

**Select Board Meeting**  
**Monday, August 26<sup>th</sup> 2019, 6:40 p.m.**  
**Nowak Room, Town Office Building**  
**10 Front Street, Exeter NH**

**NOTE: The regular business meeting of the Board will begin at 7 p.m..**

1. Call Meeting to Order
2. Public Comment
3. Proclamations/Recognitions
  - a. Proclamations/Recognitions
4. Approval of Minutes
  - a. Regular Meeting: August 12<sup>th</sup>, 2019
  - b. Special Meeting: August 19<sup>th</sup>, 2019
5. Appointments
6. Discussion/Action Items
  - a. Lincoln Street Project Updates and Parking
  - b. HB495 Seacoast Drinking Water Commission
  - c. Public Hearing: Map 65, Lot 147 Property Sale
  - d. Exeter Hospital Merger Letter
7. Regular Business
  - a. Tax Abatements, Veterans Credits & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Select Board Committee Reports
  - e. Correspondence
8. Review Board Calendar
9. Non-Public Session
10. Adjournment

Kathy Corson, Chair  
Select Board

Posted: 8/23/19 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

**Minutes**

Select Board Meeting  
Monday August 12, 2019  
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. Corson at 6:30 PM.

2. Joint meeting with Swasey Parkway Trustees

Chair Dwane Staples opened the Swasey Trustee board meeting at 6:30 PM; Florence Ruffner and Mark Damsell were also in attendance.

Melissa Roy discussed the proposed minor changes to the Parkway Use policy. She suggested changing the category “noncommercial” to “nonprofit” and “commercial” to “for-profit” to keep in line with other town policies. For the tiers, the smallest event was up to 20 people attending, but she suggested a threshold of 50 people, which will be more inclusive of lower-number events. There was a line item “Community Event” with fees TBD that they would like to remove, as all current uses fit into other categories. Ms. Corson invited the Trustees to give their feedback on the updated policy.

Mr. Staples suggested they should be monitoring events for noise issues. Ms. Corson asked about existing noise ordinance. Mr. Dean said that Town Ordinance 701.1 addresses noise, and is enforced by the Police Department. Anyone with a complaint could call them. He added that his office has not received any noise complaints.

Mr. Staples asked if the sign policy on Swasey Parkway should be the same as the sign permitting policy for the town. Ms. Gilman said she thought no signs were allowed on the Parkway. Ms. Ruffner responded that people often put event signs in front of the Parkway a week or so in advance, but that’s not an official policy. Ms. Corson said she didn’t want to address that issue tonight. Mr. Dean said that signs and displays are covered by Town Ordinance 502.2a. A few years back, the Board had a lengthy discussion about these signs, and businesses wishing to put out a sign must apply to the Building Inspector, but this was not necessarily applicable to an event. Ms. Corson said that these questions should be addressed to Doug Eastman.

Mr. Staples said he’d like to add to the use policy that there is no use of metal detectors on the Parkway. Ms. Ruffner wanted to expand that proposed rule to no digging holes of any kind.

Ms. Corson asked if the Trustees were comfortable with the proposed changes to the rules for use of Swasey Parkway, and Mr. Staples said yes.

Mr. Damsell commented that the park is an asset to the town, and he wants to see that they’re treating every applicant fairly and consistently, and charging everyone. Ms. Ruffner agreed that everyone should pay, saying the money should go into the Parkway Fund for maintenance, then there’s no problem.

Ms. Roy discussed the facility reservation report, which shows groups who rented Swasey in 2019 and one rental for 2020. The fees were \$1,950 this year, with \$300 outstanding. She mentioned that some of the groups were not charged, and did not pay.

Ms. Surman suggested that "Community Event" should still be a separate category, perhaps defined as a Town-sponsored event. Ms. Corson said that this is just the Town using its own facilities. Ms. Roy asked if she should add a line item that Town-sponsored events are free. Ms. Corson said that would require them to define a Town-sponsored event. Mr. Dean said that the Property Use Policy discusses this in section 5.1-3, which addresses municipal functions including Town-sponsored events.

Mr. Dean explained why some groups were not charged: when the Select Board voted to manage the Swasey Parkway permits, the Town Offices were involved, and they were trying to be consistent with whether an entity had not been charged in the past. This was because "Community event: TBD fee" had a lack of clarity. This is why they're trying to square up the fee schedule now.

Ms. Corson said that the Board doesn't have time tonight to go back and look at fees, but could put it on a future agenda. Ms. Surman insisted that they need to go back and rectify the fees. Ms. Cowan disagreed, saying that when they adopted the new fee schedule, they decided not to go back and retroactively charge. Mr. Papakonstantis said that it's not fair to go back and charge a fee if the applicant weren't told of a fee during the application process. Moving forward, the policy is a fair and consistent way to enforce payment. Ms. Surman said that she doesn't want to go back and charge, she wants to refund those who paid.

Ms. Gilman asked how they define nonprofit, is it always a 501c3? That could exclude someone who wants to put something together for the community but is not Town-sponsored. Mr. Dean said that if someone wants to use a public space to do something, they can. If it rises to the level of an organized event with a public health and safety impact, they need to apply for a permit.

Ms. Gilman said that the rules say the Parkway is open only from dawn to dusk, but there are after-dusk events there. Are the open hours for automobiles only? Ms. Corson said that was a discussion for another time. She opened the discussion to the public.

April Gallant of 9 Comings Court suggested they could say "non-income generating" instead of "nonprofit." Ms. Corson pointed out that a nonprofit could have a fundraiser and be an income-generating event. Mr. Dean said that if you split it too finely you run into issues.

Paul Royal of 3 Pumpkin Circle said that he had read the noise ordinance carefully and doesn't think the town has any noise ordinance that could be enforced between 7 am and 11 PM. Ms. Corson suggested that if there are concerns about noise, they should add to the noise ordinance, rather than the use policies.

Ms. Corson summarized the changes by saying a small event will be up to 50 people, they are subtracting the "community event," and they will change "noncommercial" to "nonprofit." If they run into further issues they can come back and talk. She added that there would be a public hearing on the issue later in the meeting but she felt that the Board and the Trustees were mostly on the same page.

**MOTION:** Mr. Staples moved that the Swasey parkway meeting be adjourned. Mr. Damsell seconded. All Trustees were in favor and their meeting adjourned at 7:16 PM.



3. Board Interviews

- a. There were no interviews at this meeting.

4. Proclamations/Recognitions

Lieutenant Steve Bolduc discussed the National Night Out event. The Police Department thought it was fantastic, and it had a bigger turnout than expected. They plan to do it again.

Lieutenant Bolduc then talked about "See Something, Say Something." The Federal Government has designated September 25th a national awareness day for this campaign. Law enforcement relies on the community. This effort is geared toward terrorism, foreign and domestic. If you see something, call 911 or (603) 772-1212, and the police will investigate and determine if there is a problem. Please be prepared to tell them who, what, when, where, and why is it suspicious. For more info, Google "see something say something" to find the Department of Homeland Security website. He asked that residents educate themselves and those around them.

5. Public Comment

- a. There was no public comment at this meeting.

6. Approval of Minutes

- a. Regular Meeting: July 29th, 2019

**MOTION:** Ms. Cowan moved to approve the minutes of July 29, 2019 as submitted. Mr. Papakonstantis seconded. All were in favor.

7. Appointments

- a. There were no appointments at this meeting.

8. Discussion/Action Items

- a. Public Hearing - Facility and Swasey Parkway Fees

**MOTION:** Mr. Papakonstantis moved to opening the public hearing for the facility and Swasey Parkway Fees. Ms. Cowan seconded. All were in favor.

Mr. Dean discussed proposed changes to the facility policies. He said that Parks and Rec had come up with a good way of delineating a political event. One change to the policy is raising the Senior Center building fee from \$10 to \$20. A road race permit would be \$25 plus police detail for an Exeter resident nonprofit group, and \$50 for a non-Exeter nonprofit and for Exeter and non-Exeter for-profit groups. Ms. Gilman asked when a road race would require a police detail. Ms. Roy said the police determine that. The event is not approved until the police sign off.

Ms. Corson asked if the Board had reviewed the political event policy. Ms. Gilman thought it was a good start, and Mr. Papakonstantis said it was consistent with previous discussions. Ms. Cowan and Ms. Surman also accepted the proposal.

Ms. Corson opened the discussion to the public, but there was no comment.

**MOTION:** Ms. Gilman moved to close the public hearing on facility and Swasey Parkway fees. Mr. Papakonstantis seconded. All were in favor.

**MOTION:** Ms. Cowan moved to accept the changes to the following policies: Property Use Policy; Fee Scheduling for Facility, Rules for Renters of Town Hall, Rules for Use of Swasey Parkway, and adopting the Rules for Applying for Town Permits. Mr. Papakonstantis seconded. Ms. Surman voted nay, and the motion passed 4-1-0.

**MOTION:** Ms. Gilman moved to reconsider the previous motion. Mr. Papakonstantis seconded. Ms. Gilman said that the public hearing was just for fees, not for the whole policy. All were in favor.

**MOTION:** Ms. Gilman moved to accept the Facility and Swasey Parkway fees as amended. Ms. Cowan seconded. Ms. Surman voted nay and the motion passed 4-1-0.

b. Parks/Recreation - Property Use Policy Updates/Additions

Ms. Corson described the following changes to the policy for use of a town facility or park. No weapons are allowed. Police or Fire may require a detail if there will be 250+ attendees, if traffic is to be disturbed or diverted, or if there is alcohol service. The event organizer will pay for the detail staff. They may also deny permits if events are to draw more than max occupancy or be so large as to impede vehicle traffic. There are also some changes to the application process: the organizer has 30 days after approval to pay the fee, and the policy defines a resident vs a non-resident organization. It also limits the use of rehearsal space to no more than two weeks before the performance. Alcohol use must be approved by the Select Board. Ms. Roy said they also added the concept of allowing resident organizations 30 days for permitting before the applications are open to non-residents.

Ms. Corson said that in the rules for use of Exeter Town Hall, they clarified that the Parks and Rec office is going to permit. The maximum number of people in Town Hall is 443. No weapons are allowed, including knives or swords. No tape can be used on painted surfaces. The Police and Fire review the applications.

Ms. Gilman asked to see the four pre-approved layouts for political events, but Ms. Roy said they're not ready. Ms. Corson said she's ok with not seeing them, since Police and Fire are the experts in safety. Mr. Papakonstantis and Ms. Cowan agreed that they did not need to review them, but Ms. Surman said she would like to see them also. Ms. Corson said her concern with waiting is that they could be getting into the time period where political events will be scheduled, and she wants to make sure the language Police and Fire want is in the policy first. Ms. Gilman said she didn't think any campaign would turn down Town Hall because of the layouts, so she was ok with not seeing them.

Ms. Corson raised the issue of booking Town Hall for a political event with a minimum of 30 days' notice, saying she doesn't want the timeline to prevent anyone from holding an event. Ms. Roy said 30 days' notice may not be realistic. They want as much notice as possible, but must have a minimum of five days' notice. Ms. Cowan said that five business days' notice sometimes will work, and she would be fine with letting campaigns go elsewhere if they can't make it work in five days. She suggested they leave it as "the Town asks for 30 days' notice," but allow for some wiggle room. Ms. Roy said Police and Fire will work with people, it's just tough to work with a last minute large-scale event.

Paul Royal of 3 Pumpkin Circle said that Exeter has a tradition of having politicians in town, and suggested adding “exceptions will be considered.” Also, given the amount of potential damage that could arise when using Town facilities, should they require a larger deposit?

Mr. Dean said that if there were an event that made them think they would need something extra, Parks and Rec could bring it back to the Select Board. To date, they haven’t had an event that has seemed like a problem. Cleaning deposits are mostly returned.

Ms. Corson liked “exceptions will be considered,” and wanted that added to the language.

**MOTION:** Ms. Cowan moved to approve the amendments to the Rules for Use of the Exeter Town Hall discussed on August 12th with the amendments noted in the discussion. Mr. Papakonstantis seconded. All were in favor.

Ms. Corson then moved to the Policy Governing the Use of Town Property. Mr. Dean said there were small tweaks that reflect Parks and Rec doing the permitting.

Ms. Gilman said there are areas where they’re changing “The Select Board” to “Parks and Rec.” In 6.3, it says “No signage is allowed on town property with the exception of properly permitted signage,” and she asked Mr. Bisson if this included sponsors with signs on park fences. Mr. Bisson said no, they are not covered. When they did the sponsorship policy, they added the signs. Ms. Corson and Ms. Gilman supported changing the line about where specific requirements are found to “sign regulations, the Parks and Rec sponsorship policy, and Select Board sign policy.”

Ms. Corson opened the discussion to the public.

Dwane Staples of 33 Ashbrook Road pointed out that in Section 8.1, it says “See Section 8.3” re Swasey Parkway, but it should say section 8.4.

**MOTION:** Ms. Gilman moved to approve the Policy Governing the Use of Town Property with the amendments presented August 12, 2019. Mr. Papakonstantis seconded. Ms. Corson said they’re not approving the policy. Ms. Gilman rescinded her motion and Mr. Papakonstantis rescinded his second.

**MOTION:** Ms. Gilman moved to approve the amendments to the Policy Governing the Use of Town Property with amendments issued August 12 2019. Mr. Papakonstantis seconded. All were in favor.

Ms. Corson said that they didn’t vote on the Policy for Use of a Town Facility or Park. Mr. Dean added that this is a new policy.

**MOTION:** Mr. Papakonstantis moved to adopt the Policy for Use of a Town Facility or Park as discussed at the August 12th Select Board meeting. Ms. Surman seconded. All were in favor.

c. Parks/Recreation - Kids Park Renovation - Parks Improvement Fund/Recreation Impact Fee Use Request

Greg Bisson discussed the Kids Park renovation proposal. At the Rec Advisory Board, they liked GFRC (Glass Fiber Reinforced Concrete), a product that would be durable for 40-50

years. People want natural playgrounds but they have high maintenance costs; with this product, maintenance is minimal.

They received four quotes. New England Playgroup's proposal was \$47,400 and used some GFRC. Multiplayer's design was very modern, with only a single tree, and didn't meet the natural playground motif. Gametime's proposal was way over our budget at \$125,967.55. Themed Concepts was the Rec Advisory Board's preferred proposal.

He said that the playground was designed for 2 - 5 year olds, but now it will become a 2 - 12 year old playground. The current flow of the playground is dangerous, so they'll be redesigning it and moving the swings. They're losing a small oak tree; it would be \$350 to transplant but there's no guarantee the tree will survive, and they could plant a new one for \$100. There will be a climbing structure which is ADA accessible, as well as climbers and steppers in an adventure course. In the future, they could add more elements, such as a spray pad or gaga pit.

They will be soliciting donations from the public. They've already had a \$3,272 pledge from a resident who wanted to donate a swing in memory of her child who died at birth. Ms. Cowan thanked the resident for her contribution to the community. Ms. Surman said she's excited about redoing this park, as it gets a lot of use and needs an upgrade. Ms. Cowan said there was lots of thoughtful discussion on this issue at the Rec Park Advisory Committee. She had spent a lot of hours at this park with her own children.

Ms. Gilman asked Mr. Bisson if they would consider the structures looking like New Hampshire granite and pine. Mr. Bisson said they can tell Themed Concepts what they want..

**MOTION:** Mr. Papakonstantis moved to allow Parks and Rec to expend up to \$50,000 from the Parks and Rec Improvement Fund and up to \$82,400 from Rec Impact Fees for the renovation of Kids Park. Ms. Cowan seconded. All were in favor.

d. Parks/Recreation - Proposal for Memorial Bench Program

Mr. Bisson said they would like to adopt a new memorial bench policy with one style of bench which can withstand New England weather and match everything. They don't have to be stained every year or brought in in the winter. The cost to the donor is \$3,000 for a bench plus \$350 to install. There is a plaque with up to 250 engraved characters. The donor can pick from three locations.

Ms. Gilman asked if they have a plan for how many benches or where to put them, and Mr. Bisson said he would approach Mr. Sharples for his opinion. Ms. Gilman asked about existing memorial benches that need to be replaced. Mr. Bisson said he will reach out to families who have already sponsored a bench, but the cost was originally \$250. They do have a contingency fund to replace them. Ms. Gilman thanked Parks and Rec for making long-term investments from a sustainability perspective. Ms. Corson said she would like Mr. Bisson to present the benches at the next Swasey Parkway trustees meeting, because they should standardize them throughout the town.

Paul Royal said he understands wanting to keep them the same, but \$3000 is a lot for a bench. HDPE would cost about \$1,000 and is also maintenance-free. Mr. Bisson said they're trying to stay consistent with the style, but would consider HDPE benches for more remote areas. He added that the bench actually costs \$1,200, but the price includes perpetual care.

Ms. Corson suggested they table the discussion while Mr. Bisson looks at other options.

e. Housing Community Survey Review

Dave Sharples, the Town Planner, presented the Housing Community Survey results. The study areas they focused on were the C1 district of Portsmouth Ave, WC/downtown, and the Lincoln Street commercial area. There were ten multiple choice or open-answer questions: 1) How many homes are in Exeter? 46% said 6,500, which is correct. 2) What percentage of housing in Exeter is single family? The correct answer is just over 40%, and 90% of respondents answered incorrectly by overestimating the percentage. He added that Exeter has a diverse and balanced housing stock. 3) Between 2008 and 2018, total school enrollment for SAU 16 did what? The correct answer is decreased by 8%. Most people (¾) believed that enrollment had increased. He added that if you isolate Exeter's numbers, there was still a decrease of 1%. 4) How much of income should be used to cover housing costs? Most people (¾) said the correct answer, 30%. That's the percentage used to calculate "affordability." 5) What is the fastest-growing age group in Exeter? The correct answer is 65-74 years, and the largest number of respondents answered correctly or close. 6) How difficult is it for different groups to find a place to live in Exeter? Respondents felt all groups had a moderate or high level of difficulty. 7) This question was images of different housing types (multiplex, bungalow, duplex, quadplex, townhouse, cottages, multifamily) and asked which would be appropriate for the study areas. Most housing images were favorably received, but multifamily was divisive. 8) Was the Master Plan right to highlight these study areas? 60% said yes, and 23% not sure, so he feels they're still on track. 9) How much growth can be accommodated by different areas? The most popular answer was modest growth. 1/3 of respondents said Lincoln Street and Portsmouth Ave could accommodate significant growth, but only 14% said that about downtown, although there's some potential along the river side. 10) What concerns respondents about providing more types of housing? 42% said no concerns, the rest responded with different concerns.

They drafted a memorandum with Horsley Witten and went to Planning Board with preliminary recommendations, such as looking at the design and form of development and revisiting Form-based Code. There will be another public forum in September. They'll go back to the Planning Board with something concrete like zoning amendments, and there will be a public hearing, possibly with something for the voters in 2020. Their goal is to provide incentives to development to do affordable housing.

Mr. Dean thanked Mr. Sharples for working on this proactively.

9. Regular Business

a. Tax, Water/Sewer Abatements and Exemptions

Mr. Dean said they had the final numbers from the Assessor's office, and Exeter added \$600 million in value, \$456 million in taxable property. There were 375 hearings, and 675 properties had their assessments adjusted. The net taxable value is now \$1,750,440,401 and has increased to \$2,170,183,791, an increase of \$419 million or 23.98%. TIF retained value is at \$43,426,115.

b. Permits & Approvals

Mr. Dean said that the Board must read and sign the lessee resolution regarding the lease purchase for the ambulance.

Mr. Papakonstantis read the resolution:

*August 1st 2019*

*Lessee Resolution*

*Re: Master Lease Purchase Agreement dated as of October 1st, 2011, between Tax-Exempt Leasing Corp. (lessor) and Town of Exeter (Lessee) and Schedule No. 11 thereto dated as of August 1, 2019.*

*At a duly called meeting of the Governing Body of the Lessee (as defined in the agreement) held on August 12, 2019, the following resolution was introduced and adopted:*

*Be it resolved by the Governing Body of Lessee as follows:*

*1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 11 dated as of August 1, 2019 to the Master Lease Purchase Agreement dated as of October 1, 2011, between the Town of Exeter (Lessee) and Tax-Exempt Leasing Corp. (Lessor).*

*2. Approval and Authorization. The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. [Russell Dean, Town Manager]. In addition to the Authorized Individual(s) above, the Governing Body of Lessee further authorizes the following individual to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate. [Russell Dean, Town Manager]*

*3. Adoption of Resolution. The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of the Resolution.*

*Description of equipment*

*Re: Master Lease Purchase Agreement dated as of October 1, 2011 between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and schedule No. 11 thereto dated as of August 1, 2019.*

*Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:*

*Quantity: 1; Type, Make, Model: 2019 PL Custom Emergency Vehicle on a Ford E-450 Chassis with Equipment.*

*Equipment Location: Address 20 Court Street City Exeter State New Hampshire County Rockingham*

*Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN") or Serial Number in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.*

**MOTION:** Ms. Surman moved the resolution as read. Mr. Papakonstantis seconded. All were in favor.

c. Police and Fire Facility Staffing Analysis.

