

Select Board Meeting
Monday, December 2nd, 2019, 7:00 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter NH

1. Call Meeting to Order
2. Public Comment
3. Bid Opening – 2020 Water/Sewer Chemical Bids
4. Proclamations/Recognitions
 - a. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: November 25th, 2019
6. Appointments – Energy Committee
7. Discussion/Action Items
 - a. FY20 Budget – Budget Recommendations Committee Recap
 - b. Presentation – Recreation Park Building & Site Redevelopment Project
 - c. Gilman Park Pavilion Construction – Parks Improvement Fund and Recreation Impact Fee Use Request
 - d. FY20 Budget Discussion
8. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report
 - d. Select Board Committee Reports
 - e. Correspondence
9. Review Board Calendar
10. Non-Public Session
11. Adjournment

Kathy Corson, Chair
Select Board

Posted: 11/29/19 Town Office, Town Website

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

AGENDA SUBJECT TO CHANGE

Proclamations & Recognitions

Minutes

Board Appointments & Resignations

Board and Committee Appointments
December 2nd, 2019

Energy Committee

Cliff Sinnott, 84 Park Street

Motion: Move the Select Board appoint Cliff Sinnott to the Energy Committee effective November 25th, 2019.

NOTE: The Energy Committee does not have terms. Jordan Dickenson has resigned as he is moving. Email resignation was received on November 26th, 2019



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

**Statement of Interest
 Boards and Committee Membership**

Committee Selection: Energy Committee

New **Re-Appointment** **Regular** **Alternate**

Name: Cliff Sinnott **Email:** cliffsinnott@gmail.com
Address: 84 Park Street **Phone:** 603-553-5707

Registered Voter: **Yes** **No**

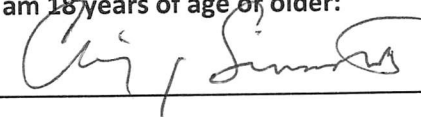
Statement of Interest/experience/background/qualification, etc. (resume can be attached).

I was recently made aware that a vacancy exists on the Energy Committee and am interested in being considered for an appointment to that Committee. I have a long standing interest in the subject of energy efficiency and alternative and renewable energy sources. I believe rapid that progress in transitioning toward these sources and away from fossil fuels is essential both to avoiding the worst of climate change as well as sustaining a healthy environment and economic prosperity. The inability of the federal government to make progress in the transition to renewable energy is disheartening, yet, local governments, including may towns in New Hampshire like Exeter, are stepping up to fill that void of action. I understand local Energy Committees are an important part of those local initiatives and I would like to be part of and contribute to that work. I was director of the Rockingham Planning Commission for 30 years and in that role I was exposed to both state and local energy issues and policies and with the role and work of local energy committees in NH. I feel I will be able to make a meaningful contribution to this work and would appreciate the opportunity to do so.

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

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

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

I certify that I am 18 years of age or older:
Signature:  **Date:** 11/19/2019

FY20 Budget Recommendations Committee Recap

Exeter, NH Budget Recommendations Committee (BRC)

FY 2020 DRAFT Budget Presentation

1. Budget Highlights and Challenges

a. General Fund

- Health insurance increases averaging 10%
- Special/mandated requests including an architectural assessment of a new DPW Garage, additional landfill monitoring, additional stormwater monitoring, expanded facilities cleaning services, increased facility insurance, additional police vehicles.

b. Water Fund

- Health insurance increases averaging 10%
- Special project requests including expanded source water development.
- Added costs for treatment by switching from chlorine disinfection to chloramines (4/19)
- Added vehicle to contend with testing and meter reading requirements

c. Sewer Fund

- Health insurance increases averaging 10%
- Special project requests including early payment of 2nd bond payment, Squamscott siphons
- Added costs for treatment from new WWTP startup (6/19)
- Added vehicle to contend with snow plowing and management of new WWTP

d. Capital Improvement Program (CIP)

- Funding for CRFs such as Sidewalks, Con Comm, Parks & Rec
- Projects required for Pickpocket Dam, Westside Drive, Police and Fire communications
- Vehicles (Fire, DPW General, DPW W&S)

2. Budget comparison, YOY, 2018-2020

Fiscal Year	General Fund	CIP	Water Fund	CIP	Sewer Fund	CIP
2018	\$18,272,453	\$ 276,598	\$3,226,883	\$ 0	\$2,443,410	\$0
2019	\$19,117,296	\$1,024,043	\$3,282,057	\$150,000	\$2,846,891	\$145,000
2020	\$19,666,768	\$ 796,664	\$3,567,264	\$200,000	\$7,701,799	\$1,600,000

NOTE: CIP includes fund balance articles (Sick Leave Trust, Snow/Ice Deficit, etc.)

3. BRC recommendations

- a. The presented FY 2020 budget includes our perspective on a balance between necessary projects for continued town growth and quality of life and an acceptable cost of these programs.
- b. The BRC recommends continued discussion of the proposed updated Recreation Park proposal as the BRC did not have time for a detailed analysis. The project was reviewed on November 18th by the BRC and it was voted 8-2 to move ahead to the Select Board for further consideration using a 10-year bond.
- c. While approved, these CIP projects were not unanimously accepted by the BRC (Pickpocket Dam, Sidewalk Fund, Source Water Development, DPW Garage planning) and may require further discussion as to their appropriateness on this year's warrant.

Thank you for the opportunity to serve the Town of Exeter and its Select Board,

Respectfully Submitted,

W. Robert Kelly, BRC Chair

December 2, 2019

Recreation Park Building & Site Redevelopment Project

Background for the project is at www.exeternh.gov at link below.

<https://www.exeternh.gov/recreation/recreation-park-redevelopment-information-proposal-2019>

The project team will be present at the December 2nd meeting to present to the Select Board.

Gilman Park Pavilion Construction – Capital Reserve Fund, Impact Fee Request

**TOWN OF EXETER
MEMORANDUM**

TO: Russ Dean, Town Manager

CC: Doreen Chester, Finance Director

FROM: Greg Bisson, Director of Parks and Recreation

RE: Gilman Park Pavilion-Construction

DATE: 11/26/19

Exeter Parks and Recreation has solicited quotes for the construction of a proposed pavilion at Gilman Park. The pavilion is supported by SELT in accordance with the management plan. After speaking with several construction firms interested in the project, Exeter Parks and Recreation only received one quote.

Exeter Parks and Recreation recommends awarding the construction of Gilman Park Pavilion to Diamond Hill Builders, 92 Portsmouth Ave, Exeter, NH for \$40,300. Diamond Hill would like to get the foundation poured in December 2019 and complete the project throughout the winter months, completing it by Spring.

Diamond Hill Builders previously built a similar pavilion at Stratham Memorial School.

Cost: \$40,300.

No other firms submitted a quote for the construction of a pavilion.

Motions:

To make a motion to allow the Parks and Recreation Department to expend \$10,000 out of the Parks Improvement Capital Reserve Fund and \$30,300 out of Recreation Impact Fees for construction of the Gilman Park Pavilion.

Respectfully Yours,
Greg Bisson
Director Exeter Parks and Recreation

FY20 Budget Discussion

Town of Exeter							
2020 Preliminary Budget Summary							
Version #2: BRC							
Updated November 18, 2019							
DEPARTMENT	2018 Actual	2019 Budget	2019 Actual YTD August	2020 BRC Budget	2020 BRC Budget vs. 2019 Budget \$ Increase/-(Decrease)	2020 BRC Budget vs. 2019 Budget %-Difference	Notes
General Fund Appropriations							
General Government							
Select Board	26,632	23,981	16,827	22,981	(1,000)	-4.2%	Special expense down
Town Manager	227,287	235,817	169,016	244,451	8,634	3.7%	PT wages up offset by reduction in contracted services
Human Resources	87,182	119,385	65,139	150,748	31,363	26.3%	FY of PT HR Assistant, increase in wage reclassification
Transportation	9,083	1	-	1	-	0.0%	Coast expense moved to the transportation fund
Legal	90,577	80,000	53,488	80,000	-	0.0%	
Information Technology	206,930	230,029	128,124	252,061	22,032	9.6%	Capital equip (safety complex cameras), internet serv, contracted serv, computer software
Trustees of Trust Funds	891	891	891	891	-	0.0%	
Town Moderator	538	861	189	1,319	458	53.1%	Additional elections
Town Clerk	348,438	351,014	230,979	353,739	2,726	0.8%	
Elections/Registration	18,077	11,759	9,396	30,601	18,842	160.2%	Additional elections
Total General Government	1,015,636	1,053,738	674,048	1,136,792	83,054	7.9%	
Finance							
Finance/Accounting	296,833	309,750	228,859	329,674	19,925	6.4%	Health Ins (change in plans), contracted serv. (OPEB compliance), audit fees, education/training
Treasurer	9,592	11,069	6,355	9,792	(1,277)	-11.5%	Removed PT treasurer (open position that was never filled)
Tax Collection	103,714	113,820	89,185	115,581	1,761	1.5%	
Assessing	214,734	223,257	159,885	254,540	31,283	14.0%	Software agreement (vision upgrade), contracted serv. (MRI contract increase) offset by reduction in postage
Total Finance	624,873	657,894	484,285	709,587	51,692	7.9%	

Town of Exeter							
2020 Preliminary Budget Summary							
Version #2: BRC							
Updated November 18, 2019							
DEPARTMENT	2018 Actual	2019 Budget	2019 Actual YTD August	2020 BRC Budget	2020 BRC Budget vs. 2019 Budget \$ Increase/-(Decrease)	2020 BRC Budget vs. 2019 Budget %-Difference	Notes
Planning & Building							
Planning	233,316	260,451	156,951	268,330	7,879	3.0%	Increase in studies (update the Town's Impact fee policy)
Economic Development	138,237	144,879	90,597	151,341	6,462	4.5%	Education/travel for OU EDI
Inspections/Code Enforcement	248,502	257,966	167,997	265,855	7,889	3.1%	
Conservation Commission	7,060	10,039	5,487	10,039	-	0.0%	
Sustainability Advisory Committee	-	-	-	-	-	-	New position proposal and general expenses
Zoning Board of Adjustment	4,262	4,320	2,556	4,326	5	0.1%	
Historic District Commission	1,509	11,817	22,945	11,825	8	0.1%	
Heritage Commission	265	988	323	892	(96)	-9.7%	
Total Planning & Building	633,150	690,461	446,856	712,608	22,147	3.2%	
Public Safety							
Police	3,193,831	3,319,225	1,972,527	3,395,389	76,164	2.3%	Medical insurance, computer maintenance (IMC Tech), computer equipment (2 hr. parking vehicle enforcement downtown area)
Fire	3,604,030	3,768,283	2,280,387	3,871,651	103,368	2.7%	2 new FF position proposals (6 months each)
Communications	388,316	447,529	228,214	417,082	(30,447)	-6.8%	Reduction in PT wages and changes in medical plans
Health	126,808	133,209	85,957	135,010	1,801	1.4%	
Total Public Safety	7,312,984	7,668,247	4,567,084	7,819,133	150,886	2.0%	
Public Works - General Fund							
Administration & Engineering	374,005	377,824	276,471	413,659	35,835	9.5%	
Highways & Streets	1,774,204	2,065,465	1,356,207	2,110,977	45,512	2.2%	1 new heavy equip operator position proposal (8mos), new SEIU contract obligations, Tamarind Lane culvert repl, offset with a reduction in street marking
Snow Removal	337,463	314,632	294,736	334,555	19,924	6.3%	Plow contractors and snow removal
Solid Waste Disposal	1,199,037	1,252,517	711,271	1,324,764	72,247	5.8%	Landfill monitoring, Disposal/Recycling Contract, HHHW removal, attendants booth at the transfer station
Street Lights	171,408	170,340	83,337	170,340	-	0.0%	
Stormwater	36,591	60,000	3,200	60,000	-	0.0%	Increase in contracted serv. offset with a decrease in software agreement
Total Public Works - General Fund	3,892,708	4,240,778	2,725,223	4,414,295	173,517	4.1%	

Town of Exeter							
2020 Preliminary Budget Summary							
Version #2: BRC							
Updated November 18, 2019							
DEPARTMENT	2018 Actual	2019 Budget	2019 Actual YTD August	2020 BRC Budget	2020 BRC Budget vs. 2019 Budget \$ Increase/- (Decrease)	2020 BRC Budget vs. 2019 Budget %- Difference	Notes
Maintenance							
General	404,142	502,890	314,443	527,219	24,330	4.8%	Increase in contracted serv. \$11k (cleaning services at the Recreation building)
Town Buildings	249,337	270,344	211,890	289,424	19,080	7.1%	
Maintenance Projects	15,415	100,000	52,322	100,000	-	0.0%	
Mechanics/Garage	209,862	263,580	109,144	262,510	(1,071)	-0.4%	Reduction in mechanics tools (LY 4 post automatic lift)
Total Maintenance	878,757	1,136,814	687,798	1,179,152	42,338	3.7%	
Welfare & Human Services							
Welfare	76,008	68,171	38,387	73,052	4,881	7.2%	Increase in direct relief services (hotel)
Human Services	107,500	106,625	60,844	103,805	(2,820)	-2.6%	
Total Welfare & Human Services	183,508	174,796	99,231	176,857	2,061	1.2%	
Parks & Recreation							
Recreation	307,483	317,076	202,167	345,668	28,592	9.0%	FY of FT Office Manager, Senior Programming Initiative
Parks	209,829	221,299	159,799	218,182	(3,117)	-1.4%	Increase in contracted services offset with reduction in temp wages and equip purchase (LY lawn mower), small increase in landscaping supplies
Total Parks & Recreation	517,312	538,375	361,966	563,850	25,475	4.7%	
Other Culture/Recreation							
Other Culture/Recreation	23,854	17,002	9,239	17,000	(2)	0.0%	
Special Events	15,439	15,000	14,367	15,000	-	0.0%	
Total Other Culture/Recreation	39,293	32,002	23,606	32,000	(2)	0.0%	
Public Library							
Library	1,014,633	1,024,921	620,329	1,032,905	7,984	0.8%	
Total Library	1,014,633	1,024,921	620,329	1,032,905	7,984	0.8%	

Town of Exeter							
2020 Preliminary Budget Summary							
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DEPARTMENT	2018 Actual	2019 Budget	2019 Actual YTD August	2020 BRC Budget	2020 BRC Budget vs. 2019 Budget \$ Increase/ (Decrease)	2020 BRC Budget vs. 2019 Budget %- Difference	Notes
Debt Service & Capital							
Debt Service	1,013,461	1,045,774	1,042,757	1,028,140	(17,634)	-1.7%	Per debt schedule; \$32K interest on Library BAN
Vehicle Replacement/Lease	623,837	521,668	389,760	416,907	(104,761)	-20.1%	See Vehicle & Lease schedules
Misc. Expense	7,006	4	36	4	-	0.0%	
Cemeteries	-	1	-	1	-	0.0%	
Capital Outlay - Other	3,570	4,501	1,870	4,251	(250)	-5.6%	
Total Debt Service & Capital	1,647,874	1,571,948	1,434,424	1,449,303	(122,645)	-7.8%	
Benefits & Taxes							
Health Insurance Buyout/Sick Leave/Flex Spending	214,900	137,059	134,998	163,602	26,543	19.4%	
Insurance Reserves	-	-	-	-	-		Est. 2% increase in LTD
Unemployment	-	3,456	3,456	3,663	207	6.0%	Primex estimate
Worker's Compensation	203,293	121,787	121,787	207,783	85,996	70.6%	Primex estimate
Insurance	93,532	65,020	83,448	65,240	220	0.3%	Primex estimate: Based upon allocation of assets
Total Benefits & Taxes	511,725	327,322	343,689	440,288	112,966	34.5%	
Total GF Operating Budget	18,272,453	19,117,296	12,468,539	19,666,768	549,473	2.9%	

