beverages (State NH permit required)
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance)
- Propane/Charcoal BBQ grills (inspection by Health Officer)
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector)
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire)
- Tents/canopies If so, list quantity and size \_\_\_\_\_
- Animals at the event. If so, describe \_\_\_\_\_
- Motorized Vehicles. If so, describe craft vehicles would be on the Newfields end of the parkway.

Other State and/or local permits (if applicable):

- Selling/serving liquor Application
- Hawkers/Peddlers (door to door sales) Application

All applicants for Special Events need to provide written submission of the plans below. The Town staff will review your application and if additional information is required or if not enough information was supplied with this application, the Town will contact you to schedule a meeting.

You must submit the following with this application:

1. **Certificate of Insurance:** The Town requires liability insurance to be submitted with this completed application. Required amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town must be listed as additionally insured. **To come from Foy.**
2. **Site Plan:** A drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years). **Attached**
3. **Security/Crowd Control Plan:** Describe the number of detail police officer(s) to manage the maximum seating capacity of indoor events or to secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.
4. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.
5. **Fire Emergency Plan:** The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.
6. **Ambulance/ Medical Service Plan:** Detail the on-site emergency medical services and transportation plan.
7. **Ticket Distribution Plan:** Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.


8. **Sanitary Facilities Plan:** A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event. We contract use of the Farmers' Market port-a-pottie.
9. **Food Service Plan:** A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department.
10. **Special Duty Service Fees:** The application fee does not include the costs of Fire or Police protection, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

After the Event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.

A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.

BY SIGNING BELOW, I CONFIRM THAT ALL INFORMATION PROVIDED HEREIN AND IN ALL ATTACHMENTS IS TRUE AND ACCURATE, ACKNOWLEDGE THAT THIS APPLICATION WILL NOT BE REVIEWED BY THE SELECT BOARD UNTIL CONSIDERED COMPLETE BY TOWN REVIEW STAFF, AND STATE THAT ALL LIABILITY FOR THIS EVENT IS ASSUMED AND ACCEPTED BY THE APPLICANT.

PRINT NAME: Beth A. Dupell DATE: 2.11.19

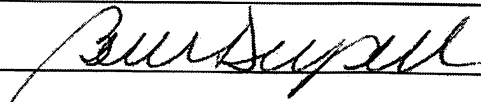
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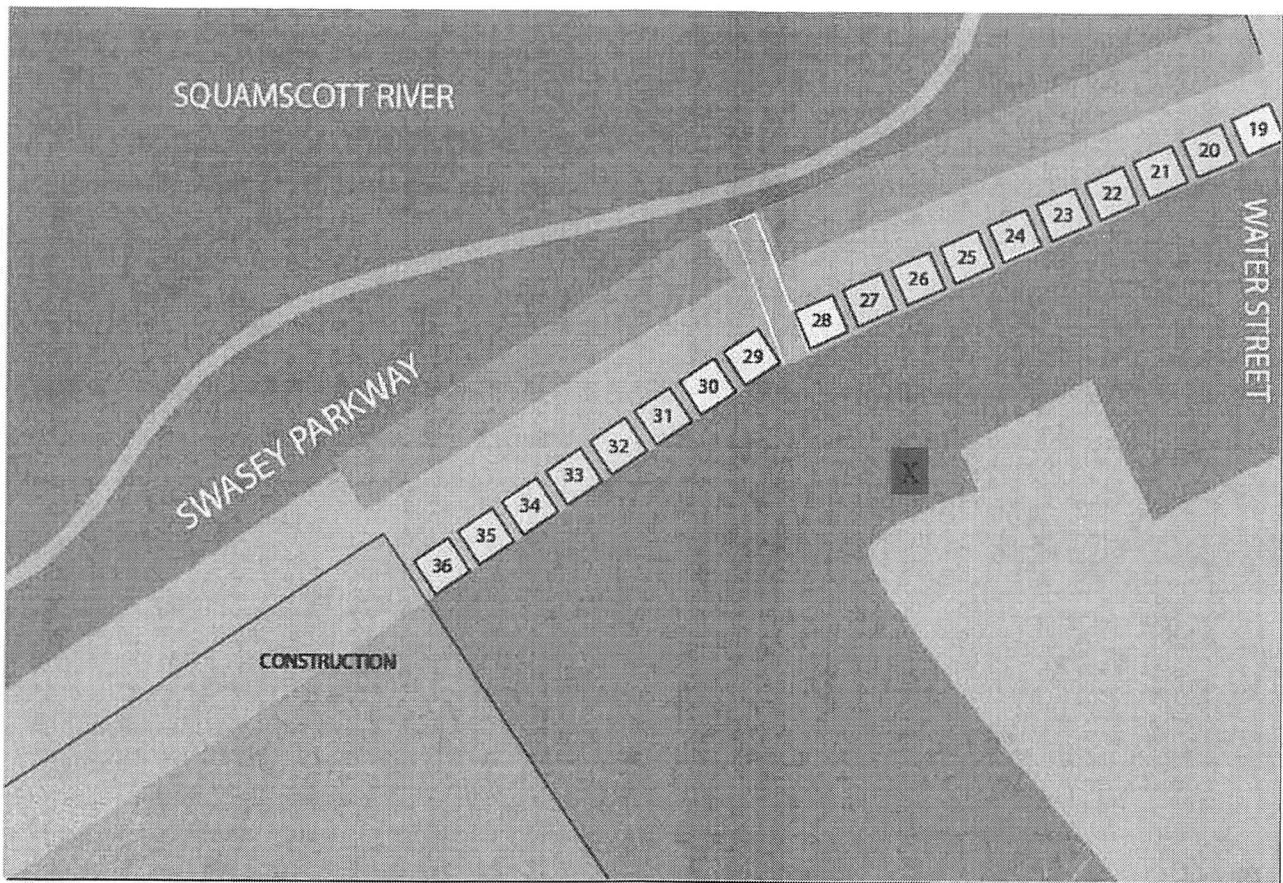
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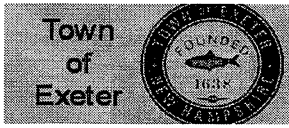
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**CORRESPONDENCE**