Mr. Dean said they received proposals from MRI and the Center for Public Safety Management. MRI was less money but the review team felt it wasn't as complete as the CPSM proposal. Both the Fire and Police Chiefs felt CPSM was superior in their approach and the final product. CPSM has done this work nationwide and has extensive client references.

It will take 105 - 135 days for the study. The quote was for \$82,500, but was discounted for an ICMA member to \$74,250. To bridge the gap between \$50,000 approved and the \$74,250, plus \$6,000 in travel, they are seeking funds from the EMS fund which has an anticipated balance of \$216,000. This fund is directly related to the project. If there are savings in overtime in Police and Fire, that could also be a funding source.

Ms. Gilman and Mr. Papakonstantis were excited to move forward. Ms. Cowan was uncomfortable going over budget where this study was already difficult to pass, but felt they need to do due diligence and take in the perspective of experts. Ms. Surman said she was concerned about the money but liked Mr. Dean's idea about funding sources.

**MOTION:** Mr. Papakonstantis moved that \$50,000 as per the warrant article, in addition to up to \$30,250, be approved for the Public Safety and Staffing Analysis, to be awarded to Center for Public Safety Management (CPSM). Ms. Gilman seconded. All were in favor.

d. Town Manager's Report

- i. The Police swearing-in last Monday went well. There were three promoted officers: Sergeant Bolduc, Deputy Chief Munck, and Sergeant Hanna.
- ii. The CIP meeting went well, and the next hearing is in early September.
- iii. Work is continuing on Lincoln Street. August 15 is the tentative completion date, with final paving this week.
- iv. A new brewery, Saw Belly Brewing, is coming soon to Epping Road.
- v. He's working with IT on the renewal of the Cable TV contract and franchise agreement.
- vi. They're another month away from a traffic light at Epping and Continental.

e. Select Board Committee Reports

- i. Ms. Gilman had a Library Committee meeting, where they discussed the schedule for renovation/addition, how phasing is going to work, and material choices. The Heritage Commission had a demolition review subcommittee meeting regarding 110 High Street. The review committee felt it was a contributing historic resource, and there will be a public hearing on the decision on August 21st at 1PM. They can't prevent the demolition, but voices can be heard. There is a Conservation Commission meeting tomorrow, they do a lot of work on different issues. September 18th and 19th are State House Days, where they'll consider legislation vetoed by the governor.

- ii. Mr. Papakonstantis attended the Planning Board last Thursday, where CIPs were presented by the department heads. The Sustainability Committee had its inaugural meeting, mostly just reviewing RSA 91A and procedures. Many committee members are new to serving on a committee. There's energy and excitement, now they need to get into a groove. Next meeting is this Wednesday.
  - iii. Ms. Cowan attended a Town Hall meeting with Senator John Morgan, where they talked about what will happen with the State government and local government and budgeting.
  - iv. Ms. Surman attended National Night Out, and thought that Bruce Page and the Police Department did a nice job organizing the event. She also attended the commissioning of Fire Engine 4 today.
  - v. Ms. Corson also attended the commissioning, and was impressed by the new engine's technology.
- f. Correspondence
- i. Questions regarding the Coastal Resiliency Grant application; Mr. Papakonstantis will bring them to the next Sustainability meeting for answers and bring them back to the Select Board to respond, as the Board is the primary applicant.
  - ii. An updated letter of deficiency from DES regarding Pickpocket Dam.
  - iii. An event presented by the Rockingham County Department of Corrections, "Addiction: Disease or Choice?"
  - iv. Mr. Dean discussed two public health issues. A Kingston resident contracted Jamestown Canyon virus and Powassan virus. No batch of mosquitoes of Exeter has tested positive but they suggest preventive measures. He also said that an Exeter patient tested positive for C diff, and may have contracted it from springwater in town, but he's not sure which spring. Ms. Corson added that the Town does not own or test the Jailhouse Spring.

#### 10. Review Board Calendar

There is a special meeting with Tom Donovan next Monday at 6 PM to talk about the merger between EHS and Mass General. The next regular meeting is August 26th.

#### 11. Non-Public Session

**MOTION:** Ms. Cowan moved to go into nonpublic pursuant to 91A 3 2 D, the acquisition sale or lease of public property. Ms. Surman seconded. By a roll call vote, all were in favor.

#### 12. Adjournment

Selectwoman Gilman moved to adjourn. Selectwoman Surman seconded. The motion carried unanimously and the board stood adjourned at 9:57 p.m...



Respectfully Submitted,

Joanna Bartell  
Recording Secretary

Select Board Special Meeting  
Monday August 19th, 2019  
Town Offices, Nowak Room  
Draft Minutes

1. 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 6 PM.

2. Exeter Hospital Proposed Merger - Tom Donovan, Charitable Trust Division, Attorney General's Office

Ms. Corson said there will be a public meeting on this issue at Town Hall on September 9th, 4-6 PM, where the public can speak to representatives of Exeter Hospital and Mr. Donovan.

Tom Donovan, the Director of Charitable Trusts in the New Hampshire Attorney General's office, spoke about the proposed merger. An agreement has been signed by Exeter Hospital, Wentworth Douglass in Dover, and Mass General in Boston. He reviews such proposals; by law, he must look at whether the Exeter Hospital Board of Directors has done their due diligence, looked at the best interests of the hospital, reviewed alternatives to the proposed merger, and is doing what's in the community's best interest.

There is a 120 day review period after the merger submittal to the Attorney General's office. During this period, they review the paperwork that Exeter Hospital filed, which is also posted on the website. Mr. Donovan conducted interviews of health care leaders on the Seacoast and reviewed the proposal looking at the "Triple Aim" of access, quality, and cost of care.

Mr. Donovan said that the public meeting on September 9th at Town Hall is part of the fact-gathering process. Management from Exeter Hospital, Mass General, and Wentworth Douglass will be there, along with a panel of experts who can give commentary on the state of health care and the issues, and who may ask pointed questions of the hospital. There will also be time for questions from the audience at this meeting. He's also accepting written comments at [tom.donovan@doj.nh.gov](mailto:tom.donovan@doj.nh.gov) or on the Attorney General's website under "Charitable Trusts." His report is due Sept 23rd. He can't comment on the direction of his report, since the proposal is still under review.

Mr. Donovan discussed the proposed structure of the transaction. Wentworth Douglass Hospital is part of the Mass General family now, and he reviewed that transaction in 2016. They still have their own Board of Directors. Here, a new entity would be formed in New Hampshire which would become the parent of both Wentworth Douglass and Exeter Hospital. The Boards of Directors of Wentworth Douglass and Exeter Hospital would be the same people. He added that all endowment money from Exeter Hospital would stay with Exeter Hospital.

Ms. Surman asked what level of influence or input the Select Board has on this process. Mr. Donovan responded that anyone can give comments on the proposal and he will consider them. What members of the community feel is important. Ms. Surman asked if the endowment is detailed in the paperwork on the website. Mr. Donovan said not in great detail, but he's asked questions of the hospital and the responses are online. He's continuing to follow up.

Mr. Papakonstantis asked if the purchasing agent is Mass General or Harvard Healthcare. Mr. Donovan said that he asked that question of the Wentworth Douglass transaction. In Massachusetts, Mass General is under Brigham and Women's, which is under Partners HealthCare. The hospitals are structuring their transactions so the new entities are subsidiaries of Mass General or Brigham and Women's. There are two exceptions which are direct subsidiaries of Partners, but that's not their general practice.

Mr. Papakonstantis asked if the Exeter Hospital endowment could be used to switch Exeter Hospital over to Mass General's expensive billing system. Mr. Donovan responded that part of the plan is for Exeter Hospital to transition to the EPIC electronic health records system. He clarified that there is a difference between a "donor restricted endowment"/ "true endowment," which they could not use for such a project, as opposed to a "board restricted endowment," which is a surplus the hospital has earned and is available to the hospital to spend. The plan is to reserve some of that board restricted endowment money for the EPIC system, while the donor restricted endowment would continue to support the hospital.

Mr. Donovan said that hospitals are required to have community benefits, such as providing extra support to community health centers. He'll be looking at the current level of support Exeter Hospital provides to those organizations. Ms. Corson asked if continued support would be written down as part of the agreement, and Mr. Donovan said they have added similar stipulations in the past.

Ms. Gilman asked about the hospital board structure. Mr. Donovan said that both boards would be subsidiaries of this New Hampshire hospital parent. Ms. Corson asked if there's a requirement that there are people from both communities on the board. Mr. Donovan thought that board representation is divided between Strafford County and Rockingham County. Ms. Surman asked if it would be the same people on the boards, and Mr. Donovan said they would be "mirror boards," and the same people would do business as the Exeter Hospital board and the Wentworth Douglass board.

Mr. Papakonstantis asked if Mr. Donovan anticipated that the cost of Exeter Hospital will increase with the merger. Mr. Donovan said he doesn't know. He mentioned that there is an independent review also being done by the Antitrust Bureau of the Attorney General's office, and cost is one of the things they look at.

Ms. Surman said her overall concern is that the merger will serve the community. Bigger isn't necessarily better, and EPIC is expensive. Mr. Donovan said that he thought the hospital would respond that every hospital now needs to have a robust electronic health records system, it's the cost of doing business.

Ms. Gilman asked if one hospital wants to do something with their property, must the combined boards approve that transaction? Mr. Donovan said he believes so.

Ms. Corson opened the discussion to the public.

Anthony Zwann of 7 Marlboro Street asked whether there is a public input process for the Antitrust Division review. Mr. Donovan said no, that process is confidential. Mr. Zwann asked about the deadline for public comment. Mr. Donovan said that this week is the unofficial deadline, but he will continue to take comments. Mr. Zwann asked about the public meeting on Sept 9; who determines who is an expert for the purposes of this meeting? Mr. Donovan said he's engaged the Endowment for Health, a statewide trust foundation that makes grants in the healthcare area, to determine the panelists. Community health centers have already weighed in.

Mr. Zwann said the review looks at whether the Board of Directors has done their due diligence. The Board members are interested in the success of Exeter Hospital as an institution, but how are they responsive to the needs of the community? Mr. Donovan said he looked for whether they're thinking about the hospital's future and have hired experts in this field to advise them. In this transaction he's received that information, but some of it is not public because of competitive intelligence. Mr. Zwann asked if a joint board is necessary, and Mr. Donovan said he's asked questions of the proposal, such as why they want to do it this way, and had discussions. Mr. Zwann said he'd like to see a condition that a joint board would include an Exeter resident. Mr. Donovan said that he's writing down that comment.

Mr. Zwann asked how to have their concerns be part of the agreement. Mr. Donovan said that it's a question of public comment. Any terms that get added are in the written report, and if the hospital wants to go forward the conditions would be enforced. Mr. Zwann asked if he would take public comment after the written report is submitted. Mr. Donovan said people can always comment, but the report is final. Any challenges to the report would be before a judge. Mr. Zwann asked if Mr. Donovan's report could be considered the conditions for a merger. Mr. Donovan said his report plus the Antitrust Division's and any lawsuit. Ms. Gilman asked if the conditions would be in the bylaws. Mr. Donovan said either in the bylaws or written down.

Mr. Zwann asked if a merger fails, whether there are contingencies written into the agreement, and what happens to the hospital's current assets if it doesn't work out. Mr. Donovan said there are terms in the acquisition agreement. One contingency is if Mass General goes for-profit, Exeter Hospital can exit. There are also other dispute resolution terms.

Dr. Bob Bear of Rye indicated that he wished to speak. The Board agreed that he could speak [there was no motion].

Dr. Bayer said that years ago when Cheshire Medical Center merged with Dartmouth, their endowment was held in a separate fund, not able to be accessed by Dartmouth. Mr. Donovan said he wasn't at the Attorney General's office for that, but that there can be differences in the mechanics. The end result is that the endowment for Cheshire can only be used for Cheshire. Mr. Bayer said that Dartmouth also has the EPIC system, and they wanted to use endowment funds to pay for the transition for Cheshire, but the endowment fund refused. Dartmouth loaned money to Cheshire instead, and they're still paying it off. Mr. Donovan said this was likely a question of whether a board restricted endowment could be used.

Dr. Bayer said that if Mass General became a for-profit and Exeter Hospital were disengaged, they would have an enormous MGH at Wentworth Douglass, but little assets left to move Exeter Hospital forward. Regarding the cost of health care, there was an article in the New York Times about eight months ago studying mergers like this across the country, and typically when a large nonprofit takes control of a small hospital, prices go up. Partners HealthCare will say there are economies of scale which should reduce the cost of care, but the savings is to the hospital, not the consumer. Dr. Bayer asked whether the endowment is strictly for benefiting Partners or for benefiting the community. Given that the original mission of Exeter Hospital is improving the health of the community, some money should go for the direct benefit of the community. He has heard that \$100 million will be used to renovate the hospital so they can draw patients from Massachusetts for elective surgeries and open up space in Massachusetts for tertiary issues they can bill more for. They'll be using money in New Hampshire to increase the profitability of operations in Massachusetts.

Sally Oxnard of 5 Greenleaf Drive said she used to be the Medical Director at Lamprey Health, one of the community organizations that have benefited from Exeter Hospital's support. She asked what has happened in Dover since they merged. Dr. Bayer said they have improved services in psychiatric and mental health care. The document from the Attorney General's office specified some increase in funding and that has been exceeded. Ms. Oxnard said that Exeter Hospital has provided quality care for the community, and it would be regrettable if their money were no longer used to support the community.

Ms. Gilman asked if a review saying that the transaction is not satisfactory or not good for the community would stop the merger. Mr. Donovan said he can either issue a report that he has no objection, but which may have conditions, or he can object, go to court, and seek an injunction to prevent it from happening. Ms. Surman asked what factors would stop the merger. Mr. Donovan said he looks at what the board is supposed to be considering, as well as the best interest of the hospital and the community it serves. If they haven't met the list of standards he would object.

Ms. Corson suggested that the Select Board write a letter with their concerns, such as there being an Exeter citizen on the hospital board after the merger. She asked them to think about the hospital's money and how important it is in the community. They need to consider whether the town loses control of the hospital's plans. If the hospital wants to demo a house they own, how will the town give input? Ms. Corson said she and Mr. Dean can work on a draft and they can all edit it at the next meeting. She asked the Select Board members to email her any thoughts or concerns, although they can't discuss it over email.

Mr. Papakonstantis thanked Mr. Donovan for presenting, and added that the Select Board must advocate vigilance to make sure that Exeter Hospital, Mass General, and the State of New Hampshire remain accountable to the community and its citizens. Ms. Surman said they should advertise the public meeting, although it's not a town event. Ms. Corson suggested having it scroll on the town website, and also passing it on to the newspaper.

Ms. Gilman asked if there would be a periodic review of whether the plan is being followed. Mr. Donovan said that the hospital may be required every year to provide a satisfactory report.

Mr. Papakonstantis asked if there were any tax implications for a nonprofit to nonprofit transfer. Mr. Dean said he was not aware of any but will double check with the assessors.


### 3. Adjournment

**MOTION:** Ms. Gilman moved to adjourn. Mr. Papakonstantis seconded. All were in favor and the meeting adjourned at 6:59 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

## **Lincoln Street Project Updates and Parking**

**TOWN OF EXETER  
MEMORANDUM**

TO: Select Board  
FROM: Town Manager   
RE: Lincoln Street Project and Parking  
DATE: August 23<sup>rd</sup>, 2019

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The Lincoln Street phase 2 project is substantially complete along with the new parking lot resurfacing and lighting at Lincoln Street School. This agenda item is a follow up to the July 1<sup>st</sup> meeting and conversation around paid parking and other issues on Lincoln Street and the Downeaster train station. Below is an update on each item.

**Paid Parking – Train Station**

After review of this item, the preferable method of instituting paid parking at the train station is the kiosk method. Paid parking would be enforced by the police department, who have indicated a ‘pay by plate’ method of enforcement is preferable, but they could do the ‘ticket system’ that is more common as well. The concept of monthly passes has been discussed. These passes would need to be limited to less than the number of spaces in the lot, so spaces could be set aside (perhaps 15 minute or 30 minute spaces) for short term parking for pick ups and drop offs. It is our assertion that monthly passes in a fixed number and amount would likely sell out quickly to commuter passengers. As far as cost recovery/revenues, it is anticipated a paid parking program at the station could cover current costs such as the train station liability insurance (\$20K plus), platform lease (\$3,350), train station electricity, and supplies, would be covered by the parking program. In addition, as previously stated if revenue streams are sufficient enough, parking revenues could be applied to increase the level of service at the station including landscaping, plowing, and maintenance including smaller capital items.

**Lincoln Street**

The remainder of Lincoln Street is addressed in the Planner’s memo on June 25<sup>th</sup>. The Economic Development Director is working with businesses to ascertain how many employee spaces would be realistically needed for workers that work on Lincoln Street. This will assist us in determining a course of action for businesses. The two hour limit has been stated as a popular option however it may not be viable in all areas, and enforcement presents certain challenges. The Board may also want to explore some shorter term parking near the school, which will now be served by the new “drop off table” at the intersection of Lincoln and Garfield Streets. One or two spots nearby limited to 15 minute parking may be helpful, particularly during school hours. Another option as has been discussed is to set up a similar kiosk based parking program on Lincoln Street along with the train station. Doing this would make enforcement possible, with the preferred method again from the Police Department to be a ‘pay by plate’

system. Like the train station, parking revenues could be used to offset improvements in the Lincoln Street area as needed. A final note would be with school beginning on Monday the 26<sup>th</sup>, the use of the new school parking lot is going to be a change to the area with its expanded amount of spaces. The town and the schools have discussed the potential for some kind of additional use of the Lincoln Street school lot and those conversations continue. After a few weeks of school, it should be evident the amount of use the lot is getting to give us a better idea of what might be available.

A target date of implementation of these ideas once all details are sorted out is likely late winter/early spring of 2020.



<u>Station</u>	<u>Hourly/Daily Rate</u>	<u>Monthly Pass</u>	<u>Comments</u>
Brunswick ME	\$2/24hrs		
Freeport ME	Free		
Portland ME	\$5/day		
Old Orchard Beach ME	Pass issued for free for 72 hrs		The OOB Chamber has the authority to issue parking passes for Downeaster passengers for a period up to 3 nights maximum (72 hours).
Saco ME	Free		
Wells ME	Free		
Dover NH	\$.25/hr		
Durham NH	\$1/hr or \$12/day		
Exeter NH	Free		
Haverill MA	\$4/day		
Woburn MA	\$7/day		
Boston MA	Fees Vary		Lot is state-owned and is a Park-n-Ride

Town  
of  
Exeter



David Sharples <dsharples@exeternh.gov>

## Network Solutions

1 message

bruhrmann <bruhrmann@nsolutions.com>  
Reply-To: bruhrmann <bruhrmann@nsolutions.com>  
To: dsharples@exeternh.gov

Fri, Aug 16, 2019 at 12:17 PM

Hi Dave,

I've attached a quote for you. I did not include the price of the cameras. We currently use EISag cameras. We have developed our own cameras that will be a better price. I will not have that pricing for about 2 weeks. The Cost of the Kiosk will rang between 13-15k, but it is a far better quality meter than the the Cale/Parkeon Kiosk. Please go to [www.NSolutions.com](http://www.NSolutions.com).

Clients using us for enforcement include Martha's Vineyard, Greenwich Parking Authority, and Danbury Police just to name a few.

Please also go to [www.mPay2Park.com](http://www.mPay2Park.com) for our mobile pay by cell application. If you chose this route there would be no cost to the city. The customer pays a convenience fee. The only cost would be for handhelds and the software. If the person doesn't have a smart phone then you would print out an invoice for a little higher amount. They will be informed on as to what app they need to use pay by cell. I love this option. If the train is there they can pay when they get on the train as long as you want them to have that option. Plus, no one has to pull out wallets or purses, and if it's raining, lightning, etc then they pay right from their car. Much safer. We would love the chance to present and answer questions at one of your town meetings.

Clients using our pay by cell app include Winchester, MA, Barnstable, MA, Natick, MA Police Department, Dedham, MA and many more.

Please let me know if you have any questions. Once we meet and get a better idea of what direction in we can provide you with more accurate pricing.


Please let me know if you have any questions, I will check in with you at the end of the month. Your time is much appreciated!!

Best,

Brett

Brett Ruhmann  
National Sales Manager  
NetTech Solutions  
Office: (855)677-7275  
Mobile: (207)703-9161 (Kittery, ME)  
[bruhrmann@nsolutions.com](mailto:bruhrmann@nsolutions.com)  
[www.NSolutions.com](http://www.NSolutions.com)



 Exeter, ME LPR Quote 081619-2.doc  
62K

**PROPOSAL****August 16, 2019**

Brett Ruhmann

**RE: Exeter, NH****License Plate recognition Integration:****LPR System:**

Throughout the LPR scanning session, license plates are divided into three columns. The columns are as follows:

- Valid License Plates – license plates of the cars without any parking violations;
- Expiring Plates – license plates of the cars with expiring parking time;
- Parking Violations – license plates of the cars with parking violations.

