

**Select Board Meeting**  
**Monday, October 7<sup>th</sup>, 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 – Fire Prevention Week, October 6<sup>th</sup> – 12<sup>th</sup>, 2019
4. Approval of Minutes
  - a. Regular Meeting: September 23<sup>rd</sup>, 2019
5. Appointments
6. Discussion/Action Items
  - a. Herb Moyer – Offsite Radiological Monitoring; Town Emergency Plan
  - b. Emergency Operations Plan Update Grant Acceptance - \$5,000
  - c. Lincoln Street Updates and Parking Plan
  - d. Bench Program and Policy – Town Property and Parks
  - e. Conflict Of Interest Policy
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: 10/4/19 Town Office, Town Website

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice.

AGENDA SUBJECT TO CHANGE

## Board Interviews

## Proclamations and Recognitions



# EXETER FIRE DEPARTMENT

20 COURT STREET, EXETER, NH 03833-2716

Tel 603.773.6131

Fax 603.773.6128

BRIAN D. COMEAU, CHIEF OF DEPARTMENT

## Town of (Exeter N.H.) (Official's) Proclamation

WHEREAS, the town of Exeter N.H. is committed to ensuring the safety and security of all those living in and visiting Exeter; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,630 people in the United States in 2017, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 357,000 home fires; and

WHEREAS, the majority of US fire deaths (4 out of 5) occur at home each year; and

WHEREAS, the fire death rate per 1000 home fires reported to US fire departments was 4 percent higher in 2017 than in 1980; and

WHEREAS, when the smoke alarm sounds Exeter's residents may have less than two minutes to escape to safety; and

WHEREAS, Exeter's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Exeter's residents should make a home escape plan, drawing a map of each level of the home, showing all doors and windows; and

*A Tradition of Service*

Advanced Life Support/EMS ✦ Fire Suppression ✦ Health Department ✦ Emergency Management

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



WHEREAS, Exeter's residents should practice the home fire escape plan with everyone in the household, including visitors; and

WHEREAS, Exeter's residents should practice the home fire escape drill at least twice a year, during the day and at night; and

WHEREAS, Exeter's residents should teach children to escape on their own in case adults can't help them; and

WHEREAS, Exeter's residents should make sure everyone in the home knows how to call 9-1-1 or the local emergency number from a cell phone or a neighbor's phone; and

WHEREAS, Exeter's residents should practice using different ways out; and

WHEREAS, Exeter's residents in a real emergency should get low and go under the smoke to get out quickly; and

WHEREAS, Exeter's residents should get out and stay out, never going back inside the home for people, pets, or things; and

WHEREAS, Exeter's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2019 Fire Prevention Week™ theme, "Not Every Hero Wears a Cape, Plan and Practice Your Escape!™" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, I Kathy Corson, Select Board Chairman of Exeter N.H., do hereby proclaim October 6-12, 2019, as Fire Prevention Week throughout this town, and I urge all the people of Exeter to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke

alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Exeter Fire and Emergency services during Fire Prevention Week 2019.

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Kathy Corson, Chair

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Molly Cowan, Vice Chair

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Niko Papakonstantis, Clerk

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Anne L. Surman

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Julie D. Gilman

**Minutes**

Select Board Meeting  
Monday September 23, 2019  
Town Offices, Nowak Room  
Draft Minutes

1. Call Meeting to Order

Members present: Anne Surman, Kathy Corson, Julie Gilman, Molly Cowan, Niko Papakonstantis, and Russ Dean were present at this meeting. The meeting was called to order by Ms. Corson at 6:58 PM.

2. Public Comment

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

3. Proclamations/Recognitions

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

4. Approval of Minutes

- a. Regular Meeting: September 9th, 2019

**MOTION:** Ms. Surman moved to approve the minutes of September 9, 2019 as submitted. Mr. Papakonstantis seconded. Ms. Cowan abstained, and the motion passed 4-0-1.

5. Appointments

- a. There were no appointments at this meeting.

6. Discussion/Action Items

- a. Natural Resources Planner re: UNH Cooperative Extension Outreach Program on Climate Impacts

Kristen Murphy, the Town Natural Resources Planner, discussed the Cooperative Extension Coastal Sea Grant to provide climate education and outreach, which Exeter was selected to receive. She and members of the Conservation Commission met with Amanda Stone and Lisa Wise of the program and decided that the best approach would be to educate Board members, then have the members educate the public. They have a list of documents that provide climate-related planning resources, and intend to distill them into one page summaries and present those summaries to the Boards at an all-Board meeting, potentially in the spring. The Conservation Commission thought this could be a good first partnership project to work on with the Sustainability Advisory Committee. Ms. Murphy asked for the Select Board's support in moving forward.

Ms. Gilman said this is a good opportunity for learning, and she would include members of all the Boards in the meeting. Mr. Papakonstantis suggested adding other staff members or departments, such as Parks and Rec and Public Safety. Ms. Cowan suggested also including Exeter's delegation to Concord.

Ms. Surman asked why it must be only one meeting, and Ms. Murphy said funds for this project are limited, but there should be products from this meeting that will be of continuing use.

Ms. Corson suggested they have a workshop where attendees could come and go, or offer food and childcare. She also asked if Ms. Murphy could put the list of documents on the website. Ms. Murphy suggested it could be part of a sustainability webpage.

Ms. Corson opened the discussion to public comment, but there was none. Ms. Murphy said she was just looking for feedback, so no motion was made.

b. Map 65, Lot 147 Property Sale - Select Board vote

Ms. Corson said they'd previously held two public hearings on selling a piece of property between the Hospital and Seacoast Mental Health to the Hospital; tonight is just a Board vote.

**MOTION:** Mr. Papakonstantis moved that the Select Board approve the sale of Map 65 Lot 147 to Exeter Hospital pursuant to RSA 41-14-a in the amount of \$50,000, with the understanding that the easement between Seacoast Mental Health and the town for access be rescinded so as not to negatively impact any involved property owners, and authorize the Town Manager to sign any documents required to complete the sale. Ms. Gilman seconded. All were in favor.

c. ADA self-evaluation and transition plan

Dave Sharples, the Town Planner, discussed the Master Plan action item to complete a self-evaluation and transition plan regarding ADA compliance for town facilities. There was a Warrant Article passed last year which approved \$35,000 to conduct the study. Eight firms responded to their RFP; the bids ranged from \$19,400 to \$75,740. All but the low bidder were engineering, architecture, or planning firms, but the lowest bidder was a Chicago company which only does these studies, called Disability Access Consultants. Mr. Sharples looked into it and found them to be well qualified; he called their references and they were very positive. They do this work all over the country. In addition to doing the study, they provide a software called DACTrak, which is free for the first year and renewable at \$500 annually, that tracks all items and progress on compliance. They would create a transition plan, identify improvements needed, and give a cost estimate, and the town could use that information to move forward, perhaps creating a "mini CIP" for improvements.

Ms. Gilman observed that the list of buildings to be reviewed doesn't include the Historical Society at 47 Front Street. Mr. Sharples said it was on the list initially but that an evaluation and improvements had recently been done on the property. He suggested they revisit that and other excluded buildings at a later date.

**MOTION:** Mr. Papakonstantis moved that the Town Manager be authorized to expend up to \$19,400 to execute any documents or agreements and take any and all such actions on behalf of the town to complete an ADA self-evaluation and transition plan with Disability Access Consultants. Ms. Gilman seconded. All were in favor.

d. FY20 Preliminary Town Budget & Warrant Articles

Mr. Dean said he'd been working on the FY20 budget and meeting with departments over the last month. There is a BRC meeting Wednesday night.

For the FY20 budget, there's a 4.49% increase request in the General Fund, to \$19,922,454, as compared to the budget of \$19,066,857 voted at the 2019 Town Meeting, which was a 2.25% increase over the previous year. During the Budget Process last year, they talked about including new position requests in the base budget, and decided to put it all in. The 2.25% didn't include the new positions; with them the increase was more like 4.2-4.3%, so the increases are actually similar.

There are proposed increases to cover new positions, such as a new firefighter/paramedic position and full time heavy equipment operator, as well as the part-time Sustainability Coordinator position request. Last year's budget was helped by a workers comp dividend from Primex at \$115,000, so we have to build that back into this year's budget; there will be a smaller dividend this year. Increases for the health insurance reserve are at 10% this year, since the trend line is moving up.

There will be an increase in the IT budget; that department is stretched thin, with only two people covering not just IT but also EXTV, social media, apps, and communications. The town must also address cybersecurity issues and Public Safety's IT. There are no proposed positions, but the IT department is looking for funding to do an audit in 2020 and find gaps, and Public Safety is looking for additional contract help in IT.

In Planning, they're proposing a study to update the town's impact fee ordinance.

In the Water and Sewer Budget, they need to look at System Development charges and Water/Sewer assessment fees. The Solid Waste budget is increasing due to contracts and enhanced monitoring requirements; they may want to create a capital reserve fund for the monitoring piece. This is also related to the Pickpocket Dam issue. They've added \$35,000 to the Snow and Ice budget, which is always on the cusp of going over. In Parks and Rec, they're adding \$7,500 for Melissa Roy's work on Senior Services.

For Warrant Articles, there are vehicle and equipment replacements, including a new dump truck in Public Works. Parks and Rec is looking for \$125,000 for their improvement fund, there's the Sidewalk Program Capital Reserve fund at \$120,000, and the Conservation Commission has requested \$100,000 for the Conservation Fund, for grant-matching and land purchase funds. The Westside Drive reconstruction project is at \$100,000 for design and engineering. There's a new DPW facility garage design. The Pickpocket Dam letter of deficiency has been revised and now has milestones; phase 1 will cost \$90,000. In the Public Safety improvements project, there are repeater site improvements and work on the Fuller Lane water tank.

In all, there's an \$805,000 budget increase and Warrant Articles for \$1.22 million, for a total of \$21,145,629 if everything is funded. This is \$1.5 million more; the total appropriation delta is 7.85%. They'll have firmer numbers when they get the health insurance rating in October.

Projected revenues look consistent over FY19. There was the sale of property at 18 Garrison Lane, and fewer excess bond proceeds this year. They typically apply \$600,000 to the Fund Balance, as opposed to \$900,000 this year. It's worth considering holding back \$300,000 to apply next year. They anticipate a drop in the town's share of the tax rate. The DRA has not set the utility values.

Mr. Papakonstantis asked about the timing of the Insurance Casualty rewards. Mr. Dean said that last year it came in at the end of December, after the BRC process. Mr. Papakonstantis asked if Primex could help address their IT needs, and Mr. Dean said he can engage with them about it. Some of the proposed improvements are an email filtering system and increased security. Ms. Surman asked if Primex could actually do the IT audit, and Mr. Dean said that he can ask them.

Ms. Gilman asked if he thought there would be sticker shock the next year if the tax rate comes down this year. Mr. Dean said that the town's share of the tax bill is only 24-25%; most of

what people see in their tax bill is the schools. The impact would be 89 cents more per thousand with everything approved. He added that they don't know whether people will see an increase or decrease until they set the rate.

Ms. Cowan asked how many unknowns they're dealing with because there's no state budget. Mr. Dean said that when they project revenue with the state, they're mostly talking about Meals and Rooms Tax and State Highway Block Grant revenue. The Sewer State Aid Grant of \$700,000 would make a big difference to the Sewer Budget, but not the General Fund. If there's no state budget, they risk not getting the tax bills out on time, which becomes a cash flow issue. Ms. Gilman said there have been negotiations between the House and Senate leadership with the governor, and the main sticking point seems to be the Business Profits tax and Business Enterprise tax, not the state aid to municipalities.

For Bond Articles, the Rec Park is TBD, as Tighe and Bond is working with them on a proposal.