Town of Exeter							
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DEPARTMENT	2018 Actual	2019 Budget	2019 Actual YTD August	2020 BRC Budget	2020 BRC Budget vs. 2019 Budget \$ Increase/-(Decrease)	2020 BRC Budget vs. 2019 Budget %-Difference	Notes
Other Appropriations - Warrant Articles							
Sidewalk Program	20,000	60,000	-	60,000	-	0.0%	CIP P#19 Continues efforts of sidewalk repl
Snow/Ice Deficit Fund	50,000	50,000	50,000	50,000	-	0.0%	Fund balance
Sick Leave Expendable Trust Fund	100,000	100,000	100,000	100,000	-	0.0%	Fund balance
Portable Radios	72,098				-		
Swasey Pkwy CRF	7,500				-		
Cemetery Capital Reserve Fund	27,000				-		
Intersection Improvements Program		50,000	-		(50,000)	-100.0%	
ADA Accessibility CRF		35,000	-		(35,000)	-100.0%	
Parks & Rec CRF		100,000	38,451	100,000	-	0.0%	CIP P#10 Continued investment in capital reserve fund established in 2019
Dispatch Communication upgrade		153,451	99,186		(153,451)	-100.0%	
Public Safety Study		50,000	-		(50,000)	-100.0%	
Pickpocket Dam Reclassification		40,000	-	110,000	70,000	175.0%	
Great Bridge Deficit Funding		173,774	173,774		(173,774)	-100.0%	
Swasey Parkway Maint Fund		24,000	24,000		(24,000)	-100.0%	Funded from Swasey bank account
LED Streetlight Repl		187,818	178,691		(187,818)	-100.0%	Funded from Fund Balance
Town wide Vehicle Replacements				147,872	147,872		CIP, see separate vehicle schedule
Conservation Fund Appropriation				50,000	50,000		CIP P#7 To support conservation initiatives such as land purchase
Communications Repeater Site Impr				78,792	78,792		CIP P#11 Fuller Lane Water Tower
Westside Drive Design/Engineering				100,000	100,000		CIP P#21 Design
DPW Facility/Garage Design				-	-		CIP P#1 Design
6 Wheel Dump and Plow Truck				-	-		CIP P#60 \$195K (1st payment over 5 year period)
Total Other Approp.-WAR	276,598	1,024,043	664,102	796,664	(227,379)	-22.2%	
Borrowing Other							
Library Renovation/Expansion		4,505,885			(4,505,885)	-100.0%	
Salem St Design Engineering		30,000			(30,000)	-100.0%	
Recreation Park Renovation Design & Engineering		250,000			(250,000)	-100.0%	
Recreation Park Renovation				TBD			CIP P#3 TBD
Total Borrowing Other	-	4,785,885	-	-	(4,785,885)	-100.0%	
Total GF & WAR & Borrowing	18,549,050	24,927,224	13,132,641	20,463,432	(4,463,791)	-17.9%	

Town of Exeter							
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Water Fund							
Administration	336,333	367,994	202,073	393,870	25,875	7.0%	Wage increase due to change in engineering position; System Devel (Imapct Fees)
Billing and Collection	156,397	165,173	99,392	179,408	14,235	8.6%	Increase in education/training, travel and consulting serv. (Munis)
Distribution	814,188	805,979	519,505	845,402	39,423	4.9%	Meter replacements and fire alarm communication
Treatment	757,017	743,226	453,813	813,283	70,057	9.4%	Increase in lagoon cleaning, equip. maint., lab equip/supplies, chemicals and lab testing; offset with reductions in consulting, electricity and natural gas
Debt Service	1,119,250	1,062,113	1,150,156	1,164,650	102,537	9.7%	Per debt schedule
Capital Outlay	43,698	137,572	34,131	170,652	33,080	24.0%	Water system capital; vehicle/leases
Total WF Operating Budget	3,226,883	3,282,057	2,459,071	3,567,264	285,207	8.7%	
Other Appropriations - Warrant Articles							
Salem St. Area Utility Replacements		150,000			(150,000)	-100.0%	
Groundwater/Surface Water: Well Permit/Test/Design				200,000	200,000		CIP P#22 Well permitting and pump test
Hampton Road Booster Station Design				-	-		CIP P#23 Design
Total Other Appropriations	-	150,000	-	200,000	50,000	33.3%	
Total Water Fund Appropriations	3,226,883	3,432,057	2,459,071	3,767,264	335,207	9.8%	

Town of Exeter							
2020 Preliminary Budget Summary							
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DEPARTMENT	2018 Actual	2019 Budget	2019 Actual YTD August	2020 BRC Budget	2020 BRC Budget vs. 2019 Budget \$ Increase/-(Decrease)	2020 BRC Budget vs. 2019 Budget %-Difference	Notes
Sewer Fund							
Administration	313,061	390,983	229,979	418,944	27,960	7.2%	Wage increase due to change in engineering position; System Devel (Imapct Fees)
Billing and Collection	153,319	162,398	96,479	176,183	13,785	8.5%	Increase in education/training, travel and consulting serv. (Munis)
Collection	606,808	665,456	343,546	716,779	51,323	7.7%	CSO Monitoring (new), Drug/Alcohol Testing
Treatment	570,417	924,358	518,543	1,415,245	490,886	53.1%	Wage and benefit increase due to change in position (Op to Chief Op (8 mos)) and FY of new Operator; solids handling, electricity, chemicals, natural gas
Debt Service	669,233	576,124	576,143	4,848,995	4,272,871	741.7%	Per debt schedule
Capital Outlay	130,573	127,571	26,289	125,653	(1,918)	-1.5%	See Vehicle & Lease schedules
Total SF Operating Budget	2,443,410	2,846,891	1,790,979	7,701,799	4,854,908	170.5%	
Other Appropriations - Warrant Articles							
Salem St. Area Utility Replacements		145,000			(145,000)	-100.0%	
Squamscott River Sewer Siphons				1,600,000	1,600,000		CIP P#29
Folsom Street PS Rehabilitation				150,000	150,000		CIP P#27
Total Other Appropriations	-	145,000	-	1,750,000	1,605,000	1106.9%	
Total Sewer Fund Appropriations	2,443,410	2,991,891	1,790,979	9,451,799	6,459,908	215.9%	

Tax Abatements, Veterans Credits & Exemptions

List for Select Board meeting December 2, 2019

Veteran's Credit

<u>Map/Lot/Unit</u>	<u>Location</u>	<u>Amount</u>	
73/62	26 Carol Street	1,000.00	two veterans

Blind Exemption

<u>Map/Lot/Unit</u>	<u>Location</u>	<u>Amount</u>	
64/60	8 Aspen Way	15000.00	

Permits And Approvals

Permits and Approvals, December 2nd, 2019

Library BAN Suggested Motion:

Move the Select Board approve the extension of the library design and construction bond anticipation note through August 14th, 2020 and authorize the town manager to sign any documents related to the BAN.

NOTE: The Board will need to sign the actual BAN, and the town manager will sign the ancillary documents (tax forms, etc.).

Hook Lift Dump Truck – Sewer Department

1. Read resolution (Exhibit E), then:

Move the Select Board adopt the resolution as read. (Two individuals from the Select Board should sign the resolution).

Other Permits/Approvals

1. Arts Industry Alliance one day liquor license for event of December 3rd, 2019 for a fundraiser for the Exeter Scholarship Fund.
2. Special Events Application – Swasey Parkway – all Parks/Recreation. 1) Town Hall plus small front green room, February 7th through 9th, 2020 for Sweetheart Dance; 2) Swasey Parkway plus pavilion structure, April 11th, 2020 8:30 a.m. until Noon for Easter Egg Hunt; 3) Swasey Parkway plus pavilion structure, July 11th, 2020 for fireworks, 5:30 p.m. until 10:00 p.m.; 4) Swasey Parkway plus pavilion structure, June 18th – August 20th, 2020, 5:30 to 9 p.m.. summer concert series on Parkway; 5) Swasey Parkway plus pavilion structure, October 3rd, 2020, from 6:00 a.m. until 7:00 p.m. for the 2020 Powderkeg Beer and Chili Festival; 6) Parade permit, Swasey parkway and pavilion structure, October 24th, 2020 for 2020 Halloween Parade, 8:30 a.m. until 12:00 p.m..

TOWN OF EXETER, NEW HAMPSHIRE

Amendment to Bond Anticipation Note and Related Documents

This Amendment to Bond Anticipation Note and Related Documents (this "Amendment") is dated as of this 5th day of December, 2019, by and between the Town of Exeter, New Hampshire (the "Issuer") and Newburyport Five Cents Savings Bank (the "Bank").

WITNESSETH

WHEREAS, the Issuer executed and delivered to the Bank its \$2,500,000 Bond Anticipation Note dated July 10, 2019 (the "Note"), which Note bears interest at the annual rate of 2.16% and was to mature on February 14, 2020; and

WHEREAS, the parties have agreed to amend the Note to extend the maturity date thereof; and

WHEREAS, the parties wish to evidence this change by executing this Amendment;

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Extension of Maturity Date. The maturity date of the Note is hereby extended until August 14, 2020.
2. No Further Changes; Effect on Related Documents; Etc. With the exception of the change effected hereby and the execution of a new Form 8038G to be filed with the Internal Revenue Service in connection herewith, the Note and all documents related thereto (including, without limitation, the Resolution of Governing Board, the Signature and No Litigation Certificate with Receipt and the No Arbitrage and Tax Certificate (collectively, the "Related Documents")) are to remain in full force and effect, unchanged; the same being hereby ratified and confirmed. With respect to the Note and the Related Documents, the Issuer hereby represents and covenants that: (i) there are no defaults thereunder; and (ii) all representations and certifications contained therein remain accurate and complete in all material respects.

[SIGNATURE PAGES FOLLOW]

Dated as of the day and year first above written.

TOWN OF EXETER, NEW HAMPSHIRE

Issuer's Treasurer

(SEAL)

Issuer's Governing Board

Agreed to and Accepted:

NEWBURYPORT FIVE CENTS SAVINGS BANK

By: _____
Duly Authorized

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Town of Exeter, New Hampshire		2 Issuer's employer identification number (EIN) 02-6000268
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Renelle L. L'Huillier, Esquire (Bond Counsel)		3b Telephone number of other person shown on 3a 603-410-1709
4 Number and street (or P.O. box if mail is not delivered to street address) 15 North Main Street	Room/suite 300	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Concord, NH 03301		7 Date of issue 12/05/2019
8 Name of issue \$2,500,000 Bond Anticipation Note		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Doreen Chester, Finance Director		10b Telephone number of officer or other employee shown on 10a 603-773-6109

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶ Library		18	\$2,500,000 00
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>		
b If bonds are BANs, check only box 19b	<input checked="" type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/14/2020	\$ 2,500,000.00	\$ 2,500,000.00	years	2.16 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$2,500,000 00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	\$0 00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$2,500,000 00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶ _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
 - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
 - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
 - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
 - 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
 - 42** If the issuer has superintegrated the hedge, check box
 - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
 - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
 - 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	_____ Signature of issuer's authorized representative	12/052019 Date	_____ Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Renelle L. L'Huillier, Esquire		12/05/2019		P01081312
	Firm's name ▶ Devine, Millimet & Branch, P.A.			Firm's EIN ▶	02-0336151
Firm's address ▶ 15 North Main Street, Suite 300, Concord, New Hampshire 03301			Phone no.	603-410-1709	

Schedule No. 12
EXHIBIT E

December 1, 2019

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of October 1, 2011, between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and Schedule No. 12 thereto dated as of December 1, 2019.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on December 2, 2019 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 12 dated as of December 1, 2019 to the Master Lease Purchase Agreement dated as of October 1, 2011, between **Town of Exeter (Lessee)** and **Tax-Exempt Leasing Corp. (Lessor)**.
- Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): Russell Dean, Town Manager
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

In addition to the Authorized Individual(s) above, the Governing Body of Lessee further authorizes the following individual to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate:

Authorized Individual(s): Russell Dean, Town Manager
(Printed or Typed Name and Title of individual(s) authorized to execute any Payment Request and Partial Acceptance Certificate and/or Final Acceptance Certificate)

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

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body, who is not listed as "Authorized Individual" above)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 12
EXHIBIT D

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

December 1, 2019

Tax-Exempt Leasing Corp.
203 E. Park Avenue
Libertyville, Illinois 60048

RE: Master Lease Purchase Agreement dated as of October 1, 2011, between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and Schedule No. 12 thereto dated as of December 1, 2019.

WAIVED

Schedule No. 12
EXHIBIT A

December 1, 2019

DESCRIPTION OF EQUIPMENT

RE: Master Lease Purchase Agreement dated as of October 1, 2011, between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and Schedule No. 12 thereto dated as of December 1, 2019.

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

Quantity	Serial Number/VIN	Type, Make, Model
1		20__ International HV507 Chassis with Dump Body, Plow and Equipment

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address	13 Newfields Road	City	Exeter	State	New Hampshire
County	Rockingham				

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

Lessee: Town of Exeter

Signature

Russell Dear, Town Manager

Printed Name and Title

12/2/2019

Date

Schedule No. 12
EXHIBIT B

December 1, 2019

SCHEDULE OF PAYMENTS

Rate: 2.68%

Payment Number	Payment Date	Payment	Interest	Principal	Purchase Option Price*
1	12/1/2019	\$ 30,657.10	\$ -	\$ 30,657.10	NA
2	12/1/2020	\$ 30,657.10	\$ 3,077.52	\$ 27,579.58	\$ 89,434.65
3	12/1/2021	\$ 30,657.10	\$ 2,338.39	\$ 28,318.71	\$ 60,260.64
4	12/1/2022	\$ 30,657.10	\$ 1,579.45	\$ 29,077.65	\$ 30,454.10
5	12/1/2023	\$ 30,657.10	\$ 800.14	\$ 29,856.96	\$ -
Totals		\$ 153,285.50	\$ 7,795.50	\$ 145,490.00	

* Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

Lessee: Town of Exeter

Signature

Russell Dean, Town Manager

Printed Name and Title

12/2/2019

Date

**Schedule No. 12
EXHIBIT C**

December 1, 2019

RE: Master Lease Purchase Agreement dated as of October 1, 2011, between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and Schedule No. 12 thereto dated as of December 1, 2019.

FINAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 12 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor the remaining net proceeds of the Lease by wire transfer or by check.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Serial #/VIN: (if applicable) _____

Lessee: Town of Exeter

Signature

Russell Dean, Town Manager

Printed Name and Title

Date

Schedule No. 12
EXHIBIT C

December 1, 2019

RE: Master Lease Purchase Agreement dated as of October 1, 2011, between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and Schedule No. 12 thereto dated as of December 1, 2019.

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 12 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising all or part of the Equipment described on Exhibit A):
 - a. has been delivered and installed in accordance with Lessee's specification
 - b. X has been accepted where is and is pending delivery and/or installation
 - c. has been delivered and accepted and is pending installation (the VIN, if applicable, shall be provided upon installation)

and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor or reimburse Lessee described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.