**LPR Key Benefits:**

- Outfit an entire fleet for a fraction of the cost of other systems
- Simple to use graphical user software
- Officer is immediately alerted to a plate match
- Configurable to read multiple hotlist that are automatically downloaded
- System configurable to automatically capture photos and start recording on a hit
- Capture thousands of plates per hour with a single vehicle at any angle and direction
- Incredible High Definition 720p cameras for both day and night reading
- Wide variety of camera mounting options

**Proposed Fee Structure:****LPR System**

- LPR hardware and Software, Installation  
Includes technical support for installation.  
\*Application utilizes existing ELSAG Cameras, not supplied.
- Licensing, hosting, support, and maintenance for LPR Enforcement Application to be utilized on handhelds and back office.

One-Time Module & Set-up Fee: \$7,200.00

Hosting and Licensing: \$350.00/ month (For ALPR System)  
(In addition to existing hosting fees for Permit System)

**Notes:**

- Sale Tax is not included. Customer to provide Sales Tax Exemption Certificate if applicable.
- Shipping and delivery charges reimbursable, where applicable.
- System to be implemented subject to acceptance of quote.

Customer Acceptance: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_ Date

Town  
of  
Exeter



David Sharples <dsharples@exeternh.gov>

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## Exeter MSM

1 message

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Michael Lapidus <mlapidus@wescorparking.com>  
To: David Sharples <dsharples@exeternh.gov>

Mon, Aug 12, 2019 at 8:26 AM

Dave

I apologize as I thought I sent this over to you last week.

First off, I wanted to thank you for taking the time to meet with me and show me around. Attached you will find the original quote for the 1st unit you are looking for at the train station. Based on the size of the lot, you really only need 1 machine (plus you will have several monthlies you said). Customers will also be able to use the FlowBird app to make payment in lieu of using the pay station.

Due to the layout of the lot, I would recommend pay by plate so customers do not have to walk back to their vehicles if you were utilizing Pay and Display. You could always add a second machine if you wanted or at a later date/time if you see fit. Please let me know if you have any questions or would like to discuss further.

Thanks again and I hope to hear from you soon,

Michael Lapidus, Director of Sales NE

Wescor Parking Controls, Inc.

16 Technology Drive

Auburn, MA 01501

Cell: 732.354.2715

Office: 508-832-6305 Ext: 102

Fax: 508-832-6195

mlapidus@wescorparking.com



# WESCOR

Parking Controls, Inc.

**Quote:**  
City of Exeter - Train Station

**Date:**  
8/9/2019  
**Quote Number:**  
MRL0809191

16 Technology Drive  
Auburn, MA 01501  
(T) 508.832.6305 / (Cell) 732.354.2715  
Email: mlapidus@wescorparking.com

**Sold To:**

City of Exeter  
Dave Sharples, Town Planner  
10 Front Street  
Exeter, NH 03833  
[dsharples@exeter.nh.gov](mailto:dsharples@exeter.nh.gov)  
603.773.6112

**Ship To:**

Qty.	Product Description				
<b>Multi-Space Meters</b>					
1	StradaPAL Cashless - Pay By Plate (Accepts credit cards only)				
	<b>Includes:</b>				
	Solar Power Operation with Autonomous Battery				
	High Definition Color Display - 7" Color LCD TFT Monitor with LED Back Lighting				
	Credit/Debit Card Reader				
	Modem and Antenna Kit				
	Thermal Graphic Printer with Self Sharpening Receipt Cutting Blade				
	1 Roll of Paper				
	Personalized Software Including Programming and Testing				
	Instructional Graphics and Personalized Rate Plate				
	Multi-Lingual Button				
	Increment and Max Buttons for Credit Card Payments				
	Credit Card Software and Parkfolio License Fees				
	Capacitive Keyboard with Pay & Display, Pay by Space or Pay by Plate Configuration				
	Standard Color Titanium Grey				
	Limited One Year Warranty				
4	Tickets/Stubs/Blank - Pricing per Roll (Spare Rolls)				
1	Freight				
1	Installation and Training				

<b>Subtotal</b>	\$ 7,258.00
<b>Configuration, Installation, Project Management, System Training and Testing</b>	\$ 1,372.42
<b>Shipping</b>	\$ 254.03
<b>Total Project Investment</b>	\$ 8,884.45

<b>Options</b>			
1	Tickets/Stubs/Blank - Pricing per Roll (ea.)	\$ 57.00	\$ 57.00

**Quotation Valid:** 90 Days

**Payment Terms:** 50% Deposit Due Upon Order, 40% Due Upon Equipment Delivery and 10% Due Upon Installation Completion. All invoices are due Net 30.

**Delivery:** Delivery will be confirmed within one week after receipt of order. Please allow 8-10 weeks after rate/tariff sheet is completed and returned

**Project:**

**Notes:**

1. Site Preparation Not Included in This Quote.
2. Sales Tax if Applicable is Not Included.
3. All products are supplied with a 1 year warranty. This warranty does not include vandalism, misuse or acts of nature.
4. Only components listed above are included in this proposal.
5. All labor proposed in Open Shop Rates.
6. Additional charges will apply for work performed after standard business hours and/or vendor/contractor(s) control or unready work environment will be considered a change with additional charges for labor.
7. All submittals will be in electronic format.
8. Permits if applicable, are not included.
9. Special order items may carry up to a 100% cancellation/restocking fee based upon factory return policies.
10. Installation and supply of parking signs by Others. Wescor can provide options if requested.
11. Handheld Enforcement System if Applicable by Others. Wescor can provide options if requested.
12. License Plate Recognition System if Applicable by Others. Wescor can provide options if requested.
12. This quote assumes concrete pad is available or will be supplied by others.
13. This quote assumes cellular service is available. Wescor is not responsible for poor cellular communications.

**BOS Management Fees:**

**myParkfolio Back-Office Software Management System**

Pay By Space or Pay By Plate

# of Units

Monthly Fees

Monthly Total

1

\$

57.00

\$

57.00

**Includes:**

- 2 way wireless activity
- Wireless airtime fees
- On-line access to hosted secure server
- Processing and storage of all transactions, maintenance, alarms & statistics.
- Database space.
- PCI Level 1 Certified real-time credit card authorization account set-up and management
- Secure user rights management

**Statement of Warranty:**

Wescor Parking Controls, Inc. warrants that these products will be free from any defect in material and workmanship under normal use and service, (wear and tear excepted) for a period of one year from the date of shipment. Wescor will repair or replace, at our choice and expense, any defective product for this one-year period, during our normal business hours. This warranty extends only to the original purchaser, and does not cover the repair or replacement of parts that are by nature expendable. This warranty is null and void if the customer attaches any feature or device to any product without prior written approval in advance from Wescor. This warranty will not cover acts of God (i.e. lightning, earthquakes, flooding, etc.), vandalism, or any unintended use of these products. There are no other warranties, expressed or implied, including but not limited to any implied warranties of merchantability of fitness for a particular purpose.

In no event shall Wescor be liable for any loss of profits, or any indirect or consequential damages arising out of Wescor's breach of this warranty or any other term or condition of this agreement.

The customer / end user is responsible to remove the component from the meter, place in protective packaging and ship to Wescor Parking Controls. Wescor Parking Controls will repair or replace the defective part during the one-year warranty period and ship the replacement part back to the customer. The customer is responsible to install the repaired part back in the meter.

To execute this contract, please sign below and return one copy of this quotation to Wescor along with Purchase Order (Hard Copy).

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

PO Number: \_\_\_\_\_

Please Select Options if any: Option 1: \_\_\_\_\_ Option 2: \_\_\_\_\_

**Multi-Space Parking Meters – City of Exeter**

Submitted to:

City of Exeter - Planning Department

10 Front Street

Exeter, NH 03833

Phone: 603-773-6112 / Alternate: 603-778-0591 ext. 112 / Fax: 603-772-4709

Dave Sharples - Town Planner

dsharples@exeternh.gov

Submitted by:

Wescor Parking Controls, Inc.

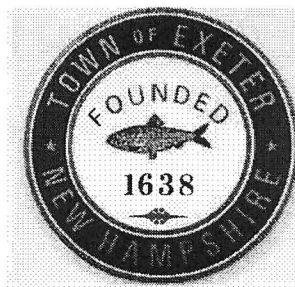
16 Technology Drive

Auburn, MA 01501

Michael Lapidus, Director of Sales

Cell: 732-354-2715

Email: mlapidus@wescorparking.com





August 9, 2019

City of Exeter - Planning Department

10 Front Street

Exeter, NH 03833

Phone: 603-773-6112 / Alternate: 603-778-0591 ext. 112 / Fax: 603-772-4709

Dave Sharples - Town Planner

dsharples@exeternh.gov

Dear David:

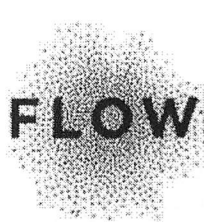
Thank you again for the opportunity to propose multi-space pay stations to measure, monitor and manage the mobility within your city. Wescor Parking Controls, Inc. is proposing Flowbird Group, a global leader in urban mobility solutions for the parking and transit industries.

Parkeon and Cale, the world leaders in parking and transport ticketing solutions, have joined forces to create a new global entity, **Flowbird: Urban Intelligence**. Flowbird parking meters are advanced and robust but needs change fast... Flowbird's innovation comprises a reconciliation between the durability of its parking meters and advances in technology and uses.

Flowbird parking systems can be found all over New England. Flowbird's multi-space meters are designed for all climates and have stood up for over a decade through harsh New England winters.

It is our ambition to make individual travel simpler, safer, and faster, while collectively maximizing efficiency and harmonizing flows. Every week around the world, thanks to our terminals, mobile applications, and online services, we contribute to improving the living environment of our 100 million users by helping to reduce air pollution, optimize traffic, simplify payments, and make cities more secure and economically dynamic.

Flowbird is a Software platform which helps the local authorities to measure, monitor and manage the mobility within the cities. This is our know-how, Urban Intelligence. Flowbird operates in over 5,000 towns and cities in 70 countries. The company is constantly innovating and breaking new ground to help provide solutions.



**FLOWBIRD**  
Urban  
Intelligence

## Flowbird's Comprehensive Parking Solutions in Figures

280,000  
Parking meters deployed

#1  
World leader

70%  
Global market share of On Street

21,000  
Daily users of mobile parking apps

5,000  
Cities

80  
Countries around the world

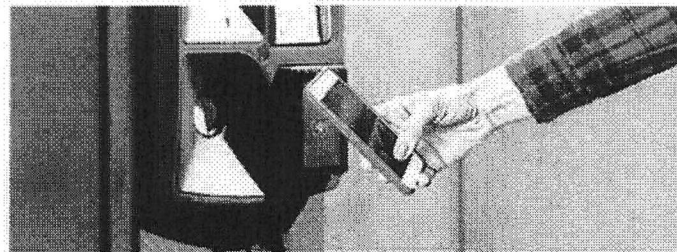
**User Journey** - Helping our customers provide better visitor experiences to their towns and cities by providing them with the latest technologies including journey planning and parking apps, contactless transactions, ABT and, Open Payment technologies.



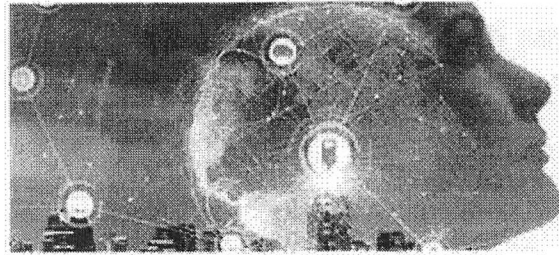
**Smart City** - Combining on-street and off-street parking capabilities to minimize the environmental and economic impact whilst reducing congestion and improving mobility for everyone.



**Payment** - Permitting all modes of payment to encourage patronage whilst allowing the management of transactions through certified and secure payments services.



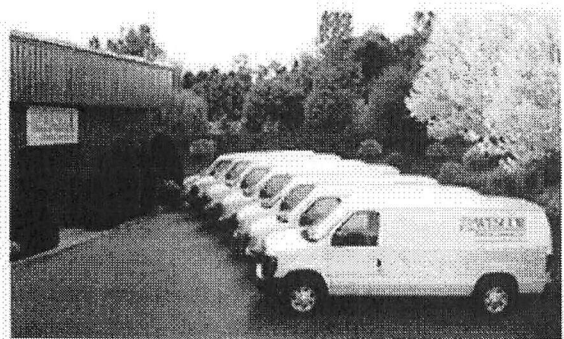
Mobility as a Service - Bringing the vision of a shared and on-demand transportation network to life.



Every week around the world, thanks to our solutions, mobile applications and online services, we contribute to improving the environment by reducing air pollution, optimizing traffic, simplifying payments and in doing so, making cities more secure and economically sustainable.

With more than 60 years of experience and with over 100 million weekly users, we are committed to investing heavily in R&D, so offering our customers solutions that are at the forefront of technology.

Wescor Parking Controls, Inc., which is a wholly owned subsidiary of DESIGNA Access Corporation (“DESIGNA”). For more than 30 years, Wescor Parking Controls, Inc. has been New England’s most trusted supplier and installer of parking meters along with parking, access and revenue control equipment. Located in Auburn, Massachusetts, we employ a complete staff including sales, service, and installation personnel for the Flowbird solution meaning that we are always ready to respond to the needs of our customers quickly and efficiently all over New England.



Wescor's satisfied clients include Public Parking Facilities, Hospitals, Universities, Government Facilities, Municipalities, Professional Parking Operators and Private Residences. Our vast product line and years of experience ensure that we will be able to meet our customer’s revenue control needs.

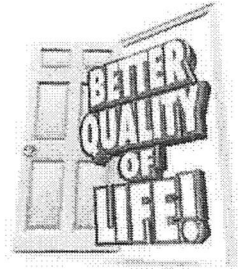
Our industry has been undergoing a major transformation in recent years. The needs and expectations in the world of urban mobility are becoming increasingly complex, while economic constraints continue to multiply.

In the face of these new challenges, our industrial know-how, unrivaled innovation, potential, and highly skilled team allows us to remain at the forefront, delivering services that are at once innovative, efficient and cost-effective. Our solutions are designed to keep pace with the developments in our cities and the newly emerging urban landscape.

Based upon our communications, emails and all information conveyed; enclosed please find a proposal to perform the following:

## Boost Quality of life:

- Easing congestion in urban areas, thereby reducing pollution.
- Stimulating economic vitality by streamlining access to services.
- Managing chaotic parking systems to offer increased safety for pedestrians, residents and visitors, etc.



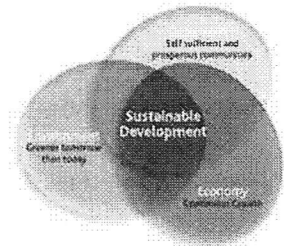
## Deliver Smart investments:

- Increasing direct revenue from services.
- Reducing maintenance costs.
- Leveraging existing facilities to create new services.
- Establishing indirect revenue streams.

## Smart cities on the move

## Provide Responsible development:

- Choosing eco-friendly equipment, assessed in relation to its full life cycle.
- Creating mobility services which encourage the use of smart and green modes of transport.



Wescor Parking Controls is confident that our system will provide solutions that will exceed the expectations for this project. Specifically by providing a system that will match managements metered parking rates, time stays, and hours of operation and be flexible enough to reflect changes in ownerships pricing of meter rates and employ other pricing strategies to manage public parking.

The Flowbird parking meter system will allow ownership to efficiently service all patron, tenant and management requirements, reduce cost of ownership and increase revenue. In closing, we are very excited to be a part of this process and know that our industry-leading products exceed the requirements for this project. We are sure, that if chosen, our system will allow ownership to achieve all of its financial, management, and operational goals. We know that we have delivered to you our best possible price and believe that as your business partner, you will be very satisfied with our approach to your installation and more importantly our support and service as we go forward. We want to thank you again for this exciting opportunity.

Sincerely,

*Michael Lapidus*

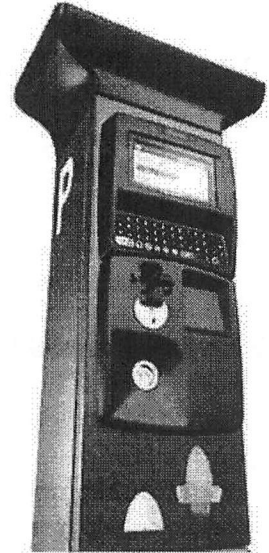
Michael Lapidus – Director of Sales

## HARDWARE

Parkeon StradaPAL - Multi-services Kiosk running on solar power:

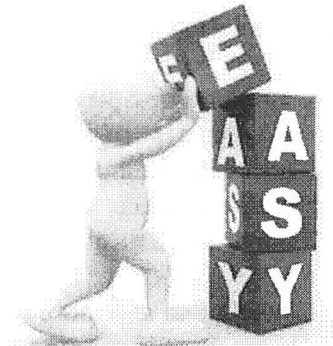
### Description

- Combines ergonomics, robustness, scalability, and customization capabilities.
- Unattended solar-powered multi-space parking meter providing services, payment and information to make life easier in your community.
- The power of cloud-computing: StradaPAL can be controlled by the Parkeon CLOUD system enabling easy and quick creation and deployment of a wide range of added-value online services without personnel having to go into the field.
- Designed to minimize environmental impact from construction through to dismantling and recycling.



User friendly graphical interface - Fully designed to make transactions and maintenance operations easy:

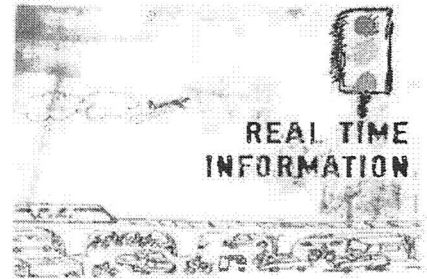
- The large, full color 7" screen makes all the difference, displaying animated pictograms, text and dynamic menus to guide the user through the transaction. StradaPAL becomes an efficient information channel.
- The extended capacitive keyboard (customizable on request) increases functionality, facilitates quick and easy entry of any alpha or alpha-numeric numbers (license plate numbers), handles personalized codes of identification numbers to access parking privileges and allows users to navigate through menus to view local information or advertisements, select services and print out coupons...
- StradaPAL offers a wide choice of payment methods for optimum user convenience to encourage compliance in parking, to limit the volume of cash to be collected, reducing fraud and saving time...
- All enhancements and new features are driven by solar power, even with the latest energy demanding technologies.





StradaPAL supports any innovative communication policy:

- StradaPAL offers a range of imaginative sales and information services to support local businesses and make people's lives easier, in color, 24/7: maps, timetables, what's on guide, advertising and promotions from local businesses, emergency contacts...
- StradaPAL provide real-time information to parking users and public transit customers.



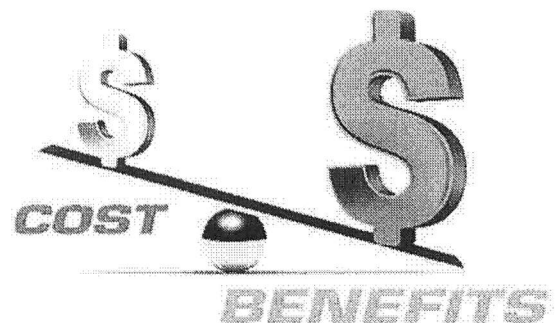
Proven security:

- Compact structure to resist against vandalism and fraud.
- Anti-theft system with clamping nuts.
- Separate compartments for maintenance and cash collection.
- Double walled cashbox with additional shielding, made like a safe.
- Motorized coin selector opens only for metallic objects and rejects slugs, washers, etc.
- Attack detection.
- Highly secure system protected against fraudulent access to sensitive data.



Cost effective:

- Easy to maintain with real-time remote notification of alarms and alerts.
- Remote control from the back-office allows for quick changes of rates, messages, and ticket layout without having to go into the field.
- Parkeon CLOUD System can be deployed to add additional revenue.



## The easy to use parking app of flowbird

Park and use Flowbird!

Grab your phone! You just need to open the easy and fast to use Flowbird parking app. Through the map you can see if you can park in your location. You need to log in the first time via Facebook or a self-made username and password. The app will remember your details for the next time.

What are the benefits of the flowbird parking app?

We integrated Parking availability in our flowbird parking app. With this new functionality you can find a parking space faster. Parking availability displays streets on the map where you can most likely park your car.



We offer via our parking app smart expiry time notifications. The Flowbird parking app can send an alert directly to your phone. A reminder for the end time of your parking stay.

