

**Select Board Meeting**  
**Monday, April 8<sup>th</sup>, 2019, 6:50 p.m.**  
**Town Hall, Main Auditorium**  
**10 Front Street, Exeter NH**

1. Call Meeting to Order
2. Board Interviews – Conservation Commission/Energy Committee
3. Proclamations/Recognitions
  - a. Paul Currier Day in Exeter April 10<sup>th</sup>, 2019
  - b. Exeter Blue Hawks Recognition: Girls Swimming/Diving Team, Boys Varsity Basketball Team, Unified Basketball Team
  - c. National Poetry Month
4. Bid Award(s) – Brush Grinding, Ambulance 2 Replacement
5. Bid Openings – Legal Services
6. Public Comment
7. Approval of Minutes
  - a. Regular Meeting: March 25<sup>th</sup>, 2019
  - b. Special Meeting: March 29<sup>th</sup>, 2019
8. Appointments
9. Discussion/Action Items
  - a. Second Reading: Marston Street Parking Restriction
  - b. LED Streetlights Contract – Public Works
  - c. Wastewater Treatment Contract – Route 85 and Temporary Forcemain
  - d. Groundwater/Surface Water Review Contract – Underwood Engineers
  - e. Parks/Recreation - Recreation Park Field #1 Donation and Upgrade Proposal
  - f. Parks/Recreation - Impact Fee Use Requests and Parks Improvement Fund Requests
10. Regular Business
  - a. Tax Abatements, Credits and 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

Kathy Corson, Chair, Exeter Select Board  
Posted: 4/5/19 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

## Board Interviews



# Town of Exeter

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

## Statement of Interest Boards and Committee Membership

Committee Selection: Conservation Commission

New

Re-Appointment

Regular

Alternate

Name: Jordan Dickenson Email: jordanadickenson@gmail.com

Address: 3 Deerhaven Dr. Exeter Phone: 603 479-1808

Registered Voter: Yes  No

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

Considering our community's geographic place in the Piscataqua River watershed, the importance of Exeter's Conservation Commission extends far beyond our town line. I'm hoping to contribute towards the Commission's work in safeguarding the health & well-being of our area's unique & diverse ecosystem.

Resume attached.

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

\_\_\_\_\_  
\_\_\_\_\_

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: Jordan Dickenson

Date: 3/17/19

# *Jordan Dickenson*

DOB: August 4th, 1996

Cell: (603) 479-1808

Email: jordanadickenson@gmail.com

## **Skills and Attributes:**

- Inquisitive learner.
- Driven worker.
- Open-minded and collaborative when working with others.
- Possess leadership skills and embrace leadership opportunities.
- Adaptable to any work environment.
- First-Aid and CPR certified.
- General computer skills.

## **Work Experience:**

- **Stout Oak Farm** - Field crew
  - May 2018 - Present / 83 Middle Rd. Brentwood, NH
  - Organic vegetable farm. Involved in all aspects of the food chain from “field to fork”. Sowing, planting, cultivating, harvesting, washing, packing, selling... and, of course, cooking and eating!
- **Clyde Farm** - Assistant Farm Manager
  - May 2018 - Present / 83 Middle Rd. Brentwood, NH
  - Raising sheep, chickens and turkeys for meat (lamb, mutton, chicken, turkey) and eggs. Organic, pasture-raised. Chickens and turkeys are processed on-farm.
- **Reliance Construction** - Laborer
  - February 2019 - Present / Exeter
  - Varied working environments and tasks.
- **Earthwise Farm & Forest** - Forestry apprentice
  - January, 2019 / Randolph, Vermont
  - Live-in working situation. The theory and practice of animal-powered forestry.
- **Sea Star Stables**
  - Winter 2019 (Temporary, as-needed) / 73 Middle Rd. Brentwood
  - Stables upkeep and general handywork.
- **Blue Moon Evolution** - Expeditor; Food Runner; Dishwasher
  - March 2018 - Present / 8 Clifford St. Exeter, NH



- Front of house and back of house. Blue Moon serves entirely organic produce, and is exemplary in their effort to connect consumers with healthier, more localized food systems.
- **La Monda Biodynamic Farming Community - Resident Farmhand**
  - Dec. 2017 - March 2018 / Arcisate, Varese, Italy
  - *See Camphill Callan Community below. Similar community cultures.*
- **Camphill Callan Community - Coworker and villager**
  - Dec. 2016 - Dec. 2017 / Callan, Co. Kilkenny, Ireland
  - A small, thriving community in the small town of Callan where lives are shared, where nourishing the land in turn nourishes the individual who is tending that land, and where communal living and working creates the potential for people who are usually the care receivers to become the caregivers. The pace of life is slower to be all inclusive, and people with a wide range of abilities and capabilities find meaningful work and self-respect here.
  - The Camphill Callan Community is an attempt to be responsive to the social, human, spiritual and ecological challenges of our times by creating a truly inclusive environment where every person and every aspect of the natural world can be learned from and valued.
- **Sylvanaqua Farms - Farm apprentice**
  - Sept. 2016 - Nov. 2016 / Montross, Virginia
  - Pigs, cattle, chickens, and ducks raised on-pasture. Tasks included: Day-to-day operations; grazing management; on-farm processing of poultry; farmers market sales management.
- **Summer Adventure Camp - Exeter Parks and Rec. Dept. - Counselor; Head counselor**
  - Summers, 2013-2016 / 4 Hampton Rd. Exeter, NH
  - Enrollment of about 300 youth, ranging from grades 1-7. Day-camp providing families with a safe, fun, and developmental option for their children to enjoy during summer weeks.
- **Youth Basketball Clinic - Organizer and Coach**
  - Winter 2015 / Lincoln St. Elementary School
- **Riverwoods Retirement Community - Dining room server**
  - Throughout 2013 / 7 Riverwoods Dr. Exeter, NH

### **Community Involvement:**

- For the sake of brevity, I'll just list the various organizations I've worked with at one time or another. I'd be happy to elaborate further on any of the work. Let this list be a testament to how highly I value participating in the community.
  - 350 NH
  - NH Youth Movement

- Special Olympics
- Co-founder of Citizen Action for Exeter's Environment
- Southeast Land Trust
- St. Michael's Parish Food Pantry
- End 68 Hours of Hunger
- Echo Thrift Shop in Durham
- UNH Organic Gardening Club
- WWOOF USA
- Seacoast Eat Local
- Exeter Youth Baseball League coach
- General involvement with town government... regular participation in town meetings and community discussions
- Ran for a position on Exeter's select board in 2019.

**Education:**

- University of New Hampshire - August 2014 - May 2016
  - Major in History, minor in Education.
- Exeter High School graduate - June 2014

**Continuing Education:**

- UNH Cooperative Extension's "Food Safety for Poultry and Rabbit Producers" - Oct. 2018
- Maine Organic Farmers and Gardeners Assoc.'s "Farmer To Farmer" Conference - Nov. 2018
- New England Grassroots Environmental Fund's Annual Conference - Dec. 2018
- Northeast Organic Farmers and Gardeners Assoc.'s Winter Conference - March 2019
- MOFGA's apple orcharding workshops - Spring 2019
- Whenever possible, I attend lectures, discussions, and workshops covering a variety of subject matter.



April 8th  
6:50pm

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

**Statement of Interest  
Boards and Committee Membership**

Committee Selection: Energy Committee

New  Re-Appointment  Regular  Alternate

Name: Jordan Dickenson Email: jordanadickenson@gmail.com

Address: 3 Deerhaven Dr. Exeter Phone: 603 479 1808

Registered Voter: Yes  No

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

Grateful that our community has such a robust Energy Committee.  
The more I learn about its work, the more inclined I am  
to contribute.

Resume attached.

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

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

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

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

Signature: Jordan Dickenson Date: 3/17/19

## Proclamations and Recognitions

**PROCLAMATION BY THE EXETER SELECT BOARD**

**PAUL CURRIER DAY**

**WHEREAS**, The Town of Exeter, NH proclaims April 10<sup>th</sup> Paul Currier Day; and,

**WHEREAS**, Ship Progressive Machinist Currier lost his life along with 128 others on April 10<sup>th</sup>, 1963 when the USS Thresher 593 was lost offshore on its first sea trial; and,

**WHEREAS**, Paul Currier attended school in Exeter, NH and graduated from Exeter High School, Class of 1940; and,

**WHEREAS**, Paul Currier served in the Army Air Corps during World War II from 1943 to 1945; and,

**WHEREAS**, Paul Currier served 9 years on the Exeter Fire Department, attended St Michael's Church and received his Third Degree status in the Knights of Columbus; and,

**WHEREAS**, Baseball was Paul's favorite sport and he is remembered affectionately as a coach, mentor and a founding member of the Exeter Junior League, now known as the Exeter Junior Baseball and Softball League; and,

**WHEREAS**, On Memorial Day 1963, the Exeter Junior League Baseball Park behind Lincoln Street School was named in his honor, and ever since has been known as Currier Field; and,

**NOW, THEREFORE**, we, the Select Board of the Town of Exeter, on behalf of the citizens of Exeter, New Hampshire do hereby proclaim April 10, 2019, to be Paul Currier Day in the Town of Exeter.

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Kathy Corson, Chair  
Select Board

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Niko Papakonstantis, Clerk  
Select Board

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Molly Cowan, Vice Chair  
Select Board

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Julie D. Gilman  
Select Board

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Anne L. Surman  
Select Board

## PROCLAMATION OF EXETER POETRY MONTH

Submitted by the Exeter Public Library,  
& Exeter LitFest Steering Committee.

**WHEREAS**, April is National Poetry Month, an international celebration of the impact poetry has on a community's culture; and,

**WHEREAS**, the mission of Exeter Public Library is to promote a literate, enlightened citizenship by providing equal access to a range of media, services and programs to meet the informational and recreational needs of the community and to encourage the discovery and evaluation of ideas and information, especially recognizing the library's responsibility as a place for children to discover the joy of reading; and,

**WHEREAS**, the Exeter LitFest celebrates the rich literary heritage of the town of Exeter, NH, with an annual weekend literary festival in April.

**NOW, THEREFORE, WE THE EXETER SELECT BOARD**, do hereby proclaim APRIL 1– 30, 2019 as **EXETER POETRY MONTH** in the Town of Exeter. We call upon all citizens to recognize the cultural importance of poetry and to join the Exeter Public Library and Exeter Lit Fest in activities to celebrate poetry.

\_\_\_\_\_  
Kathy Corson, Chair

\_\_\_\_\_  
Molly Cowan, Vice Chair

\_\_\_\_\_  
Niko Papakonstantis, Clerk

\_\_\_\_\_  
Anne L. Surman

\_\_\_\_\_  
Julie D. Gilman

## Bid Awards



# EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-4540 • (603) 773-6157 • FAX (603) 772-1355  
[www.exeternh.gov](http://www.exeternh.gov)

## MEMO

DATE: April 3, 2019

TO: Exeter Select Board  
Russell Dean, Town Manager

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

RE: Transfer Station Brush Grinding, Recommendation of Award

The Public Works Department issued a Request for Proposals (RFP) for Brush Grinding Services at the Town's Transfer Station on March 12, 2019. The Board opened and read aloud three (3) sealed bids received on March 25. All bids were complete and are tabulated below. It is estimated that there will be four (4) brush grinding events per year.

	2019	2020	2021	3 Year Total
The Dirt Doctors Pembroke, NH	\$4,500.00/event \$18,000.00/year	\$4,500.00/event \$18,000.00/year	\$4,700.00/event \$18,800.00/year	\$54,800.00
Sandbox Excavating Newfields, NH	\$4,150.00/event \$16,600.00/year	\$6,875.00/event \$27,500.00/year	\$6,875.00/event \$27,500.00/year	\$71,600.00
Green Shadow Landscaping Rollinsford, NH	\$6,975.00/event \$27,900.00/year	\$7,672.50/event \$30,690.00/year	\$8,439.75/event \$33,759.00/year	\$92,349.00

The 2019 budget for Brush Grinding is \$28,000.00. It is estimated there will be four (4) brush grinding events per year, however there may be a need to grind additional days depending on the number of severe storms and amounts collected at the Transfer Station in any given year.

After thorough review of the 3 bids the Public Works Department recommends awarding the bid to The Dirt Doctors of Pembroke, NH. They are the low bidder and also have contracts for brush grinding with New Hampshire municipalities including Dover, Bow, Keene, Manchester, Merrimack, Salem, New London, Goffstown, Gilford, Franklin and Hampton. Hampton just renewed their second 3 year agreement in 2018. Based on The Dirt Doctors experience we are confident they will provide the Town quality service.



# Memo

**To:** Russ Dean, Town Manager  
**From:** Eric Wilking, Assistant Chief of Operations  
**CC:** Selectboard  
**Date:** April 4, 2019  
**Re:** Ambulance 2 Replacement

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Russ, as you recall at the March 25, 2019 selectmen's meeting, five bids were opened for the ambulance replacement.

After careful review we believe the proposal submitted by Sugarloaf Ambulance & Rescue Vehicles to deliver a PL Custom Type 3 Ambulance on a 2019 Ford E450 chassis to be in the best interest of the Town of Exeter.

The delivered price to be not more than \$235,281.77 after a \$15,500 trade-in.

I look forward to presenting our recommendation at the April 8, 2019 Selectboard Meeting,

Eric

## Minutes

Select Board Meeting  
Monday March 25, 2019 6:40 PM  
Town Offices, Nowak Room  
Draft Minutes

1. Call Meeting to Order

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

Ms. Gilman said the nominations were not seconded at the last meeting.

**MOTION:** Ms. Corson moved to ratify the slate of officers as nominated at the last meeting. Ms. Cowan seconded. All were in favor.

**MOTION:** Ms. Gilman moved to appoint Ms. Corson as Chair. Ms. Cowan seconded. All were in favor.

**MOTION:** Mr. Papakonstantis moved to nominate Molly Cowan for Vice-Chair. Ms. Corson seconded. All were in favor.

**MOTION:** Ms. Cowan moved to nominate Niko Papakonstantis for Clerk. Ms. Gilman seconded. All were in favor.

2. Bid Opening - Fire/EMS - Replacement Ambulance

- a. Autotronics of Madawasca Maine and Frenchville Maine: \$229,764.77 and a trade-in value of \$15,000 for a total of \$214,764.77.
- b. PVC Professionals of Rumford Maine: \$220,976 and a trade-in value of \$8,000 for a total of \$212,976.
- c. Greenwood Emergency Vehicles of Brunswick Maine: \$237,490 and a trade-in value of \$15,000 for a total of \$222,490.
- d. Sugarloaf Ambulance Rescue Vehicles of Wilton Maine: \$250,718.77 and a trade-in value of \$15,500 for a total of \$235,218.77.

**MOTION:** Ms. Gilman moved to submit the bids to the Fire Department. Ms. Surman seconded. All were in favor.

3. Bid Opening - Grinding and Removal of Brush at the Transfer Station

- a. Green Shadow Landscaping of Rollinsford, NH. In 2019, \$27,019; in 2020, \$30,690; in 2021, \$33,759.
- b. Dirt Doctors of Pembroke, NH; price per 8 hour day. In 2019, \$4500; in 2020, \$4500; in 2021, \$4700.
- c. Sandbox Excavating of Exeter, NH. In 2019, \$4,150; in 2020, \$6875; in 2021, \$6,875.

**MOTION:** Ms. Gilman moved to forward these bids to Public Works. Mr. Papakonstantis seconded. All were in favor.

4. Board Interviews - Communications Advisory Committee, Water/Sewer Advisory Committee, River Advisory Committee

The Board went downstairs for interviews with Martha McEntee for the Communications Advisory Committee, and Mark Fabian for the Water/Sewer Advisory Committee and River Advisory Committee, and after the interviews the meeting reconvened at 7:15 PM.

5. Water/Sewer Abatement Requests
  - a. There were no Water/Sewer Abatement Requests at this meeting.

6. Public Comment

Art Baillargeon, an Exeter resident, asked the Board to post notifications of the Select Board meetings at the Public Library. He also complained that he had called the Town Offices to find out when the meeting started and was told 7 PM, but found that the meeting had actually started at 6:40 PM. Ms. Corson said that typically regular business starts at 7 PM, but today they had bid openings to complete. Mr. Dean said he will contact the library and ask them to print out notifications of the meetings and post them.

7. Proclamations/Recognitions
  - a. Proclamations/Recognitions

Ms. Corson said that the Board had received a request to declare an Exeter Classics Week. Michaela Phan of the National Junior Classical League spoke about the proposal and the NJCL, which is a youth academic organization with 15,000 members that encourages the incorporation of Latin and Greek into the modern day and students' lives. Mr. Dean asked if the Exeter High School was involved, and member Charlie Preston responded that EHS has another chapter in the NJCL Forum.

**MOTION:** Ms. Cowan moved to adopt the week of April 15th - 21st 2019 as Exeter Classics Week in the Town of Exeter as submitted by the Exeter Kirkland Society. Mr. Papakonstantis seconded. All were in favor. Mr. Papakonstantis read the proclamation and all members signed.

8. Approval of Minutes
  - a. Regular Meeting - March 18, 2019

**MOTION:** Ms. Surman moved to approve the minutes as written. Ms. Gilman seconded. All were in favor.

9. Appointments

**MOTION:** Ms. Gilman moved to approve Martha McEntee to the Communications Committee, term to end in April 2021. Mr. Papakonstantis seconded. All were in favor.

## 10. Discussion/Action Items

### a. Community Garden Request for Gilman Park

Kristen Murphy, the town Natural Resources Planner, spoke about the proposed community garden site. She said that Ginny Raub of the Conservation Commission has been researching options and reviewing different properties since 2010, but every property previously investigated had an issue, such as no parking, too distant from downtown, etc. They looked at Gilman Park as part of other Conservation Commission business, and found that the site is close to downtown, parking is available, and there's potential to connect to a water source. Greg Bisson of Parks and Rec agreed that it was a good option and said that the property was underutilized. They are proposing a 120' by 75' fenced area there with raised beds.

Gilman Park was originally deeded by the Gilman family to the Gilman Park Trustees, but it became a town-owned property in 2012; Parks & Rec manages the property. It's subject to a conservation easement held by Southeast Land Trust (SELT). The easement is particular about what can happen there, but Ms. Murphy didn't find anything that prohibits community gardens on the site. Gilman Park is at the confluence of Little River and Exeter River, so there are state restrictions, such as that any activity or construction is with hand tools only. There are also fertilizer restrictions at state and town level. They can't alter soil without a permit, but raised beds won't change the soil and shouldn't require a permit. Ms. Murphy said she met with SELT and informally requested the space for a community garden.

SELT considers all gardening an agricultural activity, but the conservation easement is silent on whether agriculture is allowed. The trustees needed to confirm that agriculture complies with the intent of the trust, and they did confirm this. The next step is to update the management plan, which was written in 2007; Ms. Murphy has prepared a draft. She would like approval from the Select Board to submit a formal request to SELT, since the Board has ultimate authority over town properties, and asked that they authorize Russ Dean to submit the request on their behalf. If this is found to be feasible, the next step will be to find funding. Ms. Murphy added that there's been strong interest from the community already.

Ms. Gilman and Ms. Surman said they're in favor of a community garden. Mr. Papakonstantis said this is a great location for this; Ms. Corson agreed, saying that it might revitalize the park. Ms. Cowan loves the idea of community gardens in general.

**MOTION:** Ms. Gilman moved to approve the letter to Deb Gordon, director of SELT, discussing the Gilman Park Conservation Easement and to authorize the Town Manager to sign the letter. Ms. Cowan seconded. All were in favor.

Ms. Corson opened the discussion to the public.

Bill Campbell, the chair of Conservation Commission, spoke about the project. He said that Ginny Raub had this idea for a community garden 5 years ago, and it has really taken off in the last year or so, with the Commission's full support. This project will bring people and organizations together, as it will involve Parks and Rec, Public Works, and SST may wind up building the raised beds. Ms. Gilman asked for Ms. Murphy and Mr. Campbell to come back to the Select Board after obtaining permission from SELT to talk about the details.

### b. First Reading: Amend Parking Ordinance re: Marston Street

Ms. Corson read the Exeter Town Ordinances Amendment: "Chapter One of the Town of Exeter Town Ordinances, Parking Regulations, is hereby amended as follows: Add: 101.2 Parking Prohibited on Specific Streets: "Marston Street, west side of the street."

Mark Leighton, the Director of Facilities at PEA, said that they're requesting to close the west side to parking with the support of the family who owns the property, since this will make this feel like a more residential street.

Ms. Corson opened the discussion to the public. Sarah James, a resident of the property on the corner of Court and Marston, said she appreciates PEA bringing this proposal forward. Marston is a narrow dead-end street, and when cars are parked on either side, it's difficult to turn around.

Ms. Corson said there are two more readings of this amendment and no apparent opposition, so they should have this complete by the end of April. Mr. Dean mentioned they have a letter from interim Police Chief Poulin in support.

#### c. 2019 Contracted Paving Proposal - Public Works

Jay Perkins, the town Highway Superintendent, discussed the paving plan for 2019. Paving contractor Bell & Flynn has proposed to hold the prices from 2018. They've worked for us for a long time, and do high quality work at a fair price. Ms. Surman said that she appreciated Bell & Flynn keeping their prices reasonable for the town.

**MOTION:** Mr. Papakonstantis moved to recommend an extension of the paving contract for one year with Bell & Flynn, at \$71.90 for binder course, \$72.90 for surface course, \$73.90 for "urban compact" surface course, and \$74.90/ton for smaller neighborhoods with dead ends. Ms. Cowan seconded. All were in favor.

#### d. Water Sewer Abatement Policy Update

Ms. Cowan supported the idea of abatement requests going in front of the Water/Sewer Advisory Committee, saying that many requests could use a thorough look with a high level of detail and expertise. Their recommendations would be advisory, but they could do a deeper dive. With increasing water and sewer rates there will likely be more of these, and this would be a good use of Water/Sewer Committee's time and skills. Mr. Dean added that when the Water/Sewer Advisory Committee was reconstituted, one of their charges was to review abatements.

Ms. Surman asked if a seemingly duplicated paragraph regarding the one-time abatement policy could be eliminated. Ms. Corson felt that they were similar but different; the second instance had the language "unfortunate circumstance," which gives some leeway.

Ms. Gilman questioned the passage "The Water/Sewer Department reserves the right to grant adjustments" Mr. Dean said that this refers to crediting or error-fixing on a bill, vs an abatement. Ms. Gilman, Ms. Corson, and Mr. Dean worked on the language and would like this amended to say "The Water/Sewer Department reserves the right to grant adjustments on water use or sewer use due to clerical errors or meter read errors, such as in the case of second-meter landscaping irrigation system malfunction."

**MOTION:** Ms. Cowan moved to adopt the amended Water/Sewer Abatement Policy draft from March 25th 2019. Mr. Papakonstantis seconded. All were in favor.

11. Regular Business

a. Tax Exemptions

**MOTION:** Mr. Papakonstantis moved to approve a Veteran's Credit in the amount of \$2,000 for 52/95. Ms. Gilman seconded. All were in favor.

**MOTION:** Mr. Papakonstantis moved to approve an Elderly Exemption in the amount of \$152,251 for 87/08/C-02. Ms. Cowan seconded. All were in favor.

b. Permits & Approvals

Ms. Corson raised the idea of having Parks and Rec do the permit approvals instead of the Select Board. She suggested that Parks and Rec could approve applications and create a synopsis of events, and only if there's an issue would the application come to the Board for final review. Ms. Cowan said she would be in favor, since this would remove any perceived bias within the approval process and would just be based on whether the space is available. It's nice to see what's coming up, so she would like to see a summary of events, but doesn't feel that they need to approve everything. Mr. Papakonstantis added that with the Parks and Rec admin moving to a full time role, this would fall under something that person could handle.

Ms. Surman would be against putting this with the Rec Department. Not all of the facilities they permit are under the purview of the Rec department. Also, having the events approved in the Select Board meeting is a way for people to know what's going on, and it doesn't take a lot of their time.

Ms. Gilman supported giving it to the Rec Department, who has the software to manage this. Parks and Rec already permits the Senior Center and the parks; all the Board has really been permitting is Town Hall. A summary list of events could be read at every Select Board meeting. Someone who's not happy with their application being turned down could still appeal to the Select Board. Ms. Cowan added that the Select Board only communicates with the public at their meetings, whereas Parks and Rec could notify the public about events via social media or other channels.

Ms. Gilman asked whether Parks and Rec should come to the Select Board when they have their own event for approval, but Ms. Corson thought no, since their charge as a department to have events. Ms. Surman asked if the Rec Department would still be approving liquor license one-day permits. Ms. Gilman said the applicant would still have to follow the safety checklist.

Ms. Corson said that the Select Board has plenty of things on their agenda other than the permits. The permitting sometimes comes up late in the meeting and they are not meaningfully vetting it. She would like to put the transfer of authority on the agenda and have Greg Bisson present to discuss the idea; Ms. Surman will be absent April 8, so they will postpone the discussion to the meeting on April 22nd.

**MOTION:** Ms. Cowan moved to approve the application for the Bandstand for the Bike/Walk to Work Day Breakfast on Friday, May 17th, 2019 from 7 AM to 9 AM. Mr. Papakonstantis seconded. All were in favor.