2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Equipment

Amount

Serial #/VIN: (if applicable) _____

Vendor Name and Address: Liberty International Trucks of New Hampshire, LLC
1400 S. Willow St., Manchester, NH 03103

Lessee: Town of Exeter

Signature

Russell Dean, Town Manager

Printed Name and Title

12/2/2019

Date

Schedule No. 12
EXHIBIT F

December 1, 2019

BANK QUALIFIED CERTIFICATE

RE: Master Lease Purchase Agreement dated as of October 1, 2011, between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and Schedule No. 12 thereto dated as of December 1, 2019.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Name: Russell Dean Title: Town Manager
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 12
EXHIBIT G

December 1, 2019

AGREEMENT TO PROVIDE INSURANCE

Lessee:

Name: Town of Exeter
Address: 10 Front Street
Exeter, New Hampshire 03833
Phone: 603-773-6109

Lessor/Certificate Holder:

Name: Tax-Exempt Leasing Corp., AQIA
Address: 203 E. Park Avenue
Libertyville, Illinois 60048
Phone: 847-247-0771

Description of Equipment: 20__ International HV507 Chassis with Dump Body, Plow and Equipment

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I authorize Tax-Exempt Leasing Corp. or its assigns to contact the insurance company shown below, in order to obtain the required proof of coverage. I further authorize the Agent/Company below to issue a Certificate noting Lessor's interest in the equipment and showing **Tax-Exempt Leasing Corp. and/or its assigns as additional insured and loss payee.**

Please e-mail to marlas@taxexemptleasing.com or fax to 847-247-0772

Insurance Company: Primex

Name of Agent: Carl Weber

Address: 46 Donovan St., Concord, NH 03301

Phone: 800-698-2364

Email: cweber@nhprimex.org

Policy #: 170

Lessee: Town of Exeter

Signature
Russell Dean, Town Manager

Printed Name and Title

Schedule No. 12
EXHIBIT H

December 1, 2019

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of October 1, 2011, between Tax-Exempt Leasing Corp. (Lessor) and Town of Exeter (Lessee) and Schedule No. 12 thereto dated as of December 1, 2019.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 12 thereto (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

Snow/Debris removal and plowing

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

Sewer Fund

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

The Sewer fund is an Enterprise fund that has a regular and budgeted source of revenues.

Lessee: Town of Exeter

Signature

Russell Dean, Town Manager

Printed Name and Title

**Schedule No. 12
Exhibit I**

**NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION**

Tax-Exempt Leasing Corp. ("Lessor") hereby gives notice to Town of Exeter ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated December 1, 2019, Schedule No. 12, as set out in Section 7.01 of said Master Lease Purchase Agreement, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Lessor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement, Schedule No. 12, requires five (5) annual payments in the amount of \$30,657.10 each. As of the date of assignment, five (5) payments remain on the contract. These payments have been assigned to:

*Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747*

FEIN: 23-1237295

(The above should be listed as lien holder on all vehicle titles)

All future payments, however, should be made payable to and forwarded to the following:

*Tax-Exempt Leasing Corp.
P.O. Box 14833
Reading, PA 19612*

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

Lessee: Town of Exeter

Lessor: Tax-Exempt Leasing Corp.

Signature

Russell Dean, Town Manager

Printed Name and Title

12/2/2019

Date

Signature

Mark M. Zaslavsky, President

Printed Name and Title

Date

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Exeter		2 Issuer's employer identification number (EIN) 02-6000268	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 10 Front Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Exeter, New Hampshire 03833		7 Date of issue 12/01/2019	
8 Name of issue International HV507 Chassis with Dump Body, Plow and Equipment		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Doreen Chester, Finance Director		10b Telephone number of officer or other employee shown on 10a 603-773-6109	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ► Public Works		18	\$145,490 00
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2023	\$ 145,490.00	\$	4 years	2.68 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded <input type="checkbox"/> years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded <input type="checkbox"/> years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) <input type="checkbox"/>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c Enter the EIN of the issuer of the master pool bond ▶ _____		
d Enter the name of the issuer of the master pool bond ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	_____ Date	▶ Russell Dean, Town Manager Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

Internal Escrow Letter

December 1, 2019

Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747

Re: Schedule No. 12 dated December 1, 2019 to Master Lease Purchase Agreement dated October 1, 2011 (the "Lease") by and between Town of Exeter ("Lessee") and Tax-Exempt Leasing Corp. ("Lessor"), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a 20__ International HV507 Chassis with Dump Body, Plow and Equipment (the "Equipment") in the amount of \$145,490.00 (the "Financed Amount"). Lessee hereby requests that Assignee retain \$145,490.00 (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

Lessee: Town of Exeter

Signature

Russell Dean, Town Manager

Printed Name and Title

Date



Town of Exeter
 Parks and Recreation Dept
 32 Court Street
 Exeter, NH 03833
mroy@exeternh.gov
 603-773-6151 fax 603-773-6152

Special One-Day Malt/Wine License Application

Name of Applicant and/or Organization Applying: Arts Industry Alliance / T.E.A.M.
 (To appear on license)

Full Address: 111 R Water Street Exeter NH 03833

Applicant's Cell Number: 603-395-0174 Organization Phone: 603-512-8396

Applicant's Email: smarston1229@yahoo.com Organization Email: TownExeterArtsMusic@gmail.com

Type of Event: Fundraiser (Exeter Scholarship fund) Admission Fee: Invite only/donations

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

Event Date: Dec. 3rd 2019 Hours of Event (to & from): 6:30-8:30 PM

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

Expected number of attendees: 60-75 Age Range of Attendees: 21+

TOWN OF EXETER LIABILITY DISCLAIMER FOR SPECIAL ONE-DAY LICENSES

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

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

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

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

Sharon Mauston
 Applicant's Signature

11/13/19
 Date

REQUIRED DOCUMENTATION TO SUBMIT WITH APPLICATION:


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

GUIDELINES:

- Application for Special One-Day License must be submitted no less than two weeks prior to event.
- Application must be submitted with the one day fee of: \$100
- Malt/wine may only be served at an open bar if a bona fide invitation is received by all attendees.
- Events can only be held on day and date approved on license. No refund is possible after a Special One-Day License has been issued if not used on date specified.
- Malt/wine must be delivered the day of the event and removed from the premises after the event, by the expiration of the Special One-Day License.
- Special One-Day Licenses can only be issued for events occurring between 11:00 a.m. - 11:00 p.m., Monday -Sunday.
- No person/organization shall be granted a special license more than five (5) times in a calendar year.
- License must be posted in the most conspicuous place at the location of event.
- DO NOT allow anyone to bring their own alcoholic beverages to your event.
- Control and properly police the area where the alcoholic beverages are being dispensed. Do not permit persons to carry their alcoholic beverages outside the approved area for consumption.
- ✳ Unless waived by the Police Chief in writing, a police detail is required, beginning ½ hour prior to guest arrival and continuing until all guests have left the premises. It is the applicant's responsibility to coordinate these details. The payment of the detail is the responsibility of the applicant at applicable rates.

For Official Use Only

Police Acknowledgement:

Police Chief Signature:  Date: 11-14-17

Security Concerns: DETAIL WAIVED

Select Board's Actions: (List date below)

Granted: _____ Rejected: _____

Restrictions/Conditions/Remarks: _____



New Hampshire Liquor Commission
Management Training Seminar

M.T.S.

Certificate of Attendance

Sharon Marston

Student Name

[Signature]

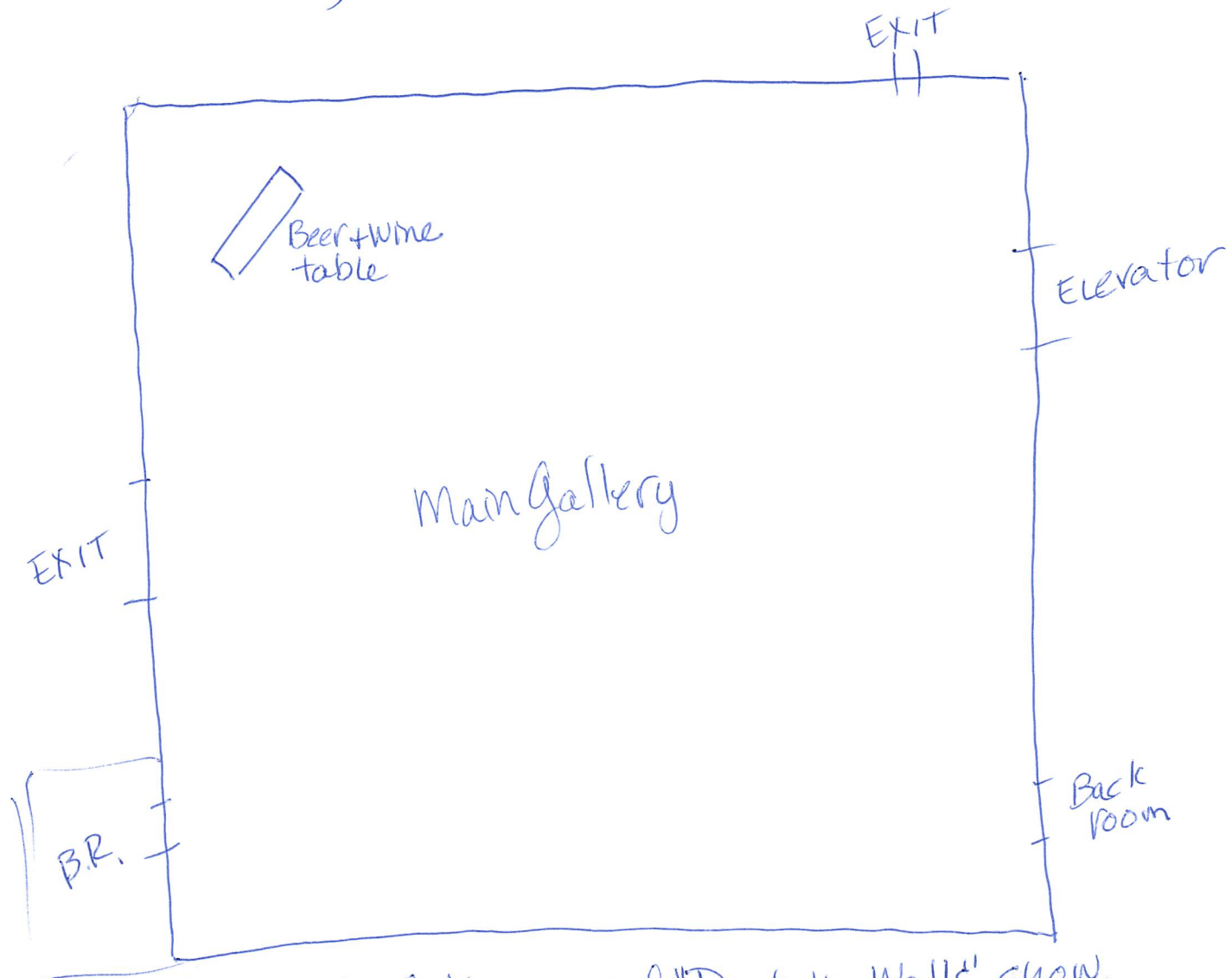
Instructor

5/1/19

Date

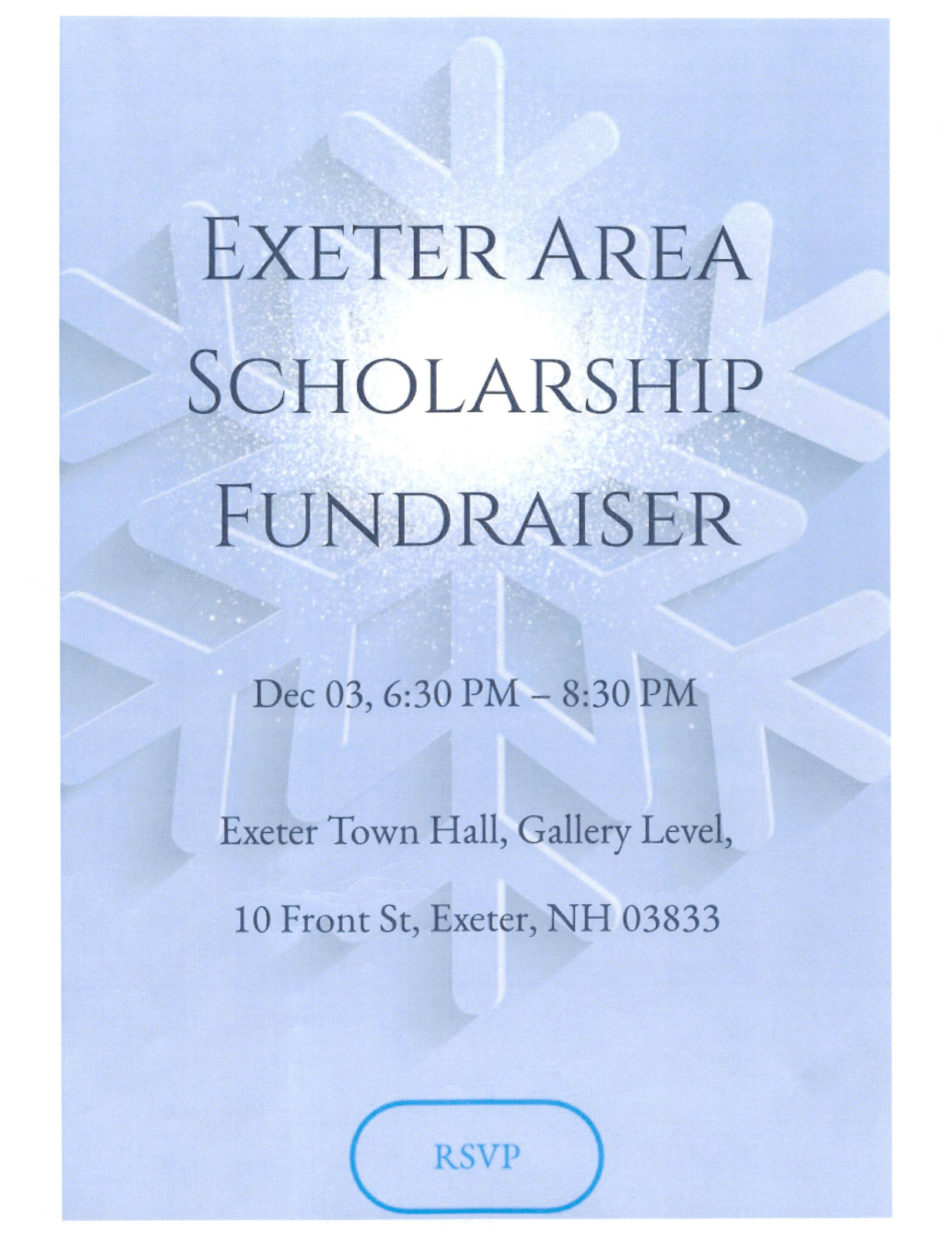
Annual Training Recommended

To: Town of Exeter
From: Arts Industry Alliance



As part of the annual "Deck the Walls" show,
Pertaining to the event on Dec. 3, 2019
in the upstairs gallery of the Town Hall

The alcohol service area will be in one
corner as shown above. Sharon Marston will
be serving the alcoholic beverages in cups.
Sharon has been trained and completed the
State liquor Commission management training
Seminar. She has been trained to check
Identification and monitor the area of
service.