Russ Dean &lt;rdean@exeternh.gov&gt;

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## Note from Paul Royal RE: Select Board Meeting of Feb 11, 2019

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Paul W. Royal &lt;pwroyal17@gmail.com&gt;

Wed, Feb 13, 2019 at 12:43 PM

To: "To:" &lt;dclement@exeternh.gov&gt;, kcorson@exeternh.gov, Molly Cowan &lt;mcowan@exeternh.gov&gt;,

jgilman@exeternh.gov, asurman@exeternh.gov, Russ Dean &lt;rdean@exeternh.gov&gt;

Cc: PGScafidi@comcast.net

Good Afternoon,

First, as I frequently do, I would like to thank each of you for your dedication to my adopted home town of Exeter. It is greatly appreciated. My father was an elected official on the town electric (MMEWC) and water commission for two decades in North Attleboro, MA. It was one of the many things that made me proud of my Dad.

As you know, while I am not an elected official, I take great interest in how our town works, and the role each our elected officials, volunteers, and employees play. I enjoy interacting with those, like each of you, that seek out constant improvement. The challenges you face are too numerous to enumerate, but I have developed a keen appreciation for the work that you do. I enjoy my role as a citizen who has made an effort to understand a bit more about how things actually work. In life I am both quick to criticize, a fault perhaps, but I believe I am equally quick to praise.

I am writing today to convey that I was troubled by some of what I witnessed on Monday night. I frequently find myself engaged with other citizens in town discussing the topics of the day that concern Exeter. I am likely more aware of a number of things than your average resident. It is always my hope that my engagement with the town results in some small benefit even if it is only an arms length insight into what people may be thinking outside of the Nowak room. Listening to feedback from the townspeople is part of the formula to the constant improvement we all seek.

Most of what I witnessed at Monday night's meeting was done very well as usual. Given what some might say were contentious subjects I believe the Chair did an especially good job of running the meeting and sending a clear message that participants were kept on point. In fact, I myself have been thankful for this guidance quite recently.

My concern on Monday night was what I and others perceived as a questioning of how Paul Scafidi may have handled parts of the deliberative session, namely that an impression was given that there was a loss of control, custody, or worse during the balloting process.

In my mind, and in the mind of others I have spoken to it was inappropriate to "muddy the water" when it was clear that there was nothing more than conjecture that "something" was amiss. I found it very troubling that any Select Board member would take the risk of publicly questioning the actions taken by our town moderator without something more definitive or a complete and detailed explanation of what occurred. Further, under the threat of legal action, this unnecessarily could have or could even still put the town at risk. Perhaps I am unaware of other communications that may have taken place prior to Monday night regarding Mr. Scafidi and the voting at deliberative session. If there were concerns it is my opinion that they should have been resolved prior to Monday night, perhaps even in executive session if appropriate.

I do not know Mr. Scafidi personally except in his role as town moderator. What I do know is this. Year after year it seems to me he has done an excellent job in making sure that our meetings are professionally conducted. Year after year I am pleased to see a polling place filled with hard working people that all seem to be happy doing their work. When I bring my 90 year old Mom to vote she is welcome and well accommodated even though she is legally blind. When Mr. Scafidi speaks to people that aren't abiding by the rules outside or inside of the polls he seems to be respected by all even though hardly any of us like to be told what to do. It has also been my experience that Mr. Scafidi can be depended upon year after year to show both neutrality and patience with those who may be unfamiliar with the formal processes over which he has so much responsibility. It has occurred to me that if you haven't at least met Mr. Scafidi on a couple of occasions you're probably not at all engaged in the town of Exeter. In many ways he is the local keeper and protector of one of our greatest freedoms.

Lastly, and this is important. This letter is not being sent because I am a cheerleader for Mr. Scafidi, but because I am a cheerleader for all those who have stepped up to do their part in helping Exeter be a town we can continue to take pride in.

The main thrust of this letter is that I wish to urge the Select Board and others that are rightly held to a higher standard to be extremely cautious in their open criticisms about any of our public servants. Unfortunately there have been other

incidents where Select Board members past and present have not shown such caution, some so egregious that pointing them out would be tantamount to finger pointing and I think it unnecessary. Words matter, and we all know full well that a greatly uninformed electorate may get a quick impression of a public servant that is incorrect or unduly biased.

In closing, I wish to reiterate that I appreciate what each of you do, your commitment, and your hard work. Please do not take this letter for anything else than it is, a reminder to all of us, including myself, that the desire and noble cause of seeking constant improvement is paved with the hazards of errors. We can only collectively hope that we learn from them.

