

Select Board Meeting
Monday, September 9th 2019, 7:00 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter NH

1. Call Meeting to Order
2. Public Comment
3. Proclamations/Recognitions
 - a. Proclamations/Recognitions – EV Week
4. Approval of Minutes
 - a. Regular Meeting: August 26th, 2019
5. Appointments
6. Discussion/Action Items
 - a. Second Public Hearing: Sale of Map 65, Lot 147
 - b. Q2 Financial Report – Finance Department
 - c. Conflict Of Interest Policy
 - d. Sustainability Committee Update
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: 9/6/19 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

Proclamations and Recognitions

National Drive Electric Week

September 14-22, 2019

Whereas, petroleum-fueled vehicles are responsible for over 50% of our local greenhouse gas emissions and are a contributing factor to air pollution and climate change, threatening the health of our citizens and the sustainability of our planet; and

Whereas, the imbalance between gasoline resources and worldwide demand is escalating gasoline prices to levels that overburden commerce, hurt economic growth and cause hardship to our citizens; and

Whereas, the transportation sector needs support to move toward adoption of clean energy technology, including plug-in electric vehicles, that reduces our dependence on foreign fuels and supports a healthy environment and economy; and

Whereas, Exeter is dedicated to being a leader in the use of clean energy, establishing policies and programs that conserve energy, and promote sustainability; and

Whereas, September 14-22, 2019 has been designated as National Drive Electric Week throughout the United States of America to educate our citizens about the benefits of plug-in electric vehicles and to promote their adoption;

Now, therefore, we the Select Board of Exeter do hereby proclaim September 14-22, 2019 as "Drive Electric Week" in Exeter New Hampshire, and call upon all residents to join in supporting the aims and goals of this worthwhile effort.

Kathy K. Corson, Select Board Chair

September 9, 2019

Molly Cowan, Select Board Vice-Chair

September 9, 2019

Niko Papakonstantis, Select Board Clerk

September 9, 2019

Julie Gilman, Select Board Member

September 9, 2019

Anne L. Surman, Select Board Member

September 9, 2019

Minutes

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Select Board Meeting
Monday, August 26th 2019, 6:40 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter NH
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. Ms. Corson called the meeting to order at 6:43 PM.

MOTION: Ms. Cowan moved to enter into non-public session pursuant to RSA 91A:c-2-a: compensation and hiring. Ms. Surman seconded. By a roll call vote, all were in favor.

Board Interviews - Upon completion of the non public session, the Board interviewed Mr. Steven Geiger for a position on the Recreation Advisory Board in the Wheelwright Room.

The meeting was reconvened at 7:07 PM.

2. Public Comment

Don Clement of 5 Thelma Drive complained about the proliferation of blue directional signs in front of Gale Park, which detracts from the green space.

He would also like to put back the sign at String Bridge which marked the site of Wilson's Creek, the first mill at the falls at Exeter Squamscott in 1640. The sign was taken down temporarily two years ago. Ms. Corson said that she looked into this and discovered that the sign was on private property and the original sign is not in good shape. They could look into a new sign, but it would be \$2000 and is not in the budget yet. Mr. Clement said that he hopes that the property owners would have a sense of history and let the sign go back up. Ms. Surman asked if they'd talked to the property owners. Mr. Dean said he thinks the property owner has been asked but he will double check.

3. Proclamations/Recognitions

- a. There were no proclamations/recognitions at this meeting.

4. Approval of Minutes

- a. Regular Meeting: August 12th, 2019

Ms. Gilman said that on page 5, the motion to approve the Policy Governing the Use of Town Property should have been "withdrawn" rather than "rescinded." Ms. Surman said that on page 2 in the discussion about past fees, she meant that they should either go back and charge those who have not paid or refund those who paid.

MOTION: Ms. Cowan moved to approve the meeting minutes from August 12, 2019 as amended. Ms. Surman seconded. All were in favor.

- b. Special Meeting: August 19th, 2019

Ms. Surman said that on page 2, Mr. Papakonstantis's discussion of the purchasing agent should read "Partners," not "Harvard." Also, the speaker's name was "Zwaan," not "Zwann."

MOTION: Ms. Gilman moved to approve the meeting minutes of August 19th, 2019 as amended. Ms. Surman seconded. Ms. Cowan abstained as she was not present, and the minutes were approved 3-0-1.

5. Appointments

- a. There were no appointments at this meeting.

6. Discussion/Action Items

- a. Lincoln Street Project Updates and Parking

Jennifer Perry, the Public Works Director, said that the Lincoln Street project is substantially complete; it's paved and has new sidewalks. It hasn't been striped yet, but will be in the next week or so. There's some perennial planting to be done in September or early October. They've been getting good feedback, although there have been a few concerns about parking. They had a great team working on this. Mr. Dean recognized everyone who worked on the project, saying that it's a busy corridor and they did a great job throughout. He thanked the public for their patience. Ms. Corson thanked the business owners for their patience as well.

Dave Sharples, the Town Planner, gave an update about his exploration of paid parking on Lincoln Street. The logical system in the railroad lot would be a kiosk, rather than single or double meters. There are several options for a kiosk. You can pay by space, but the pavement markings will get covered up in the winter, and you must know your space and go back to your car. You can "pay and display," where you get a ticket and go back to your car. The third option, and in his opinion the best, is pay by plate. You pay at a kiosk or on an app, and you do not have to go back to your car; the payment is tied to your license plate. He spoke to two vendors, who said the town could get away with only one kiosk there, although it could be an issue at busy times. If they did a permit system or the app, it would alleviate that issue. The quote for one kiosk was \$9,000 from Westcorps, while Network Solutions was \$15,000 but theirs may last a little longer.

He looked at a permit system, but they would always need to have an available space for a permit holder, so he felt it might be best to just do daily fee. They're looking into the finance aspect of taking in parking revenue. Enforcement is key. Currently on Lincoln Street, there's a small section that's limited to two hour parking, while the rest is all-day parking. If they institute paid parking at the train station, they'll have to change most of the other spaces to two hour parking, which must be enforced. In addition to the kiosks, they would need a handheld or vehicle mounted device to scan the license plates.

Stephan Poulin, the Chief of Police, spoke about parking enforcement, which he said has been a dilemma since the court decision that chalking is a violation of the Fourth Amendment. The Exeter Police have suspended chalking and are researching other options, such as "e-chalking" which involves taking photos and GPS coordinates. If they purchase a license plate reader, it would work in conjunction with the kiosks. There

are three major companies, and the cost is right around \$8,000. This can include cloud-based payment options for the public. The Police are in the process of hiring an enforcement officer, who will be unsworn. Ms. Corson asked if other towns do e-chalking. Chief Poulin said no, but Rye is looking into it.

Mr. Sharples said that following the Board's comments, Darren Winham visited with the business owners on Lincoln Street, who didn't have an issue with charging for parking in the train station lot. As far as charging on Lincoln Street, that's different, and at least one business wasn't in favor of it. If you do it, he suggested they should have 15 or 30 minutes free. Everyone will still have to pay by plate, because if they don't, enforcement doesn't know how long they've been there. He will get a memo on that with more detail from Mr. Winham. One benefit of pay by plate is you can leave and come back within the time and you're covered.

Ms. Cowan asked Mr. Sharples to elaborate on the difference in cost and enforcement issues between pay by plate and pay and display. Mr. Sharples said there's no real cost difference, because the kiosks are the same. Both have paper, since you still get a receipt with pay by plate. With pay and display, you have to go back to the car. At the train station, the kiosk could be 200 feet away from your car. Enforcement has to go to the window and look in to read the display. With a pay by plate scan, they can walk by and it scans the plates.

Ms. Cowan asked if there are privacy concerns with pay by plate. Chief Poulin said he doesn't believe that license plate reader would be affiliated with other databases, only checking whether the car's time is up.

Ms. Surman said that it's not fair to have paid parking for businesses on Lincoln Street and not downtown. Ms. Corson said it's imperative to take care of Lincoln Street, since there is a crisis for businesses. She asked Ms. Surman if she wanted them both done at the same time. Ms. Surman said no, but she wouldn't want there to be too much time between.

Mr. Dean said they looked at a monthly permit vs a daily fee, and the daily fee made sense as a place to start. Otherwise they'd have to reserve spots, which will make the program untenable. Ms. Corson said she doesn't want the cost to be burdensome for the ridership. Mr. Dean said if they offered monthly passes, they would sell them all and have no spaces. He felt it was better to have everyone pay the daily fee and park there if the spaces are available. Ms. Corson said she likes the monthly pass, but agrees that it's cumbersome. She asked if the kiosk could allow a discount if a user parked five days in a row or spent more than a certain amount. Mr. Sharples said he will look into that.

Ms. Corson opened the discussion to the public.

Pat Yosha, an Exeter resident, said she wants good signage, as she's tried to find parking in Portsmouth that was not clearly marked. She received a citation for parking in an area that was illegal and could only pay online, there was no address to mail it to. She cautioned that some people don't have a computer, so she wants to be able to mail it in.

Herb Moyer of Westside Drive suggested that if they were to chalk the space behind the car, it wouldn't violate the decision. Chief Poulin said it's improbable that

someone would park in exactly the same spot, but it could be challenged in court. Ms. Corson said it would involve a lot of chalk and would get confusing.

Ms. Corson thanked Mr. Sharples and Chief Poulin for their input on this issue. Mr. Dean encouraged the public to submit further comments.

b. HB495 Seacoast Drinking Water Commission

Mr. Dean said that HB495 establishes a commission on drinking water on the Seacoast, which will set long term goals and requirements for drinking water. Part of the legislation requires that each town have a representative at the table; they need to find a representative, who could be a citizen or employee. Ms. Cowan suggested Bob Kelly. Mr. Dean said they could see if there's interest from any of the Water/Sewer committee members. Ms. Cowan said she can take the issue to the next Water/Sewer Advisory Committee meeting. Mr. Dean said the representative should come back to the Select Board and report on the Commission's work.

c. Public Hearing: Map 65, Lot 147 Property Sale

MOTION: Ms. Surman moved to open the public hearing on the property sale of 65/147. Ms. Gilman seconded. All were in favor.

Mr. Dean said that several years ago the town adopted the RSA that allows the Select Board to buy and sell land and buildings. As part of the process, the Conservation Commission and the Planning Board give recommendations, and the Select Board are required to hold a public hearing and vote at a subsequent meeting to execute the sale or not. In this case, Exeter Hospital is interested in purchasing a piece of property from the town, and Darren Winham has been working with Hospital Facilities Manager Phil Shaput on the proposal. Both the Planning Board and Conservation Commission recommended the sale.

Darren Winham said the Hospital offered the town \$50,000 for this property. The former Exeter Waterworks bought this parcel from the Hospital for \$1 to build a water tower, and the Hospital put a deed restriction on it so that only a water tower could go there. The Hospital is now interested in buying back the property. Because that deed restriction is in place, there will not be much other interest in buying this property. The Conservation Commission voted unanimously in favor, except for one abstention due to that member's place on the Hospital Board. The property's value on the town website is \$108,000.

At the Planning Board meeting, Gerry Hamel pointed out that Seacoast Mental Health gave an easement to Exeter for this property, which is currently being used as parking by Seacoast Mental Health. The Hospital has agreed to take that easement out; they don't need it, since they can access from their side. Ms. Surman asked if Seacoast Mental Health knew about the right of way. Mr. Winham said he doesn't think they did, since abutters don't have to be notified. Ms. Surman said they must be clear about the right of way in their decision.

Ms. Corson asked if this property in the hospital zone, and Mr. Winham said yes, in March 2010 it went from R2 to H.

Mr. Winham said the Planning Board noted that there is a property at 110 High Street which the Hospital plans on demolishing, and the Planning Board recommended that the Select Board ask if they would do a land swap. However, the Hospital is not interested in a swap and wants to maintain this as a separate issue.

Phil Chaput, the Senior Director of Facilities Planning at the Hospital, spoke about the proposal. He said this land is $\frac{1}{2}$ of an acre, surrounded on three sides by the Hospital. They would like to eventually build a facilities office on that site, but there's no timeline. He added that absent of the right of way, it's landlocked.

Ms. Gilman said this is a sensible thing to do, since the land is not much use to the town. Ms. Cowan said she is glad to hear that other Committees have signed off. Ms. Surman said she has raised her concerns, and expects they will be addressed by the next hearing.

Ms. Corson opened the discussion to the public.

Eileen Flockhart of 7 Jacks Court questioned why the property is valued at \$50,000 by the Hospital but it's worth \$100,000. Ms. Corson responded that it's assessed at \$100,000, but that's not an appraisal. Ms. Flockhart said it's worth more than that, so they could sell it for more and use the money elsewhere. Ms. Corson said that the Hospital only offered \$50,000. Mr. Winham said they would like to get as much as possible, but no one would buy it, since they could only put a water tower on it. Ms. Corson added that it's landlocked.

Ms. Corson said there will be another public hearing on this issue September 9th.

MOTION: Ms. Surman moved to close the public hearing on the property sale of Map 165 lot 47. Ms. Gilman seconded. All were in favor.

d. Exeter Hospital Merger Letter

Ms. Corson said that at the last meeting they had Tom Donovan, director of Charitable Trusts from Attorney General's office, discuss the proposed Hospital merger with Wentworth Douglass and Mass General. She presented a draft of a letter to Mr. Donovan from the Board. There will be a hearing at the Exeter High School auditorium on September 9th from 4 - 6 PM.

Ms. Cowan said it's a comprehensive letter and seems to encompass what the Board talked about. She asked about the plan to demolish a property on 110 High Street mentioned in the letter. Ms. Corson said the Hospital has owned this property for 10 or 15 years (Ms. Surman thought 30 years), that no one has lived there for some time, and the Hospital would like to demolish it. Ms. Gilman added that the Heritage Commission recommended preserving it. Ms. Corson said that the Hospital has owned it since 2006. She suggested that they can strike that portion from the letter if the Board is not comfortable with it. Ms. Gilman said she likes the sense of community they're presenting but they could avoid mentioning the property specifically. Ms. Corson said she wants the large organization to realize that they are part of the town.

Ms. Surman said that the letter covers everything, but she wants to make it more concise and clear what the main concerns are. Ms. Corson suggested that the Board members individually send edits and she will work with Ms. Cowan as the Vice Chair to create a final version.

Ms. Gilman said that the September 9th hearing is a public hearing and they want public input. A panel of experts as well as Hospital administrators will be there. **MOTION:** Ms. Gilman moved that a letter to Tom Donovan from the State Attorney General's Office be written by the Chair and Vice Chair to be submitted as they finalize it. Ms. Surman seconded. All were in favor.

7. Regular Business

a. Tax Abatements, Veterans Credits & Exemptions

- i. There were no abatements or exemptions at this meeting.

b. Permits & Approvals

i. Sustainability Grant Follow-up

Ms. Corson discussed the Coastal Resiliency Planning Grant application. The organization had questions for the Board, which Julie LaBranche has answered, and they are looking for any questions or changes to the response.

Mr. Dean said they are discussing the form of resources that would go into sustainability, and this grant has been tweaked to reflect some ideas on that. He met with the Chair of the Sustainability Advisory Committee last Thursday, walked her through the budget process and a chart of accounts, and discussed how a position is established. He added that the Committee is rewriting its mission and charge with input from the RPC and Dave Sharples.

Ms. Corson noted that the grant discussed specifics of the Sustainability Office getting through the budget process and on the warrant in 2020, and she doesn't want to include this in the application. One goal of the committee was to assess where the town is and where they need to be on sustainability, which the grant would help with. Ms. Gilman agreed, saying they can't guarantee it will be on the 2020 Warrant. The Sustainability Advisory Committee can work with the Budget Recommendation Committee, but they don't have organizational support or outreach from a department. The SAC should go to the Town Manager first.

Mr. Dean said that funding is up to the town as part of the budget process, but the establishment of an office or a department is under the purview of the Select Board and Town Manager. Ms. Gilman said that giving the Select Board the information to make that decision to go forward with the Sustainability Office was part of the Committee's mission. Ms. Cowan said she's concerned about putting something specific in the grant that they can't meet, whereas taking it out doesn't mean they can't do it. Ms. Corson clarified that the Select Board is in full support of the grant; the grantor asked questions, and they simply want to make sure they can answer the questions.

Ms. Corson opened the discussion to the public.

Herb Moyer of Westside Drive said he's happy to hear they support the concept of sustainability, since he feels it's a key issue in our country. He asked about the value of grant, and Ms. Corson said \$10,000, matched with \$2,500 plus volunteer in-kind hours. Mr. Moyer said they allocated \$45,000 for a Sustainability officer for the town, and asked if anything beyond the grant would be a budgeted item. Ms. Corson said the grant is not for a person, but for activities. A salary would have to go through the budget

process separately. She knows that climate change is a real thing, but they need to know what to do and how Exeter can bring up the towns around them. She doesn't know whether this will be one person or a regional organization. Mr. Moyer asked what the public can do to help the process. Ms. Cowan said that the public voted, and that was a strong statement of commitment; now it must go through the process.

Mr. Dean said he's still trying to figure out what the task list is. The charge that was given to the Committee is being revised, and the Chair of the Sustainability Committee has been walked through the process of establishing positions and the compensation plan. He doesn't know if \$45,000 is the number, especially if it's full time with benefits, since that would be quite a bit more.

Eileen Flockhart of 7 Jacks Court said she's advocated for trees in town. She would like to explore the possibility of becoming a Tree City, which would help them go after other kinds of grants. It would make sense to bring this issue to the Sustainability Committee. There was a tree survey done two years ago which shows information about the benefits of trees and their positive impact on property values. There are lots of missing pieces to Exeter being a Tree City, and she's hoping that the Sustainability Committee would be a place to go to coordinate the big picture.

Ms. Corson, Ms. Cowan, and Ms. Surman were ok with taking the details of the budget process out of the response. Ms. Corson said it's something they can't guarantee. Ms. Gilman wanted to make it clear that the process is for funding for the Sustainability Committee, not necessarily the Sustainability Office. Ms. Corson asked Mr. Dean to help them tweak the language.

ii. Grant application to the MBTE fund

Jennifer Perry discussed a grant application to the Drinking and Groundwater Trust Fund, which was spun off from MBTE and other settlements. The grant would allow for the acquisition of land off Drinkwater Road, in the cove aquifer, an area the town had tested in the 1980s as a potential groundwater supply. The commission that reviewed the application said money spent in the 1980s was speculative, but would still be considered a match. This parcel is in the Exeter River Watershed, and there are prime wetlands on the site. It's known that conservation of wetlands and groundwater are mutually beneficial. She needs a letter of support from the Board to support moving forward; the application is due September 13th. Ms. Corson asked if the land is for sale. Ms. Perry said she's talked to the owner in the past, and she believes it's potentially for sale. It's prime wetland, so the best use is not for a residential subdivision. The Board thought it was fine to go forward.

MOTION: Ms. Surman moved to write a support letter to the Drinking and Groundwater Trust Advisory Commission in support of the grant regarding the source water protection grant for the Drinkwater Road groundwater supply. Ms. Gilman seconded. All were in favor.

iii. Request from Parks and Rec

Mr. Dean said that he'd had a memo from Greg Bisson asking that Tighe and Bond be allowed to do additional work for the Rec Park. There are issues with the boundaries of adjacent parcels, so they will do survey work and settle the boundaries

with the Registry of Deeds. They want to pin this down before they go further with the designs. They need \$15,100, which is within the project budget.

MOTION: Ms. Surman moved to allow the Parks and Rec Department to expend \$15,100 plus expenses out of the Recreation Park Design and Engineering account and to authorize the Town Manager Russ Dean to be the signatory on the addendum. Ms. Cowan seconded. All were in favor.

c. Town Manager's Report

- i. The Town offices are closed Monday for the Labor Day holiday.
- ii. Railroad crossing reconstruction work begins tomorrow, initially on the Main Street railroad crossing, when the detour will be to Front Street. This will take about two days, then Main Street will reopen and the Main Street crossing will serve as the detour for Front Street. This is the railroad's scheduling, and the town has no control over that timing.
- iii. Earlier this year the town had a ceremony for the USS Thresher. There will now be a ceremony in Washington DC on September 26th, and he encouraged the public to go and honor these servicemen.
- iv. The Police and Fire Study has begun, and should last 135 days. They've already visited by a quantitative analyst.
- v. The Exeter UFO Festival is this weekend. Visit ufofestival.org for a list of events.
- vi. He's working on the FY20 budget now, going over preliminary numbers and requests.
- vii. The Planning Board did adopt the CIP last Thursday night.

d. Select Board Committee Reports

- i. Ms. Gilman said she met with the Conservation Committee, where they decided they had no concerns about a proposal for a property on Prospect Street; they also heard several matters of people abusing conservation properties. She had a Demolition Review Committee public hearing about 110 High Street, and there were several objectors from the public who said the demo would damage the streetscape. The Heritage Commission made the recommendation that it should be preserved, and gave suggestions to the property owners for alternatives to demolition. In State business, they passed a bill creating a Coastal Resilience and Cultural and Historic Reserve District Commission. They need a member from the Exeter Historic District Commission, and she has been put on it already. This lets towns join together for a shared conservation district.
- ii. Ms. Surman had no report.
- iii. Ms. Corson had an Exeter River Advisory Committee meeting, and they had just been on a Great Bay tour. They discussed what Mindi Messmer said about PFOA and PFOS. At the Swasey Parkway Trustees meeting, they are working on keeping things going, talking about

benches and trees and fences. At the Planning Board meeting, they went through each of the waivers on Rose Farm and discussed the reasoning behind them.

iv. Ms. Cowan had no report.

e. Correspondence

i. A notification from XFINITY that Turner Classic Movies is moving to a different package.

ii. A note from Kathleen Bailey, who is looking for historical photographs of Exeter for a book she's writing.

8. Review Board Calendar

a. The next meeting is September 9th.