EXETER AREA SCHOLARSHIP FUNDRAISER

Dec 03, 6:30 PM – 8:30 PM

Exeter Town Hall, Gallery Level,
10 Front St, Exeter, NH 03833

RSVP



State of New Hampshire Liquor Commission



ARTS INDUSTRY ALLIANCE
ARTS INDUSTRY ALLIANCE
EXETER TOWN HALL
9 FRONT ST
EXETER NH 03833

SPECIAL ONE DAY

ON-PREMISES BEVERAGE/WINE/LIQUOR

License No. **609141**

Effective Date: **12/03/2019** Expires: **12/03/2019**

SUPPLEMENTAL LICENSE: 6:30PM TO 8:30PM

This license is issued and is subject to the conditions prescribed in Title XIII of the revised statutes annotated and regulations enacted by the commission thereunder. This license is effective for the period specified above unless sooner revoked and is not transferable.

State Liquor Commission

Joseph W. Mollica, Chairman

Nicole Brassard Jordan, Dep Commissioner



TOWN OF EXETER

32 COURT STREET • EXETER, NH • 03833 • (603) 773-6151 • www.exeternh.gov

Special Event Application

The Town of Exeter requires licensing for all Special Events where the Select Board is the licensing authority.

Return all Special Event applications to Exeter Parks and Recreation, at 32 Court Street, Exeter NH.

For information or questions concerning the application call 603-773-6151 or email mroy@exeternh.gov.

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

Please Check <u>Type</u> of Event:						
<input type="checkbox"/> Special Event	<input type="checkbox"/> Road Race/ Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Fireworks			
Please Check <u>Location</u> Requested:						
<input checked="" type="checkbox"/> Town Hall	<input type="checkbox"/> Bandstand	<input type="checkbox"/> Art Gallery	<input type="checkbox"/> Swasey Parkway	<input type="checkbox"/> Senior Center	<input type="checkbox"/> Raynes Barn/Farm	<input type="checkbox"/> Parks/Recreation Property
<input type="checkbox"/> Town Hall Upstairs Back Rm	<input checked="" type="checkbox"/> Town Hall Small Front Green Rm		<input type="checkbox"/> Swasey Pavilion			Name Rec Property: _____

EVENT CONTACT INFORMATION

Organization Name: Exeter Parks and Recreation

Organization Address: 32 Court Street

Event Representative Name: Greg Bisson

Event Representative Title: Director Phone # (603) 773-6151

Day of Contact Name: Greg Bisson Day of Contact Phone # (603) 773-6151

EVENT DETAILS

Date of Event: February ~~March~~ 7-9th 2020

Start Time: 12 pm (7th) End Time: 12 pm (10th)

Name of Event: The Sweet ~~Heart's~~ Heart's Dance

Number of Anticipated Attendees (Including Volunteers and Staff): 300

Describe the Proposed Event: Starts on the 7th Family Dance

Blocking Off Road(s): Yes No If yes, which one(s) _____

Sign Board Use:

Plywood Large: Yes No Dates: _____

Poster Board: Yes No Dates: _____

A-Frame Use: Yes No Dates: _____

of Parking Spaces: N/A Locations: _____



Special Event Application Con't Page 2

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

- Food/Beverage/Concessions/Vendors/sales (inspection by Health Officer) Yes No
- Alcoholic Beverages Served Yes No
 - State Liquor Permit Received Yes No Date Rcvd: _____
 - Town Liquor Permit Approved Yes No Date Rcvd: _____
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance) Yes No
- Propane/Charcoal BBQ grills (inspection by Health Officer) Yes No
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector) Yes No
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire Department) Yes No
- Tents/canopies If so, list quantity and size Yes No # & Size _____
- Animals at the event. If so, describe Yes No _____
- Motorized Vehicles. If so, describe Yes No _____

Additional Documentation Needed To Complete/Attach to Permit Application

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

1. **Site Plan:** Please attach a drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).
2. **Security/Crowd Control Plan:** Describe how your plan to manage event goes while not surpassing the maximum seating capacity of indoor events or how you will secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.

N/A
 Limited number of tickets available

3. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.

N/A



Special Event Application Con't Page 3

4. Fire Emergency Plan: The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.

N/A

5. Ambulance/ Medical Service Plan: Detail the on-site emergency medical services and transportation plan.

N/A

6. Ticket Distribution Plan: Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

pre-sale and sales at the door

7. Sanitary Facilities Plan: A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.

Bathrooms located outside

8. Food Service Plan: A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. Please list what types of food will be served and where it will be served within the facility.

N/A

9. Special Duty Service Fees: The application fee does not include the cost of Fire or Police protection/detail, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

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



Special Event Application Con't Page 4

- After the Event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.
- A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.

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

GREG BISSON

Print Name

Greg Bisson

Applicant Signature

11/25/19

Date

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

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

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

GREG BISSON

Print Name

Greg Bisson

Applicant Signature

11/25/19

Date

FOR OFFICE USE ONLY

Cost For Event: \$ _____

Entered Into RecTrac: Yes No

Sent Invoice: Yes No

Received Insurance: Yes No

Signed Off By Each Department Head

Police Chief	DPW
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Health Inspector	Parks & Rec
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



TOWN OF EXETER

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Special Event Application

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Return all Special Event applications to Exeter Parks and Recreation, at 32 Court Street, Exeter NH.

For information or questions concerning the application call 603-773-6151 or email mroy@exeternh.gov.

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

Please Check <u>Type</u> of Event:						
<input type="checkbox"/> Special Event	<input type="checkbox"/> Road Race/ Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Fireworks			
Please Check <u>Location</u> Requested:						
<input type="checkbox"/> Town Hall	<input type="checkbox"/> Bandstand	<input type="checkbox"/> Art Gallery	<input checked="" type="checkbox"/> Swasey Parkway	<input type="checkbox"/> Senior Center	<input type="checkbox"/> Raynes Barn/Farm	<input type="checkbox"/> Parks/Recreation Property
<input type="checkbox"/> Town Hall Upstairs Back Rm	<input type="checkbox"/> Town Hall Small Front Green Rm		<input checked="" type="checkbox"/> Swasey Pavilion			Name Rec Property: _____

EVENT CONTACT INFORMATION

Organization Name: Exeter Parks and Recreation
Organization Address: 32 court street
Event Representative Name: Greg Bisson
Event Representative Title: Director Phone # (603) 773-6151
Day of Contact Name: Greg Bisson Day of Contact Phone # (603) 773-6151

EVENT DETAILS

Date of Event: April 11, 2020
Start Time: 8:30 am End Time: 12:00 pm
Name of Event: Easter Egg Hunt
Number of Anticipated Attendees (Including Volunteers and Staff): 800 - 1,000
Describe the Proposed Event: Easter event

Blocking Off Road(s): Yes No If yes, which one(s) Swasey Parkway

Sign Board Use:
Plywood Large: Yes No Dates: _____
Poster Board: Yes No Dates: _____
A-Frame Use: Yes No Dates: _____

of Parking Spaces: 0 Locations: _____



Special Event Application Con't Page 2

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

- Food/Beverage/Concessions/Vendors/sales (inspection by Health Officer) Yes No
- Alcoholic Beverages Served Yes No
 - State Liquor Permit Received Yes No Date Rcvd: _____
 - Town Liquor Permit Approved Yes No Date Rcvd: _____
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance) Yes No
- Propane/Charcoal BBQ grills (inspection by Health Officer) Yes No
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector) Yes No
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire Department) Yes No
- Tents/canopies If so, list quantity and size Yes No # & Size _____
- Animals at the event. If so, describe Yes No _____
- Motorized Vehicles. If so, describe Yes No _____

Additional Documentation Needed To Complete/Attach to Permit Application

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

1. **Site Plan:** Please attach a drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).
2. **Security/Crowd Control Plan:** Describe how your plan to manage event goes while not surpassing the maximum seating capacity of indoor events or how you will secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.

N/A

3. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.

N/A



Special Event Application Con't Page 3

4. Fire Emergency Plan: The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.

N/A

5. Ambulance/ Medical Service Plan: Detail the on-site emergency medical services and transportation plan.

N/A

6. Ticket Distribution Plan: Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

N/A

7. Sanitary Facilities Plan: A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.

1 portable toilet

8. Food Service Plan: A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. Please list what types of food will be served and where it will be served within the facility.

N/A

9. Special Duty Service Fees: The application fee does not include the cost of Fire or Police protection/detail, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

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



Special Event Application Con't Page 4

- After the Event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.
- A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.

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

GREG BISSON
 Print Name

Greg Bissou 11/25/17
 Applicant Signature Date

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

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

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GREG BISSON
 Print Name

Greg Bissou 11/25/17
 Applicant Signature Date

FOR OFFICE USE ONLY

Cost For Event: \$ _____

Entered Into RecTrac: Yes No

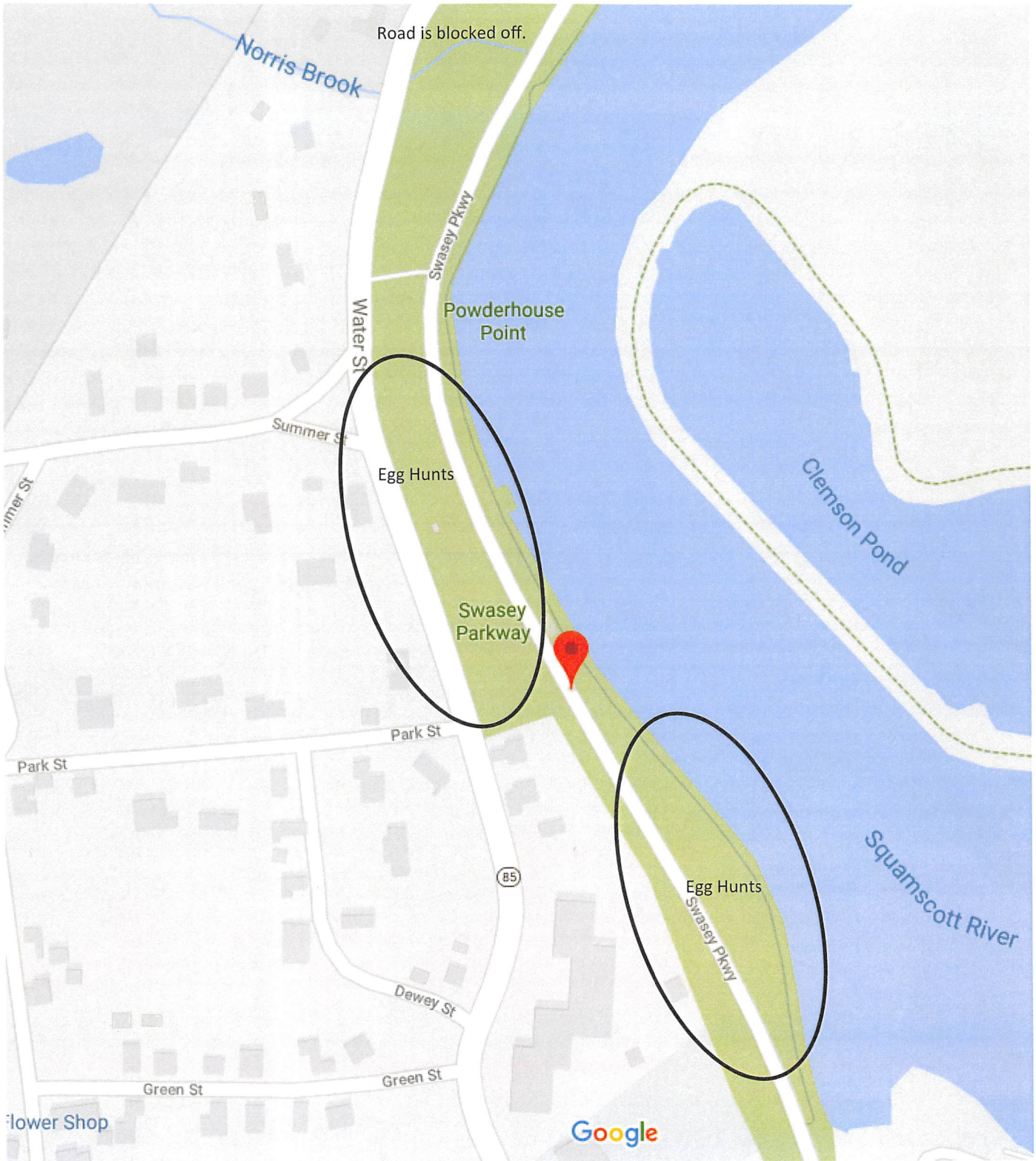
Sent Invoice: Yes No

Received Insurance: Yes No

Signed Off By Each Department Head

Police Chief	DPW
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Health Inspector	Parks & Rec
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Easter Egg Hunt





TOWN OF EXETER

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Special Event Application

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

Please Check <u>Type</u> of Event:						
<input type="checkbox"/> Special Event	<input type="checkbox"/> Road Race/ Bike Race	<input type="checkbox"/> Parade	<input checked="" type="checkbox"/> Fireworks			
Please Check <u>Location</u> Requested:						
<input type="checkbox"/> Town Hall	<input type="checkbox"/> Bandstand	<input type="checkbox"/> Art Gallery	<input checked="" type="checkbox"/> Swasey Parkway	<input type="checkbox"/> Senior Center	<input type="checkbox"/> Raynes Barn/Farm	<input type="checkbox"/> Parks/Recreation Property
<input type="checkbox"/> Town Hall Upstairs Back Rm	<input type="checkbox"/> Town Hall Small Front Green Rm		<input checked="" type="checkbox"/> Swasey Pavilion			Name Rec Property: _____

EVENT CONTACT INFORMATION

Organization Name: Exeter Parks and Recreation

Organization Address: 32 court street

Event Representative Name: Greg Bisson

Event Representative Title: Director Phone # (603) 773-6151

Day of Contact Name: Greg Bisson Day of Contact Phone # (603) 773-6151

EVENT DETAILS

Date of Event: July 11, 2020

Start Time: 5:30 pm End Time: 10:00 pm

Name of Event: Exeter Fire works

Number of Anticipated Attendees (Including Volunteers and Staff): 4,000

Describe the Proposed Event: Annual Fire works

Blocking Off Road(s): Yes No If yes, which one(s) Swasey Parkway

Sign Board Use:

Plywood Large: Yes No Dates: _____

Poster Board: Yes No Dates: _____

A-Frame Use: Yes No Dates: _____

of Parking Spaces: N/A Locations: _____



Special Event Application Con't Page 2

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

- Food/Beverage/Concessions/Vendors/sales (inspection by Health Officer) Yes No
- Alcoholic Beverages Served Yes No
- State Liquor Permit Received Yes No Date Rcvd: _____
- Town Liquor Permit Approved Yes No Date Rcvd: _____
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance) Yes No
- Propane/Charcoal BBQ grills (inspection by Health Officer) Yes No
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector) Yes No
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire Department) Yes No
- Tents/canopies If so, list quantity and size Yes No # & Size _____
- Animals at the event. If so, describe Yes No _____
- Motorized Vehicles. If so, describe Yes No _____

Additional Documentation Needed To Complete/Attach to Permit Application

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- Site Plan:** Please attach a drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).
- Security/Crowd Control Plan:** Describe how your plan to manage event goes while not surpassing the maximum seating capacity of indoor events or how you will secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.

Schedule detail officers with police and fire

- Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.

N/A no parking allowed on parkway



Special Event Application Con't Page 3

4. Fire Emergency Plan: The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.

N/A

5. Ambulance/ Medical Service Plan: Detail the on-site emergency medical services and transportation plan.

N/A

6. Ticket Distribution Plan: Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

N/A

7. Sanitary Facilities Plan: A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.

5 portable toilet facilities, and multiple trash cans

8. Food Service Plan: A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. Please list what types of food will be served and where it will be served within the facility.

