

Select Board Meeting
Monday, June 7th, 2021, 6:30 p.m.
Via Zoom

Virtual Meetings can be watched on Channel 22 and on Exeter TV's Facebook and YouTube pages.

To access the meeting, click this link: <https://exeternh.zoom.us/j/83989151787>

To access the meeting via telephone, call +1 646 558 8656 and enter Webinar 839 8915 1787

Please join the meeting with your full name if you want to speak.

Use the "Raise Hand" button to alert the Chair you wish to speak. On the phone, press *9.

More access instruction found here: <https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at extvg@exeternh.gov or 603-418-6425 with any technical issues.

AGENDA

1. Call Meeting to Order
2. Non Public Session – 91 a 3 2 c
3. Public Comment
4. Proclamations/Recognitions
 - a. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: May 24th, 2021
6. Appointments – Housing Advisory Committee
7. Discussion/Action Items
 - a. COVID 19 Updates
 - b. 44 River Street – Public Hearing Restoration of Involuntarily Merged Lot
 - c. First Reading – Animal Control Ordinance Amendment
 - d. Classification Plan Amendment – Assistant Town Manager/HR Director
 - e. Drought Update – Jennifer Perry, DPW Director
 - f. Surface Water Treatment Plant Lagoon Cleaning – Jennifer Perry, DPW Director
 - g. Bond Resolutions – FY21 Bond Sale Salem Street Project, Lagoon Cleaning
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

Niko Papakonstantis, Chair
Select Board

Posted: 6/4/21 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

**Select Board Meeting
Monday May 24, 2021
6:45 PM
Remotely via Zoom
Draft Minutes**

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Lovey Roundtree Oliff, Daryl Browne, Niko Papakonstantis, and Town Manager Russ Dean were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:30 PM.

Mr. Papakonstantis read a statement:

As Chair of the Select Board, I find that due to the State of Emergency declared by the Governor as a result of the COVID-19 pandemic and in accordance with the Governor's Emergency Order #12 this public body is authorized to meet electronically.

Public notice of this meeting was posted on the town website and on the bulletin board of the town offices at 10 Front Street. As provided in that public notice, the public may access the meeting online and via phone. The usual rules of conduct and decorum will apply.

Please note that all votes taken during this meeting shall be done by roll call vote. Let's start the meeting by taking a roll call attendance. When each member states their presence, please also state whether there is anyone in the room with you during this meeting and who that person is (son, daughter, spouse, etc...), which is required under the Right-to-Know law.

2. Board Interviews

- a. Kathy Corson was interviewed for the Housing Advisory Committee.

3. Public Comment

- a. Darius Thompson of 15 Drinkwater Road said with the recent rise in vaccination levels, he would like to know when town committees can meet in person. Mr. Papakonstantis said there's still an emergency order from the Governor that allows for virtual meetings. They'd all like to be back live in the Nowak Room, but they're trying to figure out how to make them accessible to the public and those members not comfortable attending. Mr. Thompson said he would like to see a hybrid model for meetings going forward.

4. Proclamations/Recognitions

- a. Mr. Papakonstantis read the Arbor Day proclamation:
*Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
Whereas, Arbor Day is now observed throughout the nation and the world, and*

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now therefore, I, Niko Papakonstantis, the Chair of the Select Board of the Town of Exeter, do hereby proclaim the 3 of June, 2021 as Arbor Day in the town of Exeter, and I urge all citizens to celebrate Arbor Day by supporting efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Mr. Papakonstantis thanked the Memorial Day Committee for planning this year's parade, which will take place Monday May 31st.

5. Approval of Minutes

a. Regular Meeting: May 10, 2021

MOTION: Ms. Gilman moved to approve the minutes of May 10, 2021 as presented. Ms. Oliff seconded. In a roll call vote, all were in favor.

6. Appointments

a. There were no appointments at this meeting.

7. Discussion/Action Items

a. COVID 19 Updates

Fire Chief Eric Wilking said this week has seen another reduction in positive cases in the State, an average of 112 cases per day, and dropping to 90 towards the weekend. Exeter is averaging about 1 resident positive per day. Exeter is the only community of size with fewer than 1,000 total residents who tested positive. The fixed vaccination site is still running, and will serve anyone 12 years and older. The number of people taking advantage of this has dropped off, suggesting that almost everyone who wants to be vaccinated has been vaccinated. In the six New England states, 70% of people have had one dose, and almost 50% have had two doses. The fixed site should remain open through the end of May for first dose Pfizer and Moderna, and in June second dose only, along with the one shot J&J. They don't want people to start the series in June and then close the site before their second dose. Chief Pizon and James Murray are coordinating with the SAU; Exeter will be a regional school vaccination site for students ages 12 - 17. The first dose will be on June 6, the second June 27. This will be by appointment only.

Ms. Cowan asked if the vaccine is always free, and Chief Wilking said yes, whether at a pharmacy or the fixed site, the cost to the recipient is zero.

James Murray said he and Chief Pizon completed a Covid clinic at the FD, and nine individuals were vaccinated. He asked businesses to reach out if they're interested in a Covid clinic at their place of business.

b. Mask Mandate Discussion

Mr. Papakonstantis said the mask ordinance is set to expire May 29. The new CDC guidelines, which the NH DHHS has adopted, render much of the current ordinance no longer applicable. They received a lot of feedback from the public via email, including some that came in after the packet was put together; all correspondence was read and considered by the Board, and will be included in the next packet.

Mr. Murray said he recommends moving away from the ordinance and having a mask recommendation for the town. Current guidance says masks should be worn only indoors in specific circumstances. In light of that recommendation, the high vaccination rates, the low cases in Exeter, and the fact that other towns are letting their mask mandates expire, he thinks it would be in the best interest of the community to let Exeter's expire as well. Masks should still be used where appropriate, indoors when the vaccination status of people is unknown. He presented a draft mask recommendation advisory. The vaccine is now the best defense against Covid. If it's the will of the Board to keep the ordinance, he has an updated version that removes "outdoors" and makes it so any business that wants to opt out could; removes the penalties and fees; and is revisited every 31 days rather than 61.

Ms. Gilman said she likes the paragraph about no shaming. She asked residents to be respectful. Mr. Murray said they'd also respect any business's decision whether to participate or not.

Darren Winham said he talked to some businesses and surveyed all 900+; he received about 100 responses. 90% of those want to see the mask ordinance go away and have the decision rest with the individual business.

Ms. Cowan said she feels comfortable going with an advisory. With the new CDC guidelines and what they know about outdoor transmission, not wearing masks outside seems safe. What concerns her is that her two children are not old enough to get vaccinated, so she will continue to wear a mask. She thinks they can leave the decisions to their businesses and trust that the community will respect those decisions.

Ms. Gilman said that given the CDC guidelines and the numbers, she thinks they could rescind the ordinance rather than just let it run out, and post the advisory on the website along with a note encouraging vaccinations.

Mr. Papakonstantis said he's also inclined to let it lapse or rescind it. The mask ordinance was needed at the time, but things are getting better. He opened the discussion to the public.

Shawn Roussin discussed the current mask mandate and the small chance of getting or dying from Covid if vaccinated. He is not patronizing businesses that require a mask. He asked the Board not to extend the mask mandate, and suggested that they make it optional.

Darius Thompson of 15 Drinkwater Road said the mask mandate was necessary during the pandemic, but now he thinks the data suggests they can let it expire and have it be a recommendation only.

Robin Tyner of 9 Mill Stream Road said that seeing masks on kids and in schools concerns her. It's contrary to many health organization's recommendations. Masks cause mental, emotional, and physical issues in kids, and they aren't even at risk for Covid. She doesn't think masks do anything anyway. We now have 70% of people vaccinated. Anyone pushing vaccination should present the risks as well.

Kathleen Wikstrom of 7 Caron Circle said she hopes that they get rid of the mask mandate today rather than letting it expire. It sounds like there's a consensus among the public.