**MOTION:** Ms. Cowan moved to approve the 2nd Annual Alewife Film Festival in Exeter Town Hall on May 25th, 2019 from 10 AM to 10:30 PM. Ms. Surman seconded. All were in favor.

**MOTION:** Ms. Cowan moved to approve the application for the Exeter Holiday Parade on Saturday, December 7th, 2019 from 3 PM to 8 PM. Mr. Papakonstantis seconded. All were in favor.

**MOTION:** Ms. Cowan moved to approve the application for the filming of a monthly public access show in the Art Gallery Backroom on the first Sunday of each month 4/7/2019 through 4/5/2020. Ms. Gilman seconded. All were in favor.

Ms. Corson said there was a memo from Justin Pizon regarding the voluntary renaming of 33 Court Street, a two-family home sharing a single address.

**MOTION:** Ms. Cowan moved to renumber the first unit of 33 Court Street to 31 Court Street and the second unit to 33 Court Street. Ms. Gilman seconded. All were in favor.

c. Town Manager's Report

Mr. Dean said that revaluation updates are beginning to go out from the Assessing Office. He's working on an April 8th recognition ceremony for the Boys Varsity Basketball Team and Girls Swimming and Diving Champions. There will also be a proclamation regarding Paul Currier Day, and the family of Mr. Currier and representatives from the local baseball league will be here on April 8th. The town is in budget implementation time, things are moving along and they're having many meetings. The TIF construction on Epping Road will recommence April 1. Contract 2 for the forcemains on Newfields Road was awarded by the Board last week, but the schedule for that construction will fluctuate with agreement with the state. Ms. Gilman mentioned that Ms. Surman sent them a communication with concerns from residents on the scheduling of different construction projects. Will Epping Road and Newfields Road be closed at the same time? Mr. Dean said it takes some time to plan the order of materials and logistics, so it's possible the TIF work could be completed before Route 85 begins, since there are not a lot of linear feet left there. Ms. Surman said her main concern is communication; Mr. Dean responded that he will raise the issue in the next Communications Advisory Committee meeting.

d. Select Board Committee Reports

- i. Ms. Gilman had a Historic District Commission meeting; the Academy came in regarding replacement windows for the boat house. At the State House, there were a lot of municipal actions and no disappointments. The "Right to a Healthy Climate Ordinance" failed, but it's going before the Senate also.



- ii. Mr. Papakonstantis said at his first Facilities Committee meeting they looked at developing a three year plan, including costs and how each project will be funded. They proposed having a member of the Facilities Committee attend Energy Committee meetings and vice versa. He asked what the Select Board request of the Facilities Committee is for each of the next three years. Ms. Corson said that the Select Board can address this in their upcoming goal-setting session.
- iii. Ms. Cowan had no report.
- iv. Ms. Surman had no report.
- v. Ms. Corson said the River Advisory Committee has a slot for a Water/Sewer person to be on the committee; Ms. Cowan said she will raise it at the next Water/Sewer Advisory Committee meeting.

Ms. Corson said she'd like to start a conversation about no longer printing out the Select Board meeting packets, in light of the charge of the Sustainability Office. They currently use 31 reams of paper on printing packets; it's not a lot of cost, but they also pay for binder clips and a penny for each page they're printing. The packets also take an employee's time; Sheri Riffle spends 30 minutes to an hour putting them together each week. Ms. Corson said she had asked Andy Swanson about the feasibility of getting tablets or Chromebooks instead, and it would be a \$1000 - \$1200 investment for the town. This fits into the Select Board budget, which has \$5,000, but they don't have a sign to buy this year.

Ms. Gilman was in favor of the idea. She has her own tablet at the statehouse, and to be able to see everything in one place is great. Mr. Papakonstantis said he has already done this with his staff. In addition to cost savings, it's more environmentally sound. Ms. Cowan and Ms. Surman also were in support. Ms. Corson said Russ Dean should have a device as well. She can do research with Andy Swanson before they commit to the specific technology.

**MOTION:** Ms. Cowan moved to spend up to \$1,500 from the Select Board budget line item to provide six laptop/tablet devices for meetings. Mr. Papakonstantis seconded. All were in favor.

e. Correspondence

- i. The March 22nd legislative bulletin. Ms. Gilman highlighted the Family Medical Leave Act, which went through the House; sports betting, which was approved; and the bill for configuring default budgets, which they supported and was passed. Mr. Dean added that he's tracking several financial bills very closely. The state's in a robust position financially, so there's no better time to restore this legislation.
- ii. A letter dated March 14th to Kerry Wilson from DES about a wetlands permit being required for fill work done illegally.
- iii. Correspondence from Ms. Corson about not seconding the votes for the Select Board nominations, which had to be redone. Ms. Corson added that the Board's policy book was out of sync with Robert's Rules and should be amended.

- iv. A letter from the Rockingham Planning Commission saying that the dues for Exeter are \$12,554.
- v. A notice for a public hearing on Friday March 29th at 9 AM in the Town Offices for provisions for RSA 231:163 and 43:2 for the purpose of considering amending all existing pole licenses to include language regarding taxation pursuant to RSA 72:23 and acknowledging the licensee's statutory obligation to move the licensed poles, conduit, and equipment on order of the town.
- vi. A notice of a workshop forum and discussion April 3 1:30 - 3 PM on housing and economic development in Southern NH, hosted by staff from New Hampshire Housing and REDC. The theme is "Building Up NH for Success."
- vii. An invitation from EBI Consulting to comment on the Varsity Wireless Kingston Road project. Ms. Gilman asked for this to be forwarded to the Heritage Commission. Mr. Dean mentioned that he had received a Right to Know request for all public records related to this project from one of the abutters. They had two town meetings and a very public process on the lease itself, so the material will be extensive.

12. Review Board Calendar

- a. The next meetings are April 8th and April 22nd. There will also be a goal-setting session on Saturday, April 20th at 9 AM.

13. Non-Public Session

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

14. Adjournment

**MOTION:** Ms. Cowan moved to adjourn. Mr. Papakonstantis seconded. All were in favor and the meeting adjourned at 8:51 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

Select Board Special Meeting  
Friday March 29, 2019 9 AM  
Town Offices, Nowak Room  
Draft Minutes

Call Meeting to Order

Members present: Anne Surman, Kathy Corson, Julie Gilman, Niko Papakonstantis, and Russ Dean were present at this meeting. Molly Cowan was not present. The meeting was called to order by Ms. Corson at 9 AM.

Ms. Corson said that this was a public hearing pursuant to the provisions for RSA 231:163 and 43:2 for the purpose of considering amending all existing pole licenses to include language regarding taxation pursuant to RSA 72:23 and acknowledging the licensee's statutory obligation to move the licensed poles, conduit, and equipment upon order of the town.

**MOTION:** Ms. Surman moved to open the public hearing pursuant to RSA 72:23 in regard to pole licensing. Mr. Papakonstantis seconded. All were in favor

Joe Lessard of MRI, the Town's Assessor, said that RSA 72 deals with persons and property liable to taxation, and section 23 provides for property to be exempt. He read 72:23:l(b)1:

*All leases and other agreements, the terms of which provide for the use or occupation by others of real personal property owned by the state or a county, city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date.*

Mr. Lessard said that courts have ruled that in order for that license to have the wording for them to provide payment of taxes, there needs to be a public hearing by this Board to determine whether it's in the public interest to add a ruling about taxation to the pole license. The language has been in the contracts, but there is no record of a public hearing to determine if it's in the public interest and to add the language. Affected companies have been notified of this meeting, which is about taxing users of the public rights of way other than the municipality.

Ms. Surman asked if they were talking about taxing companies like Comcast, Unitil, and Fairpoint to use the poles. Mr. Lessard answered that the taxation of Comcast is taken care of by wording in their franchise agreement. For Unitil and Fairpoint, the license has had the wording but it's unclear if there was a hearing. Mr. Dean added the language has appeared in these licenses for years.

Ms. Corson opened the hearing to the public. There were no comments.

**MOTION:** Ms. Gilman moved to close the public hearing. Mr. Papakonstantis seconded. All were in favor.

**MOTION:** Ms. Gilman moved to declare that all outstanding pole licenses issued by or under the authority of the Select Board of Exeter or its predecessors in office acting under the provisions of RSA 231:161(b), or its predecessor statutes, are hereby changed to incorporate in each such pole license in effect as of April 1, 2019 and effective as of such date, the following changes by inserting therein the following language:

*In accordance with the requirement of RSA 72:23, I(b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the municipality pursuant to this license shall be responsible for the payment of, and shall pay, all property assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.*

*In accordance with the requirements of RSA 72:23, I(b), the licensee(s) herunder and any other entity using or occupying the property of the municipality pursuant to this license shall be responsible for the payment of, and shall pay, both current and potential real and personal property taxes when due. Furthermore, in accordance with the requirements of RSA 72:23, I(b), the licensee(s) and any other entity using and/or occupying property of the municipality pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying the property of the licensor pursuant to this license.*

*The Petitioner hereby acknowledges its statutory obligation pursuant to RSA 231:177-181 to relocate the poles, structures, conduit, and equipment license hereunder upon written notice from the town.*

*The Licensee is required to provide the town in writing the names and contact information for any additional provider(s) authorized now or in the future to place equipment at these location(s).*

All new pole licenses issued on or after the effective date of the above amendment, or subsequent amendments of existing pole licenses, should contain the amended language. Mr. Papakonstantis seconded. All were in favor.

**MOTION:** Ms. Surman moved that to amend the licenses is in the interest of the public good. Mr. Papakonstantis seconded. All were in favor.

**MOTION:** Ms. Surman moved to adopt the resolution as presented at the public hearing, and to sign after adopting. Mr. Papakonstantis seconded. All were in favor.

**MOTION:** Ms. Surman moved to designate the Town Manager to sign the pole licenses with regard to this RSA. Mr. Papakonstantis seconded. All were in favor.

**MOTION:** Mr. Papakonstantis moved to adjourn. Ms. Gilman seconded. All were in favor and the meeting adjourned at 9:13 AM.

Respectfully submitted,  
Joanna Bartell,  
Recording Secretary

## Board Appointments and Resignations

## Parking Ordinance Amendment - Marston Street

**EXETER TOWN ORDINANCES AMENDMENT – CHAPTER ONE**

**Chapter One of the Town of Exeter Town Ordinances, Parking Regulations, is hereby amended as follows:**

Add:

101.2 Parking Prohibited on Specific Streets

“Marston Street West side of street”

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019

Exeter Select Board

\_\_\_\_\_  
Kathy Corson, Chair

\_\_\_\_\_  
Molly Cowan, Vice Chair

\_\_\_\_\_  
Niko Papakonstantis, Clerk

\_\_\_\_\_  
Julie D. Gilman

\_\_\_\_\_  
Anne L. Surman

Effective Date: \_\_\_\_\_

First reading: 3/25/19

4/8/19  
9/22/19





*Town Manager's Office*

MAR 14 2019

*Received*

Phillips Exeter Academy

March 11, 2019

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

Dear Mr. Dean,

**RE: Marston Street Parking**

Dear Mr. Dean,

On behalf of the Marston Street residents and Phillips Exeter Academy, I would like to respectfully request the Town of Exeter consider eliminating parking on the west side of Marston Street as shown on Attachment A. Parking would remain available on the east side of the street.

Elimination of the parking on the west side of the street would increase overall safety and visibility by eliminating congestion around driveways, improve the resident's privacy, and help minimize property damage by vehicles.

Thank you for your consideration of this request and please let me know if you have any questions or require additional information.

Sincerely,

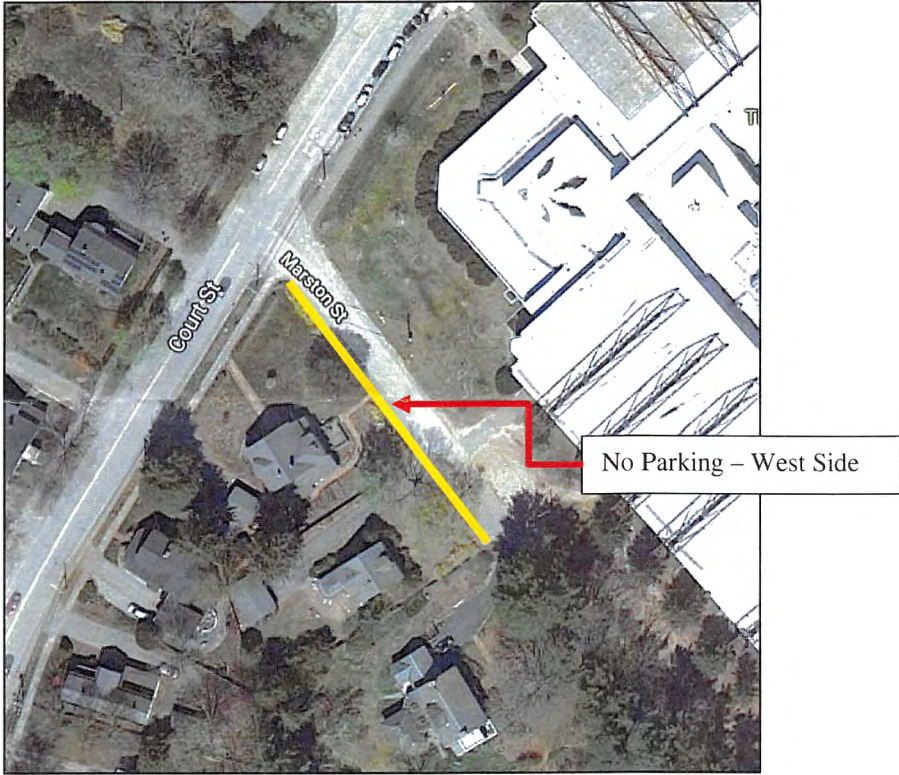
A handwritten signature in black ink, appearing to read 'Mark'.

Mark Leighton  
Director of Facilities Management  
Phillips Exeter Academy

CC:

Sarah and Jeremy James  
Bert and Pam Bourgeois

ATTACHMENT A





# EXETER POLICE DEPARTMENT

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*Memorandum*

*March 22, 2019*

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**To: Town Manager Russell Dean**

**From: Interim Chief Stephan Poulin**

**Ref: Marston Street Parking**

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Dear Mr. Dean,

I have reviewed the Marston Street parking change request and its map attachment "A" as received from Mark Leighton. I visited the site and looked for any legal or safety reasons which would prohibit the elimination of parking on the west side of the street.

I noted that there were no said factors present which would prohibit this change from being able to safely and effectively take place.

Respectfully submitted,

Stephan Poulin

## LED Streetlights Contract Recommendation



# EXETER, NH LED STREETLIGHTS

*Vote YES on Article 16 to convert our lights to LED and experience better lighting and reduced costs.*

*No tax impact, recommended 5-0 by select board*

**Current lighting 2018:**

**\$150K** annual energy costs

**300,000** annual KW hours

*life expectancy of bulbs 5+ yrs*

**Proposed LED lights 2019:**

**\$118K** annual energy costs

**107,000** annual KW hours

*life expectancy of bulbs 27+ yrs*

Current # of lights: 695

**Proposed**

**color:** warm white

**3000 Kelvin**

Annual carbon footprint reduction

**158 tons**

Annual energy cost savings

**\$30,000+**



*Info from Exeter Energy Committee, DPW. Energy modeling by Affinity Lighting 2019*





## EXETER PUBLIC WORKS DEPARTMENT

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

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

### MEMO

DATE: April 4, 2019

TO: Exeter Select Board  
Russell Dean, Town Manager

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

RE: LED Streetlight Conversion Contract

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The LED Streetlight warrant article, \$187,818 for conversion of the existing 695 streetlights within Town roadways, was approved at 2019 Town Meeting with over 86% voting in favor. Since then the Public Works Department has been working to finalize agreements with the contractor and Unitil and schedule the LED streetlight installation work as soon as possible. This project will reduce the Town's carbon footprint by 158 tons per year, reduce energy use by 193,000 kilowatt hours per year, and reduce energy costs by over \$30,000 per year (see attached info graphic from the Exeter Energy Committee).

Attached to this memo is a contract with Affinity LED Light LLC for the LED streetlight conversion project. It has been reviewed by me, Michael Ricker with Primex<sup>3</sup>, and Walter Mitchell of Mitchell Municipal Group, P.A. Affinity has addressed our comments and provided this revised contract for the Select Board's review and approval.

The Public Works Department continues to work with Unitil to finalize an agreement regarding payments, incentives/rebates, and repayments and other details. This includes

- **Net Book Value (NBV):** The Town will pay Unitil for the remaining value of the existing high pressure sodium and mercury vapor streetlights. Unitil determined the NBV at \$100,437 in April 2018; Unitil is updating the NBV for April 2019. The Town will pay Unitil the NBV via on-bill payments over 60 months at 0% interest.
- **Energy Rebates:** Unitil will issue the Town a rebate check for \$118,319 from NHSaves/RGGI. This amount was initially calculated in the fall of 2018. This rebate amount is being reviewed and confirmed by Unitil.
- **Gap Co-Pay:** Unitil issues a gap co-pay check to the Town to finance the remaining costs of the project, which is the difference between the full cost of the project of \$187,818 and the rebate of \$118,319; the gap co-pay is approximately \$69,499. This gap co-pay amount is being reviewed and confirmed by Unitil. The Town will repay Unitil this amount via on-bill payments over 60 months at 0% interest.

The Public Works Department will submit the Unitil agreement to the Select Board as soon as it is finalized and available, which we expect in the next few weeks.

Affinity anticipates the installation of the LED lights may occur as early as May 2019.



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of April, 2019 by and between The Town of Exeter, NH hereinafter called "Owner" and Affinity LED Light LLC, doing business as a partnership hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish and install approximately 695 LED street lights per the Unitil documented ledger of light fixtures with the Town of Exeter, hereafter called the Project, and per the pricing shown on the cost proposal spreadsheet dated December 4, 2018 and as specified herein; projected at a cost of \$187,818.00. Final pricing will depend on actual number of fixture size and types actually installed based on GIS audit review. Note: Project does NOT include networked lighting controls. Controls can be added at a later date as a separate project.
2. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein. However, the "Owner" will be responsible for the provision of any required uniformed-police details.
3. The Contractor will commence the work required by the Contract Documents and will complete Project by October 31, 2019.
4. The Contractor agrees to perform all work described in the Contract Documents and comply with the terms therein for the unit prices as shown in the cost proposal dated December 4, 2018.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the Contract Documents in such amounts as required by the Contract Documents.
6. The Owner may at its sole option add more light fixtures to be retrofitted with LEDs. The Owner would consult with the Contractor to set a schedule for the added fixtures. The Owner will pay for the additional work using the unit prices as bid or as agreed to under this agreement, unless otherwise agreed-to.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

OWNER:  
FOR THE TOWN OF EXETER

\_\_\_\_\_  
Signature

Name Russell Dean

Title Town Manager

CONTRACTOR:  
Affinity LED Light LLC

\_\_\_\_\_  
Signature

Title Steven R. Lieber

Name President

Affinity LED Light LLC  
133 Islington St, Unit #8  
Portsmouth, NH 03801





## **CONTRACT DOCUMENTS AND DEFINITIONS**

### **ARTICLE 1 - DEFINITIONS**

Wherever the words defined in this article, or pronouns used in their stead, occur in this Contract and specifications hereto attached, they shall have the meanings herein given.

1.1 OWNER – The word Owner shall mean the first party, any board, officer or agent, authorized to act for the said party of the first part, in the execution of the work of this Contract.

1.2 CONTRACTOR – The word Contractor shall mean the party of the second part, designated, entering into this Contract for the performance of the Work required, or the legal representative of said party or the agent appointed for said party in the performance of the work.

1.3 SUBCONTRACTOR – The word Subcontractor shall mean a person, firm or corporation supplying labor or materials for work at the site of the project for, and under separate Contract agreement with the General Contractor.

### **ARTICLE 2 - OBLIGATIONS AND LIABILITY**

2.1 The Contractor shall complete the work to the satisfaction of the Public Works Director at the prices herein agreed upon and fixed therefore.

2.2 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. If a uniformed officer and police detail are mandated, the Owner shall be responsible for this cost and will arrange coverage. The Contractor shall bear all losses resulting to him or the Owner on account of the amount of character of the work or on the account of weather elements or other causes. The Contractor shall assume the defense of all claims of whatsoever against the Contractor or the Owner and indemnify, save harmless, and insure the Owner, its officers or agents, against claims that may arise from injury or damage to persons, corporations or property. Claims against the Contractor shall be settled in an expedient manner, proof of which shall be provided to the Public Works Director.

2.3 The Owner disclaims any authority or responsibility for job site safety and for the safety of persons who are or are not part of the construction process. It is understood and agreed that the Owner will not be responsible for compliance of safety programs, put forth by the Contractor or related OSHA regulation required to be followed by the Contractor, employees, Subcontractors and agents. Job site safety shall be the responsibility of the Contractor at all times.



### **ARTICLE 3 - PUBLIC WORKS DIRECTOR TO DECIDE**

3.1 In the event of any questions or disputes as to the interpretation, application or intent of any provisions in this Contract, the Contractor shall immediately notify the Town's Public Works Director in writing of any issues; the Public Works Director shall consult with the Contractor and a decision shall be made by the Public Works Director, which decision shall be final and binding on both parties.

3.2 Nothing in this agreement shall be construed as giving the Public Works Director the responsibility to direct construction methods, techniques, procedures or safety methods.

### **ARTICLE 4 - INTENTIONS OF DOCUMENTS**

4.1 See Article 3.1 above.

### **ARTICLE 5 - ABSENCE OF CONTRACTOR**

5.1 Work shall neither commence nor proceed unless supervised by the Contractor or his duly authorized superintendent. Delays in the work due to the absence of the Contractor or his duly authorized representative shall not constitute reason for extension of time for completion. The Public Works Director shall be notified at least 24 hours in advance for any deviation from the normal daily work schedule.

### **ARTICLE 6 - PARTS OF THE CONTRACT**

6.1 The proposal submitted by the Contractor, the Specifications, are made parts of this Contract.

### **ARTICLE 7 - ERRORS AND OMISSIONS**

7.1 See Article 3.1 above.

### **ARTICLE 8 – INSURANCE**

8.1 Indemnification

8.1.1 The Contractor shall indemnify and hold harmless the Owner against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, whose acts may be liable, regardless of whether or not is caused in part by a party indemnified hereunder.



8.1.2 In any and all claims against the Owner, or its employees by any employee of the Contractor, or anyone directly or indirectly employed by the Owner, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workman’s compensation acts, disability benefits act or other employee benefit acts.

8.2 Insurance – requirements shall be as follows:

**Workers Compensation – Statutory with Employers Liability as follows:**

E.L. (employers liability) each accident: \$500,000

E.L. disease – each employee: \$500,000

E.L. disease – policy limit: \$500,000

**Commercial Auto Liability:**

Combined Single Limit (bodily injury and property damage) – each accident: \$1,000,000

**Commercial General Liability:**

Each occurrence: \$1,000,000

General Aggregate: \$2,000,000 with per project aggregate endorsement

Products/Completed Operations Aggregate: \$2,000,000

**Commercial Umbrella/Excess Liability:**

Each Occurrence: \$1,000,000

General Aggregate: \$1,000,000

Products/Completed Operations Aggregate: \$1,000,000

**Owners Liability – Named Insured: The Town of Exeter**

The Town of Exeter shall be named as an additional insured for on-going and completed operations on a primary and noncontributory basis by way of certificate of insurance and amendatory endorsement on all liability insurance policies required above.

8.3 The insurance provided herein is to be primary, and no insurance held or owned by the Town shall be called upon to contribute to a loss.

8.4 A copy of the required policy endorsements shall be attached to each certificate submitted.

8.5 The Owner, in its sole discretion, reserves the right to increase or reduce the required limits, or to require other forms of insurance, as deemed appropriate in relation to the scope of a project. For example, some projects



may require pollution liability, professional liability or other specialty coverages

## **ARTICLE 9 – COMPLIANCE WITH LAWS**

9.1 The Contractor at all times, shall observe and comply with, and cause all his agents and employees to observe and comply with all such laws, ordinances, regulations, orders or decrees; and shall protect and indemnify the Owner, its officers and agents against all claims or liability arising from or based upon violation of any such law, ordinances, regulations, orders or decrees, whether by himself or his employees.

## **ARTICLE 10 – NOT TO SUBLET**

10.1 The Contractor shall give his personal attention constantly to the faithful prosecution of the work, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, nor subject the work or any part thereof, without the previous written consent of the Owner, and shall not either legally or equitably assign any of the monies payable under this agreement or his claim thereto, unless by and with the like consent of the Owner.

## **ARTICLE 11 – TIME OF BEGINNING WORK**

11.1 It is the intent of this Contract to have the Contractor commence work within the Town on or before April 15, 2019. However, the actual commencement date may occur earlier based upon discussion between Contractor and Owner and all 'date certain' milestones will be agreed upon at that time.

11.2 No work shall begin on any Town street before 7:00 a.m. and all daily activity shall finish before the hour of 7:00 p.m. unless prior authorization has been granted by the Town.