Sincerely, your fellow citizen,

Paul Royal

**Click Here To Visit The Art and Science Photography Website**  
**[ArtandSciencePhoto@gmail.com](mailto:ArtandSciencePhoto@gmail.com)**

 <p><b>Art &amp; Science</b> THE ART OF CAPTURING LIFE AS IT HAPPENS THE SCIENCE OF PHOTOGRAPHY</p> <p>ARTANDSCIENCEPHOTO.COM      PHOTOGRAPHY BY PAUL ROYAL ARTANDSCIENCEPHOTO@GMAIL.COM      603-800-7805</p>	<p><b>Art &amp; Science Photography</b> Paul Royal, Photographer</p> <p>Portraiture of Families and Children Architecture and Real Estate for Realtors Special Occasions: Graduation Engagements....</p>  <p>Scan to view the Art and Science Photography Website</p> <p>Custom Packages of Your Adventures</p> <p>Always Competitively Priced and Professional</p>
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January 14, 2019

This is an Open Letter to the Select Board of Exeter.

Subject: Fees or Rent of Town Facilities.

Every Year the Voters of the Town of Exeter are asked to approve the Funds to support The Meals on Wheels program. And every Year this is approved.

I feel the Meals on Wheels Program is not only a Non-Profit, But a Senior Citizen Service Program that helps with Nutrition and Wellness Checks to our seniors that needs this help. And should be exempt from fees for the use of the Senior Center to run, this program is not an Event. But the real reason the Senior Center was established in the first place, to support our seniors.

To charge a taxpayers supported program a user fee amounts to giving away from one hand And taking it back with the other hand?

Thank You



William Baptiste

Exeter Resident

And next Meals on Wheels generation

*Town Manager's Office*

**FEB 13 2019**

*Received*



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

February 19, 2019

The Town of Exeter, New Hampshire  
Exeter Public Works Department  
Attn: Jennifer Perry, Public Works Director  
13 Newfields Road  
Exeter, NH 03833

Re: Docket No. 17-004 WD Administrative Order by Consent – Progress Report  
Exeter Water Department Water System (Public Water System #0801010)

Dear Ms. Perry,

On January 31, 2019, the Department of Environmental Services (“DES”) received a Progress Letter Report from you on behalf of the Exeter Water Department Water System (“Water System”). In the report, you addressed the actions taken thus far and the proposed actions to be implemented to resolve the Disinfection Byproducts (“DBP”) violations within the Water System so as to comply with Administrative Order by Consent No. 17-004 WD (“the Order”), executed April 14, 2017. In the Order, compliance with DBP requirements is targeted for April 15, 2019.

In the report, you addressed that the proposed chloramination systems at both treatment facilities should be installed and operational by April 2, 2019. Thus, due to how maximum contaminant levels for DBPs are calculated, compliance with the April 15, 2019 deadline will not be achieved. However, DES is encouraged that compliance should be achieved, by your best professional judgement, by Quarter 4 of 2019.

DES looks forward to cooperatively working with you and the Water System and resolving the DBP violations. If you have any questions or comments, please contact me directly at (603) 271-5109 or by e-mail at [Eric.Skoglund@des.nh.gov](mailto:Eric.Skoglund@des.nh.gov).

Sincerely,

Eric Skoglund  
Enforcement Section  
Drinking Water and Groundwater Bureau

cc: Russell Dean, Exeter Town Manager  
Paul Roy, Primary Operator  
File

cc: Cindy Klevens, DES/DWGB  
Rick Skarinka, DES/DWGB



February 14, 2019

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

**Re: Xfinity TV Channel Updates**

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed with Xfinity TV changes and enhancements. Below we share details regarding new programming that we are launching, the drop of channels from our line-up, and a general reminder about expiring programming contracts.

**New Channel Effective April 12, 2019**

For our customers who subscribe to the Xfinity Latino package, in April we will begin offering a new Spanish-language channel, RCN Novelas. RCN Novelas is a Spanish-language network designed for women with a focus on telenovelas and dramas.

**Loss of Channels Effective April 8, 2019**

We also wanted to remind you that Comcast's programming agreement with TuTV to carry Bandamax, De Película, De Película Clásico, Telehit and RMS/Ritmoson expires on April 8, 2019, at which time these channels will no longer be available. These channels are carried on Xfinity Latino. We are communicating this change to our affected customers through a bill message.

**General Reminder About Programming Contract Expirations**

We regularly inform our customers in their bills and annual notices that we maintain an updated website (<https://my.xfinity.com/contractrenewals/>) and toll free number ((866) 216-8634)) to reflect the programming contracts that are set to expire in the coming months and the channels we might or will lose the rights to continue carrying.

We are excited about the addition to our robust entertainment offerings and for the opportunity to continue enhancing our Xfinity TV product. Please do not hesitate to contact me at 603.334.3603 should you have questions.

Very truly yours,

*Jay Somers*

Jay Somers, Sr. Manager  
Government Affairs

*Town Manager's Office*

FEB 21 2019

*Received*



*Town Manager's Office*

JAN 28 2019

*Received*

January 25, 2019

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

**Re: Annual Customer Notice**

Dear Chairman and Members of the Board:

Each year Comcast provides its customers with annual notices, including such information as Comcast's customer privacy policy, payment procedures, equipment compatibility and billing dispute and complaint procedures.

In accordance with RSA 53-C:3-d, enclosed please find a copy of the inserts received by customers in their bills during **2018**. In addition, please find a copy of the Affidavit submitted to the Attorney General's Office certifying the inclusion of such documents into customer bills during the **2018** calendar year.