Ann Sorber of 5 Dolloff Farm Drive said she also hopes the mask mandate can be ended immediately. She appreciates the no-shaming comments, as her son has been yelled at downtown for not wearing a mask. Regarding vaccinations, all of the vaccines are still under trials, so we don't know any long term effects, especially for children. The vaccinations don't prevent getting Covid, only reduce the symptoms. It seems dangerous for the Select Board to encourage people to get vaccines.

Sally Ward of 72 Park Street said she thinks wearing a mask is a matter of personal choice. She doesn't want people to shame her for continuing to wear a mask. There's nothing wrong with the Select Board encouraging people to get vaccinated. Epidemiologists agree that vaccinations are what's ending the Covid epidemic.

Reverend Heidi Heath said she is uncomfortable with some language that felt like threats, for example of lawsuits, in public comment tonight. She hopes they can continue the discussion in the community without this rhetoric.

MOTION: Ms. Oliff moved to approve the recommendation given by James Murray, the Health Officer, to rescind the mask mandate, effective immediately. Ms. Cowan seconded. In a roll call vote, all were in favor.

c. Exeter Police Stakeholders Committee Report

Anne Surman, the Chair of the EPSC, as well as members Katie Adams, Alexis Simpson, and Darius Thompson, gave a presentation on the Committee and its goals. The goals were to develop, strengthen, and sustain partnerships, provide effective police services, develop personnel, prevent crime, and enhance infrastructure, and they discussed the ways they had addressed those goals.

Chief Stephan Poulin gave a presentation on the two surveys they conducted, one internal and one external. There was no significant disparity between the results. 25 employees and 345 residents responded. The public was overwhelmingly supportive of the direction management is taking the organization. 94.9% of people said they are satisfied with the job they're doing. One comment they heard was they would like more traffic enforcement, and the Department is going to look for grants for enforcement and education.

Mr. Browne said he would like to acknowledge that domestic violence is more of a priority than traffic violations.

Mr. Papakonstantis asked Chief Poulin about next steps. Chief Poulin said the committee has met its five goals, and he and the Deputy Chief will come up with a strategic plan. He suggested they leave the committee open through April 2022, and have meetings as issues come up. Mr. Papakonstantis suggested scheduling quarterly meetings but checking in with the Chief about the schedule. Ms. Surman said agreed, saying she wouldn't want to end the conduit that the committee has become.

d. Raynes Barn LCHIP Grant Application

Kristin Murphy, the Natural Resources Planner, gave a presentation on Raynes Farm, a town-owned property with a 100 foot barn, the largest remaining barn in Exeter. They are looking to make this a site for the public to enjoy as a conservation center. They are required by the deed to keep it in active agriculture, so they have a local farmer make hay, which also keeps them from having to mow it. She discussed several recent events at the site. The use of this property has the potential to sustain the repair needs going forward, but the condition of the barn is not conducive to events. They received a grant in 2005 for major structural repairs, but it only partially covered the cost of repairing the foundation and the sills. The flooring also needs work. A previous grant application in 2018 did not go through because the approval committee wanted to hear more of the vision and public interest in the property, but she thinks that they have a stronger application now. They are looking for \$242,000 for repairs with a 50% minimum match from the town, so they'll be seeking a town warrant contingent on award of the grant. She's meeting with DPW to see if there are any repairs they can do in-house. She will also be asking the Conservation Commission whether they can use Conservation Funds for the project. She's requesting endorsement from the Select Board for the application at this stage.

Sally Ward of 72 Park Street, the outgoing Chair of the Raynes Farm Stewardship committee, said the support of the Select Board would be impactful in the application. They also have the support of the Facilities Committee.

Bill Campbell of the Conservation Committee spoke in favor of the application. They would know in December whether they get the grant, so they can pull it from the warrant.

MOTION: Ms. Gilman moved to endorse the Conservation Commission's Application to submit an LCHIP grant to assist with the remaining repairs at Raynes Farm. Ms. Cowan seconded. In a roll call vote, all were in favor.

e. Classification Plan Amendment

Mr. Papakonstantis discussed the proposal to create an Assistant Town Manager/HR Director. This position would provide a high level of support to the Town Manager and Select Board, and create a clear succession plan for the Town Manager position if needed. The job of Town Manager has expanded to the point where one person cannot take on all of the tasks. With the pending retirement of the Human Resources Director, they have an opportunity to reorganize. They have an Assistant HR person who does many of the day to day tasks. There would not be any additional funding required, and there could be a cost savings by keeping the succession plan internal.

Mr. Dean said this is not uncommon in the area; Dover, Rochester, and Portsmouth have similar positions. Police, Fire, and Public Works all have an Assistant Chief or Acting Director.

Mr. Browne and Ms. Gilman said this is a good idea.

Darius Thompson said they shouldn't create a new position without giving the voters a chance to weigh in on this issue. This proposal creates a conflict of interest by combining a management and human resources role. The total cost of a position is more than the salary, it's the benefits as well. Mr. Papakonstantis said this sort of position is more common than not in municipalities of this size. The Town Manager reports to the Select Board; this Assistant Town Manager would be a Department head who would report to the Town Manager. Under the RSA 37, the Town Manager has the ability to bring forward such a proposal to the Select Board. It's very common to have Departments restructure to create succession, such as Police and DPW.

Anne Surman said this is a big step, and they should have more input from the public about it. Hampton created an Assistant Town Manager position for a few years but then determined that they didn't need the position. They could have someone else designated to step in, rather than create a new position. Human Resources is a big job and gets second billing in this position.

Ms. Gilman said she thinks it's a good idea but wants to hear more public input. Mr. Papakonstantis suggested putting it on the agenda for the next meeting.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to accept a Yield Tax for 28/20 in the amount of \$374.79. Ms. Cowan seconded. In a roll call vote, all were in favor.

Ms. Gilman said they have two requests to remove interest from past due taxes. It falls under a non-public exemption, as it involves someone asking for a waiver.

91A:3II(c) talks about harm to reputation. She would like to move these decisions to the next meeting for a non-public session.

b. Permits & Approvals

- i. Greg Bisson, Parks and Rec Director, discussed the fireworks proposed for July 10th with American Thunder Fireworks of North Reading MA.

MOTION: Ms. Oliff moved to allow the Parks and Rec Department to proceed with the Fireworks display with American Thunder Fireworks of North Reading MA on July 10th from 7 - 9 PM. Mr. Browne seconded. In a roll call vote, all were in favor.

- ii. Mr. Bisson said Parks and Rec is looking to offer two movies this year in Swasey Parkway. They haven't yet decided on the titles.

MOTION: Ms. Cowan moved to allow the Parks and Rec to promote movie night on June 18, 2021 and August 27, 2021. Ms. Gilman seconded. In a roll call vote, all were in favor.

- iii. Mr. Bisson recommended opening town buildings to rentals. The Kiwanis Club had submitted a permit for the UFO Festival, but decided to withdraw from using the Town Hall. Ms. Gilman asked if they should also shift to approving the permits just by Parks and Rec. Mr. Papakonstantis agreed, suggesting they should bring permits to the Board only when they feel it's appropriate. Mr. Bisson said in the past, they've only brought events to the Board when it's a permit for a Parks and Rec event.

MOTION: Ms. Gilman moved to return the permitting process for renting town property back to Parks and Rec as previously. Mr. Browne seconded. In a roll call vote, all were in favor.

Mr. Bisson said in opening town buildings, they would be increasing cleaning, and the cost (\$80 - 100) would likely be turned over to the renter. Mr. Dean suggested using money from the maintenance budget. Ms. Cowan said she would like to explore getting the money from the American Recovery Project money. She wouldn't want to pass it on to renters. Mr. Papakonstantis asked that this issue be tabled pending more information about funding.