The Water Fund budget is up 15.6%, or \$90,000, in the capital outlay area, water treatment, and debt service.

The Sewer Fund is at \$4,231,871, an increase of \$1,384,981 over FY19. There was a recent sewer rate change, and there will be another increase in FY21. Treatment is most of the increase, for biosolids treatment and electricity, a \$512,000 overall increase. In Debt Service, there's an interest-only payment in FY20, \$279,709 of the budget. In FY21 the new facility debt will come online, and the payment is due January 1, 2021. The Sewer Capital Outlay is up \$504,000. In the CIP there's \$441,000 of new lagoon sludge removal for this year; the project has a \$2.8 million total cost. For Sewer Fund Bond Articles, the Squamscott River Sewer Siphons project will add a 12-14" siphon under the river to the main pump station, which will increase capacity and address overflow issues. There's a design fund for the Webster Ave Pump Station upgrade. There's also a rehab of the Folsom Pump Station, which serves Prentice Way off Drinkwater Road.

Mr. Dean thanked Finance for their work on the budget.

e. Sustainability Coordinator Proposal and Committee Charge

Ms. Corson said that they previously discussed the Committee charge and reinstated one item, doing a gap analysis.

**MOTION:** Mr. Papakonstantis moved to approve and adopt the revised Sustainability Advisory Committee mission and charge. Ms. Gilman seconded. Ms. Surman voted nay and the motion passed 4-1-0.

Ms. Corson said that regarding the Sustainability position, she's not saying they will approve or disapprove it, they're just moving it forward to the Budget Recommendations Committee. The budget process takes a couple months. Ultimately it comes back to the Board with the BRC's recommendations. They have to keep every budget request in mind.

Robin Paley, an Exeter resident, said this is something they voted on as a town. She asked if the work that the Sustainability Advisory Committee put together will be brought to the Budget Committee. Ms. Corson said that the subcommittees look closely at all items and report on them. They have to look at how it fits into the town's structure. Last year, nine part-time positions were proposed and only five were funded. Not everything is always moved forward.

The process is about due diligence. If the advocates feel like the position is not moving forward in December/January, they can come back to the Select Board.

Ms. Gilman added that at Deliberative Session, the voters can approve adding funds for that position. Ms. Corson said that the sustainability advocates should come to Deliberative Session and support the proposal. Sally Ward of Park Street said that the BRC recommendation includes money for the position. Ms. Corson clarified that they haven't made any recommendations, this is merely the draft budget put together by Mr. Dean. The Board is only talking about the language of the job description.

Ms. Cowan said she heard some concern that they voted for this last year and it's not happening, but the Warrant Article last year didn't provide any money. They would have to go through the BRC process with any new position. They formed a Sustainability Committee to get this process going.

Jen Brackett Piskovitz of 22 Forest Street asked why the amount in the line item was \$22,118, when the grade 9 scale is \$25-34,000. Mr. Dean said this position wouldn't be filled for a full year in the first year. It won't be approved until March, and the hiring process would likely take a month and a half.

Ms. Surman had edits to the text of the job summary. Ms. Corson asked if they had a synonym for "sustainable" that could make it less repetitive. She suggested that Mr. Dean be the hub for further suggestions on the language.

Mr. Dean said that he spoke with the Committee about aligning this position under Planning supervision. Ms. Corson agreed, saying that Dave Sharples is very attuned to sustainability and well educated in this area. The position should work alongside the Natural Resources Planner. The Board generally agreed. Ms. Surman felt that the position shouldn't exercise supervision at first, but that it could evolve. It would be a position of coordination, not supervision. Ms. Osterwood said they were thinking of the sustainability interns from UNH, who are always looking for people to work with. Mr. Dean added that Ms. Murphy has two interns and supervision is in her job description. Ms. Parmar said that they took the example job description from the town and Kristen Murphy's job description. They feel this position could supervise interns or volunteers on outreach and education.

Ms. Surman suggested combining duty 6 regarding communications into duty 10, and that in duty 9, the progress report should go to the Town Manager and the Select Board. Mr. Dean suggested adding the Town Planner as well.

Ms. Corson asked about the grade level at step 9. Mr. Dean said the town classification uses a factor evaluation system that takes into account different aspects of the position, such as level of responsibility, authority, and supervision given and received. This level is similar to the Natural Resources Planner position. Mr. Dean said much of the rest of the position description comes out of the classification guide so doesn't need editing.

Mr. Papakonstantis suggested they cut the education requirement from 3 - 5 years to 2 - 5, since it's part time and a new position. Ms. Gilman countered that she would like to see someone who's been working in an administrative position already. Ms. Cowan said they could count a degree towards the experience level. Ms. Corson agreed with 2 - 5 years.

Mr. Dean discussed the proposed budget. The expense lines for Kristen Murphy relate to the Planning budget and Conservation budget; this is more like the Economic Development budget. Ms. Corson suggested letting the BRC hash out the numbers.



Ms. Corson said the job description suggested a potential location at Parks and Rec, but she is concerned that this new hire would be too removed. She observed that Mr. Sharples has a space in the Planning Office. Mr. Dean said the location is a work in progress. Ms. Parmar said she was told that the Town Office is too full. Mr. Papakonstantis agreed that the coordinator need to be in closer proximity.

Ms. Corson suggested that the sustainability advocates come back after the budget process. Ms. Parmar asked if their slides could be sent to the BRC as well. Ms. Corson said the subcommittee will meet with them and look at their material.

Ms. Brackett Piskovitz pointed out that the Economic Development director is not under anyone, and asked if this new position needs to be under something. They found that in other towns, sitting under a department has been problematic. Ms. Gilman said that if it's just getting started and the scope is so broad, there needs to be some supervision. It could eventually go off on its own once the mechanics are worked out. Ms. Cowan said she wants this position to have autonomy, but it sounds like the Board is in support of it being under Planning. They could discuss it further at the BRC. Mr. Dean observed that having a director-level position changes the economics of the job.

Ms. Parmar read a statement from Herb Moyer of Westside Drive, urging the Board to include the Sustainability Coordinator in the FY20 budget. Exeter should be a leader in sustainability concepts.

Sarah Dewitt of 4 Sentra Farm Lane asked which meeting the advocates should come to. Ms. Corson said the next relevant public meeting is the all-day meeting in October. Ms. Gilman added that the Sustainability Advisory Committee will meet with the BRC Subcommittee prior to that, and that's also public. She suggested the SAC let people know when that will take place.

## 7. Regular Business

### a. Tax, Water/Sewer Abatements and Exemptions

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

### b. Permits & Approvals

Mr. Dean said that the Exeter Police Association is increasing its private detail fee. They're also requesting that the Board approve an increase of \$5 an hour in the administrative fee, as the detail fund is running a deficit. The administrative fee pays for retirement, and it's above and beyond the \$50 fee. The administrative fee would increase from \$10 to \$15 overall. Other towns have an administration fee of well above \$15.

**MOTION:** Mr. Papakonstantis moved to authorize adding \$5 to the current administrative fee, for a total of \$15 per hour, added to the Police Detail Fees. Ms. Surman seconded. All were in favor.

Mr. Dean discussed the CAP agreements for 2020-2022 for property and liability insurance as well as workers comp. Signing on for another three years keeps things stable. The rate is not to exceed 6%, and it's sometimes better. Primex is more than property insurance, workers comp, and unemployment insurance, they also offer training and services. If they don't do this with Primex, they would need to put out an RFP, but the NH market is limited and they

may get a firm not as well versed in a specialty category of insurance. With Primex the town gets it all, and they do a good job.

Mr. Papakonstantis read the resolution to enter the Primex Property & Liability Contribution Assurance Program:

*Resolved: to hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex) to enter into its Property & Liability Contribution Assurance Program (CAP) as of the date of adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex risk management pool membership during the term of the Property & Liability Contribution Assurance Program (CAP). The coverage provided by Primex in each year of membership shall be as then set forth in the Coverage Documents of Primex.*

*I attest that the foregoing is a true copy of the Resolution of the Governing Board of the Town of Exeter adopted on September 23 2019.*

MOTION (retracted): Ms. Surman moved to accept the Primex Workers Comp Assurance Program and to authorize the Town Manager to sign all related documents. Mr. Papakonstantis seconded. Ms. Corson pointed out that this was related to the second resolution, which they had not yet read. Ms. Surman and Mr. Papakonstantis retracted the motion and second.

**MOTION:** Ms. Surman moved to approve the Property & Liability Contribution Assurance Program (CAP) agreement, and to authorize the Town Manager to sign all related documents. Mr. Papakonstantis seconded. All were in favor.

Mr. Papakonstantis read the resolution to enter into the Primex Workers Compensation Program:

*Resolved: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex) to enter into its Workers' Compensation Contribution Assurance Program (CAP) as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions or Primex risk management pool membership during the term of the Workers' Compensation Contribution Assurance Program (CAP). The coverage provided by Primex in each year of membership shall be as then set forth in the Coverage Documents of Primex.*

**MOTION:** Ms. Surman moved to accept the Primex Workers Comp Assurance Program and authorize the Town Manager to sign all related documents. Mr. Papakonstantis seconded. All were in favor.

c. Town Manager's Report

- i. Mr. Dean said that the flushing of water mains is starting this week and will continue through Oct 22.
- ii. He attended a Coastal Resiliency scoping meeting with the RPC and was notified that they did get the grant. That project will likely begin in January.

- iii. The Public Safety management study is continuing. Paul O'Connell is the firm's lead working with the Police side, and he's been impressed with our administrative people.
  - iv. The Facilities Committee met last Friday and discussed a condition assessment tool, FCA, which is still in progress.
  - v. Last week he attended the CDBG site visit at the Icey Hill Co-op.
  - vi. On Oct 2nd there will be a Housing Forum at Town Hall. From 12 PM to 6 PM there will be an open house, followed by a presentation from Horsley Witten and further discussion on Exeter's Housing Future.
  - vii. There's a Budget Committee meeting Wednesday at 6:30.
- d. Select Board Committee Reports
- i. Ms. Gilman said that the Heritage Commission discussed the budget. They also looked at the draft Park Street area survey, which will be published soon on the Heritage Commission's website.
  - ii. Mr. Papakonstantis said that at the Facilities Committee they appointed Kris Weeks as vice chair. They'll have a vacant position on this Committee and the HDC soon, as Greg Colling is moving out of the area. The Planning Board met September 12, where the application for Tamarind Lane and Cullen Way was rescheduled to September 26th. The Ellison Property case was tabled in order to go before the Zoning Board; there was an attempt at a compromise by the applicant. A subcommittee looking at the issue of significant trees made a presentation, and the Planning Board approved a language change, increasing the diameter of a significant tree, and requiring the applicant to ID significant trees only in the area of disturbance.
  - iii. Ms. Cowan attended the Housing Advisory Committee meeting, which Mr. Dean had described. At the Water and Sewer Committee meeting, they approved and denied new abatements. She wasn't present for most of the Parks and Rec proposal meeting. Mr. Papakonstantis said it wasn't well attended, with only about 30 people. Ms. Cowan has a Rec Advisory Committee meeting tomorrow.
  - iv. Ms. Surman had no report.
  - v. Ms. Corson attended a Library meeting, where things are moving along. They're having a person from Unitil in to help them get rebates on energy efficiency. They are losing Greg Colling from that committee as well. There was a Swasey Parkway Trustees meeting and sitewalk, looking at existing conditions. She suggested they need a capital improvements plan and a master plan for Swasey Parkway. She missed the River Advisory Committee meeting. At the Communications Committee meeting, they decided they will look at the town website and make suggestions on improvements.
- e. Correspondence

- i. The Town of Exeter Nitrogen Control Plan, with the EPA's comments on the plan and suggestions how to respond. Mr. Dean said that this is the result of an administrative consent order. Our engineering people are looking at what the EPA is asking us to do.
  - ii. A letter from Good Energy. Mr. Dean said that after talking about electricity aggregation, a visitor dropped off this info about a company that deals in electricity aggregation. He will send it to the Energy Committee.
  - iii. A letter from Matt Berube about water quality. They took water samples from strategic places in town, including residences. Ms. Surman asked if it would affect the results if the resident had a filter on their faucet, and Mr. Dean suggested that that was a factor that contributed to the randomness of the results.
  - iv. A letter from Mark Whitney regarding the proposed Exeter Hospital merger with Mass General and Wentworth Douglass, which has hit a bump in the road. Mr. Whitney is positive about moving forward.
8. Review Board Calendar
- a. The Board will meet in two weeks, on October 7th, 2019.
9. Non-Public Session
- a. There was no non-public session at this meeting.
10. Adjournment

**MOTION:** Mr. Papakonstantis moved to adjourn. Ms. Surman seconded. All were in favor and the meeting adjourned at 9:33 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

**Herb Moyer – Resident**

**Off Site Radiological Monitoring, Town Emergency Plan**

September 30, 2019

To: Russ Dean - Town Manager

From: Herb Moyer

Russ,

I request that the following two Selectboard agenda items for the October 7th Board Meeting be actually placed on the agenda, rather than being brought up under "Other" or "Public" issues. They deserve to be publicly listed items for discussion, since they deal with Exeter residents' and others' public health and safety.