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

Very truly yours,


*Jay Somers*

Jay Somers, Sr. Manager  
Government & Regulatory Affairs

## AFFIDAVIT

### Customer Annual Notice

I, **Ronni Summerton**, certify that Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, Comcast of Maine/New Hampshire, Inc., Comcast of Massachusetts/New Hampshire, LLC and Comcast of New Hampshire, Inc. complied with New Hampshire RSA 53-C:3-d (Notices to Subscribers Regarding Quality of Service) by providing each customer located in the communities attached hereto an insert regarding 1) ***Customer Privacy Notice***, 2) ***Notice to Customers Regarding Equipment Compatibility & Important Information***. Each notice was submitted with subscriber bills in **February** and **August** of 2018 respectively.

  
\_\_\_\_\_  
*Signature*

**Ronni Summerton**  
\_\_\_\_\_  
*Print Name*

**January 7, 2019**  
\_\_\_\_\_  
*Date*

Attachments

# Comcast Customer Privacy Notice For Subscribers of Cable Video, Internet, Voice, and Home Security Services



Privacy English 2018\_ebill

## Overview

Comcast knows our customers care about how Comcast uses, maintains, and shares the information we collect about them, and the choices they have regarding that use and sharing. Comcast holds customer privacy in the highest regard, and we are committed to protecting your privacy as we describe in this Privacy Notice. We value the trust you place in us as a customer when you subscribe to one or more of the Services described below.

This Comcast Customer Privacy Notice (the "Privacy Notice" or "Notice") describes: (1) the types of information Comcast collects when you subscribe to, use, and/or access our Services; (2) how we use, share, and protect that information; (3) how long we retain that information; and (4) the legal limitations imposed on our collection, use, and sharing of information that personally identifies you.

This Notice also provides you with information about how to access, review, and correct information that personally identifies you, how to set privacy preferences and opt out of certain uses and sharing of information, and your rights under federal law and this Notice concerning your personally identifiable information.

## Entities Covered

In this Notice, the terms "Comcast," "we," "us," or "our" refer to the operating company, subsidiary, or affiliate of Comcast Cable Communications, LLC that (1) owns and/or operates the cable television system in your area, and (2) delivers one or more of the Services. The term "you" refers to you as a subscriber to one or more of the Services.

## Services Covered

This Privacy Notice applies to the Comcast-provided Xfinity® cable video ("video"), Internet, and voice services delivered over our cable system (including the services provided when you use the Xfinity Stream app and [tv.xfinity.com](http://tv.xfinity.com) to access Xfinity video as a cable service in your residence and when you subscribe to Internet service and use the Xfinity Wi-Fi service). This Privacy Notice also applies to Comcast-provided home security service. Collectively, these are referred to as the "Services" throughout this Privacy Notice.

This Notice does not apply to other Comcast services or offerings, such as Xfinity Mobile, or other Comcast® and Xfinity-branded websites, applications, or streaming services, except as described above. These services, websites, and applications have their own privacy policies, which we post at <https://www.xfinity.com/mobile/policies/privacy-policy> and <http://my.xfinity.com/privacy/>.

## Information Covered

This Privacy Notice also does not apply to (1) information that may be collected through any other products, services, websites, or applications, even if you access those other products, services, websites, or applications through our Services and even if they are co-branded with Comcast brands or the brands or logos of our affiliated companies; (2) information collected by devices, such as a "smart TV," or through a third-party (non-Xfinity) mobile application, where the manufacturer or application owner has enabled information-gathering capabilities including automatic content recognition that we do not control; or (3) interactions with third-party content providers that you may access through the Services, such as online video providers you may reach through our set-top boxes. You should read the privacy policies for these other products, services, websites, and applications to understand whether and how they apply to you and the data they collect about you.

Please read this entire Privacy Notice to understand our privacy policies and practices. You can also find answers to your specific questions quickly by using the links below.

## I. Collection of Information

This section describes the types of information Comcast collects when you subscribe to, use, and/or access one or more of the Services. Some of our Services permit you to establish secondary accounts, and if you do so we collect similar information in order to establish and maintain those accounts. When you allow others to use or access the Services through your account, we collect information about their use, as well.

### Information You Provide to Us

We collect information that you provide to us when you create an account with us or when you call us, use online account tools (for example, when you access My Account or chat online with an agent), report service issues, complete customer surveys, enter contests and promotions, or otherwise communicate with us. This information includes:

- name and contact information (for example, billing address, service address, email address, and phone numbers);
- payment information, such as your payment card or bank account information;
- information related to a credit application for the Services, which may include your Social Security number, driver's license number, or other government issued identifiers;
- information you provide to authenticate your access to the Services, such as passwords, images, voice recordings, or other personal identifiers;
- information you provide when you establish custom settings or preferences; and
- customer correspondence and other communications records, including records of calls and chats with our customer service representatives.



### **Information We Collect When You Use the Services**

We also collect information about your account and your use of the Services, which may include:

- your account number;
- billing, payment, and deposit history;
- maintenance information;
- the types of Services to which you subscribe;
- the device identifiers and network addresses of equipment used with your account;
- voice commands;
- video and audio recordings;
- records indicating the number and types of devices connected to our network;
- technical information about your Service-related devices, including customization settings and preferences;
- network traffic data;
- information about your use of the Services and their features, including video activity data, as well as Internet or online information such as web addresses and other activity data in order to render Internet service; and
- additional information about the Service options you have chosen.