- iv. Mr. Bisson discussed masks at the Rec Summer Camp. They're proposing to have the kids not wear masks when outdoors in their cohorts. If parents don't feel comfortable they can offer a full refund, but he feels it may attract more campers. Primex is fully supportive.

c. Town Manager's Report

- i. They submitted three projects to the ARPA program: the Webster Pump Station, Police body cameras, and an Epping Road widening project.
- ii. June 21 is the start date for the Network Administrator.

- iii. The Departments are working on the CIP for next year.
- d. Select Board Committee Reports
 - i. Mr. Browne said this week there will be a communications demo.
 - ii. Ms. Oliff Housing Committee had a presentation on affordable housing. They plan to invite people from neighboring towns to future meetings to talk about their housing.
 - iii. Ms. Gilman said the Heritage Commission held an information session about the Park Street Heritage Area, but she was unable to attend. They also had two demo requests, for a barn on Park Street and a garage on Salem Street. She also gave an update on State issues.
 - iv. Ms. Cowan said that at the EPSC, they discussed the presentation which was given to the Board earlier. Planning Board was cancelled.
 - v. Mr. Papakonstantis did not have a report.
- e. Correspondence
 - i. An email from Aryn Vogan, who set up a mobile vendor truck and said it was an outstanding start.
 - ii. An update from the Executive Council on their meeting.
 - iii. An email from Ms. Gilman on the American Independence Festival, which will be done over several weekends.

9. Review Board Calendar

- a. The next meetings are June 7, June 21st.

10. Non-Public Session

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

11. Adjournment

MOTION: Ms. Gilman moved to adjourn. Mr. Browne seconded. In a roll call vote, all were in favor and the meeting adjourned at 10 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Board Appointments

Board and Committee Appointments
June 7th, 2021

Housing Advisory Committee

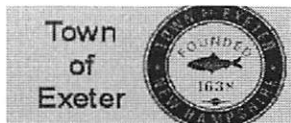
Kathy Corson, term to expire 4/30/22

Conservation Commission

Nick Campion, full member, term to expire 4/30/24

Kristen Osterwood, full member, term to expire 4/30/24

NOTE: Conservation Commission appointments would create two alternate member openings, with terms to expire 4/30/23 and 4/30/24.



Russ Dean <rdean@exeternh.gov>

Con Com membership

2 messages

Andrew Koff <drewkoff@gmail.com>

Thu, Jun 3, 2021 at 9:01 PM

To: Russ Dean <rdean@exeternh.gov>, "pmcelroy@exeternh.gov" <pmcelroy@exeternh.gov>

Cc: Kristen Murphy <kmurphy@exeternh.gov>, Kristen Osterwood <osterwood@gmail.com>, Nick Campion <campion.n@gmail.com>

As chair of the Conservation Commission I would like to request the Select Board appoint Nick Champion and Kristen Osterwood to the vacant voting member positions with terms to expire 4/2024.

Regards,
Andrew Koff

Pam McElroy <pmcelroy@exeternh.gov>

Fri, Jun 4, 2021 at 8:17 AM

To: Andrew Koff <drewkoff@gmail.com>

Cc: Russ Dean <rdean@exeternh.gov>, Kristen Murphy <kmurphy@exeternh.gov>, Kristen Osterwood <osterwood@gmail.com>, Nick Campion <campion.n@gmail.com>

Thanks Andrew.

We'll forward this request to the Select Board for their meeting on Monday, 6/7.

[Quoted text hidden]

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Pam McElroy

Town of Exeter

Executive Assistant, Town Manager's Office

603-773-6102

Human Services Administrator

603-773-6116

COVID 19 Updates



EXETER PARKS & RECREATION

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



TOWN OF EXETER - MEMORANDUM

TO: Russ Dean, Town Manager
FROM: Greg Bisson, Director
CC: Melissa Roy, Assistant Director
RE: Opening of Town Indoor Facilities
DATE: 05/24/2021

The Exeter Parks and Recreation Department recently met with the Police Chief, Fire Chief, Health Officer, and Economic Development Director. We discussed the opening of Town indoor facilities. New Hampshire's COVID Best Practices leaves control up to each community. We are suggesting the following:

- All Town buildings opened for rental at 100% capacity.
- Masks are recommended in all buildings for those who are fully vaccinated.
- In our town permit agreement, we will have verbiage that each organization would agree to use the space at their own risk.
- We would post signage in each facility with a warning to use at your own risk and the mask recommendation for those not fully vaccinated.

The Town will be using a third party to clean all buildings daily. The cleaning fees will be submitted to FEMA for reimbursement through COVID-19 funding. If and when this changes, we recommend using the American Recovery Act funds to not pass any fees on to the renters.

We would like the buildings to open on July 1, 2021, to allow our office time to review all the requests in the order we received them.

Respectfully,

Greg Bisson
Director
Exeter Parks and Recreation

44 River Street – Restoration of Involuntarily Merged Lot



BUILDING DEPARTMENT

Douglas Eastman, Building Inspector/Code Enforcement Officer

DATE: May 7, 2021

MEMO TO: Russ Dean, Town Manager
Select Board

CC: Edward P. and Diane Ganley – property owner
Janet Whitten, Deputy Assessor

FROM: Douglas Eastman, Building Inspector/Code Enforcement Officer

RE: Application for “Restoration of Involuntarily Merged Lot”

Our office has received a “Restoration of Involuntarily Merged Lot” application for the property located at 44 River Street (Tax Map Parcel #72-98) currently owned by Edward P. and Diane Ganley.

In accordance with RSA 674:39-aa, this application is being submitted to the Select Board for consideration.

Please be advised that I have reviewed the application, supporting documents and the Town assessment records, all of which are attached for your review. There is no documentation of a voluntary lot merger being processed, therefore I have determined that the Town unlawfully merged the lots (TM #72-97 and #72-98) in April 2004 – see note on assessment record.

I have also consulted with Deputy Assessor Janet Whitten and she concurs with these findings. I am recommending that the above-captioned lot be restored to its pre-merger status.

Once an agenda date has been determined for the required public hearing before the Select Board, abutter notification and posting of the legal notice, including publication in the newspaper, will be prepared by our office.

If you should have any questions, please feel free to contact my office.



Town of Exeter
 10 Front Street
 Exeter, NH 03833
 603-778-0591 Fax: 603-772-4709

Application for Restoration of Involuntarily Merged Lots
 Pursuant to RSA 674:39-aa

Property Location/Address <u>44 RIVER ST. Exeter, NH 03833</u>	
Existing Tax map Number (Map-Block-Lot) _____	
Property Owner(s) <u>Diane Ganley</u>	Phone <u>603-793-2826</u>
Property Owner(s) <u>Ed Ganley</u>	Phone <u>603-793-1285</u>
Property Owner Mailing Address <u>44 RIVER ST. Exeter, NH 03833</u>	
Property Owner Email <u>exetganley@comcast.net</u>	
Agent (If different from Property Owner) _____	
Agent Phone _____	Agent Email _____
Agent Mailing Address _____	

Instructions & general information for submitting Application:

In accordance with NH RSA 674:39-aa, any owner of lots merged by municipal action for zoning, assessing or taxation purposes prior to September 18, 2010 and without the consent of the owner may request that the lots be restored to their pre-merger status and all zoning and tax maps shall be updated to identify the pre-merger boundaries of said lots or parcels as recorded at the Rockingham County Registry of Deeds, provided:

- a. The request is submitted to the Exeter Select Board prior to December 31, 2021.
- b. No owner in the chain of title voluntarily merged his or her lots. If any owner in the chain of title voluntarily merged his or her lots, then all subsequent owners shall be stopped from requesting restoration. The municipality shall have the burden of proof to show that any previous owner voluntarily merged his or her lots.
- c. All decisions of the Exeter Select Board may be appealed in accordance with the provisions of RSA 676.
- d. The restoration of the lots to their pre-merger status shall not be deemed to cure any non-conformity with existing local land use ordinances.