N/A

9. Special Duty Service Fees: The application fee does not include the cost of Fire or Police protection/detail, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

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Special Event Application Con't Page 4

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GREG BISSON

Print Name

Greg Bisson

Applicant Signature

11/25/19

Date

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

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GREG BISSON

Print Name

Greg Bisson

Applicant Signature

11/25/19

Date

FOR OFFICE USE ONLY

Cost For Event: \$ _____

Signed Off By Each Department Head

Entered Into RecTrac: Yes No

Police Chief

DPW

Yes No

Yes No

Sent Invoice: Yes No

Health Inspector

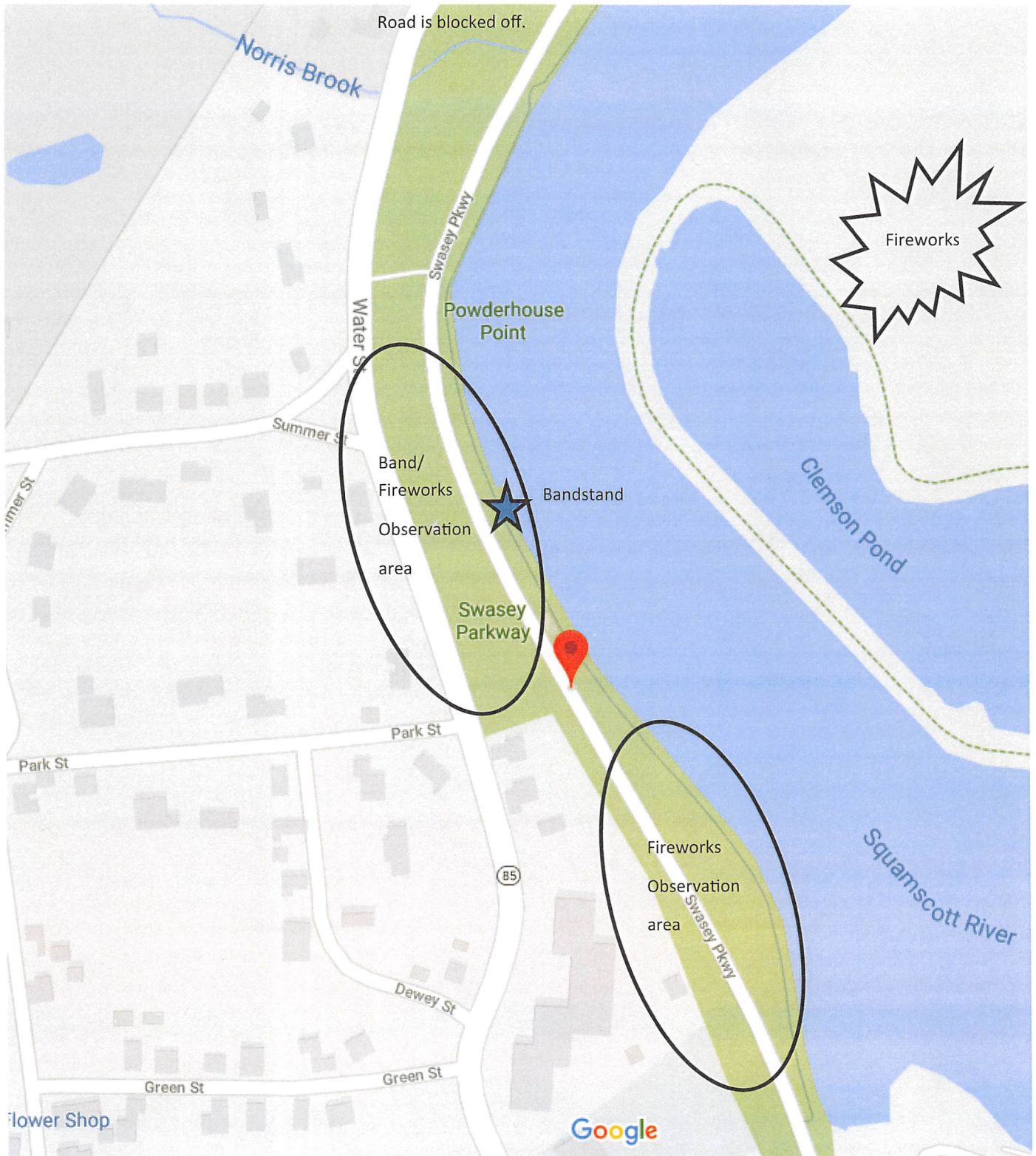
Parks & Rec

Received Insurance: Yes No

Yes No

Yes No

Fireworks Concerts



Attendees bring blankets to sit on. Nothing is set up. Band is on the bandstand.



TOWN OF EXETER

32 COURT STREET • EXETER, NH • 03833 • (603) 773-6151 • www.exeternh.gov

Special Event Application

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Return all Special Event applications to Exeter Parks and Recreation, at 32 Court Street, Exeter NH.

For information or questions concerning the application call 603-773-6151 or email mroy@exeternh.gov.

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

Please Check <u>Type</u> of Event:						
<input type="checkbox"/> Special Event	<input type="checkbox"/> Road Race/ Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Fireworks			
Please Check <u>Location</u> Requested:						
<input type="checkbox"/> Town Hall	<input type="checkbox"/> Bandstand	<input type="checkbox"/> Art Gallery	<input checked="" type="checkbox"/> Swasey Parkway	<input type="checkbox"/> Senior Center	<input type="checkbox"/> Raynes Barn/Farm	<input type="checkbox"/> Parks/Recreation Property
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EVENT CONTACT INFORMATION

Organization Name: Exeter Parks and Recreation

Organization Address: 32 court street

Event Representative Name: Greg Bisson

Event Representative Title: Director Phone # (603) 773-6151

Day of Contact Name: Greg Bisson Day of Contact Phone # (603) 773-6151

EVENT DETAILS

Date of Event: June 18 - August 20, 2020

Start Time: 5:30 pm End Time: 9pm

Name of Event: Summer concert Series

Number of Anticipated Attendees (Including Volunteers and Staff): 200+

Describe the Proposed Event: Summer concert series

Blocking Off Road(s): Yes No If yes, which one(s) Swasey parkway

Sign Board Use:

Plywood Large: Yes No Dates: _____

Poster Board: Yes No Dates: _____

A-Frame Use: Yes No Dates: _____

of Parking Spaces: 0 Locations: _____



Special Event Application Con't Page 2

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

- Food/Beverage/Concessions/Vendors/sales (inspection by Health Officer) Yes No
- Alcoholic Beverages Served Yes No
 - State Liquor Permit Received Yes No Date Rcvd: _____
 - Town Liquor Permit Approved Yes No Date Rcvd: _____
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance) Yes No
- Propane/Charcoal BBQ grills (inspection by Health Officer) Yes No
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector) Yes No
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire Department) Yes No
- Tents/canopies If so, list quantity and size Yes No # & Size _____
- Animals at the event. If so, describe Yes No _____
- Motorized Vehicles. If so, describe Yes No _____

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1. **Site Plan:** Please attach a drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).
2. **Security/Crowd Control Plan:** Describe how your plan to manage event goes while not surpassing the maximum seating capacity of indoor events or how you will secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.

N/A

3. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.

N/A



Special Event Application Con't Page 3

4. Fire Emergency Plan: The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.

N/A

5. Ambulance/ Medical Service Plan: Detail the on-site emergency medical services and transportation plan.

N/A

6. Ticket Distribution Plan: Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

N/A

7. Sanitary Facilities Plan: A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.

2 portable toilet facilities

8. Food Service Plan: A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. Please list what types of food will be served and where it will be served within the facility.

N/A

9. Special Duty Service Fees: The application fee does not include the cost of Fire or Police protection/detail, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

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Special Event Application Con't Page 4

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Greg Bissou
 Print Name
Greg Bissou 11/25/19
 Applicant Signature Date

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Greg Bissou
 Print Name
Greg Bissou 11/25/19
 Applicant Signature Date

FOR OFFICE USE ONLY

Cost For Event: \$ _____

Entered Into RecTrac: Yes No

Sent Invoice: Yes No

Received Insurance: Yes No

Signed Off By Each Department Head

Police Chief Yes No
 DPW Yes No

Health Inspector Yes No
 Parks & Rec Yes No

Summer Concerts



Attendees bring blankets to sit on. Nothing is set up. Band is on the bandstand.



TOWN OF EXETER

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

Please Check <u>Type</u> of Event:						
<input checked="" type="checkbox"/> Special Event	<input type="checkbox"/> Road Race/ Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Fireworks			
Please Check <u>Location</u> Requested:						
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EVENT CONTACT INFORMATION

Organization Name: Exeter Parks and Recreation
Organization Address: 32 Court Street
Event Representative Name: Greg Bisson
Event Representative Title: Director Phone # (603) 773-6151
Day of Contact Name: Greg Bisson Day of Contact Phone # (603) 773-6151

EVENT DETAILS

Date of Event: October 3, 2020
Start Time: 6:00am End Time: 7:pm
Name of Event: Powderkeg Beer and Chili Festival
Number of Anticipated Attendees (Including Volunteers and Staff): 4,500
Describe the Proposed Event: Powderkeg Beer and Chili Festival

Blocking Off Road(s): Yes No If yes, which one(s) Swasey Parkway

Sign Board Use:

Plywood Large: Yes No Dates: _____

Poster Board: Yes No Dates: _____

A-Frame Use: Yes No Dates: _____

of Parking Spaces: 0 Locations: _____



Special Event Application Con't Page 2

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

Food/Beverage/Concessions/Vendors/sales (inspection by Health Officer) Yes No

Alcoholic Beverages Served Yes No

State Liquor Permit Received Yes No Date Rcvd: TBD

Town Liquor Permit Approved Yes No Date Rcvd: TBD

Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance) Yes No

Propane/Charcoal BBQ grills (inspection by Health Officer) Yes No

Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector) Yes No

Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire Department) Yes No

Tents/canopies If so, list quantity and size Yes No # & Size 26 (#)

Animals at the event. If so, describe Yes No _____

Motorized Vehicles. If so, describe Yes No _____

Additional Documentation Needed To Complete/Attach to Permit Application

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- Security/Crowd Control Plan:** Describe how your plan to manage event goes while not surpassing the maximum seating capacity of indoor events or how you will secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.

60 tail officers, water barricade, Seacoast SWAT, fire detail

- Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.

Parking in Phillips Exeter Academy parking lot for vendors, designated parking at various lots downtown



Special Event Application Con't Page 3

4. Fire Emergency Plan: The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.

Fire detail

5. Ambulance/ Medical Service Plan: Detail the on-site emergency medical services and transportation plan.

N/A

6. Ticket Distribution Plan: Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

online sales and limited sales at the door

7. Sanitary Facilities Plan: A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.

65+ portable toilet facilities

8. Food Service Plan: A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. Please list what types of food will be served and where it will be served within the facility.

All food vendors to fill out appropriate paper work with health department

9. Special Duty Service Fees: The application fee does not include the cost of Fire or Police protection/detail, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

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Special Event Application Con't Page 4

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GREG BISSON

Print Name

Greg Bissou

Applicant Signature

11/25/19

Date

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GREG BISSON

Print Name

Greg Bissou

Applicant Signature

11/25/19

Date

FOR OFFICE USE ONLY

Cost For Event: \$ _____

Signed Off By Each Department Head

Entered Into RecTrac: Yes No

Police Chief

DPW

Yes No

Yes No

Sent Invoice: Yes No

Health Inspector

Parks & Rec

Yes No

Yes No

Received Insurance: Yes No



Premium Tent - Breads and Chili

By Booth Number

1 Shipyard/Sea Dog Brewing	13 North Country Hard Cider
2 Big Water Brewery	14 Kettlehead Brewing Company
3 Bad Labs Beer Co.	15 The Community Oven
4 The Holy Grail	16 Loaded Question Brewing
5 Sam Adams	17 Shane's Texas Pit
6 Cisco/Kona	18 Stark Brewing Co.
7 The Railpenny Tavern	19 Jack's Abby Craft Lagers
8 Deciduous Brewing Company	20 Long Blue Cat Brewing Co.
9 Cello's Italian Farmhouse	21 Ipswich Ale Brewery
10 Woodland Farms Brewery	22 Hobbs Tavern and Brewing
11 Thirsty Moose Taphouse	23 Stoneface Brewing Co.
12 Smuttynose Restaurant	24 Bent Water Brewing Company

Vote for your favorite chili by texting tent # to:
Peoples Choice: 202-798-8251 | Kids Choice: 931-650-3540
 1 vote per person. Voting closes at 3:15 and winners will be announced at 3:30 at the bandstand.

1

- Precision BMW Repair Tent**
- 61 Clown Shoes Beer
 - 62 Woodstock Inn Brewery
 - 63 Stowe Cider
 - 64 Lord Hobo
 - 65 Firestone Walker
 - 66 Funky Bow Brewing
 - 67 Fore River/Mast Landing/Modern Times
 - 68 Great North Ale Works
 - 69 Earth Eagle Brewing
 - 70 Lawson's Finest Liquids
 - 71 Schilling Beer Co.
 - 72 Oxbow/Honest Weight/Prairie Artisan Ales
 - 73 Banded Brewing Co.
 - 74 Exeter Brewing Co.
 - 75 Definitive Brewing
 - 76 Throwback Brewery
 - 77 Breakaway Beerworks
 - 78 Empty Pint
 - 79 Granite Roots Brewing

2

- NH Magazine Tent**
- 25 Great Rythm Brewing Co.
 - 26 Magic Hat/Pura Still
 - 27 Two Roads Brewing
 - 28 Moonlight Meadery
 - 29 New Hampshire Magazine
 - 30 Cabot Cheese
 - 31 Sierra Nevada Brewing Co.
 - 32 Pipe Dream Brewery
 - 33 Willie's Super Brew
 - 34 Collective Arts
 - 35 Bells Brewery
 - 36 14th Star Brewing
 - 37 Concord Craft Brewing Co.
 - 38 Rockingham Brewing Co.
 - 39 Chapel & Main
 - 40 Vermont Hard Cider
 - 41 Tributary Brewing Co.
 - 42 Tilton Brothers
 - 43 Candia Road Brewing
 - 44 Swift Current

3

- Hampton Inn and Suites Tent**
- 45 Berkshire Brewing
 - 46 Bantam Cider Co.
 - 47 Fool Proof
 - 48 Corner Point Brewing
 - 49 Champlain Orchards Cider
 - 50 Peak Organic Brewing Company
 - 51 Mighty Squirrel
 - 52 Granite State Growler Tours
 - 53 NOCA
 - 54 To Share Brewing
 - 55 603 Brewery
 - 56 Henniker Brewing Co.
 - 57 Tuckerman Brewing Co.
 - 58 Backyard Brewery
 - 59 Merchant Du Vin
 - 60 von Trapp Brewing
- Ciders, Meade and Seltzers Vendor/Sponsor



Thank Our Sponsors!