## **ARTICLE 12 – DELAY BY OWNER**

12.1 The Owner may delay the beginning of the work or any part thereof, if materials or equipment to be furnished by the Owner are not delivered. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to such additional time wherein to perform and complete this Contract on his part as the Public Works Director shall certify in writing to be just.

## **ARTICLE 13 – TIME OF COMPLETION**

13.1 The rate of progress shall be such that work shall be performed and completed in accordance with the terms of this Contract.

13.2 It is agreed that the rate of progress herein required has been purposely made slow enough to allow for the ordinary delays incident to construction work of this



character. No extension of time will be made for ordinary delays, inclement weather and accidents, and occurrences of such will not relieve the Contractor from the necessity of maintaining the rate of progress.

13.3 If delays are caused by acts of god, acts of government or State, extra work, or contingencies clearly beyond the control or responsibilities of the Contractor, the Contractor shall be entitled to additional time wherein to perform and complete this Contract on his part as the Owner may grant.

13.4 The Contractor shall provide a schedule to meet the milestones depicted within this document. Changes to the schedule should only be made through written documentation. The Contractor agrees to exercise diligence in the performance of its services consistent with the agreed upon schedule, subject, however, to the generally accepted standards of care for performance of such services.

13.5 **Work is expected to be fully complete by October 31, 2019.**

13.6 If work has begun and is stopped for any reason (including acts of god) the Contractor is required to take all necessary care to ensure the public safety at all times, (satisfactory to the Owner), at its own expense. Failure to ensure the public safety (including maintaining reclaimed roadways) may be deemed a breach of Contract.

#### **ARTICLE 14 – NIGHT AND SUNDAY WORK**

14.1 Night work is generally not to be assumed, however, may be requested by the Owner or Contractor.

14.2 No Sunday work is permitted, except in great emergency, and to such extent that may be necessary.

#### **ARTICLE 15 – EMPLOY COMPETENT PERSONS**

15.1 The Contractor shall employ only competent persons to do the work, and whenever the Public Works Director shall notify the Contractor in writing that any such persons on the work is, in his opinion, incompetent, such persons shall be discharged from the work and shall not again be employed on it, except with the consent of the Public Works Director.

#### **ARTICLE 16 – LABOR AND EQUIPMENT**

16.1 If in the opinion of the Public Works Director the Contractor is not employing sufficient labor or equipment to complete the Contract within the time specified the Public Works Director may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to properly progress. Failure of the Contractor to comply in the request of the Public Works Director shall be considered a violation of this Contract.



## **ARTICLE 17 – LIQUORS AND DRUGS**

17.1 The Contractor shall not sell and shall neither permit the use of intoxicating liquors or drugs or other materials upon or about the work.

## **ARTICLE 18 – ACCESS TO WORK**

18.1 The Owner reserves the right if in his opinion, public health, safety and welfare are jeopardized, to access the work and if necessary to employ forces, not a party to this Contract for the correction of hazards or defects in the work performed by the Contractor and the costs and or performance of such work shall be set forth in Article 24.

## **ARTICLE 19 – EXAMINATION OF WORK**

19.1 The Public Works Director shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this Contract, even to the extent of uncovering portions of the work.

## **ARTICLE 20 – DEFECTIVE WORK**

20.1 The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Public Works Director and accepted or estimated for payment. If any portions of the work are found to be defective before the final acceptance of the whole work, the Contractor shall forthwith make

good such defects in a manner satisfactory to the Public Works Director, and if any material brought upon the ground for use in the work shall be condemned by the Public Works Director as unsuitable or not in conformity with the specifications the Contractor shall remove such materials from the vicinity of the work and make good areas of uncertainty at the Contractor's expense to the satisfaction of the Public Works Director.

## **ARTICLE 21 – MISTAKES OF CONTRACTORS**

21.1 The Contractor shall pay the Owner, all expenses, losses, and damages as determined by the Public Works Director incurred in consequence of any defect, omission or mistake of the Contractor or the making good thereof.

## **ARTICLE 22 – RIGHT TO MATERIALS**

22.1 Nothing in this Contract shall be constructed as vesting in the Contractor any right of property in any of the materials removed (castings, reclaim, etc.) or placed once



having been affixed to the work or the soil, but all such materials shall, upon being so removed, attached or affixed become the property of the Owner.

### **ARTICLE 23 – LIMITATIONS OF WORK**

23.1 Should the Contractor consider himself entitled to extra compensation on account of alterations or changes he shall notify the OWNER by making his claim in writing.

23.2 Should, in the opinion of the Public Works Director any contemplated change in the quantities of the work or alterations thereof, materially change the character of the work or any part thereof, or materially affect the compensation of the same, then the work shall be considered extra work.

### **ARTICLE 24 – EXTRA WORK**

24.1 The Contractor shall perform work incidental to the proper completion of the Contract. The amount of compensation to be paid to the Contractor for extra work shall be determined as one of the following:

24.1.1 By unit prices, if any as set forth in the Contract

24.1.2 If no unit prices are set forth, then by unit prices or by lump sum mutually agreed by the Owner and the Contractor; or

24.1.3 If no unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum then by the actual net costs in money to the Contractor as approved by the Public Works Director of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%).

24.2 The Owner and Contractor may agree to extend this Contract for an extent to be agreed upon, however for no more than 5 fiscal years.

### **ARTICLE 25 – EXTRA TIME**

25.1 When extra work is ordered during the progress of work, which required, in the opinion of the Public Works Director, an unavoidable increase of time for the completion of the Contract a suitable extension of completion shall be made, only upon approval of the Owner.

### **ARTICLE 26 – CLAIMS FOR DAMAGES**

26.1 If the Contractor claims compensation for any damages for work performed or material furnished in accordance with the terms of this Contract or for any other cause, he shall promptly, after sustaining of any damage, make a written statement of the



damage sustained, to the Owner and shall on or before the fifteenth day of the month following that in which the damage shall have been sustained, file with the Owner an itemized statement of the details and the amount of damage. Unless such statement is made, his claim for compensation shall be forfeited and invalidated and shall not be entitled to payment on account of any such damage.

## **ARTICLE 27 – ABANDONMENT OF WORK**

27.1 If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without consent by the Owner or the rate of progress is unreasonably delayed or that the Contractor has violated any of the provisions of this Contract, the Owner may notify the Contractor by a written order, with a copy mailed to the home office of the Surety, to discontinue all work or any part thereof and the Owner may thereupon by Contract or otherwise as it may determine, complete the work and charge the entire expense of completing the work; and for such completion the Owner for itself or its Contractors may take possession of and use or cause to be used in the completion of the work, materials, equipment, machinery, implements and tools of every description as may be found at the location of such work.

27.2 This article shall also include emergency situations where the Contractor is unable to be reached or has been unresponsive to alerts made by the Public Works Director or Owner. Every effort shall be made by the Owner to reach said Contractor. No action during emergency situations may be considered a breach of Contract, however;

27.2a All expenses charged under this article shall be deducted and paid by the Owner out of any monies due or to become due to the Contractor under this agreement. The Owner shall not be held to the lowest figures for the work of completing the Contract or any part thereof; (including emergency response) all sums actually paid therefore shall be charged to the Contractor. In case the expense so charged are less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor shall be entitled to the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

## **ARTICLE 28 – PRICES OF WORK**

281. The Owner shall pay and the Contractor shall receive the prices stipulated in the proposal attached hereto as full compensation for everything furnished and done by the Contractor under this agreement and for faithfully completing the work.

## **ARTICLE 29 - MEASUREMENT AND PAYMENT**

29.1 Any and all work necessary to complete the proposal items should be accounted for by the Contractor, if for any reason a task(s) to complete a proposal item is not included in these documents it shall be considered incidental to the proposal item.





Payment Procedures are described in this Agreement and / or as determined during the Pre-construction meeting.

29.2 Contractor shall be paid according to the items in the proposal as successfully completed within a given pay period and with the details outlined in the Contract specifications. Payment will be based on the actual amount of work accepted.

29.3 An initial 50% deposit of the project total value will be paid to the Contractor prior to the start of the project. Deposit will be applied to all subsequent material and installation billing. Installation of street lights will be invoiced weekly until project completion.

29.4 Payments to the Contractor will be made for the actual quantities put in place and accepted in accordance with the Contract Documents. At all times the Contractor's unit prices will govern payment, unless a penalty is assessed by the Owner.

29.5 When alterations in the quantities of work not requiring a supplemental agreement, as herein before provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits.

29.6 Should any items contained in the bid form be found unnecessary for the proper completion of the work Contracted, the Owner may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

29.7 Partial payments shall be made as the work progresses as pay requisitions are received from the Contractor.

29.8 Final Payment will be due when the Contractor has completed all work and the Contractor has submitted all required paperwork.

### **ARTICLE 30 – SAFETY AND HEALTH REGULATIONS**

30.1 In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act; and shall maintain all accurate records in all cases of death, occupational disease and injuries requiring medical attention or causing loss of time from work, arising out of and in course of employment on Work under this Contract.

30.2 The Contractor alone is responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which may result from the failure or the improper construction, maintenance or operation.

30.3 The Contractor shall comply with the requirements of the Occupational Safety and Health Act.



### **ARTICLE 31 – LIABILITY OF THE OWNER**

31.1 No person, firm or corporation, other than the signer of this Contract as Contractor now has any interest hereunder and no claim shall be made or to be valid, and neither the Owner nor any agent of the Owner, shall be liable for or to be held to pay any money except as herein provided. The acceptance by the Contractor of the payment of the final estimate shall operate as and shall be a release to the Owner, and every agent of the Owner, from all claims and liability to the Contractor for anything done or furnished for or relating to the work, except the claim against the Owner for the remainder, if any thereby, of the amounts kept or retained as herein provided.

### **ARTICLE 32 – GUARANTEES**

32.1 The Contractor guarantees that the work to be done under this Contract and the materials to be furnished by him for use in the construction of the same will be free from defects or flaws. This guaranty shall be for a period of one year and after the date of acceptance.

32.2 Contractor warrants that the LED lighting fixtures will be free of defects in material and workmanship for a period of TEN (10) YEARS from the date of original purchase. This limited warranty shall be void if the product is not used for the purpose for which it was designed.

32.3 It is hereby agreed and understood that this guaranty shall not include repairs made necessary, by any cause other than defective work or materials furnished by the Contractor. The Contractor shall at all times within said period of guaranty keep the surface of the ground over his work in the condition required by this Contract and refill settlement or erosion due to any cause whatsoever during the work or when directed by the Public Works Director. Should he fail to do so, the Owner may have said work completed as described in ARTICLE 24.

### **ARTICLE 33 – RESPONSIBILTY FOR UTILITIES AND SERVICES**

33.1 At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

33.2 The Contractor shall cooperate with the Owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and the duplication of rearrangement work may be reduced to a minimum and that service rendered by those parties will not be unnecessarily interrupted.



## **ARTICLE 34 – TERMINATION**

34.1 Upon fourteen calendar (14) days written notice to the Contractor, Owner may without cause and without prejudice to any other right of remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work executed at the Contract prices prior to the date of termination as its sole remedy.



## Warranty Statement

Affinity LED Light LLC



### Street Lighting – 10 Year Limited Warranty Policy

This limited warranty is provided by Affinity LED Light LLC ("Seller") to Exeter, New Hampshire ("Purchaser"), as the original purchaser of the LED street lighting products as identified on Seller's invoice reflecting its original purchase (the "Product"). Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by the Seller, in its sole discretion, with consideration given to the overall performance of the Product. This limited warranty is void if the product is not used for the purpose for which it was designed.

A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is 10% or less of the total number of LED components in the Product. If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund the purchase price of the Product, repair the Product, or replace the Product with a comparable product utilizing current technology at the time of replacement.

This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to acts of God or nature; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; unauthorized alteration/repair; accidents; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider.

This limited warranty includes field labor and service charges exclusively related to the repair or replacement of the Product determined defective, for a period of **ONE (1) YEAR** from the date of original purchase.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

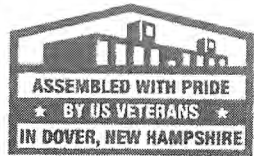
In order to make a warranty claim, Purchaser must notify Seller in writing within sixty (60) days after discovery of the defect and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require Purchaser to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Before returning any product, a Returned Material Authorization should be obtained from the Seller, and the RMA # clearly marked on the return packaging. Failure to exercise the above RMA policy and procedures will void all warranty responsibilities on behalf of Affinity LED Light LLC.

The foregoing warranty provisions are exclusive and are given and accepted in lieu of any and all other warranties, whether expressed or implied, including without limitation any warranty against infringement and any implied warranties of merchantability or fitness for a particular purpose. In no event shall Seller be liable for incidental, compensatory, consequential, indirect, special, or other damages. Seller's aggregate liability with respect to a defective product shall in any event be limited to the monies paid to Seller for that defective product.

This warranty is effective for purchases of Products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

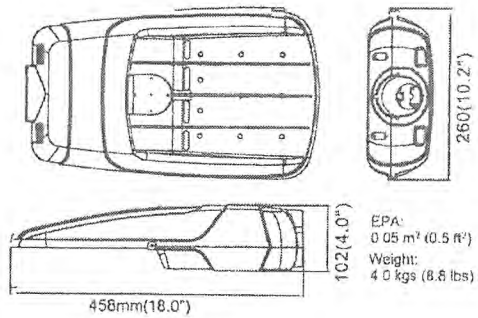
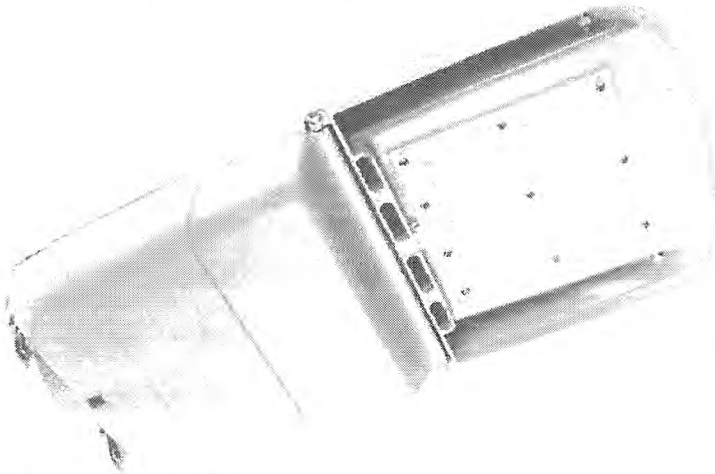
**Effective Date: Upon Contract / Invoice Date**

ATTACHMENT "A"



## S800 Series Roadway Luminaire LED Street & Area Lighting

The S800 Series distills the benefits of combining industry-leading components and LED technology with pragmatic design and American-Built reliability. The outstanding photometric performance results in sites with excellent uniformity, allowing greater pole spacing and lower power density. The S800 Series is the best alternative available for traditional street and area lighting with quick payback and improved performance.



### Standard Features

- ★ Night Sky Friendly (zero uplight) with integrated backlight-shield
- ★ Reduced-glare optical lenses standard in Type II, Type III and Type V photometric distributions
- ★ Available in 3000K, 4000K and 5000K Correlated Color Temperatures
- ★ Tool-Less Entry with Connect-Safe™ for Lineman Friendly installation
- ★ Die-Cast Aluminum Housing and Housing Door with Ultra-durable powder-coat finish that resists corrosion, abrasion and UV-degradation
- ★ Integrated Tilt Adjustment ±5°
- ★ Built-in Bird-Guard
- ★ Input Voltage: 120-277V or 347-480V, 50/60Hz
- ★ Ambient Operating Temperatures -40°C to +50°C
- ★ Smart Ready with 7-pin Photocontrol Receptacle (per ANSI C136.41) and 0-10V Dimming Capability
- ★ LED Lifetime Rating >120,000 hours L70 @55°C (per IESNA TM-21-11)
- ★ 10-Year Limited Warranty

### Product Specifications

EXAMPLE: S80X-XXW-XXK-TX-10-XX-M ⇌ S800-65W-40K-T2-10-GR-M						
MODEL	POWER	COLOR	DISTRIBUTION	CONTROL OPTION	FINISH	DRIVER
S800	25W	30K: 3000K	T2: Type II	10: 0-10V Dimming	BR: Bronze	M: Meanwell
	40W	40K: 4000K	T3: Type III		BL: Black	
	65W	50K: 5000K	T5: Type V		GR: Gray	
S801	80W	57K: 5700K			WH: White	
	100W					

# S800 Series Performance Data

## Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end user environment and application. Actual wattage may differ by +/- 10% when operating between 120-277V +/- 10%. Contact us directly for performance data on any configurations not shown here.

MODEL	LEDS	LED CURRENT	SYSTEM WATTS	DIST TYPE	3000K				4000K					
					LUMENS	B	U	G	LPW	LUMENS	B	U	G	LPW
S800	10	0.7A	25W	T2	2919	1	0	1	116	2825	1	0	1	113
				T3	2938	1	0	1	116	2866	1	0	1	115
				T5	2783	2	0	2	111	2824	2	0	2	113
	16	0.75A	40W	T2	4941	2	0	2	121	4852	1	0	1	121
				T3	4899	1	0	1	119	4706	1	0	1	118
				T5	4697	3	0	2	115	4744	3	0	3	119
	16	1.15A	65W	T2	6760	2	0	2	108	6714	2	0	2	103
				T3	6831	2	0	2	109	6889	2	0	2	106
				T5	6404	3	0	3	102	6683	3	0	3	103
S801	28	0.7A	80W	T2	9316	3	0	3	116	9274	2	0	2	116
				T3	9357	2	0	2	116	9407	2	0	2	118
				T5	8903	3	0	3	110	8950	3	0	3	112
	28	1.0A	100W	T2	10461	3	0	3	111	10886	3	0	3	109
				T3	10427	2	0	2	111	10813	2	0	2	108
				T5	10041	4	0	3	107	10075	4	0	4	101

## Certifications and Qualifications

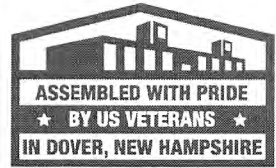
- ★ DesignLights Consortium® Qualified Products Listed (DLC QPL)
- ★ UL® Certified Manufacturing Site in Dover, NH
- ★ Certified Electrical & Photometric Measurements (per IESNA LM-79-08)
- ★ Certified to ANSI C136.31-2001 3G Bridge & Overpass Vibration standards
- ★ 10Kv Surge Suppression Protection tested in accordance with IEEE/ANSI C62.41.2
- ★ Luminaire & finish endurance tested to ASTM B1117-11 Salty Fog test standards
- ★ Additional Powder-Coating Strength & Adhesion testing (meets ASTM D454/D522 standards)
- ★ Suitable for Wet Location, meets IP66 (per IEC 60529-2013 standards)
- ★ Meets FCC Part15, Subpart B, Class B per ANSI C63.4-2014
- ★ Meets International Dark Sky Association requirements for reduced glare, light trespass & light pollution
- ★ RoHS Compliant
- ★ American Built by U.S. Veterans



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 fax +1-603-590-8897  
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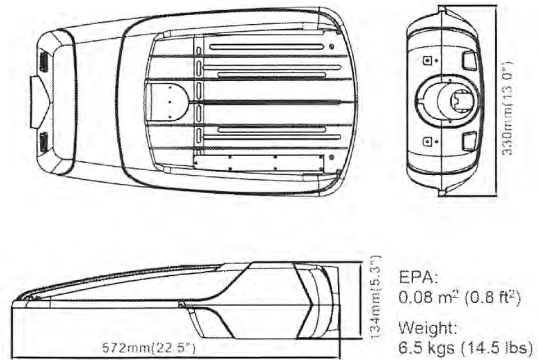
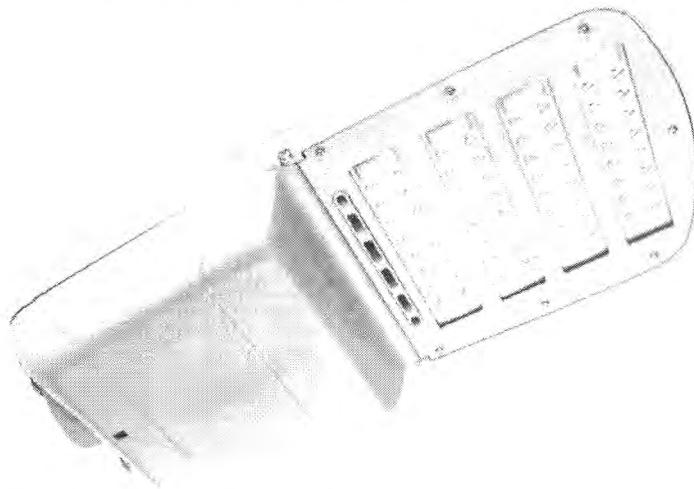






## S802 - S803 Series Roadway Luminaire LED Street & Area Lighting

The S800 Series distills the benefits of combining industry-leading components and LED technology with pragmatic design and American-Built reliability. The outstanding photometric performance results in sites with excellent uniformity, allowing greater pole spacing and lower power density. The S800 Series is the best alternative available for traditional street and area lighting with quick payback and improved performance.



### Standard Features

- ★ Night Sky Friendly (zero uplight) with integrated backlight-shield
- ★ Reduced-glare optical lenses standard in Type II, Type III and Type V photometric distributions
- ★ Available in 3000K, 4000K and 5000K Correlated Color Temperatures
- ★ Tool-Less Entry with Connect-Safe™ for Lineman Friendly installation
- ★ Die-Cast Aluminum Housing and Housing Door with Ultra-durable powder-coat finish that resists corrosion, abrasion and UV-degradation
- ★ Integrated Tilt Adjustment  $\pm 5^\circ$
- ★ Built-in Bird-Guard
- ★ Input Voltage: 120-277V or 347-480V, 50/60Hz
- ★ Ambient Operating Temperatures  $-40^\circ\text{C}$  to  $+50^\circ\text{C}$
- ★ Smart Ready with 7-pin Photocontrol Receptacle (per ANSI C136.41) and 0-10V Dimming Capability
- ★ LED Lifetime Rating  $>120,000$  hours L70 @ $55^\circ\text{C}$  (per IESNA TM-21-11)
- ★ 10-Year Limited Warranty

### Product Specifications

EXAMPLE: S80X-XXXW-XXK-TX-10-XX-M ⇔ S803-150W-40K-T2-10-GR-M						
MODEL	POWER	COLOR	DISTRIBUTION	CONTROL OPTION	FINISH	DRIVER
S802	120W 180W	30K: 3000K 40K: 4000K	T2: Type II T3: Type III	10: 0-10V Dimming	BR: Bronze BL: Black GR: Gray WH: White	M: Meanwell
S803	150W 240W	50K: 5000K 57K: 5700K	T5: Type V			

# S802 - S803 Series Performance Data

## Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end user environment and application. Actual wattage may differ by +/- 10% when operating between 120-277V +/- 10%. Contact us directly for performance data on any configurations not shown here.

MODEL	LEDS	LED CURRENT	SYSTEM WATTS	DIST TYPE	3000K				4000K					
					LUMENS	B	U	G	LPW	LUMENS	B	U	G	LPW
S802	48	0.7A	120W	T2	12578	3	0	2	112	13168	3	0	3	121
				T3	12730	2	0	2	113	13251	3	0	3	118
				T5	13108	3	0	1	116	13748	3	0	0	119
		1.0A	180W	T2	17081	3	0	3	100	18542	3	0	3	103
				T3	17058	3	0	3	100	17989	3	0	3	106
				T5	17385	4	0	1	102	18492	4	0	1	103
S803	64	0.7A	150W	T2	16768	3	0	3	115	16984	3	0	3	116
				T3	16768	3	0	3	115	17437	3	0	3	118
				T5	17233	4	0	1	117	17148	4	0	1	112
		1.0A	240W	T2	21717	3	0	3	101	24376	3	0	3	109
				T3	21742	3	0	3	98	24837	3	0	3	108
				T5	22261	4	0	1	102	24473	5	0	1	101

## Certifications and Qualifications

- ★ DesignLights Consortium® Qualified Products Listed (DLC QPL)
- ★ UL® Certified Manufacturing Site in Dover, NH
- ★ Certified Electrical & Photometric Measurements (per IESNA LM-79-08)
- ★ Certified to ANSI C136.31-2001 3G Bridge & Overpass Vibration standards
- ★ 10Kv Surge Suppression Protection tested in accordance with IEEE/ANSI C62.41.2
- ★ Luminaire & finish endurance tested to ASTM B1117-11 Salty Fog test standards
- ★ Additional Powder-Coating Strength & Adhesion testing (meets ASTM D454/D522 standards)
- ★ Suitable for Wet Location, meets IP66 (per IEC 60529-2013 standards)
- ★ Meets FCC Part15, Subpart B, Class B per ANSI C63.4-2014
- ★ Meets International Dark Sky Association requirements for reduced glare, light trespass & light pollution
- ★ RoHS Compliant
- ★ American Built by U.S. Veterans



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### Product Descriptions

Affinity LED Lighting's new All Weather Area & Roadway Flood Luminaire delivers reliable, weather-rated maintenance-free high-lumen output lighting. The lightweight functional design is made from die-cast aluminum, with a corrosion resistant waterproof powder-coat finish, IP65 rating ANS 0-10V Dimming capability.