The following fees shall be submitted with the application:

Application Fee:	\$ 50.00
Abutter Notices:	\$ 10.00 per abutter
Newspaper Notice:	\$ 25.00

The procedure for requesting the Restoration of Involuntarily Merged Lots is as follows:

1. Complete the *Application for Restoration of Involuntarily Merged Lots per RSA 674:39-aa*.
2. Attach copies of the following documents:
 - a. Most current deed(s) for the lots.
 - b. If property was obtained from an estate (inherited), attach copy of the statutory "Notice to Cities and Towns".
 - c. Copies of any recorded plans or surveys which may depict the "pre-merger" configuration of any lots.
 - d. Unless such information already exists in the town records, if any part of the existing map/lot is improved by a structure, the Applicant must provide a signed & stamped as-built survey which reflects (at a minimum) the following features:
 - (i) The location of all structures, including buildings, pools, fences, etc.
 - (ii) The location of all driveways, walkways and associated features.
 - (iii) The location of all water supply wells.
 - (iv) The approximate location of all septic tanks, leach beds or cesspools.
 - (v) The superimposed lines of the pre-merger lot lines as requested by the Applicant.
 - e. A list of the names and addresses of abutting lot owners in similar manner as required under RSA 676.
 - f. Any other documentation deemed relevant.
3. The Select Board's office shall forward copies of the relevant materials to the Town Assessor and Planning Department within three (3) days of application receipt for their review and comment.
4. The Assessor and Planning Department shall forward any comments to the Town Manager within five (5) days of receipt of the materials.
5. The Select Board shall schedule consideration of the Application at a Public Hearing during a regularly scheduled meeting within thirty (30) days of submittal. The Town shall send notice of the Application and the scheduled meeting date to the Applicant and abutting property owners at least seven (7) days before the scheduled meeting.
6. At the scheduled meeting, the Select Board will consider the Application, including recommendation of Town staff, input from abutters and the Applicant(s).
7. If upon review by the Select Board, the Board determines that additional information is required; up to an additional ten (10) days will be provided to produce the additional information.
8. Within forty-five (45) days from the date of submission, the Select Board shall render a decision on the Application at a meeting of the Select Board.
9. Within five (5) business days from the date of the Select Board's final decision, a copy of the written Notice of Decision shall be sent via regular mail to the Applicant(s) and shall be posted in both the Assessor's and Select Board's Offices.
10. The Notice of Decision shall state that any aggrieved party has the right to appeal the decision of the Select Board pursuant to RSA 676.
11. If the Application has been granted (in whole or in part), the appropriate changes will be noted on the Tax Maps and Assessor records. The Planning Department will be notified and provided with a copy of the plans approved by the Select Board and shall make appropriate notations as to the existence of the new lots in its files. The Notice of Decision will be recorded at the Registry of Deeds.

TOWN OF EXETER, N.H.

APPLICATION FOR RESTORATION OF INVOLUNTARILY MERGED LOTS
PURSUANT TO RSA 674:39-aa

The undersigned applicant requests that the Town of Exeter, New Hampshire, hereby restore the following parcels of land to their pre-merger status for the purposes of being assessed and treated for regulatory purposes as separate tracts or parcels of land:

Please identify, with reference to an attached recorded plan or survey which the Applicant believes may depict the "premerger" configuration of any lot, and to have existed prior to any "Involuntary Merger" (See. RSA 674:39-aa (1)), which the Applicants) wishes to restore to separate assessment.

Recorded Plan Name & Identified as: Parker Survey + Engineering

Drawn Date: 12/05/2003

Recorded Plan #: D-31211 (Lot 97+98) recorded at RCLD 12/10/2003

Acknowledgment: By submitting this application, the Applicant(s) acknowledges they wish to have an existing parcel on the Exeter Tax Map divided into two (2) or more previously existing parcels. Such action will be effective for tax purposes following approval of this Application. Such action may result in increased tax assessed value or supplemental tax liability for the current tax year. In addition, the Applicant(s) understands that the separate lots may not conform to existing zoning requirements, and that if any subsequent request for zoning variance is made by the Applicant or a subsequent owner, the fact that the parcel was previously part of other premises may affect one (1) or more factors which are considered when considering a variance (e.g., substantial justice).

If granted by the Town, the Notice of Decision and plan will be recorded at the Rockingham County Registry of Deeds.

Dated this day of April 29th, 2021.

Edward A. Ganley
Owner Signature

Diane Ganley
Co-Owner Signature

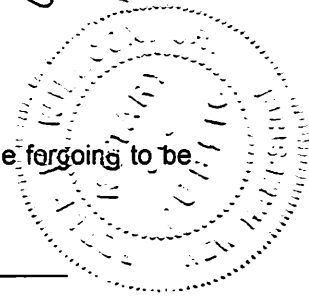
Edward A. Ganley
Print Name(s)

DIANE GANLEY

STATE OF NEW
HAMPSHIRE
ROCKINGHAM, SS.

Then personally appeared the above named owners and acknowledged the foregoing to be his/her/their free act and deed, before me,

[Signature]
Notary Public/Justice of the Peace



My commission expires: PETER W. WILLCOX, JR., Notary Public
My Commission Expires March 7, 2023

Staff Use Only

Received by: WDM

Date: 5/7/21

Fees Collected: \$ 95.00
✓ #226

Date of BOS Meeting 6/7/21

Disposition of the Application (For use by Selectmen/Assessor)

Existing Parcel Identification

TM# 072-098-0000
Map-Block-Lot

44 River Street
Street Address of Parcel

New Parcel Identification

TM# 072-099-0000
Map-Block-Lot

42 River Street
Street Address of Parcel

(per Assessing
& Bldg. Depts.)

TM# 072-098-0000
Map-Block-Lot

44 River Street
Street Address of Parcel

Map-Block-Lot

Street Address of Parcel

Map-Block-Lot

Street Address of Parcel

Map-Block-Lot

Street Address of Parcel

ABITTER -

1) PEH - 20 Main St. Exeter NH

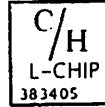
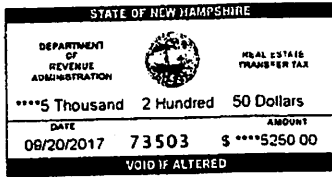
2) JOE Fisher & Kathryn Fisher
36 River St. Exeter, NH

(Forbes-Fisher 2020 Rev. Trust
Joseph L. Fisher, Jr., et al. Trustees)

E 40973

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

2017 Sep 20 AM 08:44



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that WE, ROGER F. WAKEMAN and ROBIN M. WAKEMAN, husband and wife, both of 9 College Hill Rd., Clinton, NY 13323, for consideration paid, GRANT to EDWARD P. GANLEY and DIANE GANLEY, husband and wife, both of 44 River St, Exeter, NH 03833, with WARRANTY COVENANTS, the following described property:

A certain tract of land with the buildings thereon, situated on River Street in Exeter, Rockingham County, New Hampshire, and being bounded and described as follows:

Commencing at a stake standing six (6) rods and seven (7) links from the Southerly end of River Street and on a line with the Easterly line of said Street and running S 59 degrees E 15 degrees a distance of fifteen (15) rods and twenty one (21) links to a stone monument; thence N 80.5 degrees E passing between two cherry trees standing near the bend of the sewer to Fresh River; thence running Southerly by said River about twenty five (25) feet to a point that a course from which running S eighty and one half (80.5) W will strike the Northerly side of a ditch or water course on land now, or formerly of, W. P. Moulton; thence S eighty and one half (80.5) degrees W about seven (7) rods running by the Northerly side of said ditch in a straight line to a stone monument situated on the North side of said ditch and twelve (12) feet Westerly from the Westerly side of an Elm tree; thence N fifty nine (59) degrees W fifteen (15) rods and two (2) links; thence W thirty one (31) degrees E forty seven (47) feet to the point of beginning.(See also deed at Book 495, Page 182).

Also the rights of driftway in common with other abutters, and other rights mentioned in a certain deed from W.P. Moulton dated May 8, 1884 and recorded at Book 495, Page 182 at the Rockingham County Registry of Deeds.