Agenda Item 1 ; Independent, Real-time, Offsite Radiological Monitoring of Radiation

Agenda Item 2: The role of town officials and town employees in Exeter's Emergency Evacuation Plan

Thank you,



Herb Moyer

cc: Selectboard members:

[Niko Papakonstantis](#), Clerk

[Kathy Corson](#), Chair

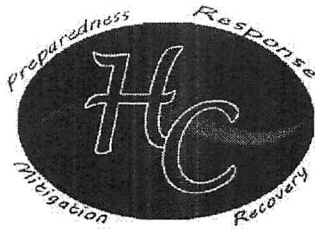
[Molly Cowan](#), Vice Chair

[Julie D. Gilman](#)

[Anne L. Surman](#)

**Emergency Operations Plan Update – Grant Acceptance from NH Department of Safety and Homeland Security, \$5,000**

Hubbard Consulting LLC

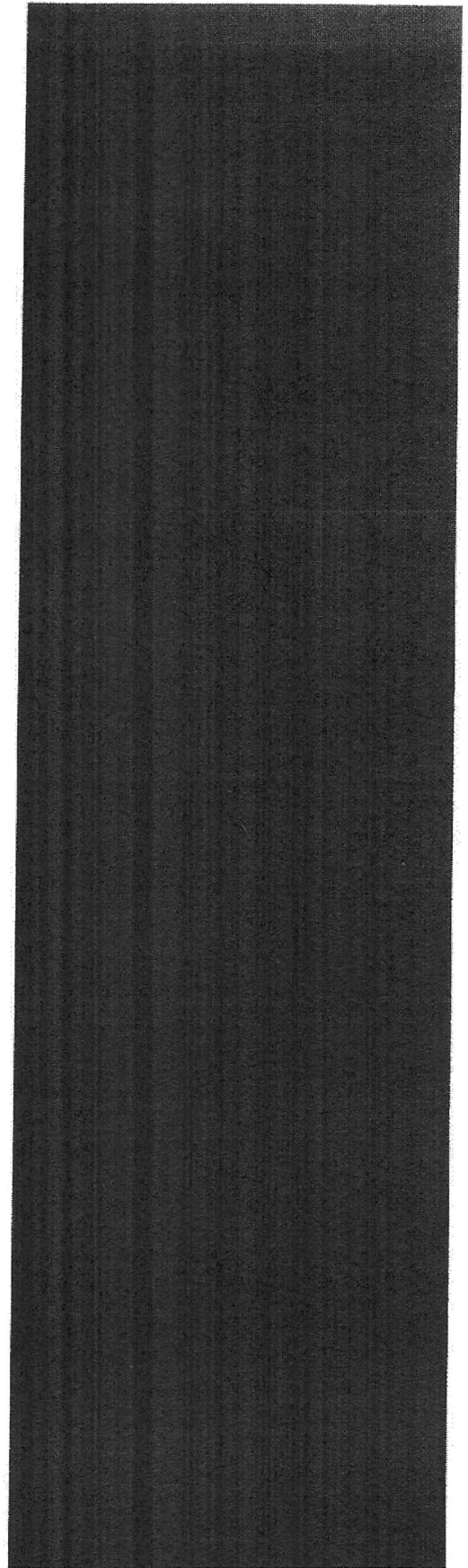


Jane Hubbard  
PO Box 445  
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Exeter, NH  
Emergency Operations Plan  
Update Proposal

September 3, 2019





## 1.0 INTRODUCTION TO THE TEAM

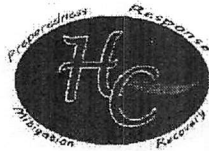
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Hubbard Consulting LLC is pleased to submit this proposal to update the Town of Exeter, New Hampshire Emergency Operations Plan (EOP), in accordance with the new EOP Template published by the NH Homeland Security and Emergency Management (HSEM).

As our proposal will demonstrate, the Hubbard Consulting LLC team assembled for this project brings a depth of experience in developing Emergency Operations Plans and other related emergency management services and, above all, the enthusiasm to make this project a success.

Our team is very well qualified to successfully execute this project. Staff resumes can be found in Appendix A.

### Hubbard Consulting LLC



Hubbard Consulting LLC is an independently-owned company providing emergency management planning services since 1998. Our clients include: numerous New Hampshire municipalities, the NH Homeland Security and Emergency Management, Universities, School Districts, Hospitals and Public Health entities. Our services include: hazard mitigation planning, emergency operation planning, HSEEP exercise development and facilitation, and Emergency Operations Center management. Hubbard Consulting LLC contracted with Homeland Security and Emergency Management in 2003 to update the State's Hazard Mitigation Plan. During the last few years Hubbard has facilitated numerous functional and full scale exercises, focusing on police, fire and EMS response, with an average of 100 participants per exercise. In that time Hubbard has also designed over thirty tabletop exercises and full scale exercises covering topics in natural disasters, public health and terrorist incidents. In addition, Hubbard has developed over 35 Hazard Mitigation Plans and over eighty Emergency Operation Plans (EOP) for local communities in New Hampshire.

#### **Jane Hubbard, Project Manager**

Jane Hubbard will lead all project efforts related to the Town of Exeter Emergency Operations Plan Update 2015. She is the Principal and founder of Hubbard Consulting LLC and has been leading hazard and emergency management planning efforts throughout New Hampshire for over a decade. She has been the Emergency Management Director/Deputy EMD in the Town of Andover, NH since 2006, has achieved Homeland Security Exercise Evaluation Program (HSEEP) Certification, FEMA Master Exercise Practitioner (MEP) Certification, ICS 100/200/300/400, and is a member of the International Association of Emergency Managers since 2009.

## 2.0 STATEMENT OF PROJECT REQUIREMENTS

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Hubbard Consulting LLC will work with the Town of Exeter to update the Emergency Operations Plan (EOP). The EOP will be in the ESF Format that meets the recommendations of the NH Homeland Security and Emergency Management (HSEM) *Local Emergency Operations Planning Template (February 2015)*, as well as National Incident Management System (NIMS) and Incident Command System (ICS).



## 3.0 NARRATIVE AND SCOPE

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### Meeting Schedule:

Hubbard Consulting LLC will work closely with the Emergency Management Director and other departments and agencies as necessary in order to obtain the proper information to complete the tasks below. The bulk of the planning will be done in a committee format. All agendas and meeting documentation will be prepared and provided by Hubbard Consulting LLC. The EOP planning committee stakeholders should include but is not limited to representatives from the following:

*Emergency Management Director (EMD), Fire, Police, EMS, Public Works, town administration, building inspector, schools, public health network, NH Homeland Security and Emergency Management and other departments or organizations as appropriate.*

For each meeting, the above departments and organizations will be invited by one of the following means of notification: letter, email or phone call. Hubbard Consulting LLC will hold four, or more, meetings with the planning committee to update the existing EOP. Hubbard Consulting LLC will begin working as soon as requested by the Town. The following is a summary of topics covered at each meeting:

- Meeting 1: Overview of new template / Hazard Threat & Analysis / Concept of Operations
- Meeting 2: Base Plan
- Meeting 3: Emergency Support Functions (ESFs)
- Meeting 4: Annex and Appendices
- Meeting 5: Conducted as needed

### Task 1: Hazard Threat & Analysis

Identify the hazards that pose a risk and could result in activation of the EOP.

Identify risks that could occur in neighboring communities that could impact the town.

### Task 2: Concept of Operations

Identify how emergency management coordinates with agencies/boards within the town.

Identify how emergency management and responders account for functional needs populations

Identify other agencies that support the plan (hospital, school, etc)

Define Operational Level (monitoring / partial / full)

EOC Organization (ICS Format, or ESF Format, or Department format)

Define Roles & Responsibilities for local, regional, state, private sector and volunteer organizations.

### Task 3: Continuity of Government

Identify Line of Succession policies

Identify key municipal resources and functions required for continuous operation

Identify alternate facilities



## **Task 4: Update Emergency Support Functions (ESFs)**

Complete an ESF Matrix.

Define each ESF that is used in the EOP and what it addresses.

## **Task 5: Supporting Documents, Annexes and Appendices**

Identify existing strategic, operations, tactical or contingency plans, resolutions and procedures

Develop a Shelter Annex, or other similar Annex.

EOC Guidelines Annex

EOC Player Packets Appendix

Resource List Appendix (format provided by Hubbard Consulting, content provided by Town officials.)

## **Task 6: Grant Requirements**

Hubbard Consulting LLC will assist the town in providing the required quarterly/final reports to HSEM and will work with the Town to document and track the local match required as part of the Emergency Management Planning Grant (EMPG). Soft match will be documented through Attendance Sheets of all committee meetings and an Excel spreadsheet that tracks time spent by committee members outside of the committee meetings. If the Town does not have enough participation to cover the soft-match, Hubbard Consulting LLC will not reduce the contract amount or be responsible for unmet match by the Town.

## **4.0 SCHEDULE AND COMMITMENTS**

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Commencement of the Tasks listed above will commence upon the Town awarding the contract to Hubbard Consulting LLC. There will be at least 4 committee meetings over a 2 to 3 month period, which will culminate in a final draft of the EOP for the Committee's review. A final EOP will be provided no later than 30 days after review of the final draft.

Hubbard Consulting has a consistent history of providing emergency management services to multiple entities at any given time. Development of over eighty EOPs has always been within a 6 month time frame, and is usually produced within 3 months. The resources within Hubbard Consulting are exceedingly adequate to successfully complete this project within the specified time frame.

## **5.0 BUDGET**

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The total cost to meet the proposed Scope of Work is \$5,000. Invoices will be submitted according to the proposed schedule below.

Month 1	\$1,500
Month 2	\$1,500
Month 3	\$2,000
<b>Total</b>	<b>\$5,000</b>



The grant will cover the cost of Hubbard Consulting LLC services (\$5,000). The required 50% match (\$5,000) will be covered by in-kind services from the Town of Exeter. The match will include reasonable salary/benefit costs for the time of committee members dedicated to the project. Hubbard Consulting will adhere to the Grant reporting requirement, with assistance from Town of Exeter.

## 6.0 SIGNATURE

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This Proposal is submitted by Jane Hubbard of Hubbard Consulting LLC and expires on October 1, 2020. Jane Hubbard is the managing member of Hubbard Consulting LLC and has the authority to sign proposals and contracts.