One of many benefits of the parking app is the possibility to extend your parking time. Simply select extension and add the desired parking time.

Explore more benefits of the parking app!

- Fast and Free Access to the easy-to-use parking app.
- No more cash needed
- Pay from anywhere! Avoid parking fines
- No more waiting in line at the parking meter

<https://flowbirdapp.com/>

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# TOWN OF EXETER

## *Planning and Building Department*

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

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

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**Date:** June 25, 2019  
**To:** Russ Dean, Town Manager  
**From:** Dave Sharples, Town Planner  
**Re:** Lincoln St train station parking lot

I am writing this memorandum in response to your request to conduct an analysis on the Lincoln St train station parking lot. Specifically, the Select Board requested that you explore parking management options at the lot. Below I describe the facts regarding the train station lot. I also include a description of available parking beyond the train station lot in the Lincoln St commercial area. I conclude the memorandum by providing a brief analysis on instituting paid parking in this lot as raised by the Select Board.

### Lincoln Street Train Station Lot

- The Lincoln St train station lot is adjacent to the platform that services the Amtrak Downeaster. The Downeaster currently runs 10 trains a day (5 Northbound and 5 Southbound) out of the Exeter Station that will increase to 12 trains a day (6 Northbound and 6 Southbound) at some point this year.
- The Lincoln St train station lot is comprised of 77 parking stalls that includes four ADA accessible spaces. I have included an aerial photograph identifying the lot.
- It is a linear shaped lot with one access in and out on Lincoln St.
- The lot has a single drive aisle with 90 degree parking stalls on each side.
- There is no turnaround at the end of the parking lot and vehicles need to perform a multiple point turn or back out if there are no empty parking stalls available to utilize as a turnaround.
- Based on several field visits conducted since the fall of 2018, the lot is routinely at or very close to a 100% utilization rate Monday to Friday anytime between 8am and 4pm.

### Surrounding Area beyond the Train Station Lot

- Lincoln St and Daniel St are currently under construction. Upon completion, some changes will occur to the prior parking configuration so my details will be on what will be constructed and not existing conditions.
- A total of 175 parking stalls are available on Lincoln St and Daniel St.
- Of the total 175 parking stalls, 28 parking stalls are restricted to a two-hour limit by ordinance on Lincoln St, 143 parking stalls allow all day parking on Lincoln St and Daniel St and 4 are ADA parking stalls all on Lincoln St. These stalls are identified on the enclosed plan sheets and on the aerial photograph of the lot and surrounding area.



## Analysis

At least during the week, there is little question that there is inadequate parking available at the Lincoln St train station lot. It is routinely at or near 100% capacity every day of the week. It also appears that some train riders will park on Lincoln St in the all-day parking stalls.

The Select Board raised the possibility to charge for parking in the train lot as many stations do along the Downeaster corridor. Of the twelve stops from Boston to Brunswick, eight of them charge for parking and three (Freeport, Saco and Wells) do not. Having reviewed all the different options regarding how to charge for parking, if this option was pursued the most practical solution would be to install a multi-space meter(s). This option will cost between \$8,000 – \$10,000 per meter that would include the meter and installation. I am meeting with a vendor this week and who will walk the site and make a recommendation of the number of meters we may need for the lot and will update you and the Select Board at the meeting.

If paid parking in only the train station lot is proposed then this could result in a change of behavior of some commuters. For example, some folks may choose not to pay and park in the all-day parking stalls along Lincoln St. This could reduce the utilization rate of the train station lot resulting in some availability of parking stalls during the day that is rarely found now. This could be a benefit depending upon how you view it. Having some spaces available for folks seeking to park for the commercial area on Lincoln St could be a benefit to the area.

If commuters do change their behavior, I believe there is adequate parking along Lincoln St to accommodate those folks who want to park away from the station and walk. For example, there will be 75 all-day parking stalls available on Lincoln St from the south of the Handkerchief factory driveway to Front St. It has been my observation that this part of Lincoln St is being used infrequently for parking during the week. However, I would assume that the all-day spots closer to the lot would be utilized first. There are only twenty-eight parking stalls with a two-hour parking limit and these are located just north of the train lot access and are only on the west side of Lincoln St. I would suspect that the parking stalls on the east side of Lincoln St between Main St and the train lot access and the stalls on Daniel St would be used first by train riders. The Board may want to consider restricting all-day parking in these areas to allow for availability of stalls for the commercial area.

Other factors would need to be discussed if paid parking is pursued. Enforcement, pricing/permitting, type of kiosk and its options (pay and display, pay by space, accept credit cards, etc.). I have been in contact with several parking meter/kiosk vendors and have enclosed some information provided to me that highlights the considerations when instituting paid parking. One vendor has offered to come in and meet with the Select Board and answer any question they may have if they are considering moving ahead with paid parking.

Thank You.

Enclosures (3)



**Pay and Display Operation:** The patron will park his / her car in an available space and will proceed to a nearby location where a Pay and Display Meter is located. The Meter will have a rate structure clearly posted on the face of the machine. The patron will satisfy the rate for the amount of time he or she plans to park (as in a standard single space meter) and receive a receipt with the location header, time & date of expiration and a footer message. The patron must then return to their vehicle and place the receipt on the dashboard in clear view. The patron is then free to conduct their business.

**Enforcement:** Enforcement personnel will conduct a survey of the controlled area at intervals and look for the pay and display receipt which should be located on the vehicle dashboard. The enforcement officer will note the location header, time & date of expiration on the receipt.

Any vehicle in violation can be written up or ticketed as management prefers.

**Pay & Display Considerations:**

The numbers of spaces in the parking lot. One meter will handle on average ten (10) parking spaces in pay & display configuration.

The location of the meter(s). Patrons need to walk back to their vehicle to place the receipt on their dashboard. The shorter the distance the patrons need to walk back to their vehicle, the more enjoyable the parking experience.

Signs showing the location of the meter are critical. Clearly posted and visible signs ("Pay Here") need to be installed.

The larger the parking lot the greater the number of pay and display meters required (ex 120 spaces may require 12 multi space meters).

### **Pay by Space Operation:**

Each space should be properly numbered with a sign that can be easily seen in any weather condition. The patron will park their car in an available space and will be directed by signs through the parking lot or facility to note their space number and proceed to a location where a Pay by-Space meter is located. The patron will enter the space number that their vehicle occupies via a keypad on the face of the pay station. The pay station will have a rate structure clearly posted on the face of the machine. The patron will satisfy the rate for the amount of time they plan to park (as in a standard single space meter) and receive a receipt with the location header, space number, time & date of expiration, and a footer message. The patron is then free to conduct their business.

### **Enforcement:**

Using a hand-held device (web enabled), Parking Enforcement Officers enter the parking area they wish to enforce and send a wireless transmission to the central server calling for the most current paid/unpaid status for the area. On the handheld device, enforcement can review the spaces status in several ways. All at once, only the paid spaces, or only the unpaid spaces. Space status is reflected via color coded marks as well.

Any vehicle in violation can be dealt with as management prefers (i.e. ticketed, warned, booted, etc.).

### **Pay by Space Considerations:**

The numbers of spaces in the parking lot. One meter can handle hundreds of parking spaces in pay by space configuration.

Patrons need to remember their parking space number to pay for parking.

Signs stating "Please Note Space Number and Proceed to Parking Kiosk" are required.

The location of the meter(s). Patrons need to walk from their vehicle to the closest meter. They do not need to return to their vehicle. If one meter is out of service, the patron may be able to use another meter to pay for parking.

The location of the meter (s) should be placed near the area where the parkers will be walking towards (example train station platform, popular restaurant, theater etc.). This makes it easier for a patron to pay for parking. They are heading to a specific area and the meter is in close proximity on the way

Signs showing the location of the meter are critical. Clearly posted and visible signs ("Pay Here") need to be installed.

Will a large group of parkers need to access the meters in a timely manner (influx of commuters catching a train at the same time in the AM)? This will determine the number of meters required.

### **Pay by Space Considerations (continued)**

Each space must be clearly identified / numbered. The space number can be painted on the asphalt or on a sign post in front of the space.

Snow could cover the space number if it is painted on the asphalt. Not a problem if the lot is only in operation during non-snow months (seasonal parking). If the lot is open year-round, space numbered signs mounted on post will be required.

The additional cost of signs with posts need to be accounted for when budgeting for the pay by space meter project.

Signs will allow pay by space meters to be used on gravel lots (no asphalt required).

**Pay by Plate Operation:** The patron will park their car in an available space and will be directed by signs located on street or in the surface lot to note their license plate number and proceed to a location where a Pay by-License Plate meter is located. The patron will enter the license plate number of their vehicle via a keypad on the face of the pay station. The pay station will have a rate structure clearly posted on the face of the machine. The patron will satisfy the rate for the amount of time they plan to park (as in a standard single space meter) and receive a receipt with the location header, time & date of expiration, and a footer message. The patron is then free to conduct their business.

### **Enforcement: (handheld)**

Using a hand-held device (web enabled by others), Parking Enforcement Officers enter the parking area they wish to enforce and send a wireless transmission to the central server calling for the most current paid/unpaid status for the area. The enforcement officer can view an entire list of paid plates or start typing in a plate and it will automatically search for those letters.

On the handheld device, enforcement can review the spaces status in several ways. All at once, only the paid spaces, or only the unpaid spaces. Space status is reflected via color coded marks as well. Any vehicle in violation can be dealt with as management prefers (i.e. ticketed, warned, booted, etc.).

OR

**Automatic License Plate Recognition (Mobile)** is a technology that uses optical character recognition (OCR) on images to read vehicle license plates. Enforcement vehicles are equipped with cameras that take photos of the license plate. The license plate recognition software is linked to the multi-space meter software allowing the license plate recognition software to determine if a vehicle is in violation. Requires a vehicle outfitted with ALPR cameras and software. Enforcement can be very quick and cover many areas.

## **Pay by Plate Operation(continued)**

### **Pay by Plate Considerations:**

The numbers of spaces in the parking lot. One meter can handle hundreds of parking spaces in pay by plate operation.

Patrons need to remember their license plate number to pay for parking.

Signs stating "Please Note License Plate Number and Proceed to Parking Kiosk" are required.

No need to number parking spaces.

The location of the meter(s). Patrons need to walk from their vehicle to the closest meter. They do not need to return to their vehicle. If one meter is out of service, the patron may be able to use another meter to pay for parking.

Automatic License Plate Recognition (ALPR) equipment can be expensive.

Snow can limit the effectiveness of Automatic License Plate Recognition.

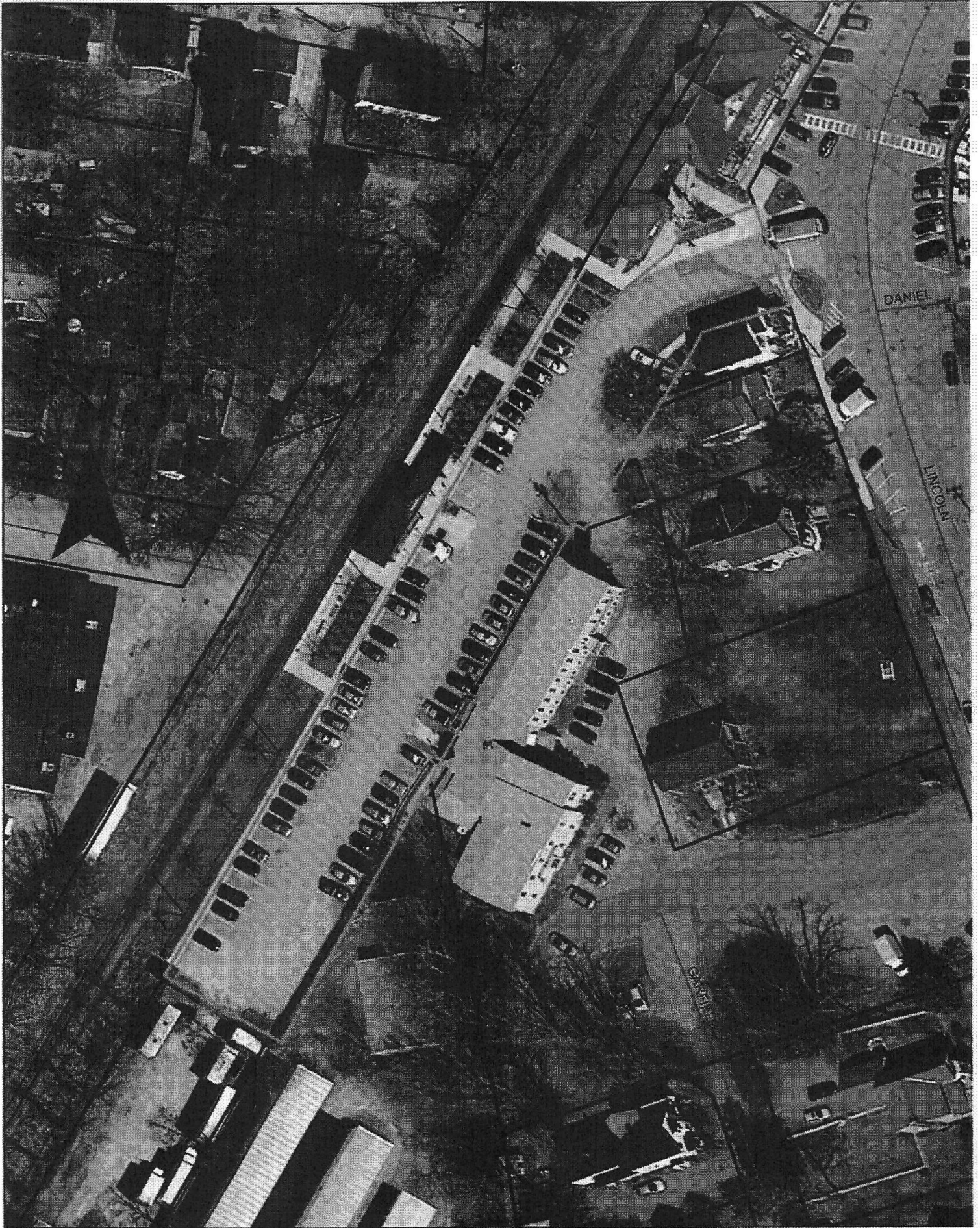
Some vanity license plates may be difficult to read.

If the municipality allows, vehicles that have time still left can move from one area and park in another.

Will a large group of parkers need to access the meters in a timely manner (influx of commuters catching a train at the same time in the AM)? This will determine the number of meters required.

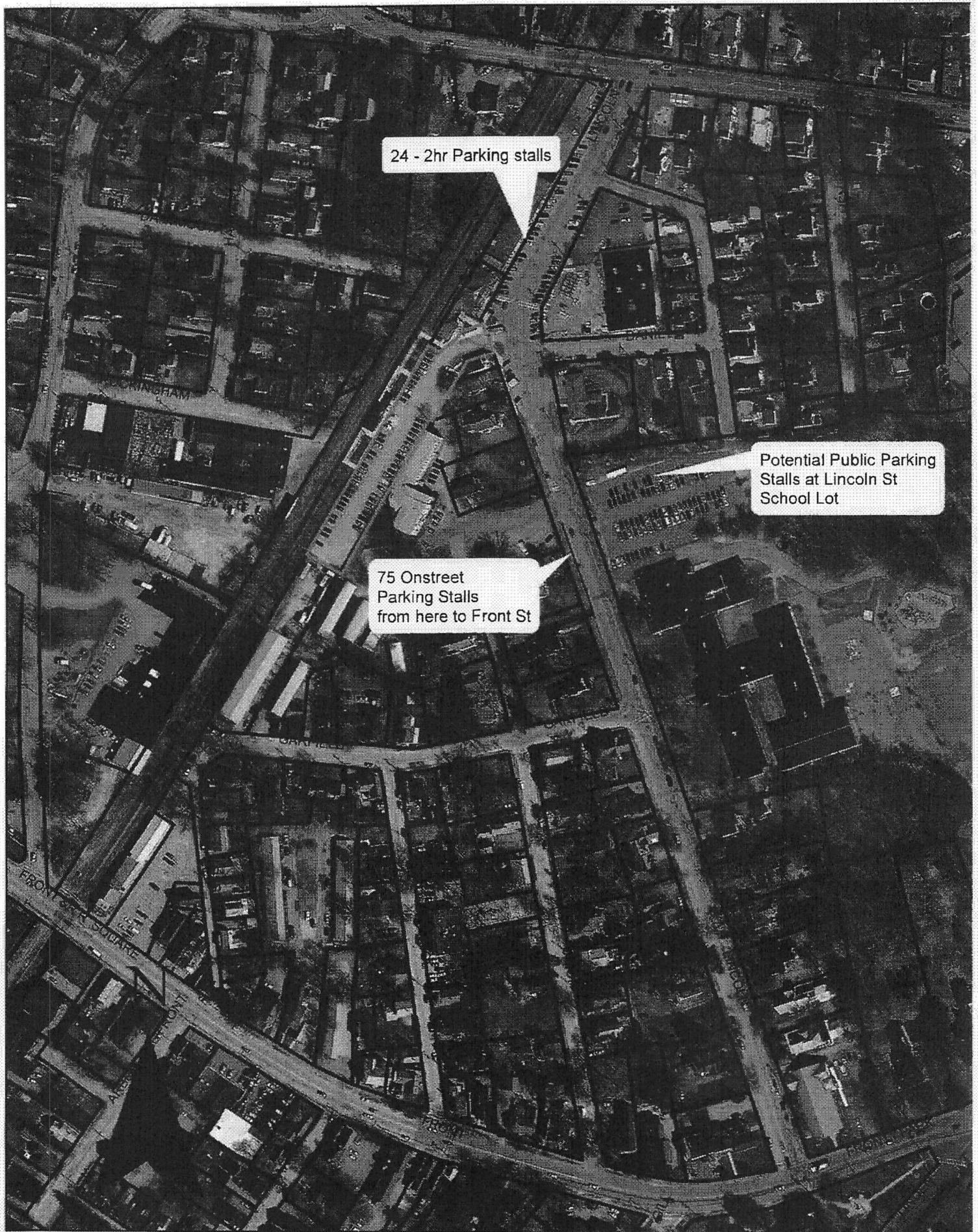


# Lincoln St Train Station Lot





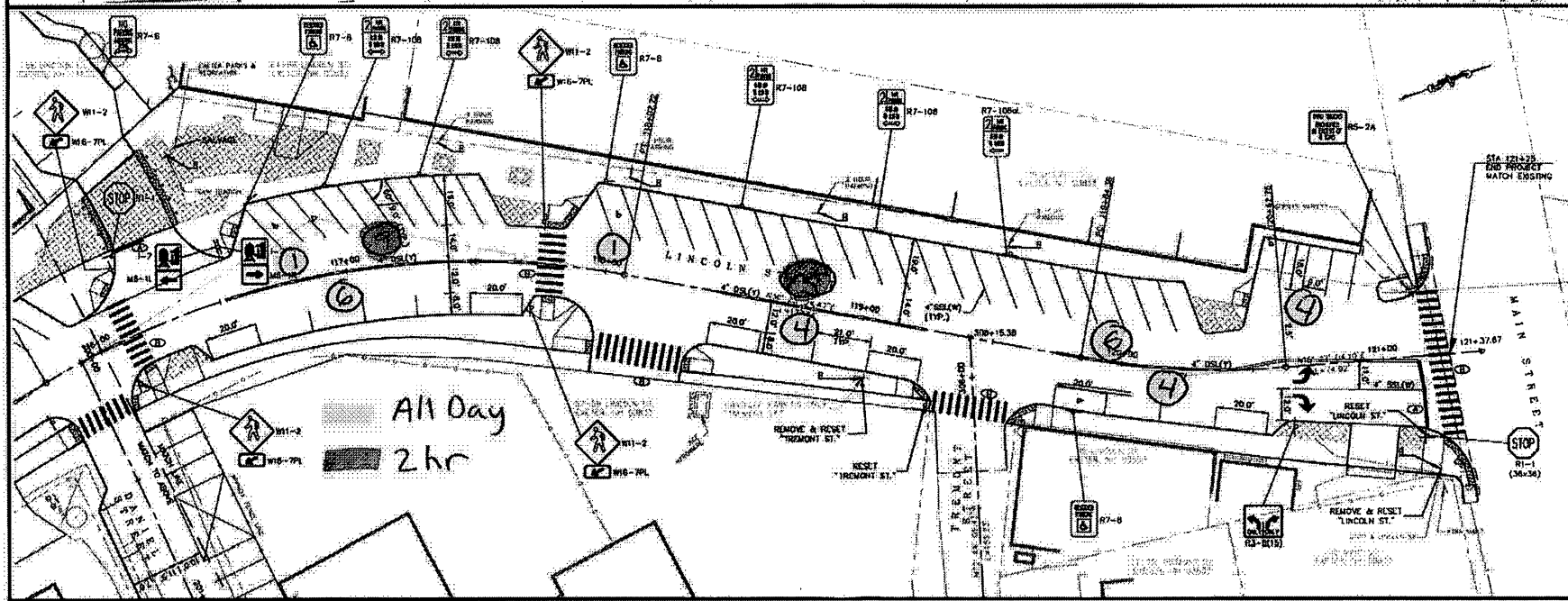
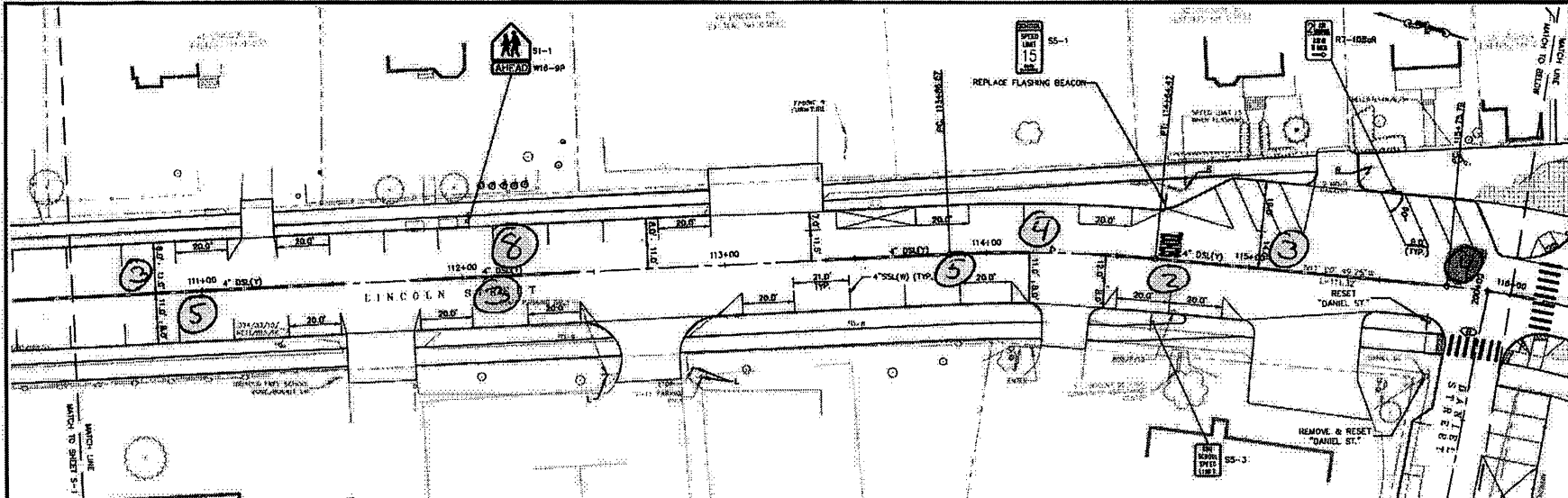
# Lincoln St Train Station Lot and Surrounding Area