Event Underwriter



Media Sponsor



Beer Glass Sponsor



Volunteer Tent Sponsor



Chili Zone Sponsor



Chili Judge Sponsor



Beer Tent Sponsors



Water Bottle Sponsor



Rinsing Station Sponsor



Cheese Sponsor

Cabot Cheese

VIP Experience Raffle Sponsor

Kennebunk Savings Bank

Pretzel Sponsor

UTZ

Festival Friends

Ameriprise Financial/ Rob Martin
Amtrak Downeaster
Bayside Distributors

Cherry Tree Transportation, LLC
DTC Lawyers
ecm design

Envirovantage
Exeter Country Club
Petro Home Services

WELCOME TO THE

8TH ANNUAL

BEER & CHILI FESTIVAL

Presented by Exeter Parks & Recreation and Exeter Area Chamber of Commerce

Saturday, October 5, 2019
Swasey Parkway, Exeter, NH
11:00-4:00 p.m.
www.powderkegbeerfest.com



TOWN OF EXETER

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Please Check <u>Type</u> of Event:						
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EVENT CONTACT INFORMATION

Organization Name: Exeter Parks and Recreation

Organization Address: 32 Court Street

Event Representative Name: Greg Bisson

Event Representative Title: Director Phone # (603) 773-6151

Day of Contact Name: Greg Bisson Day of Contact Phone # (603) 773-6151

EVENT DETAILS

Date of Event: October 24, 2020

Start Time: 8:30 am End Time: 12:00 pm

Name of Event: Halloween Parade

Number of Anticipated Attendees (Including Volunteers and Staff): 800-1,000

Describe the Proposed Event: Halloween Parade

Blocking Off Road(s): Yes No If yes, which one(s) Swasey parkway

Sign Board Use:

Plywood Large: Yes No Dates: _____

Poster Board: Yes No Dates: _____

A-Frame Use: Yes No Dates: _____

of Parking Spaces: 0 Locations: _____



Special Event Application Con't Page 2

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

- Food/Beverage/Concessions/Vendors/sales (inspection by Health Officer) Yes No
- Alcoholic Beverages Served Yes No
 - State Liquor Permit Received Yes No Date Rcvd: _____
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- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance) Yes No
- Propane/Charcoal BBQ grills (inspection by Health Officer) Yes No
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- Tents/canopies If so, list quantity and size Yes No # & Size _____
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XXXX

3. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.

_____ Police will coordinate blocking Spring Street and
Tan Lane for parade



Special Event Application Con't Page 3

4. Fire Emergency Plan: The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.

N/A

5. Ambulance/ Medical Service Plan: Detail the on-site emergency medical services and transportation plan.

N/A

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N/A

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1 portable toilet facilities

8. Food Service Plan: A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. Please list what types of food will be served and where it will be served within the facility.

N/A

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Special Event Application Con't Page 4

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GREG BISSON
 Print Name

Greg Bissou 11/25/19
 Applicant Signature Date

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

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

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

GREG BISSON
 Print Name

Greg Bissou 11/25/19
 Applicant Signature Date

FOR OFFICE USE ONLY

Cost For Event: \$ _____

Signed Off By Each Department Head

Entered Into RecTrac: Yes No

Police Chief

DPW

Yes No

Yes No

Sent Invoice: Yes No

Health Inspector

Parks & Rec

Received Insurance: Yes No

Yes No

Yes No

Halloween Parade



Correspondence

JOIN US FOR OUR ANNUAL

Holiday Reception

WEDNESDAY, DECEMBER 11, 2019

4:30 pm - 6:30 pm

NOWAK ROOM, TOWN OFFICE BUILDING
10 FRONT STREET
EXETER, NH

In recognition and appreciation for your service to the Town of Exeter,
the Select Board and Town Manager invite you
to a celebration of the season.

Enjoy hor d'oeuvres, desserts and music among friends and colleagues.

RSVP to Pam McElroy
773-6102 or pmcelroy@exeternh.gov

Property Use Discussion
November 25, 2019

Swasey Parkway - November 20th meeting

- A single user should only be able to use the parkway once a month.
- Parkway Trustees would like to make sure that one Saturday a month the Parkway is closed to traffic and people can bike, skate or walk the parkway without cars.
- "Seasonal" should be taken out of the table and instead multiple events but not more than one each month considered.
- For-Profit should be separated as Resident and Nonresident and different fees applied
- Farmers Market should be specified as a user and a fee of \$1,200.

Other Permit Issues (Parks and Recreation):

- Town Hall: Many of the Political candidates have decided not to have their events in Town Hall due to the \$1,500 fee if Chairs, Tables and the Internet (hard wired) are not provided. We may be able to get these fees if we upgrade the chairs and have hardwired internet that we regulate.
- Swasey: Other fees need to be adjusted or examined. As mentioned, The for-profit fee for a one-day (\$250) event is cheaper than the nonprofit, nonresident one-day (\$300) event.
- Swasey: We need to be careful to adjust fees. After the last meeting, We received a few phone calls on fees for nonprofit using the parkway. If a for-profit gets a break, why are nonprofits paying full price?
- Verifying permits: Whose job is it to verify that permits have been pulled? Parks and Recreation is happy to process the permits but has no time to go out and look for those that violate the permit process. Who enforces that people have permits? What is the ramification of them not pulling a permit?
- Should these permits be free (Raffle, Block party, some towns have yard sale permits).
- Central location for permits: Even though we process the permits. It shouldn't be under the parks and recreation departments page. It should be it's a stand-alone page off the front page.
- Online Facility Calendar: Do we really need a calendar online? People should be calling us or emailing us on availability. This could be an easy inquiry form on the permit page. Having surveyed other communities around the country, All require everyone to call or email for availability (especially other departments in town).
- Backroom off the art gallery should not be available to rent. It is not ADA and the groups have been using emergency stairs to go back and forth. These stairs are dangerous and should only be used in emergencies.
- If the back room off the art gallery is no longer in use, the back of the stage should be cleaned. There is a group of users willing to come in and actually clean up the back of

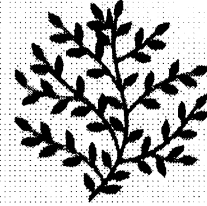
the stage area and paint it to freshen up the space to make it usable for their productions.

- **Setup/Break Down:** We only charge the group the day of the event. Do we charge them for set up and break down? Who monitors that these groups keep the spaces clean.
- **Performances** should not be allowed to book months at a time prior to their performances. They should only be allowed 2 weeks prior to their performance. Too much time has been booked that isn't actually being used. Other events have been denied due to conflicts.
- The keys to the town hall and Senior Center should be changed. Too many people have copies of keys and have allowed them access to unauthorized spaces.
- **Inspections;** Who's responsibility is it to monitor these groups on what they bring into space. These productions and events stress the safety compliance of the building.
- **Fully booking the building:** After speaking to Fire, The art gallery should not be booked at the same time as certain events create a fire hazards for the entire building.
- **Reviewing Cleaning Schedule:** As more groups use the space, Cleaning needs to be addressed by either hiring outside vendors or coordinating with facilities.

November 26, 2019

To: Town of Exeter Select Board

Re: Exeter's Right to a Healthy Climate Ordinance



Members of the Select Board,

This letter is in response to the questions we brought before the board during public comment on November 12, 2019. Having been told via email by town manager Russ Dean as well as Select Board Chair Kathy Corson that the 'Right to a Healthy Climate' ordinance had not been adopted, we appeared in order to request clarification. Exeter residents petitioned the Right to a Healthy Climate Ordinance according to NH RSA 39:3, Articles 1, 2, 4, 8, 10, and Article 32 of the New Hampshire Constitution's Bill of Rights. The voters, as Exeter's legislative body, enacted the Ordinance on March 12, 2019 as a binding law. Town counsel Walter Mitchell, when he appeared before the Board concerning this issue on May 20, 2019, affirmed that the ordinance was in effect whether the Board chose to sign it or not.

We encourage the Board and Town Manager to review the video of that meeting to refresh their memories of the decision making process and vote concerning whether to sign the Right to a Healthy Climate. The vote taken was whether to sign the ordinance to certify its passage. The vote had nothing to do with passage of the ordinance as that was endorsed by the voters on March 12th, 2019.

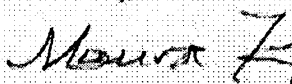
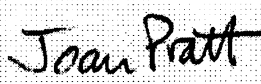
The 'Right to a Healthy Climate' Ordinance is not a land-use or regulatory law: It is a civil rights law. Therefore, all boards and commissions of the Town are subject to it. Everyone is legally responsible for following a civil rights law, whether they agree with it or not.

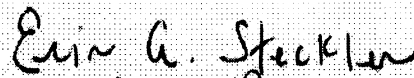
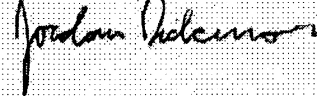
We request that the Town of Exeter post the 'Right to a Healthy Climate' ordinance on the town's website where all other town ordinances are listed: <https://www.exeternh.gov/bcc/town-ordinances>

The 'Right to a Healthy Climate' ordinance should be the standard with which all other town policies and procedures are expected to align. It is a higher law that recognizes, secures, and protects the civil rights of residents and the natural environments of Exeter to a healthy climate. We request that the Select Board communicate this expectation in writing to all boards and committees in town.

We hope that the Select Board understands its duty: to follow the directives of the Right to a Healthy Climate Ordinance. It is not appropriate to pick and choose which laws to enforce based on unfounded opinions, personal feelings, or unsettled legal advice. You, as elected officials, have the sacred responsibility to represent the residents that elected you and to uphold the laws of Exeter. This obligation extends to the provisions of the Right to a Healthy Climate Ordinance.

Sincerely,

 
Maurea Fay, Joan Pratt, Erin Steckler, Jordan Dickenson
Citizen Action for Exeter's Environment (CAEE)

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT

Rockingham Superior Court
Rockingham Cty Courthouse/PO Box 1258
Kingston NH 03848-1258

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
http://www.courts.state.nh.us

SUMMONS IN A CIVIL ACTION
TEMPORARY HEARING SCHEDULED



Case Name: Brent Tweed, et al v Town of Nottingham, et al
Case Numbers: 218-2019-CV-00398

Date Complaint Filed:

A Complaint has been filed against Donna Danis; Town of Nottingham in this Court. A Copy of the Complaint is attached.

This Court has scheduled the following: Temporary Hearing

Date: May 01, 2019 10 Route 125
Time: 9:00 AM Brentwood, NH 03833
Time Allotted: 15 Minutes Location: Courtroom 5 - Rockingham Superior

If more time is needed for this hearing, contact the Court immediately.

The Court ORDERS that ON OR BEFORE:

- April 26, 2019 G&F Goods, LLC; Brent Tweed shall have this Summons and the attached Complaint served upon Donna Danis; Town of Nottingham .
- May 01, 2019 G&F Goods, LLC; Brent Tweed shall electronically file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
- May 01, 2019 Donna Danis; Town of Nottingham shall electronically file an Appearance with this Court. A copy of the Appearance must be sent electronically to the party/parties listed below.
- 30 days after service Donna Danis; Town of Nottingham must electronically file an Answer or other responsive pleading with this Court. A copy of the Answer or other responsive pleading must be sent electronically to the party/parties listed below.

Notice to Donna Danis; Town of Nottingham: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

If you will need an interpreter or other accommodations for this hearing, please contact the court immediately. Please be advised (and/or advise clients, witnesses, and others) that it is a Class B felony to carry a firearm or other deadly weapon as defined in RSA 625.11, V in a courtroom or area used by a court.

Send copies to:

Richard J. Lehmann, ESQ

Lehmann Law Office PLLC 835 Hanover St Ste 301 Manchester NH 03104

DATE: March 27, 2019 TIME: 10:00 AM/PM
LOCATION: Nottingham
SERVICE: IN HAND

BY ORDER OF THE COURT
Maureen F. O'Neil
Clerk of Court

(504)

DEPUTY SHERIFF
ROCKINGHAM COUNTY SHERIFFS DEPT.

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

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Rockingham Cty Courthouse/PO Box 1258
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Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

NOTICE TO DEFENDANT

Case Name: Brent Tweed, et al v Town of Nottingham, et al
Case Number: 218-2019-CV-00398

You have been served with a Complaint which serves as notice that this legal action has been filed against you in the **Rockingham Superior Court**. Review the Complaint to see the basis for the claim.

Each Defendant is required to electronically file an Appearance with the court by **May 01, 2019**. In addition, you are required to file an Answer or responsive pleading 30 days after service. You may register and respond on any private or public computer. For your convenience, there is also a computer available in the courthouse lobby.

If you are working with an attorney, they will guide you on the next steps. If you are going to represent yourself in this action, go to the court's website: www.courts.state.nh.us, select the Electronic Services icon and then select the option for a self-represented party.

1. Complete the registration/log in process. Click Register and follow the prompts.
2. After you register, click Start Now. Select **Rockingham Superior Court** as the location.
3. Select "I am filing into an existing case". Enter **218-2019-CV-00398** and click Next.
4. When you find the case, click on the link and follow the instructions on the screen. On the "What would you like to file?" screen, select "File a Response to Civil Complaint". Follow the instructions to complete your filing.
5. Review your Response before submitting it to the court.

IMPORTANT: After receiving your response and other filings the court will send notifications and court orders electronically to the email address you provide.

A person who is filing or defending against a Civil Action will want to be familiar with the Rules of the Superior Court. This information is also available on the court's website: www.courts.state.nh.us.

Once you have registered and responded to the Complaint, you can access documents electronically filed by going to <https://odypa.nhecourt.us/portal> and following the instructions in the User Guide. In that process you will register, validate your email, request access and approval to view your case. After your information is validated by the court, you will be able to view case information and documents filed in your case.

If you have questions regarding this process, please contact the court at 1-855-212-1234.

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT
218-2019-CV-00398

Brent Tweed
23 Fort Hill Road
Nottingham, New Hampshire 03290

and

G&F Goods, LLC
23 Fort Hill Road
Nottingham, New Hampshire 03290

v.

The Town of Nottingham
P.O. Box 114
139 Stage Road
Nottingham, New Hampshire 03290

and

Donna Danis
Chair, Nottingham Board of Selectmen
P.O. Box 114
139 Stage Road
Nottingham, New Hampshire 03290

COMPLAINT

I. Introduction And Statement of Interest

1. At its 2019 town meeting, the Town of Nottingham adopted an ordinance entitled "Freedom From Chemical Trespass Rights-Based Ordinance." See Attached Exhibit #1. The ordinance creates a civil penalty in the amount of \$1000.00 "per day of violation." The ordinance also purports to make violators liable for damage, "measured by the cost of restoring the ecosystem or natural community to its state before the injury...."

2. The ordinance is not drafted in a manner that clearly identifies what actions create liability. However, the ordinance does identify five "statements of law," which purport to characterize certain rights held by residents of the Town and also separate rights purportedly held by "ecosystems and natural communities." The ordinance is also unclear as to what form the enforcement of this ordinance would take.

3. Brent Tweed is an individual who resides in the Town of Nottingham. G&F Goods, LLC, is a Delaware limited liability company registered to do business in New Hampshire. The sole shareholder of G&F stock is the plaintiff Brent Tweed.

4. Given the overbroad and vague legal standards, the failure to adhere to established law concerning the role and limits placed on political subdivisions, the potential for abuse, and the potential for a fine in the amount of \$1000.00 per day, as well as liability "for any injury to an ecosystem or natural community," G&F Good's ability to conduct day-to-day activities of the small business is chilled by the existence of an ordinance that threatens substantial penalties.

5. Brent Tweed, as an individual taxpayer of the taxing district, has a right to have the business of government conducted in an orderly manner and not to have his tax money spent on enforcement of an *ultra vires* and unconstitutional ordinance. Accordingly, the plaintiff asks this Court to: (a) declare the ordinance unconstitutional; (b) contrary to New Hampshire law and (c) unenforceable.