Jane Hubbard

9/3/2019

Jane Hubbard

Date

Managing Member



# APPENDIX A

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## RESUME



# Hubbard Consulting LLC

## **New Hampshire Emergency Operations Plans**

*(Over Eighty plans prepared since 2004; list of towns available upon request)*

- Coordinate, manage and facilitate meetings with Town/City Department heads.
- Collect and gather data to update existing EOP.
- Develop user-friendly Emergency Operations Plan that meets NIMS/ICS requirements and the Guidance from the NH Homeland Security and Emergency Management.

## **Table Top Exercise / Full Scale Exercise**

*(Over 50 exercises for multiple towns, public health regions & State agencies; list available upon request)*

- Coordinate and facilitate conceptual development meetings.
- Coordinate design team meetings to include.
- Develop and Facilitate Table Top Exercise and/or Full-Scale Exercise, After-Action Report and Implementation Plan.

## **School Emergency Planning**

*Franklin Pierce University, Oyster River School District, North Hampton School District, Sanborn Regional School District*

- Coordinate and facilitate planning meetings with School District representatives.
- Research and collect information to develop an Emergency Response Plan.
- Research and collect information to develop an overall District-Wide Emergency Response Plan for the School District.

## **Hazard Mitigation Plans**

*(Over 40 plans prepared and FEMA-approved since 2004; list of towns available upon request)*

- Manage, coordinate and facilitate Planning Committee Meetings.
- Research and collect information on natural and man-made hazards affecting the communities.
- Write and develop a Hazard Mitigation Plan that meets the federal requirements of DMA 2000.

## **Wildfire Response and Evacuation Plan**

*NH Towns: Freedom, Madison, Ossipee, Tamworth*

- Manage, coordinate and facilitate the development of a Wildfire Response & Evacuation Plan for the Ossipee Pine Barrens.
- Facilitate committee meetings with representatives from the four towns, private partners, and County and State representatives.

## **Continuity of Operations Plan (COOP)**

*Cities of Dover, Portsmouth, Rochester and Somersworth, NH, Southwest New Hampshire Fire District Mutual Aid and Grafton County Dispatch*

- Develop a Continuity of Operations Plan to ensure continuous performance of essential Agency functions and operations during an emergency. The Plan identifies procedures and policies to protect essential facilities, equipment, records, and other assets.

## **Flood Acquisition Project Coordinator**

*Allenstown, Epsom, Pembroke, NH*

- Coordinate the management of Flood Mitigation Assistance (FMA) Grants, Repetitive Flood Claim (RFC) and State grants.
- Manage the acquisition of over 30 homes in the Floodplain.



- Prepare and submit grant applications through E-Grants which were approved by FEMA (a total of over four million dollars in total project costs).

**Comprehensive Emergency Management Plan**

*Vashon, WA*

- Coordinate and facilitate Planning Committee Meetings.
- Develop a comprehensive emergency management plan to include a hazard mitigation plan, emergency operations plan and a recovery plan.

**Public Health Emergency Planning**

*Portsmouth, Franklin/Bristol, Sullivan County, North Country, Greater Manchester and Exeter Health Regions*

- Coordinate and facilitate Regional Meetings with municipal, hospital, state, and private non-profit representatives.
- Research and collect information to develop a Pandemic Influenza Plan, Mass Vaccination (i.e. POD) Plan, Medical Surge Plan, Isolation and Quarantine Plan and Risk Communication Plan.
- Develop Point of Distribution POD plans.
- Prepare, facilitate and conduct table top exercises and after action reports.

**Exercise Controller**

*Seabrook Station Nuclear Power Plant*

- Lead Controller for the City of Portsmouth – Seabrook Exercise in 2002.
- Lead Controller for the Town of Hampton – Seabrook Exercise in 2004 and 2006.

**NH Office of Emergency Management / Consultant**

*Concord, NH*

- Update the State of New Hampshire Hazard Mitigation Plan to meet the federal requirements of the Disaster Mitigation Act of 2000 (DMA 2000).
- Research statewide information on natural hazards, vulnerability assessment, and capability assessment.
- Coordinate and facilitated the State Hazard Mitigation Planning Committee meetings on the State Plan.

**Recovery Plan**

*Hampton & Allentown, NH*

- Facilitate and coordinate Planning Committee Meetings.
- Research and collect relevant information necessary for inclusion in the Recovery Plan.
- Produce a quality Plan that addresses all of the Recovery Support Functions (RSFs) identified by the Planning Committee.

**Education/Training**

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1992	Bachelor of Science in Community Development, UNH Durham, NH
1994	National Flood Insurance Program Training, EMI
2001	ArcView 3.2 Basic Training, UNH, Durham, NH
2001	Using GPS with GIS, UNH Durham, NH
2002	Hazard Mitigation Planning Conference, Speaker, FEMA Region 1
2003	Cost/Benefit Analysis Training, FEMA Region 1
2005	Isolation and Quarantine, Police Standards & Training
2008	Homeland Security Exercise Evaluation Program (HSEEP) Certification
2010, 2011	Cost/Benefit Analysis Training, NH HSEM
2014	FEMA Professional Development Series Certification



IS100 Intro to ICS  
IS120 Introduction to Exercises  
IS139 Exercise Design  
IS195 Incident Command System (ICS), EMI  
IS230 Principles of Emergency Management  
IS235 Emergency Planning, EMI  
IS242 Effective Communication, EMI  
ICS300 Intermediate ICS  
ICS400 Advanced ICS  
G408 Homeland Security for Local Govt.  
S440 Planning Section Chief  
IS520 Intro to COOP for Pandemic Planning

IS546 Continuity of Operations Awareness  
IS547.a Intro to Continuity of Operations  
IS700 National Incident Management System  
ICS800 National Response Framework  
L948 Situation Awareness & Common Op. Picture  
L964 Situation Unit Leader Training  
E132 Exercise Design and Evaluation  
E133 Operations Based Exercise Design  
E136 Operations Based Exercise Development  
MGT384 Community Preparedness for Cyber  
MGT385 Community Cyber Security Exercise Planning  
MGT412 Sport & Special Event Evacuation Training

### **Certifications**

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2007 HSEEP Certification  
2013 Master Exercise Practitioner (MEP) Certification

### **Memberships**

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Type 3 Seacoast Incident Management Team (2013-Present)  
International Association of Emergency Managers, Member (2009-Present)





**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Exeter (VC#177386-B001)		<b>1.4. Subrecipient Tel. #/Address</b> 603-772-4709 10 Front Street, Exeter, NH 03833	
<b>1.5 Effective Date</b> Business Office Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> September 30, 2020	<b>1.8. Grant Limitation</b> \$5,000.00
<b>1.9. Grant Officer for State Agency</b> Olivia Bourque, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.</b>			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace (Commission Expiration)</b>			
<b>1.14. State Agency Signature(s)</b> By: _____ On: / /		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: _____ Assistant Attorney General, On: / /			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
  16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. **INSURANCE AND BOND.**
    - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
    18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
    19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
    20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
    21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
    22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
    23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
    24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

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

**EXHIBIT A**

**Scope of Services**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Exeter (hereinafter referred to as "the Subrecipient") \$5,000.00 to update the community's Local Emergency Operations Plan (LEOP).
2. "The Subrecipient" agrees to submit quarterly progress reports within fifteen (15) days after each quarter (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends September 30, 2020 and that a final performance and expenditure report will be sent to "the State" by October 31, 2020.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Subrecipient" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

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

**EXHIBIT B**

Grant Amount and Method of Payment

1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$5,000.00	\$5,000.00	\$10,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMB-2018-EP-00007-A03			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 073971095			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$5,000.00.
- b. "The State" shall reimburse up to \$5,000.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".
- c. Upon State Business Office Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2017, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

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

**EXHIBIT C**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" will be required to provide the completed plan electronically (via email, CD or thumb drive) to the EMPG Program Manager at the completion of the project.
5. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

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

Town of Exeter  
Grant Application  
Emergency Management

<u>Employee</u>	<u>Poision</u>	<u>Prep Hours</u>	<u>Meeting Hours</u>	<u>Total Hours</u>	<u>Rate of Pay</u>	<u>Benefit Total</u>	<u>Rate of Pay with Benefits</u>	<u>Total Cost</u>
Brian Comeau	EMD	1	2	3	\$ 55.48	\$ 17.62	\$ 73.10	\$ 219.29
Russell Dean	Town Manager	1	2	3	\$ 57.49	\$ 10.92	\$ 68.42	\$ 205.25
Stephan Poulin	Police Chief	1	2	3	\$ 48.79	\$ 14.69	\$ 63.48	\$ 190.43
Eric Wilking	Asst Fire Chief	1	2	3	\$ 44.28	\$ 14.07	\$ 58.35	\$ 175.04
Darren Winham	Econ. Devel	1	2	3	\$ 43.25	\$ 8.22	\$ 51.47	\$ 154.40
Doreen Chester	Finance Director	1	2	3	\$ 51.61	\$ 9.81	\$ 61.41	\$ 184.24
Jennifer Perry	DPW Director	1	2	3	\$ 54.48	\$ 10.35	\$ 64.83	\$ 194.48
Paul Vlasich	Town Engineer	1	2	3	\$ 50.48	\$ 9.59	\$ 60.07	\$ 180.22
Greg Bisson	Rec. Director	1	2	3	\$ 41.44	\$ 7.87	\$ 49.32	\$ 147.95
Anne Surman	Selectboard Rep	1	2	3	\$ -	\$ -	\$ -	\$ -
							Per Meeting	\$ 1,651.29
							5 meetings	\$ 8,256.46
							Room Rental \$100 x 5 meetings	\$ 500.00
							Total	\$ 8,756.46

## **Guidance for Meeting Minutes**

***Please use language similar to this when documenting meeting minutes accepting the grant***

*"The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$5,000.00 to update the Local Emergency Operations Plan (LEOP). Furthermore, the Board acknowledges that the total cost of this project will be \$10,000.00, in which the town will be responsible for a 50% match (\$5,000.00)."*

**PLEASE NOTE-** If one individual signs the grant agreement, please include this statement in the meeting minutes: *"(name and/or title/position) is authorized to sign all documents related to the grant"*. Refer to the Certificate of Authority for additional guidance.

**As a reminder, please have the signor(s) and notary/justice of the peace sign and date the Grant Agreement the same date.**





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

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## Selectboard Agenda

3 messages

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**Eric Wilking** <ewilking@exeternh.gov>

Tue, Sep 10, 2019 at 1:37 PM

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

Cc: Chief Brian Comeau &lt;bcomeau@exeternh.gov&gt;, Pam McElroy &lt;pmcelroy@exeternh.gov&gt;

Russ, may we add an item to the Sept. 23 Selectboard meeting?

I have been in discussion with NH Homeland Security and Emergency Management about updating our Local Emergency Operations Plan (2005).

Our plan has had a few minor updates over the last few years, but it is due for a complete review to remain compliant with FEMA guidelines and NH requirements.

The update will not require the Town of Exeter to expend any funds. The cost for the contractor to facilitate meetings and assist with the plan update will be covered with "soft match" salaries of those involved with the update.

I have included the LEOP Update Proposal from Hubbard Consulting, the Grant Agreement, the calculation sheet for soft match requirements, and recommended Guidance for Meeting Minutes for the Selectboard packet.

Chief Comeau and/or myself will be present to speak to the update and grant paperwork.