### Product Specifications

Type	A & R Flood	Model number	FL2-80W-XXK
Equivalent to	150-200W	Operating Temp	-30°C~40°C
Wattage	80W	Lifetime	>50,000Hrs
Lumen	9,600m	CRI	Ra≥80
Voltage	100-277V	LxWxH	320X250X86mm
CCT	3000-5000K	Weight	3.7kg (8 lbs)
Power factor	>93%	Current	0.731 Amps
Beam angle	Type II (120°x90°) Type III (150°x105°)		

### Features & Applications

- Rated lamp life 50,000Hrs
- No mercury, no IR or UV, reduces energy cost up to 70%
- 10 Yr Limited Warranty ( See Warranty Statement for details)
- Perfect alternative to MH & HPS Shoebox and Area Floods
- Roadways
- Parking Lots
- Area Lighting
- Parks

### Packing details

Packaging Type	Master Carton (1pc)
Dimensions ( L x W x H )	360*345*115mm

**80W Area & Roadway Flood**  
**FL2-80W-XXK**

**Product Advantages**

High performance PHILIPS Luxeon LED's

Corrosion resistant powder-coat finish

Instant-On Full Brightness

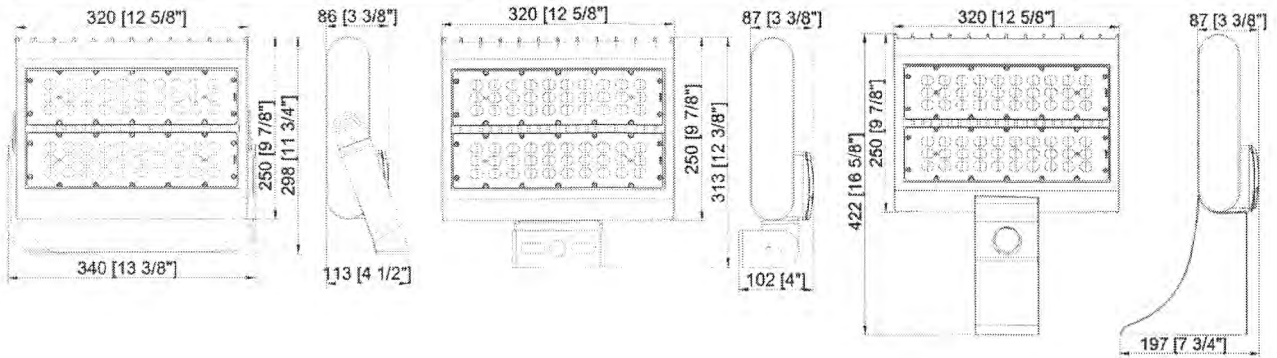


Multiple Bracket Mount Options

Shatter and UV Resistant Type II lens

IP65 Rating

**Mounting**



Model Number	Watt	Lumen	CCT	DLC
FL2-80W-XXK	80W	9,600lm	3000K, 4000K, 5000K	Yes

**Certifications**



**LM79 LM80**



# 100W Area & Roadway Flood FL2-100W-XXK



## Product Descriptions

Affinity LED Lighting's new All Weather Area & Roadway Flood Luminaire delivers reliable, weather-rated maintenance-free high-lumen output lighting. The lightweight functional design is made from die-cast aluminum, with a corrosion resistant waterproof powder-coat finish, IP65 rating ANS 0-10V Dimming capability.

## Product Specifications

Type	Area Flood	Model number	FL2-100W-XXK
Equivalent to	250W	Operating Temp	-30°C~40°C
Wattage	100W	Lifetime	>50,000Hrs
Lumen	11,614lm	CRI	Ra≥80
Voltage	100-277V	LxWxH	320X250X86mm
CCT	3000-5000K	Weight	3.7kg (8 lbs)
Power factor	>93%	Current	1.237 Amps
Beam angle	Type II (120°x90°) Type III (150°x105°)		

## Features & Applications

- Rated lamp life 50,000Hrs
- No mercury, no IR or UV, reduces energy cost up to 70%
- 10 Yr Limited Warranty ( See Warranty Statement for details)
- Perfect alternative to MH & HPS Shoebox and Area Floods
- Roadways
- Parking Lots
- Area Lighting
- Parks

## Packing details

Packaging Type	Master Carton (1pc)
Dimensions ( L x W x H )	360*345*115mm

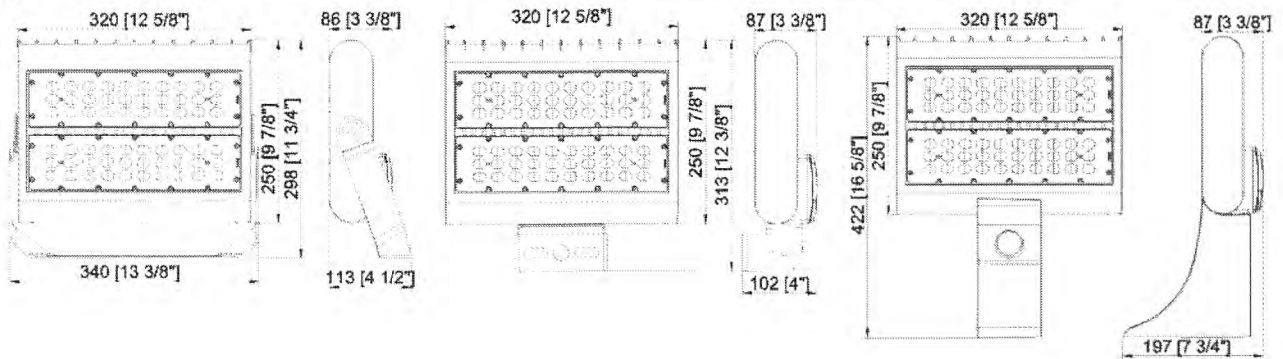
### Product Advantages

- High performance PHILIPS Luxeon LED's
- Corrosion resistant powder-coat finish
- Instant-On Full Brightness



- Multiple Bracket Mount Options
- Shatter and UV Resistant Type II lens
- IP65 Rating

### Mounting



Model Number	Watt	Lumen	CCT	DLC
FL2-100W-XXK	100W	11,614lm	3000K, 4000K, 5000K	Yes

### Certifications



LM79 LM80

Town of Exeter Outdoor Light Data - 2018

Pole #	Customer Name	Street Name	City	State	Zip	Device Kind Desc	Device Make Desc	Device Model Desc	Device Size Desc	Updated Year
001-0003-0-00-00-41	TOWN OF EXETER	ALLARD ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
001-0007-0-00-00-41	TOWN OF EXETER	ALLARD ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
002-0005-0-00-00-41	TOWN OF EXETER	ALLEN ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
002-0007-0-00-00-41	TOWN OF EXETER	ALLEN ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
002-0010-0-00-00-41	TOWN OF EXETER	ALLEN ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
002-0013-0-00-00-41	TOWN OF EXETER	ALLEN ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
003-0001-0-00-00-41	TOWN OF EXETER	ANNS LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2006
004-0002-0-00-00-41	TOWN OF EXETER	APPLEDORE AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2009
004-0005-0-00-00-41	TOWN OF EXETER	APPLEDORE AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
005-0002-0-00-00-41	TOWN OF EXETER	ARBOR ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
005-0004-0-00-00-41	TOWN OF EXETER	ARBOR ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
007-0005-0-00-00-41	TOWN OF EXETER	ASH ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2012
008-0004-0-00-00-41	TOWN OF EXETER	ASHBROOK RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
008-0009-0-00-00-41	TOWN OF EXETER	ASHBROOK RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
008-0012-0-00-00-41	TOWN OF EXETER	ASHBROOK RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
008-0014-0-01-00-41	TOWN OF EXETER	MEADOWWOOD DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2010
008-0016-0-00-00-41	TOWN OF EXETER	ASHBROOK RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
008-0021-0-00-00-41	TOWN OF EXETER	ASHBROOK RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2013
009-0004-0-00-00-41	TOWN OF EXETER	AUBURN ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
009-0008-0-00-00-41	TOWN OF EXETER	AUBURN ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2011
010-0002-0-00-00-41	TOWN OF EXETER	BAYBERRY LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
010-0006-0-00-00-41	TOWN OF EXETER	BAYBERRY LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
011-0003-0-00-00-41	TOWN OF EXETER	BEECH HILL RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2010
011-0008-0-00-00-41	TOWN OF EXETER	BEECH HILL RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2005
011-0014-0-00-00-41	TOWN OF EXETER	BEECH HILL RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2007
011-0019-0-00-00-41	TOWN OF EXETER	BEECH HILL RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2002
011-0025-0-00-00-41	TOWN OF EXETER	BEECH HILL RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2002
011-0031-0-00-00-41	TOWN OF EXETER	BEECH HILL RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
011-0058-0-00-00-41	TOWN OF EXETER	BEECH HILL RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2002
012-0004-0-00-00-41	TOWN OF EXETER	BELL AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1995
012-0009-0-00-00-41	TOWN OF EXETER	BELL AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1995
012-0012-0-00-00-41	TOWN OF EXETER	BELL AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2000
012-0012-0-02-00-41	TOWN OF EXETER	BELL AVE	EXETER	NH	03833	OL FLOOD LIGHT	OL 400 WATTS	OL MERCURY VAPOR	OL 20000 LUMENS	1999
012-0014-0-00-00-41	TOWN OF EXETER	BELL AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
013-0014-0-00-00-41	TOWN OF EXETER	BIRCH RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2000
014-0003-0-00-00-41	TOWN OF EXETER	BITTERSWEET LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
015-0002-0-00-00-41	TOWN OF EXETER	BLANCHE LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
016-0002-0-00-00-41	TOWN OF EXETER	BLOSSOM LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
017-0003-0-00-00-41	TOWN OF EXETER	BONNIE DR	EXETER	NH	03833	OL STREET LIGHT	OL 100 WATTS	OL MERCURY VAPOR	OL 3500 LUMENS	1994
019-0003-0-00-00-41	TOWN OF EXETER	BOW ST	EXETER	NH	03833	OL STREET LIGHT	OL 150 WATTS	OL SODIUM VAPOR	OL 16000 LUMENS	2004
019-0003-0-02-00-41	TOWN OF EXETER	BOW ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2008
019-0003-0-03-00-41	TOWN OF EXETER	BOW ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2008
019-0004-0-00-00-41	TOWN OF EXETER	BOW ST	EXETER	NH	03833	OL FLOOD LIGHT	OL 250 WATTS	OL SODIUM VAPOR	OL 30000 LUMENS	1998
019-0004-0-00-00-41	TOWN OF EXETER	BOW ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1998
019-0005-0-00-00-41	TOWN OF EXETER	BOW ST	EXETER	NH	03833	OL STREET LIGHT	OL 150 WATTS	OL SODIUM VAPOR	OL 16000 LUMENS	2013
021-0006-0-00-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2009
021-0008-0-00-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2006
021-0010-0-00-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
021-0012-0-00-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 100 WATTS	OL MERCURY VAPOR	OL 3500 LUMENS	1998
021-0017-0-00-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
021-0027-0-00-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2010
021-0030-0-00-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2007
021-0048-0-51-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
021-0064-0-00-00-41	TOWN OF EXETER	BRENTWOOD RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2006
022-0003-0-00-00-41	TOWN OF EXETER	KELBY SCOTT WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
022-0006-0-00-00-41	TOWN OF EXETER	KELBY SCOTT WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
023-0002-0-00-00-41	TOWN OF EXETER	BROWNS CT	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
024-0002-0-00-00-41	TOWN OF EXETER	BUZZELL AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1997
024-0004-0-00-00-41	TOWN OF EXETER	BUZZELL AVE	EXETER	NH	03833	OL STREET LIGHT	OL 175 WATTS	OL METAL HALIDE	OL 8800 LUMENS	2015
025-0003-0-00-00-41	TOWN OF EXETER	CARROLL ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
025-0005-0-00-00-41	TOWN OF EXETER	CARROLL ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
025-0015-0-00-00-50	TOWN OF EXETER	HIGH ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1978
026-0002-0-51-00-41	TOWN OF EXETER	CASS ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
026-0004-0-00-00-41	TOWN OF EXETER	CASS ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2002

























Town of Exeter Outdoor Light Data - 2018

Pole #	Customer Name	Street Name	City	State	Zip	Device Kind Desc	Device Make Desc	Device Model Desc	Device Size Desc	Updated Year
268-0002-0-00-00-41	TOWN OF EXETER	NATHANIEL WAY	EXETER	NH	03833	OL STREET LIGHT	OL 150 WATTS	OL SODIUM VAPOR	OL 16000 LUMENS	1987
269-0004-0-00-00-41	TOWN OF EXETER	COLONIAL WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
269-0007-0-00-00-41	TOWN OF EXETER	COLONIAL WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2014
269-0011-0-00-00-41	TOWN OF EXETER	COLONIAL WAY	EXETER	NH	03833	OL STREET LIGHT	OL 100 WATTS	OL MERCURY VAPOR	OL 3500 LUMENS	1985
269-0013-0-00-00-41	TOWN OF EXETER	COLONIAL WAY	EXETER	NH	03833	OL STREET LIGHT	OL 100 WATTS	OL MERCURY VAPOR	OL 3500 LUMENS	1985
271-0001-0-00-00-41	TOWN OF EXETER	SEMINARY	EXETER	NH	03833-4571	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1989
271-0003-0-00-00-41	TOWN OF EXETER	SEMINARY	EXETER	NH	03833-4571	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2015
271-0003-0-02-00-41	TOWN OF EXETER	SEMINARY	EXETER	NH	03833-4571	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2008
271-0004-0-00-00-41	TOWN OF EXETER	SEAMINARY	EXETER	NH	03833-4571	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1994
272-0002-0-00-00-41	TOWN OF EXETER	WATER ST	EXETER	NH	03833	OL FLOOD LIGHT	OL 250 WATTS	OL SODIUM VAPOR	OL 30000 LUMENS	1996
272-0003-0-00-00-41	TOWN OF EXETER	WATER ST	EXETER	NH	03833	OL FLOOD LIGHT	OL 250 WATTS	OL SODIUM VAPOR	OL 30000 LUMENS	1990
272-0004-0-00-00-41	TOWN OF EXETER	WATER ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1991
272-0005-0-00-00-41	TOWN OF EXETER	WATER ST	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1991
272-0006-0-00-00-41	TOWN OF EXETER	WATER ST	EXETER	NH	03833	OL FLOOD LIGHT	OL 400 WATTS	OL SODIUM VAPOR	OL 50000 LUMENS	1991
272-0007-0-00-00-41	TOWN OF EXETER	WATER ST	EXETER	NH	03833	OL STREET LIGHT	OL 400 WATTS	OL SODIUM VAPOR	OL 50000 LUMENS	2008
273-0001-0-00-00-41	TOWN OF EXETER	STRING ST	EXETER	NH	03833	OL STREET LIGHT	OL 150 WATTS	OL SODIUM VAPOR	OL 16000 LUMENS	1992
273-0002-0-00-00-41	TOWN OF EXETER	STRING BRG	EXETER	NH	03833-4571	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2016
273-0003-0-00-00-41	TOWN OF EXETER	STRING BRG	EXETER	NH	03833-4571	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
283-0001-0-00-00-41	TOWN OF EXETER	HERITAGE WAY	EXETER	NH	03833	OL STREET LIGHT	OL 100 WATTS	OL MERCURY VAPOR	OL 3500 LUMENS	1986
283-0003-0-00-00-41	TOWN OF EXETER	HERITAGE WAY	EXETER	NH	03833	OL STREET LIGHT	OL 100 WATTS	OL MERCURY VAPOR	OL 3500 LUMENS	1986
283-0005-0-00-00-41	TOWN OF EXETER	HERITAGE WAY	EXETER	NH	03833	OL STREET LIGHT	OL 100 WATTS	OL MERCURY VAPOR	OL 3500 LUMENS	1986
283-0009-0-00-00-41	TOWN OF EXETER	HERITAGE WAY	EXETER	NH	03833	OL STREET LIGHT	OL 100 WATTS	OL MERCURY VAPOR	OL 3500 LUMENS	1986
283-0011-0-00-00-41	TOWN OF EXETER	HERITAGE WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2016
284-0003-0-00-00-41	TOWN OF EXETER	GREYBIRD FARM CIR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2010
286-0001-0-00-00-41	TOWN OF EXETER	RIVER STREET EXT	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1993
288-0001-0-00-00-41	TOWN OF EXETER	PUBLIC WORKS RD	EXETER	NH	03833	OL FLOOD LIGHT	OL 400 WATTS	OL MERCURY VAPOR	OL 20000 LUMENS	1999
288-0001-0-00-00-41	TOWN OF EXETER	PUBLIC WORKS RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
288-0002-0-51-00-41	TOWN OF EXETER	PUBLIC WORKS RD	EXETER	NH	03833	OL FLOOD LIGHT	OL 250 WATTS	OL SODIUM VAPOR	OL 30000 LUMENS	2016
288-0002-0-51-00-41	TOWN OF EXETER	PUBLIC WORKS RD	EXETER	NH	03833	OL FLOOD LIGHT	OL 250 WATTS	OL SODIUM VAPOR	OL 30000 LUMENS	2016
289-0003-0-00-00-41	TOWN OF EXETER	GLENERIN LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1990
290-0005-0-52-00-41	TOWN OF EXETER	EXETER FALLS DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2012
290-0008-0-52-00-41	TOWN OF EXETER	EXETER FALLS DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1997
290-0009-0-52-00-41	TOWN OF EXETER	EXETER FALLS DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2011
296-0002-0-00-00-41	TOWN OF EXETER	PUMPKIN CIR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2012
299-0002-0-00-00-41	TOWN OF EXETER	AMBERWOOD DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1997
306-0001-0-01-00-41	TOWN OF EXETER	HILLSIDE AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2015
306-0003-0-01-00-41	TOWN OF EXETER	HILLSIDE AVE	EXETER	NH	03833	OL STREET LIGHT	OL 150 WATTS	OL SODIUM VAPOR	OL 16000 LUMENS	1998
306-0006-0-01-00-41	TOWN OF EXETER	HILLSIDE AVE	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1998
308-0001-A-52-00-41	TOWN OF EXETER	CAPTAINS WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
308-0002-0-02-00-41	TOWN OF EXETER	HALF PENNY LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
308-0002-A-01-00-41	TOWN OF EXETER	HALF PENNY LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
309-0003-S-01-00-41	TOWN OF EXETER	CHAPMAN WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2000
309-0007-S-01-00-41	TOWN OF EXETER	CHAPMAN WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2000
310-0006-0-00-00-41	TOWN OF EXETER	CONTINENTAL DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2010
310-0011-0-00-00-41	TOWN OF EXETER	CONTINENTAL DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2003
311-0004-0-00-00-41	TOWN OF EXETER	MOORE LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
313-0005-0-52-00-41	TOWN OF EXETER	WALTER SCOTT WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
313-0007-0-52-00-41	TOWN OF EXETER	WALTER SCOTT WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	1999
320-0001-S-51-01-41	TOWN OF EXETER	NATHANIEL WAY	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2002
322-0001-0-00-00-41	TOWN OF EXETER	DEER HAVEN DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2005
322-0002-0-03-00-41	TOWN OF EXETER	DEER HAVEN DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2008
322-0004-0-03-00-41	TOWN OF EXETER	DEER HAVEN DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2005
322-0007-0-02-00-41	TOWN OF EXETER	DEER HAVEN DR	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2005
325-0004-0-03-00-41	TOWN OF EXETER	FARMINGTON RD	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2003
335-0017-0-00-00-41	TOWN OF EXETER	WOODRIDGE LN	EXETER	NH	03833	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR	OL 4000 LUMENS	2009

EXETER, NH LED Streetlight Conversion Proposal (2019 Tariff Updated)

Updated: Apr 01, 2019



Municipality  
Exeter, NH

Account #

ANNUAL HOURS  
4,150

TOTAL KWH RATE  
\$6.107230  
(DELIVERY + SUPPLY)

MUNICIPAL STREET LIGHTING SUMMARY

CURRENT LIGHTING

PROPOSED LED LIGHTING

Current Lighting Description	Fixture Qty	Existing Rated Watts	ANNUAL kWh per fixture	TOTAL ANNUAL KWH	MONTHLY CHARGES FOR ALL SERVICE [per Fixture]	TOTAL ANNUAL COST	Models	LED Rated Watts	ANNUAL kWh per fixture	TOTAL ANNUAL KWH	MONTHLY CHARGES FOR ALL SERVICE [per Fixture]	TOTAL ANNUAL COST	INSTALLATION SERVICES		NETWORKED LIGHTING CONTROLS		EQUIPMENT		ALL-IN COST	
													Cost per Fixture	TOTAL COST	Cost per Fixture	TOTAL COST	Cost per Fixture	TOTAL COST		
	695																			
50W SVST - HPS COBRA	567	65	270	152,948	\$15.67	\$106,619	AFFINITY S800-25W-30K-T2-10-GR-M	25	104	58,826	\$13.77	\$83,691	\$98.75	\$55,991	\$133.15	\$75,496	\$153.00	\$86,751	\$384.90	\$218,238
100W MVST - MV COBRA	17	120	498	8,466	\$17.57	\$3,584	AFFINITY S800-25W-30K-T2-10-GR-M	25	104	1,764	\$13.77	\$2,809	\$98.75	\$1,679	\$133.15	\$2,264	\$153.00	\$2,601	\$384.90	\$6,543
150W SVFL - HPS FLOOD	3	190	789	2,366	\$24.16	\$870	AFFINITY FL2-80W-30K	80	332	996	\$15.96	\$575	\$98.75	\$296	\$133.15	\$399	\$299.00	\$697	\$530.90	\$1,593
150W SVST - HPS COBRA	45	190	789	35,483	\$21.89	\$11,821	AFFINITY S801-80W-30K-T2-10-GR-M	80	332	14,940	\$15.96	\$8,618	\$98.75	\$4,444	\$133.15	\$5,992	\$221.00	\$9,945	\$452.90	\$20,380
175W MVST - MV COBRA	1	205	851	851	\$22.98	\$276	AFFINITY S800-55W-30K-T2-10-GR-M	65	270	270	\$15.27	\$163	\$98.75	\$99	\$133.15	\$133	\$203.00	\$203	\$434.90	\$435
175W MHST - MH COBRA	1	205	851	851	\$27.38	\$329	AFFINITY S800-65W-30K-T2-10-GR-M	65	270	270	\$15.27	\$163	\$98.75	\$99	\$133.15	\$133	\$203.00	\$203	\$434.90	\$435
250W MVFL - MV FLOOD	1	290	1,204	1,204	\$29.28	\$351	AFFINITY FL2-80W-30K	80	332	332	\$15.96	\$192	\$98.75	\$99	\$133.15	\$133	\$299.00	\$299	\$530.90	\$531
250W SVFL - HPS FLOOD	9	295	1,224	11,018	\$31.21	\$3,371	AFFINITY FL2-100W-30K	100	415	3,735	\$16.77	\$1,811	\$98.75	\$889	\$133.15	\$1,198	\$369.00	\$3,321	\$600.90	\$5,408
250W SVST - HPS COBRA	30	295	1,224	36,728	\$29.82	\$10,663	AFFINITY S801-100W-30K-T2-10-GR-M	100	415	12,450	\$16.77	\$6,037	\$98.75	\$2,962	\$133.15	\$3,994	\$237.00	\$7,110	\$468.90	\$14,067
400W MVFL - MV FLOOD	2	455	1,888	3,777	\$39.05	\$907	AFFINITY FL2-100W-30K	100	415	830	\$16.77	\$402	\$98.75	\$197	\$133.15	\$266	\$369.00	\$738	\$600.90	\$1,202
400W MVST - MV COBRA	2	455	1,888	3,777	\$37.59	\$902	AFFINITY S801-100W-30K-T2-10-GR-M	100	415	830	\$16.77	\$402	\$98.75	\$197	\$133.15	\$266	\$237.00	\$474	\$468.90	\$938
400W SVFL - HPS FLOOD	3	460	1,909	5,727	\$40.28	\$1,450	AFFINITY FL2-100W-30K	100	415	1,245	\$16.77	\$604	\$98.75	\$296	\$133.15	\$399	\$369.00	\$1,107	\$600.90	\$1,803
1000W SVFL - HPS FLOOD	1	1085	4,503	4,503	\$81.78	\$981	AFFINITY FL2-300W-30K	300	1,245	1,245	\$24.76	\$297	\$98.75	\$99	\$133.15	\$133	\$559.00	\$559	\$790.90	\$791
1000W SVST - HPS COBRA	3	1085	4,503	13,508	\$81.42	\$2,931	AFFINITY S802-180W-30K-T2-10-GR-M	180	747	2,241	\$19.82	\$714	\$98.75	\$296	\$133.15	\$399	\$383.00	\$1,149	\$614.90	\$1,845
400W SVST - HPS COBRA	10	460	1,909	19,090	\$40.81	\$4,897	AFFINITY S802-180W-30K-T2-10-GR-M	180	747	7,470	\$19.82	\$2,378	\$98.75	\$987	\$133.15	\$1,331	\$383.00	\$3,830	\$614.90	\$6,149
	695			300,294		\$149,982				107,444		\$118,897	avg \$98.75	\$68,631	avg \$133.15	\$92,539	avg \$171.49	\$119,187	avg \$403.39	\$280,357

<b>ANNUAL ENERGY SAVINGS (kwh)</b>	
(192,651)	
-64.2%	
<b>LONG TERM ENERGY SAVINGS</b>	
5 Years	(964,253)
10 Years	(1,928,505)
20 Years	(3,857,010)

<b>ANNUAL OPEX SAVINGS</b>	
	(\$31,085)
	-20.7%
<b>LONG TERM SAVINGS</b>	
5 Years	(\$155,424)
10 Years	(\$310,848)
20 Years	(\$621,696)

<b>ANNUAL CO2 EMISSIONS REDUCTION</b>	
316,414 lbs	156.2 tons
<b>LONG TERM CO2 EMISSIONS REDUCTION</b>	
5 Years	1,582,070 lbs / 791.0 tons
10 Years	3,164,139 lbs / 1,582.1 tons
20 Years	6,328,278 lbs / 3,164.1 tons

<b>WITHOUT NETWORKED LIGHTING CONTROLS</b>	
PER FIXTURE	
+ ALL-IN COST (SERVICES + EQUIP)	\$270.24
+ NET BOOK VALUE OWED	\$187,818
+ INCENTIVE EST*	\$100,437
= NET CAPITAL COST	(\$132,831)
	\$155,424
<b>ANNUAL OPEX SAVINGS</b>	
	(\$31,085)
<b>SIMPLE PAYOFF</b>	
Years	5.00
Months	60.0
<b>SHORT TERM CUMULATIVE ROI</b>	
Year 1	(\$124,339) -66.2%
Year 2	(\$93,254) -49.7%
Year 3	(\$62,170) -33.1%
Year 4	(\$31,085) -16.6%
Year 5	\$0 0.0%
<b>LONG TERM CUMULATIVE ROI</b>	
Year 10	\$155,424 82.6%
Year 20	\$486,272 248.3%
<b>10 YEAR CAPEX CUMULATIVE IMPACT</b>	
Year 1	\$15,542 Profit
Year 2	\$31,085 Profit
Year 3	\$46,827 Profit
Year 4	\$62,170 Profit
Year 5	\$77,712 Profit



## WWTF CONTRACT #2 Route 85 Agreement and Project Update



## TOWN OF EXETER, NEW HAMPSHIRE

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# Memo

To: Exeter Select Board  
Russell Dean, Town Manager

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

CC: Matthew Berube, Water/Sewer Manager  
Stephen Dalton, Wastewater Senior Operator

Date: April 5, 2019

Re: WWTF Contract #2 Urban Compact Extension & Temporary Sewer Forcemain

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At the Select Board meeting on March 18, 2019, I presented a verbal offer of financial contribution from NHDOT toward drainage improvements and paving along Route 85 in the amount of \$550,000 in consideration for extension of the urban compact zone from the north end of Swasey Parkway to the Public Works Driveway. That offer has been put in writing from William Cass, Assistant Commission of NHDOT (see attached letter).