9. Non-Public Session

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

10. Adjournment

MOTION: Ms. Surman moved to adjourn. Ms. Cowan seconded. All were in favor and the meeting adjourned at 9:26 PM.

Respectfully submitted,
Joanna Bartell
Recording Secretary

Board Appointments & Resignations

September 9th, 2019

Appointment

Representative to Seacoast Drinking Water Commission

Bob Kelly (no term)

Resignation

Planning Board, Marcia Moreno-Baez, resignation from alternate member position.

Public Hearing: Second Public Hearing on Sale of Map 65, Lot 147




TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date: August 27, 2019
To: Members of the Select Board
Cc: Russ Dean, Town Manager
From: Langdon Plumer, Planning Board Chairman 
Re: Exeter Hospital – Recommendation for sale of Town-owned property

Please accept this memorandum as confirmation that the Planning Board, at its August 22nd, 2019 meeting, voted to provide the following recommendation to the Select Board regarding the request by the Exeter Hospital to purchase a Town-owned parcel, Tax Map Parcel #65-147 (located adjacent to the Exeter Hospital campus and Seacoast Mental Health properties):

“The Planning Board does not oppose the Select Board moving forward with the disposition of Tax Map 65, Lot 147 with the suggestion that the easement between Seacoast Mental Health and the Town for access be rescinded so as not to negatively impact any involved property owners. Also the Board suggests the Select Board discuss a potential land swap for 110 High Street.”

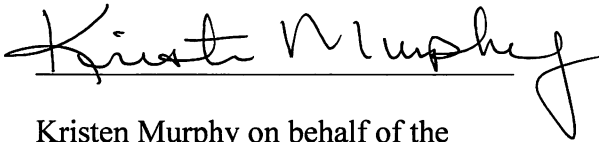
If you should have any questions, please do not hesitate to contact myself or Dave Sharples.

Thank You.

**TOWN OF EXETER
CONSERVATION COMMISSION MEMORANDUM**

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 13th, 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.

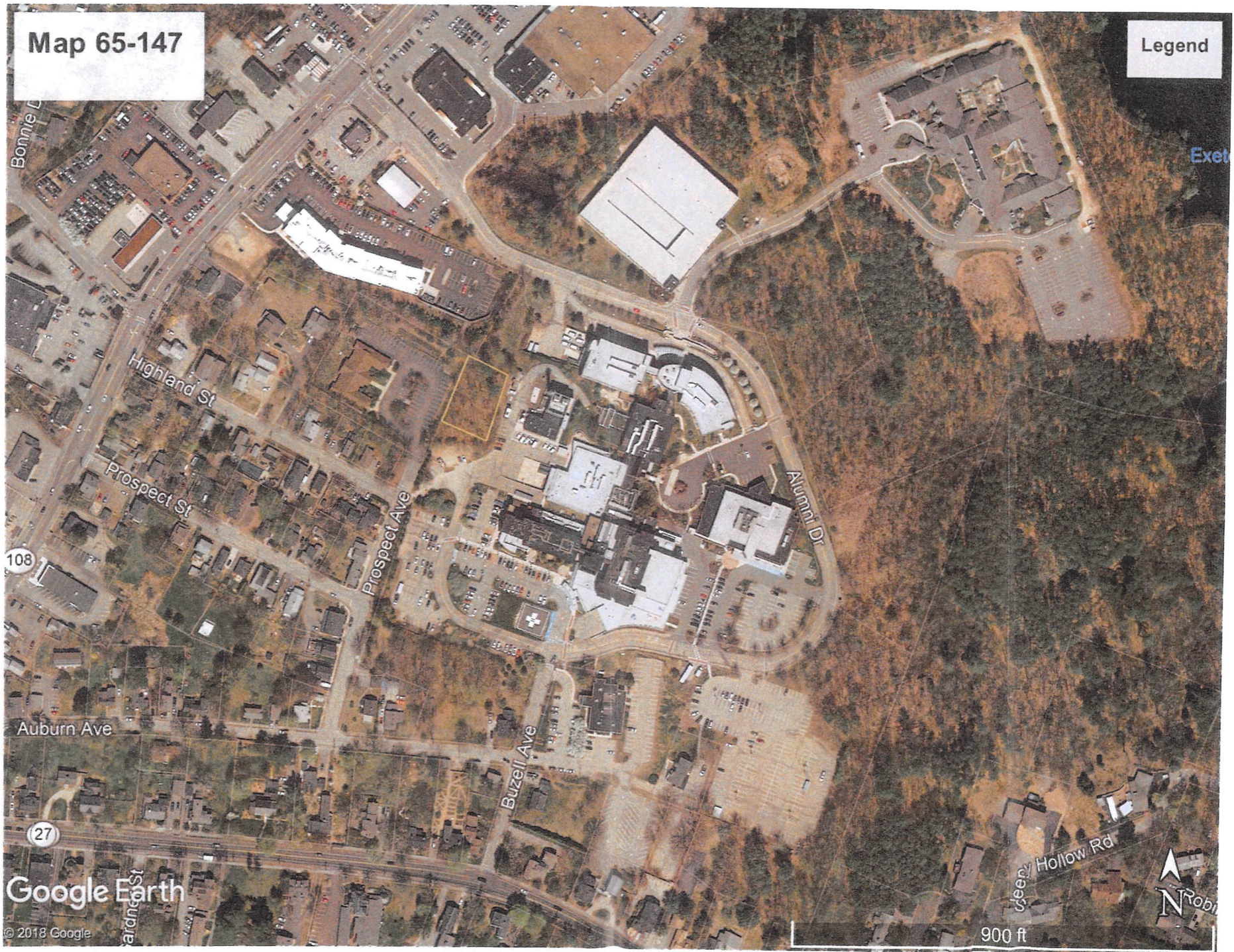
A handwritten signature in cursive script that reads "Kristen Murphy". The signature is written in black ink and is positioned above a horizontal line.

Kristen Murphy on behalf of the
Exeter Conservation Commission

cc: Darren Winham, ED

Map 65-147

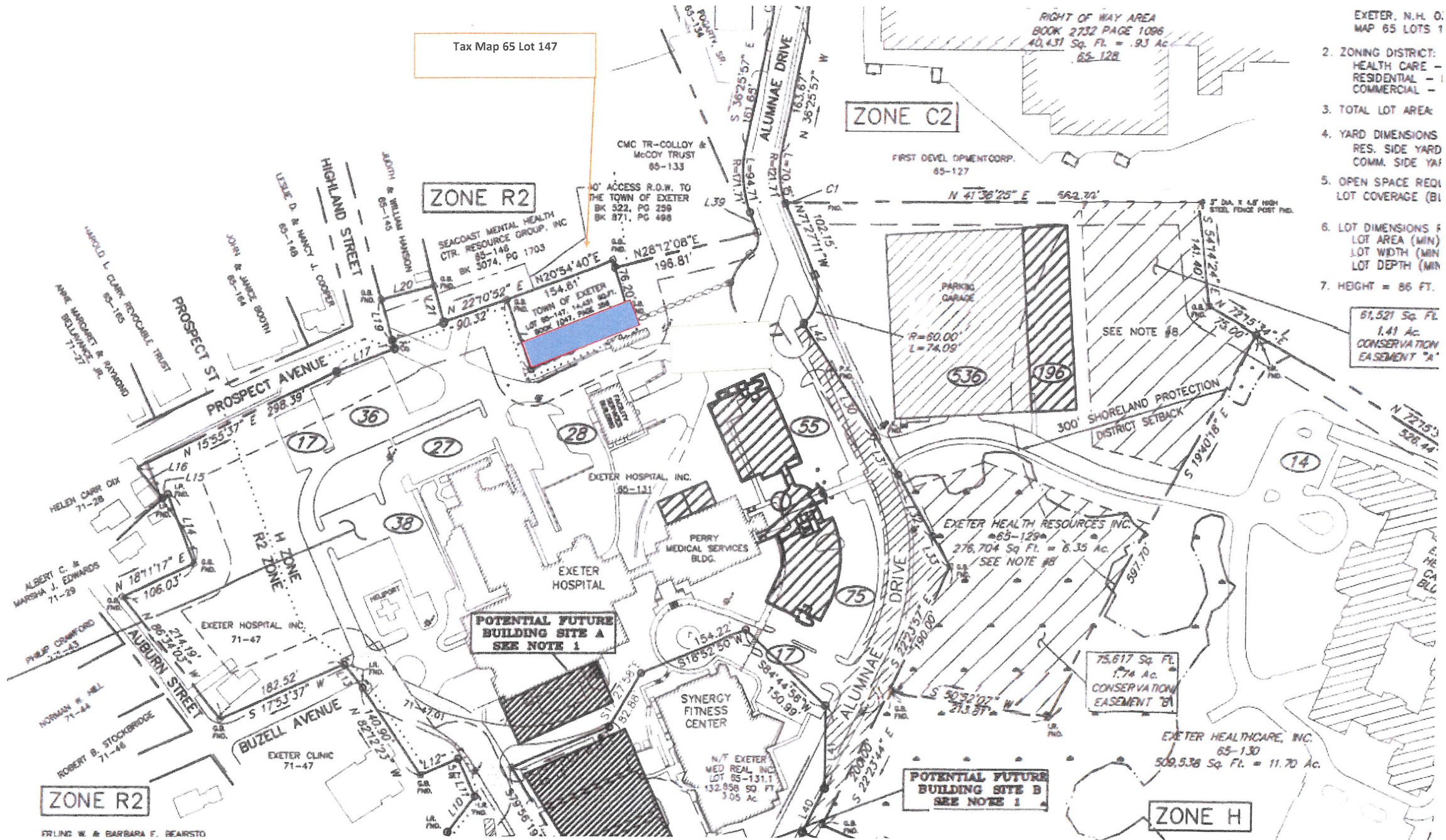
Legend



Google Earth
© 2018 Google

900 ft





Tax Map 65 Lot 147

RIGHT OF WAY AREA
BOOK 2732 PAGE 1096
40,431 Sq. Ft. = .93 Ac
65-128

ZONE C2

ZONE R2

ZONE R2

ZONE H

- EXETER, N.H. 0:
MAP 65 LOTS 1
- ZONING DISTRICT:
HEALTH CARE -
RESIDENTIAL -
COMMERCIAL -
 - TOTAL LOT AREA:
 - YARD DIMENSIONS
RES. SIDE YARD
COMM. SIDE YARD
 - OPEN SPACE REQU
LOT COVERAGE (BI
 - LOT DIMENSIONS F
LOT AREA (MIN)
LOT WIDTH (MIN)
LOT DEPTH (MIN)
 - HEIGHT = 86 FT.

81,521 Sq. Ft.
1.41 Ac.
CONSERVATION
EASEMENT "A"

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

POTENTIAL FUTURE
BUILDING SITE B
SEE NOTE 1

POTENTIAL FUTURE
BUILDING SITE A
SEE NOTE 1

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

EXETER HEALTH RESOURCES INC.
65-129
276,704 Sq. Ft. = 6.35 Ac.
SEE NOTE #8

EXETER HOSPITAL INC.
90-131

EXETER HOSPITAL

SYNERGY FITNESS CENTER

N/T EXETER
MED REAL INC.
LOT 65-131.1
132,858 SQ FT
3.05 Ac

PERRY MEDICAL SERVICES BLDG.

40' ACCESS R.O.W. TO
THE TOWN OF EXETER
BK 522, PG 298
BK 871, PG 498

SEACOAST MENTAL HEALTH
CTR. RESOURCE GROUP, INC.
85-148
BK 3074, PG 1703

CMC TR-COLLOY &
McCOY TRUST
85-133

FIRST LEVEL OPMENT CORP.
65-127

WALDO L. CLARK REVOCABLE TRUST
85-116
ANNE MCDONALD & RANDOLD
RELIANCE, JR.
71-27

JOHN & JANE BOOTH
85-104
LESLIE D. & MARY L. COOPER
85-140

HELEN CARR OIA
71-28

ALBERT C. &
MARSHA J. EDWARDS
71-29

PHILIP CRAWFORD
71-23

NORMAN R. HILL
71-44

ROBERT B. STOCKBRIDGE
71-48

EXETER CLINIC
71-47

EXETER HOSPITAL INC.
71-47

FRLING W. & BARBARA F. BEARSTO

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: _____
Name: _____
Title: _____

Witness

By: _____
Name: _____
Title: _____

Witness

By: _____
Name: _____
Title: _____

BUYER

Exeter Hospital, Inc.

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A

DRAFT

\$.55
rev.

356

356

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, has given, granted, bargained, sold, and conveyed and do for itself and its suc-^{cessors} 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 Walsh 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 suc-^{cessors} heirs 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-^{cessors} heirs, and assigns, forever, against the lawful claims and demands of all persons, whomsoever.

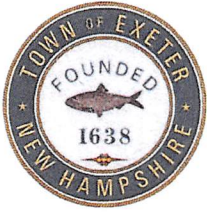
And I -----

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, 1946 J. W. C. Register.



TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

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 22nd, 2019 meeting.

Thank you.

enc. (7)

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



Barbara McEvoy <bmcevoy@exeternh.gov>

Re: Request for board audience

1 message

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

--

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

--

Barbara S. McEvoy
Deputy Code Enforcement Officer



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



Q2 Financial Report – Finance Department

Town of Exeter
 General Fund Revenues (unaudited)
 As of June 30, 2019 and 2018

DRAFT

General Fund Revenues	Current Year 2019 Budget vs Actual				Prior Year 2018 Budget vs Actual				Comparison of Actuals	
	2019 Budget	Actual Revenue 06/30/2019	\$ Variance	% Collected	2018 Budget	Actual Revenue 06/30/2018	\$ Variance	% Collected	2019 vs 2018 \$ Variance	2019 vs 2018 % Variance
Property Tax Revenue	\$ 13,170,380	\$ 6,739,274	\$ 6,431,106	51.2%	\$ 12,751,331	\$ 7,740,038	\$ 5,011,293	60.7%	\$ (1,000,764)	-13%
Motor Vehicle Permit Fees	3,025,000	1,586,185	1,438,815	52%	2,650,000	1,512,881	1,137,119	57%	\$ 73,304	5%
Building Permits & Fees	200,000	267,800	(67,800)	134%	500,000	55,833	444,167	11%	\$ 211,967	380%
Other Permits and Fees	210,000	78,929	131,071	38%	210,000	79,444	130,556	38%	\$ (515)	-1%
Meals & Rooms Tax Revenue	774,137		774,137	0%	754,028		754,028	0%	\$ -	
State Highway Block Grant	304,179	122,241	181,938	40%	300,301	119,949	180,352	40%	\$ 2,292	2%
Other State Grants/Reimbursements	25,000	6,375	18,625	26%	38,884	19,899	18,985	51%	\$ (13,524)	-68%
Income from Departments	1,000,000	432,245	567,755	43%	850,000	389,677	460,323	46%	42,568	11%
Sale of Town Property	500	132,250	(131,750)	26450%	500	-	500	0%	132,250	
Interest Income	500	29,041	(28,541)	5808%	1,000	260	740	26%	28,781	11070%
Other Miscellaneous Revenues	26,500	19,043	7,457	72%	23,000	13,018	9,982	57%	6,025	46%
Revenue Transfers In/Out	330,161	33,967	296,194	10%	567,600	-	567,600	0%	33,967	100%
Total General Fund Revenues	\$ 19,066,357	\$ 9,447,350	\$ 9,619,007	50%	\$ 18,646,644	\$ 9,930,999	\$ 8,715,645	53%	\$ (483,649)	-5%
Total Appropriations	539,390	539,390	-		347,813	347,813	-		191,577	55%
Gross Revenues & Appropriations	\$ 19,605,747	\$ 9,986,740	\$ 9,619,007	51%	\$ 18,994,457	\$ 10,278,812	\$ 8,715,645	54%	\$ (292,072)	-3%

Town of Exeter
 General Fund Expenses (unaudited)
 As of June 30, 2019 and 2018

DEPARTMENT	Current Year 2019 Budget vs Actual				Prior Year 2018 Budget vs Actual				Comparison of Actuals	
	2019 Budget	Actual Expenses 06/30/19	\$ Variance	% Spent	2018 Budgeted Expenses	Actual Expenses 06/30/18	\$ Variance	% Spent	2019 vs 2018 \$ Variance	2019 vs 2018 % Variance
Total General Government	\$ 888,729	\$ 508,310	\$ 380,419	57%	\$ 915,762	\$ 506,460	\$ 409,302	55%	1,850	0%
Total Finance	887,925	429,268	458,657	48%	839,945	406,139	433,806	48%	23,129	6%
Total Planning & Building	545,581	270,896	274,685	50%	527,172	240,815	286,357	46%	30,081	12%
Total Economic Development	144,879	68,383	75,496	48%	139,358	66,473	72,885	48%	2,910	4%
Total Police	3,766,754	1,692,014	2,074,740	45%	3,700,556	1,742,487	1,958,069	47%	(50,473)	-2.9%
Total Fire	3,901,492	1,759,426	2,142,066	45%	3,852,527	1,757,188	2,095,339	46%	2,238	0%
Total Public Works	5,377,593	2,535,196	2,842,397	47%	5,099,632	2,018,145	3,081,487	40%	517,051	26%
Total Welfare	68,171	31,316	36,855	46%	37,387	32,302	5,085	86%	(986)	-3%
Total Human Services	106,625	53,313	53,312	50%	107,500	53,750	53,750	50%	(437)	100%
Total Parks & Recreation	538,375	281,378	256,997	52%	526,256	270,496	255,760	51%	10,445	4%
Total Other Culture/Recreation	32,002	16,487	15,515	52%	38,001	29,552	8,449	78%	(13,065)	-44%
Total Library	1,024,921	497,107	527,814	49%	1,014,633	500,703	513,930	49%	(3,598)	-1%
Total Debt Service & Capital	1,571,943	495,059	1,076,884	31%	1,524,250	487,265	1,116,985	27%	87,794	22%
Payroll Benefits & Taxes	262,306	233,506	28,800	89%	323,665	338,546	(14,883)	105%	(105,040)	-31%
Total General Fund Expenses	\$ 19,117,296	\$ 8,872,659	\$ 10,244,637	46%	\$ 18,646,644	\$ 8,370,321	\$ 10,276,323	45%	\$ 502,338	6%
Appropriation for Warrant Articles	\$ 488,451	\$ 95,200	\$ 393,251	19%	\$ 347,813	\$ 62,566	\$ 285,247	18%	\$ (27,493)	-44%
Total Expenditures	\$ 19,605,747	\$ 8,967,859	\$ 10,637,888	46%	\$ 18,994,457	\$ 8,432,887	\$ 10,561,568	44%	\$ 474,845	6%
Net Income/ (Deficit)	\$ -	\$ 1,018,880	\$ (1,018,881)	-5%	\$ -	\$ 1,845,925	\$ (1,845,925)	-10%	(766,917)	-42%

Town of Exeter

Water Fund Revenues & Expenses (unaudited)

DRAFT

As of June 30, 2019 and 2018

Description	Current Year				Prior Year				Comparison of Actuals	
	2019 Budget	Actual Revenue 06/3/2019	\$ Variance	% Collected	2018 Budget	Actual Revenue 06/30/2018	\$ Variance	% Collected	2019 vs 2018 \$ Variance	2019 vs 2018 % Variance
Water Fund Revenues										
Water Enterprise Revenues	\$ 3,282,057	\$ 1,685,930	\$ 1,596,127	51%	\$ 3,361,387	\$ 1,680,417	\$ 1,680,970	50%	\$ 5,513	0%
Gross Water Revenues	\$ 3,282,057	\$ 1,685,930	\$ 1,596,127	51%	\$ 3,361,387	\$ 1,680,417	\$ 1,680,970	50%	\$ 5,513	0%
Water Fund Expenditures										
DEPARTMENT	2019 Budget	Actual Expenses 06/30/19	\$ Variance	% Spent	2018 Budget	Actual Expenses 06/30/18	\$ Variance	% Spent	2019 vs 2018 \$ Variance	2019 vs 2018 % Variance
Water Administration	\$ 367,994	\$ 179,777	\$ 188,217	49%	\$ 391,477	\$ 202,779	\$ 188,698	52%	\$ (23,002)	-11%
Water Billing	\$ 165,173	\$ 88,646	\$ 76,527	54%	\$ 157,046	\$ 83,982	\$ 73,064	53%	\$ 4,664	6%
Water Distribution	\$ 805,979	\$ 377,928	\$ 428,051	47%	\$ 832,394	\$ 378,143	\$ 454,251	45%	\$ (215)	0%
Water Treatment	\$ 743,226	\$ 344,052	\$ 399,174	46%	\$ 798,957	\$ 313,349	\$ 485,608	39%	\$ 30,703	10%
Water Fund Debt Service	\$ 1,062,113	\$ 219,738	\$ 842,375	21%	\$ 1,119,250	\$ 81,679	\$ 1,037,571	7%	\$ 138,059	169%
Water Fund Capital Outlay	\$ 137,572	\$ 11,916	\$ 125,656	9%	\$ 62,263	\$ 1,472	\$ 60,791	2%	\$ 10,444	710%
Water Fund Expenses	\$ 3,282,057	\$ 1,222,057	\$ 2,060,000	37%	\$ 3,361,387	\$ 1,061,404	\$ 2,299,983	32%	\$ 160,653	15%
Net Income/ (Deficit)	\$ -	\$ 463,873	\$ (463,873)	-100%	\$ -	\$ 619,013	\$ (619,013)	100%	\$ (155,140)	25%