Please forward any questions you may have, and I look forward to the board meeting, Eric

--

Eric Wilking, Assistant Chief of Operations

Exeter Fire Department

20 Court St.

Exeter, NH 03833

(603)-235-8459 - cell

ewilking@exeternh.gov

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 **LEOP - Selectboard Packet.pdf**  
4225K

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**Russ Dean** <rdean@exeternh.gov>

Tue, Sep 10, 2019 at 4:20 PM

To: Eric Wilking &lt;ewilking@exeternh.gov&gt;

Cc: Chief Brian Comeau &lt;bcomeau@exeternh.gov&gt;, Pam McElroy &lt;pmcelroy@exeternh.gov&gt;

Yes we can do this, thanks.

Is the consultant given to us via HSEM?

[Quoted text hidden]

---

**Eric Wilking** <ewilking@exeternh.gov>

Tue, Sep 10, 2019 at 4:37 PM

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

Yes and no...

They have 3 pre-approved contractors, and she is the one we feel most comfortable with, as she has completed several in the region, including Portsmouth and Hampton.

Secondly, NH HSEM sets the rate they can charge, \$5,000. So each contractor must be willing to do the work for the grant funded amount.

Eric

Sent from my iPad

[Quoted text hidden]

## **Lincoln Street Update and Parking Plan**



# TOWN OF EXETER

## *Planning and Building Department*

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

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

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**Date:** October 3, 2019  
**To:** Russ Dean, Town Manager  
**From:** Dave Sharples, Town Planner  
**Re:** Lincoln Street area parking management

I am writing this memorandum to request that Stephan Poulin and I hire a parking consultant to provide a professional assessment on the Lincoln St area parking issue we have been discussing at the Select Board over the last few months. Neither Chief Poulin or I have direct experience with instituting a paid parking system and the more we researched the topic, the more we felt that professional advice is needed to inform this important topic.

Specifically, we need professional advice on:

- The limits of on- & off-street parking kiosk/meter zones
- On & off-street parking kiosk/meter placement/location
- Limits of on-street, non-metered time zones
- Appropriate time limits by zone
- Designated longer-term, free parking areas
- Regulations/strategies to protect residential parking areas from potential train-rider infiltration
- Parking kiosk payment options and types (pay by plate, pay by space, pay and display)
- Pay by phone integration
- Parking hours of operation, rates, potential discounts ( ex. first 1/2 hr. free, merchant validation, etc.) and program parameters for meters & parking permits (if permits are desired)
- Supporting signage for above-noted regulations
- Integrated enforcement strategy/system
- Parking violation fine and fee structure adjustments
- Range of estimated capital costs for recommended parking equipment/systems

Neither Chief Poulin or I have any direct experience in completing these tasks. In light of this, I reached out to several parking consultants for a budget number for this work and received one estimate to date. Since I am still waiting on a few more estimates, I do not want to reveal the quote I received from the first one until I receive at least three written quotes as required by the Town's Purchasing policy. However, based on the first quote, I spoke with Chief Poulin and we are both able to fund half of the amount out of our respective 2019 budgets.

If we move forward with this, I would anticipate needing additional consultant help during the procurement process to help write the specifications/bid documents but this is not part of this initial step and we will address that matter at a later date. I am seeking guidance from you on how to proceed on this matter. I am available to attend a Select Board meeting and provide further details and explanation as needed.

Thank You.



EXETER POLICE DEPARTMENT



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*Memorandum*

*October 1, 2019*

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**To: Deputy Chief Munck**

**From: Det. Page**

**Ref: Train Lot**

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**On Tuesday, October 1<sup>st</sup> at 0600 hours, I arrived at the Train Lot on Lincoln Street. I observed about seven vehicles in the lot. Approximately four vehicles were occupied. By 0615, about 25- 30 vehicles were in the lot. The lot was full by 0630. I noticed a lot of foot traffic walking to the lot after it filled. The train arrived at 0648 hours. Approximately 65 passengers were waiting for the train. When I exited the lot at about 0655, I noticed that vehicles were parked on the South side of Lincoln Street from the train Station till Garfield Street. There was only one vehicle parked on the North side of the Street. In front of Gerry's Variety, there were a few vehicles. In the parking spaces in front of Burnham's Cleaners and adjacent businesses there were only 3-4 vehicles.**

**Parks & Recreation – Proposal For Memorial Bench Program**



# TOWN OF EXETER

32 COURT STREET • EXETER, NH • 03833 • (603) 773-6151 • [www.exeternh.gov](http://www.exeternh.gov)



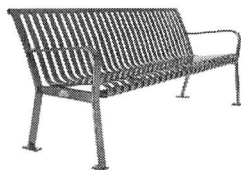
## MEMORIAL BENCH INFORMATION & APPLICATION

- Exeter Parks and Recreation and Town Officials make all final decisions, including but not limited to the location and style of the memorial bench.
- All memorial benched requests must be accepted in accordance with the Town of Exeter donation policy.
- All inscriptions are subject to approval
- The applicant is responsible for the maintenance of the memorial bench beyond the period covered by the warranty.
- The applicant also assumes responsibility for maintenance during the period of the warranty that is not covered and is not a result of wear and tear.
- Exeter Parks and Recreation reserves the right to deem the bench unserviceable and remove as necessary.
- A Check for the cost of the bench must accompany your completed application. See "Pricing Information" for a cost breakdown.
- Once a completed application is received by Exeter Parks and Recreation, it will be reviewed and the applicant will be notified of the town's decision.
- Benches will be installed by Exeter Parks and Recreation

## PRICING INFORMATION

- All memorial benches are purchased from a vendor in which Exeter Parks and Recreation has an established relationship.

### Downtown Parks Benches



### Playground Park Benches



### Downtown Parks Benches

- The 6' benches are made of a classically styled cast steel with welded joints.
- Benches come at a price of \$2,400 and include the cost of delivery and assembly.
- The locations available are Founder Park, Townhouse Common, Stewart Park, Exeter Parks and Recreation Office, and the downtown area.
- Example of Bench: <https://www.victorstanley.com/product/rb-28/>

### Playground Park Benches

- The 8' Benches are made of recycled plastic and molded frame.
- Benches come at a price of \$1,500 and include the cost of delivery and assembly
- The locations available are Kid's Park, Brickyard Park, Recreation Park, Park Street Common
- Example of Bench: <http://www.belson.com/Traditional-Style-Park-Benches-with-Recycled-Plastic-Frames>

## Maintenance Fee

- In addition to the price of the memorial products, a one-time \$550 maintenance fee is required. The maintenance fee includes the cost of installing the proper hardware to secure the products by the parks and recreation department, the purchase of the plaque as well as the general maintenance of the products.
- Products arrive in 6-8 weeks as all are constructed after the order is placed.
- The installation will be seasonally/weather dependent.

## TO APPLY

Applicants must read the memorial bench information and policies, fully complete the application and return completed application to the Exeter Parks and Recreation Department. Questions and concerns regarding Memorial Benches should be addressed to the Greg Bisson, Director of Exeter Parks and Recreation Department at 603-773-6151 or [Gbisson@exeternh.gov](mailto:Gbisson@exeternh.gov).

## APPLICATION

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

Applicants Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Product (Circle Type):                      Downtown Bench                      Playground Bench

Requested Location:

1st Choice: \_\_\_\_\_

2nd Choice: \_\_\_\_\_

3rd Choice: \_\_\_\_\_

Ultimately the Town of Exeter will determine the location of all benches.  
However, we will keep your preference in mind

Inscription Desired (Limited to 32 Characters including spaces):

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

**Please make checks payable to Exeter Parks and Recreation**



## **Conflict Of Interest Policy**

## Town of Exeter

### Conflict of Interest /Code of Ethics Ordinance

#### 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 officials, whether elected or appointed. All Public Servants, whether elected or appointed shall act in the best interests of the Town. The Select Board 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 Ordinance 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 Ordinance " and may be cited as such.

#### Section 2: Definitions

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

**Conflict of Interest:** A situation, circumstance, or financial interest that has the potential to cause a private or personal interest to interfere with the proper exercise of a public duty. As a Public Servant, or board member 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.

**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.

**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.

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

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

**Pecuniary:** Any advantage in the form of money, property, commercial interest or anything else, the primary significance of which is economic gain; it does not include

economic advantage applicable to the public generally, such as tax reduction or increased prosperity generally.

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

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

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

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

**Resident:** A resident of the Town of Exeter.

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

### **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 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.

2. 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.

3. 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 for performing any official duty.

except from the Town

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 state and define as requested, all dealings, interests, and/or relationships 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 their role as a Public servant in further discussions on that specific matter.

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.

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)

### **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 recommend the presiding officer of the Town 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, volunteers, boards and commissions upon 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 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**

\_\_\_\_\_  
Kathy K. Corson, Select Board Chair

\_\_\_\_\_  
Molly Cowan, Select Board Vice-Chair

\_\_\_\_\_  
Niko Papakonstantis, Select Board Clerk

\_\_\_\_\_  
Julie Gilman, Select Board Member

\_\_\_\_\_  
Anne L. Surman, Select Board Member



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

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## Town Counsel Comments - Conflict Policy

2 messages

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Russ Dean <rdean@exeternh.gov>

Wed, Oct 2, 2019 at 12:07 PM

To: Kathy Corson <kcorson@exeternh.gov>, Anne Surman <annesurman3@gmail.com>

All, here are Walter's comments thus far. After you have a chance to review, let me know any thoughts before the meeting of the 7th. It would be easy enough to build these into the draft as we work to update it and answer questions.

These comments were worked up based on the very latest draft provided.

Russ

Good morning, Russ – at your request I have reviewed the draft captioned “Conflict of Interest Policy/Code of Ethics” as approved by the board on September 9<sup>th</sup>.

Our comments and suggestions follow:

1. This action is proposed under the authority of RSA 31:39-a. That statute authorizes that the town’s legislative body (town meeting) may adopt an *ordinance*, and that is what the content of the proposal is. Therefore, in the title and in the second and third paragraphs of Section 1, change “policy” to “ordinance” (4x).
2. Section 2, definition of “Public Servant” – what is the vague phrase “or other designation as such” intended to refer to?
3. Section 3, paragraph 4 – move “for performing any official duty” so that it appears between “compensation” and “except”.
4. Section 4, second paragraph under Duty to Disclose:
  - a. Does this draft yet reflect the further changes by you and Anne that are anticipated in the September 9<sup>th</sup> BOS meeting minutes?
  - b. Third line – delete the comma after “if”
5. Section 4, Duty to Recuse, second paragraph, last sentence -- you can’t prohibit a citizen (even if a recused member of the board) from speaking to an issue in which he/she has a personal interest. That would likely be a violation of that person’s First Amendment rights. Delete this sentence.
6. Section 4, Duty to Recuse, third paragraph – the last sentence states “Such action may only be initiated by a member of the sitting board”. That restriction seems to be in conflict with the statement below (in the *second* Section 4, subparagraph 3), in which it states that the person challenging the Public servant’s sitting on the case, “may recommend the presiding officer ...call for a vote...”

(And obviously the second Section 4 needs to be renumbered).

7. Section 5 – This section states “Appeals under this ordinance shall be governed by RSA 31:39-a”. However, there is nothing in that statute that describes any “appeal” procedure. What the statute does say is that the superior court shall have jurisdiction over any *removal proceedings* instituted under this ordinance”. In connection with that part of the statute, let me focus on two points:

- a. There is no mention in this draft ordinance of removal, or any consequence at all to violating the ordinance.
- b. When the statute says “removal proceedings”, it is not talking about authority to remove the public servant from sitting on the pending matter. Instead, it is referring to removing the public servant completely for his/her office or position.

I respectfully suggest that this provision, including possible ramifications, be given further thought.

Please let us know if there are further questions.

Walter

Walter L. Mitchell  
Mitchell Municipal Group, P.A.  
25 Beacon Street East  
Laconia, NH 03246  
(603) 524-3885  
walter@mitchellmunigroup.com


 small MMG 20 Years logo green



image003.jpg  
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Anne Surman <annesurman3@gmail.com>  
To: Russ Dean <rdean@exeternh.gov>, Kathy Corson <kcorsen@exeternh.gov>

Thu, Oct 3, 2019 at 12:56 PM

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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.