The Board requested additional information on the maintenance costs associated with the addition of approximately 3,300 linear feet of roadway and associated drainage. Accepting this section of Route 85 would add approximately 0.6% to the existing Town roadways. Based on the 2019 budget of \$2,567,407 for all costs associated with roadways (labor and materials for roads, snow & ice control, drainage and stormwater), an additional 0.6% could equate to approximately \$15,400 per year in additional maintenance (see attached spreadsheet).

*Suggested Motion: "...move to accept NHDOT's contribution of \$550,000 for the improvement of drainage and paving on Route 85, within the sewer forcemain project limits from the northern end of Swasey Parkway and the Public Works driveway, and for the Town to accept ownership and maintenance responsibilities for this section of roadway from NHDOT with reclassification of this section of road from Class II to Class IV and extension of the urban compact."*

Due to recent forcemain ruptures and resultant sewer overflows into the Squamscott River, the Department has requested pricing from the contractor, J.A. Polito, for the installation of a temporary, above grade, sewer forcemain to avoid sewer breaks on the old failed forcemain over the next several months of heavy construction. We anticipate the costs for a temporary forcemain to be approximately \$225,000 which can come out of the remaining contingency which is approximately \$850,000.

Account Number	Org	Object Description	2017 Budget	2017 Actual	2018 Budget	2018 Actual YTD June	2019 Preliminary Budget	2019 Prelim Budget vs. 2018 Budget \$ (Decrease)	2019 Prelim Budget vs. 2018 Budget % Difference	Explanation (Needs to be updated for 2019)
<b>Highways and Streets</b>										
01-4312-0602-1110	01431202	51110 HWY- Sal/Wages FT	558,194	573,007	589,782	284,662	598,110	8,328	1.4%	12 FT + Bonus pay (Maxed pay plan)
01-4312-0602-1210	01431202	51210 HWY- Sal/Wages Temp	7,500	2,266	7,500	-	7,500	-	0.0%	Intern, Summer laborer
01-4312-0602-1300	01431202	51300 HWY- Sal/Wages OT	20,000	13,791	20,000	10,584	20,000	-	0.0%	Emergency ops, callouts, flood watch, voting/traffic control
		HWY- On-Call					7,280	7,280		Pay for after hours on-call status, \$140/week per union contract
01-4312-0602-1350	01431202	51350 HWY- FEMA Storm Related C	1	-	1	-	1	-	0.0%	Expenses related to declared emergencies
01-4312-0602-1400	01431202	51400 HWY- Longevity Pay	4,700	5,700	6,250	-	6,350	100	1.6%	8 FT per union contract
		Salaries Total	590,395	594,764	623,533	295,247	639,241	15,708	2.5%	
01-4312-0602-2100	01431202	52100 HWY- Health Insurance	225,266	227,470	207,906	102,701	220,790	12,884	6.2%	
01-4312-0602-2110	01431202	52110 HWY- Dental Insurance	13,631	12,068	13,944	6,488	13,945	1	0.0%	
01-4312-0602-2120	01431202	52120 HWY- Life Insurance	780	780	780	399	820	40	5.1%	
01-4312-0602-2200	01431202	52200 HWY- FICA	36,804	35,020	38,659	17,932	39,633	974	2.5%	Based on wages: 6.2%
01-4312-0602-2210	01431202	52210 HWY- Medicare	8,561	8,190	9,041	4,194	9,269	228	2.5%	Based on wages: 1.45%
01-4312-0602-2300	01431202	52300 HWY- Retirement Town	65,723	65,913	70,105	33,552	71,221	1,116	1.6%	Based on wages: 11.38% Jan-Jun; 11.17% Jul-Dec
		Benefits Total	350,566	349,441	340,435	165,265	355,678	15,243	4.5%	
01-4312-0602-4320	01431202	55319 HWY- Vehicle Maintenance	45,000	56,453	45,000	23,346	45,000	-	0.0%	Maintenance of all dept vehicles and equip
01-4312-0602-4334	01431202	55310 HWY- Tree Maintenance	25,000	23,655	15,000	2,020	20,000	5,000	33.3%	All trees in Town ROW & parks incl pruning, fertilizing & removal w/licensed arborist; increasing demands for tree removal & pruning
01-4312-0602-4339	01431202	55013 HWY- Asphalt Reclamation	10,000	10,000	10,000	-	10,000	-	0.0%	Grinding & screening to recycle asphalt and concrete into reusable product. Screening compost and sand
01-4312-0602-4342	01431202	55286 HWY- Street Marking	30,000	27,907	30,000	14,513	40,000	10,000	33.3%	Fog lines, center lines, parking spaces (butyl rubber by contractor); crosswalks 2x yr; replace 18 year old paint machine in 2019 \$10k
01-4312-0602-4344	01431202	55285 HWY- Storm Drain Repair	9,000	6,151	9,000	391	9,000	-	0.0%	Repair drain castings, 1,305 catch basins
01-4312-0602-4346	01431202	55067 HWY- Culvert Repairs	2,000	1,888	2,000	128	2,000	-	0.0%	Repair or replace culverts (pipes & headers) along country roads
01-4312-0602-4355	01431202	55287 HWY- Street Repairs/Maint	18,000	18,030	18,000	5,247	18,000	-	0.0%	Patching town roads & shoulder repair materials; includes asphalt, concrete, gravel
01-4312-0602-4420	01431202	55107 HWY- Equipment Rentals	4,500	-	4,500	-	4,500	-	0.0%	Rental of equipment not owned by Town, including bulldozer, excavator, grader, screen
01-4312-0602-5310	01431202	55190 HWY- Mobile Communication	1	168	1	248	1	-	0.0%	
01-4312-0602-5312	01431202	55212 HWY- Phone Reimbursement	2,400	1,217	2,400	240	2,400	-	0.0%	Cell Phone stipend \$50/mo for Supt + 3 Foremen
01-4312-0602-5327	01431202	55134 HWY- General Hand Tools	4,000	4,424	4,000	1,480	4,000	-	0.0%	Repl/repair hand tools incl. compacter, hand-saw, chainsaws, small power tools
01-4312-0602-5328	01431202	55096 HWY- Emergency Traffic Con	1,000	3,230	1,000	490	1,000	-	0.0%	Uniformed officer in high traffic, emergencies
01-4312-0602-5561	01431202	55267 HWY- Signs	17,000	19,266	7,000	3,520	7,000	-	0.0%	Regulatory/St. sign repl. for retro reflectivity, damages
01-4312-0602-5610	01431202	55257 HWY- Safety Equipment	4,500	5,060	4,500	2,229	4,500	-	0.0%	Hardhats, vests, eye protection, Technu, steel-toed boot repl
01-4312-0602-5671	01431202	55314 HWY- Uniforms	6,000	5,332	6,000	1,938	6,000	-	0.0%	\$185/yr per employee
01-4312-0602-5820	01431202	55091 HWY- Education/Training	3,000	2,210	3,000	260	3,000	-	0.0%	12 employees
01-4312-0602-6260	01431202	55128 HWY- Fuel	21,455	26,457	21,455	8,095	21,455	-	0.0%	Classes & licensing including CDL, UNL Tech Transfer
01-4312-0602-7503	01431202	55251 HWY-Road Paving/Maintenar	800,000	788,703	800,000	802	800,000	-	0.0%	Fuel for highway dept
01-4312-0602-7505	01431202	55266 HWY- Sidewalks/Curbing	15,000	15,049	15,000	(9)	15,000	-	0.0%	Incl crack sealing, reconstruction, etc. 3% increase material cost
01-4312-0602-7507	01431202	55284 HWY- Storm Drain Cleaning	25,000	26,000	25,000	3,409	25,000	-	0.0%	Sidewalks and curbing- BRC recommends this item to be in Maintenance not CIP
01-4316-0605-6220	01431605	55092 PW- Electricity- Street Lights	145,000	154,992	145,000	67,491	160,000	15,000	10.3%	Annual clean 50% catch basins, material testing, clean ~1 mi drain lines
		General Expenses Total	1,187,856	1,196,192	1,167,856	135,837	1,197,856	30,000	2.6%	All street lights in Town rights-of-way
<b>Highways &amp; Streets Total</b>			<b>2,128,817</b>	<b>2,140,397</b>	<b>2,131,824</b>	<b>596,348</b>	<b>2,192,775</b>	<b>60,951</b>	<b>2.9%</b>	
<b>Snow Removal</b>										
01-4312-0603-1200		PS- Sal/Wages PT						-		
01-4312-0603-1300	01431903	51300 PS- Sal/Wages - OT Snow	72,700	100,676	72,700	69,891	72,700	-	0.0%	Includes Mechanic
01-4312-0603-1350	01431903	51350 PS- Sal/Wages - FEMA Storm	1	-	1	-	1	-	0.0%	Expenses related to declared emergencies
01-4312-0603-1370		PS- Sal/Wages-OT Mech						-		Moved to OT snow
		Salaries Total	72,701	100,676	72,701	69,891	72,701	-	0.0%	
01-4312-0603-2200	01431903	52200 PS- FICA	4,507	6,014	4,507	4,224	4,507	-	0.0%	Based on wages: 6.2%
01-4312-0603-2210	01431903	52210 PS- Medicare	1,054	1,406	1,054	988	1,054	-	0.0%	Based on wages: 1.45%
01-4312-0603-2300	01431903	52300 PS- Retirement Town	8,197	10,824	8,273	7,488	8,197	(76)	-0.9%	Based on wages: 11.38% Jan-Jun; 11.17% Jul-Dec
		Benefits Total	13,759	18,244	13,835	12,700	13,759	(76)	-0.6%	
01-4312-0603-4220	01431903	55061 PS- Contracted Snow Remov.	35,000	49,163	45,000	14,343	45,000	-	0.0%	safety downtown, Lincoln St, Ports Ave.
01-4312-0603-4221	01431903	55218 PS- Plowing	65,000	73,648	75,000	57,625	75,000	-	0.0%	80% of 3 yr avg; Hire contractors to plow
01-4312-0603-4320	01431903	55319 PS- Vehicle Maintenance	7,000	16,936	18,000	2,352	18,000	-	0.0%	Repair snow plows and snow removal equip
01-4312-0603-4349	01431903	55217 PS- Plow/Spreader Repair	-	5,622	-	12,639	-	-		
01-4312-0603-4623	01431903	55216 PS- Plow Damages	2,000	4,031	4,000	2,892	4,000	-	0.0%	Private property damage caused by snow plows
01-4312-0603-5007	01431903	55258 PS- Salt	65,000	94,659	65,000	74,486	65,000	-	0.0%	\$48.43/ton; 2016 up 7% to \$51.73/ton; 2017 & 2018 up to parking lots
01-4312-0603-5008	01431903	55259 PS- Sand	1,000	456	1,000	893	1,000	-	0.0%	
01-4312-0603-5009	01431903	55026 PS- Calcium Chloride	500	-	500	-	500	-	0.0%	Salt additive used during harsh temperatures in the winter
01-4312-0603-5922	01431903	55119 PS- FEMA Reimb Force Labo	1	-	1	3,900	1	-	0.0%	Expenses declared winter emergencies
01-4312-0603-5923	01431903	55118 PS- FEMA Reimb Force Equip				3,900	1	1		Expenses declared winter emergencies
01-4312-0603-6260	01431903	55128 PS- Fuel	19,670	19,670	19,670	12,737	19,670	-	0.0%	Fuel for snow removal vehicles
		General Expenses Total	195,171	264,185	228,171	185,766	228,172	1	0.0%	
<b>Snow Removal Total</b>			<b>281,631</b>	<b>383,105</b>	<b>314,707</b>	<b>288,357</b>	<b>314,632</b>	<b>(78)</b>	<b>0.0%</b>	
<b>Stormwater</b>										
01-4311-0618-5000	01431118	55293 STW- Supplies	2,700		2,700		2,700	-	0.0%	printheads, paper)
01-4311-0618-5010		STW- Postage	300					-		brochures - salt
01-4311-0618-5202	01431118	55058 STW- Contracted Services	41,713		32,740		42,740	10,000	30.5%	IDDE, SWPPPs for Town & School facilities, drain capacity calcs &
01-4311-0618-5310	01431118	55190 STW-Mobile Communications	480		480		480	-	0.0%	Tablet/mifi \$40.12/mo
01-4311-0618-5446	01431101	55102 STW- EPA Stormwater Phase	-	59,827	-	3,036	-	-		Storm water Management Plan, IDDE, Notice of Intent, Public
01-4311-0618-5500		STW- Printing	2,500					-		Norris Brook-rain garden signs
01-4311-0618-5576	01431118	55291 STW- Subscriptions	4,080		4,080		4,080	-	0.0%	GPS Service Subscriptions, People GIS Subscriptions

01-4311-0618-5681	STW- GIS Software	5,727	-	-	-	Smart Antenna (GPS device)		
01-4311-0618-5740	01431118 55270 STW- Software Agreement	-	20,000	10,000	(10,000)	-50.0% NHDES CWSRF Asset Management		
01-4311-0618-5820	STW- Education/Training	2,500	-	-	-			
	<b>General Expenses Total</b>	<b>60,000</b>	<b>59,827</b>	<b>60,000</b>	<b>3,036</b>	<b>60,000</b>	<b>-</b>	<b>0.0%</b>
	<b>Stormwater Total</b>	<b>60,000</b>	<b>59,827</b>	<b>60,000</b>	<b>3,036</b>	<b>60,000</b>	<b>-</b>	<b>0.0%</b>
	<b>Highway, Snow &amp; Stormwat</b>	<b>2,470,448</b>	<b>2,583,329</b>	<b>2,506,531</b>	<b>867,741</b>	<b>2,567,407</b>	<b>60,876</b>	<b>2.4%</b>
					0.006 =	15,404.44		



*Victoria F. Sheehan*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*William Cass, P.E.*  
Assistant Commissioner

March 25, 2019

Kathy Corson, Chair  
Exeter Select Board  
10 Front Street  
Exeter, NH 03833

Re: NH-85 Exeter, NH

Dear Chairperson Corson,

The Department is aware the Town of Exeter is planning a significant utility project including water and sewer reconstruction along NH Route 85 generally between the urban compact line and the Town's Department of Public Works Facility. As part of this construction the roadway will be significantly impacted and require reconstruction. As this section of road will be significantly impacted by the Town's utilities, it would be mutually beneficial for the Town of Exeter to take ownership responsibility of the road and for the Department to avoid utility permitting, inspection and future maintenance coordination.

Provided the Town agrees to extend the urban compact, from its current location to the limits of the affected portion of NH Route 85, the Department will contribute an amount not to exceed \$550,000 towards new drainage and pavement related items as needed to reconstruct NH-85 disturbed by the Town of Exeter's proposed water and sewer force main project. This contribution will meet the Department's responsibility to rehabilitate the road prior to the reclassification from Class II to Class IV. Upon reclassification future allocations of Block Grant Aid distributed by the Department to the Town of Exeter would reflect the additional proportional share of Class IV mileage that the Town would be responsible for maintaining as a result of this reclassification.

If you have any further questions regarding this matter, please contact me.

Sincerely,

William Cass, P.E.  
Assistant Commissioner

cc: Brian Schutt

APR 02 2019

Received

April 01, 2019

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

Dear Select Board Members:

The Exeter-Squamscott River Local Advisory Committee (ESRLAC) would like to convey the Committee's strong concern with the March 10<sup>th</sup> discharge of 1.1M gallons of raw sewage into the Squamscott River resulting from the rupture of the sewer force main. ESRLAC is also concerned that additional discharges may occur as sewer line work continues along Newfields Road.

The detrimental impacts of untreated sewage discharge to water quality, fisheries, and recreation in and on the river and Great Bay can't be overstated. ESRLAC urges the Town to develop a contingency plan to prevent further discharges, such as laying a temporary, overland pipe on Newfields Road.

In addition, ESRLAC urges the Town to discontinue use of Clemson Pond as a combined sewer overflow (CSO). Temporary storage of raw sewage in the Pond ultimately does nothing to protect the Squamscott River from contamination. A more sustainable plan to handle sewer overflow is needed to protect water quality in the river.

Sincerely,



William Meserve, Chair  
Exeter-Squamscott River Local Advisory Committee  
c/o 156 Water Street  
Exeter, NH 03833

## **Groundwater and Surface Water Review Contract Recommendation**





## TOWN OF EXETER, NEW HAMPSHIRE

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# Memo

To: Russell Dean, Town Manager  
From: Jennifer Perry, P.E., Public Works Director  
CC: Matthew Berube, Water/Sewer Manager  
Paul Roy, P.E., Water Treatment Supervisor  
Date: April 5, 2019  
Re: Groundwater & Surface Water Assessment Recommendations Consultant

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In March 2018, the Town voters approved Warrant Article #7 to appropriate \$600,000 for further development of groundwater sources and to develop a capital plan for needed improvements to the surface water treatment facility. The Public Works Department issued a Request for Qualifications (RFQ) for submission to assist with Groundwater and Surface Water Assessment for the Town of Exeter. Four qualifications statements were received from reputable consultants, reviewed, and three consultants were selected for interviews. Interviews were conducted on November 28, 2018, with Tighe & Bond, Weston & Sampson, and Underwood Engineers Inc. Public Works has completed our evaluation of the interviews and the development and review of the scope of work. Public Works recommends award of the contract to the consultant team of Underwood Engineers, Inc. & Emery & Garrett to complete the Groundwater and Surface Water Assessment.

We have followed Qualifications Based Selection (QBS) process for selection of engineering services. Work will begin immediately upon contract signing with Underwood Engineers, Inc. with the hydrogeological and engineering evaluations phases commencing in April 2019 and technical memorandum/engineering report completed by October 2019.



ENGINEERING SERVICES REQUEST  
AUTHORIZATION TO PROCEED

To: Underwood Engineers, Inc.  
25 Vaughan Mall  
Portsmouth, New Hampshire 03801

File No.:  
ESR No.: EX-141  
Date: April 5, 2019  
Description: ***Groundwater & Surface  
Water Assessment***

From: Town of Exeter  
10 Front Street  
Exeter, New Hampshire 03833

Under agreement for Professional Services as Consulting Engineer for the Town of Exeter, (Underwood File #1067), you are authorized to proceed with the following work:

**Description / Instructions:**

The Town of Exeter currently uses both groundwater and surface water supply sources. Prior to 2010, the Town relied heavily on the Surface Water Treatment Plant (SWTP) and used groundwater sources only to a minor extent. The 2010 *Water Supply Alternatives Study* by Weston & Sampson identified an Integrated Management approach to supply that would optimize use of the existing sources but also diversify available sources through reactivation and/or treatment of existing, under-utilized groundwater sources and development of new groundwater sources. This led to refurbishment of the Stadium and Gilman Wells and construction of the Lary Lane Groundwater Treatment Facility. While this work has allowed the Town to rely more heavily on groundwater sources, the Integrated Management goal of meeting water supply needs with 2/3 groundwater sources has not been met. This is due to lower production than anticipated from existing wells and the fact that new groundwater supplies have not been developed.

The Exeter River, Exeter Reservoir, and Skinner Springs, all as treated at the SWTP will continue to be important supply sources that will contribute significantly to the overall water supply picture. The SWTP is reportedly designed to treat up to 3.4 MGD capacity although it does not currently operate at nearly that rate. However, very little work has been conducted on the SWTP despite the fact that it still supplies the majority of the finished water.

Based on the preceding summary of the current water supply situation in Exeter, our understanding of the project goals and our proposed scope of work and schedule to meet those goals are contained in the following.

**Project Goals**

- Pursue and develop a plan to support an Integrated Management Approach to water supply
- Pursue additional groundwater supplies
- Evaluate capacity of existing wells
- Evaluate the existing WTP and develop recommended improvements for reliable surface water treatment

- Develop costs for all groundwater and surface water supply options and determine cost effectiveness by normalizing the costs based on projected yield
- Develop a recommended CIP and “road map” for making improvements
- Assist with funding, financing and public information
- Develop recommendations for next steps

## **Scope of Work**

### **Task 1 - Meetings and Work Sessions**

Coordinate and attend up to five (5) meetings as follow:

- One (1) Kick-off meeting with Town staff to review project goals and scope of work.
- Two (2) Stakeholders work sessions with Town staff, water system operators, and NHDES (if appropriate).
- Meet to discuss land acquisition and purchase options.
- Selectmen Presentation.

### **Task 2 - Evaluation of Supply Capacity and Requirements**

- Review all available reports/information to make best use of work already completed
- Review and summarize operational information on all existing GW & SW sources to establish supply capacity, quality and costs for each existing supply
  - Safe yield
  - Water quality
  - Water quality impacts due to pumping
  - Pumping/energy costs
  - Chemical costs
  - Seasonal impacts
- Evaluate supply requirements
  - Summarize water production and consumption for last 5 years
    - Assess difference as non-revenue water (NRW)
  - Project/update future (20 year) average and maximum day water demand
    - New large demands such as Stratham?
- Compare supply capacity and supply requirements
- Establish needed supply to meet existing and future demand
- Develop “road map” in form of flow chart to show sequence of work to identify best source alternatives to support Integrated Management Approach.