When you use the Services, our cable system automatically generates, transmits, and collects much of this information as part of providing the Services to you. For example, we receive information about the use of set-top boxes, remote controls, program guides, video players, applications, and other devices and software connected to our cable system ("video activity data"). The video activity data includes, for example, which channels, programs, and advertisements are viewed and for how long. It may also include information about navigation through program guides and applications, and use of devices like remote controls and tablets. If you select various features of our equipment, such as voice commands or search, we also will collect and process the data needed to fulfill your requests.

### **Location Information**

We may collect information from the devices you use to access the Services that tells us where you are at a specific point in time. For instance, we may know that you are at home when you chat with us through your Xfinity Internet service.

### **Information Provided by Third Parties**

We also obtain data and information about you from third parties. For example, when you request new or additional Services or features from us, we may obtain credit information from credit reporting agencies. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable services as well as your landlord's name and address.

We may obtain additional information about you from third parties such as demographic data (for example, gender, age, and census records, etc.), location data (for example, designated market area, zip code, etc.), interest data (for example, sports, travel, and other recreational activities, shopping preferences, etc.), or purchase data (for example, public records, loyalty programs, etc.). We may combine the data we collect from third parties with information in our business records, including information about your use of the Services. We may also combine information about your use of the Services with information we obtain from your use of other products, services, websites, and applications from Comcast. We use this combined data as described in the "Use of Information" section below.

## **II. Use of Information**

We use the information we collect to provide and improve the Services and our network, to communicate with you, to deliver relevant advertising, to create measurement and analytics reports, and to provide additional features and offerings. Sometimes we use information that personally identifies you, such as when we are authenticating your account or communicating with you. We also maintain and use information in de-identified or aggregated forms that do not identify you.

### **To Provide and Improve the Services**

We use the information we collect to conduct business activities related to providing you with the Services, including:

- establishing your account
- measuring credit and payment risk;
- billing and invoicing;
- authenticating access to your account;
- account administration;
- service delivery;
- maintenance and operations, including management of the network and devices supporting our service and our systems;
- technical support;
- hardware and software upgrades for devices and systems;
- understanding the use of our services;
- improving our services and identifying and developing new products and new services;
- marketing and advertising;

- detecting the unauthorized reception, use, or abuse of the Services and to protect our customers from fraudulent, abusive, or unlawful use of, or subscription to, the Services;
- collecting fees and charges;
- protecting our rights, our personnel, and our property; and
- complying with applicable law.

We also use the information we collect to measure and analyze how our customers are using the Services. For video, this includes assessing which programs are most popular, how many people watch a program to its conclusion, whether people are watching advertisements, and what programming and video content we will carry on the Services. It also includes determining how our customers prefer to view certain kinds of programming when they use our video service, such as whether they like to watch certain programs live, or if they prefer to view them on demand, on mobile devices, or online.

When we provide you access to third-party content providers through our set-top boxes, we may measure how often and how long you use such services, but your use of those third-party providers are controlled by the terms and privacy policies of those providers. For Internet and voice services, we similarly analyze customer usage data, such as the amount of bandwidth that is being used, the peak times of usage, or the types of services that are being used.

#### **To Communicate with You**

We also use the information we collect to deliver and personalize our communications with you. For example, we may use the contact information you provide to inform you of Service updates or the status of a service request or outages, to invite you to participate in a survey, to collect amounts you owe, or in connection with other activities related to the Service. We will provide you with service-related announcements, such as a pricing change, a change in operating policies, a service appointment, or new features of one or more of the Services you receive from us through emails, texts, calls, Comcast-provided equipment, and other communications methods. You may select the manner in which you prefer to receive many of these communications by visiting the customer preference center at <https://customer.xfinity.com/#/users/me/notifications>.

#### **To Provide Recommendations and Deliver Relevant Advertising and Marketing**

We may also use information about you and/or your use of the Services or other services we provide to determine which movies or television shows to recommend to you and to send you promotional communications for the Services and other products and services we think may be of interest to you. We may also use this information to help third-party advertisers and programmers deliver more relevant advertising.

These promotional communications and advertisements may be directed to you because you subscribe to one or more of the Services, because of the way you use the Services, because you live in a certain geographic area, or based on demographic and interest information that we collect or obtain from other companies. These communications may be subject to your consent, as described in Section IV of this Notice ("Your Choices"). In no event will Comcast give your name or other personally identifying information to an advertiser without your consent.

#### **To Create Analytics and Measurement Reports**

We and service providers who work on our behalf may use and combine data from our business records – including account information, video activity data, and other usage data – with data from third parties to create measurement and analytics reports. These reports do not contain any information that personally identifies you and instead contain de-identified or aggregate information.

We use these reports for many of the purposes described above, such as for improving the Services, creating and delivering more relevant advertising on behalf of Comcast and other third parties, determining whether and how an advertiser's messages are viewed, and analyzing the effectiveness of certain advertisements on the Comcast platforms and services and other platforms and services. We also use these reports to work with academic or research groups, and for other uses that help us develop and fund improvements in services and infrastructure. We may share these reports with programmers, advertisers, or others. To learn about the choices you have with respect to our use of your information for these purposes, see Section IV of this Notice ("Your Choices").

### **III. Sharing & Disclosures of Information**

We limit the information we share and disclose to others as described below.