Also a strip of land four (4) feet wide beginning at said River Street on the Southwesterly side of land above and first described and thence extending Northeasterly bounding on said above described land two hundred seventy five (275) feet.

Meaning and intending to describe and convey the same premises conveyed to the Grantors by deed of Phillips Exeter Academy dated November 20, 2003 and recorded at the Rockingham County Registry of Deeds at Book 4195, Page 2095.

Together with a certain tract of land with the buildings thereon, on the Easterly side of River Street, in Exeter, New Hampshire described as follows:

Beginning at the Southwesterly corner of the Maria Hallinan lot on said River Street, and extending Southerly on said Street fifty one (51) feet to a stake; thence Easterly, carrying the width of fifty one (51) feet to the brook, about two hundred (200) feet to a stake; hence Northeasterly as the brook runs, seventy one (71) feet to the corner of said Maria Hallinan land, now or formerly; thence Westerly bounding on said land of Maria Hallinan, now or formerly, to the point of beginning.

Also a right to use the well on said land now or formerly of Maria Hallinan adjoining which land belonged to Emma M. Kreger.

Meaning and intending to describe and convey the same premises conveyed to Grantors by deed of Phillips Exeter Academy dated November 20, 2003 and recorded at the Rockingham County Registry of Deeds at Book 4195, Page 2095.

Grantors release all rights of homestead and any other interest therein.

Witness our hands and seals this 18th day of September 2017

Witness: *J Buell*

[Signature]
Roger F. Wakeman

Witness: *J Buell*

[Signature]
Robin M. Wakeman

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

September 18, 2017

Then personally appeared the above named Roger F. Wakeman and Robin M. Wakeman, proven to me to be, and acknowledged the foregoing as their free act and deed

[Signature]

Justice of the Peace/Notary Public
My commission expires:
LAURA E. BUELL, Notary Public
My Commission Expires October 5, 2021

E 40973

ROCKINGHAM COUNTY
REGISTRY OF DEEDS



- Parcels
- NH Highways
- Interstate
- US Highway
- State Highway
- Town Boundary
- Abutting Towns
- Streets (Updated Feb 2015)
- Misc Streams
- Parcel Streams
- Open Water
- Buildings

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

0 50 100 ft

Printed on 05/07/2021 at 10:36 AM

44 River Street, Exeter

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2211 EXETER, NH VISION					
GANLEY EDWARD P		1 Level	1 All Public	1 Paved	2 Suburban	Description	Code	Assessed	Assessed						
GANLEY DIANE						RESIDNTL	1010	140,500	140,500						
44 RIVER ST						RES LAND	1010	167,800	167,800						
EXETER NH 03833		SUPPLEMENTAL DATA				RESIDNTL	1010	2,000	2,000						
Alt Prcl ID 0072 0098 0000		A12:													
Easement:		Historic:													
Book/Page		Antenna/T													
TIF Dist:		79E Dist:													
TIF Value:															
A9:															
GIS ID 072-098-0000		Assoc Pid#													
						Total		310,300	310,300						
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)							
GANLEY EDWARD P		5855 0513	09-18-2017	Q	I	350,000	00	Year	Code	Assessed	Year	Code	Assessed		
WAKEMAN ROGER F		4195 2095	11-20-2003	U	I	238,700	00	2020	1010	140,500	2019	1010	140,500		
PHILLIPS EXETER ACADEMY		2510 1669		U		0			1010	167,800		1010	167,800		
									1010	2,000		1010	2,000		
								Total		310,300	Total		310,300		
								Total		310,300	Total		310,300		
EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor							
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int							
Total			0.00												
ASSESSING NEIGHBORHOOD															
Nbhd	Nbhd Name	B	Tracing	Batch											
0001															
NOTES															
11/18 CORRECTED SKETCH, BP COMPLETE			AC CHANGE/MAP												
4/2002 RENOVATIONS															
COMPLETE, ENTRY, JD			NOTE: L&B												
4/04 MERGED 72-97 .32 AC			PLAN:												
WITH THIS LOT, JD//4/05															
BUILDING PERMIT RECORD															
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result	
18-117	07-18-2018	RE	Remodel	1,500	11-15-2018	100		ADD PORCH ROOF&STAIRS	01-24-2019	PGM			15	Res Field Revw	
									11-15-2018	PGM			60	BP Review - Ext	
									01-17-2018	ET			25	Sale Review-Suprvsr	
									10-06-2017	JQ			47	Change Legal Owner	
									07-02-2010	PP			15	Res Field Revw	
									09-15-2004	PM			00	Measur+Listed	
									06-25-2004	EB			01	Measur+1Visit	
LAND LINE VALUATION SECTION															
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value
1	1010	Single Fam MDL	R-2		28,749 SF	5.3	1.00000	5	1.00	60	1.100		1.0006	5.83	167,800
Total Card Land Units					0.66 AC	Parcel Total Land Area					0.66	Total Land Value			167,800

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	08	Raised Ranch			
Model	01	Residential			
Grade:	03	Average			
Stories:	1	1 Story			
Occupancy	1				
Exterior Wall 1	11	Clapboard			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall/Sheet			
Interior Wall 2					
Interior Flr 1	14	Carpet			
Interior Flr 2					
Heat Fuel	03	Gas			
Heat Type:	05	Hot Water			
AC Type:	01	None			
Total Bedrooms	02	2 Bedrooms			
Total Bthrms:	2				
Total Half Baths	0				
Total Xtra Fixtrs					
Total Rooms:	4	4 Rooms			
Bath Style:	02	Average			
Kitchen Style:	02	Average			
MHP					

CONDO DATA			
Parcel Id	C	Owne	0.0
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			
COST / MARKET VALUATION			
Building Value New		159,673	
Year Built		1970	
Effective Year Built		2005	
Depreciation Code		G	
Remodel Rating			
Year Remodeled			
Depreciation %		14	
Functional Obsol		0	
External Obsol		0	
Trend Factor		1	
Condition			
Condition %			
Percent Good		86	
RCNLD		137,300	
Dep % Ovr			
Dep Ovr Comment			
Misc Imp Ovr			
Misc Imp Ovr Comment			
Cost to Cure Ovr			
Cost to Cure Ovr Comment			

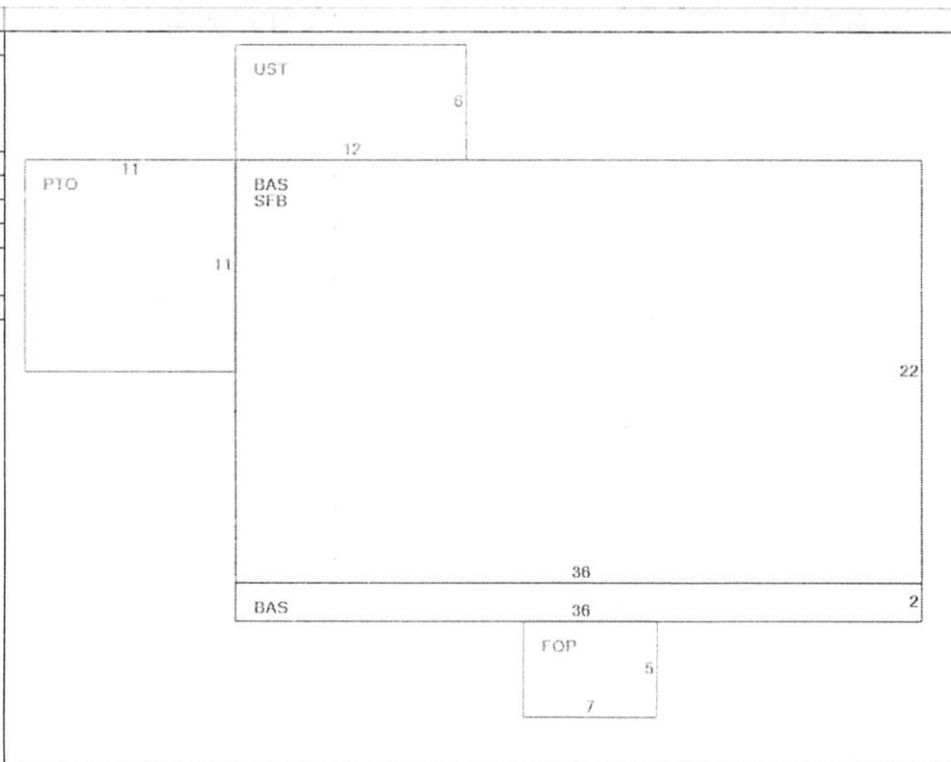
UST	6		
	12		
PTO 11		BAS SFB	22
	11		
			36
		BAS	2
			36
		FOP	5
			7