### **Task 3 - Evaluation of Source Alternatives**

- Evaluate existing groundwater sources
  - Assess the historical and current yields of the Stadium and Gilman Wells
  - Assess the historical and current productivity of the Lary Lane Well
  - Evaluate exploratory investigations performed in 1984 (and subsequent to 1984) particularly focusing on the work completed near Brentwood (Pickpocket Road)

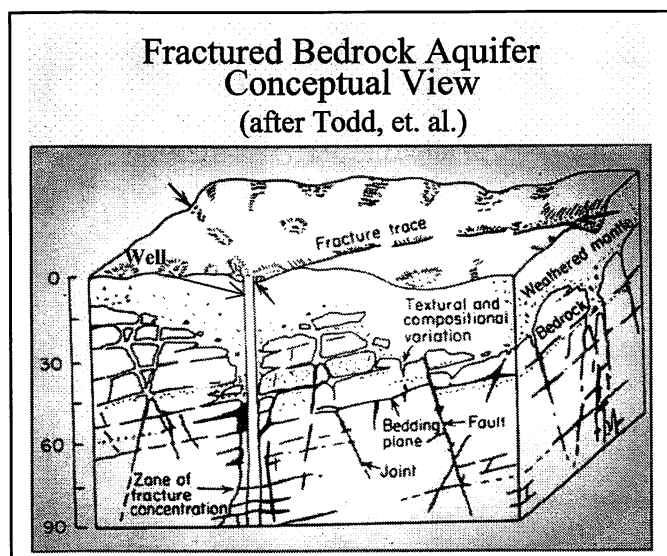
- and the two properties located off Drinkwater Road (Sanborn and Salema properties)
- Evaluate the previous studies that investigated the potential for groundwater to be developed from bedrock aquifers
  - Evaluate potential off-site sources of groundwater withdrawals that might be adversely impacting the yields of the Stadium and Gilman Wells – Meet with Andrew Koff, NHDES to discuss.
  - Evaluate, on a very preliminary basis, the potential for artificial recharge derived from surface water sources (including the Exeter River) to enhance the yield of existing production wells.
  - Prepare a brief summary report describing the findings, including potential yields from both new and potential supplies and recommendations for “next steps”.
- Preliminary evaluation of potential availability of new groundwater sources – bedrock and unconsolidated aquifers
    - Remote sensing analyses of local hydrogeologic environment (unconsolidated aquifers and bedrock aquifers)

The underlying key to successfully evaluating the potential to develop groundwater supplies from glacial drift aquifers and fractured bedrock sources is the ability for geologists to consistently and accurately delineate varying surficial deposits and zones of laterally extensive bedrock fracture systems that exhibit the ability to transmit water.

Remote-sensing analyses of different scales of aerial photography will be conducted to help characterize the geologic structure and bedrock fracture fabric of the study area. This will be accomplished by delineating photolineaments or “fracture traces” for each set of photos. (A photolineament can be loosely defined as a mappable linear feature, seen on the terrain surface, whose parts are aligned in a rectilinear or curvilinear manner. Photolineaments reflect a subsurface geologic feature and are often correlated with fault or fracture zones in the underlying bedrock.)

This remote sensing effort helps extend bedrock fracture features noted in the field to areas where bedrock is not exposed. The photography and images we will use for this project will include some or all of the following:

- SLAR (Side Looking Airborne Radar)
- Project SAPA (Southern Appalachian Project Area)
- (scale 1:250,000)



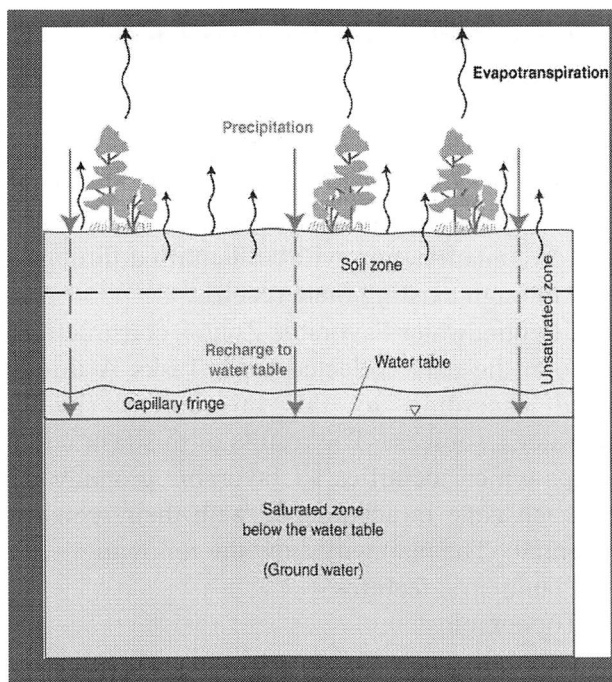
- NASA (National Aeronautics and Space Administration) CIR (color infrared) (scale 1:130,000)
- NHAP 80 (National High-Altitude Photography Program) black-and-white (scale 1:80,000)
- NHAP 58 (National High-Altitude Photography Program) CIR (color infrared) (scale 1:58,000)
- USGS low altitude aerial photography (scales 1:24,000 and 1:18,000)

The remote sensing effort will also be used to delineate the lateral distribution of varying types of surficial glacial deposits. The type, permeability, transmissivity, and thickness of these deposits will influence the favorability of one area over another relative to their groundwater development potential. Accurate delineations of exposed surficial deposits, bedrock formations, and lineament systems will lead EGGI to numerous specific sites to conduct “ground truthing” surveys.

- Geologic Field Mapping - assess the distribution of transmissivity (unconsolidated sand and gravel aquifers)
  - EGGI geologists will spend a significant period of time in the study area field mapping and examining the distribution of transmissive sand and gravel deposits (if and where present). EGGI will investigate the type and lateral extensiveness of sand and gravel deposits, potential thickness of the deposit(s), presence of potential barrier boundaries to groundwater flow (i.e., proximity of glacial till, bedrock, etc.), and the overall hydrogeologic favorability of the project site relative to developing groundwater resources.
- Geologic Field Mapping/Fracture Fabric Analyses (Bedrock Aquifers)
  - *Geologic field mapping:* The remote-sensing analysis of bedrock structure will be “ground truthed” initially through a program of geologic field mapping. Available bedrock outcrops and nearby road cuts will be investigated by EGGI geologists in terms of bedrock fracture characteristics, with emphasis on assessing directional permeabilities. Existing information from Town, State, and Federal maps, engineering reports, well logs, and borings will also be used to delineate potential locations for groundwater flow through fractured bedrock.



- *Fracture fabric analysis:* The orientations of observed photolineaments will be statistically analyzed and correlated with bedrock fracture orientations as seen in outcrop. The bedrock structures, as observed in the photos, which correlate with those bedrock fractures observed on the ground, will be used to delineate those sites considered most favorable for groundwater development from fractured bedrock.
- Preliminary groundwater recharge analyses (unconsolidated aquifers and bedrock aquifers)
  - The study area will be evaluated to assess the overall potential for adequate groundwater recharge. An aquifer in this locality is simply defined as a geologic unit that will produce groundwater in sufficient usable quantities. The water-bearing capabilities of the study area are dictated by rock type, surficial deposits, structural geology, fracture and joint systems, topography, well depth, and available groundwater recharge.



- Groundwater recharge is defined as the volume of precipitation that enters the groundwater system and is subsequently made available to pumping wells. When considering availability (recharge) of groundwater resources at any one site, we will also consider the size and extent of the associated watershed, the type of soils overlying the bedrock, and the overall topographic setting.
- Contaminant Threats Analyses (unconsolidated aquifers and bedrock aquifers)
  - EGGI will conduct a preliminary “contaminant threats” survey to identify those areas where groundwater quality may be threatened or degraded. The identification of significant threats to groundwater quality or previously contaminated groundwater may immediately eliminate certain areas for further consideration. The magnitude of the potential threat imposed by a certain type of

contamination will be estimated and classified into different categories. As part of the potential groundwater contaminant source survey, we will investigate/identify the following:

- Potential excessive use of nitrogen fertilizer, pesticides, and herbicides;
- Proximity of landfills and wastewater disposal areas -- existing and former locations of solid and hazardous waste disposal;
- Dumping areas (i.e., farm dumps, animal waste, construction dumps, etc.) -- some older dumps accepted dangerous amounts of hazardous wastes (used crankcase oil, chemicals, etc.) unknowingly;
- Private waste disposal -- any existing housing with a private waste disposal is a potential source of contaminants;
- Electrical power distribution lines/transmission lines -- row maintenance PCB capacitors.
- Existing and potential leaking underground storage tanks;
- Areas of concentrated septic tank leachate – knowledge of failing septic systems;
- Other specific point source or non-point sources of existing or potential land use activities (community or industrial activities).
- Potential for increased sodium and chloride levels in the groundwater (salt storage, highway maintenance, etc.).
- Sources of contamination will be identified through observations in the field and searches through existing State records.
- Prioritization of Groundwater Favorable Zone – construction of base map
  - Based upon the data collected from Tasks A through F, selected zones will be evaluated according to the favorability (likelihood) of developing new groundwater resources. The results of this task will be the presentation of project area maps which identifies all favorable groundwater zones and which “*priority ranks*” each zone in accordance with their groundwater production favorability and potential. The map will show the following:
    - Planimetric features
    - Topography
    - Geologic contacts (bedrock and surficial geology)
    - Major bedrock structural features
    - All previously selected groundwater development sites
    - Watershed boundaries
    - Specific zones within the study area that are considered favorable for the development of new groundwater resources
    - A comparison of potential yield of the new groundwater development zones with those areas previously identified in other investigations
- Surface Water Treatment Plant (SWTP) Evaluation
  - Review and build off of previous evaluations
  - Utilize operator input
  - Unit process evaluation
  - Existing and proposed regulations evaluation

- Water quality and ability to comply with regulations
- Determine necessary improvements
- Feasibility and cost opinion of improvements on existing site
- Compare to feasibility and cost of new SWTP on Sportsman's Club parcel

#### **Task 4 - Cost Effective Evaluation**

- Based on the hydrogeological evaluations, identify needed improvements to both existing and potential new groundwater supplies and develop cost opinions to include:
  - Development and permitting costs
  - Infrastructure costs such as pumping stations and water mains
  - Water quality and associated treatment costs.
- Using SWTP and GW cost opinions, establish and consider normalized costs for proposed water supply improvements (capital cost \$ per gpm capacity) to establish a cost basis for setting priorities.
- Identify a suggested schedule and capital improvements plan (CIP) based on the engineering evaluation, and the SWTP and groundwater investigations.
- Provide updated recommendations relative to the Integrated Management Plan.
  - Provide recommended use of supplies considering seasonal limitations, water quality, safe yield, draw-down, etc.
  - Prepare a recommended plan on how and when to operate the wells. Thresholds may include well water levels, water quality, regularly scheduled rest periods, etc.
- Provide recommendations for additional study (engineering and/or hydrogeological) to supplement and refine the Integrated Management Plan.

#### **Task 5 - Land Acquisition Assistance**

- Evaluate potential land access issues and assess what types of purchase options would be possible for the Town to pursue.
- Provide assistance with land acquisition including work plans and draft easement language. Identify the needed land using work plans and sketches. Assistance with land acquisition will include temporary permission during the investigation's phases and permanent easement/acquisition assistance once well sites are permitted.

#### **Task 6 - Technical Assistance (Allowance Item)**

- Assist the Town with evaluation, development of cost opinions, normalized costs, conclusions and recommendations on water supply options that may arise from the overall groundwater and surface water source evaluation. Possible items to be covered under this task include (but are not limited to):
  - Artificial recharge
  - Improvements to Skinner Springs
  - Others to be determined

**Task 7 - Water System Energy Audit**

- Coordinate with NHDES to have an energy audit conducted on the water system by the NHDES subcontractor for these services
  - Assist with development of scope of work
  - Coordinate with Town, NHDES and their subcontractor to perform energy audit
- Incorporate energy audit recommendations as appropriate into the water source evaluation

**Task 8 – Funding Assistance**

- Meet with NHDES and/or the Trust Fund Advisory Board as appropriate to advance funding options through the Drinking Water and Groundwater Trust Fund
- Provide assistance with applying for DWSRF and/or Trust Fund assistance.

**Task 9 – Technical Memorandum**

- Provide a Technical Memorandum summarizing the findings, conclusions and recommendations of the groundwater and surface water assessment. This will also include an updated “road map”, any updates to the Integrated Management Plan, work plans, cost opinions and suggested CIP.

**Deliverables**

The following deliverables will be provided:

- *Technical Memorandum* with “road map” as well as a schedule.
- Updates to the Integrated Management Plan will be provided as well.
- *Work Plans* at an appropriate scale to show the overall scope of recommended work.
- *Opinion of cost and normalized costs for each option considered.*
- *Suggested CIP* for future phases presented in a format consistent with the Town CIP forms.

**Budget Cost:**

Budget Estimate = \$184,800 which is broken out by Task below. Billings shall be in accordance with the established hourly rates for personnel assigned plus reimbursable expenses for the services identified above. Billings for services will be monthly and will be due Underwood Engineers, Inc. within 30 days of the billing date.

Task 1 – Meetings and Work Sessions	-	\$ 11,000
Task 2 – Evaluation of Supply Capacity/Requirements	-	\$ 15,700
Task 3 – Evaluation of Source Alternatives	-	\$ 94,200
Task 4 – Cost Effective Evaluation	-	\$ 18,100
Task 5 – Land Acquisition Assistance	-	\$ 7,600
Task 6 – Technical Assistance (allowance*)	-	\$ 20,000
Task 7 – Water System Energy Audit	-	\$ 2,900
Task 8 – Funding Assistance	-	\$ 5,500
Task 9 – Technical Memorandum/Report	-	\$ 9,800





## **Recreation Park Field 1 Donation and Upgrade Proposal**

**TOWN OF EXETER  
MEMORANDUM**

TO: Exeter Select Board  
Russ Dean, Town Manager

CC: Doreen Chester, Finance Director

FROM: Greg Bisson, Director of Parks and Recreation

RE: Donation - Exeter Junior Softball

DATE: 04/08/2019

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Exeter Parks and Recreation is seeking Select Board approval to accept the donation from Exeter Youth Softball to renovate "Field 1" at the Recreation Park (Please see proposal). The Exeter Recreation Advisory Board (March 28<sup>th</sup>) unanimously voted to support this donation.

Exeter Parks and Recreation has worked with Exeter Youth Softball (EJBSL), Exeter Youth Soccer (EYSA) and Exeter Adult Softball in coordination to maximize the use of the facility. This facility will now be scheduled out 98% of peak time.

These upgrades will not be affected by any renovation plan that results from the recently approved design and engineering warrant article for the Recreation Park. These items will only enhance the current facilities and position the park, Exeter Parks and Recreation, and the Town of Exeter for future recreation opportunities for our youth, including revenue generating tournaments.

The Department wishes to acknowledge the efforts of the Junior Softball organization in helping enhance our community's recreation opportunities. We believe this will continue to be a valued partnership.

**Select Board Motion:**

**Move the Select Board authorize the Parks/Recreation Department to accept the donation of field improvements to Field #1 at the Recreation Park, as presented by the Exeter Junior Softball league, as presented.**

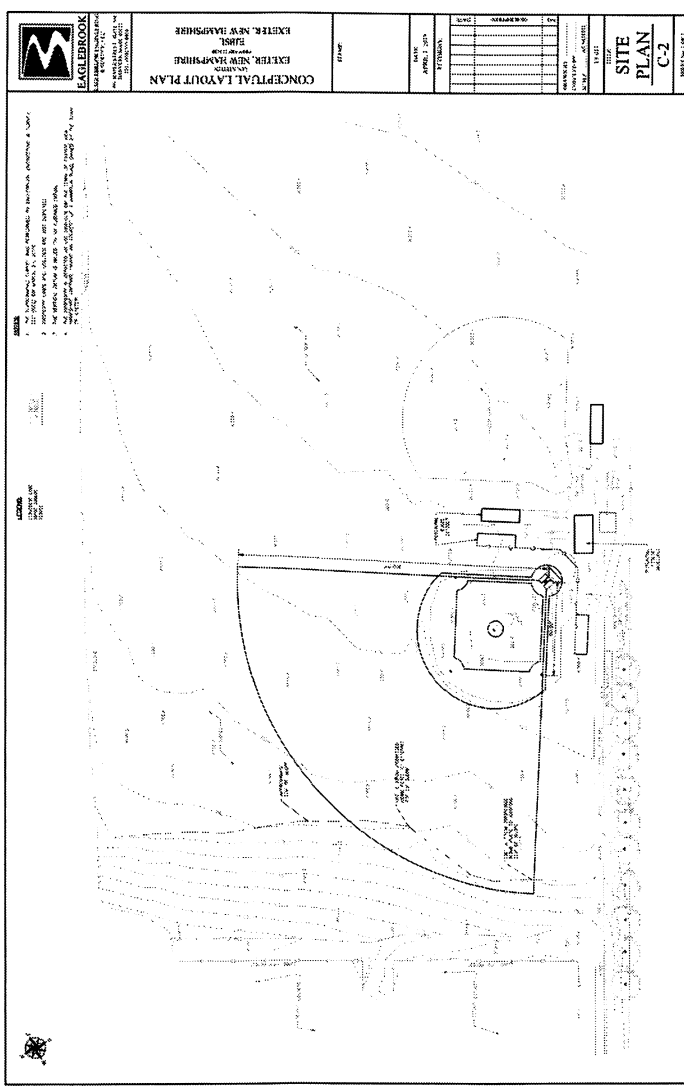
Respectfully Yours,

Greg Bisson  
Director Exeter Parks and Recreation

# Seeking Permission



- **EJSL Seeks Approval to Spend Funds**
  - Up to 90K in 2019
  - Up to 50K in 2020
  - Field 1 infield upgrade
  - Completed survey (image shown)
  - Dugouts across all three fields
  - Fencing / backstops across all three fields
  - Snack Shack
  - Upgraded storage units
  - Temporary retractable fencing
  - Field maintenance equipment (rakes, drags)



# Goals for Field Upgrades

## Build Field of Dreams

- Multiple fields ideal for operating our Spring, Summer and Fall program (limited)
- Shared access Exeter Rec, Adult Rec Softball and our Youth Girls Softball programs
- Approved for future enhancements such as lights, batting cages, bleachers, concessions

## Revenue Opportunities (for each Exeter, Adult, Youth)

- Sponsorships
- Concessions and merchandise
- Tournament hosting including adult leagues and outside organizations

## Multi Field Plan

- Upgrades to facilities all three playing fields at the Rec Park
  - Dugouts, backstops, fencing, storage units, snack shack etc.
- Partnership from EJSL brings money, donations and volunteer labor when needed
- Field 1 survey completed and paid for by EJSL

# Who is Exeter Jr. Softball

The Exeter Jr. Softball League (EJSL) was created to provide girls ages 6-16 in the seacoast area, with an opportunity to participate in an organized recreational softball league. By striving to emphasize sportsmanship, participation and fun, our goal is that each participant will have gained a positive learning experience at seasons' end.

- Non profit (501C,3) chartered as EJBSL in the State of NH (Baseball and Softball)
- Has dedicated Board to drive growth and management of the league
- Reaches across town lines (volunteers, money, players, resources)
- Boundaries include Exeter, Newfields, Brentwood, E. Kingston, Kensington
- Operates both recreation and competitive programs
- Partnerships with Recreation Departments to promote their programs and softball

Thank you!

Stephen A. Singlar

President

Exeter Jr. Softball

[exeterjrsoftball@yahoo.com](mailto:exeterjrsoftball@yahoo.com)

603-264-4599





**Parks/Recreation Impact Fee Use Requests and Parks Improvement Fund Requests**

**TOWN OF EXETER  
MEMORANDUM**

TO: Russ Dean, Town Manager  
CC: Doreen Chester, Finance Director  
FROM: Greg Bisson, Director of Parks and Recreation  
RE: Tennis Court Resurfacing/Hoop Correction  
DATE: 04/08/2019

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Exeter Parks and Recreation recently solicited bids for resurfacing the tennis courts located at Recreation Park. Tennis court resurfacing is a specialized task with only a handful in New England qualified to do the project. The following companies were contact to submit a bid for the project:

Vermont Tennis  
Cape Code Tennis and Track  
Maine Tennis and Track

Vermont Tennis was the only company to submit a bid for the project. Cape Cod Tennis and Track was unavailable while Maine Tennis and Track never responded to numerous inquiries.

Vermont Tennis has worked on our tennis courts for the last 15 years. Resurfacing a tennis court is essential in maintaining the integrity of the court. The courts are patched and repainted during the process, extending the life of the courts.

The Recreation Park tennis courts were last rebuilt in 2003 at a cost of \$250,000. The cost to rebuild the courts would exceed \$400,000 today, not including fencing. The courts should be resurfaced every 5 years however the project in this scope was delayed the last 3 years with only minimal patching done.

In addition to resurfacing, we will be expanding our pickle ball courts on all of our 8 courts. This will allow for further expansion of our pickle ball program and possibility of hosting a pickle ball tournament in the future. While we are resurfacing, we will also be resetting one of the basketball hoops that heaved several years ago causing the hoop to be uneven and cause undue stress to the pavement. This hoop needs to be fixed before it causes any more damage to the surface and to make it playable again.

Tennis Court Resurfacing Cost: \$28,800  
Basketball Hoop Reset: \$4,500

Total: \$33,300

Exeter Parks and Recreation is requesting use of impact fees and park improvement capital reserve funds for this project. The impact fees would be used to pay for the addition of the pickle ball courts at a cost of \$12,000 for 16 courts (\$750 per court). The remaining balance of the project would come out of the newly established Park Improvement capital reserve fund in the amount of \$21,300. The two items together are the total project cost of \$33,300.

**Select Board Motions:**

**Move the Select Board authorize the use of \$21,300 from the Parks Improvement Capital Reserve Fund for the purpose of tennis court resurfacing at the Recreation Park and resetting of a basketball hoop at the Recreation Park.**

**Move the Select Board release the amount of \$12,000 in Recreation impact fees for the purpose of creating 16 pickle ball courts at the Recreation Park.**

Respectfully Yours

Greg Bisson  
Director Exeter Parks and Recreation

**TOWN OF EXETER  
MEMORANDUM**

TO: Russ Dean, Town Manager  
CC: Doreen Chester, Finance Director  
FROM: Greg Bisson, Director of Parks and Recreation  
RE: Sanitation Pool Upgrade  
DATE: 04/08/2019

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Exeter Parks and Recreation recently solicited bids for upgrades for our sanitation system for the Daniel R Healy Pool. Pool sanitation is important when dealing with the public's health and safety. These systems not only keep the water at a sanitary level but also assure the safety of our patrons. Exeter Parks and Recreation is requesting the use of impact fees for these upgrades. In 2012, the Select Board approved use of impact fees for our first step in improving these sanitary systems with the replacement of the large filter for the pool. No other upgrades were done at the time. Now in 2019, we are requesting to upgrade the following systems:

The department solicited various bids from vendors, online and local. D&P Swimming Pools out Plaistow, NH was the only company that was able to provide the lowest prices but full service and consulting for all of the elements requested. Northern Pools, out of Eliot, Maine was the only other pool company to supply quotes for this project but did not include chemical controllers nor pool vacuum. The prices Northern Pool did provide were higher than D&P Swimming.

**Summary of Improvements**

**Filter Pump:** The main filter pump was the original pump and retrofitted to work with the new system. This pump has been rebuilt twice and failed multiple times last year causing the pool to be shut down on numerous occasions. A new pump would be properly sized with new electrical added. The new 15 HP Sta-Rite Pump will be installed by our public works department saving us \$4,000 in labor cost. This new pump would bring our pool up to NHDES standards. **Cost: \$8,700**

**Splash Pad Filter:** The splash pad was built in 2006. The filter used at the time was a 20 year old filter that originally serviced the toddler pool. This filter is now 33 years old. This filter has started to fail. It is important to have an efficient filter as the water is recycled and is heavily used. The new Pentair Triton will meet today's standards. This new filter would bring our pool up to NHDES Standards. **Cost: \$2250**

**Chemical Controllers:** The current chemical controllers are 15 years old. They have seen their life expectancy expire. The chemical controllers are an important part of a pool

operation. They monitor the chemical (chlorine and CO2) to keep the pool balanced and in compliance with pool standards, these new controllers come Wi-Fi enabled allowing staff to monitor the levels from their desks or phones. The CAT 4000 with WIFI would bring the pool up to compliance with the DES standards while keeping our patrons safe. **Cost: \$7,000**

**Pool Vacuum:** A pool vacuum is essential to keep this facility clean while maintaining a safe swimming environment. The pool was not designed to accommodate a pool vacuum which causes a problem with debris in the pool. Over the summer, dirt and sand are carried into the pool and settles on the bottom of the pool. During each swim, that debris is stirred up causing difficulties for the lifeguards to see the bottom of the pool. The Maytronics Wave 200XI would eliminate this problem. This robotic vacuum would vacuum pool each night, cleaning the pool for approximately 8 hours without employee supervision. This would reduce the town's liability while providing a safe and clean environment making it easier to meet DES Standards. **Cost: \$7500**

**Total: \$25,450**

**Select Board Motion:**

**Move the Board authorize the release of \$25,450 in recreation impact fees to be used for the purchase of a filter pump, splash pad filter, chemical controllers and a pool vacuum to support sanitation upgrades at the Healy Pool.**

Respectfully Yours,

Greg Bisson  
Director Exeter Parks and Recreation

**TOWN OF EXETER  
MEMORANDUM**

TO: Russ Dean, Town Manager  
Exeter Select Board

CC: Doreen Chester, Finance Director

FROM: Greg Bisson, Director of Parks and Recreation

RE: Fencing-Gilman Baseball Field

DATE: 04/08/2019

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Exeter Parks and Recreation recently solicited bids replacing the plastic fencing at the Gilman Park baseball field. We have shifted our T-ball program to that location and believe that fencing would increase the safety and wellbeing of the players as we look to expand our program. This is allowable in the current easement the town has with SELT.

The department received only 1 quote for this job. It was submitted by AAA Fencing, Dover, NH. Work has been completed and instead of this expense coming from the regular recreation budget, the department respectfully requests the use of impact fees for this expense.

Cost: \$4,100

**Select Board Motion:**

Move the Select Board authorize the use of \$4,100 in Recreation impact fees for the purpose of funding the Gilman Park fence replacement project.