Town of Exeter										
Sewer Fund Revenues & Expenses (unaudited)										DRAFT
As of June 30, 2019 and 2018										
	Current Year				Prior Year				Comparison of Actuals	
Description	2019 Budget	Actual Revenue 06/3/2019	\$ Variance	% Collected	2018 Budget	Actual Revenue 06/30/2018	\$ Variance	% Collected	2019 vs 2018 \$ Variance	2019 vs 2018 % Variance
Sewer Fund Revenues										
State Grant Revenue	\$ 25,520	\$ -	\$ 25,520	0%	\$ 20,000	\$ -	\$ 20,000	0%	-	0%
Sewer Enterprise Revenues	\$ 2,876,890	\$ 1,767,856	\$ 1,109,034	61%	\$ 2,567,965	\$ 1,642,572	\$ 925,393	64%	125,284	8%
Appropriations for Warrant Articles			-		30,000	30,000	-	-	(30,000)	100%
Sewer Fund Revenues & Appropriations	\$ 2,876,890	\$ 1,767,856	\$ 1,109,034	61%	\$ 2,597,965	\$ 1,672,572	\$ 925,393	64%	\$ 95,284	6%
Sewer Fund Expenditures										
	Current Year				Prior Year				Comparison of Actuals	
DEPARTMENT	2019 Budget	Actual Expenses 06/30/19	\$ Variance	% Spent	2018 Budget	Actual Expenses 06/30/18	\$ Variance	% Spent	2019 vs 2018 \$ Variance	2019 vs 2018 % Variance
Sewer Administration Expense	420,983	216,086	204,897	51%	394,463	172,468	221,995	44%	\$ 43,618	25%
Sewer Billing Expense	162,398	86,253	76,145	53%	157,071	81,930	75,141	52%	\$ 4,323	5%
Sewer Collection Expense	665,456	262,570	402,886	39%	661,322	234,817	426,505	36%	\$ 27,753	11.8%
Sewer Treatment Expense	924,358	368,184	556,174	40%	548,924	233,205	315,719	42%	\$ 134,979	57.9%
Sewer Fund Debt Service Expense	576,124	68,748	507,376	12%	669,233	151,051	518,182	23%	\$ (82,303)	-54%
Sewer Fund Capital Outlay Expense	127,571	26,289	101,282	21%	136,952		136,952	0%	\$ 26,289	#DIV/0!
Total Sewer Fund Expenses	2,876,890	1,028,130	1,848,760	36%	2,567,965	873,471	1,694,494	34%	\$ 154,659	18%
Sewer Fund Warrant Articles			-		30,000		30,000	0%	\$ -	-100%
Total Sewer Expenses and Warrant Articles	\$ 2,876,890	\$ 1,028,130	\$ 1,848,760	36%	\$ 2,597,965	\$ 873,471	\$ 1,724,494	34%	\$ 154,659	18%
Net Income/(Deficit)	\$ -	\$ 739,726	\$ (739,726)	100%	\$ -	\$ 799,101	\$ (799,101)	100%	\$ (59,375)	-7%

Town of Exeter

Recreation Revolving Fund Revenues & Expenses(unaudited)

DRAFT

As of June 30, 2019 and 2018

Description	Current Year				Prior Year Restated				Comparison of Actuals	
	2019 Budget	Actuals as of 06/30/19	\$ Variance	% Variance	2018 Budget	Actuals as of 06/30/18	\$ Variance	% Variance	2019 vs 2018	2019 vs 2018
									\$ Variance	% Variance
Total Revenue	\$ 641,002	446,428	\$ (194,574)	70%	\$ 577,206	\$ 367,751	\$ (209,455)	64%	\$ 78,677	21%
Wages, Taxes & Benefits	\$ 241,100	\$ 50,276	\$ 190,824	21%	\$ 199,900	\$ 48,044	\$ 151,856	24%	\$ 2,232	5%
General Expenses	\$ 398,350	\$ 217,269	\$ 181,081	55%	\$ 341,700	\$ 184,301	\$ 152,399	54%	\$ 32,968	18%
Total Rec Revolving Expenses	\$ 639,450	\$ 267,545	\$ 371,905	42%	\$ 541,600	\$ 232,345	\$ 304,255	43%	\$ 35,200	15%
Net Income/(Deficit)	\$ 1,552	\$ 178,883	\$ 177,331	11526%	\$ 35,606	\$ 135,406	\$ 99,800	380%	\$ 43,477	32%

Ambulance Revolving Fund - Revenues & Expenses (unaudited)
As of June 30, 2019 and 2018

DRAFT

	Current Year				Prior Year				Comparison of Actuals	
	2019 Budget	Actual	\$ Variance	%	2018 Budget	Actual	\$ Variance	%Variance	\$ Variance	%Variance
		06/30/19		Variance		06/30/18		Variance		
EMS- Ambulance Transport Revenue	\$ 556,000	\$ 281,205	\$ (274,795)	51%	\$ 528,501	\$ 273,751	\$ (254,750)	52%	\$ 7,454	3%
Wages, Taxes & Benefits	\$ 186,188	\$ 96,584	\$ 89,604	52%	\$ 155,824	\$ 74,604	\$ 81,220	48%	\$ 21,980	29%
General Expenses	\$ 167,904	\$ 82,341	\$ 85,563	49%	\$ 171,703	\$ 110,824	\$ 60,879	65%	\$ (28,483)	-26%
Total Expenses	\$ 354,092	\$ 178,925	\$ 175,167	51%	\$ 327,527	\$ 185,428	\$ 142,099	57%	\$ (6,503)	-4%
Net Income/(Deficit)	\$ 201,908	\$ 102,280	\$ (99,628)	51%	\$ 200,974	\$ 88,323	\$ (112,651)	44%	\$ 13,957	16%

**Town of Exeter
 Analysis of Property Tax/Liens Receivable
 As of 06/30/19 and 06/30/18**

DRAFT

<u>Type</u>	<u>Bill Year</u>	Balance	Balance	<u>\$</u>	<u>%</u>
		Outstanding as of <u>06/30/19</u>	Outstanding as of <u>06/31/18</u>		
Lien	2009	402	375	27	7%
Lien	2010	2,335	3,523	(1,188)	(34)%
Lien	2011	7,701	9,729	(2,028)	(21)%
Lien	2012	7,137	8,739	(1,602)	(18)%
Lien	2013	13,527	45,256	(31,729)	(70)%
Lien	2014	22,578	66,974	(44,396)	(66)%
Lien	2015	30,879	121,209	(90,330)	(75)%
Lien	2016	138,099	211,617	(73,518)	(35)%
Lien	2017	226,056	343,120	(117,064)	(34)%
Lien	2018	428,065	4,546,925	(4,118,860)	(91)%
Subtotal		<u>\$ 876,779</u>	<u>\$ 5,357,467</u>	<u>\$ (4,480,688)</u>	<u>(84)%</u>
Tax	2019	4,923,544		4,923,544	100%
Subtotal		<u>\$ 4,923,544</u>	<u>\$ -</u>	<u>\$ 4,923,544</u>	
Grand Total		<u>\$ 5,800,323</u>	<u>\$ 5,357,467</u>	<u>\$ 442,856</u>	<u>8%</u>

Property tax liens receivable decreased by \$4.5M or 84% from the prior year.

Town of Exeter

DRAFT

Analysis of Accounts Receivable Aging - Water & Sewer
June 30, 2019 vs June 30, 2018

	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>Over 90 Days</u>	<u>Total</u>
As of 06/30/19	\$ 658,680	\$ 26,408	\$ 68,229	\$ 74,952	\$ 828,269
Percent Outstanding	80%	3%	8%	9%	100%
As of 06/30/18	\$ 740,919	\$ 1,653	\$ 24,325	\$ 31,670	\$ 798,567
Percent Outstanding	93%	0%	3%	4%	100%
Increase/(Decrease)	\$ (82,239)	\$ 24,755	\$ 43,904	\$ 43,282	\$ 29,702
	-11%	0%	0%	137%	4%

Accounts receivable over 90 days have increased by 137% or \$43,282 over the prior year.

Current Year

Breakdown of Water/Sewer Accounts Receivable Outstanding by Year: As of June 30, 2019					
<u>Year</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	<u>Percent of Total</u>	
2008		226	226		0%
2009		140	140		0%
2010	(270)	173	(97)		0%
2011		1,222	1,222		0%
2012		206	206		0%
2013		209	209		0%
2014		217	217		0%
2015		231	231		0%
2016		231	231		0%
2017	114	466	580		0%
2018	1,127	37,089	38,216		5%
*2019	342,709	444,539	787,248		95%
Total	343,680	484,949	828,629		100%

* Includes current cycle billing

Conflict Of Interest Policy

Town of Exeter

To: **Select board Members: Kathy Corson, Chair, Molly Cowan, Vice-Chair, Niko Papakonstantis, Clerk and Julie Gilman, Selectwoman**

From: **Anne L. Surman, Selectwoman**

CC: **Russ Dean, Town Manager**

Date: **Revised: July 15, 2019 from August 3, 2018**
Further Revised from August 3, 2019 to September 3, 2019

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

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

I have researched NH RSA 31:39-a (copy attached) and have talked with attorneys at New Hampshire Municipal Associations (NHMA) on the topic. I have looked at a sampling of other towns to see what policies they may or may not have. As you may guess: some towns have a policy through their Select Board, and other towns have passed by the legislative body, a Conflict of Interest and Ethics Policy per R.S.A. 31:39-a.

Tonight, September 9, 2019, I have revised and attached a DRAFT proposed Conflict of Interest/Code of Ethics Policy and I am bringing back this topic and asking that the Board support this as a Warrant Article before the Legislative Body at Town Meeting in March 2020.

I would ask the board to review this draft and suggest any further edits to me so we can then move this along to be vetted by Town Council and prepare it to go on the March 2020 Warrant.

MOTION: Move to forward the DRAFT Code of Ethics/Conflict of Interest Policy to Town Counsel for review with the condition that any changes to the draft will be brought back to the Exeter Select Board for final review and approval by the Select Board before inclusion on the March Town Warrant.

Town of Exeter

Conflict of Interest Policy/Code of Ethics

Section 1: Preamble and Purpose

The Town of Exeter values honesty, transparency, accountability, respect and civility in the behavior of its Public Servants. It is the policy of the Town of Exeter to uphold, promote and hold the highest standards of ethics and conduct from all its employees and officials, whether elected, appointed or hired. All Public Servants, whether elected, appointed or hired, shall act in the best interests of the Town. The Select Board, all Town Employees and all members of Town boards, commissions and committees, (herein after "Public Servants")– shall maintain the highest standards of personal integrity, truthfulness, honesty and fairness in discharging their public duties, and never abuse their positions or powers for improper reasons or person gain.

The purposes of this Code of Ethics and Conflict of Interest Policy are to outline the ethical goals to which the Public Servants are expected to aspire; to educate the Public Servants and residents as to the meaning of ethical and responsible conduct; and to establish guidelines for the ethical standards of conduct for Public Servants. This Code of Ethics and Conflict of Interest Policy establishes standards governing official conduct, provides guidance for ethical decisions and behavior.

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

Section 2: Definitions

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

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Conflict of Interest: A situation, circumstance, or financial interest that has the potential to cause a private or personal interest to interfere with the proper exercise of a public duty. As a Public Servant, board member or employee, you shall not participate in any matter in which you, or a member of your family has a personal interest that may directly or indirectly affect or influence the performance of your duties. In such instances you shall recuse yourself from discussion and decision-making.

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

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

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

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Incompatibility of Offices: Offices that may not be held simultaneously as outlined in RSA 669.7.

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

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

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

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

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

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

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Resident: A resident of the Town of Exeter.

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

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Section 3: Conflicts of Interest

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

~~1. Public servants shall not appear on behalf of a client or friend, before any governmental body of which the public servant is a member.~~

21. Public servants shall not participate in any matter in which the person or a member of the person's family, have a personal or pecuniary interest that may directly or indirectly affect or influence the performance of the public servant's duties. In such instances, the public servant shall recuse oneself from discussion and decision-making.

32. No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of the person's official duties.

43. No public servant shall use or attempt to use one's position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant.

4. No public servant shall receive compensation except from the Town for performing any official duty.

5. No public servant shall enter into any business or financial relationship with another public servant who is a superior or subordinate of such public servant.

Section 4. Duty to Disclose and Duty to Recuse

1. Duty to Disclose

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

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

2. Duty to Recuse

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

Public servants who have been recused may remain in the hearing room for the public input portion of the hearing and shall seat themselves with the other members of the public who are present. When recused, the recused person shall not participate in further discussions.

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

Not only do public servants have a duty to recuse themselves as outlined in the section above, public servants must recuse themselves in a quasi-judicial action if they would not be qualified to sit as a juror in that case.

For example: Jurors are not qualified to sit in a case if they have advised or assisted either party in a matter being decided, are prejudiced to any degree regarding the pending matter, or believe they cannot for any reason be totally fair and impartial. (For more information, see RSA 500-A12, Appendix A)

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Section 4: Challenge Procedure

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

Section 5: Appeal Proceedings

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

Section 6: Ordinance Provided to Public Servant

Upon taking their positions, Public Servants shall be provided by the Town Clerk with a copy of this Ordinance. Each such person shall sign a written acknowledgement that the Public Servant has been provided with such a copy. The acknowledgement shall be filed by the Town Clerk with Town's Official appointment papers. Further, to facilitate conduct in accordance with this policy, a copy of this policy shall be made available to town officials, legal counsel, employees, volunteers, boards and commissions upon hiring, appointment or election to office and at such other times as may be necessary.

Section 7: Effective Date

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

Recommended by vote of the Select Board on this _____ day of _____, 2019.

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2014 New Hampshire Revised Statutes Title III - TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

Chapter 31 - POWERS AND DUTIES OF TOWNS

Section 31:39-a - Conflict of Interest Ordinances.

Universal Citation: NH Rev Stat § 31:39-a (2014)

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

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

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TITLE LI

COURTS

CHAPTER 500-A

JURORS

Section 500-A:1

500-A:1 Definitions. –

In this chapter:

I. "Clerk" means the clerk of the superior court in each county or judicial district or any of his deputies.

II. "Court" means the superior court and regional jury trial courts.

III. "Department" means the New Hampshire department of safety.

IV. "Master jury list" means the list blended and compiled from the voter lists, which shall be provided by the secretary of state pursuant to RSA 654:45, VI on encrypted removable media, and from the official record of persons 18 years of age or older who hold a current New Hampshire driver's license or a department of safety identification card, which shall be provided by the department. Information contained in the master jury list shall be private and confidential and shall not be subject to RSA 91-A.

V. "Office" means the administrative office of the courts.

VI. "Voter lists" means the official record of persons registered to vote in the most recent state general election and town lists, which are the combined and alphabetically arranged lists prepared by the selectmen and city wards for their respective jurisdictions made up of all adults listed on the voter registration lists, and provided to the office by the selectmen and city wards.

Source. 1971, 456:10. 1981, 527:2. 1992, 38:1. 1995, 277:13. 1998, 237:1, 2, eff. Jan. 1, 1999. 2013, 261:1, eff. July 1, 2013.

Section 500-A:2

500-A:2 Preparation of Master Jury List. – The office shall annually provide to the clerk of court a master jury list for each county or judicial district thereof. A duplicate list shall be retained by the office. Voter lists and department of safety lists, as well as the master jury list, are confidential documents to be used by the office and the respective trial courts only for purposes of jury selection. Voter lists shall contain only the names and addresses of persons listed; additional information, such as date of birth, shall be available to the office only for the purpose of resolving discrepancies in the master jury list.

Source. 1971, 456:10. 1977, 473:3. 1981, 527:2. 1992, 38:2. 1993, 190:2. 1998, 237:3, eff. Jan. 1, 1999. 2013, 261:2, eff. July 1, 2013.

Section 500-A:3

500-A:3 Preparation of Master Jury List. – [Repealed 1992, 38:5, I, eff. Jan. 1, 1993.]

Section 500-A:3-a

500-A:3-a Preparation of Master Jury List; Computer. – [Repealed 2013, 261:8, eff. July 1, 2013.]

Section 500-A:4

500-A:4 Prohibition of Discrimination. – A citizen of this state shall not be excluded from jury service on account of race, color, religion, sex, national origin or economic status.

Source. 1971, 456:10. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:5

500-A:5 Eligibility for Jury Service. – Eligibility shall be determined by rule of court.

Source. 1971, 456:10. 1977, 473:1. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:6

500-A:6 Juror Qualification Form. –

I. When required to do so, the clerk shall draw from the master jury list the names or identifying numbers of as many prospective jurors as is necessary to create a sufficient jury pool. The names or identifying numbers of prospective jurors may be chosen either by random drawing or by computer on a random basis. The clerk shall prepare an alphabetical list of the names drawn. The names drawn on the list may be disclosed only to persons authorized to see the list under this chapter or upon specific order of the court. The addresses of jurors shall not be disclosed, except to counsel, to a pro se party examining juror qualification forms, or otherwise in accordance with court rule.

II. The clerk shall make available to every prospective juror whose name is drawn from the master list a juror qualification form, accompanied by instructions to complete and submit the form to the clerk within 10 days after its receipt.

III. The court shall prepare the juror qualification form. The juror qualification form shall:

(a) Include the name, address, and age of the prospective juror;

(b) Require the prospective juror to specify if he or she is:

(1) A citizen of the United States and a resident of the county;

(2) Able to read, speak, and understand the English language;

(3) Subject to any physical or mental disability which would impair the prospective juror's capacity to render satisfactory jury service; or

(4) A convicted felon whose conviction has not been annulled or whose conviction is not eligible for annulment under New Hampshire law; and

(c) Contain the prospective juror's declaration that his or her responses are true to the best of his or her knowledge and his or her acknowledgment that a willful misrepresentation of a material fact may be punishable as a misdemeanor under the laws of this state.

IV. Notarization of the juror qualification form shall not be required.

V. If the prospective juror is unable to complete the form, another person may do it for him or her. If another person completes the form, such person shall indicate that he or she has done so and why.

VI. If it appears there is an omission, ambiguity, or error in a submitted form, the clerk shall return the form to the prospective juror with instructions to make the necessary addition, clarification, or correction and resubmit the form to the clerk within 10 days after receipt of these instructions.

Source. 1971, 456:10. 1981, 527:2. 1992, 38:3. 1998, 237:4, 6. 2009, 244:1, eff. July 16, 2009. 2013, 261:3, eff. July 1, 2013.

Section 500-A:7

500-A:7 Failure to Submit a Juror Qualification Form; Questioning by the Clerk or Court. –

I. Any prospective juror who does not submit a completed juror qualification form as instructed shall be directed by the clerk to appear at the court to complete the juror qualification form.

II. At the time of his or her appearance for jury service, or at the time of any interview before the court or clerk, a prospective juror may be required to complete another juror qualification form in the presence of the court or

clerk. The prospective juror may then be questioned, but only with regard to his or her responses to questions contained on the form and grounds for his or her excuse for disqualification. Any information acquired by the court or clerk at such time shall be noted on the juror qualification form.

Source. 1971, 456:10. 1981, 527:2, eff. Aug. 28, 1981. 2013, 261:4, eff. July 1, 2013.

Section 500-A:7-a

500-A:7-a Qualifications of Jurors. –

- I. A juror shall be 18 years of age or older on or before the first day of reporting for jury duty.
- II. A juror shall be a citizen of the United States and a resident of the county of jury service.
- III. A juror shall have the ability to read, speak, and understand the English language.
- IV. A juror shall not be subject to any physical or mental disability which would bar effective jury service.
- V. A juror shall not have been convicted of any felony unless the conviction has been annulled.

Source. 1998, 237:5, eff. Jan. 1, 1999. 2014, 204:33, eff. July 11, 2014.

Section 500-A:8

500-A:8 Term of Service. – Any person who is summoned to serve as a juror on the petit or grand jury shall not be required to serve a term longer than 30 days. A juror who is sitting on a trial in progress or a grand jury hearing in progress shall be required to serve until the trial or hearing is completed.

Source. 1971, 456:10. 1973, 290:1. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:9

500-A:9 Exemption From Jury Service. –

No qualified prospective juror is exempt from jury service, except under the following circumstances:

- I. [Repealed.]
- II. If any person at the age of 70 years or more is selected as a juror he or she may, at his or her discretion, inform the court prior to the convening of court that he or she does not wish to act as a juror. He or she shall then be discharged, and another juror may be drawn in his or her place.
- III. If any member of the general court or delegate to a constitutional convention is selected as a juror when the general court or a constitutional convention is in session, he or she may inform the court that he or she does not wish to act as a juror.
- IV. No person shall serve as a petit juror at a term of court at which he or she has a case pending which may be tried by the jury at that time.
- V, VI. [Repealed.]

Source. 1971, 456:10. 1981, 527:2. 1995, 277:14. 1998, 237:7, eff. Jan. 1, 1999. 2013, 261:5, eff. July 1, 2013.

Section 500-A:10

500-A:10 Discharge by Court. – If a person selected and attending court as a juror is deemed by the court to be mentally or physically unfit to act as a juror, he or she shall be discharged.

Source. 1971, 456:10. 1977, 147:1. 1981, 527:2. 1992, 38:4, eff. Jan. 1, 1993. 2013, 261:6, eff. July 1, 2013.

Section 500-A:11

500-A:11 Excuse From Jury Service. – A person who is not disqualified for jury service may be excused from jury service by the court only upon a showing of undue hardship, extreme inconvenience, public necessity

or for any other cause that the court deems appropriate. The person may be excused for the time deemed necessary by the court and shall report again for jury service, as directed by the court.

Source. 1971, 456:10. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:12

500-A:12 Examination. –

I. Any juror may be required by the court, on motion of a party in the case to be tried, to answer upon oath if he:

- (a) Expects to gain or lose upon the disposition of the case;
- (b) Is related to either party;
- (c) Has advised or assisted either party;
- (d) Has directly or indirectly given his opinion or has formed an opinion;
- (e) Is employed by or employs any party in the case;
- (f) Is prejudiced to any degree regarding the case; or
- (g) Employs any of the counsel appearing in the case in any action then pending in the court.

II. If it appears that any juror is not indifferent, he shall be set aside on that trial.

Source. 1971, 456:10. 1981, 527:2. 1988, 76:1, eff. June 14, 1988.