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FPL1	FIREPLACE 1	B	1	3700.00	2005		86		0.00	3,200
PAT1	PATIO-AVG	L	144	5.00	2004		50		0.00	400
RPV1	PAVED DRIVE	L	1	1000.00	2000		100		0.00	1,000
SHD1	SHED FRAME	L	80	14.00	2005		50		0.00	600

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	864	864	864	114.78	99,170
FOP	Porch, Open, Finished	0	35	7	22.96	803
PTO	Patio	0	121	12	11.38	1,377
SFB	Base, Semi-Finished	0	792	396	57.39	45,453
UST	Utility, Storage, Unfinished	0	72	25	39.85	2,870
Ttl Gross Liv / Lease Area		864	1,884	1,304		149,673



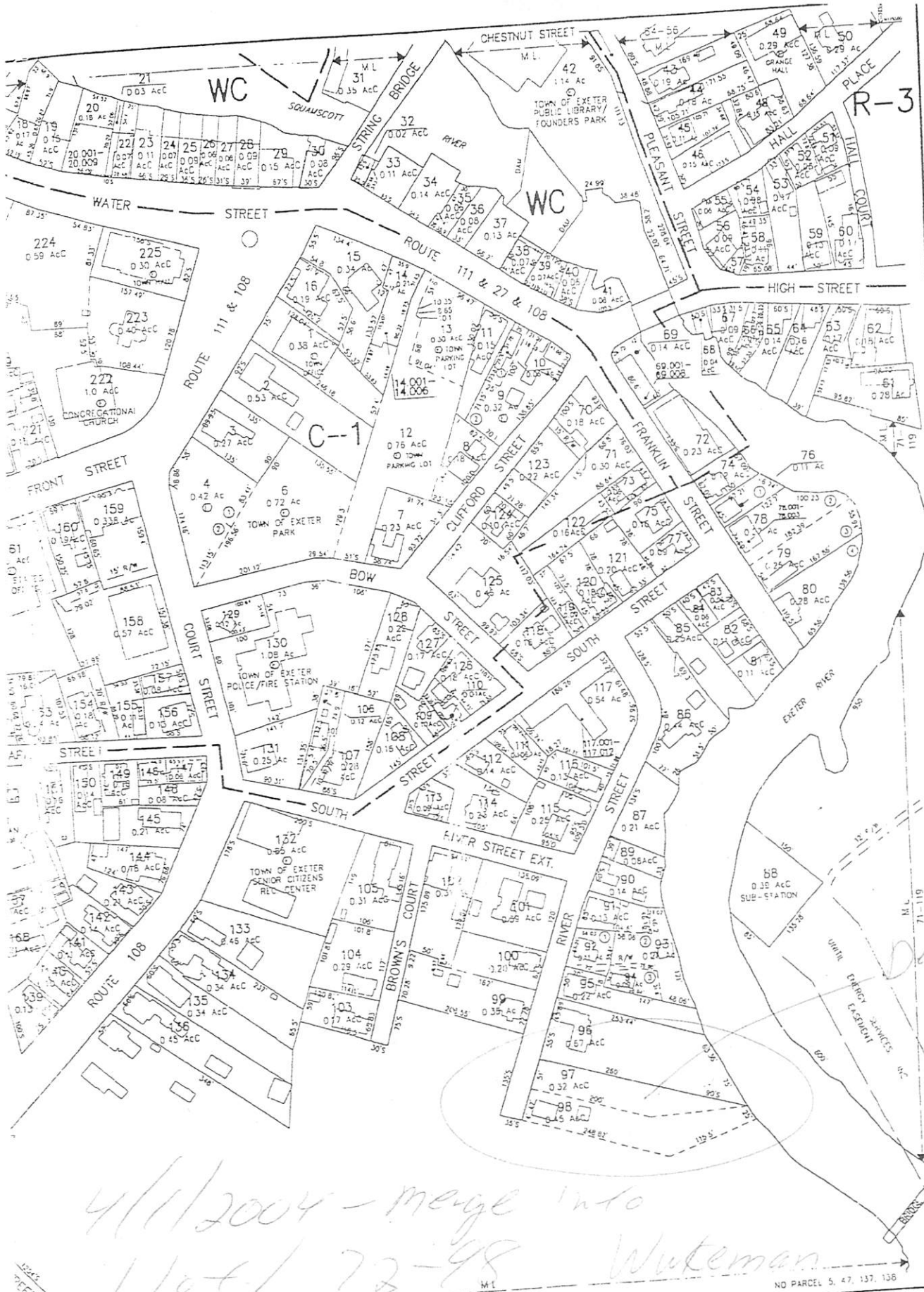
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Style:	08	Raised Ranch			
Model:	01	Residential			
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Occupancy	1				
Exterior Wall 1	11	Clapboard			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall/Sheet			
Interior Wall 2					
Interior Flr 1	14	Carpet			
Interior Flr 2					
Heat Fuel	03	Gas			
Heat Type:	05	Hot Water			
AC Type:	01	None			
Total Bedrooms	02	2 Bedrooms			
Total Bthrms:	2				
Total Half Baths	0				
Total Xtra Fixtrs					
Total Rooms:	4	4 Rooms			
Bath Style:	02	Average			
Kitchen Style:	02	Average			
MHP					
			CONDO DATA		
			Parcel Id	C	Ownr 0.0
			B S		
			Adjust Type	Code	Description
			Condo Flr		
			Condo Unit		
			COST / MARKET VALUATION		
			Building Value New		159,673
			Year Built		1970
			Effective Year Built		2005
			Depreciation Code		G
			Remodel Rating		
			Year Remodeled		
			Depreciation %		14
			Functional Obsol		0
			External Obsol		0
			Trend Factor		1
			Condition		
			Condition %		
			Percent Good		86
			RCNLD		137,300
			Dep % Ovr		
			Dep Ovr Comment		
			Misc Imp Ovr		
			Misc Imp Ovr Comment		
			Cost to Cure Ovr		
			Cost to Cure Ovr Comment		



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
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PAT1	PATIO-AVG	L	144	5.00	2004		50		0.00	400
RPV1	PAVED DRIVE	L	1	1000.00	2000		100		0.00	1,000
SHD1	SHED FRAME	L	80	14.00	2005		50		0.00	600

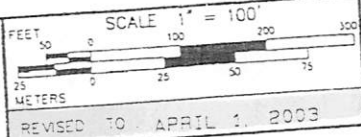
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UST	Utility, Storage, Unfinished	0	72	25	39.85	2,870
Ttl Gross Liv / Lease Area		864	1,884	1,304		149,673