Respectfully Yours

Greg Bisson  
Director Exeter Parks and Recreation

## **Tax Abatements, Credits, and Exemptions**

## List for Select Board meeting April 4, 2019

### Vet Credit

<b>Map/Lot</b>	<b>Location</b>	<b>Amount</b>
87/3/34	34 Exeter Farms Road	500.00
68/6/827	8 Sterling Hill Ln unit 827	500.00
64/89	22-24 Jady Hill Ave	500.00
51/5	4 Stoneybrook Lane	500.00

### Elderly Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Amount</b>
63/163	4 Walnut St	236,251
104/79/217	217 Robinhood Dr	152,251

### Report of Wood Cut

<b>Map/Lot</b>	<b>Location</b>	<b>Amount</b>
94/19	Lary Lane	131.74

### Abatement

<b>Map/Lot</b>	<b>Location</b>	<b>Amount</b>
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## Permits And Approvals



Town of Exeter, NH  
 10 Front Street  
 Exeter, NH 03833  
 Phone: 778-0591 Fax: 772-4709

**Road Race/Walkathon 807.3**

This permit application is to be submitted to the Town Office with a clearly marked map of the route of your event along with your Certificate of Insurance. Your permit will be forwarded to the Police Chief for approval, then be to the Board of Selectmen for approval. Please be sure to submit your paperwork to allow time for this process.

The Certificate of Insurance amounts required: General Liability/Bodily Injury/Property Damage (combined) \$300,000-\$1,000,000 with additional personal injury of \$300,000 and the Town of Exeter must be listed as an additional insured.

Application Date: 3/25/19

**Representative Information:**

Name: Arlon Chaffee Address: PO Box 423  
 Town/State/Zip: Newmarket NH 03857 Phone: 603-659-2824  
 Email: arlon@locorunning.com

**Organization Information:**

Name: LOCO Sports Address: PO Box 423  
 Town/State/Zip: Newmarket NH 03857 Phone: 603-659-2824  
 Describe Activity: Running race - 5K distance  
 Date of Activity: June 9, 2019 Time of Activity: 8AM - Noon

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**MARKING THE ROAD AND/OR SIDEWALK WITH PAINT, TAPE, ETC. IS PROHIBITED. YOU ARE RESPONSIBLE FOR PICKING UP ANY SIGNS AND/OR LITTER AFTER THE EVENT.**  
 -----

This permit is issued to the representative/organization listed on this permit for the purpose indicated on this permit. This permit shall be valid for said representative/organization only during the time and dates indicated on this permit.

*DETAIL OFFICERS NEEDED.*

Police Chief Approval: 

As authorized by the Board of Selectmen/Designee:

\_\_\_\_\_ Date

**Town of Exeter Ordinance: 807.3 Competitive Races:** No person shall conduct or participate in any competitive race using a public way unless such race is sponsored by a recognized organization and prior written approval of the Board of Selectmen is granted. The Town may require insurance, police coverage and other measures to insure the safety and protection of the public.



**Start**

**Finish**

**What Moves You 5K Road Race  
Sunday June 9, 2019  
9AM Race Start**

**Race Day Contact:  
Mike St. Laurent  
m: 603-767-1230**

**Start: By Rite Aid on Alumni Drive  
Right: Portsmouth Ave  
Right: Holland Way  
Right: High Street  
Right Buzzell Ave  
Finish: Parking lot Core Physicians**



# 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: Bonnie Galinski/Jan Russell Address: 120 Water Street  
Town/State/Zip: Exeter, NH 03833 Phone: 978-979-9190 (B)  
Email: bgalinski@salemstate.edu Date of Application: February 14, 2019

### Organization Information:

Name: EACF / Festival of Trees Address: c/o EACC; 120 Water Street  
Town/State/Zip: Exeter, NH 03833 Phone: 772-2411

### Reservation Information:

Type of Assembly/Meeting: charity event Date: Dec. 5, 2019  
Start Time: 11:00 End Time: 8:00 Additional time for set-up/clean-up: Dec. 2-6, 2019  
# of tables: 10 # of chairs: 10  
List materials being used for this event: \_\_\_\_\_  
Will food/beverages be served? yes Description: cookies sold as townspeople exit bldg.

### 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: *Janet Russell* Date: 2/14/19

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**

SpecialEventLicense (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. SpecialEvent 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: Festival of Trees Location: Exeter Town Hall  
Date(s) of Event: Dec. 2-6 (event is 5th) Start Time: 11:00 End Time: 8:00  
Event Representative Name: Bonnie Galinski / Jan Russell  
Address: c/o EACC, 120 Water Street  
Town: Exeter State: NH Zip: 03833  
Phone: 772-2411 Email: bgalinski@salemstate.edu  
No. of Volunteers/Workers per Day: 33 # Anticipated Spectators: 1000+  
List Vendor(s) Names: NA

Describe (in detail) the proposed event: Live trees delivered to side of bldg. Dec 2; Trees set up Tuesday, Dec. 3rd; Decorators arrive Wed, Dec. 4th 8:00-8:00; the event is open to the public during the Holiday Open House and lighting of the town on Dec. 5th; the trees are taken down and hall cleaned on Fri., Dec. 6th

Requesting:  Town Hall  Bandstand  Art Gallery  Swasey Parkway  Senior Center  
 Fireworks/Parade  Raffle  Raynes Barn/Farm  Parks/Recreation Property  
 Road Race *(sound system set up by Greg)*

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)  ~~Nov. 23-Dec. 6 (will share w/parade)~~  
 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 (bake sale)
- 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: (see following page)

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: JANET RUSSELL DATE: 2/14/19

APPLICANT SIGNATURE: Janet Russell

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.

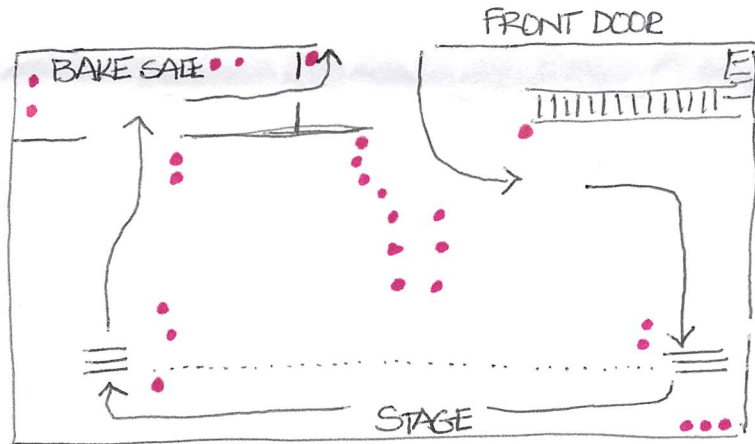
THE TOWN RESERVES ITS RIGHTS TO PURSUE ALL AVAILABLE LEGAL REMEDIES FOR DAMAGE TO TOWN PROPERTY OR VIOLATION OF ANY LAWS, RULES OR CONDITIONS APPLICABLE TO USE OF TOWN PROPERTY. IN ADDITION, SUCH CONDUCT MAY RESULT IN REVOCATION OF PERMISSION AND/OR DENIAL OF FUTURE REQUESTS FOR PERMISSION TO USE TOWN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

PRINT NAME: JANET RUSSELL DATE: 2/14/19

APPLICANT SIGNATURE: Janet Russell

## Town Hall Application Information

1. Certificate of insurance---under the Exeter Area Chamber of Commerce /Exeter Area Charitable Foundation which is on file.
2. Site plan—The main hall and stage are used to house the Christmas trees. The public enters in the front door, flows to the left, up the stage steps on the left, across the stage, down the stage steps, down the side of the hall, and out through the small door at the front of the Town Hall.



• = committee members for crowd control

3. Security/ Crowd Control—Committee members distribute themselves through the hall to try to control the crowd. One person is positioned by the front door (entrance) to manage the flow and keep an open path for those exiting and committee members are also positioned by the inner entrance to direct the line to the left. We do not encourage people to enter by the side door (by the ramp) as it would cause too many people in the hall. It is available for exit only.
4. Traffic Control / Parking Plan—NA (The Chamber of Commerce manages the traffic for the Holiday Open House. Our committee members make sure to park in appropriate places during the event (off site).
5. Fire Emergency Plan—We contact the fire department to do a walk through before the night of the event. As mentioned the committee members are distributed to help move the traffic pattern in the building.
6. Ambulance / Medical Service Plan—We try to keep the traffic flow in the building to a single file line so that there is easy access should an emergency arise to be able to have them exit by the front or side door.
7. Ticket Distribution – NA (Our event is “free” to the public)



**Town Review Staff Comments**

Police Chief (or designee):  No Comments

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

Signature: W. [Signature] Date: 2/21/19

Fire Chief (or designee):  No Comments

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

Signature: [Signature] Date: 2/26/19

Health Officer:  No Comments

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

Signature: [Signature] Date: 2/26/19

Parks/Recreation:  No Comments

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

Signature: [Signature] Date: 3/4/19

Public Works:  No Comments

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

Signature: [Signature] Date: 3/24/19

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 #: \_\_\_\_\_

30 Sanborn Road  
E. Kingston, NH 03827

February 14, 2019

Town Manager/ Board of Selectmen  
Exeter Town Hall  
10 Front Street  
Exeter, NH 03833

Dear Mr. Dean and Board of Selectwo/men,

December 5, 2018 will be the twenty-first year of The Festival of Trees. Over this time the town of Exeter has allowed us the use of the building which draws hundreds of spectators and helps raise money to pass along to the Chamber Children's Fund for clothing vouchers. This year we were proud to help put the foundation over the \$1 million dollar mark, by contributing \$37,000.

Our committee works very hard to be respectful in the use of this building. We try to leave the hall in the same or better condition than it was when we set up. We have also worked closely with town departments to assure that we meet safety requirements.

We have been very appreciative that you have allowed us to use the building to hold our event these past twenty years and hope that you might consider waiving the fee for the building usage so that we can pass all the money we earn on to the Chamber Children's Fund.

Thank you for your consideration in this matter.

Sincerely,



Bonnie Galinski and Jan Russell

PS We also want to offer a special "thank you" to Tom who all the help he gave us this past year.

**TOWN OF EXETER, NH  
EVENT APPLICATION**

SpecialEventLicense (Reference RSA 286 1-5, Town Ordinance Chapter 807)

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For information or questions concerning the application call 603-778-6102.

Name of Event: SUMMER CONCERT - RAIN SITE Location: TOWN HALL  
Date(s) of Event: 6/20/19 - 8/15/19 (THURS) Start Time: 4:00PM End Time: 9:00PM  
Event Representative Sponsor's Name: EXETER PARKS + REC  
Address: 32 COURT ST  
Town: EXETER State: NH Zip: 03833  
Phone: 773-6151 Email: GBISSON@EXETERNH.GOV  
No. of Volunteers/Workers per Day: 5 # Anticipated Spectators: 200+  
List Vendor(s) Names: NA

Describe (in detail) the proposed event: RAIN SITE ONLY

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

Alcohol Service (See separate form)  
 Blocking Off Road(s) \_\_\_\_\_  
 Plywood (2 weeks) or  Poster (1 week) Signboard Dates: \_\_\_\_\_  
 A-Frame Quantity and Dates \_\_\_\_\_  
 # Parking Spaces: Location: \_\_\_\_\_

**If Applicable:**

Has Permit been approved:  Yes  No  
Tech/AV Services needed:  Yes  No

## 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.

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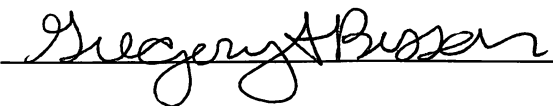
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10. **Special Duty Service Fees:** The application fee does not include the costs of Fire or Police protection, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. 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.

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PRINT NAME: GREG BISSON DATE: 2/5/19

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.

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PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_



**Town Review Staff Comments**

Police Chief (or designee):  No Comments

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

Signature: W. [Signature] Date: 2/14/19

Fire Chief (or designee):  No Comments

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

Signature: [Signature] Date: 2/25/19

Health Officer:  No Comments

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

Signature: [Signature] Date: 2/25/19

Parks/Recreation:  No Comments

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

Signature: [Signature] Date: 3/8/19

Public Works:  No Comments

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

Signature: [Signature] Date: 3-5-19

Select Board/Designee:  No Comments

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

Town Official Use Only:

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

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

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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.

Name of Event: Darlingside Location: Town Hall

Date(s) of Event: May 18, 2019 Start Time: 8pm End Time: 10:30pm

Event Representative Name: Ben Anderson

Address: 66 Newfields Road

Town: Exeter State: NH Zip: 03833

Phone: 603-244-0202 Email: lyon@brightandlyon.com

No. of Volunteers/Workers per Day: 12 # Anticipated Spectators: 400

List Vendor(s) Names: Prescott Park Arts Festival

Describe (in detail) the proposed event: An acoustic folk concert featuring a four-member band playing a guitar and singing harmonies into one microphone.

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: \_\_\_\_\_

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.

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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).
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PRINT NAME: Ben Anderson DATE: 2/20/19

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.

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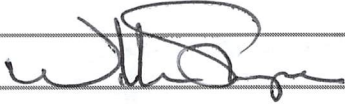
PRINT NAME: Ben Anderson DATE: 2/20/19

APPLICANT SIGNATURE: 

**Town Review Staff Comments**

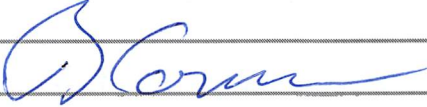
Police Chief (or designee):  No Comments

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

Signature:  Date: 2/22/19

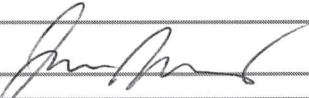
Fire Chief (or designee):  No Comments

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

Signature:  Date: 2-26-19

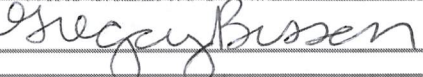
Health Officer:  No Comments

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

Signature:  Date: 2/27/19


Parks/Recreation:  No Comments

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

Signature:  Date: 3/4/19

Public Works:  No Comments

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

Signature:  Date: 3/24/19

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 #: \_\_\_\_\_

### 3. Security/Crowd Control Plan:

This concert features folk music consisting of 4 musicians playing guitar and singing harmonies around a single microphone. The audience will be seated for the duration of the performance.

While there are no immediate security concerns, the concert will be staffed by trained and certified crowd managers who are experienced managing large-scale events.

### 4. Traffic Control/Parking Plan:

There are no anticipated traffic issues. Regular public parking will be used.

### 5. Fire Emergency Plan:

This event will adhere to current occupancy guidelines, and emergency exits will be kept clear and accessible.

### 6. Ambulance / Medical Service Plan:

Two of our staff are trained EMS personnel.

### 7. Ticket Distribution Plan:

We utilize a professional ticketing service which allows us to control the number of tickets sold, hold contact information for all attendees, and provide a refund, if necessary. No one will be allowed access to the event without presenting a valid ticket or pass.

### 8. Sanitary Facilities Plan:

Toilet facilities are located on site. Trash will be removed immediately following the concert.

### 9. Food Service Plan:

Prescott Park Arts Festival will obtain a food service permit to provide light food options.

**CONCESSIONS**

**BAR**

**EXIT**

**MAIN  
ENTRANCE**

**EXIT**

**EXIT**

**GENERAL  
SEATING**

**GENERAL  
SEATING**

**EXIT**

**STAGE**



**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: May 18th , 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 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

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 licenses 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 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 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

**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).**

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

**COVERAGES** **CERTIFICATE NUMBER:** 1931252 **REVISION NUMBER:**

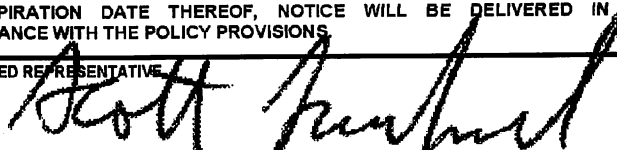
**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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**

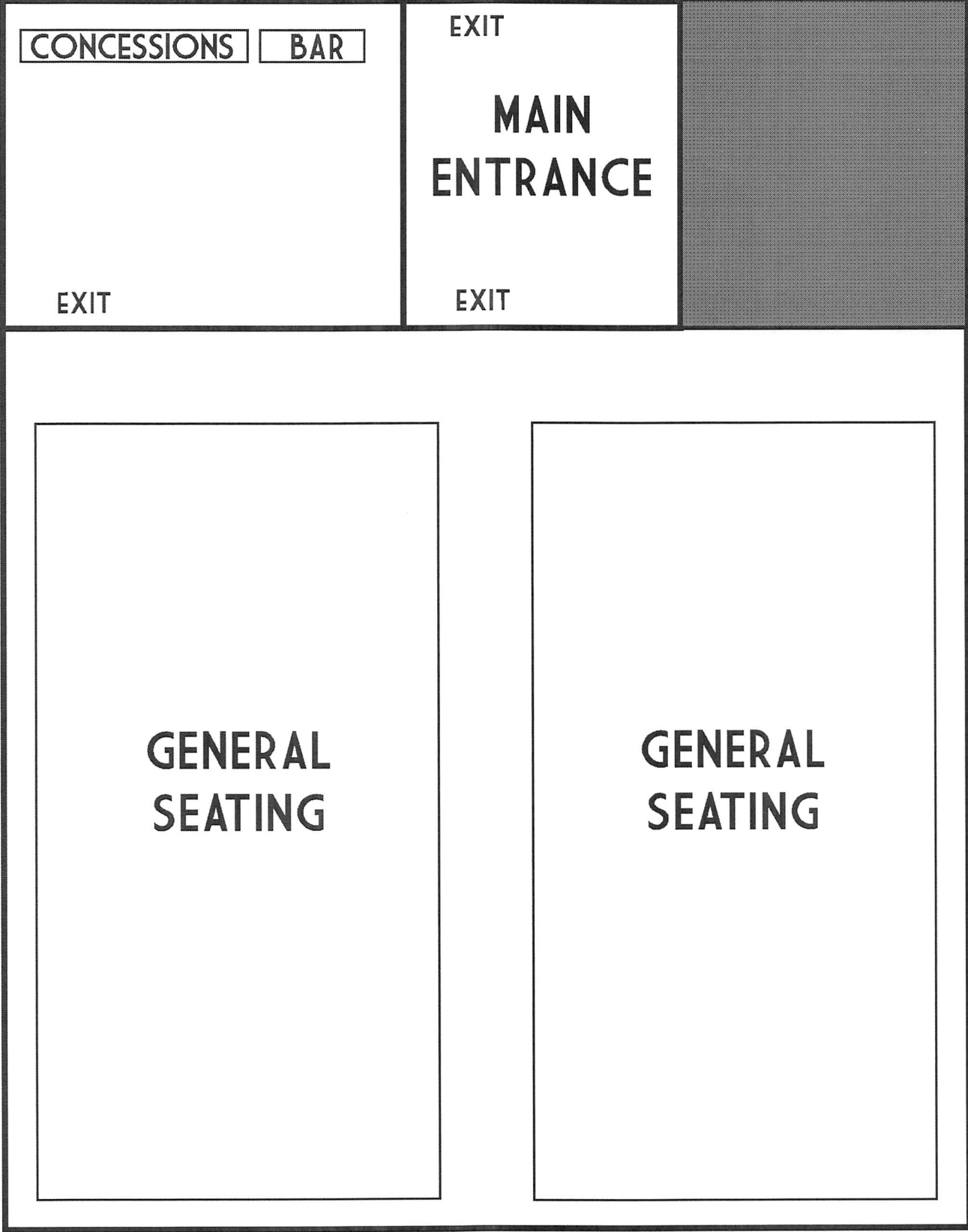
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors <input checked="" type="checkbox"/> <b>LIQ.LIB. \$1MILLIO.AGG.</b> \$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)
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XKO0021724700	12:01AM 5/01/18	12:01AM 5/01/19	EACH OCCURRENCE 1000000 AGGREGATE 1000000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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. FORM CG2026/WAIVER OF SUBROGATION IS INCLUDED.

**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 
--	---



CONCESSIONS

BAR

EXIT

MAIN  
ENTRANCE

EXIT

EXIT

GENERAL  
SEATING

GENERAL  
SEATING

STAGE

EXIT



## Correspondence

MAR 25 2019

Received



**THE EXETER SPORTSMAN'S CLUB, Inc.**

P.O. Box 1936  
111 Portsmouth Avenue  
Exeter, New Hampshire 03833  
(603) 772-7468  
www.exetersportsmansclub.com

March 19, 2019

Exeter Select Board  
C/O Town Manager Russ Dean  
10 Front Street  
Exeter NH 03833

**Subject: Annual Report to Exeter Select Board for 2018-2019**

Dear Honorable Select Board:

In accordance with the requirements presented in Paragraph 13 of the Lease Agreement between the Town of Exeter and the Exeter Sportsman's Club, Inc. (ESC), please find below our Annual Report for our fiscal year April 1, 2018 thru March 31, 2019.

Town of Exeter Residency

- General Membership: 27.6% of our members are residents of the town of Exeter NH. This fulfills the requirement of our lease that at least 20% of members be residents of Exeter.
- Board of Directors: Of our 15 Board of Directors, 7 are residents of the town of Exeter NH. This fulfills the requirement of our lease that at least 2 members of our Board of Directors be residents of Exeter.

Activities of Civic Benefit

- The "children's fishing derby" continues to be a popular spring activity drawing in excess of 179 registered children and at least that many parents & grandparents attending in May of 2018. The 2019 fishing derby is scheduled for Saturday May 11<sup>th</sup> of which plans are currently underway to make this another great event for our local youth. This ESC program is provided at no cost to the families and the ESC pays for the breakfast, prizes, and the stocking of the reservoir.

Safety & Firearms Training

- Four Hunter Education classes were conducted in 2018, graduating 93 students who qualified for both archery and firearms licenses under new NHFG guidelines.

Established March 23, 1878    Oldest Trap Shooting Club in the USA    Affiliated with the NRA and GO-NH





## THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936

111 Portsmouth Avenue

Exeter, New Hampshire 03833

(603) 772-7468

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

- According to the New Hampshire Fish and Game (NHFG) reports, a steep decline in firearm accidents as a result of the emphasis on firearm safety in the Hunter Education Program. Hunting has become one of the safest activities in America.
- ESC provided NRA certified training in Basic Pistol, Basic Rifle, Personal Protection in the Home (PPIH) and Personal Protection Outside the Home (PPOH) to a total 82 students. All of these programs place heavy emphasize on firearm safety.
- ESC continues to provide NRA certified training officers and/or NRA certified range safety officers to youth groups (CAP, BSA, 4H, etc.) seeking firearms qualifications.

### Youth Programs

- The ESC continue to have a vibrant Civil Air Patrol (CAP) youth program. The program this year hosted a total of 53 citizens, an increase over last year. The new Small Bore Range greatly facilitated conducting the classes safely and efficiently. Most of the Cadets achieve an NRA Marksmanship qualification of Marksman or higher during their first season in the three position light rifle course. Several have achieved Marksman first class and we currently have two holding the Sharpshooter badge. Six of our program alumnae are now serving in the U.S. Armed Forces. Three are now Marines, two are in the Army and one is in the Navy. Four out of the six reported proudly that they had achieved the Expert marksmanship rating and the other two missed it by a few points. The Squadron leadership continues to make firearm safety classes available to all Cadet Recruits and their parents, or guardians regardless of whether they intend to enroll in the Marksmanship Program or not. This enables us to teach firearm safety to youngsters and adults who have little or no other opportunity to get such training.

We also assisted several Boy Scouts in completing their Rifle merit badge requirements. As NRA certified instructors we are authorized by the Boy Scouts of America (BSA) to "sign off" on the requirements for that badge.

ESC continued to provide free membership to members of the armed forces who are on active duty. Some members of the United State Coast Guard (USCG) continue to use the range to hone their shooting skills.

ESC has expanded our new member orientation to two full hours with special emphasis on new members being "range safe". All new members are interviewed to determine their shooting experience and those judged to be lacking are assigned a mentor to improve their safety skills.



## THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936  
111 Portsmouth Avenue  
Exeter, New Hampshire 03833  
(603) 772-7468

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

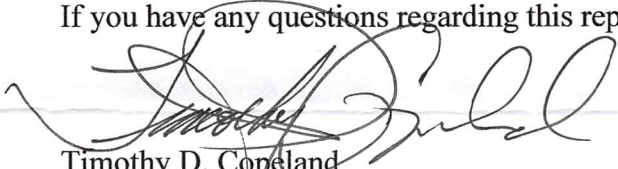
All new members are required to have a background check by the New Hampshire State Police or be a holder of a valid NH concealed carry permit which results in the same background check being performed when the permit was issued.

ESC continues to provide complimentary shooting rights, at any time during range operating hours, to all members of the Exeter and Stratham Police Departments so they can sharpen their shooting skills and qualify, whenever they feel it is necessary. This is in addition to the time required under the provisions of the current lease agreement for the Exeter Police Department. The Exeter Police Department regularly utilizes our range for qualifications of their members. The EPD and SPD enjoy the use of our facility and the fact that there aren't many ranges left to utilize and hone their skills.

Collectively, all of the ESC programs (NRA Certified Programs, Hunter Education, Youth, New Member Orientations, etc.) trained in excess of 228 individuals in the safe handling and storage of firearms last year.