6. The plaintiff also asks the Court to issue a temporary and permanent injunction against the Town of Nottingham barring the Town from taking any enforcement action, and to award the plaintiff reasonable attorney's fees based on the substantial public benefit conferred by this action.

II. Parties:

7. The plaintiff Brent Tweed is an individual and a taxpayer with an address of 23 Fort Hill Road, Nottingham, New Hampshire, 03290.

8. The plaintiff G&F Goods, LLC, is a business entity registered to do business in the State of New Hampshire, with an address of 23 Fort Hill Road, Nottingham, New Hampshire, 03290.

9. The defendant Town of Nottingham is a body corporate and politic, with a principal place of business

10. The defendant Donna Danis is the chair of the Board of Selectmen of the Town of Nottingham. The Nottingham Town Office is located at 139 Stage Road, Nottingham, New Hampshire, 03290. The business mailing address for the Town of Nottingham is P.O. Box 114, Nottingham, New Hampshire. Ms. Danis is sued in her official capacity.

III. Jurisdiction and Venue

11. This Court has jurisdiction over the plaintiffs' state law claims pursuant to Part I, Article 8 of the New Hampshire Constitution, RSA 491:7 and RSA 491:22.

12. Venue is proper in Rockingham County as it is the individual plaintiffs' county of residence, the county in which the plaintiff business entity is located, and the county in which the Town of Nottingham is located.

13. This Court has jurisdiction over the plaintiffs' federal constitutional claims pursuant to 42 U.S.C. §1983.

IV. The Ordinance

14. The ordinance contains four parts, a preamble and three numbered sections, each of which is addressed in turn.

A. The Preamble

15. The preamble starts by reciting two paragraphs inspired by the Declaration of Independence, which are edited for gender neutrality and to eliminate reference to God. The third paragraph asserts the view that the right of self-government is, "natural, fundamental, and unalienable," along with the assertion that the right of self-government is secured to us by the United States Constitution and the Constitution of the State of New Hampshire. Thus far, the preamble simply restates general principles which are, in the main, uncontroversial.

16. In preamble paragraph four, the ordinance asserts a right of the people of the Town of Nottingham to "to alter or replace" a system of local government as long as "the new system" does not "infringe other rights protected for us by state or federal law." As set forth below, this assertion of a municipal right to legislate in any manner that does not infringe upon other protected rights runs afoul of well-established state law.

17. Preamble paragraph five is a "legislative determination" that "chemical trespass" is detrimental to "our rights, health, safety, and welfare." This paragraph also identifies causes for this harm as "corporate activities," which are specified only as, "the physical deposition or disturbance of toxic wastes, including petroleum refining wastes, coal combustion wastes, sewage sludge, heavy metals, chemical residue from manufacturing processes, mining residuals, radioactive wastes, or any other waste that poses a present or potential hazards to human health or ecosystems...."

18. Paragraphs six and seven of the preamble are a statement of revolutionary intent and an acknowledgement that the ordinance violates existing law. Those paragraphs read:

As we are purportedly constrained by state and federal law, which courts interpret to require us to accept such harmful corporate activity, we the people of Nottingham are unable

under our current system of local government to secure our rights by banning said activity.

Therefore, we deem it necessary to alter our system of local government, and we do so by adopting this Freedom of Chemical Trespass Rights-based Ordinance.

19. While the preamble to the ordinance seeks to cloak itself in the revolutionary spirit by borrowing the words of Thomas Jefferson, the ordinance is in fact a more familiar, pedestrian, and repeatedly rejected, attempt to introduce home rule by means of a vote on an *ultra vires* town ordinance.

B. Section 1 - Statements of Law

20. Following the preamble, the ordinance contains five assertions, each of which purports to be a "statement of law." None of these "statements of law," however, accurately states the law of the State of New Hampshire and none of these "statements of law" are consistent with, or fit within, the governmental structure of our state.

1. Statement of Law (a): Right to Self-Government.

21. The ordinance asserts that, "[a]ll residents of Nottingham possess a right of self-government, which includes...the right to a system of local government founded on the consent of the people of the municipality." This is incorrect as a matter of law. The residents of Nottingham possess a right of self-government as citizens of the State of New Hampshire. As such they have the right to participate in the election of our governor, and executive councilor, a state senator and members of the New Hampshire House of Representatives. They also have the right to choose among the various forms of town government available to them under state law. It is the State of New Hampshire that is the wellspring of these rights, not the Town of Nottingham.

2. Statement of Law (b): Right To A Healthy Climate.

22. The second "statement of law" is fashioned as a broad-but-undefined assertion of the existence of a right to "a climate system capable of sustaining human societies." This "statement of law" then states that it "includes" (but presumably is not limited to) "the right to be free from all corporate activities" that "infringe on that right...." (Emphasis added). The ordinance then contains a partial, but incomplete, list of undefined items, some of which may include within their definitions various forms of pollution as activities that presumably would violate the ordinance.

3. Statement of Law (c): Right To Clean Air, Water, And Soil.

23. The third "statement of law," just like the second, is fashioned as a broad-but-undefined assertion of the existence of a right to "clean air, water and soil." Like the second statement, this third "statement of law" states that it "includes" (but presumably is not limited to) "the right to be free from all corporate activities that release toxic contaminants into the air, water, and soil." (Emphasis added). The ordinance then specifies "chemical trespass resulting from the physical deposition or disturbance of toxic wastes" as one activity that presumably would violate the ordinance.

4. Statement of Law (d): Rights Of Ecosystems And Natural Communities.

24. The fourth "statement of law" purports to give legal rights to non-person entities. It states that broad-but-undefined "ecosystems and natural communities," possess the "right to naturally exist, flourish, regenerate, evolve, and be restored...." Under the ordinance, this right includes (but presumably is not limited to) "the right to be free from all corporate activities" (emphasis added) that threaten these rights, including (but presumably not limited to) chemical trespass resulting from the physical deposition or disturbance of toxic wastes.

5. Statement of Law (e): Right to Protection from Governmental and Corporate Interference.

25. The fifth, and final, "statement of law" purports to establish a right held by all residents of Nottingham to enforce this ordinance "free from interference of corporations, other business entities, and governments." It is unclear whether this provision is intended to preclude corporations, other business entities and governments from mounting a defense to an action brought against them in court, or whether it merely seeks to upend the political structure of the state and country by asserting the town's supremacy over New Hampshire and the United States of America.

26. This "statement of law" also seeks to establish something it identifies as "ceiling preemption," a term unknown in New Hampshire law. In the context of the statute it appears that "ceiling preemption" represents a belief by the Town that the ordinance merely "expands rights," and that this expansion of rights has no corresponding reduction on the rights of others. As set forth below, long-established and well-understood New Hampshire law defining state preemption prevents the Town from engaging in "ceiling preemption" in the field of environmental law and regulation.

C. Section 2 – Enforcement

27. Subsections (a) and (b) of Section 2 of the ordinance establish the penalties and damages for violation. Subsection (a) states that a business entity or government that willfully violates any provision of the ordinance shall be subject to a civil penalty in an amount of \$1000 per day of violation and subsection (b) states that a business entity or government is liable for damages for any injury to "an ecosystem of natural community" for damages. Damages are to be measured by the cost of restoring the "ecosystem or natural community" to its state before the injury. The ordinance has no upper limit on the damages for which a business or government entity may be

responsible under the ordinance. The ordinance has no provision for holding individuals responsible for prohibited acts.

28. Subsection (c) establishes the novel concept that “ecosystems and natural communities” within Nottingham may enforce or defend this ordinance through an action brought in the name of the ecosystem or natural community as the real party in interest.” The ordinance does not provide any standard by which a court may determine what actions constitute injury or what are the interests of the “ecosystem or natural community” or who decides among potentially competing interests held by the same “ecosystem or natural community,” which of the competing interests will prevail.

29. Subsection (d) purports to establish a right for any resident “to enforce or defend” the ordinance “through an action brought in the resident’s name.” Further, this section purports to give any resident the “right to intervene in any action concerning this ordinance in order to enforce or defend it.”

30. Subsection (e) states that if the Town fails to enforce or defend the ordinance, or if a court “fails to uphold this law or purports to declare it unlawful, the law shall not be affected.” The ordinance then states that regardless of municipal inaction or judicial declaration or construction of the law, “any resident may then enforce the rights and prohibitions of the law through non-violent direct action.”

31. “Direct action” is defined as “any non-violent activities or actions carried out to directly enforce the rights and prohibitions contained within this law.” (Emphasis added). Finally, section (e) concludes with what purports to be a command to the judicial branch, which reads, “If an action is filed in violation of this provision the applicable court must dismiss the action promptly, without further filing being required of direct-action participants.” (Emphasis added).

V. Claims For Relief

32. The ordinance is contrary to United States and New Hampshire constitutional, statutory, and common law in at least four different and distinct ways, each of which would entitle the plaintiffs to relief. First, the ordinance purports to regulate conduct beyond that approved by the legislature and is therefore *ultra vires*. Second, the ordinance purports to regulate a field in which state law has already spoken and therefore is preempted by state law. Third, the ordinance is unconstitutional because it is both overbroad and void for vagueness and violates the First, Fifth and Fourteenth Amendments. Fourth, the ordinance expressly violates the New Hampshire Constitution in that it violates the separation of powers doctrine.

A. Declaratory Judgment

33. For the reasons set forth below, the plaintiffs are entitled to a declaratory judgment in which this Court declares that the provision of the ordinance are unconstitutional, violate New Hampshire statutory law, and are therefore unenforceable.

1. The Plaintiffs' Have Standing To Pursue These Claims.

34. In 2018, New Hampshire voters approved the following Amendment to N.H. Const. Part I, Art.8:

The public also has a right to an orderly, lawful, and accountable government. Therefore, any individual taxpayer eligible to vote in the State, shall have standing to petition the Superior Court to declare whether the State or political subdivision in which the taxpayer resides has spent, or has approved spending, public funds in violation of a law, ordinance, or constitutional provision.

The ordinance authorizes the Town to expend public funds enforcing the ordinance. Accordingly, the plaintiffs have standing to pursue a declaratory judgment in this court under the doctrine of taxpayer standing.

35. Further, pursuant to RSA 491:22:

the taxpayers of a taxing district in this state shall be deemed to have an equitable right and interest in the preservation of an orderly and lawful government within such district; therefore any taxpayer in the jurisdiction of the taxing district shall have standing to petition for relief under this section when it is alleged that the taxing district or any agency or authority thereof has engaged, or proposes to engage, in conduct that is unlawful or unauthorized, and in such a case the taxpayer shall not have to demonstrate that his or her personal rights were impaired or prejudiced.

The plaintiffs thus have standing under the additional statutory ground as set forth in RSA 491:22.

36. Finally, The plaintiff G&S Goods, LLC, is a limited liability corporation engaged in business of buying and selling recreational equipment. As such, the ordinance subjects G&S Goods, LLC to fines of up to \$1000 per day.

2. The Town Lacks Statutory Or Other Authority To Adopt The Ordinance And The Ordinance Is Thus *Ultra Vires*

37. All preceding and following paragraphs are hereby restated and incorporated herein by reference.

38. Pursuant to RSA 31:39, towns such as Nottingham have limited authority to adopt ordinances and bylaws. The ordinance exceeds the authority granted to the municipality by statute, as RSA 31:39 contains no provision authorizing the Town to engage in widespread environmental regulation. The legislature has:

plenary power over municipalities [that is] limited only by provisions of our State Constitution which grants municipalities only the right to control the form of their local government as enacted in their charters. N.H. Const. pt.1, art. 39.... Otherwise the legislature may grant, withhold, or withdraw local control as it sees fit.

Seabrook Citizens for Defense of Home Rule v. Yankee Greyhound Racing, Inc., 123 N.H. 103, 108 (1983)(quoting *Region 10 Client Mgt., Inc. v. Town of Hampstead*, 120 N.H. 885, 888 (1980)). Stated otherwise, "[t]owns are merely subdivisions of the State and have only

such powers as are expressly or impliedly granted to them by the legislature." *Hooksett v. Baines*, 148 N.H. 625, 628 (2002)(quoting *Public Serv. Co. v. Town of Hampton*, 120 N.H. 68, 71 (1980).

39. Further, the Town has no authority to authorize independent enforcement action by individual citizens. RSA 31:39-c reads:

Any town may establish, by ordinance adopted by the legislative body, a system for the administrative enforcement of violations of any municipal code, ordinance, bylaw, or regulation and for the collection of penalties, to be used prior to the service of a formal summons and complaint. Such a system may be administered by a police department or other municipal agency.

Thus, to the extent that the ordinance purports to authorize individual residents to enforce the provisions of the ordinance, the ordinance adopts an enforcement mechanism that impermissibly extends beyond the legislatively-authorized methods and should be declared contrary to New Hampshire law and unenforceable.

40. New Hampshire law contains no provision allowing Towns to enact ordinances which would allow "ecosystems and natural communities" to be treated as parties to a lawsuit. To the extent that the ordinance purports to permit "ecosystems and natural communities" to be treated as parties to a lawsuit, the ordinance should be declared to be contrary to New Hampshire law and unenforceable.

41. The ordinance includes a provision allowing for damages that exceeds the maximum penalty. RSA 31:30, III establishes the maximum penalty for violation at \$1000 per violation. To the extent that the ordinance purports to allow for money damages to "be paid to the Town of Nottingham to be used exclusively for the full and complete restoration of the ecosystem or natural community," the ordinance impermissibly increases the maximum penalty authorized by statute, and should be declared to be contrary to New Hampshire law and unenforceable.

42. The ordinance purports to create "ceiling preemption," a doctrine unknown to New Hampshire law. Even if the doctrine was known to New Hampshire law, the legislature has not authorized towns to incorporate the concept in the regulation of the environment at the municipal level. Accordingly, this part of the ordinance should be declared to be contrary to New Hampshire law and unenforceable.

3. The Town Is Precluded From Regulating The Subject Matter Of The Ordinance By The Doctrine Of Preemption.

43. All preceding and following paragraphs are hereby restated and incorporated herein by reference.

44. It is well settled that towns cannot regulate a field that has been preempted by the State. *Town of Salisbury v. New England Power Co.*, 121 N.H. 983, 985 (1981). "The preemption doctrine flows from the principle that municipal legislation is invalid if it is repugnant to, or inconsistent with, State law." *Casico v. City of Manchester*, 142 N.H. 312, 315 (1997). Thus, preemption will occur when local legislation either expressly contradicts a statute or otherwise runs counter to the legislative intent underlying a statutory scheme.

45. That the State has created a comprehensive statutory scheme governing environmental regulation can hardly be disputed. Pursuant to RSA 21-O, the state has established the Department of Environmental Services. RSA 21-O:1, states that, "the department of environmental services, through its officials, shall be responsible for the following general functions; (a) water pollution control; (b) water supply protection; (c) regulation of waste disposal generally, and as it affects water quality; (d) maintenance of state owned dams; (e) inspection of dams; (f) flood control; and (g) air pollution control.

46. Each of these areas, and well as other subject matters ancillary to these areas of authority, are governed by a state-wide, detailed scheme of statutes and administrative rules that govern environmental protection in New Hampshire. Under this statutory scheme, the duty of enforcement ultimately rests with the Office of the Attorney General, Bureau of Environmental Protection, created by RSA 7:8-a.

47. The ordinance proposes different, vague, and overbroad standards that are contrary to the state-created scheme of environmental protection. For example, the ordinance repeatedly purports to prohibit "all corporate activities" (emphasis added) that: (a) "infringe" the right to a "healthy climate"; (b) "release toxic contaminants into the air, water, and soil,"; or (c) "threaten" the "rights of ecosystems and natural communities". To the extent that these provisions purport to ban all such activity, the ordinance is contrary to state law, is preempted, and must be declared invalid.