Detail Lot etc

*4/1/2004 - merge into
1 Lot / 72-98 Wuteman*



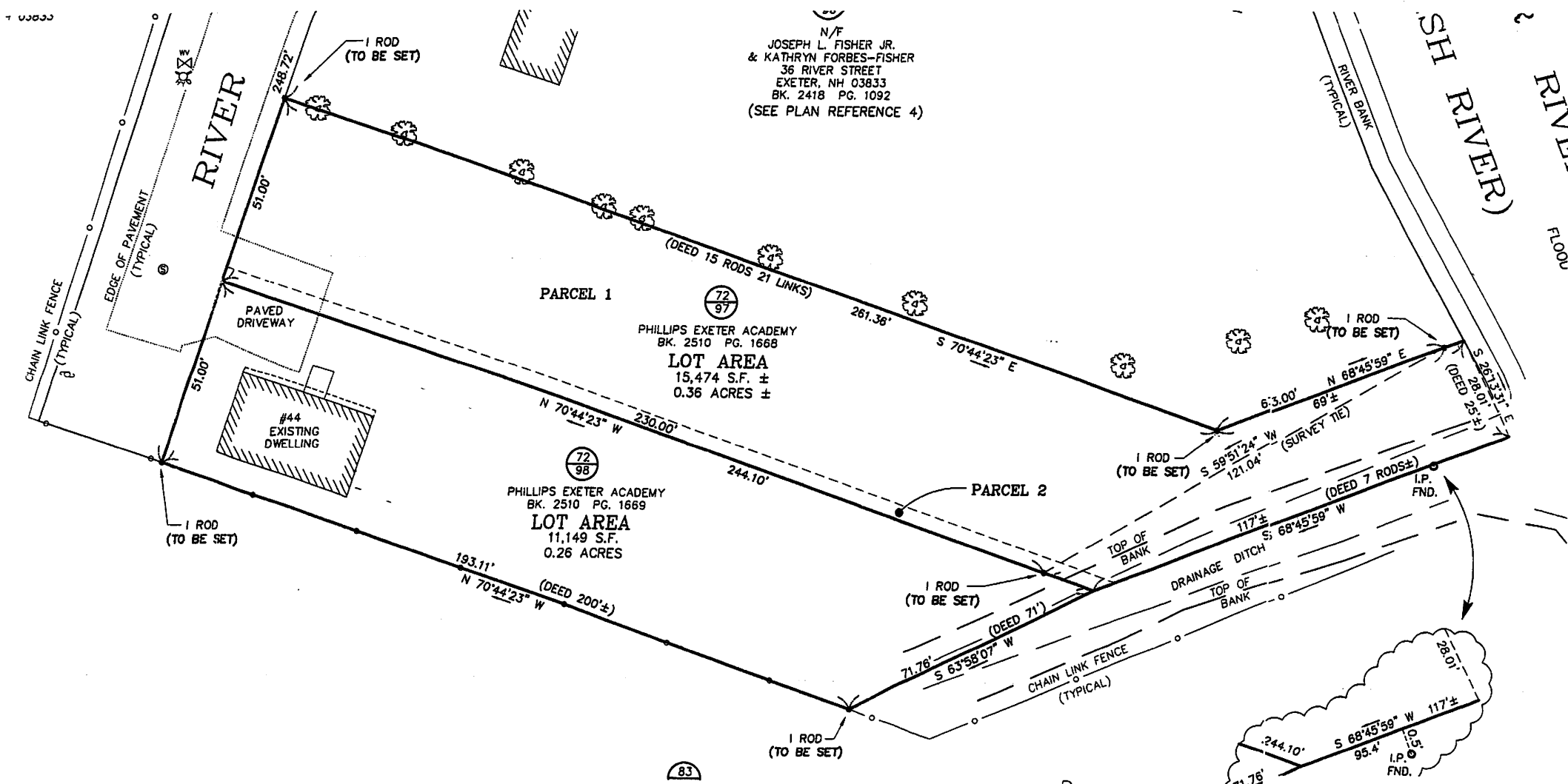
REVISED TO APRIL 1, 2003

PROPERTY MAPS
EXETER
NEW HAMPSHIRE

INDEX DIAGRAM

63	64	65
73	71	
82	83	84

MAP NO.
72



Perimeter Survey Plan
 RERD # D-31211
 12/10/03
 (Tax Map # 72 Lots 97 & 98)

Amend Chapter 9 – Exeter Town Ordinances



EXETER PARKS & RECREATION

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



TOWN OF EXETER-MEMORANDUM

TO: Russ Dean, Town Manager
FROM: Greg Bisson, Director of Parks and Recreation
CC: Melissa Roy, Assistant Director
RE: Dog Ordinance update
DATE: 06/07/2021

The Exeter Parks and Recreation Department is requesting an amendment to the current dog ordinance for Kid's Park and Townhouse Common.

Kid's Park:

The Kid's Park renovation rejuvenated the old park, which increased the park's usage. Unfortunately, it has been brought to our attention that people take their dogs into the park to use it as a small dog park. This unsanitary practice needs to stop, but unfortunately, Kid's Park was not one of the parks listed in the ordinance. We were unaware of this problem until the department completed the renovation, and the park use increased. We have received several complaints asking to post no dogs allowed. Children ranging in age from 2-12 now use that park.

Townhouse Common:

Townhouse Common is not listed in the ordinance as well. We have increased programming at this park with Yoga, Karate, and special events. Townhouse Common currently has signs posted and has been for years.

Respectfully Yours,
Greg Bisson
Director Exeter Parks and Recreation

AMEND CHAPTER 9 – EXETER TOWN ORDINANCES

Delete from Section 910 (section c.):

910 Prohibition in Parks and Commons

No person, firm or corporation shall allow to have in their physical control any dog while in the geographical confines of the following parks and commons:

- a. Founders' Park
- b. Library grounds
- c. Hampton Road Recreation Park
- d. Town House Common**
- e. Kids Park**
- f. Park Street Common
- g. Swasey Parkway
- h. Brickyard Pond fields

Niko Papakonstantis, Chair

Molly Cowan, Vice Chair

Julie Gilman, Clerk

Lovey Roundtree Oliff

Daryl Browne

First Reading: June 7th, 2021

Adopted:

Effective:

Copy: Town Clerk

Classification Plan Amendment

**TOWN OF EXETER
MEMORANDUM**

TO: Select Board
FROM: Town Manager
RE: Assistant Town Manager/HR Director Proposal
DATE: June 7th, 2021

The Board's goals meeting of April 19th suggested the organization be more aligned. Reasons were given for this alignment.

The Town has an opportunity to realign with the retirement of the current Human Resources Director. The proposal, being made in conformance with RSA 37, is to add the duties of an Assistant Town Manager to the HR position and retitling the position Assistant Town Manager/Human Resources Director. Support for this change means the following improvements can be made to the organization.

1. Creation of a second in command when the Town Manager is absent;
2. Additional assistance and high level support the Town Manager and Select Board in issues of significance to the Town including pursuit of grants;
3. Added support to Town Committees created by vote of the Board;
4. Additional assistance on special projects which would result in the use of fewer outside consultants;
5. Succession planning.

The proposed grade for the position is a Grade 13. The wages for the position would be paid from savings from the HR budget with the retirement of the incumbent. This change would be "headcount neutral" and not add a position. The Town's major departments of Police, Fire and Public Works have an Assistant Director or Assistant Chief. The Town's Parks/Recreation Department also has an Assistant Director. Several seacoast communities also have this position including Dover, Rochester, and Portsmouth.