24 - 2hr Parking stalls

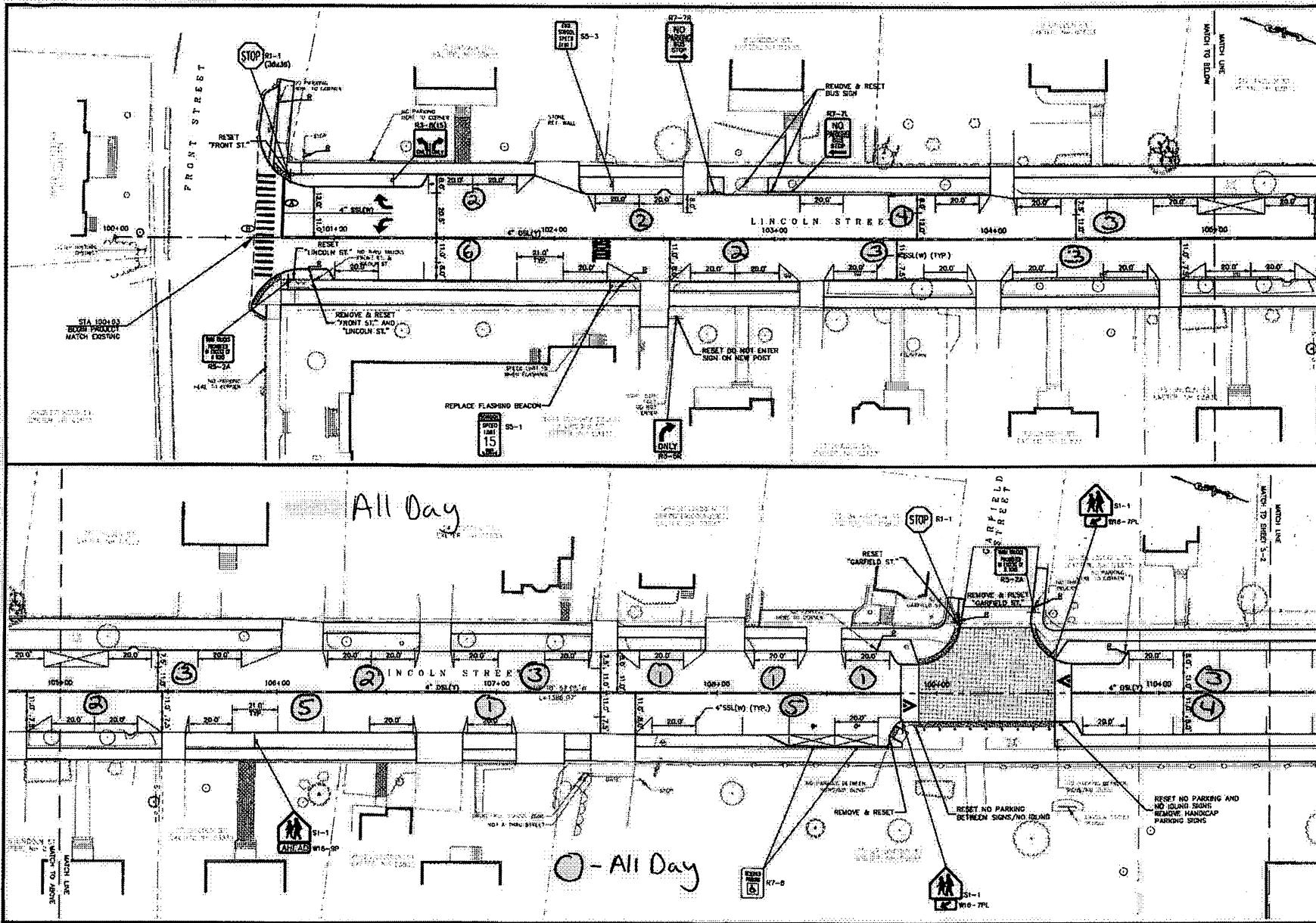
Potential Public Parking Stalls at Lincoln St School Lot

75 Onstreet Parking Stalls from here to Front St



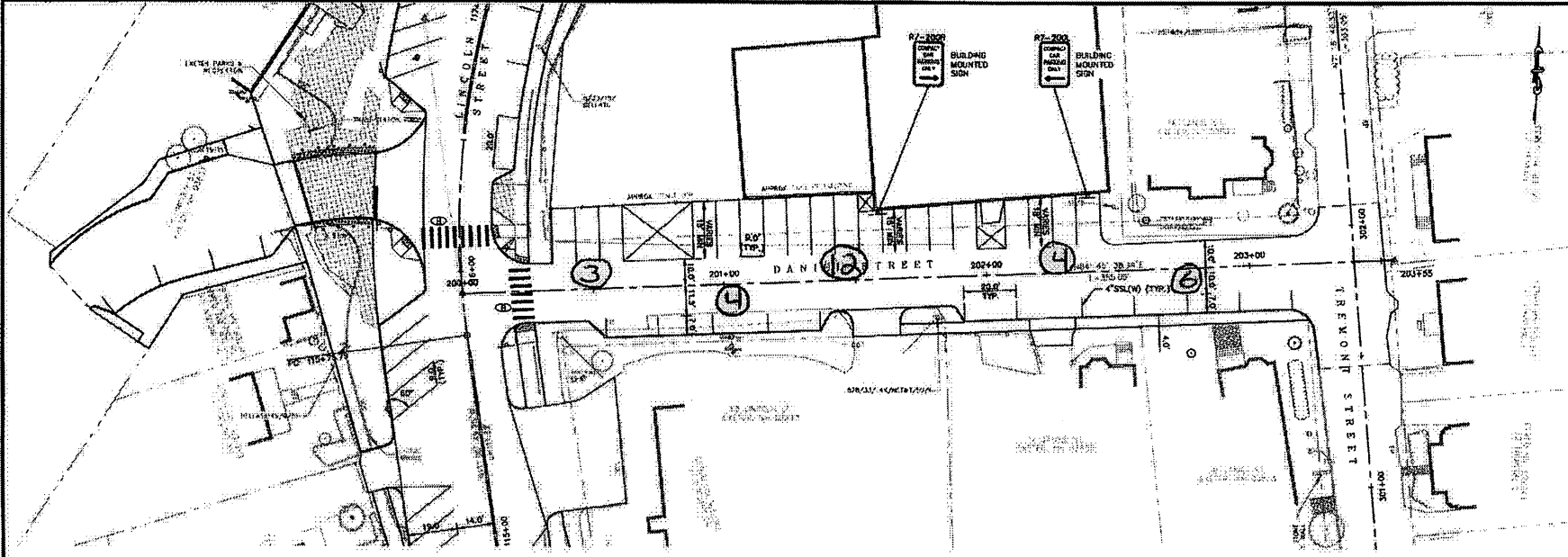
CMA ENGINEERS 600 N. Main Street, Suite 100 Southbury, CT 06488 Phone: 860.339.1111 Fax: 860.339.1112 Website: www.cma-engineers.com	
Project No. 110-50	Date: February 2018
Drawn by: [Name]	Checked by: [Name]
Approved by: [Name]	Title: [Title]
Scale: 1" = 20'	
Project Name:	
Phase II Improvement Project	
Signage and Striping Plan	
STA 110+50 to STA 121+37	
Sheet No. S-2	

Sheet totals: 60 All Day plus 2 ADA stalls plus 28 2hr stalls



Sheet totals: 29 All Day Stalls plus 2 ADA stalls

<p><b>CMA ENGINEERS</b>          200 West Street, Suite 200          Portsmouth, NH 03801-2000          Phone: 603-271-1271          Fax: 603-271-1272          www.cmaengineers.com</p>	
Date: February 2018 Project No: 1082 Drawn By: [Name] Checked By: [Name] Approved By: [Name]	Scale: 1" = 20' Date: [Date]
Town of Exeter, New Hampshire Public Works Department Lincoln Street Phase II Improvement Project Signage and Striping Plan STA 100+00 to STA 110+50	
Drawing No: S-1	



■ All Day

Daniel St: 29 All Day Stalls

		<b>CMA ENGINEERS</b> CONSULTING ENGINEERS 1000 Main Street, Suite 200 Portsmouth, NH 03801-4115 Telephone: (603) 431-7700 Fax: (603) 431-4223 C. M. A. S. E. N. G. I. N. E. E. R. S., I. N. C.	
DATE: February 2018 PROJECT: Lincoln Street DRAWING NO.: 5-3 SHEET NO.: 21 OF 50	DESIGNED BY: JAC/STP/MAC CHECKED BY: STP IN CHARGE: JAC SCALE: 1" = 30' 	Town of Exeter, New Hampshire Public Works Department Lincoln Street Phase II Improvement Project Signage and Striping Plan STA 200+00 to STA 203+40	

# Hampton Sewer Agreement

**HB495 Seacoast Drinking Water Commission**



CHAPTER 329  
HB 495 - FINAL VERSION

19Mar2019... 0697h  
05/30/2019 2353s  
27Jun2019... 2633-EBA

2019 SESSION

19-0535  
08/03

HOUSE BILL **495**

AN ACT establishing a commission on drinking water.

SPONSORS: Rep. Cushing, Rock. 21; Rep. Edgar, Rock. 21; Rep. Bushway, Rock. 21;  
Rep. Janvrin, Rock. 37; Rep. Loughman, Rock. 21; Rep. Meuse, Rock. 29;  
Rep. Berrien, Rock. 18; Rep. Altschiller, Rock. 19; Rep. Le, Rock. 31; Rep.  
Khan, Rock. 20; Sen. Sherman, Dist 24; Sen. Fuller Clark, Dist 21

COMMITTEE: Resources, Recreation and Development

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ANALYSIS

This bill establishes the long-term seacoast commission on drinking water.

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Explanation: Matter added to current law appears in ***bold italics***.  
Matter removed from current law appears [~~in brackets and struck through.~~]  
Matter which is either (a) all new or (b) repealed and reenacted appears in  
regular type.

**CHAPTER 329  
HB 495 - FINAL VERSION**

19Mar2019... 0697h  
05/30/2019 2353s  
27Jun2019... 2633-EBA

19-0535  
08/03

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Nineteen*

AN ACT                    establishing a commission on drinking water.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1            329:1 New Section; Long-Term Seacoast Commission on Drinking Water. Amend RSA  
2 485-F by inserting after section 5 the following new section:

3            485-F:6 Seacoast Commission on Long-Term Goals and Requirements for Drinking  
4 Water.

5            I. There is established a commission to plan for long-term goals and requirements  
6 for drinking water on the seacoast.

7            II. The members of the commission shall be as follows:

8            (a) Five members of the house of representatives, 3 appointed by the speaker  
9 of the house of representatives and 2 appointed by the minority leader of the house.

10           (b) The member of the senate representing district 21 and the member of the  
11 senate representing district 24.

12           (c) A representative of the water company that serves the town of Hampton,  
13 appointed by that company, or its successor.

14           (d) A representative of the drinking water source protection program in the  
15 department of environmental services, appointed by the commissioner.

16           (e) A representative of the town of Rye water district, appointed by the  
17 governing body of that town.

18           (f) A representative of the town of Rye, appointed by the governing body of  
19 that town.

20           (g) A representative of the town of New Castle, appointed by the governing  
21 body of that town.

22           (h) A representative of the town of North Hampton, appointed by the  
23 governing body of that town.

24           (i) A representative of the city of Portsmouth, appointed by the governing  
25 body of that city.

26           (j) The executive director of the Rockingham planning commission, or  
27 designee.

28           (k) The executive director of the Strafford regional planning commission, or  
29 designee.



**CHAPTER 329**  
**HB 495 - FINAL VERSION**  
**- Page 2 -**

1           (l) A representative of the town of Seabrook, appointed by the governing body  
2 of that town.

3           (m) A representative of the town of Exeter, appointed by the governing body  
4 of that town.

5           (n) A representative of the town of Greenland, appointed by the governing  
6 body of that town.

7           (o) A representative of the town of Newington, appointed by the governing  
8 body of that town.

9           (p) A representative of the town of Stratham, appointed by the governing  
10 body of that town.

11           (q) A representative of the town of Hampton, appointed by the governing  
12 body of that town.

13           (r) A representative of the city of Dover, appointed by the governing body of  
14 that city.

15           (s) A representative of the town of Madbury, appointed by the governing body  
16 of that town.

17           (t) Six community members with backgrounds in environmental science or  
18 with interest in water-related science, 3 each appointed by senators representing  
19 districts 21 and 24.

20           (u) A hydrogeologist from the United States Geological Survey, appointed by  
21 that organization.

22           (v) A hydrogeologist from the university of New Hampshire, appointed by the  
23 dean of the college of engineering and physical sciences.

24           (w) A climate scientist from the university of New Hampshire, appointed by  
25 the dean of the college of engineering and physical sciences.

26           (x) A representative from any other private water company, appointed by that  
27 company, or its successor, that serves a town or part of a town in Rockingham or  
28 Strafford counties that is not explicitly represented by subparagraphs (a) through (w),  
29 appointed by that organization.

30           III. Legislative members of the commission shall receive mileage at the  
31 legislative rate when attending to the duties of the commission.

32           IV. The commission shall:

33           (a) Continue the work of the RSA 485-F:5 seacoast commission on long-term  
34 goals and requirements for drinking water which was repealed on November 1, 2018.

35           (b) Utilize and expand upon existing studies to plan for seasonal or drought  
36 supply issues.

37           (c) Prepare and discuss mutual aid between seacoast towns for firefighting.

**CHAPTER 329**  
**HB 495 - FINAL VERSION**  
**- Page 3 -**

1           (d) Prepare and discuss mutual aid agreements for emergency or replacement  
2 drinking water supply where contaminated.

3           (e) Encourage coordination between towns and cities.

4           (f) Establish working subgroups as needed.

5           (g) Monitor and review the work of state agencies regarding possible new  
6 emerging contaminant threats.

7           V. The members of the commission shall elect a chairperson from among the  
8 members. The first meeting of the commission shall be called by the first-named house  
9 member. The first meeting of the commission shall be held within 45 days of the  
10 effective date of this section. Eleven members of the commission shall constitute a  
11 quorum.

12           VI. The commission shall make annual interim reports of its findings on  
13 November 1 of each year, and a final report of its findings and any recommendations for  
14 proposed legislation to the speaker of the house of representatives, the president of the  
15 senate, the house clerk, the senate clerk, the governor, and the state library on or before  
16 November 1, 2029.

17           329:2 Repeal. RSA 485-F:6, relative to the seacoast commission on long-term goals  
18 and requirements for drinking water, is repealed.

19           329:3 Effective Date.

20           I. Section 2 of this act shall take effect November 1, 2029.

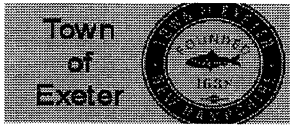
          II. The remainder of this act shall take effect upon its passage.

Approved: August 16, 2019

Effective Date:

I. Section 2 shall take effect November 1, 2029.

II. Remainder shall take effect August 16, 2019.



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

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**Fwd: NH House Statutory Committee Appointment**


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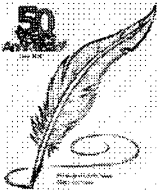
**Andie Kohler** <akohler@exeternh.gov>  
 To: Russ Dean <rdean@exeternh.gov>

Wed, Aug 21, 2019 at 1:35 PM

Hi Russ

I think this may belong to you and the Select board.

**Thanks  
 Andie**



**Andrea J. Kohler, CTC, CMC**  
**Exeter Town Clerk**  
**10 Front Street**  
**Exeter, NH 03833**

**Phone: 603-773-6105**  
**Fax: 603-418-6424**  
**Email: akohler@exeternh.gov**

**New England Association of City & Town Clerks**  
**First Vice President**

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

From: **Jakob Kloewer** <Jakob.Kloewer@leg.state.nh.us>  
 Date: Wed, Aug 21, 2019 at 1:11 PM  
 Subject: NH House Statutory Committee Appointment  
 To: akohler@exeternh.gov <akohler@exeternh.gov>

Please accept this email as official notice of your town's appointment to serve on the: Commission on Drinking Water established by HB 495, Chapter 329:1, Laws of 2019. You may find a copy of the enabling legislation at the following link: [http://gencourt.state.nh.us/bill\\_status/billText.aspx?sy=2019&id=523&txtFormat=pdf&v=current](http://gencourt.state.nh.us/bill_status/billText.aspx?sy=2019&id=523&txtFormat=pdf&v=current)

“(m) A representative of the town of Exeter, appointed by the governing body of that town.”

Please notify the House Clerk's Office with the name, mailing address, phone number and email address of your selected representative for contact reference. Also, please note that you cannot appoint a designee to the committee unless the legislation specifically states that you may do so.

Hopefully this email can be forwarded to the correct personnel in-order to make the appointment if this wasn't the correct individual to contact.

Thank you.

**Jakob Kloewer**

**Bill Status/Voting Clerk of the House**

**State House**

**107 North Main Street**

**Concord, NH 03301**

**(603) 271-2548**

**[Jakob.Kloewer@leg.state.nh.us](mailto:Jakob.Kloewer@leg.state.nh.us)**

**Public Hearing: Map 65, Lot 147 Property Sale**

**IMPORTANT:** A Site Assessment Study prepared by a permitted designer **MUST** be attached to any P&S Agreement for sale of developed waterfront property to confirm whether the septic system complies with State law. See NH RSA 485-A:39 and Administrative Rules ENV-WQ 1025.01-07.

## PURCHASE AND SALES AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (date upon which the last of the parties hereto has signed), by and between **Exeter Hospital, Inc.**, or assigns, with an address of 5 Alumni Drive, Exeter, New Hampshire 03833 (hereinafter referred to as "BUYER") and the **Town of Exeter New Hampshire** with an address of 10 Front Street, Exeter, New Hampshire 03833 (hereinafter referred to as "SELLER").