4. The Ordinance Is Unconstitutionally Overbroad and Void For Vagueness.

48. All preceding and following paragraphs are hereby restated and incorporated herein by reference.

49. A statute can be impermissibly vague for either of two independent reasons: (1) it fails to provide people of ordinary intelligence a reasonable opportunity to understand what conduct it prohibits; or (2) it authorizes or even encourages arbitrary and discriminatory enforcement." *State v. Gatchell*, 150 N.H. 642, 643 (2004).

50. The structure and plain language of the ordinance causes the ordinance to fail both of these tests. The ordinance completely fails its obligation to define the rights and responsibilities of Nottingham residents. Rather than seeking to define the line between permissible and impermissible conduct, the ordinance merely creates a non-exhaustive list of some of the actions which constitute a violation. Indeed, each of the

operative provisions contain sentences which use the word "include" twice in identifying some, but clearly not all, of the illegal conduct.

51. For example, statement of law (b) states that Nottingham residents have a "right to a climate system capable of sustaining human societies, which shall include the right to be free from all corporate activities that infringe on that right, including chemical trespass...." The language of the ordinance strongly suggests that the use of the word "including" is non-exhaustive, meaning there is unenumerated conduct outside of the laundry list of "included" activities which also causes liability to attach. However, a reasonable person reading the ordinance would have no idea what that conduct might consist of.

52. By its express terms, the ordinance does not define a level of activity at which liability attaches, nor does it describe specific actions which cause liability to attach. For example, the ordinance does not identify an activity or a level of "deposition" or "chemical trespass" which renders a "climate system" incapable of "sustaining human societies."

53. Likewise, the ordinance does not identify an activity or a level of "release of toxic contaminants" or "chemical trespass" that would render air, water or soil "unclean" and thus violative of the ordinance.

54. The ordinance does not identify a level or degree of "corporate activities" or "chemical trespass" that would infringe the rights of "ecosystems and natural communities" to "exist, flourish, regenerate, evolve and be restored." Indeed, the ordinance does not even define "ecosystems and natural communities."

55. An ordinary person reading the ordinance would have no idea what activities could bring him or her, or a corporation on whose behalf he or she acts, within the purview of the ordinance. It is well established that operating a motor vehicle

releases some "toxic contaminants" into the air. If a person drives a motor vehicle in the town, while acting as an agent of a corporate entity, then that person likely acts in violation of the ordinance and could be required to pay a \$1000 fine for each day that he or she operates the motor vehicle.

56. This is but one example of an activity protected by state law that this ordinance could be construed to ban. As such, the ordinance is unconstitutionally vague on its face and must be declared unconstitutional.

57. Further, when an ordinance bans so much protected activity, it is also subject to arbitrary and discriminatory enforcement. The ordinance provides no standards by which to assess which activities violate the ordinance.

58. The ordinance is also overbroad and must be declared unconstitutional. "A statute is void for overbreadth if it attempts to control conduct by means which invade areas of protected freedom." *State v. MacElman*, 154 N.H. 304, 309 (2006)(quoting *State v. Pike*, 128 N.H. 447, 450-51 (1986)).

59. The purpose of the overbreadth doctrine is to protect persons who, although their speech or conduct is constitutionally protected, may well refrain from exercising their rights for fear of criminal sanctions by a statute susceptible of application to protected expression." *Id.* A municipal ordinance can be overbroad if it has this same chilling effect on state created rights.

60. The ordinance is overbroad for the same reasons set forth above addressing issues related to pre-emption, and those paragraphs are expressly incorporated herein by reference.

5. The Ordinance Violates the First And Fourteenth Amendments

61. All preceding and following paragraphs are hereby restated and incorporated herein by reference.

62. The First Amendment to the United States Constitution provides that no law shall abridge the "right of the people ... to petition the Government for a redress of grievances." U.S. Const. Amend. I.

63. The First Amendment is made applicable to the states by the Fourteenth Amendment.

64. The ordinance purports to divest corporations and other business entities of their constitutional right to petition the government for redress of grievances in that it strips corporations of: (a) their status as "persons" under the law; (b) their power to assert that state or federal laws preempt the ordinance; and (c) their power to assert that the Town of Nottingham lack the authority to adopt the ordinance.

65. Thus, the ordinance suppresses the plaintiff's right to make a complaint to, or seek the assistance of, the government for redress of grievances related to the ordinance.

6. The Ordinance Violates The Fourteenth Amendment's Equal Protection Clause.

66. All preceding and following paragraphs are hereby restated and incorporated herein by reference.

67. The Fourteenth Amendment to the United States Constitution provides that no state shall "deny to any person within its jurisdiction the equal protection of the law." U.S. Const. amend. XIV, §1.

68. The ordinance denies the plaintiffs equal protection because it arbitrarily restricts the activities of corporate persons while imposing no similar restriction on similar activities undertaken by natural persons or unincorporated associations.

69. Arbitrary and irrational discrimination violates the Equal Protection Clause. See, *Bankers Life and Casualty Company v. Crenshaw*, 468 U.S. 71 (1988).

70. The distinction in the ordinance between corporate entities and natural persons bears no reasonable relationship to the apparent intent of the ordinance. Assuming that the purpose of the ordinance is to prevent pollution and despoliation of natural resources, drawing a distinction between natural persons and corporate entities, each of whom may commit the damage to the environment, is completely irrational.

71. Further, to the extent that the ordinance seeks to establish "ecosystems" and "natural communities" as jural persons, there is no rational basis to conclude that these entities would have an interest in having their "right to naturally exist, flourish, regenerate, evolve, and be restored" impaired by corporate entities, but would somehow accept the same treatment if performed by natural persons.

72. Imposing this type of liability on corporations alone, to the exclusion of natural persons or unincorporated associations, bears no rational relationship to any legitimate governmental interest. Instead, the ordinance's exclusion restriction on the activities of business entities is unreasonable, arbitrary, and capricious.

7. The Ordinance Violates The Takings Clause Of The Fifth And Fourteenth Amendments To The United States Constitution.

73. All preceding and following paragraphs are hereby restated and incorporated herein by reference.

74. The Fifth Amendment to the United States Constitution, as made applicable to the states by the Fourteenth Amendment, prohibits the government from taking private property for public use without just compensation.

75. Regulation that deprive a property owner of all beneficial use of his or her property requires compensation under the Takings Clause.

76. The striking breadth of the conduct prohibited by the ordinance constitutes a taking that deprives private property owners of beneficial use of their land to such an extent that the ordinance constitutes a taking.

77. The ordinance contains no provision that allows for compensation to be paid based on taking of property.

78. Further, the ordinance includes "ecosystems" and "natural communities," which necessarily include privately held land, as jural persons capable of litigating in court against the owner of the land. Governmental creation of a right of property to litigate against its owner amounts to a Fifth Amendment taking.

8. The Ordinance Violates Part I, Article 37 of the New Hampshire Constitution.

79. All preceding and following paragraphs are hereby restated and incorporated herein by reference.

80. Part I, Article 37 of the New Hampshire Constitution reads as follows:

Separation of Powers. In the government of this State, the three essential powers thereof, to wit, the Legislative, Executive, and Judicial, ought to be kept as separate from, and independent of, each other, as the nature of a free government will admit, or as is consistent with that chain of connection that binds the whole fabric of the Constitution in one indissoluble bond of union and amity.

81. The separation of powers doctrine is "violated when one branch usurps an essential power of another." *Petition of Mone*, 143 N.H. 128, 134 (1998).

82. The essential power and core function of the judicial branch of government is to decide cases coming before it.

83. The ordinance states that if "a court fails to uphold this law or purports to declare it unlawful, the law shall not be affected...."

84. This bold assertion, if permitted to remain in place, would assert the right of the Town and its people to ignore rulings of this court. Further, the ordinance purports to grant "[a]ny resident, and any ecosystem or natural community, ...the right to intervene in any action concerning" the ordinance.

85. The legislative body for the Town of Nottingham – the town meeting – has no authority to deprive, reduce, or in any way affect the rulings of this Court.

86. Further, the Town of Nottingham has no authority to pass a rule granting a right of intervention in cases being heard in the judicial branch. Intervention in superior court cases is permitted pursuant to Superior Court Rule 15. The Town has no authority to alter, amend, or ignore the Superior Court Rules.

B. Temporary And Permanent Injunction.

87. All preceding and following paragraphs are hereby restated and incorporated herein by reference.

88. In addition to the relief requested above, and for the reasons set forth above, the plaintiff also asks this court to impose a temporary and permanent injunction barring the Town of Nottingham from taking any action to enforce the ordinance.

VI. Request For Attorney's Fees

89. The plaintiffs ask this Court to award reasonable attorney's fees under the substantial public benefit doctrine. Enforcement of this unconstitutional and illegal ordinance has the potential to harm all residents of the Town of Nottingham. Accordingly, if successful, the plaintiff's effort to have the ordinance declared unconstitutional, illegal, and invalid benefits all members of the Town of Nottingham community.

WHEREFORE, the plaintiffs respectfully ask that this Honorable Court:

- A. Issue a declaration that the ordinance is invalid for the reasons set forth in this Complaint; and
- B. Issue a temporary and permanent restraining order barring the Town of Nottingham from taking any enforcement action against any resident of the Town of Nottingham and any business entity located there; and
- C. Order the defendants to pay reasonable attorney's fees; and
- D. Grant such other relief as may be just and proper.

Respectfully Submitted

BRENT TWEED
and
G&F Goods, LLC

By their attorneys,
Lehmann Law Office, PLLC

March 27, 2019

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EXHIBIT #1

FREEDOM FROM CHEMICAL TRESPASS RIGHTS-BASED ORDINANCE

ESTABLISHING A COMMUNITY RIGHTS-BASED ORDINANCE FOR NOTTINGHAM, NH, THAT PROHIBITS ACTIVITIES AND PROJECTS THAT WOULD VIOLATE RIGHTS SECURED BY THE ORDINANCE

Preamble

We hold these truths to be self-evident, that all people are created equal, that they naturally are endowed with certain unalienable rights, that among these are life, liberty, and the pursuit of happiness. That to secure these rights, the people institute governments, which derive their just powers from the consent of the governed.

Further, that whenever any form of government becomes destructive of these ends, it is the right of the people to alter or abolish it, and to institute new government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their safety and happiness.

This right of self-government, as stated in the Declaration of Independence, is natural, fundamental, and unalienable. It is also secured to us by the United States Constitution and the Constitution of the State of New Hampshire.

Pursuant to that right of self-government, if our current system of local government infringes our rights, we, the people of Nottingham, have the right to alter or replace that system with one that secures and protects our rights, as long as the new system does not infringe other rights protected for us by state or federal law.

It is our legislative determination that chemical trespass resulting from the following corporate activities, namely the physical deposition or disturbance of toxic wastes, including petroleum refining wastes, coal combustion wastes, sewage sludge, heavy metals, chemical residue from manufacturing processes, mining residuals, radioactive wastes, or any other waste that poses a present or potential hazard to human health or ecosystems, is detrimental to our rights, health, safety, and welfare.

As we are purportedly constrained by state and federal law, which courts interpret to require us to accept such harmful corporate activity, we the people of Nottingham are unable under our current system of local government to secure our rights by banning said activity.

Therefore, we deem it necessary to alter our system of local government, and we do so by adopting this Freedom from Chemical Trespass Rights-based Ordinance.

Section 1 – Statements of Law

(a) Right of Self-Government. All residents of Nottingham possess a right of self-government, which includes, but is not limited to, the following rights: first, the right to a system of local government founded on the consent of the people of the municipality; second, the right to a system of local government that secures their rights; and third, the right to alter any system of local government that lacks consent of the people or fails to secure and protect the people's rights, health, safety, and welfare.

Any action to annul, amend, alter, or overturn this Ordinance shall be prohibited unless such action is approved by a prior Town vote at which a majority of the residents of the Town voting approve such action.

(b) Right to a Healthy Climate. All residents of Nottingham possess a right to a climate system capable of sustaining human societies, which shall include the right to be free from all corporate activities that infringe that right, including chemical trespass resulting from the physical deposition or disturbance of toxic wastes, which, for purposes of this ordinance, includes petroleum refining wastes, coal combustion wastes, sewage sludge, heavy metals, chemical residue from manufacturing processes, mining residuals, radioactive wastes, or any other waste that poses a present or potential hazard to human health or ecosystems.

(c) Right to Clean Air, Water, and Soil. All residents of Nottingham possess the right to clean air, water, and soil, which shall include the right to be free from all corporate activities that release toxic contaminants into the air, water, and soil, including chemical trespass resulting from the physical deposition or disturbance of toxic wastes.

(d) Rights of Ecosystems and Natural Communities. Ecosystems and natural communities within Nottingham possess the right to naturally exist, flourish, regenerate, evolve, and be restored, which shall include the right to be free from all corporate activities that threaten these rights, including chemical trespass resulting from the physical deposition or disturbance of toxic wastes.

(e) Right to Protection from Governmental and Corporate Interference. All residents of Nottingham and the Town of Nottingham possess the right to enforce this Ordinance free of interference from corporations, other business entities, and governments. That right shall include the right of residents to be free from ceiling preemption, because this Ordinance expands rights and legal protections for people and nature above those provided by less-protective state, federal, or international law.

Section 2 – Enforcement

(a) Any business entity or government that willfully violates any provision of this Ordinance shall be subject to a civil penalty in an amount of \$1,000 per day of violation.

(b) Any business entity or government that willfully violates any provision of this Ordinance also shall be liable for any injury to an ecosystem or natural community caused by the violation. Damages shall be measured by the cost of restoring the ecosystem or natural community to its state before the injury, and shall be paid to the Town of Nottingham to be used exclusively for the full and complete restoration of the ecosystem or natural community.

(c) Ecosystems and natural communities within Nottingham may enforce or defend this Ordinance through an action brought in the name of the ecosystem or natural community as the real party in interest.

(d) Any resident of Nottingham may enforce or defend this Ordinance through an action brought in the resident's name. Any resident, and any ecosystem or natural community, also shall have the right to intervene in any action concerning this Ordinance in order to enforce or defend it, and in such an

action, the Town of Nottingham shall not be deemed to adequately represent their particularized interests.

(e) If the Town of Nottingham fails to enforce or defend this law, or a court fails to uphold this law or purports to declare it unlawful, the law shall not be affected, and any resident may then enforce the rights and prohibitions of the law through non-violent direct action. If enforcement through non-violent direct action is commenced, this law shall prohibit any private or public actor from filing a civil or criminal action against those participating in such non-violent direct action. If an action is filed in violation of this provision, the applicable court must dismiss the action promptly, without further filings being required of direct-action participants. "Direct action" as used by this provision shall mean any non-violent activities or actions carried out to directly enforce the rights and prohibitions contained within this law.

Section 3 – State and Federal Constitutional Changes

Through the adoption of this Ordinance, the people of Nottingham call for amendment of the New Hampshire Constitution and the federal Constitution to recognize expressly a right of local self-government free from governmental restriction, ceiling preemption, or nullification by corporate "rights."

ENACTED AND ORDAINED this ____ day of _____, 20____, by the Town of Nottingham, in Rockingham County, New Hampshire.

By:

Signature _____ Print _____

Signature _____ Print _____

Signature _____ Print _____

Signature _____ Print _____

Signature _____ Print _____

Attest: _____