Section 500-A:12-a

500-A:12-a Attorney Voir Dire Examination of Prospective Jurors. –

In addition to the provisions of RSA 500-A:12, the following provisions shall be incorporated into jury selection for civil and criminal cases:

I. The court shall instruct the panel of prospective jurors prior to jury selection as to:

- (a) The nature and purpose of the selection process.
- (b) The nature of the case to be presented.
- (c) The specific issues for resolution.
- (d) A summary of the law to be used in their consideration of the evidence.
- (e) Any controversial aspects of the trial likely to invoke bias.

II. Counsel for each party shall be allowed a reasonable amount of time to address the panel of prospective jurors for the purpose of explaining such party's claims, defenses, and concerns in sufficient detail to prompt jury reflection, probing, and subsequent disclosure of information, opinion, bias, or prejudices which might prevent a juror from attaining the requisite degree of neutrality required.

III. The trial judge shall examine the prospective jurors. Upon completion of the judge's initial examination, counsel for each party shall have the right to examine, by oral and direct questioning, any of the prospective jurors in order to enable counsel to intelligently exercise both peremptory challenges and challenges for cause. During any examination conducted by counsel for the parties, the trial judge shall permit liberal and probing examination calculated to discover bias or prejudice with regard to the circumstances of the particular case. The fact that a topic has been included in the judge's examination shall not preclude additional non-repetitive or non-duplicative questioning in the same area by counsel.

IV. The scope of the examination conducted by counsel shall be within reasonable limits prescribed by the trial judge's sound discretion. In exercising his or her sound discretion as to the form and subject matter of voir dire questions, the trial judge shall consider, among other criteria, any unique or complex elements, legal or factual, in the case and the individual responses or conduct of jurors which may evince attitudes inconsistent with suitability to serve as a fair and impartial juror in the particular case. Specific unreasonable or arbitrary time limits shall not be imposed. The trial judge shall permit counsel to conduct voir dire examination without requiring prior submission of the questions unless a particular counsel engages in improper questioning. For purposes of this section, an "improper question" is any question which, as its dominant purpose, attempts to precondition the prospective jurors to a particular result, indoctrinate the jury, or question the prospective jurors concerning the pleadings or the applicable law. A court shall not arbitrarily or unreasonably refuse to submit reasonable written questions, the contents of which are determined by the court in its sound discretion, when requested by counsel.

V. Upon the agreement of all parties, the trial judge may waive voir dire examination by counsel under this section.

Source. 2004, 48:1, eff. Jan. 1, 2005. 2014, 40:1, eff. Jan. 1, 2015.

Section 500-A:13

500-A:13 Alternate Juror. –

I. In the trial in the superior court of any civil or criminal case, when it appears to the presiding justice that there is reason for the selection of alternate jurors, the jurors shall, at the direction of the presiding justice, be drawn, selected and empaneled in the same manner as the regular jurors.

II. The alternate jurors shall:

- (a) Be sworn with and seated near the jury with equal opportunity for seeing and hearing the proceedings;
- (b) Attend the trial at all times with the jury;
- (c) Obey all orders and admonitions of the court to the jury; and
- (d) Be kept with the jury if the court orders the jury to be kept together.

III. The alternate jurors shall be liable as regular jurors for failure to attend the trial or to obey any order or admonition of the court to the jury. They shall receive the same compensation as other jurors. At the final submission of the case to the jury, any remaining alternate jurors who have not been substituted under paragraph IV, may be excused by the court or, if required to remain at court, shall be kept separate and apart from the other jurors in an appropriate place, subject to the same rules and orders as the jurors, until the jury has agreed upon a verdict or has been otherwise discharged.

IV. If, before the final submission of the case to the jury, one or more jurors becomes incapacitated, is disqualified or dies, his place shall be taken, upon the order of the court, by an alternate juror who shall become one of the jury and serve in all respects as if selected as an original juror.

V. If, at any time after the final submission of the case to the jury, and before the jury has agreed on a verdict, a juror becomes incapacitated, is disqualified, or dies, the presiding justice may order him or her to be discharged and direct the clerk to select at random the name of an alternate, who shall then take the place of the discharged juror on the jury. Before making a substitution, the presiding justice shall make a finding on record that the substitution will not cause prejudice to any party. The presiding justice shall instruct the jury to recommence deliberations and shall give the jury such other supplemental instructions as may be appropriate. The jury shall then renew its deliberations with the alternate juror.

Source. 1971, 456:10. 1977, 473:2; 588:8. 1981, 527:2. 1993, 255:1, 2. 1994, 23:1, eff. Jan. 1, 1995. 2013, 261:7, eff. July 1, 2013.

Section 500-A:14

500-A:14 Protection of Juror's Employment; Action Brought by Employee. –

I. An employer shall not deprive an employee of his employment, or threaten or coerce him regarding his employment because the employee receives and responds to a summons, serves as a juror, or attends court for prospective jury service.

II. Any employer who violates paragraph I may be found in contempt of court.

III. If an employer discharges an employee in violation of paragraph I, the employee may, within one year of the discharge, bring a civil action for:

- (a) Recovery of wages lost as a result of the violation; and
- (b) An order requiring his reinstatement.

IV. Damages recovered shall not exceed lost wages. If an employee prevails in an action under paragraph III, the employee shall be allowed a reasonable attorney's fee fixed by the court.

Source. 1971, 456:10. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:15

500-A:15 Compensation of Jurors. –

I. Grand and petit jurors' fees and mileage shall be paid by the state. The jurors' fees shall be \$10 for each half day's attendance before a superior court; for each mile's travel to and from the place where the juror serves, mileage shall be paid at the rate of \$.20 per mile, mileage to be allowed for each day's attendance when the juror is required to leave the town or city in which he resides.

II. For the purposes of this section "attendance for a half day" means attendance either at the forenoon session or at the afternoon session.

III. The clerk of the court attended shall determine whether a juror has attended for a half day. Said clerk may count travel time to reach the place where the juror serves in determining attendance of the juror, if the juror is required to travel more than 50 miles one way by the most direct route to reach the court.

Source. 1971, 456:10. 1981, 527:2. 1983, 202:1; 383:28, 74, 75. 1991, 355:96, eff. July 1, 1991.

Section 500-A:16

500-A:16 Future Ineligibility. – The persons who actually attend court as jurors shall not have their names again placed on the master jury list for at least 3 years.

Source. 1971, 456:10. 1975, 291:1. 1979, 259:2. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:17

500-A:17 Parking for Jurors. – Every juror, while in attendance at superior court or the United States district court, shall be allowed free parking in the city or town in which the court is sitting. The clerks of court shall furnish to each juror an identification card for display through the windshield of the juror's car. When his jury service is completed, the juror shall return his identification card to the clerk of court. The form, shape and color of the identification card and the information to be contained on the card shall be approved by the director of the division of motor vehicles. No juror shall use any area limited to 15 minutes of parking or less.

Source. 1971, 456:10. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:18**500-A:18 Oath. –**

I. The oath to be administered to jurors in civil cases shall be as follows, unless the chief justice of the superior court otherwise directs:

You swear that, in all cases between party and party that shall be committed to you, you will give a true verdict, according to law and evidence given you. So help you God.

II. If any person selected as a juror is of a denomination called Quakers or is scrupulous of swearing, and declines to take the oath, the person shall take and subscribe the oath, omitting the words "swear" and "so help me God", substituting in place thereof, "affirm" and "this I do under the pains and penalties of perjury".

Source. 1971, 456:10. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:19

500-A:19 Penalty for Neglect of Juror. – Any person who, without sufficient cause, neglects to attend court after having been selected as a juror and duly notified to so attend, may be found in contempt of court.

Source. 1971, 456:10. 1981, 527:2, eff. Aug. 28, 1981.

Section 500-A:20

500-A:20 Penalties. –

I. Any person shall be guilty of a misdemeanor who:

(a) Is notified as a prospective juror and does not appear as directed by the clerk in accordance with RSA 500-A:7 and does not show cause for his failure to appear when ordered to do so by the court; or

(b) Willfully misrepresents a material fact on a juror qualification form with the purpose of avoiding or securing service as a juror.

II. [Repealed.]

Source. 1971, 456:10. 1981, 527:2. 1992, 38:5, II, eff. Jan. 1, 1993.

Considering an Ethics Ordinance? Stick to Simple Values and Principles

By Susan Slack, Esq.

Public cynicism about the fairness and trustworthiness of public officials seems to touch all levels of government, including local government. Have you ever found yourself at a selectmen's meeting or planning board hearing with a sea of angry citizens questioning your motives, demanding you to disqualify yourself?

It is all too easy to think that if only there was a law these issues would be easier to sort out, but adopting a local ordinance may not make the gray areas any more black and white. In fact, adopting a local ethics or conflict of interest ordinance that is cumbersome to enforce may make matters more difficult and, ultimately, result in fewer people volunteering for public service.

New Hampshire municipalities have authority to enact local conflict of interest ordinances. **RSA 31:39-a** grants such authority to towns. **RSA 49-C:33**, I(c) permits cities to include conflict of interest provisions in their city charters. Such city charter provisions must be at least as stringent as state general laws governing conflicts of interest.

However, instead of a formal ordinance or charter provision, some local governing bodies have adopted ethics resolutions. These resolutions do not have the authority of law, but are statements of ethical principles by which local officials will strive to conduct themselves, such as expressions of the importance of fair and impartial treatment of all citizens and other similar ethical values. Resolutions may include provisions that define various types of conflicts and circumstances under which public officials are expected to disqualify themselves from making certain decisions.

But dozens of towns and cities have enacted ethics or conflict of interest ordinances under the authority of **RSA 31:39-a**, and more seem to be interested in doing so. The municipality's legislative body must adopt these ordinances. In most towns, the legislative body is the town meeting. In cities, the legislative body is the city council or board of mayor and aldermen. In most towns, a conflict of interest ordinance may be proposed to the voters by the governing body (board of selectmen), or may be submitted as a petitioned warrant article. The statute doesn't require a public hearing prior to the legislative body vote, but a public hearing might be informative, and comments from the public may help the governing body to craft the ordinance to meet the types of ethical concerns expressed by the citizens.

Most conflict of interest ordinances apply to all elected and appointed municipal officials, but also may include provisions that apply to some or all municipal employees. When developing an ordinance, if the intention is to cover employees, particular care must be taken to avoid including provisions that may interfere with the normal employer/employee relationship. For example, provisions that prohibit sexual harassment or other forms of discrimination may create serious employment issues when applied to municipal employees, and public discussion of employee matters may violate an employee's right to privacy. The main goal of a conflict of interest ordinance is to prohibit municipal officials, when acting in their official capacities, from placing their personal interests above the interests of the municipality and its citizens. Limiting provisions that apply to municipal employees to these issues, rather than adding general behavior and conduct provisions to the ordinance will help avoid employment issue problems.

RSA 31:39-a also permits the ordinance to define conflict of interest. It is not easy to define conflict in a way that applies to all situations. The common law (court cases) defines a conflict as a direct personal or financial interest in the outcome of a vote or decision. The personal interest must be immediate and direct, not speculative. *Atherton v. City of Concord*, 109 N.H. 164 (1968). Under this standard a mere perception of conflict, not an actual conflict, would not require disqualification of the official from participating in the decision. However, under several town ordinances, the mere perception of conflict also requires disqualification. This broad definition can cast a wide net, particularly in small towns where working relationships and friendships (or feuds) are widely known or simply assumed, and can lead to unfair results.

Other provisions may require the disclosure of financial interests, and include incompatibility of office requirements that are stricter than current state law. **RSA 669:7** is the incompatibility statute. It prohibits persons holding certain offices from holding certain other municipal offices. For example, a selectman cannot also be the town treasurer or moderator or tax collector, and it prohibits full-time town employees from serving as selectmen. A conflict of interest ordinance may prohibit even part-time town employees from holding the office of selectman, or prevent planning board members from serving on the zoning board of adjustment or conservation commission.

An ordinance may also establish conditions under which prohibited conflicts of interest require removal from office; however, actual removal must be by petition to the superior court and cannot be ordered by the selectmen or other municipal body.

Most municipal officials and employees come to their positions believing that they have high ethical standards, but it is not unusual to get caught up in situations in which the public has higher expectations of its municipal officials, whether reasonable or unreasonable. Either way, municipal officials and employees hold positions of public trust and when acting in an official capacity must separate their personal interests from the interests of the municipality. Crafting a good conflict of interest ordinance requires careful thought about public service values and ethical principles that are important to local government. An ordinance that is limited to a few specific provisions will be easiest for local officials and citizens to understand and carry out. And consultation with the municipal attorney is essential in drafting a local ordinance.

Susan Slack is Legal Services Counsel with LGC's Legal Services and Government Affairs Department.

Article Topics:

conflicts of interest

ethics

incompatibility

ordinances

relationships among officials

Town Personnel Policy (current language):

CONFLICT OF INTEREST

The Town expects its employees to conform to the highest ethical and legal standards. Employees are required to refrain from engaging in any activities that create a conflict or the appearance of a conflict of interest. Examples of conduct and behavior that would violate this policy include, but are not limited to, the following:

- Investing in any of the Town's vendors or suppliers (unless the securities are publicly traded and the investments are on the same terms available to the general public, and not based on any inside information), or having any financial interest in a vendor or supplier that could cause divided loyalty or even the appearance of divided loyalty.
- Receiving any gifts or favors from, any members of the public, vendors, or suppliers of a value of more than \$25.00 dollars.
- Using directly or indirectly, Town funds, assets, or other resources for any unlawful goal or purpose or for personal gain or benefit.

Employees with any questions regarding these guidelines are required to discuss them with their Department Head or the Town Manager, prior to engaging in any activity or conduct that may violate this policy, as violations may lead to disciplinary action, up to and including termination.

Sustainability Committee Update

Town of Exeter
Sustainability Advisory Committee

Mission Statement:

The Sustainability Advisory Committee's role is to advise the Select Board on sustainable practices within the Town of Exeter and benchmark community progress in areas of sustainability.

Committee Charge:

The purposes of the Sustainability Advisory Committee are as follows:

Define sustainability within the context of current town operations.

Review sustainable initiatives and progress in town departments and functions.

Identify and engage community partners and stakeholders in the sustainability efforts.

Explore and create core focus areas for sustainability efforts from the town government's perspective.

Perform a "gap analysis" of what Exeter has accomplished (both community and town government) regarding sustainability efforts, and recommend what needs to be accomplished.

Consider how the town will establish a formal Sustainability Office and what core tasks and functions will be part of the office's work, including budget, personnel, and expenses.

Advise the Select Board, Town Manager, Planning Board, Budget Recommendations Committee, Public Works Department, and Parks/Recreation on available grants to support sustainability initiatives.

Advise the Select Board, Town Manager, Planning Board, Budget Recommendations Committee, Public Works Department, and Parks/Recreation on sustainability priorities and initiatives within the town CIP process.

Review proposed CIP (Capital Improvement Plan) projects and warrant articles for sustainability.

Include an annual report to the Select Board encompassing the areas above and progress in each of the areas.

Members of this advisory board shall consist of the following members:

There is hereby established by the Select Board an eight (8) person Sustainability Advisory Committee

1 member of the Select Board

7 At Large Members (appointed by the Select Board)

Town Planner or their designee – Non-voting

At large members shall serve three-year staggered terms. Initial appointments shall be made for 1,2, and 3 year terms and thereafter be 3 year term.

Adopted by the Exeter Select Board

June 3rd, 2019

Sustainability Advisory Committee

Proposed
Revisions
9/9/19

Mission: To guide the development of sustainability policies and practices for the Town of Exeter that simultaneously promote a healthy environment, strong community connections, and economic vitality; including the establishment of the Town of Exeter Sustainability Office.

Committee Charge: Purposes of the Sustainability Advisory Committee are as follows:

1. Advise and assist the Select Board on the establishment of a formal Sustainability Office pursuant to Exeter Town Warrant 2019, article 31.
2. Advise and support the Sustainability Office.
3. Define and publicize "Sustainability" within the context of current town operations.
4. Review and recommend sustainability-related priorities and initiatives on proposed Capital Improvement Plan (CIP) projects and warrant articles.
5. Advise and coordinate with the Select Board, Town Manager, and all relevant town departments and committees in pursuit of grants, and state and federal funds for sustainability initiatives.
6. Identify priority community partners and stakeholders in sustainability efforts, so the Sustainability Office/Coordinator and town officials can engage most effectively.
7. Establish communication plan to coordinate and engage with community partners and stakeholders in all sustainability needs and initiatives.

SAC Near-time Agenda items (first 6-9 months):

1. Work with the Budget Committee to establish a line item in the 2020 town budget for the Sustainability Office/Coordinator based on Exeter-specific research conducted in conjunction with town officials, boards and committees. Provide guidance for alignment, core functions, personnel/job description/s, budget and expenses.
2. Engage with and advise town committees working on Capital Improvement Project (CIP) initiatives (i.e. Library Committee, Parks & Rec sustainable designs, etc.)
3. Establish role and protocol for official website and social media deployment by the SAC. Post town accomplishments, along with the many areas where future action is needed, including indication of urgency and impact.
4. Draft Exeter vision and goals in coordination with Energy & Conservation Committees

Define and publicize “Sustainability” in the context of current town operations.

*Proposed revisions(?)
9/9/19*

The official United States government definition of sustainability is as follows:

“Sustainability is everything that we need for our survival and well-being depends...on our natural environment. Sustainability creates and maintains the conditions under which humans and nature can exist...fulfilling the social, economic and other requirements of present and future generations.”

In Exeter, this means addressing the many urgent climate and environmental priorities cited in the Master Plan and raised by citizens, including:

- Climate change impacts – while rapidly reducing our emissions, we must simultaneously mitigate for impacts already occurring and increasing, including sea level rise, flooding, changing precipitation patterns, impacts on agriculture, etc. This means incorporating new ways of operating from the macro to micro levels
- Pollution – visible and invisible – on land, and within our rivers, tributaries and estuary, including plastics, trash, toxic chemicals/pesticides, fertilizers, etc.
- Water quality – for drinking, for wildlife, and for a healthy estuary that supports healthy marine ecosystems
- Air quality
- Maintaining and monitoring open spaces, conservation land, wetlands
- Sense of community – safe, walkable, bikeable, equitable, supportive of arts, music, local business, and a diverse inter-generational citizenry

Permits and Approvals

Permits and Approvals

September 9th, 2019

License Agreement – between Town and Ray Farm, LLC. Approval of this license would allow town to plow snow on “TIF Road” and use access area to turnaround.

Warranty Deed for TIF Road – Motion to approve acceptance of Ray Farmstead Road as a public way per the recommendation of the town departments. This deed has been reviewed by counsel, and the Department of Public Works, and the road is ready for acceptance.

Public School Impact Fees Release – This is the annual release of school impact fees back to the schools to offset the school share of the tax rate. Recommendation is to release \$39,500 to the Exeter School District and \$36,000 for the Exeter Cooperative School District. Fees are used to offset debt service on the Main Street School project and High School.

LICENSE AGREEMENT

NOW COMES **Ray Farm, LLC**, a New Hampshire limited liability company, with an address of 158 Shattuck Way, Newington, New Hampshire (hereinafter "Licensor"), and **TOWN OF EXETER**, a New Hampshire municipal corporation, with an address of 10 Front Street, Exeter, New Hampshire, (hereinafter "Licensee").

WITNESSETH:

WHEREAS, CKT & Associates ("CKT") is the owner of certain real estate located off Epping Road in the Town of Exeter, State of New Hampshire shown as "Proposed Lot B" on a Plan of land entitled "Minor Subdivision Plan, "Ray Farm" Active Adult Community, Epping Road, Exeter, NH 03833, Rockingham County" prepared by Cammett Engineering dated May 8, 2017 with revision C dated July 20, 2017 and recorded at Rockingham County Registry of Deeds as Plan #D-40821 (the "Premises");

WHEREAS, the Premises is subject to a certain right of way as shown on said Plan;

WHEREAS, Licensee is party to a certain Agreement dated April 13, 2018, regarding the Tax Increment Financing District located in Exeter, New Hampshire, known as the Epping Road TIF District (the "TIF Agreement"), which provides for the construction of a roadway (the "Road") on that certain portion of the right of way extending approximately seven hundred feet (700') in a northeasterly direction from Epping Road ("Right of Way");

WHEREAS, under the terms of the TIF Agreement, CKT has agreed to convey the land underlying the Right of Way to Licensee upon completion of construction of the Road, after which time Licensee shall be responsible for winter maintenance of the Road;

WHEREAS, Licensor is willing to issue a license to Licensee to allow the Licensee, as part of the clearing and removal of snow from the Road, to access and use in common with others that certain portion of the Premises being an area approximately 75 feet in length and as wide as the paved area of the entrance road to Ray Farm Condominium as generally shown on the plan attached hereto as Exhibit A , as necessary to allow winter maintenance trucks to turn around ("Licensed Area");

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Licensor grants to Licensee this right, as part of the clearing and removal of snow from the Road, to access and use the Licensed Area to the extent necessary to allow for snow plow truck turnaround. The Licensee and its agents shall be allowed to enter upon the Licensed Area with such personnel and equipment as reasonably necessary for turnaround. The Licensee must stay on the paved entranceway and not drive off the pavement area. This License shall not permit Licensee to place snow removed from the Road onto the Licensed Area.

2. This license for access and use shall remain in effect until such time as Licensee obtains title to the land extending from the northeastern end of the Road as shown on said Plan, or as the Right of Way may otherwise be extended and which such extension provides Licensee an alternative means of turnaround at which time this license shall automatically terminate without further action.