### WITNESSETH:

WHEREAS, SELLER is the owner in fee simple of a certain undeveloped tract of land located on Prospect Avenue in the Town of Exeter, New Hampshire, and shown on Town of Exeter Tax Map 65 as Lot 147, and being further described in the deed recorded in the Rockingham County Registry of Deeds at Book 1047, Page 356 attached hereto and incorporated herein by reference as **Exhibit "A,"** hereinafter referred to as the "PREMISES";

WHEREAS, the SELLER desires to sell the PREMISES to the BUYER;

WHEREAS, the BUYER desires to purchase the PREMISES from the SELLER subject to certain conditions as to be hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants, agreements and other consideration of the parties described herein, the SELLER and BUYER Covenant and agree as follows:

1. **SALE AND PURCHASE OF PROPERTY.** The SELLER agrees to sell and convey to BUYER and the BUYER agrees to purchase from the SELLER the PREMISES, for the consideration and upon the terms and conditions hereinafter stated, subject to the General and Specific Conditions precedent to BUYER'S obligation to perform set forth in detail in this Agreement.

2. **PREMISES TO BE CONVEYED.** The "PREMISES" as described above additionally include all rights and easements appurtenant thereto, including a certain right of way Westerly of the granted premises and other property of the BUYER as conveyed to SELLER by deed of Exeter Hospital, being **Exhibit A** hereto. Additionally, all right title and interest of SELLER in and to any award made or to be made in lieu thereof for any taking or condemnation subsequent to the date hereof, whether paid or unpaid is part of the "PREMISES" to be conveyed

hereunder. SELLER shall deliver to BUYER at the closing date, or thereafter, on demand, all instruments required for the conveyance of such title and the assignment and collection of any such award.

3. PLANS, SOIL TESTS, ENGINEERING DATA, LICENSES AND PERMITS TO BE CONVEYED. Immediately upon the execution of this Agreement the SELLER shall provide to BUYER, any existing plans, topographic surveys, surveys, soil tests, engineering or other studies now existing, utility plans, and the like in the SELLER'S possession having any bearing upon the PREMISES, all without cost to the BUYER and recognizing that BUYER will be relying thereon in formulating its plans for the use of the PREMISES.

At closing, SELLER shall convey title to all such plans, surveys, tests, data or other studies or materials held by the Seller in relation to the PREMISES to the BUYER free and clear of any claims from those individuals or entities who may have prepared or issued same.

4. PURCHASE PRICE. The total purchase price for the PREMISES and all easements, any licenses, engineering materials, plans, permits or other items of personalty being conveyed hereunder shall be FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS. The purchase price shall be paid as follows:

A. The sum of ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS, shall be paid by check upon the execution of this Agreement, which shall be credited to the Purchase Price at the closing hereunder and shall be kept in a non-interest bearing account held by BUYER's attorneys, **DONAHUE TUCKER & CIANDELLA PLLC**, who shall act as escrow agent.

B. At the time of closing, BUYER shall pay to the SELLER by bank or certified check the sum of FORTY NINE THOUSAND AND 00/100 DOLLARS (\$49,000.00).

5. SELLER'S REPRESENTATIONS AND WARRANTIES. SELLER represents and warrants, the BUYER relying thereon, the following:

A. Seller has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. No order, permission, consent, approval, license, authorization, registration or validation of, or filing with, or exemption by, any governmental agency, court, commission, board or public authority is required to authorize, or is required in connection with, the execution, delivery and performance of this

Agreement by Seller or the taking by Seller of any action contemplated by this Agreement. The person signing this Agreement on behalf of Seller has been duly authorized to do so by Seller; and

- B. that to the SELLER'S knowledge the PREMISES are currently free from hazardous waste as defined by NH RSA 147-B and to SELLER'S knowledge no such hazardous waste has ever been deposited upon the PREMISES during SELLER'S ownership of the PREMISES. All warranties and representations of SELLER shall survive the closing and passage of title.

6. **GENERAL CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO PERFORM.** The obligation of BUYER to purchase the PREMISES is subject to the fulfillment prior to or at closing of all of the following conditions, any one or more of which, at BUYER'S option may be waived:

- A. All the representations and warranties made by the SELLER herein shall be true and correct as of the date of closing;
- B. That there then be pending no proceeding to change the zoning or land use regulations materially affecting the PREMISES.
- C. All of the SELLER'S obligations hereunder shall be fully performed.

If any of the foregoing General Conditions are not satisfied at the closing, BUYER at its election may waive such conditions to complete this purchase or may cancel this Agreement and the deposit made hereunder shall be refunded to the BUYER.

7. **DATE OF CLOSING.** The closing shall take place on or before October 15, 2019 at the BUYER'S attorney's office or such other location as the parties may mutually agree during normal business hours.

Possession of the PREMISES shall be delivered to the BUYER at closing free and clear of all tenants and personal property.

8. **LIQUIDATED DAMAGES.** In the event that BUYER fails to close this transaction after fulfillment of all conditions, and title is good and marketable, SELLER shall, as its sole remedy, at law, in equity or otherwise, retain the amount of the Deposit as liquidated damages, in which event this Agreement shall thereupon be canceled and the BUYER shall be released of all further liability thereunder, it being hereby agreed that SELLER'S damages, without sale, would be difficult of ascertainment and that the sum of any existing deposit constitutes a reasonable liquidation thereof and not a penalty.



9. SPECIFIC PERFORMANCE. BUYER shall have the rights of Specific Performance in accordance with the general principles of equity in addition to BUYER'S remedies at law for any breach by SELLER.

10. WARRANTY DEED. At closing SELLER shall convey to the BUYER or BUYER'S nominee or assignee, title to the PREMISES and all items of personal property including permits, licenses, plans and test data by bill of sale or appropriate assignment, and by duly executed Warranty Deed, (hereinafter referred to as "Deed") conveying good and clear, record and marketable title free from all encumbrances. SELLER shall use its best efforts to remove any title defects on the PREMISES. If SELLER shall have failed to remove any such defects, the BUYER may elect to proceed with the closing, in which event, for any undischarged liens, attachments or taxes a portion of the Purchase Price equal to one and one-half times the amount of the lien, or such lesser amount as BUYER'S Attorney in BUYER'S Attorney's sole discretion shall determine, shall be held in escrow by BUYER'S Attorney and used subsequent to closing to discharge said liens, the SELLER being liable for the full amount thereof, with any remaining balance promptly refunded to the SELLER.

Within ninety (90) days of the date of this Agreement, BUYER shall conduct examination of title and shall notify SELLER in writing within ninety-five (95) days of the date of this Agreement of the status of the record title of the PREMISES through the date of said examination. SELLER agrees to take such steps, if any, as are necessary to clear such title within a reasonable time thereafter not greater than forty-five (45) days from date of written notice as to any matters that are defects or clouds on title, except for any mortgage which may be satisfied at closing. Nothing herein shall relieve SELLER of its duty to deliver clear and marketable title at closing.

If, at the expiration of such time, SELLER shall have used reasonable efforts and nevertheless failed to remove said defects and make the title conform, or in the event defects arise subsequent to said date and prior to said closing, BUYER may at its election:

- A. Cancel this Agreement and the Deposit shall be refunded as hereinabove provided and, in the case only where the title was clear at the time of BUYER'S examination and a lien is subsequently filed prior to closing, plus reasonable costs incurred by BUYER in complying with this Agreement and preparing to close; or
- B. Take such title of the PREMISES in there then condition as SELLER can deliver without any deduction in the Purchase Price; or,
- C. Elect to further extend time for delivery of the Deed for a further reasonable period of time during which the SELLER shall attempt to cure the title at no expense to the BUYER.

To enable SELLER to make the conveyances herein provided, at the time of delivery of the Deed SELLER shall be able to use the cash purchase price or any portion thereof to clear the title of any or all encumbrances or interests provided that all releases or other instruments so procured are recorded simultaneously with the delivery of the Deed.

11. BUYER'S SPECIFIC CONDITIONS. The following contingencies must be satisfied prior to BUYER'S performance hereunder:

- A. ENGINEERING REVIEW. BUYER shall have ninety (90) days from the date of this Agreement in which to consult with its engineers and other consultants to determine the suitability, including undertaking test borings, of the PREMISES for BUYER'S intended use.
- B. HAZARDOUS WASTE INSPECTION. BUYER at BUYER'S sole expense may, within ninety (90) days of the date of this Agreement, obtain an inspection of the PREMISES with respect to hazardous waste and other environmental hazards. Said inspection shall be made by a duly credentialed consulting firm with experience in such evaluations. If such inspection discloses any material presence of hazardous waste or other environmental hazards unacceptable to BUYER, BUYER shall notify SELLER of same and provide SELLER with a copy of said report. BUYER shall be entitled to either exercise its option under this contingency not to purchase the PREMISES or may at BUYER'S sole discretion opt to waive this contingency. SELLER has represented to BUYER that SELLER has no knowledge of any hazardous waste or other environmental hazard on the PREMISES.
- C. VOLUNTARY MERGER. Confirmation, satisfactory to BUYER in its sole discretion, that BUYER will be able and permitted to merge the PREMISES with a contiguous parcel owned by BUYER as a matter of right pursuant to RSA 674:39-a.
- D. GENERAL DUE DILIGENCE. Notwithstanding any of the other contingencies, the BUYER shall have ninety (90) days from the date of this Agreement in which to conduct general and any other due diligence BUYER deems necessary or desirable in BUYER'S sole discretion. If the BUYER, in its sole discretion, concludes that the purchase of the PREMISES is not desirable, the BUYER shall, within said time period, notify the SELLER of same in writing and shall be entitled to the return of the deposit and shall have no further liability hereunder.

With respect to each of the above contingencies, BUYER shall be under an obligation to pursue the satisfaction of same diligently and in good faith. Should any of them be unsatisfied, BUYER shall be required to give SELLER notice of same in writing within the time period provided. At the time, SELLER shall promptly release BUYER'S deposit from escrow and each

party shall be relieved of any and all obligations under this Agreement. These contingencies exist for the sole benefit of the BUYER and BUYER shall be entitled to waive any or all of them, or any portion of them.

12. ADJUSTMENTS. Taxes and any other assessments and utility charges shall be prorated at the date of closing based upon the latest bills received by the SELLER. In the event that the closing is prior to issuance of the tax bill for the year, the parties shall readjust the tax proration upon receipt of the tax bill for the tax year of closing.

13. ACCESS. During the term of this Agreement and until delivery of deed, the BUYER, its agent, employees and consultants may enter upon the property from time to time and upon reasonable notice to SELLER, for the purpose of making measurements, surveys, studies, design, planning and test borings; provided further that all such tests and inspections shall be located in such areas and conducted in such a manner as to minimize damage to the property. BUYER shall restore the property to its original condition upon completion of said work, normal wear and tear excepted.

BUYER assumes all responsibility for any damage, loss or injury caused or suffered by its entry on the property and agrees to indemnify and hold SELLER harmless from any claim whatsoever resulting therefrom.

14. ENGINEERING DATA, PLANS, ETC. In the event the closing hereunder does not take place for any reason, then all plans, surveys, tests, etc. prepared or held by or on behalf of BUYER shall be given to and are hereby assigned and transferred to the SELLER at no cost or expense to the SELLER.

15. NOTICES. Whenever it shall be necessary or appropriate under the provision of this Agreement that notice be given by one party to another, such notice shall be given in writing at the address as above given. Such notice shall be deemed effective when mailed or placed for delivery.

16. INTERPRETATION. This Agreement and the rights of the parties hereunder will be governed by New Hampshire law. This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter thereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally, but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, amendment or discharge is sought. The provisions of this Agreement shall bind and inure to the benefit of the SELLER and the BUYER and their respective heirs, successors and assigns. Any terms, conditions, warranties, representations, covenants and indemnities herein

which are or may be performed in whole or in part subsequent to the closing, shall survive such closing and shall not be rendered ineffectual by the passage of title.

17. **BROKERS.** BUYER and SELLER represent that they have had no contact with any real estate brokers in connection with this transaction. Each party agrees to indemnify the other against and to hold the other harmless from any cost, claim, loss, liability, damage or expense (including reasonable attorneys' fees) arising from any breach of the foregoing warranty and representation by the indemnitor. This provision shall survive the closing.

18. **CONDEMNATION.** In the event of the commencement of condemnation proceedings, or receipt of any notice of any plans for condemnation of all or any material portion of the premises, BUYER, at its election, may terminate this Agreement, receive a refund of its deposit, and this Agreement shall be null and void or may elect to proceed subject to receipt of the award. Neither party shall have any further action or liability against the other on account of this Agreement whatsoever. If BUYER decides to continue with the transaction, SELLER agrees to assign any claims or proceeds of the condemnation of the PREMISES to BUYER at closing.

19. **SUBSEQUENT EVENTS.** From and after the date hereof SELLER shall give prompt written notice of any notice or information received by SELLER of the occurrence of any event which would, or with the passage of time would, prevent the SELLER from performing its obligations hereunder and constitute a breach of warranty or representation. SELLER shall promptly use their best efforts to correct or eliminate same. Each party shall furnish to the other evidence satisfactory to their counsel of the authority of the party to enter into this transaction and of the authority of the person executing this Agreement and any closing documents on behalf of the parties.

20. **ACCEPTANCE BY SELLER.** This Agreement must be accepted by SELLER on or before June 1, 2019, otherwise BUYER'S offer shall be null and void and of no further force and effect. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same instrument.

**[SIGNATURE PAGE TO FOLLOW]**

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (date upon which the last of the parties hereto has signed.)

**SELLER**

Town of Exeter, formerly known as  
The Exeter Water Works

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
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Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER**

Exeter Hospital, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

DRAFT

356

356

\$ .55  
rev.

EXHIBIT A

Book 1047 Page 0356

Know all Men by these Presents,

THAT The Exeter Hospital, a corporation organized under the Laws of the State of New Hampshire and having its place of business at Exeter, County of Rockingham, State of New Hampshire,

Exeter Hospital  
to  
Exeter Water Works

in consideration of One Dollar to it paid by The Exeter Water Works, a corporation organized under the Laws of the State of New Hampshire and having its place of business at Exeter, aforesaid,

Del. to  
Exeter Water Works

the receipt whereof it does do hereby acknowledge, have given, granted, bargained, sold, and conveyed and do for itself and its suc-<sup>cessors</sup> by these presents, give, grant, bargain, sell, and convey unto the said The Exeter Water Works, its successors heirs and assigns, forever.

A certain tract of land situate in said Exeter on the Easterly side of a certain right of way leading from the Northerly side of Highland Street over land of Exeter Water Works (to be conveyed to the grantor) and land of Florence W. Walsh in a North-easterly direction to land of Lyman E. Collishaw and being bounded as follows:

Beginning at a stone post at the Southwesterly corner of the granted premises on said right of way at a point 162.4 feet Northeasterly of a stone post at the Southwesterly corner of other land of grantor at said Highland Street and then running North 22 degrees 48 minutes East 155.1 feet along said right of way to a stone post at said Collishaw land; thence turning and running South 62 degrees 47 minutes East 90.1 feet by said Collishaw land to a point at other land of grantor; thence turning and running South 18 degrees 22 minutes West 148.6 feet by said other land of grantor to a point; thence turning and running still by other land of grantor North 67 degrees 12 minutes West 101.3 feet to the stone post at the point of beginning.

Being a part of the premises acquired by grantor by deed of Florence W. Walsh recorded in Rockingham Registry of Deeds,

The grantee by accepting this deed, as a further consideration for the premises hereby conveyed, covenants for itself, its successors and assigns, that it will not erect any structure of any kind or description or any part thereof upon the premises hereby conveyed within a distance of thirty feet from the boundary lines of said premises abutting upon other premises of the grantor, and it covenants further that no structure shall be erected upon the premises except a standpipe or reservoir for the storage of water of said grantee. In the event of a breach of covenant by the grantee, its successors or assigns, the grantor may, by its agents and without process of law, enter upon the granted premises and remove such structure without liability for damages or other injury occasioned thereby.

Conveying also the right of grantor over the right of way Westerly of the granted premises and other premises of grantor as conveyed to Exeter Hospital Inc. by Florence W. Walsh, the same and to hold the aforesaid premises, with all the privileges and appurtenances thereto belong- ing to the said grantee, its successors and assigns to their use and behoof forever. And it does do covenant with the said grantee its succe-<sup>ssors</sup> and assigns; that it is lawfully seized in fee of the afore-described premises; that they are free of all incumbrances; that it has have good right to sell and convey the same to the said grantee in manner aforesaid; and that it and its successors heirs will warrant and defend the same premises to the said grantee its suc-<sup>cessors</sup> and assigns, forever, against the lawful claims and demands of all persons, whomsoever.

And I -----

in consideration aforesaid, do hereby relinquish ----- right of dower in the before mentioned premises. And we, and each of us, hereby release our several rights of Homestead in said premises, under and by virtue of any law of this State. In witness whereof The Exeter Hospital by its president, William A. Young, has day of May in the year of our Lord one thousand nine hundred and forty-six. SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

Frances T. Kusiak

The Exeter Hospital  
By William A. Young (L.S.)  
Its President

STATE OF NEW HAMPSHIRE, Rockingham ss. May 17th, 1946.

Then the above named William A. Young, president of Exeter Hospital, personally appearing, acknowledged the above instrument to be his free act and deed of the Exeter Hospital.

Before me,

..... Frances T. Kusiak ..... Justice of the Peace.

Received and recorded MAY 28, 3:45P.M. 1946

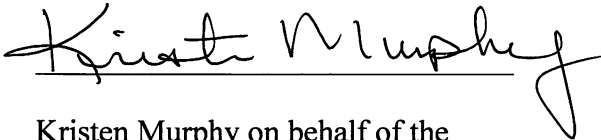
..... John W. L. ... Registrar.

**TOWN OF EXETER  
CONSERVATION COMMISSION MEMORANDUM**

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Date: August 14, 2019  
To: Exeter Selectboard  
From: Kristen Murphy on behalf of the Conservation Commission  
Subject: Land Sale to Exeter Hospital (Tax Map/Lot 65/174)

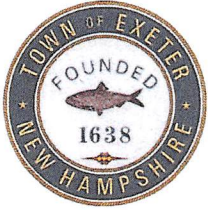
On August 13<sup>th</sup>, the Conservation Commission was presented information on the proposed sale of the town-owned parcel Tax Map 65, Lot 147. Following a presentation by Economic Development Director Darren Winham and Exeter Hospital representative Phil Chaput, the Commission voted unanimously that they have no objection to the sale of this property.

A handwritten signature in black ink that reads "Kristen Murphy". The signature is written in a cursive style and is positioned above a horizontal line.

Kristen Murphy on behalf of the  
Exeter Conservation Commission

cc: Darren Winham, ED





# TOWN OF EXETER

## *Planning and Building Department*

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

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

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**Date:** August 16, 2019

**To:** Planning Board

**From:** Dave Sharples, Town Planner

**Re:** Exeter Hospital – Request for Recommendation for Land Sale of Town-owned property

Attached please find a request from Economic Development Director Darren Winham on behalf of the Exeter Hospital to be placed on the Board's agenda for the consideration of procuring a recommendation from the Board regarding the purchase of a town-owned property, Tax Map Parcel #65-147, which is located directly adjacent to the existing hospital property.

Site maps and an aerial photograph depicting the location of the subject parcel and surrounding properties have been provided for your review. Also attached please find a draft Purchase & Sale Agreement and the existing deed for the subject property.

As noted in the e-mail from Mr. Winham dated 7/23/19, the RSAs require that a recommendation from both the Planning Board and Conservation Commission be provided to the Select Board prior to the commencement of the public hearing process.

Mr. Phil Chaput, Senior Director of Facilities Planning and Project Management at the Exeter Hospital and ED Director Darren Winham presented the proposal to the Conservation Commission at their meeting earlier this week (8/13/19) and the Commission voted unanimously that they had no objection to the sale of the property. I have attached a copy of the memo from Kristen Murphy, Natural Resource Planner on behalf of the Commission.

Both Mr. Chaput and Mr. Winham will be in attendance for the presentation of this request at the Board's August 22<sup>nd</sup>, 2019 meeting.

Thank you.

enc. (7)

cc: Russ Dean. Town Manager (w/enc.)



Barbara Mcevoy <bmcevoy@exeternh.gov>

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## Re: Request for board audience

1 message

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David Sharples <dsharples@exeternh.gov>  
To: Barbara McEvoy <bmcevoy@exeternh.gov>

Mon, Aug 5, 2019 at 11:50 AM

Nevermind last email. Just saw this so all set.  
Thanks

On Thu, Jul 25, 2019 at 10:52 AM Barbara McEvoy <bmcevoy@exeternh.gov> wrote:

Hi Darren,

We have put the request on the PB 8/22/19 agenda (after the CIP wrap-up discussion). Do you expect to have anything in the way of a letter of explanation from Mr. Chaput ?? I will be mailing out meeting materials to the PB on 8/14/19, so if we can get something before then I will include it with the attachments that you have already sent. Thanks!

😊 ~~barb

On Thu, Jul 25, 2019 at 10:41 AM Kristen Murphy <kmurphy@exeternh.gov> wrote:  
Do you have a map?