#### **Service Providers**

In order to provide and support the Services, sometimes we use third-party companies as service providers that work on our behalf to transmit, collect, process, or store information for us. We require these service providers to treat the information we share with them as confidential and to use it only for the purpose of providing the services for which they have been engaged. These engagements typically include services such as billing and collections, administration, auditing and accounting, professional advice and consulting, surveys, marketing, service delivery and customization, maintenance and operations, security incident verification and response, service notifications, fraud prevention, and services to improve our programming and advertising offerings. For example, Comcast uses service providers to process payments for us and we may share your payment information with those billing processors when you make a payment. Or, Comcast may use a service provider to obtain information about you to assess your credit and payment status.

#### **The Comcast Family of Businesses**

Comcast may share the information it collects with its affiliates that offer other Xfinity and Comcast-branded products, services, and applications. For example, if you use your Xfinity Service account information to create an Xfinity Mobile Service account, we may share your Service account information with the Comcast company that offers that service. We do this so that these companies can provide services to you and to make it easier for you to use Xfinity Mobile Service and other Xfinity services. We may also share information about you with other Comcast companies (including NBCUniversal-branded companies and other non-Comcast or non-Xfinity-branded affiliates) for marketing and advertising purposes when we have any required consent to do so.

### **Account Owners and Users**

Comcast may disclose any information about a customer's account and use of the Services and their features to the primary account owner after appropriate authentication. The primary account owner may also authorize other users to access information on the account, and that may include data about you and your use of the Services.

### **Third Parties for Marketing Purposes**

We will not share, sell, license, rent, or otherwise permit access to information that personally identifies you to an unaffiliated third party for that third party to market its products or services to you, unless we have the required consent to do so. Unless we have your affirmative "opt-in" consent, we will not sell or share any of your personally identifiable web browsing information, video activity data, sensitive information (such as financial account information or Social Security number), or call detail records that we collect from our cable system. We may, however, share de-identified or aggregate information with third parties for their own uses when those third parties commit to not re-identify that information or share it with others who may attempt to do so.

As permitted by federal law, we may disclose your name and address to non-governmental entities, such as charities or businesses, so long as such disclosure does not reveal, directly or indirectly, the extent of your use of the Services or the nature of any transaction you make over our cable system. You have the right to prohibit or limit this kind of disclosure by asking to be placed on our "do not disclose" list, as described in Section IV of this Notice ("Your Choices").

### **Other Third Parties**

If you subscribe to our voice service, Comcast may disclose information about you to others in connection with features and services such as Caller ID, 911/E911, and directory services as follows:

- We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll-free 800 and similar numbers.
- We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records, inclusion in "reverse 911" systems, or to troubleshoot 911/E911 record errors.
- We may publish and distribute, or cause to be published and distributed, telephone directories in print, on the Internet, and on disks. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction to their use.
- We may also make subscriber names, addresses, and telephone numbers available, or cause such subscriber information to be made available, through directory assistance operators.
- We may provide subscribers' names, addresses, and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services.
- Once our subscribers' names, addresses, and telephone numbers appear in telephone directories or directory assistance, they may be sorted, packaged, repackaged, and made available again in different formats by anyone.

We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur.

If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, information about you and your subscription, including information that personally identifies you, will, in most instances, be one of the items transferred as part of the transaction. If this Notice will be changed as a result of such a transaction, you should refer below under "Changes to the Privacy Notice."

### **When Required by Law or To Protect Comcast and Others**

There are times when we may be required by law to disclose information about you to third parties. These disclosures may be made with or without your consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

If you subscribe to our Xfinity video service, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a court order. In this case, the Cable Act (defined below in Section V) requires that you be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At the proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case.

If you subscribe to the Xfinity Internet, voice, or home security services, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a subpoena, court order, or search warrant, depending on the type of information sought. We are usually prohibited from notifying you of any such disclosures by the terms of the legal process. We may also seek your consent to disclose information in response to a governmental entity's request when that governmental entity has not provided the required subpoena, court order, or search warrant.

A non-governmental entity, such as a civil litigant, can seek information that personally identifies you or your use of the Xfinity video, Internet, or voice services only pursuant to a court order and we are required by the Cable Act to notify you of such court order. If Comcast is required to disclose information that personally identifies you to a private third party in response to a civil court order, we will notify you prior to making such disclosure unless legally prohibited from doing so.

We may also disclose information that personally identifies you as permitted by law and without your consent when it is necessary to protect our customers, employees, or property; in emergency situations; or to enforce our rights under our terms of service and policies.

## IV. Your Choices

In many instances, you have choices about how we communicate with you and how we use and share your information.

### Opting Out of Certain Marketing Communications

For your convenience, we have created a customer preference center where you can manage:

- your account communications and notifications;
- your marketing calls, texts, and direct mail preferences;
- your preference for door-to-door sales calls;
- promotional or commercial emails Comcast may send to you; and
- targeted advertising for third-party products and services based on your interests.

To manage your preferences, please visit our customer preference center at <https://customer.xfinity.com/#/users/me/notifications>. Once you sign in, you can review your options, get more information about the types of marketing activities you can opt out of, and make your choices. If you change your mind, you can return any time to update your preferences.

We understand that sometimes you may want to speak to a Comcast representative who can assist you with these choices. You can contact Comcast at 1-800-XFINITY and ask us to put your name on our internal company “do not call,” “do not mail,” or “do not knock” list. You may also contact us at this number and ask to be placed on the “do not disclose” list, which will let us know that you do not want us to share your name and address with third parties, as described above.