## **Tax Abatements, Veterans Credits & Exemptions**

## Permits And Approvals



**TOWN OF EXETER  
MEMORANDUM**

TO: Russ Dean, Town Manager

CC: Melissa Roy, Assistant Director

FROM: Greg Bisson, Director of Parks and Recreation

RE: Court St. Properties Future

DATE: 10/07/2019

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Exeter Parks and Recreation is currently working to propose a development plan for the Recreation Park project. A discussion should be held regarding the properties located at 30 & 32 Court St. (Senior Center/Parks and Recreation Offices). In years past, we have been questioned as to the future of the recreation property if the Recreation Park project were to pass. The Department understands there may be some historical importance to 32 Court St. What happens to the property is a decision only the Select Board can make.

Currently, the Court St. properties do not generate any tax revenue but sit on a prime piece of property located in downtown. The buildings do not meet the needs of the Recreation Department or residents (per the 2015 Facility Study). There are several opportunities to use this property.

- 1) The Town could repurpose the property for other town business. The property could be used by another town department, or parking or developed to meet other town's needs. This option would require a large renovation to the current building space as it does not meet accessibility requirements
- 2) The Town could sell the property and use the proceeds to offset some of the costs of the Recreation Park Development Project. This option could bring significant revenue to the Town, as well as, increase the taxable property in the downtown. The Town could go in several directions here:
  - a) Darren Winham could solicit several developers in Town that could turn the property into either residential housing or mixed-use.
  - b) The Town explores an RFP to develop the property to the highest bidder with guidelines established for site development.
  - c) The Town lists the property for sale and allows the buyer the ability to develop the property as they see fit.
- 3) The town keeps the building, renovating the 32 Court St. property into office suites and leases it out to area businesses while tearing down the Senior Center for additional parking.

If the town were to sell the property I would like to explore creating an individual TIF district, with voter approval, on the property to help offset any recreation park project bond payments. The 30/32 Court St. property has never been on the tax roll, thus any taxes generated are additional revenue the Town has never gained prior to the sale. This new development could create a substantial offset to any future annual bond payments and lessening the impact on the residents.

I would be happy to discuss this further.

**TOWN OF EXETER  
MEMORANDUM**

TO: Russ Dean, Town Manager

CC: Doreen Chester, Finance Director

FROM: Greg Bisson, Director of Parks and Recreation

RE: Field Drainage Phase 2

DATE: 10/7/2019

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Exeter Parks and Recreation is looking to complete phase 2 of the field drainage project at the Recreation Park to be completed by Sports Turf Specialities (Contractor for phase 1). Phase 1 was completed in August of 2018. Phase two would be completed in October of 2019. The work would entail coring aerating the existing turf, top dress it with a sandy material that would relieve the drainage issues and then reseeded. EYSA has pledged to cover half the cost of the project. The total cost of this project is \$16,921.60 in which EYSA would cover \$8,460.80. Phase 2 will be \$8,460.80 with EYSA covering their portion again, \$4,230.40. We are requesting the remaining balance coming out of the revolving fund. The 2019 cost would be \$4,230.40.

Revolving Fund Balance: As of Dec 31st, 2018: \$76,837.00 with an anticipated \$25,000 in profit for 2019. A better projection will be available after the Powder Keg finances are finalized.

**Motions:**

**To make a motion to allow the Parks and Recreation Department to expend \$4,230.40 out of Recreation Revolving Fund for Field Drainage, Phase 2.**

Respectfully Yours,  
Greg Bisson  
Director Exeter Parks and Recreation



CELEBRATING OVER 30 YEARS OF SERVICE TO OUR CLIENTS

ROBERT D. CIANDELLA  
LIZABETH M. MACDONALD  
JOHN J. RATIGAN  
DENISE A. POULOS  
ROBERT M. DEROSIER  
CHRISTOPHER L. BOLDT  
SHARON CUDDY SOMERS  
DOUGLAS M. MANSFIELD  
KATHERINE B. MILLER  
CHRISTOPHER T. HILSON  
HEIDI J. BARRETT-KITCHEN  
JUSTIN L. PASAY  
ERIC A. MAHER  
AMELIA G. SRETER  
BRENDAN A. O'DONNELL

*Please reply to our Exeter office*

October 1, 2019

RETIRED  
MICHAEL J. DONAHUE  
CHARLES F. TUCKER  
NICHOLAS R. AESCHLIMAN

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

**Re: RiverWoods Tax Agreements for The Woods, The Ridge and The Boulders**

Dear Russ:

Enclosed please find agreements regarding the tax payment which The Riverwoods Company at Exeter, New Hampshire will make on behalf of the three above-referenced properties. Please have the Board of Selectmen review these at their earliest convenience. If they have any comments or questions, they can contact me. If not, please have them sign the agreements and return the originals to my attention. Thereafter, we will arrange to have RiverWoods sign and arrange for payment on or before December 1, 2019.

Please contact me if you have any questions.

Very truly yours,  
**DONAHUE TUCKER & CIANDELLA, PLLC**

Sharon Cuddy Somers, Esquire  
[ssomers@dtclawyers.com](mailto:ssomers@dtclawyers.com)

Enclosures

cc: Deb Riddell, Executive Director, The RiverWoods Company  
Kevin Goyette, Chief Financial Officer, The RiverWoods Company

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DONAHUE, TUCKER & CIANDELLA, PLLC  
16 Acadia Lane, P.O. Box 630, Exeter, NH 03833  
111 Maplewood Avenue, Suite D, Portsmouth, NH 03801  
Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253  
83 Clinton Street, Concord, NH 03301

*(The Boulders)*

**AGREEMENT**

NOW COMES the **Town of Exeter**, by and through its Board of Selectmen (hereinafter “Town”) and **The RiverWoods Company, at Exeter, New Hampshire** (formerly Life Care Services of New Hampshire Inc.), d/b/a RiverWoods at Exeter (hereinafter “RiverWoods”), and agree as follows:

1. By December 1, 2019, RiverWoods will pay to the Town real estate taxes which will be calculated by multiplying the tax rate times the assessed value of the land and buildings owned by RiverWoods as follows:
  - A. the residential units will pay the full tax rate (state, municipal, county and school);
  - B. the nursing home will not pay any tax (state, municipal, county or school);
  - C. the remainder of “**The Boulders**” facility, including the land used for the final calculation of density under the land use ordinance of the Town of Exeter and outbuildings, will pay the full tax rate (state, municipal, county and school); and
  - D. the land not needed for the final calculation of density under the land use ordinance of the Town of Exeter, which is in current use, will pay taxes at the full state, municipal, county and school rate for current use property.
2. The parties to this agreement recognize that those portions of the development that support both the nursing home and the residential units will be taxed on a pro rata basis.
3. This agreement on principle shall not preclude either party from questioning the precise percentage amounts allocated to the taxable and nontaxable portions, nor the assessed value of the taxable portions of the land and buildings.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF EXETER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Kathy Corson, Chair                      Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Molly Cowan, Vice Chair              Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Niko Papakonstantis, Clerk        Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Julie D. Gilman                      Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Anne L. Surman                      Selectman

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

THE RIVERWOODS COMPANY,  
AT EXETER, NEW HAMPSHIRE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Deborah Riddell, Executive Director  
Duly Authorized

*(The Ridge)*

**AGREEMENT**

NOW COMES the **Town of Exeter**, by and through its Board of Selectmen (hereinafter “Town”) and **The RiverWoods Company, at Exeter, New Hampshire** (formerly Life Care Services of New Hampshire Inc.), d/b/a RiverWoods at Exeter (hereinafter “RiverWoods”), and agree as follows:

1. By December 1, 2019, RiverWoods will pay to the Town real estate taxes which will be calculated by multiplying the tax rate times the assessed value of the land and buildings owned by RiverWoods as follows:

- A. the residential units will pay the full tax rate (state, municipal, county and school);
- B. the nursing home will not pay any tax (state, municipal, county or school);
- C. the remainder of “**The Ridge**” facility, including the land used for the final calculation of density under the land use ordinance of the Town of Exeter and outbuildings, will pay the full tax rate (state, municipal, county and school); and
- D. the land not needed for the final calculation of density under the land use ordinance of the Town of Exeter, which is in current use, will pay taxes at the full state, municipal, county and school rate for current use property.

2. The parties to this agreement recognize that those portions of the development that support both the nursing home and the residential units will be taxed on a pro rata basis.

3. This agreement on principle shall not preclude either party from questioning the precise percentage amounts allocated to the taxable and nontaxable portions, nor the assessed value of the taxable portions of the land and buildings.



IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF EXETER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Kathy Corson, Chair                      Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Molly Cowan, Vice Chair              Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Niko Papakonstantis, Clerk        Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Julie D. Gilman                      Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Anne L. Surman                      Selectman

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

THE RIVERWOODS COMPANY,  
AT EXETER, NEW HAMPSHIRE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Deborah Riddell, Executive Director  
Duly Authorized

*(The Woods)*

**AGREEMENT**

NOW COMES the **Town of Exeter**, by and through its Board of Selectmen (hereinafter “Town”) and **The RiverWoods Company, at Exeter, New Hampshire** (formerly Life Care Services of New Hampshire Inc.), d/b/a RiverWoods at Exeter (hereinafter “RiverWoods”), and agree as follows:

1. By December 1, 2019, RiverWoods will pay to the Town real estate taxes which will be calculated by multiplying the tax rate times the assessed value of the land and buildings owned by RiverWoods as follows:

- A. the residential units (the units located in Crawford, Dixville, Franconia and (Pinkham) will pay the full tax rate (state, municipal, county and school);
- B. the nursing home (Monadnock) will not pay any tax (state, municipal, county or school);
- C. the remainder of the RiverWoods at Exeter facility, including the land used for the final calculation of density under the land use ordinance of the Town of Exeter and outbuildings, will pay the full tax rate (state, municipal, county and school); and
- D. the seventeen plus acres of property not needed for the final calculation of density under the land use ordinance of the Town of Exeter, which are in current use, will pay taxes at the full state, municipal, county and school rate for current use property.

2. The parties to this agreement recognize that those portions of the development that support both the nursing home and the residential units will be taxed on a pro rata basis.

3. This agreement on principle shall not preclude either party from questioning the precise percentage amounts allocated to the taxable and nontaxable portions, nor the assessed value of the taxable portions of the land and buildings.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF EXETER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Kathy Corson, Chair                      Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Molly Cowan, Vice Chair                      Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Niko Papakonstantis, Clerk                      Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Julie D. Gilman                      Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Anne L. Surman                      Selectman

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

THE RIVERWOODS COMPANY,  
AT EXETER, NEW HAMPSHIRE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Deborah Riddell, Executive Director  
Duly Authorized

## Correspondence



SENATOR JON MORGAN  
STATE SENATE DISTRICT 23

September 27th, 2019

Exeter Select Board  
Town Hall  
10 Front St.  
Exeter, NH 03833

Dear **Exeter Selectboard**,

This week, after months of negotiations with our colleagues in the House of Representatives and the Governor, HB 3 and HB 4, which make up the state budget for FY 2020-21, were passed by the New Hampshire Senate and signed into law. As your state Senator, I want to express that I fought continuously to secure the best possible financial outcome for Exeter.

This budget allocates \$138 million in new state funding to New Hampshire's public education system, representing the largest investment in our public schools in twenty years. I am hopeful this will offset some of the overly burdensome property taxes faced by our communities.

Additionally, the budget also delivers \$40 million in unrestricted municipal aid to our towns across the state. In Exeter alone, the budget delivers \$323,755.00 in this unrestricted revenue redistribution and \$331,223.00 in additional education funding, for a total of \$654,978.00 in municipal aid over the FY 2020-21 biennium.