On Tue, Jul 23, 2019 at 2:21 PM Darren Winham <dwinham@exeternh.gov> wrote:  
Hi Barb and Kristen:

Per our discussion, please add Phil Chaput from Exeter Hospital to the next convenient agenda for the ConCom and Planning Board. The subject is the proposed sale of a town-owned parcel (Map 65 Lot 147) to the hospital for \$50K. Attached please find documents to that end. According to NH RSA 41:14-a, the Selectboard needs recommendations from both the ConCom and Planning Board. The same RSA requires the Selectboard to "hold 2 public hearings at least 10 but not more than 14 days apart." I only mention this so that you and your respective boards know that the public will be noticed in the Selectboard phase and it thus might not be necessary to do so when Phil presents to your boards.

Thank you!

Darren Winham  
Economic Development Director  
Exeter, NH  
603.773.6122 cell  
[dwinham@exeternh.gov](mailto:dwinham@exeternh.gov)

--

Kristen Murphy  
Natural Resource Planner  
Town of Exeter  
10 Front Street, Exeter, NH 03833  
(603) 418-6452

--

**Barbara S. McEvoy**  
Deputy Code Enforcement Officer



Barbara Mcevoy <bmcevoy@exeternh.gov>

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## Fwd: Water Tower Lot (Town Map 65, Lot 147)

1 message

---

**Darren Winham** <dwinham@exeternh.gov>

Fri, Aug 9, 2019 at 8:33 AM

To: Kristen Murphy <kmurphy@exeternh.gov>, Barbara Mcevoy <bmcevoy@exeternh.gov>

I know it's late but please feel free to add this to your packets.

Cheers!

Darren

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

From: **Chaput, Philip** <PChaput@ehr.org>

Date: Thu, Aug 8, 2019, 16:36

Subject: Water Tower Lot (Town Map 65, Lot 147)

To: dwinham@exeternh.gov <dwinham@exeternh.gov>

Hi Darren,

Hope all is well.

Attached are two drawings that shows the water tower lot; one larger view and one close up. On the drawings we have indicated, generally, where the new Facilities building would go – along the side of the lot facing the hospital.

Per our earlier discussions, Exeter Hospital's goal is to purchase the property and merge it into the main hospital lot. Sometime in the future the hospital may opt to get the land permitted for the construction of a Facilities building which would provide space for Facilities offices and equipment needed to support the hospital.

I am available whenever needed to meet with the various boards and/or commissions.

Thank you.

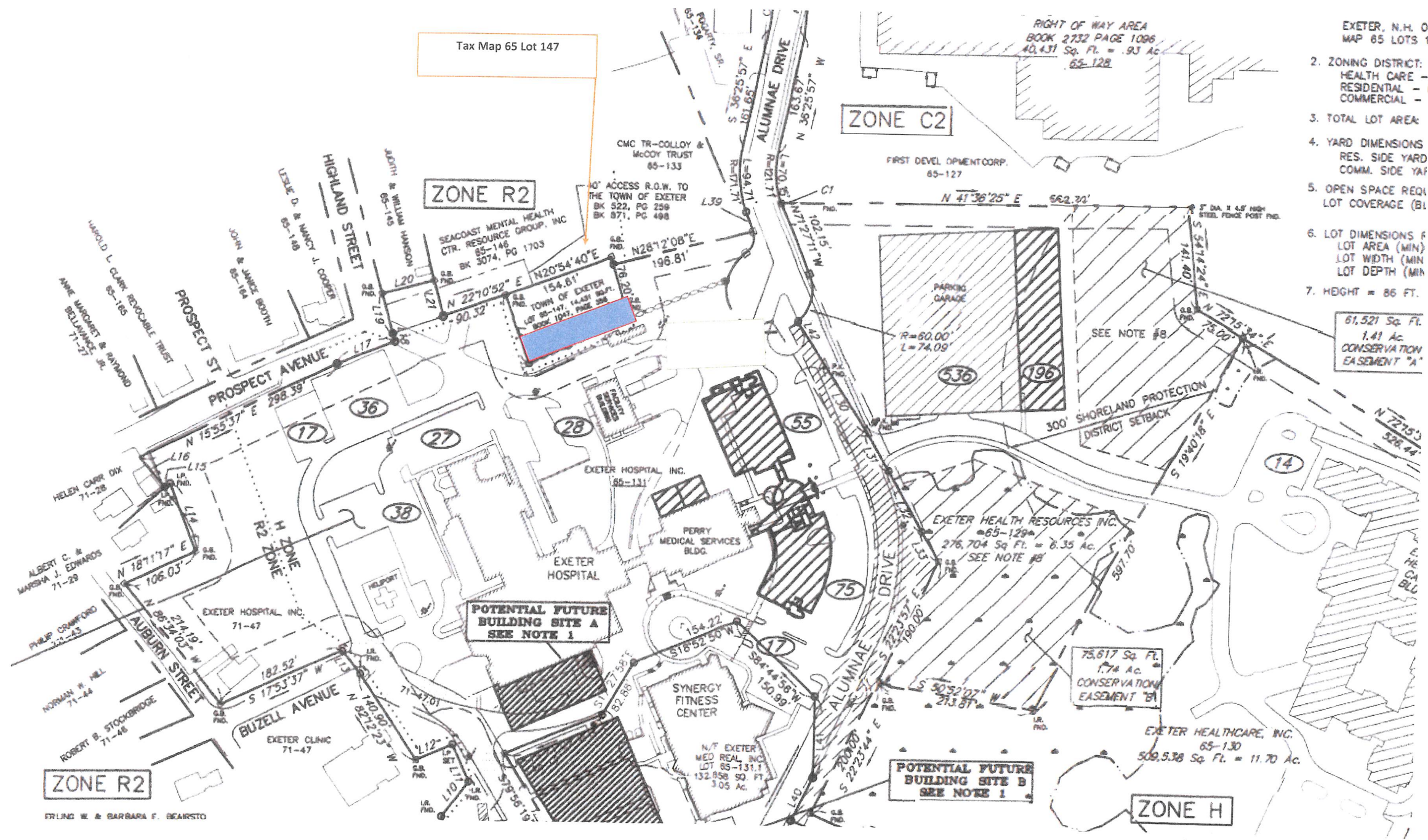
Phil

---

**2 attachments**







- EXETER, N.H. 0  
MAP 65 LOTS 1
2. ZONING DISTRICT:  
HEALTH CARE -  
RESIDENTIAL -  
COMMERCIAL -
  3. TOTAL LOT AREA:
  4. YARD DIMENSIONS  
RES. SIDE YARD  
COMM. SIDE YARD
  5. OPEN SPACE REQ.  
LOT COVERAGE (BL)
  6. LOT DIMENSIONS F  
LOT AREA (MIN)  
LOT WIDTH (MIN)  
LOT DEPTH (MIN)
  7. HEIGHT = 86 FT.

61,521 Sq. Ft.  
1.41 Ac.  
CONSERVATION  
EASEMENT "A"

75,617 Sq. Ft.  
1.74 Ac.  
CONSERVATION  
EASEMENT "B"

EXETER HEALTHCARE, INC.  
65-130  
509,538 Sq. Ft. = 11.70 Ac.

POTENTIAL FUTURE  
BUILDING SITE B  
SEE NOTE 1

POTENTIAL FUTURE  
BUILDING SITE A  
SEE NOTE 1

Tax Map 65 Lot 147

ERLING W. & BARBARA F. BEARSTO







Map 65-147

Legend



Google Earth

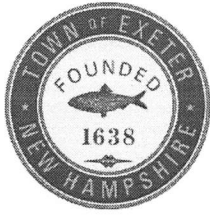
© 2018 Google

900 ft





**Exeter Hospital Merger Letter**



# 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)

August 26, 2019

Mr. Thomas J. Donovan  
Director of Charitable Trusts  
Department of Justice  
33 Capitol Street  
Concord, NH 03301

Dear Mr. Donovan,

Thank you for your time this week listening to and answering our questions relative to the merger of Exeter Hospital and Wentworth Douglass with a Massachusetts General Hospital (MGH).

Exeter Hospital has played a vital role in both the health and economy of our community since 1896. According to the Executed Affiliation Agreement, the proposed merger will promote “long-term, sustainable access to high quality health care service.” The Town of Exeter Select Board is very encouraged by this proposed merger and looks forward to the new organization continuing to be an advocate for our community’s health and welfare.

Exeter Hospital is the third largest taxpayer in our community and is also one of the largest landowners in our town. The Select Board encourages your office to promote the idea of adequate representation from Exeter citizens on the newly formed Board of Directors. Understanding our community needs firsthand is paramount to keeping our community healthy and vibrant.

The Town of Exeter Select Board encourages this newly formed healthcare system to use endowment funds for the direct care benefit for Exeter Area citizens. We understand that much of the endowment money may be used to renovate existing infrastructure. The Select Board encourages the new organization to partner with Exeter citizens to ensure that the surrounding neighborhoods are not adversely affected but rather are enhanced by any renovations and expansion. We can establish a stronger and healthier community by working together.

An example of the importance of the new organization’s understanding of our town is a scenario that is presently taking place with a hospital property. There is a home within our Historic District that is owned by Exeter Hospital which they intend to demolish and leave an open lot. The problem is that that home has acted as a buffer between the hospital and the neighborhood. If the proposed demolition comes to fruition, the hospital will be part of our Historic District and one of the most important gateways into our town. The Select Board encourages the hospital to consider the implications of how the proposed demolition will adversely affect the homeowners along High Street’s Historic District both visually and financially. Perhaps endowment funds could play a role in making the new organization a steward to this history by helping the community restore a home to its original charm.

The desire of the Exeter Select Board is that the proposed merger will maximize the preservation of Exeter Hospitals’ original charge to “improve the health of the community”. We feel that this includes maintaining local control of the assets of Exeter Hospital which may warrant consideration of creating a new Board of Directors. The Select Board will continue to keep Exeter Hospital, MGH and the State of NH accountable to the citizens of Exeter.



Thank you for considering.

## Permits and Approvals



# 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)

August , 2019

Drinking Water and Groundwater Trust Advisory Commission  
c/o Ms. Erin Holmes, Administrator  
Drinking Water and Groundwater Trust Fund  
Department of Environmental Services  
P.O. Box 95  
Concord, NH 03302-0095

Re: Source Water Protection Grant  
Drinkwater Road Groundwater Supply  
Exeter, NH

Dear Advisory Commission Members:

The Town of Exeter, through its Water Department, completed a Grant Eligibility Application to the NH Drinking Water & Groundwater Trust Fund (DWGTF) for grant funding to assist in purchase of the a parcel off Drinkwater Road (Map 107, Lot 3), which has been identified as a future water supply source (Drinkwater Road Groundwater Supply) for the Town. In a July 18, 2019 meeting, the Source Water Protection Grant Program Subcommittee determined that the project is eligible to apply for a future water source grant. In letters dated August 7 and 16, 2019, the DWGTF noted that the next step is to submit a complete funding application. One of the requirements for supporting information is a letter from the “governing body”, which in Exeter’s case is the Select Board, in support of the application.

This letter shall serve as notification to the DWGTF of the support of the Exeter Select Board for the subject grant application. For many years the Town of Exeter has worked diligently to improve, increase, and diversify our water supply sources. This effort has led to the rehabilitation of two abandoned groundwater supply sources (Stadium and Gilman Wells), construction of the Lary Lane Groundwater Treatment Facility, and an on-going investigation to identify additional groundwater supplies, all of which supplement our surface water supply sources (Exeter Reservoir and Exeter River).

The Drinkwater Road Groundwater Supply site was identified in the early 1980s as a promising future groundwater supply site. It was not developed at that time due to the expense of developing and connecting this source to the Exeter Water System. However, increasing development pressure makes it critical to protect our limited groundwater supply sites. The location of the site is shown on the attached **Figure 1**. As shown, there are already three Town-owned parcels which have been placed in conservation. Protection of the subject parcel will add to the conserved area in this part of town. All of these parcels in conservation are within the Exeter River Watershed. Thus, protecting this parcel serves the dual role of providing a groundwater supply site, and adding protection for recharge reaching the

Exeter River, one of our surface water supply sources. Also as shown, there are Prime Wetlands on the subject parcel which will receive increased protection as a groundwater supply site.

Attached as **Figure 2** is an excerpt from the Exeter Master Plan showing and briefly describing Exeter's aquifers. As shown, the subject parcel falls within the Cove Aquifer, Exeter's largest and most prolific aquifer. It is also within one of the most transmissive portions of the aquifer as designated by the dark purple coloring. This aquifer is included in the Aquifer Protection Overlay District as shown on the attached zoning map of the Town of Exeter.

To summarize, for the reasons of protection of a future groundwater supply, protection of recharge reaching our current surface water supply, providing a greater contiguous area of conserved land in the Exeter River Watershed and protection of Prime Wetlands, the Exeter Select Board is in full support of the grant application for purchase of the Drinkwater Road Groundwater Supply site.

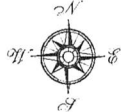
This letter was approved for submittal by a vote of the Exeter Select Board on August 26<sup>th</sup>, 2019. Please contact us with any questions.

Very truly yours,

Kathy Corson, Chairperson  
Exeter Select Board

# Drinkwater Rd - Exeter WHPA

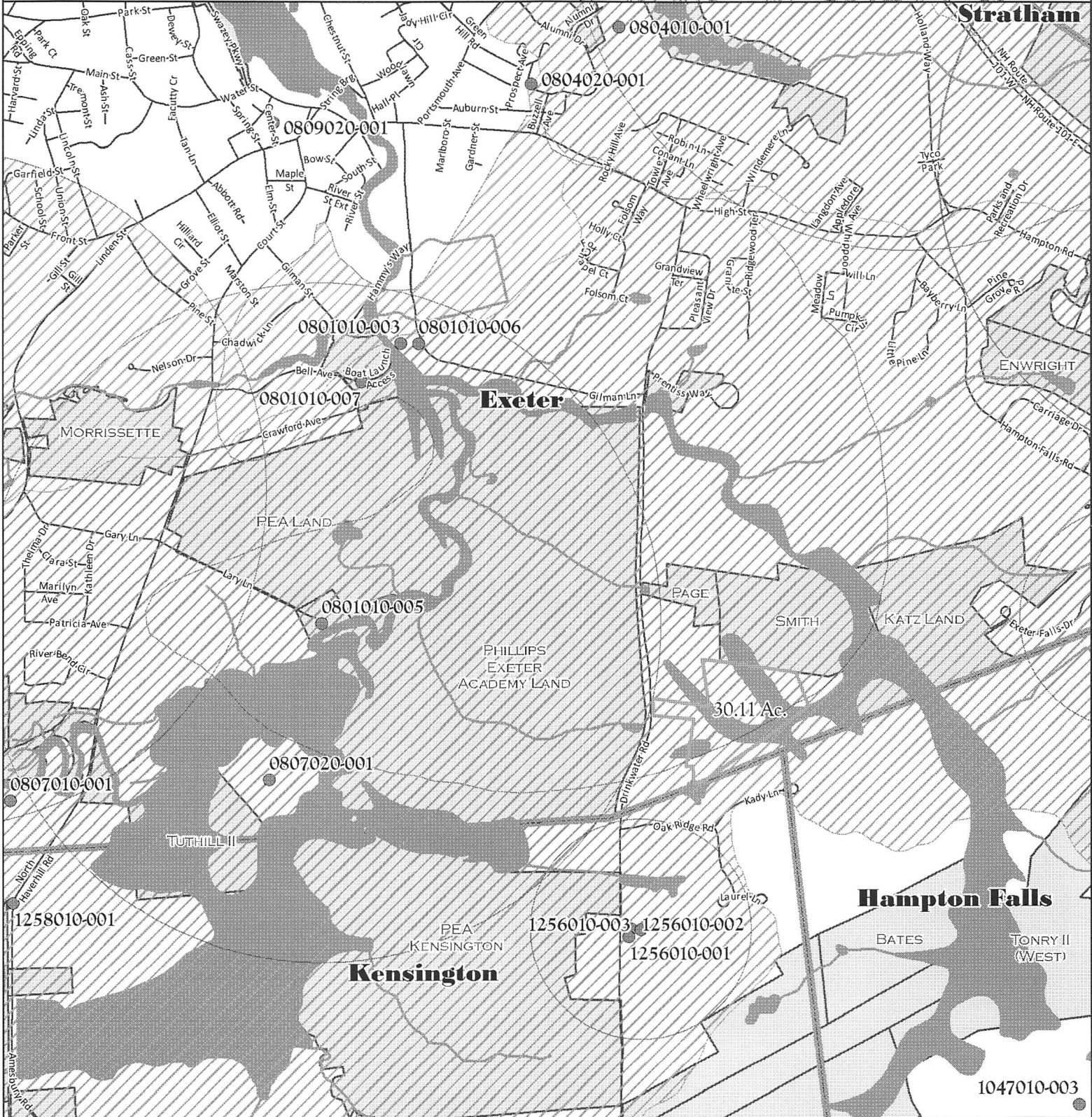
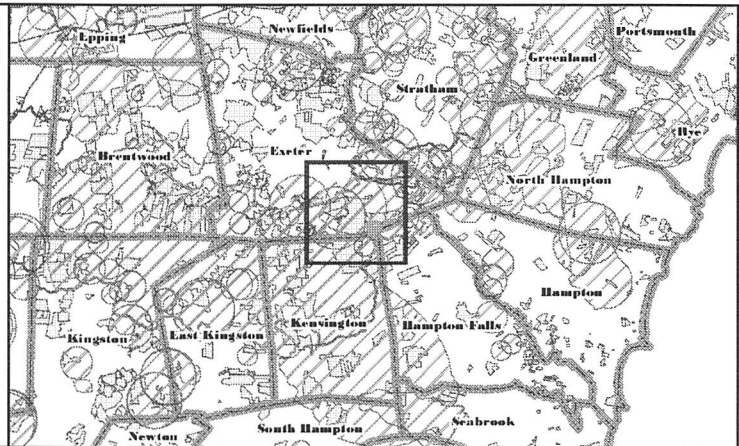
-  Drinkwater Rd Proposed Conservation Lands
-  Conservation Lands
-  Wellhead Protection Areas
-  Hydrologic Areas of Concern
-  Public Water Supply Wells
-  Hydrography
-  Town Boundaries
-  Roads

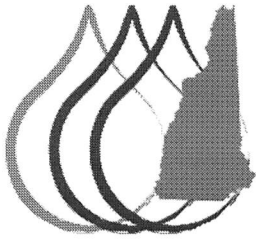


The coverages presented are under constant revision as new sites or facilities are added. They may not contain all of the potential or existing sites or facilities. NHDES is not responsible for the use or interpretation of this information. Not intended for legal purposes.



7/15/2019





## NEW HAMPSHIRE DRINKING WATER & GROUNDWATER TRUST FUND



### Commission Members

**Senator Chuck Morse**, Chair

**Rep. Chris Christensen**, Vice  
Chair

**Senator Daniel Feltes**, Clerk

**Rodney Bartlett**, Public Member

**William W. Boyd, III**, Town  
Council Member

**Bruce Bretton**, Town Selectman

**Clark B. Freise**, Governor's  
Designee

**Andrea Kenter, P.G.**, Public  
Member

**Dorothy Kurtz**, Public Member

**Rachel Miller**, NH State Treasury

**Lisa Morris**, Division of Public  
Health

**David Paris**, NH Water Works  
Association

**Rick Russman**, State or Regional  
Land Trust Member

**Paul Sanderson**, NH Fish and  
Game Department

**Bernie Rousseau**, Public  
Member

**Robert R. Scott**, NH Department  
of Environmental Services

**Suzanne Smith**, House of  
Representatives

**Tim Vadney, P.E.**, NH Water  
Pollution Control Association

**Christopher S. Way**, NH  
Economic Development

August 7, 2019

Matt Berube  
Exeter Water Department  
13 Newfields Road  
Exeter, NH 03833

Subject: 2019 Drinking Water and Groundwater Trust Fund (DWGTF) Grant eligibility application for Drinkwater Road Groundwater Supply project

Dear Mr. Berube:

On July 18, 2019, the Source Water Protection Grant Program Subcommittee of the Drinking Water and Groundwater Trust Fund Advisory Commission (Subcommittee) determined that the eligibility application for the Drinkwater Road Groundwater Supply project demonstrates that the project is eligible to apply for a grant as a future source. In accordance with the DWGTF Rules for Source Water Protection Grants, adopted in March 2019, because the project is eligible as a future source, the costs previously incurred by the Town presented in Michael Metcalf's July 18, 2019 email to Paul Susca, if substantiated, may be used to partially satisfy the applicant's match requirement.

Based on the preliminary estimate of \$500,000 for eligible land protection costs, this project would be eligible for a grant of up to \$250,000. After applying the \$153,000 in costs already incurred toward the 50% match amount of \$250,000, the maximum grant amount would be \$403,000. Note that NHDES refers to this project as "Drinkwater Road – Exeter WHPA." Please review the enclosed map and let us know whether it accurately depicts your project.