If you prefer to contact Comcast in writing instead of by telephone, you may send a written request to the address listed below under “How Do I Contact Comcast?” Be sure to include your name and address, your Comcast account number, and a daytime telephone number where we can reach you. The person who is identified in our billing records as the customer should sign the written request. If you have a joint account, a request by one party will apply to the entire account; for multiple accounts, your notice must separately identify each account covered by the request. If you are writing to opt-out of marketing calls, you must state the phone numbers or addresses that you wish to be placed on the relevant lists.

### Opting In to the Use of CPNI to Market Additional Products and Services to You

If you subscribe to Xfinity voice service, when you are interacting with one of our customer service representatives, such as on a call, in our offices, or during an online chat session, we may ask you for your oral consent to the use of your customer proprietary network information or “CPNI” for the purpose of reviewing your account and providing you with an offer for other products and services. If you provide consent, Comcast may use your CPNI only for the duration of that telephone call or discussion in order to offer you additional services. If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe.

## V. Your Rights under Federal and State Law

This Notice is designed to comply with federal and state law requirements, including California law, which is applicable to our customers located in California who are served by a cable television corporation.

### The Cable Act and Personally Identifiable Information

This Privacy Notice is designed to comply with Section 631 of the federal Cable Communications Policy Act of 1984, as amended, (the “Cable Act”). The Cable Act permits Comcast to use the cable system to collect personally identifiable information about you. Personally identifiable information is information that identifies you specifically; it does not include de-identified, anonymous, aggregate, or other data that does not identify you. We may collect personally identifiable information when it is necessary to render cable services or other services to you and to detect unauthorized reception or use of the services. We may use the cable system to collect personally identifiable information about you for additional purposes with your prior written or electronic consent. The Cable Act also permits Comcast to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to you; required by law or legal process; or limited to your name and address, subject to your opt-out consent. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities as described in this Notice.

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act or other applicable laws, we encourage you to contact us directly as described below in “How Do I Contact Comcast?” in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys’ fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

This Privacy Notice neither supersedes, enhances, nor modifies any arbitration agreement to which you may be bound as a subscriber to one or more of the Services.

### The Communications Act and CPNI

Section 222 of the Communications Act of 1934, as amended (the “Communications Act”), provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of telecommunications services, as well as Xfinity voice services, and the information about those services contained on your bill. This information is known as customer proprietary network information or “CPNI.” CPNI does not include your name, address, and telephone number, which is defined by the Communications Act as “subscriber list information.” However, that information is otherwise considered personally identifiable information.

If you are a customer of Xfinity voice service or another Service that is subject to these requirements, you have the right, and Comcast has a duty, under the Communications Act and other applicable laws, to protect the confidentiality of your CPNI. In addition, the FCC’s rules provide additional privacy protections and choices regarding use and sharing that are specific to our voice services that we describe in this Notice.

## **VI. Accessing and Correcting Information**

It is important that your account records contain accurate information. You may correct or update information about your account as described below. We will correct our records upon reasonable verification that the changes you request are proper.

If you have Internet access, you can view and change certain information yourself by going to [www.xfinity.com](http://www.xfinity.com) and signing in with your Comcast username and password to access the My Account feature. If you are a home security customer, you can go to the subscriber portal at [www.xfinity.com/xhportal](http://www.xfinity.com/xhportal). You may also call 1-800-XFINITY and speak to a customer service representative.

If you would like to examine your own personally identifiable information, you may do so at your local Comcast office upon reasonable prior notice to us and during our regular business hours. To do so, please contact us by mail at the address below or telephone at 1-800-XFINITY, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment. You will need to provide proper identification and you will only be permitted to examine the personally identifiable information in your account and no other account.

If you make an affirmative, written request for a copy of your Xfinity voice CPNI, we will disclose to you the relevant information we have at your account address of record, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our Xfinity voice services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we do not furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers that are not owned by us.

Comcast reserves the right to charge you for the reasonable cost of retrieving and photocopying any documents that you request.

## **VII. Other Important Information**

### **Protecting the Information We Collect**

We follow industry-standard practices to secure the information we collect to prevent the unauthorized access, use, or disclosure of information about our customers. These security practices include technical, administrative, and physical safeguards, which may vary, depending on the type and sensitivity of the information. Although we take the responsibility of safeguarding your information seriously, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information.

### **Data Retention**

Comcast maintains information that personally identifies you in our regular business records while you subscribe to one or more of the Services. We also maintain this information for a period of time after you no longer subscribe to a Service if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These purposes typically include business, legal, or tax purposes. If these purposes no longer apply, we will destroy, de-identify, or anonymize the information according to our internal policies and procedures.

### **Changes to the Privacy Notice**

As required by the Cable Act, we will provide you with a copy of the current Privacy Notice at the time we enter into an agreement to provide any cable service or other service to you, and annually afterwards, or as otherwise permitted or required by law.

We may modify this Notice at any time. You can view the most current version of this Notice by going to <http://www.xfinity.com/Corporate/Customers/Policies/Privacy.html>. If we make material changes to this Privacy Notice, then we will provide you at least 30 days' notice and will also notify you by e-mail, direct mail, bill messaging, or other reasonable methods that we select. If you continue to use the service following notice of the changes, we will deem that to be your acceptance of and consent to the changes in the revised Privacy Notice. If we make material changes that will result in a new use, disclosure, or permission of access to previously collected information that personally identifies you, we will obtain your opt-in consent before implementing those specific changes.