3. Licensee shall not be required to pay a fee for use of the Licensed Area.

4. Licensor grants the Licensee the right to use the Licensed Area for the limited stated purpose, subject further to the following terms and conditions:

- a. The Licensor shall not be responsible for any loss, injury, or damage to persons or property in or about the Licensed Area relating directly or indirectly to this License, except to the extent caused by Licensor's gross negligence or willful misconduct. The Licensee, on its behalf and on behalf of all those claiming by, through or under Licensee, hereby remises, discharges, and releases forever the Licensor, her executor(s), administrator(s), successors and assigns, and each of their agents, guests or representatives from any and all actions, causes of actions, demands, damages, costs, debts, and other claims, in law or in equity, which the Licensee and said parties hereafter can, shall or may have against the Licensor, its assigns, agents and representatives on account of or in any way arising out of, directly or indirectly, loss of life, personal injuries, and/or damage to real or personal property and equipment or any other loss, on account of or in any way arising from any act or omission of or by the Licensee in or upon the Licensed Area, or in any way connected to this License, except to the extent caused by the gross negligence or willful misconduct of Licensor or any of the other parties released hereby.
- b. The Licensee hereby covenants to indemnify and hold harmless the Licensor, its assigns, agents, or representatives of and from any and all actions, causes of action, claims, demands, damages, costs, debts, fees and expenses, including attorney's fees, that the Licensor may have to pay in connection with the loss of life, personal injury, and/or damage to real or personal property or equipment arising, directly or indirectly, from any negligent act or omission by the Licensee and/or all those claiming by, through or under Licensee while in or upon the Licensed Area pursuant to this License, however, the Licensee's obligations to indemnify shall not exceed the amount of insurance coverage carried by the Licensee.
- c. The Licensee shall use the Licensed Area only in the manner and for the purpose described in this License, which shall not in any manner be contrary to the laws of the State of New Hampshire or any ordinance or regulation of the Town of Exeter.

d. The Licensee shall fully comply with the terms and conditions of this License.

5. Should the Licensee, as part of the permitted activities under this License, damage the Licensed Area, the Licensee shall be required to repair the Licensed Area to its original condition before the damage occurred, If the Licensed Area is damaged by Licensee's use Licensors shall notify Licensee of such and in the event Licensee has not repaired same within forty five (45) days of such notice, Licensors may in its discretion elect to repair such damage and bill the Licensee for the cost thereof, to be paid by Licensee within sixty (60) days of receipt. The Licensors shall have no obligation to maintain or repair the Licensed Area.

6. Neither party shall be required to maintain specific insurance under this License, each party being encouraged to maintain such insurance as it deems appropriate.

7. This License shall not be assignable by Licensee.

IN WITNESS WHEREOF, Licensors has caused this License Agreement to be executed this 23 day of August, 2019.

Ray Farm, LLC

23 August, 2019
Date


By: Jonathan S. Shafmaster
Its: Manager

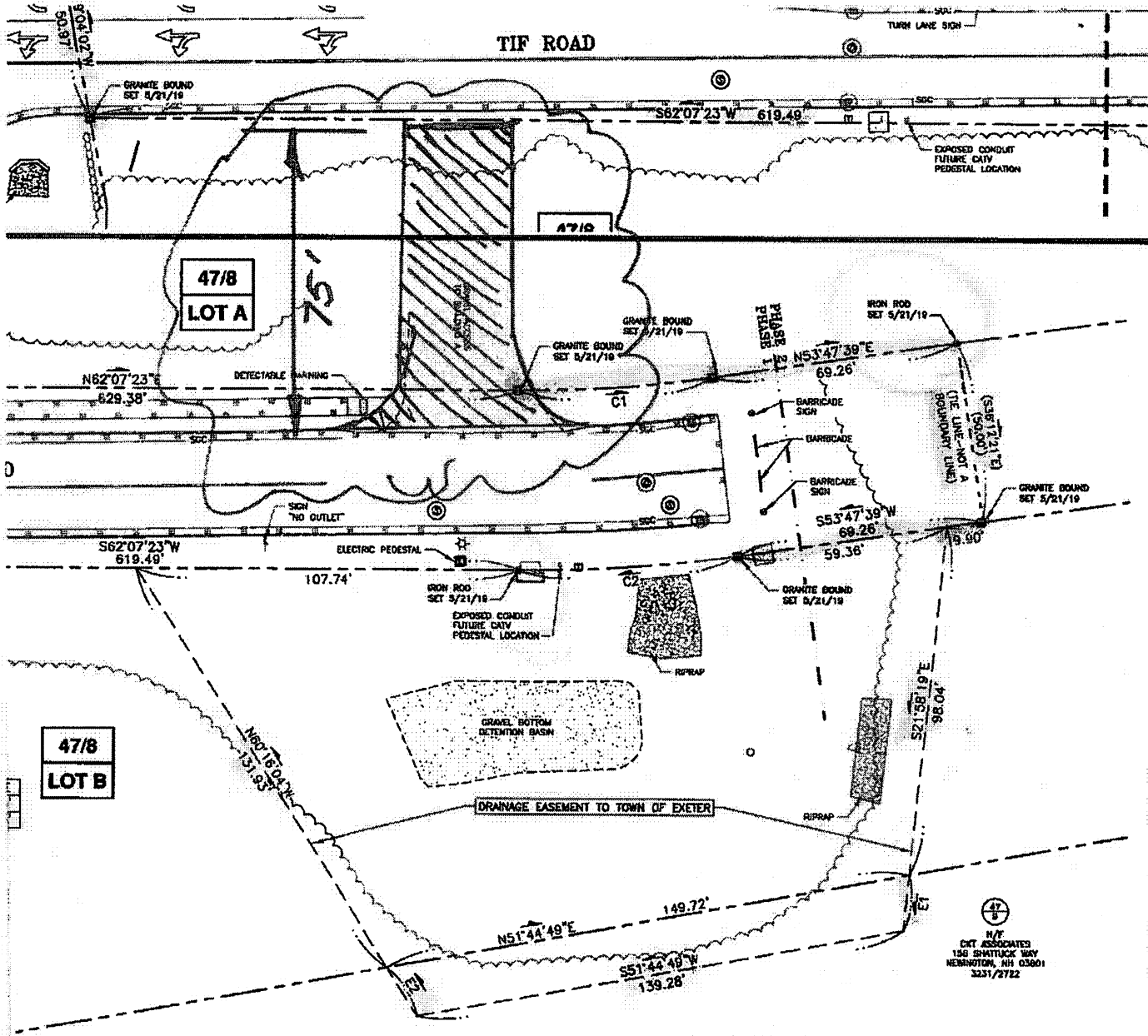
IN WITNESS WHEREOF, Licensee has caused this License Agreement to be executed
this ____ day of _____, 2019.

TOWN OF EXETER

Date

By:
Its:

TIF ROAD



3301500401E, EFFECTIVE DATE MAY 17, 2005.

- 4) RIGHT-OF-WAY AREA SHOWN HEREON:
37,592 S.F. (TO THE LINE)
0.8630 ACRES (TO THE LINE)

DRAINAGE EASEMENT AREA ON MAP 47 LOT 8
19,325 S.F.
0.4435 ACRES

DRAINAGE EASEMENT AREA ON MAP 47 LOT 8
2,166 S.F.
0.0498 ACRES
- 5) PARCEL IS LOCATED IN THE EPPING ROAD HIGHWAY COMMERCIAL (C-3) ZONING DISTRICT, AND IS SUBJECT TO THE WETLANDS CONSERVATION (W) OVERLAY DISTRICT AND THE EPPING ROAD STRIP MANAGEMENT SUPPLEMENTAL ORDINANCE.
- 6) DIMENSIONAL REQUIREMENTS:
MIN. LOT AREA: 40,000 S.F.
MIN. WIDTH: 175 FEET
MIN. DEPTH: 225 FEET
SETBACKS: FRONT: 50 FEET
SIDE: 30/60 FEET
REAR: 25 FEET

MAXIMUM STRUCTURE HEIGHT: 50 FEET
MAXIMUM BUILDING COVERAGE: 40%
MINIMUM OPEN SPACE: 20%
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE PORTION OF A RIGHT-OF-WAY AND AN ASSOCIATED DRAINAGE EASEMENT, WHICH IS PART OF PHASE 1 OF THE RAY FARM DEVELOPMENT, ON A PORTION OF ASSESSOR'S MAP 47 LOT 8, AND A PORTION OF ASSESSOR'S MAP 47 LOT 9 IN THE TOWN OF EXETER, FOR THE PURPOSE OF ACCEPTANCE OF THE RIGHT-OF-WAY BY THE TOWN OF EXETER.
- 8) EXISTING 50' WIDE RIGHT-OF-WAY, OF WHICH THE RIGHT-OF-WAY SHOWN HEREON IS A PORTION OF, IS FOR THE BENEFIT OF W. SCOTT CARLUKE, III, SEE R.C.R.D. 3794/1983.

0	ISSUED FOR COMMENT	6/12/19
NO.	DESCRIPTION	DATE
REVISIONS		

**TIF ROAD
RIGHT-OF-WAY PLAN
OVER A PORTION OF
TAX MAP 47 - LOT 8**

OWNER:
CKT & ASSOCIATES
OFF EPPING ROAD
TOWN OF EXETER
COUNTY OF ROCKINGHAM
STATE OF NEW HAMPSHIRE

"I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000."

PAUL A. DOBBERSTEIN, LLS DATE




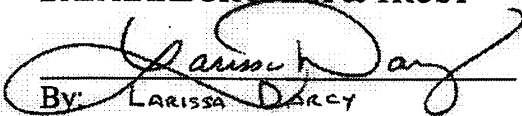
PARTIAL RELEASE OF MORTGAGE

BAR HARBOR BANK & TRUST, holder of a Mortgage, Security Agreement and Financing Statement given to **BAR HARBOR BANK & TRUST** by **CKT & ASSOCIATES**, dated May 24, 2010 and recorded in the Rockingham County Registry of Deeds at **Book 5114, Page 511, FOR VALUE RECEIVED**, does hereby release certain property, situated on Epping Road in the Town of Exeter, County of Rockingham and State of New Hampshire, more particularly described in Exhibit A, from said Mortgage.

In all other respects, said Mortgage shall remain in full force and effect.

WITNESS my hand(s) this 11th day of JULY, 2019.


Witness:

BAR HARBOR BANK & TRUST

By: LARISSA DARCY
Its: VICE PRESIDENT

STATE OF Maine
COUNTY OF Sagadahoc, ss

Erinn M. Rossignol
Notary Public, State of Maine
My Commission Expires 04/25/2026

Before me, appeared the above-named, Larissa Darcy (name), VP Regional Relationship (title) of Bar Harbor Bank & Trust, duly authorized, who acknowledged the foregoing to be his/her free act and deed.

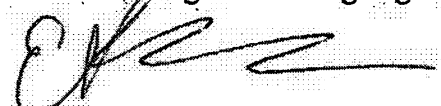

Notary Public
My Commission Expires: 4-25-2026

EXHIBIT A

A certain tract or parcel of land off of Epping Road in the Town of Exeter, County of Rockingham and State of New Hampshire depicted as the "TIF Road" on a plan of land entitled "TIF Road Right-of-Way Plan Over a Portion of Tax Map 47 – Lot 8, Owner: CKT & Associates off Epping Road, Town of Exeter, County of Rockingham, State of New Hampshire" prepared by Ambit Engineering, Inc. dated June 2019 with revision "0" dated June 12, 2019 and recorded at the Rockingham County Registry of Deeds as Plan No. D-_____ (hereinafter "Plan"); said parcel being more particularly bounded and described as follows:

Being a part of a right-of-way located on the easterly side of Epping Road, so called, said road also being known as New Hampshire Route 27 and beginning at a granite bound on the easterly side of said Epping Road, said granite bound being at the northwesterly corner of the area herein described; thence running N 62°07'23" E a distance of 629.38 feet to a granite bound; thence running on a curve to the left to a granite bound, said curve having a length of 54.51 feet, a radius of 375.00 feet, with a chord bearing of N 57°57'31" E, and a chord length of 54.46 feet; thence running N 53°47'39" E a distance of 69.26 feet to an iron rod; thence turning and running over and across said right-of-way S 36°12'21" E a distance of 50.00 feet to a granite bound; thence turning and running S 53°47'39" W a distance of 69.26 feet to a granite bound; thence running on a curve to the right to an iron rod, said curve having a length of 61.78 feet, a radius of 425.00 feet, a chord bearing of S 57°57'31" W, and a chord length of 61.73 feet; thence running S 62°07'23" W a distance of 619.49 feet to a granite bound on the easterly side of said Epping Road; thence turning and running along the easterly side of said Epping Road N 39°04'02" W a distance of 50.97 feet to a granite bound and the point of beginning. The above described right-of-way containing 37,592 square feet, more or less.

TOGETHER WITH a Drainage Easement as shown and noted on said Plan and more particularly bounded and described as follows:

Beginning at a point on the southerly side of TIF Road, so called, said point being S 53°47'39" W a distance of 9.90 feet from a granite bound located on the southerly side of said TIF Road and 25 feet from and perpendicular to Station 7+50; thence running over and across land of the Grantor S 21°58'19" E a distance of 98.04 feet to a point at other land of the Grantor; thence continuing over and across other land of the Grantor S 21°58'19" E a distance of 15.63 feet; thence turning and continuing over and across other land of the Grantor S 51°44'49" W a distance of 139.28 feet; thence turning and continuing over and across other land of the Grantor N 60°16'04" W a distance of 16.18 feet to a point at land of the Grantor; thence continuing over and across land of the Grantor N 60°16'04" W a distance of 131.93 feet to the southerly side of said TIF Road; thence turning and running along the southerly side of said road N 62°07'23" E a distance of 107.74 feet to an iron rod; thence still along said road and a curve to the left to a granite bound, said curve having a length of 61.78 feet, a radius of 425.00 feet, a chord bearing of N 57°57'31" E, and a chord length of 61.73 feet; thence continuing along said road N 53°47'39" E a distance of 59.36 feet to the point of beginning. The above described easement containing 21,492 square feet, more or less.

**THIS CONVEYANCE IS EXEMPT FROM TRANSFER TAX AND L-CHIP FEES
PURSUANT TO RSA 78-B:2,I AND RSA 478:17-g, II(a)**

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, **CKT & ASSOCIATES**, a New Hampshire partnership, with a mailing address of 158 Shattuck Way, Newington, New Hampshire 03801, for consideration paid, grants to the **TOWN OF EXETER**, a New Hampshire municipal corporation, with a mailing address of 10 Front Street, Exeter, New Hampshire 03833 with **WARRANTY COVENANTS**, the following described premises:

A certain tract or parcel of land off of Epping Road in the Town of Exeter, County of Rockingham and State of New Hampshire depicted as the "TIF Road" on a plan of land entitled "TIF Road Right-of-Way Plan Over a Portion of Tax Map 47 - Lot 8, Owner: **CKT & Associates** off Epping Road, Town of Exeter, County of Rockingham, State of New Hampshire" prepared by **Ambit Engineering, Inc.** dated June 2019 with revision "0" dated June 12, 2019 and recorded at the Rockingham County Registry of Deeds as Plan No. D-_____ (hereinafter "Plan"); said parcel being more particularly bounded and described as follows:

Being a part of a right-of-way located on the easterly side of Epping Road, so called, said road also being known as New Hampshire Route 27 and beginning at a granite bound on the easterly side of said Epping Road, said granite bound being at the northwesterly corner of the area herein described; thence

running N 62°07'23" E a distance of 629.38 feet to a granite bound; thence running on a curve to the left to a granite bound, said curve having a length of 54.51 feet, a radius of 375.00 feet, with a chord bearing of N 57°57'31" E, and a chord length of 54.46 feet; thence running N 53°47'39" E a distance of 69.26 feet to an iron rod; thence turning and running over and across said right-of-way S 36°12'21" E a distance of 50.00 feet to a granite bound; thence turning and running S 53°47'39" W a distance of 69.26 feet to a granite bound; thence running on a curve to the right to an iron rod, said curve having a length of 61.78 feet, a radius of 425.00 feet, a chord bearing of S 57°57'31" W, and a chord length of 61.73 feet; thence running S 62°07'23" W a distance of 619.49 feet to a granite bound on the easterly side of said Epping Road; thence turning and running along the easterly side of said Epping Road N 39°04'02" W a distance of 50.97 feet to a granite bound and the point of beginning. The above described right-of-way containing 37,592 square feet, more or less.

TOGETHER WITH a Drainage Easement as shown and noted on said Plan and more particularly bounded and described as follows:

Beginning at a point on the southerly side of TIF Road, so called, said point being S 53°47'39" W a distance of 9.90 feet from a granite bound located on the southerly side of said TIF Road and 25 feet from and perpendicular to Station 7+50; thence running over and across land of the Grantor S 21°58'19" E a distance of 98.04 feet to a point at other land of the Grantor; thence continuing over and across other land of the Grantor S 21°58'19" E a distance of 15.63 feet; thence turning and continuing over and across other land of the Grantor S 51°44'49" W a distance of 139.28 feet; thence turning and continuing over and across other land of the Grantor N 60°16'04" W a distance of 16.18 feet to a point at land of the Grantor; thence continuing over and across land of the Grantor N 60°16'04" W a distance of 131.93 feet to the southerly side of said TIF Road; thence turning and running along the southerly side of said road N 62°07'23" E a distance of 107.74 feet to an iron rod; thence still along said road and a curve to the left to a granite bound, said curve having a length of 61.78 feet, a radius of 425.00 feet, a chord bearing of N 57°57'31" E, and a chord length of 61.73 feet; thence continuing along said road N 53°47'39" E a distance of 59.36 feet to the point of beginning. The above described easement containing 21,492 square feet, more or less.

The Drainage Easement conveyed by this deed and shown on the Plan is conveyed for the purpose of providing proper drainage of the roadway.

The Town of Exeter and its agents shall be allowed to enter upon all of the easement area described above with such personnel and equipment as reasonably necessary to maintain, repair and replace any and all improvements located within the easement area related to the road and drainage.

The Grantor, its successors and assigns, shall not construct, install, place, plant or store anything whatsoever in the above described easement area, other than the planting of grass.

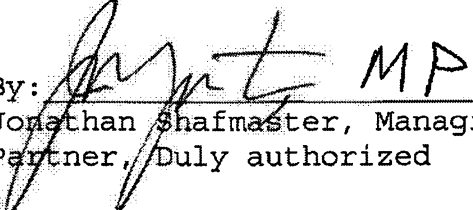
Said easement is perpetual and shall run with the land.

Meaning and intending to describe and convey a portion of the premises conveyed to CKT & Associates by Warranty Deed of EWH & Associates dated January 1, 1997 and recorded in the Rockingham County Registry of Deeds at Book 3231 Page 2722.

EXECUTED this 18TH day of July, 2019.


Witness

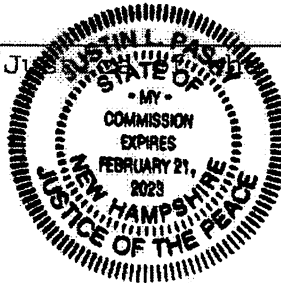
CKT & ASSOCIATES

By:  MP
Jonathan Shafmaster, Managing
Partner, Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 18 day of July, 2019, before me,
personally appeared Jonathan Shafmaster, Managing Partner of CKT
& Associates, known to me or satisfactorily proven to be the
person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein
contained on behalf of the partnership.

Notary Public/Justice of the Peace



Accepted by the Town of Exeter by vote of the Board of Selectmen
on _____, 2019.

TOWN OF EXETER
BY ITS BOARD OF SELECTMEN

Kathy Corson, Chairman

Niko Papakonstantis, Selectman

Molly Cowan, Selectman

Julie D. Gilman, Selectman

Anne L. Surman, Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this _____ day of _____, 2019, before me,
personally appeared Kathy Corson, Niko Papakonstantis, Molly
Cowan, Julie D. Gilman and Anne L. Surman, duly authorized
Selectmen of the Town of Exeter, known to me or satisfactorily
proven to be the persons whose names are subscribed to the
within instrument and acknowledged that they executed the same
for the purposes therein contained on behalf of the Town of
Exeter.

Notary Public/Justice of the Peace



Russ Dean <rdean@exeternh.gov>

Public School Impact Fees

Doreen Chester <dchester@exeternh.gov>
To: Russ Dean <rdean@exeternh.gov>

Fri, Sep 6, 2019 at 12:31 PM

Hi Russ,

Gloria from the schools requested a response last week, because they were trying to finalize their MS forms. I gave Gloria an amount based upon leaving something in the account as you mentioned in your prior e-mail. The amounts being used are as follows:

\$39,500 for ESD and \$ 36,000 for ERCSD. This leaves a balance of \$ 121.37 for ESD and \$58.91 for ERCSD.