We will see increases in access to health care by ensuring that the Medicaid expansion trust fund is solvent and by keeping our promise to support behavioral health rates. It provides further support for our health care workforce and health care capacity by implementing increases to Medicaid provider rates across the board by 3.1% each year, effective January 1, 2020.

To make our towns safer, the budget calls for increases in funding for Granite Shield, providing critical support to the dedicated and brave members of our law enforcement workforce. Further, we doubled funds for domestic violence crisis centers and funds have been allocated to provide for the hiring of an additional detective and staff attorney in the state's cold case unit to assist with the more than 120 unsolved murders.

As these initiatives begin to take effect and these services become available, I will keep you up to date. I will continue to be one of Exeter's strongest advocates in Concord. I spent the last year aiming to avoid partisan bickering in order to secure the needs of our district, and I fully intend to stay on that path. Please don't hesitate to reach out if you have any questions or concerns about the budget or other issues in the Legislature.

My phone number is 603-271-8631 and email addresses is [Jon.Morgan@leg.state.nh.us](mailto:Jon.Morgan@leg.state.nh.us)

Sincerely,

  
Senator Jon Morgan



## EXETER POLICE DEPARTMENT

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*Memorandum*

9/9/2019

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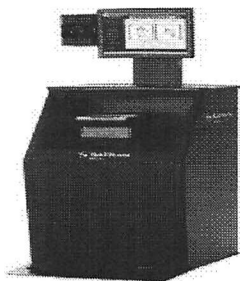
To: Town Manager, Russ Dean

From: Chief Stephan Poulin

Ref: Live Scan

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It is with great pleasure to announce that the Exeter Police Department has been awarded a Live Scan fingerprinting machine from the New Hampshire State Police (NHSP) Criminal Records Division. This has been a longstanding goal of prior Administrations with memo's dating back to 2007. I am happy to say that now, we have achieved this goal. I found that while researching the Idemia Company and its equipment for an upcoming Capital Improvement Plan in 2020, I was able to begin a professional and meaningful dialogue with Tammy L. Baiocchetti, a Team Leader with the NHSP Identification Unit.

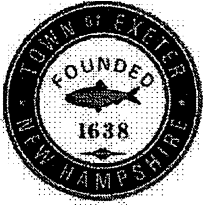


A review was conducted of the amount of fingerprint cards submitted on average by the Exeter Police with regards to arrests and civilian processing. The amount was enough to pursue one of only several currently available machines from the State. Mrs. Baiocchetti was instrumental in working along with NHSP Capt. Jeffrey Ladieu and helped recommend Exeter for the award.

The machine will offer many benefits to Exeter. Live Scan is the electronic fingerprinting process that replaces traditional ink fingerprinting. Police Officers will be able to use Live Scan for offenders attempting to elude proper identification while in custody. Live Scan is also required by statute for certain licenses, and often required for (but not limited to) people who work or volunteer in positions of trust for populations such as vulnerable citizenry, the elderly, dependent adults and children. An individual's fingerprints are scanned and securely transmitted to NHSP, which performs an FBI criminal history background check using the Automated Fingerprint Identification System (AFIS). This reduces wait time, human error, messy ink, excess paper, and postage fees.



**Installation is expected to be finished by the end of this month and there will be instructions for the public interested in this service posted on our Website.**



## EXETER PUBLIC WORKS DEPARTMENT

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

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

October 4, 2019

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

Re: Exeter Public Works Employee of the 2019 Summer Quarter

Dear Select Board members:

It is our pleasure to inform you that Timothy Childers, Custodian, has been awarded the Employee of the 2019 Summer Quarter.

Nominations said that Tim deserved the award for the following reasons.

Tim Childers always comes to work with a good attitude, never complains, and completes his tasks beyond what is expected. He takes care of anything necessary at the drop of a hat no matter how rough the situation may be. Tim keeps many Town employees' work areas clean daily, no matter what the changing seasons may bring.

The Employee of the Quarter Program was created 20 years ago, in 1999, to recognize outstanding performance and dedication to the Exeter Public Works Department and Exeter community. This honor is awarded to an individual for special achievements to advance the mission of the Department while aligned with the Department's core values of Teamwork, Integrity and Safety. Nominations can be made by any Town employee or citizen, and the selection is made by the Employee of the Quarter Committee.

On behalf of the Exeter Public Works Department, we are pleased to notify you of the extra effort and commitment that Tim has demonstrated to warrant this recognition.

Sincerely,

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

Stephen M. Towle, Jr., Chairman  
Employee of the Quarter Committee

cc: Human Resources, personnel file



Exeter Public Works Employee of the Quarter (EOQ) Summer 2019 recipient Timothy Childers (right), Custodian, receiving award from Stephen Towle (left), EOQ Committee Chairman



## EXETER PUBLIC WORKS DEPARTMENT

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

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

October 4, 2019

United States Environmental Protection Agency  
Region I – New England  
5 Post Office Square – Suite 100  
Boston, MA 02109-3912  
Attn: Joy Hilton, Water Technical Unit (Mail Code: OES04-3)

**Re:** Quarterly Progress Report for the Third Quarter of 2019; July 1, 2019 to September 30, 2019, per Administrative Order Docket # 010-024, Town of Exeter.

Dear Ms. Joy Hilton:

This report is for the third calendar quarter ending September 30, 2019. This report details efforts taken to reduce, and ultimately prevent, Combined Sewer Overflow (CSOs) and Sanitary Sewer Overflows (SSOs) in the Town of Exeter.

**Combined Sewer Overflow (CSOs) this quarter:** There were no CSO events to report this quarter.

**Sanitary Sewer Overflows (SSOs) this quarter:** There were no SSO events to report this quarter.

**Update for Main Sewer Pump Station Upgrade (Contract #3):** Building construction is complete and have reached final completion. The Town has taken over the station. T Buck returned to complete site restoration activities, loaming, seeding, irrigation sprinkler repairs, and paving. T Buck has completed making some venting changes to the wet wells, and some vent changes to the backup generator.

**Update for Sewer Force Main Installation (Contract #2):** The Town of Exeter and NHDOT have come to an agreement to adjust the urban compact zone on Newfields Road. JA Polito & Sons completed the installation of two 16 inch force main installation (3,300 feet), 12" water main (3,600 feet), a new gas main was installed by Neuco, and new drainage infrastructure was installed. Temporary force main has been removed and we are using the 2 new force mains. The water line has been pressure tested, and waiting for the bacteria sample to come back. Conducted 2 monthly meetings. The water line test, road reconstruction, and binder paving will commence in quarter 4.

**The following Planning and Operation & Maintenance activities were undertaken during this third quarter 2019 reporting period:**

- **Regularly Scheduled Repeat Quarterly “High Maintenance” Cleaning (Jetting) Activities:** High Maintenance areas were jetted in quarter 3, with the siphons completed for a total of 6,600 LF. There was no televising work done this quarter.

- **Regularly Scheduled Bi-Annual Pump Station Cleaning:** Five out of eleven sewer pump stations have been cleaned in quarter 3. We will be trying to clean the pump stations again in late October and November. The new WWTF startup and training have taken resources away from routine maintenance activities.
- **Manhole Rehabilitation & Pipe Relining:** We have identified 4 manholes that need some rehabilitation. We have contacted Green Mountain Pipeline to start getting quotes for manhole rehabilitation
- **Grease Interceptor and Water/Oil Separator Inspections:** There are a total of seventy (70) food service establishments (FSEs) and commercial oil/water separators to be inspected by the wastewater treatment operators annually. Three other establishments send us reports when the interceptors are clean. Please note that this has been an ongoing and increased program since the inception of the 2010 AO Docket, and continue to optimize the program. The operators did not perform any grease interceptor inspections this quarter due to the new WWTF startups and trainings.
- **Improvements in Sewer Mapping Updates and “As Built” Digitizing:** The Town continues to update the Town GIS system with gps locating of sewer system manholes that were previously “lost” and/or inaccurately located in the data base.

**Capital Improvement Projects, Measures and Programs Implemented or Planned by the Town and/or Private Collection systems in 2019 to Resolve CMOM Deficiencies:**

**Long Term Control Plan Infiltration and Inflow (I&I) Investigations:** No consultant I&I investigations were planned in the third quarter of 2019.

**Private Infiltration & Inflow Reduction Status:** There were no third quarter activities to report on this topic.

Please call if you have any questions or need any additional information.

Sincerely,



Matthew Berube  
Water & Sewer Manager  
Town of Exeter, New Hampshire

Cc. Tracy Wood, P.E., NHDES Wastewater Engineering Bureau  
Russell Dean, Town Manager  
Jennifer Perry, DPW Director  
Paul Vlasich, P.E., Town Engineer  
Steve Dalton, Senior Operator



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



**APPROVAL LETTER**

October 4, 2019

Page 1 of 2

Bert Freedman  
Freedman Realty Inc.  
173 Water Street  
Exeter, NH 03833

RE: NHDES Wetlands Bureau File 2018-03573, 173-179 Water Street, Exeter Tax Map 64 Lot 50

Dear Mr. Freedman:

Attached please find Wetlands Permit 2018-03573 to: Impact 2,442 square feet within the previously-developed 100-foot tidal buffer zone to modify the existing structure by adding two (2) additional floors, additional parking, and improved stormwater management structures.

WAIVER GRANTED: RSA 483-B:9, V, (g), is waived to allow for the modification of the property.

The decision to approve this application was based on the following findings:

1. This is a minimum impact project per Administrative Rule Env-Wt 303.04(b) Projects in previously-developed upland areas within 100 feet of the highest observable tide line unless they are major or minor as defined in Env-Wt 303.02 or Env-Wt 303.03, respectively
2. The applicant has provided evidence which demonstrates that this proposal is the alternative with the least adverse impact to areas and environments under the department's jurisdiction per Env-Wt 302.03.
3. The applicant has demonstrated by plan and example that each factor listed in Env-Wt 302.04(b) and (c) Requirements for Application Evaluation, has been considered in the design of the project.
4. The applicant requested a waiver of Env-Wt 304.04(a) as the applicant was unable to obtain written concurrence from the abutter identified as Exeter Tax Map 072 Lot 17.
5. NHDES hereby grants the waiver of Env-Wt 304.04(a) in accordance with Env-Wt 204.05 as granting the request will not result in an adverse effect to the environment or natural resources of the state, public health, or public safety; or an impact on abutting properties that is more significant than that which would result from complying with the rule. Furthermore, granting the request is consistent with the intent and purpose of the rule being waived. Strict compliance with the rule will provide no benefit to the public.
6. The NH Natural Heritage Bureau (NHB) Datacheck Results Letter (NHB18-3086) dated July 23, 2018 stated, "It was determined that, although there was a NHB record [...] present in the vicinity, we do not expect that it will be impacted by the proposed project."
7. In correspondence dated December 20, 2018, The Exeter Conservation Commission (ECC) Stated, "We have investigated this application and have no objection to the issuance of this permit with conditions noted below:" In summary, the ECC recommended excessive snow be removed from the site and maintaining the catch basin, and other stormwater practices, to ensure they are effective.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588

TDD Access: Relay NH 1 (800) 735-2964

8. In correspondence dated February 8, 2019, the Exeter-Squamscott River Local Advisory Committee (ESRLAC) stated, "supports the application as proposed and notes that stormwater management from the site should be improved due to new grading or parking spaces and installation of a deep sub catch basin to capture and pre-treat runoff from the building." ESRLAC shared similar concerns as the ECC relative to maintenance of the stormwater practices.
9. In response to the comments of the ECC and ESRLAC, NHDES has added conditions to the permit relative to snow removal and stormwater practices management.
10. In accordance with RSA 483-B:9, V, (i) The commissioner shall have the authority to grant waivers from the minimum standards of this section. Such authority shall be exercised if the commissioner deems that strict compliance with the minimum standards of this section will provide no material benefit to the public and have no material adverse effect on the environment or the natural resources of the state.
11. The project as proposed will improve stormwater management, reduce sedimentation to the surface water, and more nearly conform to the statutory requirements for impervious surfaces, and therefore, meets the requirements for a waiver to RSA 483-B:9, V, as described in RSA 483-B: 11, I.
12. The strict compliance with the minimum standards of this section will not provide material benefit to the public and will have no material adverse effect on the environment or the natural resources of the state and therefore, the requirements for a waiver to RSA 483-B:9, V, g have been met.