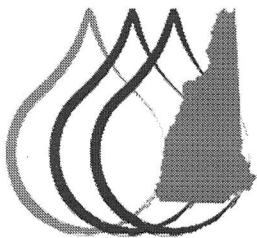
The next step is to submit a complete funding application, the form for which can be found at [https://www4.des.state.nh.us/nh-dwg-trust/?page\\_id=98](https://www4.des.state.nh.us/nh-dwg-trust/?page_id=98), by **September 13, 2019**. Please contact Paul Susca at [paul.susca@des.nh.gov](mailto:paul.susca@des.nh.gov) or 603-271-7061 if you have any question regarding this eligibility determination.

Sincerely,

Erin Holmes  
DWG Trust Fund Administrator, MtBE Remediation Bureau

Enclosure: Map of Drinkwater Road – Exeter WHPA project





## NEW HAMPSHIRE DRINKING WATER & GROUNDWATER TRUST FUND



### Commission Members

Senator Chuck Morse, *Chair*

Rep. Chris Christensen, *Vice Chair*

Senator Daniel Feltes, *Clerk*

Rodney Bartlett, Public Member

William W. Boyd, III, Town Council Member

Bruce Bretton, Town Selectman

Clark B. Freise, Governor's Designee

Andrea Kenter, P.G., Public Member

Dorothy Kurtz, Public Member

Rachel Miller, NH State Treasury

Lisa Morris, Division of Public Health

David Paris, NH Water Works Association

Rick Russman, State or Regional Land Trust Member

Paul Sanderson, NH Fish and Game Department

Bernie Rousseau, Public Member

Robert R. Scott, NH Department of Environmental Services

Suzanne Smith, House of Representatives

Tim Vadney, P.E., NH Water Pollution Control Association

Christopher S. Way, NH Economic Development

August 16, 2019

Matt Berube  
Exeter Water Department  
13 Newfields Road  
Exeter, NH 03833

Subject: **Revised notification of eligibility** - 2019 Drinking Water and Groundwater Trust Fund (DWGTF) Grant eligibility application for Drinkwater Road Groundwater Supply project

Dear Mr. Berube:

By letter dated August 7, 2019 letter (enclosed) regarding the subject grant application, this program indicated that the maximum grant amount for this project would be \$403,000. After a close review of the DWGTF Rules for Source Water Protection Grants, adopted in March 2019, and consulting with the Drinking Water and Groundwater Advisory Commission and the Attorney General's Office, NHDES has determined that the \$153,000 cost incurred by the water system in investigating and evaluating the subject parcel should be added to the estimated land protection costs of \$500,000 for a total project cost of \$653,000. The maximum grant amount would be 50% of that total project cost, \$326,500, assuming the estimated project costs do not change.

The next step is to submit a complete funding application, the form for which can be found at [https://www4.des.state.nh.us/nh-dwg-trust/?page\\_id=98](https://www4.des.state.nh.us/nh-dwg-trust/?page_id=98), by **September 13, 2019**. Please contact Paul Susca at [paul.susca@des.nh.gov](mailto:paul.susca@des.nh.gov) or 603-271-7061 if you have any questions regarding this eligibility determination.

Sincerely,

Erin Holmes  
DWG Trust Fund Administrator, MtBE Remediation Bureau

Enclosure: Letter from Erin Holmes to Matt Berube dated August 7, 2019

Cc: Paul Susca, DWGB, NHDES

**TOWN OF EXETER  
MEMORANDUM**

TO: Russ Dean, Town Manager

CC: Doreen Chester, Finance Director

FROM: Greg Bisson, Director of Parks and Recreation

RE: Additional services-Recreation Park Design and Engineering

DATE: 08/26/2019

---

Exeter Parks and Recreation is recommending authorizing Tighe and Bond to conduct a boundary survey for the Recreation and Park Design and Engineering. The cost of these additional services \$15,100 plus expenses outlined in the addendum. After performing the topographical survey and researching the Rockingham Registry of Deeds, some inconsistencies with the boundaries of the recreation park and the adjacent parcels were discovered. This survey would update the property boundaries as well as settle any question with the registry of deeds. The results for the would give Tighe and Bond the correct information to finish the layout for the design for the proposed Recreation Park Project.

**Motions:**

**To make a motion to allow the Parks and Recreation Department to expend \$15,100 plus expenses out of Recreation Park Design and Engineering account, and to authorize the Town Manager Russ Dean to be the signatory on the addendum.**

Respectfully,

Greg Bisson  
Director  
Exeter Parks and Recreation



E-0611-006

August 21, 2019

Mr. Greg Bisson  
Park & Recreation Director  
Town of Exeter  
32 Court Street  
Exeter, NH 03833

**Re: Amendment #1 for Professional Engineering Services  
Exeter Recreation Park  
Exeter, New Hampshire**

Dear Greg:

As requested, please find our Contract Amendment #1 for additional boundary survey at Recreation Park in Exeter, NH. This Amendment is for additional services to our previously approved original contract dated June 17, 2019.

## **Additional Work Scope and Fees**

### **Boundary Survey**

Under this phase, Tighe & Bond will subcontract for additional boundary survey services to delineate and monument the boundary for the approximately 22-acre property designated as Map 69, Lot 4 in the Town of Exeter's Tax maps. Services under this phase will include:

- TASK I:** Research of adequate thoroughness to support the determination of the deeded boundaries of the parcel.
- TASK II:** Field survey to locate evidence of the deeded boundaries. This proposal is based on the assumption that the record monuments are observable and undisturbed.
- TASK III:** Update of the "Existing Conditions Plan". We will provide one copy of the plan in 2019 Civil3d format and a full-size pdf.
- TASK IV:** Monumentation of lot corners that are not currently monumented with either 5/8" rebar with surveyors ID cap or granite bounds. The number of monuments required is unknown at this time. We will bill the setting of monumentation as a reimbursable expense. On average the cost of materials and labor to set capped rebar is \$155 and cost to set a bound is \$310.

This proposed scope of services does not include:

1. Resolution of boundary disputes.
2. Assistance with or participation in any litigation or preparation therefore.



3. Surveyor's report.
4. Confined space entry.
5. Application or presentation for any Municipal, State, or Federal permits or approvals.
6. Preparation of a plan suitable for recording at the Registry of Deeds.
7. Underground utility marking SUE.
8. Cost for return trip to site due to conditions beyond our control. For example, a vehicle parked over a manhole preventing location.

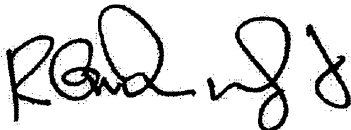
We estimate a budget of **\$15,100, plus reimbursable expenses** to perform these additional services.

Work under Contract Amendment #1 will be performed and invoiced per the Terms & Conditions of our original contract with the Town of Exeter.

Receipt of this signed Amendment will act as our authorization to proceed with these additional services.

If you have any questions or need additional information, please feel free to contact me

**TIGHE & BOND, INC.**



R. Gordon Leedy, Jr., AICP  
Project Manager



Bradlee Mezquita, P.E.  
Vice President

Enclosures

**ACCEPTANCE:**

On behalf of the Town of Exeter, New Hampshire, the scope, fee, and terms of this Amendment #1 are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**SUBJECT: 2019 COASTAL RESILIENCE MUNICIPAL PLANNING GRANT PROGRAM, MORE INFORMATION AND SCOPE ADJUSTMENTS REQUESTED**

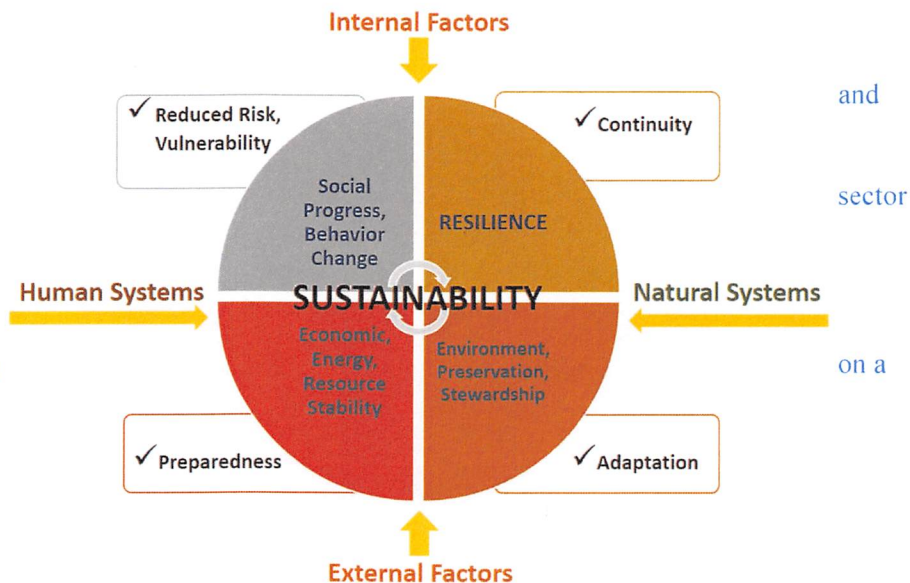
**Attachment: 2019 Coastal Resilience Municipal Planning Grants: Proposal Comment Summary**

**Proposal Title: Exeter Sustainability Advisory Committee: Charting a course for the Sustainability Office**  
**Applicant: Exeter Select Board**

The following comments should be addressed in a revised proposal (limit to an additional 3 pages on top of original proposal) submitted to the NHDES Coastal Program:

A. Reviewers request more detailed discussion of how coastal resilience will become part of the Sustainability Office/committee mandate (i.e. Will the Sustainability Office mission explicitly mention climate change resilience? Will the Office name be changed to Sustainability and Resilience Office? What kinds of resilience-related tasks might the Sustainability Office tackle?). While reviewers recognize that the Sustainability Office will have a wide range of core focus areas, the review team must ensure that the scope of this particular project has a clear focus on coastal resilience if funding is granted.

Coastal Resilience will be a primary function of the Sustainability Office (SO) mission work plan with support from the Sustainability Advisory Committee (SAC). Coastal Resilience is one of a multi-sector approach to achieve sustainability (e.g. social, economic, environmental, resilience). Coastal Resilience intersects with all other sectors on a wide range of issues, shared outcomes, factors and systems (as depicted in the graphic at right).



For example, resilience goals may include, but not be limited to, planning for and implementing: climate ready infrastructure, climate ready services and facilities, emergency preparedness, natural resource protection, historic preservation, human health, equity and underserved populations, flood avoidance, stormwater management and implementation of LID, public outreach and engagement, partnering with the businesses and Chamber of Commerce, and advocating for resilient land development standards. The Sustainability Office (SO) mission and work plan will identify resilience goals with specific objectives and outcomes to achieve resilience across all sectors.

**Example:** Exeter’s historic district lies within the tidal extent of the Squamscott River and in the Exeter River floodplain. As identified in the Coastal Risk in the Seacoast Vulnerability Assessment (RPC, 2017), many historic assets and resources could be severely impacted by future sea-level rise, storm surge and extreme precipitation events. **Action #1:** The SO will work with the Historic District Commission and Heritage Commission to identify strategies to reduce risk and vulnerability and increase resilience in the District. **Action #2:** The SO will coordinate on climate change adaptation and resilience planning with Phillips Exeter Academy (the largest single landowners in the Exeter River floodplain/coastal area/historic district) and its Sustainability Office. **Action #3:** The SO will utilize data from the town’s FEMA Community Rating System evaluation to



identify and prioritize climate adaptation and resilience actions for high risk flood areas and infrastructure impacts. **Action #4:** The SO will work with the Economic Development Director to identify strategies to ensure continuity and resilience for businesses in the Historic District impacted by coastal flooding.

B. Reviewers find the tasks outlined in the proposal lack detail and focus, making it difficult to evaluate the merits of the project. Please address with more detail.

The tasks outlined in the proposal were identified based on category of tasks (e.g. meetings, document preparation, outreach), their associated benchmarks for completion, and funds allocated to produce the proposed deliverables for each task. Project details, objectives and deliverables were more fully described in other sections of the proposal. Below are the requested task details which have been vetted by the SAC but remain preliminary pending more detailed discussion between the SAC and RPC to finalize a more detailed work plan and associated tasks.

Task	Task Description	Description
1	Convene kick-off meeting and monthly meetings with Sustainability Advisory Committee (SAC)	The SAC met twice in July and for a third time on August 14, 2019. The SAC is in the process of selecting a regular meeting schedule and briefly discussed formation of subcommittees. The RPC will meet with SAC once per month unless otherwise assigned to other tasks by the SAC. All SAC and subcommittee meetings are televised and minutes posted on the town website as well as supporting materials posted to the SAC webpage for public access and dissemination of information.
2	Prepare draft and final Situation Assessment	The Situation Assessment and Needs Assessment will be developed in parallel with separate but complementary elements and become a chapter in the final project report. RPC will compile the Situation Assessment and work with the SAC and solicit public input to add more details to the Needs Assessment as described in section D below.
3	Prepare draft and final Needs Assessment	
4	Convene a public forum to discuss Situation Assessment, collect input for the Needs Assessment; utilize PublicInput.com social media tools to assist with this Task	The SAC will select the delivery mechanism for the public forum(s) (workshop, open house, etc) or select another method to accomplish public outreach and engagement in combination with RPC's PublicInput.com tools (preference surveys, opinion polls, personal stories). Printed surveys/input forms will be placed in public facilities. Opportunity to comment will be widely publicized to all audiences across town.
5	Prepare draft mission and work plan for the Sustainability Office	The Situation/Needs Assessment will inform preparation of the SO mission and work plan. Review and revisions will occur during and between SAC meetings. The SAC may hold a public hearing to endorse the SO mission and work plan with final adoption by the Select Board. See comments under tasks 2-3 and section D.
6	Finalize mission and work plan for the Sustainability Office	
7	Source grants and funding sources; prepare up to 1 grant application	The SAC is interested in applying for a UNH Sustainability Fellow for 2020; RPC will prepare this application.
8	Compile sustainability and resiliency materials and post to website with final deliverables	Administrative support for the SAC since they do not have such support from the town. SAC members have already compiled many resources. A Sustainability webpage is active on the town's website at <a href="https://www.exeternh.gov/bcc-sa">https://www.exeternh.gov/bcc-sa</a> where these and other project materials will be posted.
9	9a) Provide public input opportunities to review and provide feedback on draft SAC and SO goals, strategies and action plans. 9b) Create a public information campaign focused on how public actions and choices influence/shape sustainability at the community level.	This campaign will be developed with RPC and the SAC and likely a SAC subcommittee. Goals are to inform the public about S) goals and plans, engage and organize the public in volunteer groups to work on projects, and grow community capacity and support for sustainability initiatives.
10	Prepare Semi-Annual Reports	Administrative support
11	Prepare and Submit Final Report	Administrative support



C. The review team also agreed that the scope seems unfocused and as a result perhaps too ambitious for the budget and timeline. Please address with more attention given to the design of the project process. The review team suggests focusing this project to create a mission and strategic plan for the Sustainability Office.

The SAC was only fully appointed by the Exeter Select Board on July 15, 2019. The SAC held their first meeting on July 30, 2019, after the grant proposal submission deadline, therefore tasks in the proposal were not described in great detail without input and vetting by the SAC. The SAC has since reviewed and approved the revised proposal scope, tasks and deliverables which have been refocused toward creating a mission and strategic plan for the Sustainability Office (SO). See revised process details in the table in section B above. Given the amount of research completed by the Sustainability Office Advocates citizens group (see section D, several SOA members are SAC members now), the proposed deliverables will be completed within the budget and project timeframe. 1) The Sustainability Advisory Committee has a draft "charge" created by the Select Board upon adoption of the warrant article to create the committee and the SO. The SAC is currently rewriting its mission and charge with input from RPC and Dave Sharples, Town Planner. Developing the SO mission and strategic plan will be the first task of the SAC and essential for the SAC and SO to work collaboratively and in a coordinated manner. When appointed, the SO staff will be an experienced professional who will develop a more detailed long-term work plan in coordination with elected officials, departments, staff and others. 2) The immediate task for the SAC is to work with the Budget Committee to establish the SO including a dedicated budget/salary line item, identify office space for the SO, hours for the position, a general initial work plan, and job description including roles, duties and responsibilities. The SAC's work with the Budget Committee will be their initial task as the Budget Committee begins meeting in the fall 2019, completing the town budget by January 2020 which will be on the ballot for the March 2020 town meeting.

D. The review team thinks that completing both a situational assessment and a needs assessment simultaneously may not be necessary and could be one combined task and suggests that much of the public outreach should be realigned to focus primarily on the Sustainability Office strategic planning exercise. This could involve a visioning process that establishes what the mission and work plan for the office will be.

Agree that the situation and needs assessments will be developed on parallel tracks but will be completed using different information and methods as described below. 1) The Sustainability Office Advocates group, the citizens group that submitted the petition warrant article to establish a Sustainability Office, researched and prepared a preliminary sustainability needs assessment for the town. This assessment was presented to the Select Board via a Powerpoint presentation and narrative. However, this information needs to be fleshed out in greater detail and organized into a functional document. Task 3 in the proposal will accomplish this. 2) A situation assessment is proposed to summarize data and information from previous climate change studies (C-RiSe, Exeter Stormwater Resilience, CAPE etc.), the town's evaluation of eligibility for the FEMA Community Rating System, and information from the town's Master Plan and Hazard Mitigation Plan. The situation assessment will inform the Needs Assessment and both assessments will lay the groundwork for the SO mission and work plan. The Needs Assessment will include input from elected officials, staff, boards, commissions and committees, as well as public input using PublicInput.com survey and social media platforms. Task 2 in the proposal will accomplish this. 3) The situation and needs assessments will be critical for developing the strategic plan for the SO and ensure support from the SAC will complement the SO to achieve maximum effectiveness, coordination and action. 4) The public outreach will be focused on interaction with the SAC (and elected officials, boards, commissions and committees) as they develop the SO mission and strategic plan. Outreach will include robust engagement elements which may include public input sessions/workshops, a sustainability/resilience focused film event (similar to the film event the SOA implemented in advance of the 2019 warrant article), social media messaging and public engagement events in coordination with other committee work (Conservation, Energy, Heritage etc.).

E. The review team requests clarification about which organization will be the grant recipient. It was noted that the Exeter Select Board Chair was the primary applicant, however the budget table suggests that funds will be contracted directly with the Rockingham Planning Commission and not the Town of Exeter.

The budget table was prepared assuming RPC would be the project consultant. Contracting directing with the RPC through the Coastal Program will create less administrative burden on the town. The town has agreed to this

contract arrangement.

## Correspondence



August 16, 2019

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

**Re: Turner Classic Movies Moving to Sports Entertainment Package**

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 effective October 10, 2019, Turner Classic Movies (TCM) will move to the Sports Entertainment Package and will no longer be included in its current service package(s). We are notifying impacted customers of these changes through a bill message.

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





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

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## possible spot on Select Board agenda regarding Exeter book

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**Kathleen Bailey** <ampie86@comcast.net>  
Reply-To: Kathleen Bailey <ampie86@comcast.net>  
To: pmcelroy@exeternh.gov  
Cc: rdean@exeternh.gov

Wed, Aug 14, 2019 at 11:33 AM

Good morning,

Darren Winham suggested I contact you about a possible slot on the Select Board's agenda.

I was recently approached by Arcadia Publishing about a book project, "Exeter Then and Now." The book will take historic photographs of Exeter through its 318 years of history, contrasting them with what they look like today – or what's in their spot today.

I am a freelance journalist working in the New Hampshire Seacoast for the past 35 years. I'm a former Community News Editor and staff writer for the Exeter News-Letter and Portsmouth Herald. Now semi-retired, I currently cover Brentwood, Kensington and Epping for the News-Letter.

My daughter Sheila R. Bailey will take the contemporary photographs, and I will provide the research and text.

Arcadia requires original photos scanned in, and the expense of this for a 96-page book will be costly. We are looking for original images that can be scanned in at no cost. Photos can be from any era, and photo credit will be given, along with mention on the "credits" page. Everything is worth consideration, from a family business to an historic house. Do you have a black-and-white of the corner grocery, a full-service filling station, or a shoe factory? We'd love to see it.

We are also looking for partners to subsidize the cost of obtaining rights to the photographs and scanning them.

I was a friend of the late Benjamin Swiezynski, who photographed Exeter for five decades, and the book will be dedicated to him.

Several local outlets have already agreed to carry the book and include Water Street Books, the Exeter Historical Society, the Chamber of Commerce, Trends Gift Gallery, and the American Independence Museum Gift Shop.

I am requesting a chance to present the project to the Select Board, and their television audience, in either the Sept. 9 or Sept. 23 meeting.

Please contact me at the above e-mail, or through Facebook at Kathleen D. Bailey.

Thank you,

Kathleen D. Bailey