Thank you,

Doreen

Doreen Chester, Finance Director
10 Front Street
Exeter, NH 03833
Phone: 603-773-6109
E-mail: dchester@exeternh.gov

[Quoted text hidden]



**Financial Report of the Budget
Exeter**

For the period ending December 31, 2018

GOVERNING BODY CERTIFICATION

Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

Name	Position	Signature
Kathy Corson	Chair	
Molly Cowan	Vice Chair	
Niko Papakonstantis	Clerk	
Anne L. Surman	Select Board Member	
Julie D. Gilman	Select Board Member	

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal:
<https://www.proptax.org/>

For assistance please contact:
NH DRA Municipal and Property Division
(603) 230-5090
<http://www.revenue.nh.gov/mun-prop/>



Expenditures

Account	Purpose	Voted Appropriations	Actual Expenditures
General Government			
4130-4139	Executive	\$257,501	\$255,830
4140-4149	Election, Registration, and Vital Statistics	\$367,862	\$367,054
4150-4151	Financial Administration	\$839,944	\$831,803
4152	Revaluation of Property	\$1	\$0
4153	Legal Expense	\$80,000	\$90,577
4155-4159	Personnel Administration	\$412,854	\$505,376
4191-4193	Planning and Zoning	\$266,091	\$242,535
4194	General Government Buildings	\$1,113,616	\$857,937
4195	Cemeteries	\$1	\$0
4196	Insurance	\$111,205	\$114,352
4197	Advertising and Regional Association	\$0	\$0
4199	Other General Government	\$10,000	\$9,083
General Government Subtotal		\$3,459,075	\$3,274,547
Public Safety			
4210-4214	Police	\$3,266,834	\$3,192,528
4215-4219	Ambulance	\$0	\$0
4220-4229	Fire	\$3,694,909	\$3,581,972
4240-4249	Building Inspection	\$251,522	\$248,502
4290-4298	Emergency Management	\$26,937	\$22,057
4299	Other (Including Communications)	\$477,373	\$388,316
Public Safety Subtotal		\$7,717,575	\$7,433,375
Airport/Aviation Center			
4301-4309	Airport Operations	\$0	\$0
Airport/Aviation Center Subtotal		\$0	\$0
Highways and Streets			
4311	Administration	\$417,921	\$410,596
4312	Highways and Streets	\$2,017,724	\$1,774,204
4313	Bridges	\$0	\$0
4316	Street Lighting	\$150,000	\$171,408
4319	Other	\$344,707	\$337,463
Highways and Streets Subtotal		\$2,930,352	\$2,693,671
Sanitation			
4321	Administration	\$0	\$0
4323	Solid Waste Collection	\$1,093,165	\$1,199,037
4324	Solid Waste Disposal	\$0	\$0
4325	Solid Waste Cleanup	\$0	\$0
4326-4328	Sewage Collection and Disposal	\$0	\$0
4329	Other Sanitation	\$0	\$0
Sanitation Subtotal		\$1,093,165	\$1,199,037
Water Distribution and Treatment			
4331	Administration	\$0	\$0
4332	Water Services	\$0	\$0



Expenditures

4335	Water Treatment	\$0	\$0
4338-4339	Water Conservation and Other	\$0	\$0
Water Distribution and Treatment Subtotal		\$0	\$0
Electric			
4351-4352	Administration and Generation	\$0	\$0
4353	Purchase Costs	\$0	\$0
4354	Electric Equipment Maintenance	\$0	\$0
4359	Other Electric Costs	\$0	\$0
Electric Subtotal		\$0	\$0
Health			
4411	Administration	\$130,681	\$126,808
4414	Pest Control	\$1,250	\$1,303
4415-4419	Health Agencies, Hospitals, and Other	\$0	\$0
Health Subtotal		\$131,931	\$128,111
Welfare			
4441-4442	Administration and Direct Assistance	\$37,387	\$76,008
<i>Explanation: Offset by Welfare Reimbursements in Revenues</i>			
4444	Intergovernmental Welfare Payments	\$0	\$0
4445-4449	Vendor Payments and Other	\$107,500	\$107,500
Welfare Subtotal		\$144,887	\$183,508
Culture and Recreation			
4520-4529	Parks and Recreation	\$526,256	\$517,312
4550-4559	Library	\$1,014,633	\$1,014,633
4583	Patriotic Purposes	\$15,000	\$15,439
4589	Other Culture and Recreation	\$23,001	\$23,854
Culture and Recreation Subtotal		\$1,578,890	\$1,571,238
Conservation and Development			
4611-4612	Administration and Purchasing of Natural Resources	\$9,559	\$7,060
4619	Other Conservation	\$0	\$0
4631-4632	Redevelopment and Housing	\$0	\$0
4651-4659	Economic Development	\$139,358	\$138,237
Conservation and Development Subtotal		\$148,917	\$145,297
Debt Service			
4711	Long Term Bonds and Notes - Principal	\$719,586	\$719,586
4721	Long Term Bonds and Notes - Interest	\$295,384	\$293,875
4723	Tax Anticipation Notes - Interest	\$0	\$0
4790-4799	Other Debt Service	\$0	\$0
Debt Service Subtotal		\$1,014,970	\$1,013,461
Capital Outlay			
4901	Land	\$0	\$0
4902	Machinery, Vehicles, and Equipment	\$727,695	\$705,492
4903	Buildings	\$0	\$0



Expenditures

4909	Improvements Other than Buildings	\$1,100,000	\$1,100,000
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Explanation: TIF Improvements

Capital Outlay Subtotal	\$1,827,695	\$1,805,492
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Operating Transfers Out

4912	To Special Revenue Fund	\$0	\$0
4913	To Capital Projects Fund	\$0	\$0
4914A	To Proprietary Fund - Airport	\$0	\$0
4914E	To Proprietary Fund - Electric	\$0	\$0
4914O	To Proprietary Fund - Other	\$0	\$0
4914S	To Proprietary Fund - Sewer	\$2,597,965	\$2,443,410
4914W	To Proprietary Fund - Water	\$4,626,387	\$3,226,883
4915	To Capital Reserve Fund	\$47,000	\$47,000
4916	To Expendable Trusts/Fiduciary Funds	\$150,000	\$150,000
4917	To Health Maintenance Trust Funds	\$0	\$0
4918	To Non-Expendable Trust Funds	\$0	\$0
4919	To Fiduciary Funds	\$0	\$0

Operating Transfers Out Subtotal	\$7,421,352	\$5,867,293
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Payments to Other Governments

4931	Taxes Assessed for County	\$0	\$1,987,619
4932	Taxes Assessed for Village District	\$0	\$0
4933	Taxes Assessed for Local Education	\$0	\$29,263,791
4934	Taxes Assessed for State Education	\$0	\$4,089,954
4939	Payments to Other Governments	\$0	\$0

Payments to Other Governments Subtotal		\$35,341,364
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Total Before Payments to Other Governments	\$27,468,809	\$25,315,030
Plus Payments to Other Governments		\$35,341,364
Plus Commitments to Other Governments from Tax Rate	\$35,341,364	
Less Proprietary/Special Funds	\$7,421,352	\$5,867,293
Total General Fund Expenditures	\$55,388,821	\$54,789,101



Revenues

Account	Source of Revenues	Estimated Revenues	Actual Revenues
Taxes			
3110	Property Taxes	\$0	\$48,138,113
3120	Land Use Change Tax - General Fund	\$52,500	\$354,100
3121	Land Use Change Taxes (Conservation)	\$0	\$0
3180	Resident Tax	\$0	\$0
3185	Yield Tax	\$1,800	\$1,800
3186	Payment in Lieu of Taxes	\$43,179	\$41,304
3187	Excavation Tax	\$970	\$970
3189	Other Taxes	\$1,450	\$1,981
3190	Interest and Penalties on Delinquent Taxes	\$150,000	\$133,418
9991	Inventory Penalties	\$0	\$0
Taxes Subtotal		\$249,899	\$48,671,686
Licenses, Permits, and Fees			
3210	Business Licenses and Permits	\$0	\$0
3220	Motor Vehicle Permit Fees	\$2,850,000	\$3,025,683
3230	Building Permits	\$160,000	\$202,365
3290	Other Licenses, Permits, and Fees	\$210,000	\$218,609
3311-3319	From Federal Government	\$68,000	\$68,771
		<i>Explanation: FEMA</i>	
Licenses, Permits, and Fees Subtotal		\$3,288,000	\$3,515,428
State Sources			
3351	Shared Revenues	\$0	\$0
3352	Meals and Rooms Tax Distribution	\$774,137	\$774,137
3353	Highway Block Grant	\$304,179	\$304,007
3354	Water Pollution Grant	\$25,694	\$25,521
3355	Housing and Community Development	\$0	\$0
3356	State and Federal Forest Land Reimbursement	\$0	\$0
3357	Flood Control Reimbursement	\$0	\$0
3359	Other (Including Railroad Tax)	\$25,000	\$22,668
		<i>Explanation: Railroad, State RERP</i>	
3379	From Other Governments	\$0	\$0
State Sources Subtotal		\$1,129,010	\$1,126,333
Charges for Services			
3401-3406	Income from Departments	\$870,000	\$989,374
3409	Other Charges	\$0	\$0
Charges for Services Subtotal		\$870,000	\$989,374
Miscellaneous Revenues			
3501	Sale of Municipal Property	\$500	\$0
3502	Interest on Investments	\$500	\$1,376
3503-3509	Other	\$23,000	\$25,530
		<i>Explanation: Town Rental Property, Donated Revenue</i>	
Miscellaneous Revenues Subtotal		\$24,000	\$26,906
Interfund Operating Transfers In			



Revenues

3912	From Special Revenue Funds	\$184,989	\$184,989
<i>Explanation: EMS Revolving Fund</i>			
3913	From Capital Projects Funds	\$268,000	\$268,000
3914A	From Enterprise Funds: Airport (Offset)	\$0	\$0
3914E	From Enterprise Funds: Electric (Offset)	\$0	\$0
3914O	From Enterprise Funds: Other (Offset)	\$0	\$0
3914S	From Enterprise Funds: Sewer (Offset)	\$2,567,965	\$3,600,522
3914W	From Enterprise Funds: Water (Offset)	\$3,361,387	\$3,693,756
3915	From Capital Reserve Funds	\$0	\$0
3916	From Trust and Fiduciary Funds	\$150,000	\$166,957
3917	From Conservation Funds	\$0	\$0
Interfund Operating Transfers In Subtotal		\$6,532,341	\$7,914,224
Other Financing Sources			
3934	Proceeds from Long Term Bonds and Notes	\$2,425,000	\$945,000
Other Financing Sources Subtotal		\$2,425,000	\$945,000
Less Proprietary/Special Funds		\$6,532,341	\$7,914,224
Plus Property Tax Commitment from Tax Rate		\$48,051,895	
Total General Fund Revenues		\$56,037,804	\$55,274,727



Balance Sheet

Account	Description	Starting Balance	Ending Balance
Current Assets			
1010	Cash and Equivalents	\$19,353,948	\$27,697,737
1030	Investments	\$7,490	\$7,629
1080	Tax Receivable	\$1,056,689	\$1,135,237
1110	Tax Liens Receivable	\$605,052	\$673,388
1150	Accounts Receivable	\$99,600	\$87,325
1260	Due from Other Governments	\$0	\$0
1310	Due from Other Funds	\$3,895,768	\$1,013,451
1400	Other Current Assets	\$290,079	\$0
1670	Tax Deeded Property (Subject to Resale)	\$0	\$0
Current Assets Subtotal		\$25,308,626	\$30,614,767
Current Liabilities			
2020	Warrants and Accounts Payable	\$318,134	\$640,486
2030	Compensated Absences Payable	\$0	\$0
2050	Contracts Payable	\$0	\$0
2070	Due to Other Governments	\$0	\$0
2075	Due to School Districts	\$14,945,913	\$15,174,097
2080	Due to Other Funds	\$4,808,620	\$9,073,118
2220	Deferred Revenue	\$0	\$0
2230	Notes Payable - Current	\$0	\$0
2270	Other Payable	\$5,555	\$11,036
Current Liabilities Subtotal		\$20,078,222	\$24,898,737
Fund Equity			
2440	Non-spendable Fund Balance	\$369,681	\$405,038
2450	Restricted Fund Balance	\$254,066	\$278,099
2460	Committed Fund Balance	\$101,783	\$0
2490	Assigned Fund Balance	\$230,185	\$20,000
2530	Unassigned Fund Balance	\$4,274,689	\$5,012,893
Fund Equity Subtotal		\$5,230,404	\$5,716,030



Tax Commitment

Source	County	Village	Local Education	State Education	Other	Property Tax
MS-535	\$1,987,619	\$0	\$29,263,791	\$4,089,954	\$0	\$48,138,113
Commitment	\$1,987,619	\$0	\$29,263,791	\$4,089,954		\$48,051,895
Difference	\$0	\$0	\$0	\$0		\$86,218

General Fund Balance Sheet Reconciliation

Total Revenues	\$55,274,727
Total Expenditures	\$54,789,101
Change	\$485,626
Ending Fund Equity	\$5,716,030
Beginning Fund Equity	\$5,230,404
Change	\$485,626



Long Term Debt

Description (Purpose)	Original Obligation	Annual Installment	Rate	Final Payment	Start of Year	Issued	Retired	End of Year
2010 Sewerline Project (Sewer)	\$1,013,670	\$101,500	3.550	2021	\$404,250	\$0	\$0	\$404,250
2010 Waterline Project (Water)	\$1,534,986	\$153,700	3.550	2021	\$612,150	\$0	\$0	\$612,150
Court Street Culvert (Water)	\$45,000	\$3,972	2.5382	2027	\$45,000	\$0	\$0	\$45,000
Court Street Culvert (General)	\$1,336,000	\$117,928	2.5382	2027	\$1,336,000	\$0	\$0	\$1,336,000
Downtown Sidewalks (General)	\$562,700	\$60,000	2.54	2025	\$442,700	\$0	\$0	\$442,700
Great Dam Removal (General)	\$347,544	\$34,800	3.550	2021	\$138,600	\$0	\$0	\$138,600
Great Dam Removal (General)	\$1,564,000	\$160,000	2.30	2024	\$1,086,000	\$0	\$0	\$1,086,000
Groundwater Treatment Plant (Water)	\$5,040,866	\$136,882	1.96	2036	\$4,903,984	\$0	\$0	\$4,903,984
Jady Hill Ph II (Sewer)	\$2,577,000	\$130,000	3.193	2032	\$1,925,000	\$0	\$0	\$1,925,000
Jady Hill Utilities (General)	\$193,800	\$25,000	3.193	2019	\$45,000	\$0	\$0	\$45,000
Lincoln Street PH II (Water)	\$144,062	\$9,758	2.3422	2032	\$144,062	\$0	\$0	\$144,062
Lincoln Street PH II (Sewer)	\$799,202	\$54,134	2.3422	2032	\$799,202	\$0	\$0	\$799,202
Lincoln Street PH II (General)	\$1,459,486	\$98,858	2.3422	2032	\$1,459,486	\$0	\$0	\$1,459,486
Linden St. Culvert (General)	\$689,700	\$70,000	2.54	2025	\$549,700	\$0	\$0	\$549,700
Main & Lincoln Sewerlines (Sewer)	\$176,000	\$20,000	2.30	2024	\$124,000	\$0	\$0	\$124,000
Main & Lincoln Waterlines (Water)	\$1,225,000	\$125,000	2.30	2024	\$850,000	\$0	\$0	\$850,000
Norrisbrook Culvert (General)	\$411,250	\$60,000	3.193	2019	\$110,000	\$0	\$0	\$110,000
Portsmouth Ave. Sewerline (Sewer)	\$823,088	\$83,929	2.538	2023	\$486,785	\$0	\$0	\$486,785
Portsmouth Ave. Waterline (Water)	\$157,612	\$16,071	2.538	2023	\$93,216	\$0	\$0	\$93,216
Waste Stream Reduction (Water)	\$204,846	\$41,252	.9700	2018	\$42,538	\$0	\$0	\$42,538
Wastewater Facility Plan (Sewer)	\$362,900	\$50,000	3.193	2019	\$100,000	\$0	\$0	\$100,000
Water Meter Replacement Program (Water)	\$510,349	\$104,102	.97	2019	\$224,955	\$0	\$0	\$224,955
Water St. Sewer Intercept (Sewer)	\$341,379	\$68,277	1.060	2018	\$68,276	\$0	\$0	\$68,276
Water Tank (General)	\$2,138,600	\$110,000	3.97	2029	\$1,260,000	\$0	\$0	\$1,260,000



Long Term Debt

Water Tank Distribution (Water)

\$3,900,000	\$188,304	1.352	2028	\$2,447,811	\$0	\$0	\$2,447,811
\$27,559,040				\$19,698,715	\$0	\$0	\$19,698,715

Correspondence

Correspondence

September 9th, 2019

Town Manager's Notes

- Household Hazardous Waste Collection now requesting a \$10 donation to cover costs. Grant was reduced and costs are related to disposal volumes.

2019 HOUSEHOLD HAZARDOUS WASTE COLLECTION

SATURDAY, OCT. 19 8 A.M. - 1 P.M. EXETER PUBLIC WORKS GARAGE, NEWFIELDS ROAD (RT 85)

COLLECTING FOR EXETER, STRATHAM, NEWFIELDS, EAST KINGSTON, EPPING, SEABROOK & SOUTH HAMPTON RESIDENTS ONLY

WE CAN TAKE WASTE FROM YOUR:



HOUSE

Rechargeable batteries, metal polish, photo chemicals, drain & oven cleaners, furniture polish, compact fluorescent light bulbs*, and mercury thermometers
*4' fluorescent bulbs (additional charge)



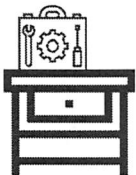
GARAGE

Motor oil, auto batteries, antifreeze, wax & polish, brake fluid, engine degreasers, asbestos (wetted and double bagged), and carburetor cleaner



SHED

Pesticides, insect sprays, rodent killers, pool chemicals, muriatic acid, no-pest strips, lead sinkers, flashing, and creosote



WORKBENCH

Rust remover, wood preservatives, mercury, paint thinners, oil-based paints, solvents, degreasers



WHY PARTICIPATE?

Hazardous waste is not just an industrial problem. Many household products contain hazardous chemicals. We are all hazardous waste generators!

\$10

DONATION
to help offset costs

10

Gallons of waste (or 20 lbs) may be disposed of by each household



NOT ALLOWED

The following wastes cannot be accepted:

- Latex paint (not hazardous)
- Alkaline batteries (not hazardous)
- Electronics
- Gas cylinders
- Explosive materials
- Ammunition
- Radioactive materials
- Infectious and biological wastes
- Prescription medicines/syringes
- Esters
- Unknown materials

PLEASE DON'T BRING THEM!



*Sponsored by the Towns of Exeter (778-0591), Stratham (772-4741), Newfields (772-5870), East Kingston, Epping (642-8406), Seabrook (474-9771) & South Hampton (354-7696)
*Organized by Rockingham Planning Commission (778-0885)
*For more info call the listed phone numbers
*Icon credits: flaticon.com



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

August 1, 2019

Town Manager's Office

AUG 05 2019

William Cass, P.E.
Assistant Commissioner

Received

Kathy Corson Select Board Chair, Chairman of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 03833

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

Dear Ms. Select Board Chair:

The following is notification of State Highway Block Grant Aid available to your town in State Fiscal Year 2020 (July 1, 2019 thru June 30, 2020) based on estimated State Fiscal Year 2019 revenues through June 30, 2019. The Block Grant Aid payments include highway revenue from Senate Bill (SB) 367 that was effective July 1, 2014. The total will change based on final audited State Fiscal Year 2019 revenues. The resulting adjustment will be reflected in the April payment. Funding is anticipated to be available in the future operating budget.

State Highway Block Grant Aid anticipated to be available to the Town of Exeter during Fiscal Year 2020 (July 1, 2019 to June 30, 2020) is as follows:

Table with 2 columns: Payment Period, Amount. Rows: July 2019 Actual Payment: \$94,398.03; October 2019 Actual Payment: \$94,398.03; January 2020 Actual Payment: \$62,932.02; April 2020 Estimated Payment: \$62,932.02

TOTAL FOR FY 2020: \$314,660.10

In generalized terms and in accordance with statutory provisions for distribution of Apportionment "A" and SB 367 funds, a disbursement is made of approximately \$1,500 for each mile of Class IV and Class V highway inventoried by each municipality and approximately \$13 for each person residing in a municipality based on the state planning estimate of population. Apportionment "B" in the amount of \$400,000.00 is distributed this year to 18 small towns under a somewhat more complicated formula as specified in RSA 235:23, which recognizes the economics of maintaining their Class V highway mileage when considered in relationship to their equalized valuation tax base.

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

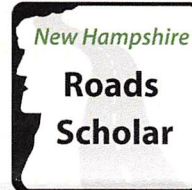
Sincerely,

C. R. Willeke

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

CRW/dmp

August 19, 2019

Select Board
Town of Exeter
10 Front Street
Exeter, NH 3833Re: Roads Scholar Program

Dear Sirs and Madams:

It is our pleasure to inform you that Connor McCallum has achieved the status of **Roads Scholar One**. The T² Center has created the Roads Scholar Program to recognize various achievement levels in our educational program for people who work in public works.

Roads Scholar One is the **first achievement level** of the six levels in the Roads Scholar Program. It is distinguished from the other levels by requiring the completion of 25 contact hours, at the learner's discretion. The typical training session yields five hours of contact, therefore an individual must typically attend **five one-day workshops** to reach the level Connor has completed.

On behalf of the Technology Transfer Center, I am pleased to notify you of the extra effort and commitment that Connor has demonstrated in order to achieve this status. He deserves to be congratulated for his persistence and drive to maintain a leading edge in the field of local road maintenance and construction.

Sincerely,

Marilee LaFond
UNH Technology Transfer Center Manager

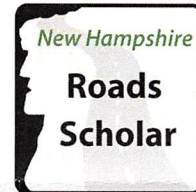
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cc: Connor McCallum

The UNH Technology Transfer Center is sponsored by the Federal Highway Administration and the New Hampshire Department of Transportation. One of the missions of the Technology Transfer Center is to provide educational support for the people who build and maintain the nation's infrastructure



August 19, 2019

Select Board
Town of Exeter
10 Front Street
Exeter, Nh 3833Re: Roads Scholar Program

Dear Sirs and Madams:

It is our pleasure to inform you that Daniel Lewis has achieved the status of **Roads Scholar One**. The T² Center has created the Roads Scholar Program to recognize various achievement levels in our educational program for people who work in public works.

Roads Scholar One is the **first achievement level** of the six levels in the Roads Scholar Program. It is distinguished from the other levels by requiring the completion of 25 contact hours, at the learner's discretion. The typical training session yields five hours of contact, therefore an individual must typically attend **five one-day workshops** to reach the level Daniel has completed.

On behalf of the Technology Transfer Center, I am pleased to notify you of the extra effort and commitment that Daniel has demonstrated in order to achieve this status. He deserves to be congratulated for his persistence and drive to maintain a leading edge in the field of local road maintenance and construction.