The ESC strives to exceed in safety/education requirements in order to prevent injuries to our members and guests while participating in this great sport which is enjoyed by many Exeter residents whom are members and their guests.

If you have any questions regarding this report please feel free to contact me directly.



Timothy D. Copeland  
President Exeter Sportsman's Club  
603-580-1998 home



# What is Exeter's Housing Future?

## Project Kickoff

**Date:** Wednesday, April 17, 2019

**Time:** 6:30pm to 8pm  
(registration opens at 6)

**Place:** Town Hall  
10 Front St, Exeter NH 03833

*Light Refreshments & Snacks*

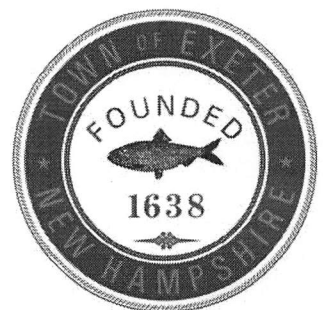
The Town is kicking off a new initiative to look at the future of the commercial districts on Lincoln Street, Water Street, and Portsmouth Ave.

- ◆ **What do we love about these neighborhoods?**
  - ◆ **What could change?**
- ◆ **Can we find a way to have more people live in these neighborhoods?**
- ◆ **What would those homes look like?**

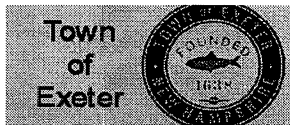
Questions? Contact:

David Sharples • Town Planner  
[dsharples@exeternh.gov](mailto:dsharples@exeternh.gov)

Visit us at: [www.exeterhousingfuture.com](http://www.exeterhousingfuture.com)  
Sign up for our E-News!







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

## A few town issues

2 messages

Derek H &lt;dhaddad7@gmail.com&gt;

Tue, Apr 2, 2019 at 5:41 PM

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

Hello,

Thank you for working hard to keep our local government a stable and positive partner in our community. I have a few topics I'd like to bring before you:

1). The 1st Exeter LitFest is this weekend. We're glad to have seen a lot of positive buzz & press already in the seacoast papers, and even the Boston Globe last weekend. We hope, as town representatives, you can attend some of the events and help promote this new arts & culture festival: <https://www.exeterlitfest.com/>

2). I and many others in the community voted for Niko, because he was eager to restore Arts & Culture as a significant component to town life. For efficiency's sake and fairness, I do encourage the Select Board to establish an Arts & Culture Advisory Board under the auspices of the current Parks & Rec Department. Arts & Culture are so essential to community living and public activities, that I'd support renaming the Department to something like "Parks and Culture" Department.

3) As a Board Member of the local Racial Unity Team non-profit, we are eager to set up a Racial Unity Film series around town to show a variety of animated films, dramas, and documentaries focused on racial issues. As such, the sooner Parks & Rec can manage arts & cultural events, the easier it will be to set up this film series. We'd love to figure out some dates & time when we could book Town Hall - or maybe use Swasey Park during the summer to show an outdoor film.

4). We need you and the town committees to get proactive in seeking donations for new chairs in Town Hall. Perhaps, you could even publicize a list of donors who contribute new chairs in recognition? Are there some local philanthropists & organizations that might spend \$1000 or so towards chairs? Recently, there's been many great cultural & political events at Town Hall, and that will only increase. I've had a few different conversations with other residents about the chairs in Exeter Town Hall. The chairs are quite old and rough on people's backs. New chairs will help more people enjoy coming to events at Town Hall, which boosts business downtown, etc.  
[https://www.amazon.com/Flash-Furniture-HERCULES-Burgundy-Patterned/dp/B013WW9EM2/ref=sr\\_1\\_20?crid=3SD3SDU8Y0XBI&keywords=folding+chairs+with+padded+seats&qid=1553031752&s=gateway&sprefix=folding+chair%2Caps%2C168&sr=8-20](https://www.amazon.com/Flash-Furniture-HERCULES-Burgundy-Patterned/dp/B013WW9EM2/ref=sr_1_20?crid=3SD3SDU8Y0XBI&keywords=folding+chairs+with+padded+seats&qid=1553031752&s=gateway&sprefix=folding+chair%2Caps%2C168&sr=8-20).

Thank you for listening,  
 Derek Haddad  
 Jady Hill Ave.  
 Exeter

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

Wed, Apr 3, 2019 at 8:37 AM

To: Derek H &lt;dhaddad7@gmail.com&gt;

Derek thanks if you have an event schedule for the LitFest I will try to stop by.

This week is opening day for our local baseball league and I am a head coach so we will see!

Thanks

Russ

[Quoted text hidden]

## 2019 Committee Re-Appointments

<b>Response</b>				
<b>Response</b>	<b>Date</b>	<b>Board</b>	<b>First</b>	<b>Last</b>
Yes	16-Mar	Conservation Commission	Carlos	Guindon
Yes	4-Apr	Conservation Commission	Andrew	Koff
Yes	15-Mar	Conservation Commission - Alt	Lindsey	White
No	27-Mar	Economic Development Commission	Ian	Smith
No	25-Mar	Economic Development Commission	Dan	Gutstein
		Economic Development Commission	John	Mueller
Yes	15-Mar	Facilities Committee	Peter	Lennon
		Heritage Commission	Peter	Smith
Yes	27-Mar	Historic District Commission	Curtis	Boivin
Yes	15-Mar	Historic District Commission	Greg	Colling
No	19-Mar	Historic District Commission - Alt	Linda	Allen
Yes	15-Mar	Planning Board	Gwen	English
Yes	4-Apr	Planning Board	Langdon	Plumer
Yes	19-Mar	Planning Board Alt	Marcia	Moreno-Baez
Yes	15-Mar	Recreation Advisory Committee	Mike	Wissler
Yes	5-Apr	Recreation Advisory Committee	Jen	Harrington
Yes	15-Mar	River Advisory Committee	Terrie	Harman
Yes	15-Mar	Water Sewer Advisory Committee	Carl	Wikstrom
Yes	15-Mar	Water Sewer Advisory Committee	Jim	Tanis
Yes	18-Mar	Zoning Board of Adjustment	Laura	Davies
Yes	17-Mar	Zoning Board of Adjustment - Alternate	Christopher	Merrill



*Town Manager's Office*

APR 04 2019

*Received*

March 30, 2019

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

**Re: Acorn TV**

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that as of May 2, 2019, the monthly rate for Acorn TV will change from \$4.99 to \$5.99 per month. This price change is due to an increase in programming costs from Acorn TV.

We are notifying customers who currently subscribe to Acorn TV through bill messages.

Please feel free to contact me at 603.334.3603 if you have any questions.

Very truly yours,

*Jay Somers*

Jay Somers, Sr. Manager  
Government Affairs

# LEGISLATIVE BULLETIN

Bulletin 15 — 2019 Session  
April 5, 2019

## House to Vote on Biennial State Budget

On Wednesday the House Finance Committee voted 13 - 9 along party lines to recommend Ought to Pass with Amendment on **HB 1** and **HB 2**, the biennial state operating budget and associated trailer bill. The House will vote on the two budget bills next Thursday, April 11. Last week's Legislative Bulletin included a summary of the municipal funding included in the Finance Committee's recommended budget, briefly listed here:

- **\$12.5 million** of municipal aid to be paid by September 1, 2020. The list of estimated amounts by municipality is available [here](#). This represents approximately 50% of the former revenue sharing program (RSA 31-A) that has been suspended since 2010.
- **\$68.8 million** each year for meals and rooms tax distribution, with the statutory catch-up formula suspended for the biennium, thereby freezing the distribution amount at the fiscal year 2017 level.
- Approximately **\$36 million** each year of the biennium for highway block grants.
- **\$6.8 million** each year for municipal bridge aid, resulting in a ten-year backlog based on the current number of municipal bridges on the waiting list for this funding.
- **\$5.7 million** over the biennium for state aid grants (SAG) for wastewater projects substantially completed by December 1, 2018. This includes 58 of the 70 projects addressed in **HB 352**. **HB 2** continues the moratorium on funding any new projects completed subsequent to December 1, 2018.
- **\$887,000** each year for reimbursements to municipalities involved in interstate flood control compacts.
- **\$200,000** each year in the Department of Transportation budget for assisting public transit operators in meeting non-federal match requirements.

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Hotel Occupancy Fee	4
House Calendar	5
Senate Calendar	6
House Floor Action	6
NHMA Events	7

### GOVERNMENT AFFAIRS CONTACT INFORMATION

**Margaret M.L. Byrnes**, Executive Director

**Cordell A. Johnston**, Government Affairs Counsel

**Barbara T. Reid**, Government Finance Advisor

**Natch Greyes**, Municipal Services Counsel

**Timothy W. Fortier**, Communications & Member Services Coordinator



25 Triangle Park Drive  
Concord NH 03301  
Tel: 603.224.7447/ Email:  
[governmentaffairs@nhmunicipal.org](mailto:governmentaffairs@nhmunicipal.org)  
Website: [www.nhmunicipal.org](http://www.nhmunicipal.org)

We typically don't include in the *Bulletin* detailed information regarding education funding. However, we want to note that **HB 2** includes changes to the education funding laws that result in an additional **\$165 million** of state aid to school districts in fiscal years 2020 and 2021 over the amounts estimated in current law. The right two columns of the [Education Funding Analysis spreadsheet](#) provided to the House Finance Committee show the estimated difference by municipality in **HB 2** as compared to current law.

### Hearing on Town Meeting Postponement Bill

The House hearing on **SB 104**, which clarifies the moderator's authority to postpone either session of a town meeting because of an emergency, has been scheduled for next **Wednesday, April 10, at 2:00 p.m., in LOB Room 308**, before the [Election Law Committee](#). As we have written previously, we **support SB 104** as amended by the Senate, because it preserves the moderator's authority and addresses legitimate concerns about the postponement process. This implements one of NHMA's most important policies, and we will ask the committee to support the bill. Please let us know if you have any questions or concerns.

### Independent Redistricting Commission

On Tuesday, the House Election Law Committee will hold a hearing on **SB 8**, the **NHMA policy bill** that establishes an independent commission to draw the boundaries for all state and federal election districts. NHMA's members support an independent redistricting commission because they believe legislative districts should be stable and based on legitimate geographic considerations, rather than tailored to the interests of whatever political party happens to control the legislature. Voters and municipal officials want to know their legislators and not find themselves constantly moved from one district to another to achieve someone else's political goals.

The most frequently cited objection to **SB 8** has been that it unconstitutionally takes the authority for establishing election districts away from the legislature. That claim does not hold up.

It is true that the New Hampshire Constitution directs the legislature to create House and Senate districts, but no one seriously expects all 424 members to sit down and draw a map. Some person or group of persons must draw a map and present it to the legislature for approval. Historically that has been done in private by a very small group of legislators, who do not constitute "the legislature" any

### This week's to-do list

- ✓ Ask members of the House Election Law Committee and your own representatives to **support SB 8**, establishing an independent redistricting commission.
- ✓ Ask members of the House Labor Committee and your own representatives to **oppose SB 148**, imposing new requirements on municipalities with respect to union membership.
- ✓ Thank your representatives if they voted in favor of **HB 641**, allowing municipalities to collect a local option hotel occupancy fee.
- ✓ Tell your senator that **HB 616**, granting a COLA to NHRS retirees, will increase property taxes and is an unconstitutional unfunded mandate.
- ✓ Tune in to the House session on the General Court website on Thursday at 10:00 to listen to the several-hour debate on the state budget.
- ✓ Sign up for a Local Officials Workshop, the Legislative Half-Time webinar, and the New Hard Road to Travel Workshop.

*(Redistricting— Continued from Page 2)*

more than an independent commission would; yet the constitutionality of that process has not been questioned (although the result frequently has been). **SB 8** requires that the commission's redistricting plan be presented to the legislature, and leaves final approval to the legislature, exactly as the constitution requires.

The hearing on **SB 8** is scheduled for **Tuesday, April 9, at 2:00 p.m., in LOB Room 308**. Please encourage members of the Election Law Committee and your own representatives to **support SB 8**.

### **Municipalities May Be Forced to Provide Info on Union Dues**

The House Labor Law Committee will hold a hearing next week on **SB 148**, a troubling bill that, among other things, would require every public employer to provide written notice to all employees, at the time of hiring, regarding "the employee's constitutional right to decide whether to join or not to join a union and the estimated cost to the employee of joining a union." Although this may seem like just another minor, easily accommodated administrative requirement, it is not. Cities and towns that already collect union dues through a payroll deduction will have this information, but most New Hampshire municipalities have no unionized employees, so they have no information on union dues.

Further, dues may vary from one union to another. There are, for example, at least six different affiliated unions that represent police officers in New Hampshire, plus a number of non-affiliated unions. Even if information on each union's dues were publicly available, how would a town with no unionized employees know which dues amounts to include in its notice?

Even if dues information were readily available, it seems inappropriate to saddle municipalities with this requirement. Again, most municipalities have no unionized employees, and in many cases there are not enough employees to form a legal bargaining unit, even if anyone were interested. Thus, the bill requires towns to provide hypothetical information about joining a bargaining unit that can't even be created. In the private sector, it is the union, not the employer, that is required (under federal law) to provide this notice to employees when they are asked to join. That makes sense.

The bill as introduced consisted only of the notice requirement described above. The Senate amended the bill to also require a public employer to give union representatives access to members of the bargaining unit that the union represents, including: (1) the right to meet with employees on the work premises to investigate and discuss grievances; (2) the right to conduct worksite meetings during lunch and other breaks and before and after the workday to discuss workplace issues and union matters; and (3) the right to meet with newly hired employees for 60 minutes not later than 10 days after hire. These obligations probably are manageable—and the bill does allow the municipality to charge the union for additional maintenance and security costs related to on-site meetings—but it is unclear why they are necessary. It is already illegal for an employer to interfere with relations between a union and its members, and public employee unions have managed for decades without these additional accommodations.

*(Union Bill— Continued from Page 3)*

Testimony at the Senate hearing indicated that these “pro-union” provisions were added to the bill as a compromise to balance the “anti-union” notice requirement in the original bill. But in the compromise between the pro-union and anti-union forces, the municipal employers are the ones that get caught in the middle. We think a better compromise would be to leave the law as it is, and just let the bill die.

The hearing is scheduled for next **Tuesday, April 9, at 10:00 a.m., in LOB Room 307.** ***Please let your representatives and members of the Labor Committee know that SB 148 imposes undue burdens on local government, and ask them to oppose the bill.***

### **House Passes Retiree COLA Bill**

On Thursday by a roll call vote of 219-150, the House passed **HB 616**, which provides a 1.5% cost-of-living-adjustment (COLA) to New Hampshire Retirement System (NHRS) retirees who have been retired at least 5 years by July 1, 2019. The COLA will be calculated on the first \$50,000 of the retiree’s pension and paid to each retiree on his or her first retirement anniversary date following July 1, 2020. The cost to terminally fund this COLA is slightly less than \$77 million, which will be added to the \$5 billion unfunded liability (*i.e.*, deficit) that currently exists in the NHRS pension fund. The COLA will be funded by ***increased employer contribution rates*** beginning July 1, 2021.

As explained in previous Bulletins, we continue to be concerned that financing retiree COLAs through increased employer contribution rates violates the unfunded mandate provision in Part 1, Article 28-a of the New Hampshire Constitution. Additionally, **HB 616** is contrary to the desire expressed by many legislators to lower property tax burdens across the state.

**HB 616** now heads to the Senate for consideration, where it will likely have a hearing before the Senate Executive Departments and Administration Committee, which deals with retirement bills. Please talk with your senator about the unfunded mandate and increased property tax concerns associated with **HB 616**.

### **Local Option Hotel Occupancy Fee Heading to Senate**

On Thursday the House passed **HB 641**, an **NHMA policy bill** that authorizes municipalities to adopt a local option hotel occupancy fee of up to \$2 per night for hotel room rentals. This is an important local control bill that will provide a reliable and sustainable revenue option to pay for costs associated with transient populations and tourist-related services, rather than continually increasing property taxes to cover those costs.

Please thank the representatives who supported local control by voting "yea" on HB 641. The bill will now go to the Senate, where we hope for a similar outcome.

## HOUSE CALENDAR

TUESDAY, APRIL 9, 2019

### **ELECTION LAW, Room 308, LOB**

- 1:30 p.m. **SB 283-FN**, relative to post-election audits of electronic ballot counting devices.  
2:00 p.m. **SB 8**, establishing an independent redistricting commission. **NHMA Policy**.

### **MUNICIPAL AND COUNTY GOVERNMENT, Room 301, LOB**

- 1:30 p.m. **SB 22**, relative to the construction property tax exemption.  
2:00 p.m. **SB 31**, relative to membership of the New Hampshire community development advisory committee.

### **TRANSPORTATION, Room 203, LOB**

- 1:30 p.m. **SB 52-FN**, requiring the department of transportation to install a traffic light in the town of Conway.

WEDNESDAY, APRIL 10, 2019

### **ELECTION LAW, Room 308, LOB**

- 10:00 a.m. **SB 7-FN-L**, establishing the secure modern accurate registration act (SMART ACT).  
1:00 p.m. **SB 45**, relative to electioneering at polling places.  
1:30 p.m. **SB 44**, relative to election procedures, delivery of ballots, and assents to candidacy.  
2:00 p.m. **SB 104-L**, relative to the postponement of city, town, village, and school district elections. **NHMA Policy**.

### **EXECUTIVE DEPARTMENTS AND ADMINISTRATION, Room 306, LOB**

- 10:00 a.m. **SB 49**, relative to the state fire code.

### **LABOR, INDUSTRIAL AND REHABILITATIVE SERVICES, Room 307, LOB**

- 10:00 a.m. **SB 148**, relative to notification to public employees regarding their right to join or not join a union.  
2:00 p.m. **SB 59-FN**, adding post traumatic stress disorder and acute stress disorder to the definition of "injury" for purposes of workers' compensation and reestablishing the commission to study the incidence of post-traumatic stress disorder in first responders.

### **RESOURCES, RECREATION AND DEVELOPMENT, Room 305, LOB**

- 10:00 a.m. **SB 74-FN-A**, relative to register of deeds fees used to support the land and community heritage investment program (LCHIP), and establishing a committee to study the economic impact of land conservation.  
10:30 a.m. **SB 164**, establishing a committee to study unprotected drinking water sources and estimating the costs of protecting such sources.

### **SCIENCE, TECHNOLOGY AND ENERGY, Room 304, LOB**

- 11:00 a.m. **SB 122-FN**, relative to expenditures from the energy efficiency fund.

WEDNESDAY, APRIL 17, 2019

### **ENVIRONMENT AND AGRICULTURE, Rooms 301-303, LOB**

- 10:00 a.m. **SB 77-FN**, relative to costs of care for animals seized in cruelty cases and prohibiting the future ownership of animals in certain animal cruelty cases.



*(House Calendar— Continued from Page 5)*

**THURSDAY, APRIL 18, 2019**

**JUDICIARY, Room 208, LOB**

1:00 p.m. **SB 36**, creating a cause of action for certain constitutional deprivations of right.

**SENATE CALENDAR**

**WEDNESDAY, APRIL 10, 2019**

**ELECTION LAW AND MUNICIPAL AFFAIRS, Room 102, LOB**

9:15 a.m. **HB 301-FN-L**, relative to funeral and burial or cremation expenses for assisted persons.  
9:30 a.m. **HB 303**, relative to certification of building code compliance inspectors.  
9:45 a.m. **HB 312**, establishing a committee to study tiny houses.  
10:00 a.m. **HB 370**, relative to membership on city and town planning boards.

**EXECUTIVE DEPARTMENTS AND ADMINISTRATION, Room 101, LOB**

9:00 a.m. **HB 110-FN-A**, relative to the cost of fiscal analysis of legislation relating to the retirement system.  
9:15 a.m. **HB 468-FN-L**, relative to the inclusion of attendance stipends as earnable compensation in the retirement system.

**WEDNESDAY, APRIL 17, 2019**

**EXECUTIVE DEPARTMENTS AND ADMINISTRATION, Room 101, LOB**

9:40 a.m. **HB 710-FN**, relative to adoption of state building code and fire code amendments.  
10:00 a.m. **HB 562**, relative to the state building code.  
10:15 a.m. **HB 259**, relative to building code violations.  
10:30 a.m. **HB 343**, relative to application of the state fire code to foster homes.

**WAYS AND MEANS, Room 100, SH**

10:10 a.m. **HB 700**, relative to valuation of utility company assets for local property taxation.

**HOUSE FLOOR ACTION**

Thursday, April 4, 2019

**HB 116-FN**, relative to the job classification of positions in the retirement system. **Passed.**

**HB 407-FN**, clarifying the non taxability of certain telecommunications devices and equipment. **Passed.**

**HB 481-FN-A-LOCAL**, relative to the legalization and regulation of cannabis and making appropriations therefor. **Passed with Amendment.**

**HB 616-FN**, relative to a cost of living adjustment for retirees in the state retirement system. **Passed with Amendment.**

(House Floor Action— Continued from Page 6)

**HB 641-LOCAL**, allowing municipalities to collect an occupancy fee from operators of local room rentals. **Passed. NHMA Policy.**

**HB 729-FN-A**, establishing a citizen’s right-to-know appeals commission and a right-to-know law ombudsman and making an appropriation therefor. **Inexpedient to Legislate.**

### SENATE FLOOR ACTION

There was no Senate floor action for the week.

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2019 NHMA UPCOMING EVENTS FOR MEMBERS	
Apr. 10	2019 Local Officials Workshop (All day), Rochester
Apr. 17	Webinar: Legislative Half-time
Apr. 24	NHMA/NHMLA Workshop: Exactions and Open Space
May 03	Regional Right-to-Know Workshop in Dover
To register for an upcoming event, go to our website: <a href="http://www.nhmunicipal.org">www.nhmunicipal.org</a> and scroll down on the left under CALENDAR OF EVENTS. Click on the green bar <i>View the Full Calendar</i> and go to the workshop or webinar you are interested in. For more information, please call NHMA’s Workshop registration line: (603) 230-3350.	



# TOWN OF EXETER, NEW HAMPSHIRE

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

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

March 27, 2019

Ms. Sheila Mullen  
4 Cross Road  
Exeter, New Hampshire 03833

Re: NH Right to Know Law R.S.A. 91-A Request  
Public Records for Proposed Communications Facility and Associated Improvements  
Kingston Road, Exeter N.H. (Town of Exeter landfill property)  
Tax Map Parcel #100-004

Dear Ms. Mullen:

I am writing to acknowledge the receipt of your above-captioned request, dated March 22, 2019 and received in our office on March 26, 2019. The public records and applications submitted by Varsity Wireless Investors, LLC for review by the Zoning Board of Adjustment and Planning Board are available for public inspection in our office, Monday through Friday, from 8:00 A.M. to 4:00 P.M.

Copies of these records can be made available for a fee, but will most likely be more than the \$15.00 as noted in your request, given the quantity of paperwork submitted. Your request for such fee to be waived would have to be addressed by a Department Manager and/or Town Manager. The records are available in electronic PDF format and can be made available to you without delay if you choose to provide our office with an e-mail contact.

Please contact the Planning and Building Department office at your earliest convenience to let us know how you would like to proceed with your request. I can be reached at (603) 773-6112 or by e-mail at [bmcevoy@exeternh.gov](mailto:bmcevoy@exeternh.gov).

Sincerely,

Barbara S. McEvoy  
Deputy Code Enforcement Officer  
Planning & Building Department

cc: Laura Davies, Chair, Zoning Board of Adjustment  
Langdon Plumer, Chair, Planning Board  
✓ Exeter Select Board  
Douglas Eastman, Building Inspector/Code Enforcement Officer  
Dave Sharples, Town Planner

:bsm

**RECEIVED**

**MAR 26 2019**

**EXETER PLANNING OFFICE**

Sheila Mullen  
4 Cross Road  
Exeter, NH 03833

March 22, 2019

Laura Davies  
Chairwoman  
Exeter Zoning Board of Adjustment  
10 Front Street  
Exeter, NH 03833

Dear Ms Davies:

Under the New Hampshire Right to Know Law R.S.A. Ch 91-A et seq., I am requesting an opportunity to inspect or obtain copies of any and all public records related to the construction and operations of a proposed communications facility and associated improvements located at Kingston Road Tax Map Parcel #100-004.

If there are any fees for searching or copying these records, please inform me if the cost will exceed \$15.00. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public interest.

The New Hampshire Right to Know Law requires a response time of five business days. If access to the records I am requesting will take longer than this amount of time, please contact me with information about when I might expect copies or the ability to inspect the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

In addition, I am requesting that any permitting related to the proposed facility stated above, be delayed until I am able to obtain and review this information.

Because of the letters of notification received by my neighborhood, there was confusion about the dates of the meetings regarding the application noted above. This led to poor attendance at the March 19, 2019 meeting of the board. I also am concerned that a variance had already been authorized for a nonconforming use of this property that is zoned for single family residential use.

Thank you for considering my requests and concerns.

Sincerely,



Sheila Mullen

cc: Planning Board, Exeter, NH ✓  
Exeter Select Board, Exeter, NH