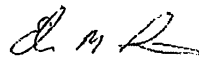
Any person aggrieved by this decision may appeal to the New Hampshire Wetlands Council (the Council) by filing an appeal that meets the requirements specified in RSA 482-A:10, RSA 21-O:14, and the rules adopted by the Council, Env-WtC 100-200. The appeal must be filed **directly with the Council within 30 days** of the date of this decision and must set forth fully **every ground** upon which it is claimed that the decision complained of is unlawful or unreasonable. Only those grounds set forth in the notice of appeal can be considered by the Council.

Information about the Council, including a link to the Council's rules, is available at <http://nhec.nh.gov/> (or more directly at <http://nhec.nh.gov/wetlands/index.htm>.) Copies of the rules also are available from the New Hampshire Department of Environmental Services (NHDES) Public Information Center at (603) 271-2975.

Your permit must be signed, and a copy must be posted in a prominent location on site during construction.

If you have any questions, please contact our office at (603) 271-2147.

Sincerely,



Eben M. Lewis  
Wetlands Inspector  
NHDES Wetlands Bureau

ec: Erik Poulin, Jones & Beach Engineers, Inc.  
Exeter-Squamscott River Local Advisory Committee  
Exeter Conservation Commission





The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



**NOTICE TO RECIPIENTS OF  
MINIMUM IMPACT NH WETLANDS PERMITS**

Your permit was approved by the New Hampshire Wetlands Bureau as a minimum impact project, and your project is automatically approved under the Army Corp's New Hampshire Programmatic General Permit.

For the purpose of the NH PGP, Minimum Impact Projects do not include new construction of:

- Dams;
- Dikes;
- Water withdrawal of diversion projects which require fill in wetlands or surface waters;
- Wetlands restoration projects, or any projects which involve work in other than low flow conditions (July 1 – September 30);
- Any projects involving more than 3,000 square feet of a water body or wetland fill and secondary impacts.

Also, not included under Minimum Impact Projects are those projects that include the reconstruction or replacement of currently unserviceable structures/fills. The projects must be reviewed through the screening procedures of minor impact projects. The activities in section 10 waters not regulated by the Wetlands Bureau formerly authorized under the Nationwide Permit Program and listed in Appendix A of this document are designated non-reporting activities.

These approvals do not relieve you from obtaining any necessary local permits that may be required by your town.

If you have any questions, feel free to give us a call at 603-271-2147.

\*\*\*\*\*

This notice was sent with minimum impact permit.





The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

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**WETLANDS AND NON-SITE SPECIFIC PERMIT 2018-03573 PAGE 1 OF 2**

**PERMITTEE:** FREEDMAN REALTY INC  
173 WATER STREET  
EXETER NH 03833

**NOTE CONDITIONS**

**PROJECT LOCATION:** 173-179 WATER STREET, EXETER TAX MAP 64 LOT 50

**WATERBODY:** SQUAMSCOTT RIVER

**APPROVAL DATE:** OCTOBER 04, 2019

**EXPIRATION DATE:** OCTOBER 04, 2024

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Based upon review of the above referenced application, in accordance with RSA 482-A and RSA 485-A:17, a Wetlands Permit and Non-Site Specific Permit was issued by the New Hampshire Department of Environmental Services (NHDES). This permit shall not be considered valid unless signed as specified below.

**PERMIT DESCRIPTION:** Impact 2,442 square feet within the previously-developed 100-foot tidal buffer zone to modify the existing structure by adding two (2) additional floors, additional parking, and improved stormwater management structures.

**WAIVER GRANTED:** RSA 483-B:9, V, (g), is waived to allow for the modification of the property.

**THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:**

1. All work shall be in accordance with plans by Jones & Beach Engineers, Inc. dated 12/20/17 and revised through 9/03/19 as received by the NH Department of Environmental Services Wetlands Bureau (NHDES) on September 5, 2019.
2. This permit is not valid and effective until it has been recorded with the Rockingham County Registry of Deeds by the applicant. Prior to starting work under this permit, the permittee shall submit a copy of the recorded permit to the DES Wetlands Program by certified mail, return receipt requested.
3. Not less than 5 state business days prior to starting work authorized by this permit, the permitted shall notify the NHDES and the Exeter Conservation Commission in writing of the date on which work under this permit is expected to start.
4. Any further alteration of areas on this property that are subject to RSA 482-A jurisdiction will require a new application and further permitting.
5. All development activities associated with this project shall be conducted in compliance with applicable requirements of RSA 483-B and N.H. Code Admin. Rules Env-Wq 1400 during and after construction.
6. No person undertaking any activity shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards in RSA 485-A and Env-Wq 1700.
7. Appropriate siltation and erosion controls shall be in place prior to construction, shall be maintained during construction, and shall remain until the area is stabilized. Temporary controls shall be removed once the area has been stabilized.
8. No more than 90% of the area of the lot within the protected shoreland shall be covered by impervious surfaces unless additional approval is obtained from DES.
9. The contractor responsible for completion of the work shall use techniques described in the New Hampshire Stormwater Manual, Volume 3, Erosion and Sediment Controls During Construction (December 2008).
10. Any fill used shall be clean sand, gravel, rock, or other suitable material.
11. Excessive snow shall be removed from the site and located out of NHDES jurisdiction.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588

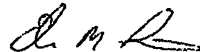
TDD Access: Relay NH 1 (800) 735-2964

12. The catch basin, and other stormwater management structures on the property, shall be maintained to ensure they are effective.

**GENERAL CONDITIONS THAT APPLY TO ALL NHDES WETLANDS PERMITS:**

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The NHDES Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including US EPA, US Army Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDES Alteration of Terrain, etc.);
5. Transfer of this permit to a new owner shall require notification to and approval by NHDES;
6. This project has been screened for potential impacts to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have only received cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species;
7. Review enclosed sheet for status of the US Army Corps of Engineers' federal wetlands permit.

APPROVED:



Eben M. Lewis  
Wetlands Bureau  
Land Resources Management

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**BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.**

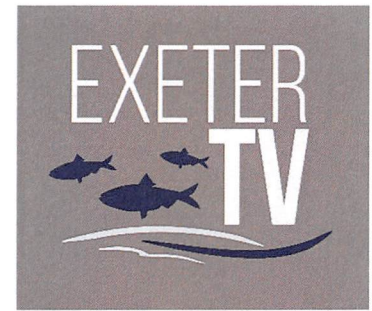
\_\_\_\_\_  
OWNER'S SIGNATURE (required)

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE (required)



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 •  
(603) 778-0591 • FAX 772-4709  
[www.exeternh.gov](http://www.exeternh.gov)



## *What Exeter TV Can Do For Your Department/Committee*

Exeter TV consists of the Town of Exeter's Public Access and Government Channels, located on Comcast Channels 98 and 22, as well as online and social media. We are tasked with keeping the citizens of Exeter informed about local government boards and serving as a platform for residents to express themselves.

We also strive to help town departments and boards communicate effectively with residents and the town at large. This helps to make the departments seem more assessable and engaged with the townspeople. There are several ways in which Exeter TV can help departments and boards get out information:

- *Rotating Community Bulletin Board* – Channels 98 and 22 have a slide show in between programming to inform viewers about everything from office hours to planned events. Exeter TV staff can create slides for your department or board. Or if you already create flyers, we can grab those and put them up.
- *The Exeter Weekly Report* – Every Thursday afternoon at 4:30pm, we release a 5 to 10 minute news show about upcoming community events and initiatives. Sit down for an interview with our staff for a brief interview about department news, upcoming events, or other info. And we can add in visuals to create an engaging short video to keep residents informed. These short videos are also great for sharing on social media, as many departments and boards have Facebook pages.
- *Public Service Announcements (PSA's)* – We can create short PSA's about important topics such as "how to dig out a fire hydrant" to "how to pay your car registration online." We can also cover frequently asked questions to help departments be proactive to save time later. With a little info and cooperation from town departments, we can compile sometimes difficult or confusing information into concise videos.

Think of Exeter TV as the town's PR agency, if your staff or committee is doing great work, tell us about. We want to show the residents all of the great projects and initiatives the town is doing, help explain town processes, and keep people informed. We make working on these videos quick and painless, so you don't need to worry about a big time commitment. If there's anything we can do to help your department communicate, feel free to get in touch with us. We look forward to working with all of you more in the future.

Regards,

Bob Glowacky  
Exeter TV





## 2019 Emergency Preparedness & Response Meeting



**October 30<sup>th</sup>, 2019**

*Town Manager's Office*

**1000 Market St. Portsmouth, NH 03801**

**SEP 30 2019**

**Meeting Agenda**

*Received*

<b>7:30 AM – 7:50 AM</b>	<b>Registration &amp; Networking</b>  <i>Breakfast is served at 7:50 AM</i>
<b>8:00 AM – 8:05 AM</b>	<b>Welcome &amp; Opening Remarks</b> <i>John DiNapoli, Community Relations</i>
<b>8:05 AM – 8:15 AM</b>	<b>Corporate Emergency Response</b> <i>Jacklyn Ulban, Mgr. Business Resiliency &amp; Compliance</i>
<b>8:15 AM – 8:30 AM</b>	<b>Communications &amp; Awareness Campaign</b> <i>Stephanye Schuyler, Sr. Marketing &amp; Communications Executive</i>
<b>8:30 AM – 8:45 AM</b>	<b>Local Operations &amp; Safety</b> <i>Bill Hobart, Mgr. Portsmouth Gas Operations</i>
<b>8:45 AM – 9:00 AM</b>	<b>Quality Assurance Program</b> <i>Stacey Kilroy, Mgr. Technical Training &amp; Quality Management</i>
<b>9:00 AM – 9:15 AM</b>	<b>Open Forum / Questions &amp; Answers</b>
<b>9:15 AM</b>	<b>Adjourn</b>

*We look forward to seeing you there!*



*You're Invited!*



## Natural Gas Emergency Preparedness & Response Meeting

### *Who is invited*

Police, Fire, Emergency Management, DPW, Municipal, Regulatory and Elected Officials serving the communities in and around Unitil's Portsmouth Region

### *What will be covered*

Important information related to Unitil's gas system safety and reliability including an overview of emergency response procedures, communication protocols, employee training protocols and additional resources of information available

### *Meeting Details*

Wednesday, October 30<sup>th</sup> 2019 - 8:00 AM – 9:15 AM

Registration at 7:30 AM; Breakfast served at 7:50 AM; Meeting starts at 8:00 AM

Portsmouth Courtyard by Marriott (1000 Market St. Portsmouth, NH 03801)

### *RSVP*

By October 25<sup>th</sup> to Kashena Window, Emergency Planning Specialist via email or phone:  
([windowk@unitil.com](mailto:windowk@unitil.com)) / 603.770.9697

*We look forward to seeing you there!*

A handwritten signature in black ink that reads "Jacklyn Ulban".

Jacklyn Ulban

Manager, Business Resiliency & Compliance

Unitil Corporation | [ulbanj@unitil.com](mailto:ulbanj@unitil.com) / 603.379.3830