Sincerely,

Marilee LaFond
UNH Technology Transfer Center Manager

/ml

cc: Daniel Lewis

The UNH Technology Transfer Center is sponsored by the Federal Highway Administration and the New Hampshire Department of Transportation. One of the missions of the Technology Transfer Center is to provide educational support for the people who build and maintain the nation's infrastructure






STATE OF NEW HAMPSHIRE

HOUSE OF REPRESENTATIVES

Office of the Speaker

MEMORANDUM

TO: Honorable Julie Gilman
Honorable Peter Somssich
Honorable Jason Janvrin

FROM: House Speaker Stephen J. Shurtleff 

DATE: August 12, 2019

RE: Coastal Resilience and Cultural and Historic Reserve District Commission

Pursuant to SB 285, Chapter 318, Laws of 2019, I am pleased to appoint you to the *Coastal Resilience and Cultural and Historic Reserve District Commission*.

It will be the responsibility of the first-named Senate member to call the organizational meeting.

Please be aware that appointments are coterminous with your current term in the house. Should the committee continue past this term, reappointments are required.

Enclosed is a copy of the legislation, as well as general committee guidelines, for your review. I appreciate your willingness to serve and would be happy to assist you with any questions or concerns you may have.

SJS/kkc

Enclosures

cc: Karen Ebel, Deputy Speaker
Richard Hinch, House Republican Leader
Paul Smith, House Clerk
Ann FitzGerald, House Committee Services

New Hampshire House of Representatives

Study Committee/Commission Procedure Guidelines

2019

Below are guidelines to assist you with the study committee process.

If the legislation that created the study committee/commission specifies that the first-named House member shall call the organizational meeting and you are listed first on the Speaker's appointment letter, you are responsible for calling the meeting. If you are *NOT* first named but have questions regarding the process, please contact House Committee Services. Otherwise, any concerns you have will be addressed at the organizational meeting.

As first-named, please do the following:

- Contact **House Committee Services (271-3125 or 271-3600/LOB 4th floor)** for assistance in scheduling the organizational meeting.

At the organizational meeting:

1. Hold an election for chair. The chair should then appoint a clerk from among the committee members.
2. Review study committee charge and bill file.
3. Review timeline to achieve completion of study by the report due date included in the legislation.
4. Set schedule of meetings and agenda.

The chair, if a House member, should:

1. Schedule meetings with **House Committee Services**; scheduling information will be transmitted to the House Clerk's Office for publication in the House Calendar.
2. Utilize **House Committee Services** to send out notices of meetings, type minutes and maintain a committee file. A copy of all material distributed at meetings should be included in the committee file.
3. Utilize **House Committee Research (271-3600/LOB 4th floor)** for research requests. Traditionally, the researcher will be from the House committee to which the bill was originally referred. The researcher can provide information to help members prepare for the first meeting and throughout the study process.

Final report due in the House Clerk's Office (and other locations specified by legislation) by the due date specified in the legislation.

CHAPTER 318
SB 285-FN - FINAL VERSION

03/07/2019 0663s
8May2019... 1715h
5Jun2019... 2245h

2019 SESSION

19-1071
08/05

SENATE BILL **285-FN**

AN ACT establishing a coastal resilience and economic development program.

SPONSORS: Sen. Watters, Dist 4; Sen. Sherman, Dist 24; Sen. Fuller Clark, Dist 21; Sen. Morgan, Dist 23; Sen. Kahn, Dist 10; Rep. Cushing, Rock. 21; Rep. Somssich, Rock. 27

COMMITTEE: Energy and Natural Resources

AMENDED ANALYSIS

This bill:

- I. Allows municipalities to unify as a result of a climate change emergency.
- II. Allows municipalities to create municipal development and revitalization districts as a result of a climate change emergency.
- III. Creates coastal resilience and cultural and historic reserve districts.
- IV. Creates a coastal resilience and cultural and historic reserve district fund.
- V. Creates a coastal resilience and cultural and historic reserve commission.

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears [~~in brackets and struckthrough.~~]
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.
03/07/2019 0663s
8May2019... 1715h
5Jun2019... 2245h 19-1071
08/05

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Nineteen

AN ACT establishing a coastal resilience and economic development program.

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

318:1 Findings. It is the policy of the state of New Hampshire to support municipalities in the coastal and Great Bay Estuary region to prepare for sea-level rise, storm surge, and flooding from extreme precipitation.

318:2 New Section; Climate Emergency Municipal Unification. Amend RSA 31 by inserting after section 9-c the following new section:

31:9-d Climate Emergency Municipality Unification.

I. As a result of sea-level rise, storm surge, and flooding from extreme precipitation events, or in anticipation of such events as projected by the Coastal Risk and Hazards Commission final report, "Preparing New Hampshire for Projected Storm Surge, Sea-Level Rise, and Extreme Precipitation," and subsequent science and technical advisory panel reports under RSA 483-B:22, the legislative body of a municipality may declare a climate emergency and engage in planning for municipal cooperation and for municipal boundary adjustment or unification with one or more other municipalities. Municipal boundary adjustment or unification may include (a) the alteration of existing municipal boundaries or (b) the creation of a new municipality incorporating the existing boundaries of such municipalities and the creation of new, unified legislative and governing bodies. During this process a municipality may discontinue public roads pursuant to RSA 231:43 or RSA 231:45.

II. A proposal for municipal boundary adjustment or unification shall be presented in a bill to the general court after approval by a majority vote of each of the governing bodies of the municipalities affected. Approval of the boundary adjustment or unification by the general court and the respective municipalities shall follow the process for alteration of town lines under RSA 51:9. A legislative enactment authorizing the unification of 2 or more municipalities shall establish the form of government for the resulting municipality and a process for electing or appointing all necessary municipal officers if the unification is approved as provided in RSA 51:9.

318:3 New Section; Joint Municipal Development and Revitalization Districts. Amend RSA 162-K by inserting after section 15 the following new section:

162-K:16 Joint Municipal Development and Revitalization Districts. Municipalities may enter into an agreement under RSA 53-A to jointly establish a municipal development district that may include land within the several municipalities using the procedures in this chapter. Tax revenues and expenditures may be allocated as provided in the agreement.

318:4 New Subdivision; Coastal Resilience and Cultural and Historic Reserve Districts. Amend RSA 12-A by inserting after section 67 the following new subdivision:

Coastal Resilience and Cultural and Historic Reserve Districts

12-A:68 Coastal Resilience and Cultural and Historic Reserve Districts. Municipalities, regional planning commissions, the coastal resilience and cultural and historic reserve district commission, and state agencies may establish coastal resilience and cultural and historic reserve districts, which shall comprise lands suitable and eligible as a reserve of sufficient elevation and distance from tidal and riverine waters for historic properties and other historic and cultural resources, including historic burial grounds. The acquisition of land and the acquisition, removal, restoration, and placement of such resources by municipalities, the coastal resilience and cultural and historic reserve district commission, and state agencies may be funded by municipal funding, including bonding, private and non-profit donations, funding from the land and community heritage investment trust program established RSA 227-M:7, the conservation number plate fund established in RSA 261:97-b, and funding from the state and federal government. Such districts may be established as municipal or regional development districts under RSA 162-K. An existing local historic district, as defined in RSA 674:45-50, may, upon

recommendation by a municipal governing body, be designated by the coastal resilience and cultural and historic reserve district commission as a coastal resilience and cultural and historic reserve district.

12-A:69 Coastal Resilience and Cultural and Historic Reserve District Fund. There is established a nonlapsing fund to be known as the coastal resilience and cultural and historic reserve district fund in the department of natural and cultural resources. The fund shall be used for assessing historic resource vulnerability, for implementing adaptation measures that protect endangered cultural and historic resources, for the acquisition of land and the acquisition, removal, restoration, and placement of historic properties and other historic and cultural resources including historic burial grounds in danger of flooding from tidal and riverine waters when other adaptation measures are insufficient. The fund shall be managed by the coastal resilience and cultural and historic reserve district commission established in RSA 12-A:70.

12-A:70 Commission Established.

I. The coastal resilience and cultural and historic reserve district commission is established. The members of the commission shall be as follows:

- (a) One representative of the Rockingham planning commission, selected by its director.
- (b) One representative of the Strafford regional planning commission, selected by its director.
- (c) One representative of each town or city that borders the tidal waters of the Great Bay Estuary or Atlantic Ocean, appointed by that town or city's governing body.
- (d) Two members of the senate, appointed by the president of the senate.
- (e) Three members of the house of representatives, appointed by the speaker of the house of representatives.
- (f) One representative of the New Hampshire Municipal Association, appointed by its executive director.
- (g) A representative of the division of historic resources, appointed by its director.
- (h) Three representatives of non-profits museums, historic properties, and historic associations in the seacoast and Great Bay Estuary regions, appointed by the governor.
- (i) A representative of Historic New England, appointed by its president.
- (j) A representative of the New Hampshire Old Graveyard Association, appointed by its president.
- (k) A representative of the Southeastern Land Trust, appointed by its president.
- (l) One representative of each local historic district in each municipality that borders the Great Bay or Atlantic Ocean, appointed by that district.

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

III. The commission shall:

- (a) Identify suitable and eligible lands for coastal resilience and cultural and historic reserve districts.
- (b) Adopt rules, procedures, and agreements, in consultation with municipalities, regional planning commissions, and state agencies for the creation and management of the districts.
- (c) Solicit funding for and manage the coastal resilience and cultural and historic reserve district commission fund.
- (d) Develop policies on assessing the vulnerability of cultural and historic resources, the implementation of adaptation measures to improve resilience, and governing the acquisition and removal of properties to the district and the ongoing stewardship of such properties.
- (e) Develop cooperative agreements with municipalities, local historic districts, regional planning commissions, and others, in the establishment of any related municipal or regional development district incorporating the coastal resilience and cultural and historic reserve district commission.

(f) Recommend any changes to state statutes, rules, and practices and, in consultation with municipalities, changes to local ordinances necessary for coastal resilience and cultural and historic reserve districts established.

IV. The terms of the elected members of the commission shall be coterminous with their terms in office; the terms of all other appointed members shall be 3 years. In the event of a vacancy, a new member shall be appointed for the unexpired term in the same manner as the original appointment.

V. The first meeting of the commission shall be called by the first-named senate member and shall be held within 90 days of the effective date of this section. The members of the commission shall elect a chairperson from among the members at the first meeting. Fifteen members of the commission shall constitute a quorum.

318:5 New Section; Regional Planning Commissions; Coastal Resilience Fund; Climate Resilience Cooperative Agreements. Amend RSA 36 by inserting after section 53 the following new section:

36:53-a Coastal Resilience Fund; Climate Resilience Cooperative Agreements.

I. The Strafford regional planning commission and the Rockingham planning commission either separately or jointly with participating municipalities may create climate resilience cooperative agreements forming an authority to plan for and address sea-level rise, storm surge, and flooding from extreme precipitation events or in anticipation of such events as projected by the Coastal Risk and Hazards Commission final report "Preparing New Hampshire for Projected Storm Surge, Sea-Level Rise, and Extreme Precipitation," and subsequent science and technical advisory panel reports under RSA 483-B:22.

II. Municipalities participating in a climate resilience cooperative agreement shall approve such agreement by a simple majority vote of the legislative body.

III. An authority formed by a climate resilience cooperative agreement may establish a coastal resilience fund, to be funded by contributions from participating parties or by bonds, to plan for and address current and future regional needs for projects such as, but not limited to, road projects, shared municipal facilities including wastewater treatment and wastewater systems, and other coastal mitigation and protection projects. If solid waste systems are proposed, such projects shall be governed by the provisions of RSA 53-B. If wastewater and waste treatment systems are proposed, such projects shall be governed by the provisions of RSA 485. For the purposes of the coastal resilience fund, the agreement may establish a common bonding authority under RSA 33.

IV. The climate resilience cooperative agreement shall establish a governing authority and process to oversee the coastal resilience fund.

(a) For an agreement formed by one regional planning commission, the governing authority shall be composed of the regional planning commission director, an elected official of a participating municipality selected by agreement of the governing bodies of the participating municipalities, and the chair of the county delegation for the county that has the largest number of municipalities in the regional planning commission's coverage area.

(b) For an agreement formed by both regional planning commissions, the governing authority shall be composed of both regional planning commission directors, an elected official of a participating municipality from both Rockingham and Strafford counties, each selected by agreement of the governing bodies of the participating municipalities in such county and the chairs of the Rockingham and Strafford county delegations.

V. The business affairs and actions of a climate resilience cooperative agreement authority shall be conducted and governed pursuant to the terms, conditions, and provisions of its agreement. The agreement shall include, but not be limited to, the following:

- (a) A list of municipalities included in the coastal resilience and historic reserve district.
- (b) Except as provided otherwise by law, the powers, duties, and authorities of the climate resilience cooperative agreement authority.
- (c) Provisions for the sharing of planning, construction, operating, maintenance, and closing costs of any facilities.
- (d) A description of proposed activities and projects.
- (e) The terms by which other municipalities may be admitted to the agreement.
- (f) The terms by which a municipality may withdraw from the agreement before or after debt has been incurred.
- (g) The method by which the agreement may be amended including conditions under which an amendment may be approved by the governing or legislative bodies of member municipalities.
- (h) The procedure for dissolution of the authority before or after debt has been incurred.
- (i) Provisions for varied levels of participation by member municipalities in multiple projects, if available.
- (j) The procedure for the preparation and adoption of the annual budget, including the apportionment of authority expenses and a schedule of payments and other procedures relative to governing the authority's fiscal affairs.
- (k) The remedies and penalties which the climate resilience cooperative agreement authority may assert against a member which defaults in its obligations to the authority, if any.
- (l) Procedures to receive and disburse funds for any climate resilience cooperative agreement authority purpose.
- (m) Procedures to incur temporary debt in anticipation of revenue to be received.
- (n) Procedures to assess member municipalities for expenses of the climate resilience cooperative agreement authority.
- (o) Power to receive any grants or gifts for the purposes of the climate resilience cooperative agreement authority.
- (p) Procedures to engage legal counsel, accountants, engineers, contractors, consultants, agents, and other advisors.
- (q) Procedures for entering into contracts with any person consistent with the climate resilience cooperative agreement authority.
- (r) Bylaws and regulations relative to project management.
- (s) Procedures for establishing payments to the authority from participating municipalities.
- (t) Procedures for funding the coastal resilience fund, including authorization of bonding or incurring any debt, by the participating municipalities.

VI. The one year limitation on regional planning commissions' debt obligations under RSA 36:49 shall not apply to the bonding authority under this section.

318:6 New Subdivision; Coastal Risk and Hazards Preparedness. Amend RSA 228 by inserting after section 115 the following new subdivision:

Coastal Risk and Hazards Preparedness

228:116 Coastal Risk and Hazards Preparedness. If abandonment of any state highway is considered because of sea-level rise, storm surge, and extreme precipitation events, or in anticipation of such events as projected by the Coastal Risk and Hazards Commission final report, "Preparing New Hampshire for Projected Storm Surge, Sea-Level Rise, and Extreme Precipitation," and subsequent science and technical advisory panel reports under RSA 483-B:22, the department of transportation shall coordinate procedures with affected municipalities, the Rockingham planning commission, the Strafford regional planning commission, the department of business and economic affairs, and with business, real estate, tourism, and

other affected economic interests. The process shall also consider mitigation policies and potential funding for owners of affected properties served by such roadways and projected impacts to the environment and natural and cultural resources. The final approval for such projects and related funding shall be through the 10-year plan process and shall be included in the 10-year plan.

318:7 New Subparagraph; 10-Year Transportation Improvement Program. Amend RSA 240:3, VI by inserting after subparagraph (e) the following new subparagraph:

(f) For any project located in the coastal and Great Bay regions of the state, the project shall reference as guidance for all potentially affected activities in said regions the requirements regarding coastal resilience and economic development in RSA 483-B:22.

318:8 New Subparagraph; Coastal Resilience and Cultural and Historic Reserve District Fund. Amend RSA 6:12, I(b) by inserting after subparagraph (343) the following new subparagraph:

(344) Moneys deposited in the coastal resilience and cultural and historic reserve district fund established in RSA 12-A:69.

318:9 Effective Date. This act shall take effect 60 days after its passage.

Approved: Enacted in accordance with Part II, Article 44 of N.H. Constitution, without signature of governor, August 3, 2019

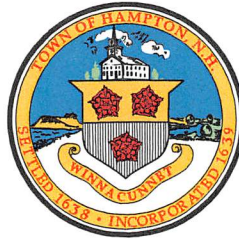
Effective Date: October 02, 2019

Town of Hampton

Town Manager's Office

SEP 3 2019

Received



August 27, 2019

Ms. Kathy Corson, Chairman
Town of Exeter
10 Front Street
Exeter, NH 03833

Dear Madam Chairman:

On Monday, August 26, 2019, the Selectmen of the Town of Hampton voted to adopt the Resolution urging the United States Congress to enact the Energy Innovation and Carbon Dividend Act of 2019.

Enclosed is an executed Energy Innovation and Carbon Dividend Act of 2019 Resolution for your review and reference.

The Selectmen have reviewed and endorses the *Energy Innovation and Carbon Dividend Act of 2019, H.R. 763* because of the risk of sea level rise, storm surge, and increasingly volatile weather patterns that directly threaten the citizens, businesses, and residential properties of the Town of Hampton.

The Intergovernmental Panel on Climate Change report states that we only have 12 years remaining to make massive and unprecedented changes to global energy infrastructure to limit global warming to moderate levels.

We urge your Board of Selectmen to adopt the same and send it to the President and Vice President of the United States, to the Speaker of the House of Representatives, to the Majority Leader of the Senate, to each U.S. Senator and Representative from the State of New Hampshire in the Congress of the United States, and to nearby Town, city and county governments urging that they pass similar resolutions.

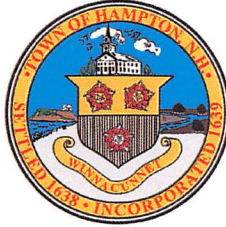
If you should have any questions, please do not hesitate to contact this office.

Thank you for your attention to this matter.

Sincerely yours,

Frederick W. Welch
Town Manager

Town of Hampton



Resolution of the Town of Hampton, NH urging the United States Congress to enact the Energy Innovation and Carbon Dividend Act of 2019

WHEREAS, The Intergovernmental Panel on Climate Change (IPCC), the United Nations climate science body, issued a special report on the impacts of global warming of 1.5°C above pre-industrial levels in October 2018 warning that global warming is likely to reach 1.5°C between 2030 and 2052 if it continues to increase at the current rate; and

WHEREAS, the IPCC report states that we have only 12 years left to make massive and unprecedented changes to global energy infrastructure to limit global warming to moderate levels; and

WHEREAS, the IPCC report states that countries must begin to price carbon as a critical first step to controlling CO₂ emissions generating the warming of the planet; and

WHEREAS, the United States government released its Fourth Annual Climate Assessment in November 2018 reporting that the impacts of climate change are already being felt in communities across the country, and that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems that provide essential benefits to communities; and

WHEREAS, conservative estimates by the world's climate scientists state that to achieve climate stabilization and avoid cataclysmic climate change, emissions of greenhouse gases (GHGs) must be brought to 80-95% below 1990 levels by 2050; and

WHEREAS, presently the environmental, health, and social costs of carbon emissions are not included in prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and

WHEREAS, to begin to correct this market failure, Congress can enact **the Energy Innovation and Carbon Dividend Act, H.R. 763** to assess a national carbon fee on fossil fuels based on the amount of CO₂ the fuel will emit when burned and allocate the collected proceeds to all U.S. Households in equal shares in the form of a monthly dividend; and

WHEREAS, for efficient administration, the fossil fuels fee can be applied once, as far upstream in the economy as practical, or at the port of entry into the United States; and

WHEREAS, as stated in the **Energy Innovation and Carbon Dividend Act of 2019, H.R. 763**, a national, revenue-neutral carbon fee starting at a relatively low rate of \$15 per ton of CO2 equivalent emissions and resulting in equal charges per ton of CO2 equivalent emissions potential in each type of fuel or greenhouse gas should be assessed to begin to lower what are now dangerously high CO2 emissions. The yearly increase in carbon fees including other greenhouse gases, shall be at least \$10 per ton of CO2 equivalent each year, with the Department of Energy determining whether an increase larger than \$10 per ton per year is needed to achieve program goals; and

WHEREAS, the **Energy Innovation and Carbon Dividend Act of 2019, H.R. 763**, specifies that, in order to protect low and middle income citizens from the economic impact of rising prices due to the carbon fee, equal monthly per-person dividend payments shall be made to all American households (1/2 payment per child under 19 years old) each month from the fossil fuel fees collected. The total value of all monthly dividend payments shall represent 100% of the net carbon fees collected per month; and

WHEREAS, the **Energy Innovation and Carbon Dividend Act of 2019, H.R. 763**, encourages market-driven innovation of clean energy technologies and market efficiencies which will reduce harmful pollution and leave a healthier, more stable, and more prosperous nation for future generations; and

WHEREAS, the **Energy Innovation and Carbon Dividend Act of 2019, H.R. 763**, will, after 12 years, lead to a decrease in America's CO2 emissions of 40 percent and an increase in national employment of 2.1 million jobs; and

WHEREAS, border adjustments - carbon content-based tariffs on products imported from countries without comparable carbon pricing, and refunds to our exporters of carbon fees paid - can maintain the competitiveness of U.S. businesses in global markets; and

WHEREAS, a national carbon fee can be implemented quickly and efficiently, and will respond to the urgency of the climate crisis because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the fee, and already collects fees from fossil fuel producers and importers; and

WHEREAS, A national revenue-neutral carbon fee would make the United States a leader in mitigating climate change and in the clean energy technologies of the 21st century and would provide incentive to other countries to enact similar carbon fees, reducing global CO2 emissions without the need for complex international agreements; and

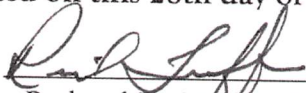
WHEREAS, The City of Portsmouth's Mayor's Blue Ribbon Committee on Sustainable Practices has reviewed and endorses the **Energy Innovation and Carbon Dividend Act of 2019, H.R. 763** because of the risk of sea level rise, storm surge and increasingly volatile weather patterns that directly threaten the citizens, businesses and historic properties of the City of Portsmouth, and the Selectmen of Hampton wholly supports that position with respect to the Town of Hampton as well; and

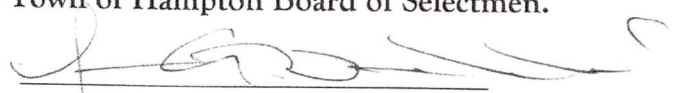
NOW, THEREFORE, BE IT RESOLVED, that the Board of Selectmen of Hampton urges the United States Congress to enact without delay the **Energy Innovation and Carbon Dividend Act of 2019, H.R. 763**; and


BE IT FURTHER RESOLVED, that the Town Manager, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to the President and Vice President of the United States, to the Speaker of the House of Representatives, to the Majority Leader of the Senate, to each U.S. Senator and Representative from the State of New Hampshire in the Congress of the United States, and to nearby city and county governments urging that they pass similar resolutions.