### **How Do I Contact Comcast?**

If you have any questions or suggestions regarding this Privacy Notice, or wish to contact us about your personally identifiable information, please reach us as follows:

Phone: 1-800-XFINITY

Website: <http://customer.xfinity.com/contact-us/>

Mail: Comcast Cable Communications, LLC

Attn: Law Department - Customer Privacy Notice

One Comcast Center

Philadelphia, PA 19103-2838

Revised and effective: January 1, 2018

# IMPORTANT INFORMATION FOR XFINITY TV CUSTOMERS

## SERVICE PROBLEMS

You will find helpful information for troubleshooting TV picture or signal quality issues at [www.xfinity.com/support](http://www.xfinity.com/support). If the problem does not clear up, please feel free to chat with us at [www.xfinity.com/support/contact-us](http://www.xfinity.com/support/contact-us) or call us at 1-800-XFINITY, and a customer service representative will attempt to address that issue. We will try to resolve any complaints you have concerning the quality of our signals promptly and efficiently. We will respond to your report of a service interruption no later than 24 hours after you notify us, except in extraordinary circumstances or where conditions are beyond our control. We will respond to your report of other service problems no later than the next business day after you notify us. We may need access to your home in order to correct a service related issue. If a service call is required it will be scheduled at a time convenient to you. If you are dissatisfied with our resolution of your service problem, you may contact your local franchising authority to discuss the problem with your service. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

## SERVICE OR BILLING COMPLAINTS

Information regarding your Xfinity services and billing is available through My Account at [www.xfinity.com](http://www.xfinity.com). You also may download the Xfinity My Account app to your smartphone or other device for quick access to up to date information on your account. If you have a complaint regarding your Xfinity TV service or your bill, you will find information on contacting us through chat or by phone at <https://www.xfinity.com/support/contact-us>. Also, you can visit us at one of our Xfinity store locations. Visit <https://www.xfinity.com/support/service-center-locations/> to find the Xfinity store closest to you. If you wish to put your comments in writing, your letter should be addressed to us at the local address listed on the How To Reach Us insert. We will try to resolve your complaint promptly. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact your local franchising authority to discuss your complaint. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

If you have a complaint regarding closed captioning please email us at [accessibility@comcast.com](mailto:accessibility@comcast.com) or call us at 1-855-270-0379.

## MOVING

Before you move, please call us at 1-800-XFINITY. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home, if your new home is in our service area.

## EQUIPMENT COMPATIBILITY

Xfinity TV service is encrypted and requires a TV Box, TV Adapter, CableCARD or other navigation device that is compatible with our system for each television you wish to use with our service. You may not be able to use special features or functions of your television, VCR or DVD player/recorder with Xfinity TV service. Some of these problems may be resolved by the use of signal splitters, and/or other supplemental equipment that can be purchased from us or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

If you have a TiVo digital cable-ready DVR, you can access switched digital video services by obtaining a "tuning adapter" device. If you have a TiVo DVR or other digital cable-ready devices, you will need a TV Box, TV Adapter, or CableCARD from us to access switched digital video and other two-way cable services. Upon your request, we will provide you with the technical parameters necessary for a navigation device rented or acquired from retail outlets to operate with our system. Because of the need to protect our Xfinity TV service, we will not authorize the use of a navigation device that does not conform to all required signal security specifications. For information regarding other navigation devices, please go to <https://www.xfinity.com/support>.

## REMOTE CONTROL UNITS

If you rent a TV Box or TV Adapter from us we will provide a compatible remote control. Also, you may purchase compatible remotes at local electronic stores or other retail outlets. A representative list of compatible remote control models currently available from local retailers includes: Philips PHL PMDVR8, RCA RCR612, and Sony RM-V202. A list of additional compatible remotes may be obtained from your local Xfinity store. Although these remote control units are compatible with the TV Box or TV Adapter that we currently offer, these remotes may not be functional if we change the type of TV Box or TV Adapter we rent. If you have any questions regarding whether a particular remote control unit would be compatible with our equipment, please contact us.

## SERVICE CHANGES AND INSTALLATION

Standard installations are generally completed within 7 business days. If you change the services you receive, you may be subject to an installation or change of service charge. You may obtain additional information about our current services, fees and prices online at [www.xfinity.com](http://www.xfinity.com) or by calling us at 1-800-XFINITY.

## OTHER INFORMATION

Information on upcoming programmer contract expirations can be found at [www.xfinitytv.com/contractrenewals](http://www.xfinitytv.com/contractrenewals) or by calling 866-216-8634. For those of our customers receiving service through commercial accounts, bulk rate arrangements or similar arrangements, some of the policies, procedures and services herein may not apply. Please call us at 1-800-XFINITY to talk to one of our customer service representatives for further information.



**SERVICE AREA**

MA, NH & ME

**PHONE NUMBERS**

**Billing/Repair**

**New Services/Sales**

1-800-266-2278

**OFFICE HOURS**

Please check your monthly billing statement for the location and hours of operation of the nearest customer service office.

**MAILING/OFFICE ADDRESS**

Comcast

1 Comcast Center

Philadelphia, PA 19102

**PUBLIC INFORMATION OFFICES/  
FRANCHISE AUTHORITIES /**

Consumer Division of the Department of  
Telecommunications and Cable

1-800-392-6066

1000 Washington Street, Suite 820

Boston, MA 02118

Office of the Attorney General

Consumer Protection and Antitrust Bureau

33 Capital Street

Concord, NH 03301

Office of the Attorney General

Consumer Information and Mediation Service

6 State House Station

August, ME 04333