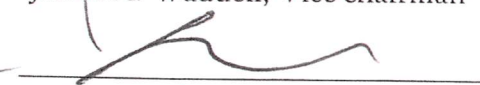
This Resolution shall take effect upon passage.

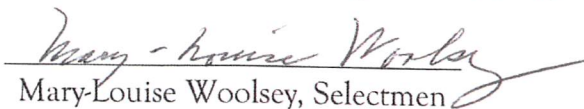
Adopted on this 26th day of August, 2019 by Town of Hampton Board of Selectmen.


Richard P. Griffin, Chairman


James A. Waddell, Vice-chairman


Russell D. Bridle, Selectmen


Regina M. Barnes, Selectmen


Mary-Louise Woolsey, Selectmen

View the 2018 New Hampshire Revised Statutes | View Previous Versions of the New
Hampshire Revised Statutes

2013 New Hampshire Revised Statutes

Title LVI - PROBATE COURTS AND DECEDENTS' ESTATES

Chapter 554 - INVENTORY, ACCOUNTS, AND DEALING WITH ASSETS

Section 554:18-a - Real Estate; Notification of Towns and Cities.

Universal Citation: NH Rev Stat § 554:18-a (2013)

554:18-a Real Estate; Notification of Towns and Cities. – Prior to rendering his final account, every administrator as defined in RSA 553:1 shall notify the selectmen of each town and the assessors of each city of those persons coming into the ownership of real estate through inheritance or devise, and shall certify to the probate court, on a form approved by the court, that such notice has been given. The provisions of this section shall not apply when real estate of a decedent is sold by license or consent.

Source. 1979, 189:1, eff. Aug. 5, 1979.

Disclaimer: These codes may not be the most recent version. New Hampshire may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH http://www.courts.state.nh.us

Court Name: 10th Circuit - Probate Division - Brentwood
Case Name: Estate of Elizabeth A Hartford
Case Number: 318-2019-ET-00022

NOTICE TO TOWNS AND CITIES PURSUANT TO RSA 554:18-a

Notice is hereby given that ownership of the real estate specified below has been passed by inheritance or devise from the deceased to the parties listed.

1. Deceased Name Elizabeth A Hartford Date of Death 12/18/2018
Residence 22 Beechill Rd Exeter NH
Street City State

2. Location of Real Estate 22 Beechill Rd Lot 5 Exeter NH

3. Names and addresses of recipients
NAME MAILING ADDRESS
Edward J Rossetti Jr 22 Main St Atkinson NH 03811

4. The deed to this real estate is recorded in the COUNTY BOOK/PAGE
Rockingham 3502 /2984

5. I certify to the Probate Division that this notice was sent to the Assessor of the City of or Selectmen of the Town of Exeter NH as required by law.

Edward J Rossetti Jr Name of Filer
Law Firm, if applicable Bar ID # of attorney
22 Main St Address
Atkinson NH 03811 City State Zip code

/s/ Edward J Rossetti Jr Signature of Filer 08/24/2019 Date
(603) 670-5756 Telephone
dmm7597@yahoo.com E-mail

Case Name: Elizabeth A Hartford

Case Number: 318-2019-ET-00022

NOTICE TO TOWNS AND CITIES

Edward J Rossetti Jr

Name of Filer

Edward J Rossetti Jr
/s/ Edward J Rossetti Jr

Signature of Filer

Date

Law Firm, if applicable

Bar ID # of attorney

(603) 670-5756

Telephone

22 Main St

Address

dmm7597@yahoo.com

E-mail

Atkinson

City

NH

State

03811

Zip code

TO BE FILED WITH THE CITY ASSESSOR OR TOWN SELECTMEN AND THE PROBATE
DIVISION PRIOR TO PRESENTING THE FINAL ACCOUNT

OVERRIDE THE VETO OF HB365

HB 365 increases the allowable size of a renewable electric project that a community or business can use to self-generate power (aka "net meter") to 5 megawatts. The bill includes safeguards so savings to all NH ratepayers are maximized and there is no cost-shifting or subsidies.

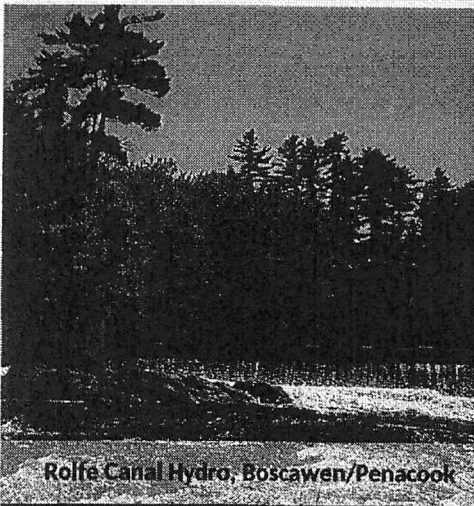
HB 365 is a Solution to High Electricity Costs and Lack of New Supply

HB 365 provides NH businesses and communities another option to power their facilities. Increasing the local supply of electricity will **lower costs for all ratepayers**. Local power will **avoid the high costs of transmitting electricity** from distant power plants and **improve fuel security and grid reliability**.

Setting the Record Straight on the Veto of HB 365

Passing HB 365 will have significant positive impacts for NH including:

- **Ratepayer savings** on electric bills from **locally produced power**
- **Increased state & local tax revenues** from local producers will **lower the burden on other taxpayers**
- **Reduced regulatory barriers** to producing low-cost, home-grown renewable energy
- **Greater energy independence & reduced price volatility**
- **A defense against regional cost-shifting** by other states onto NH ratepayers
- **Improved grid diversity & reliability**
- **Tens of millions in new investment & well-paying local jobs**
- **No siting issues** related to eminent domain / property rights that are faced by pipelines, power lines, & power plants



Rolfe Canal Hydro, Boscaawen/Penacook

HB 365 Will NOT Result in Cost-Shifting or Subsidies

- The PUC found **little to no evidence** of cost-shifting from net metering
- The HB 365 fiscal note does not support the claim of costs or subsidies
- Utilities will use net-metered power to offset imported power, **saving all ratepayers money** and mitigating cost shifting
- Net metering rules ensure **fair and equitable rates** for all ratepayers



Brentwood Fire Station Solar

By using **more locally produced energy**, NH's **peak demand will be reduced**, the need for **expensive transmission will be reduced**, and **line losses will be reduced** - to the **benefit of all NH ratepayers instead of utility shareholders**. By using more locally produced energy, NH can also better **manage its share of regional costs**, including transmission, the fastest growing part of our electricity bills. This leads to **lower electricity costs** for all Granite Staters.

The Legislature can help. Stand with your constituents. Stand with NH energy.

NH House and Senate lawmakers overwhelmingly supported HB 365 in the House & Senate. **Please do so again. Override the Veto on HB 365.**

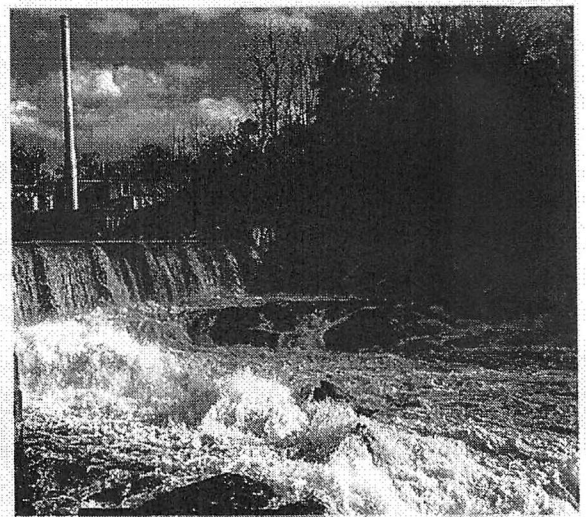
Significant Energy Contributions

- NH hydro facilities under 1 MW are currently saving NH businesses and communities about **\$750,000 per year**
- NH hydro facilities of 1-5 MWs could save NH businesses and communities an additional **\$2 - \$2.5 million per year**
- 100MW of NH solar will generate enough electricity to power 16,000 homes

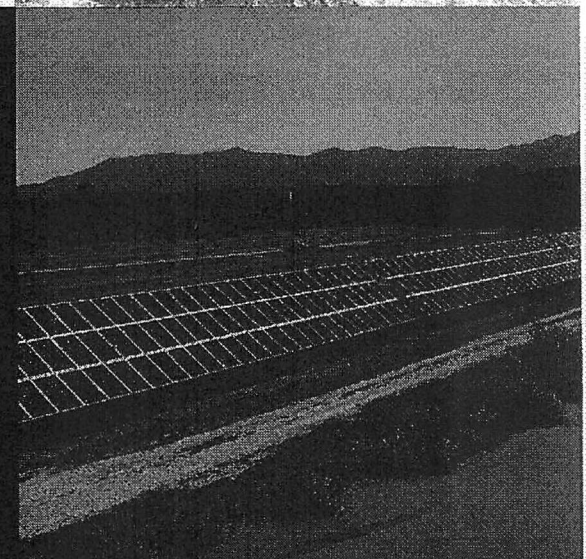
HB365 is Critical to Lowering Costs & Increasing NH's Energy Independence

Positive Economic Impacts

- The NH solar industry supports over **1,000** well-paying jobs
- NH hydro plants directly employ more than **100 NH residents** and purchase over **\$1 million per year** in NH goods and services
- In one year, 100MW of clean, local, community solar can generate **\$150 million** of private investment
- NH hydro plants pay an estimated **\$2.5 - \$3 million per year** in property taxes, business taxes, lease payments and fees – and would pay even more under HB 365



Lower Village Hydro, Claremont



Lancaster Wastewater Plant Solar



SFR Hydro, Milton

**MUNICIPALITIES, SCHOOL DISTRICTS, AND GOVERNMENT AGENCIES
CONSIDERING 1-5 MW PROJECTS FOR NET METERING**

Alton	Derry	Hopkinton	New Hampton	Whitefield
Barrington	Dover	Kingston	Ossipee	Winchester
Bedford	Farmington	Laconia	Pittsfield	
Bow	Franklin	Lebanon	Rochester	Belknap County
Bristol	Gilmanton	Lisbon	Sanbornton	Strafford County
Charlestown	Glen	Loudon	Somersworth	
Colebrook	Goffstown	Manchester	Tamworth	
Concord	Hanover	Milton	Tilton	
Conway	Henniker	Nashua	Wakefield	

**A SAMPLE OF NH BUSINESSES THAT SUPPORT INCREASING THE NET METERING CAP
(* CONSIDERING 1-5 MW PROJECTS FOR NET METERING)**

Abenaki Timber Corp.*	Impax Asset Management/Pax World Funds
Admix Inc.	Liberty Utilities
Autodesk	Lonza Biologics
Charlestown Health Center*	MegaFood
Coca-Cola Bottling Company	Monadnock Paper Mills*
Dartmouth Hitchcock Health*	Northeast Delta Dental
DiPrizio Pine Sales*	Ski NH
Duprey Companies	Standard Power of America
Durgin & Crowell*	Stonyfield Farm
Eastern Bank	Timberland
Ever Better Eating Inc. dba Rustic Crust	TRC
FoodState	Valley Regional Hospital*
Freedom Energy Logistics	Velcro Companies
GDS Associates Inc.	Whelen Engineering*
Hannaford Supermarkets	Wire Belt Company of America
HHP Inc.*	Woods Without Gile
HL Turner Group	Worthen Industries*
Hypertherm	

NH HYDRO PLANTS BETWEEN 1 MW AND 5 MWs

Bennington - Monadnock Paper Mills	Gorham - Gorham Hydro
Berlin - Cross Power	Hillsborough - Hosiery Mills Hydro
Berlin - Sawmill Hydro	Hillsborough - Jackman Station
Boscawen - Penacook Lower Falls	Hooksett - Hooksett Station
Bristol - Newfound Hydro	Milton - Milton Mills / SFR Hydro
Claremont - Lower Village	Nashua - Mine Falls
Concord - Penacook Upper Falls	Rollinsford - Rollinsford Hydro
Concord - Rolfe Canal	West Stewartstown - Canaan Station
Errol - Errol Hydro	Shelburne - Shelburne Hydro
Franklin - Riverbend	Somersworth - Somersworth Hydro
Goffstown - Greggs Falls	Suncook - Pembroke Station
Gorham - Gorham Station	Tilton - Clement Dam

**NH SCHOOLS, MUNICIPALITIES, AND GOVERNMENT AGENCIES
GROUP NET METERING WITH NH HYDRO PLANTS ≤ 1 MW¹**

Schools

Dublin Christian Academy	SAU #54 Rochester
Dublin School Inc.	SAU #73 Gilford
SAU #1 Contoocook Valley	SAU #75 Grantham
SAU #6 Claremont	SAU # 87 Mascenic Regional
SAU #10 Derry Cooperative	SAU #92 Hinsdale
SAU #19 Goffstown (Goffstown, New Boston)	SAU #95 Windham
SAU #33 Raymond	UNH (currently group net metering; waiting list for more)
SAU #40 Milford	
SAU #47 Jaffrey-Rindge	

Municipalities

Allenstown	Derry	Hancock	Nashua	Swanzy
Auburn	Dublin	Hinsdale	New London	Temple
Bedford	Francestown	Hopkinton	Peterborough	Weare
Candia	Gilford	Jaffrey	Rindge	Windham
Chester	Goffstown	Marlborough	Stoddard	
Deerfield	Grantham	Milford	Sunapee	

Government Agencies

Southern NH Regional Planning Commission
Southwestern NH District Fire Mutual Aid
Belknap County

WAITING LIST FOR GROUP NET METERING USING NH HYDRO PLANTS²

Schools

Colby Sawyer College	SAU #63 Wilton-Lyndeborough
SAU #13 Tamworth	SAU #94 Winchester
SAU #16 Exeter (Swanzy, Newfields)	Thomas More College of Liberal Arts (Merrimack)
SAU #41 Hollis-Brookline	UNH (currently group net metering; waiting list for more)
SAU #57 Salem	
SAU #62 Mascoma Valley (Enfield, Canaan)	

Municipalities

Bath	Harrisville	Salem
Danbury	New Boston	Westmoreland
Franklin	Richmond	Winchester

Government Agencies

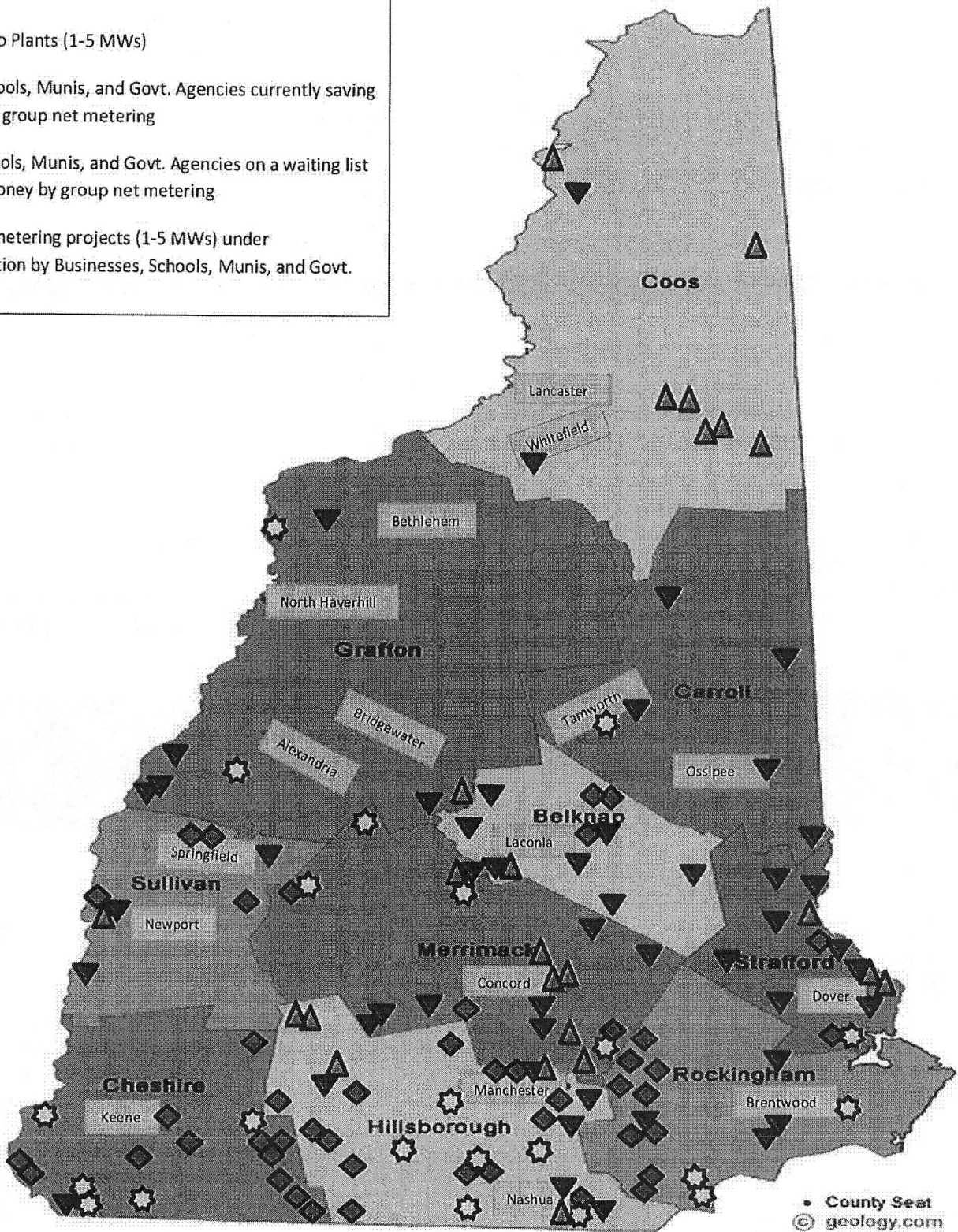
Allenstown Sewer & Water
Contoocook Housing Trust
Pennichuck Water Works

¹ Information provided by Standard Power.

² Information provided by Standard Power.

AFFECTED BY VETO OF HB 365

- ▲ = Hydro Plants (1-5 MWs)
- ◆ = Schools, Munis, and Govt. Agencies currently saving money by group net metering
- ☆ = Schools, Munis, and Govt. Agencies on a waiting list to save money by group net metering
- ▼ = Net metering projects (1-5 MWs) under consideration by Businesses, Schools, Munis, and Govt. Agencies



LOAD REDUCTION

How the "load reduction" approach to net metering in HB 365 prevents subsidies & cost-shifting

CURRENTLY

- Utilities buy electricity from a default service supplier
- Utilities sell the electricity to their customers at the same price it cost for them to buy it
- The net metering reimbursement rate for projects up to 1MW equals the buy/sell price

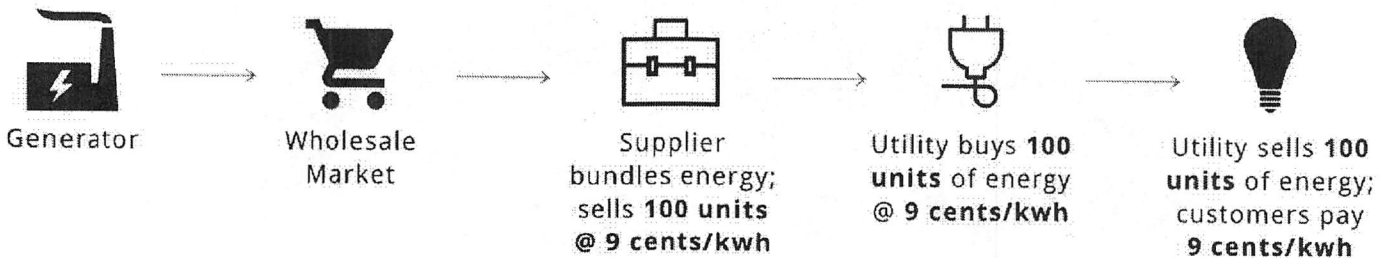
UNDER HB365

- Requires utilities to handle net metered electricity up to 5MW as "load reduction"
- The utility buys slightly less electricity from a default service supplier
- The utility buys the remainder of their electricity from a net metering customer-generator
- Utility pays the same amount for the net metered power as they would have paid the default service provider to meet energy demand

**NO SUBSIDIES
NO COST-SHIFTING**

By using the "load reduction" approach, buying locally-produced power does not require utilities or ratepayers to pay more. Liberty Utilities already handles net metered energy in this manner because it benefits all of their customers.

CURRENT



PROPOSED UNDER HB365