**CLASSIFICATION PLAN – TOWN OF EXETER
NON UNION
AS AMENDED THROUGH ~~NOVEMBER 9, 2020~~ JUNE 7, 2021**

GRADE 1	Custodian
GRADE 2	Records Clerk Vehicle Maintenance/Highway Laborer Media Technician (PT)
GRADE 3	Solid Waste Facility Operator Assistant Town Clerk Water/Sewer Utilities Clerk Office Clerk Office Clerk – Fire (PT)
GRADE 4	Administrative Assistant - Planning
GRADE 5	Deputy Town Clerk Human Resources Assistant (PT)
GRADE 6	Recreation Coordinator Office Manager – DPW/Fire/Police/Parks-Recreation
GRADE 7	Executive Assistant Human Resources and Payroll Accountant Deputy Code Enforcement Officer IT Technician
GRADE 8	Deputy Tax Collector Water/Sewer Engineering Technician Engineering Technician
GRADE 9	Welfare/Human Services Administrator Natural Resources Planner Health Officer
GRADE 10	Water Treatment Operations Supervisor Wastewater Treatment Operations Supervisor Electrical Inspector Deputy Assessor Assistant Director – Parks/Recreation
GRADE 11	Assistant Engineer Maintenance Superintendent Human Resources Director Accountant

GRADE 12	Highway Superintendent Senior Accountant Water/Sewer Assistant Manager
GRADE 13	Economic Development Director Town Clerk Police Lieutenant Deputy Fire Chief - Training/EMS Deputy Fire Chief – Fire Prevention/Inspections Assistant Town Manager/HR Director
GRADE 14	Parks/Recreation Director Building Inspector/CEO Water/Wastewater Manager/Engineer IT Coordinator
GRADE 15	Town Planner Deputy Police Chief Assistant Fire Chief – Assistant EMD
GRADE 16	Finance Director Town Engineer
GRADE 17	
GRADE 18	Chief of Police Fire Chief/Emergency Management Director DPW Director
GRADE 19	
GRADE 20	Town Manager

Adopted: July 28, 2014

Amended: December 15, 2014

Amended: June 19th, 2017 (added Deputy Assessor)

Amended: February 11th, 2019 (added Senior Accountant)

Amended: June 3rd, 2019 (deleted Parks Recreation from Office Clerk, add Office Clerk – Fire (PT), add Human Resources Assistant (PT), add IT Technician, add Parks-Recreation to Office Manager, delete “Town” from Assistant Town Engineer).

Amended: June 17th, 2019 (delete Police Captain(s), add Police Lieutenant, add Police Deputy Chief).
Modify “administrator” to “director” for Human Resources.

Amended: September 14th, 2020 (add Media Technician)

Amended: October 5th, 2020 (add Human Resources and Payroll Accountant. Wastewater Operations Supervisor)

Amended: November 9th, 2020 (delete Assistant Fire Chiefs Grade 14, add Deputy Fire Chief – Training/EMS and Deputy Fire Chief – Preventions/Inspection at Grade 13. Add Assistant Fire Chief/Assistant EMD at Grade 15).

TOWN OF EXETER

JOB TITLE: Assistant Town Manager /Human Resources Director

7/1/21

DEPARTMENT: Town Manager

POSITION NUMBER: 600

EMPLOYMENT STATUS: Full-Time, Non-Union

EXEMPT STATUS: Administrative Exemption

LABOR GRADE: 13

JOB SUMMARY: Position oversees the town's activities in personnel administration including selection, orientation, training, evaluation, employee relations, position classification, policy review, compensation and record keeping.

Provides direct support to the Town Manager to assist in the development and implementation of goals, objectives, policy recommendations, long and short-range planning, and priorities. Serves as Acting Town Manager when designated by the Town Manager.

SUPERVISION RECEIVED: The Assistant Town Manager/Human Resources Director receives direct supervision from the Town Manager, exercises independent judgment and is evaluated by the Town Manager based upon the achievement of assigned goals and objectives.

SUPERVISION EXERCISED: The Assistant Town Manager/Human Resources Director has direct supervision over the Human Resources Assistant. The Assistant Town Manager may supervise other personnel as assigned by the Town Manager.

ESSENTIAL DUTIES: (The listed examples may not include all duties of the position)

1. Provides an adept level of administrative staff assistance to the Town Manager in support of their work with the Select Board, members of the public, community groups, governmental agencies, and Town staff.
2. May serve as the Town Manager's representative to community groups and organizations. Represent the Town Manager through attendance at community meetings; following up on key issues; presenting on Town policies and projects; and negotiating, managing and developing agreements and cooperative activities with community partners as assigned.
3. Work requires regular contact with all town departments, state, federal and private organizations, requiring administrative and technical knowledge and ability to promote and protect the town's best interests; contacts require considerable skill in negotiating and

resourcefulness and discretion in influencing decisions and behavior of other department heads.

4. Assists the Town Manager in performing various duties including responding to and resolving difficult and sensitive citizen inquiries and complaints; authorizing and coordinating staff efforts for major external and internal communications; work with Select Board members on specific concerns and issues; and major projects with Departments.
5. Work with Town Manager to develop a performance management system. Administers staff evaluation process and ensures periodic evaluation of same; prepares reports of hiring practices, as required.
6. Administer the town's personnel programs, policies and procedures; recommend personnel policies, regulations and procedures; ensures the preparation and maintenance of necessary, confidential personnel records.
7. Interacts with employees and department heads on various personnel issues. Refers significant personnel issues to Town Manager.
8. Administers centralized recruitment and selection procedures; coordinates/conducts pre-employment interviews as required.
9. Develops and coordinates in service training programs for employees.
10. Conducts employee orientations and exit interviews.
11. Assists department managers and staff in the interpretation and application of personnel policies, rules, and regulations.
12. Updates job descriptions and conducts wage surveys.
13. Submits department related accounts payable vouchers for payment.
14. Prepares and manages the Human Resources budget and monitors expenditures.
15. Establishes and maintains centralized personnel filing system.
16. Prepares and maintains a variety of records, forms and reports.
17. Oversees employee benefits (health, dental, life, LTD, retirement).
18. Oversees worker's compensation claims with Town's workers compensation carrier and coordinates reports for Department of Labor through Town's WC carrier.

19. Performs other related duties as required by the Town Manager.

Knowledge, Skills and Abilities

1. Knowledge of the functions, organization and operations of all town departments.
2. Knowledge of town policies and procedures, ordinances and state and federal statutes.
3. Knowledge of the principles and practices of human resource administration.
4. Knowledge of labor and contract management, collective bargaining RSAs and methods.
5. Knowledge of the principles and practices of effective public relations and the management of personnel.
6. Skill in public and interpersonal relations.
7. Skill in oral and written communication, and public presentation.
8. Skill in establishing priorities and organizing work.
9. Skill in managing multiple and concurrent projects.
10. Skill in operating general office equipment such as a computer, calculator, copier and printer.
11. Skill in the use of relevant software such as word, excel and Munis.
12. Ability to establish and maintain effective working relationships with employees, town officials, state, regional and federal officials.
13. Ability to prepare and present technical and statistical reports.
14. Ability to exercise sound and mature judgment and discretion.
15. Ability to negotiate and resolve disputes effectively.
16. Ability to demonstrate good teamwork, leadership, interpersonal skills and attitude.
17. Ability to exercise creativity and initiative in resolving problems and issues.

SUPERVISORY CONTROLS: The supervisor provides administrative direction with assignments in terms of broadly defined missions or functions. The employee has responsibility for planning, designing and carrying out programs, projects, studies or other work independently.

Results of the work are considered as technically authoritative and are normally accepted without significant change. If the work should be reviewed, the review concerns such matters as fulfillment of program objectives, effect of advice and influence of the overall program, or the contribution to the advancement of technology. Recommendations for new projects and alterations of objectives are usually evaluated for such considerations as availability of funds and other resources, broad program goals or organizational priorities.

GUIDELINES: Guidelines are available, but are not completely applicable to the work or have gaps in specificity. The employee uses judgment in interpreting and adapting guidelines such as agency policies, regulations, precedents and work directions for application to specific cases or problems. The employee analyzes results and recommends changes.

COMPLEXITY: The work typically includes varied duties requiring many different and unrelated processes and methods such as those relating to well-established aspects of an administrative or professional field. Decisions regarding what needs to be done include the assessment of unusual circumstances, variations in approach and incomplete or conflicting data. The work requires making many decisions concerning such things as the interpreting of considerable data, planning of the work, or refining the methods and techniques to be used.

SCOPE AND EFFECT: The work involves establishing criteria; formulating projects; assessing program effectiveness; or investigating or analyzing a variety of unusual conditions, problems or questions. The work product or service affects a wide range of agency activities, major activities of industrial concerns or the operation of other agencies.

PERSONAL CONTACTS: The personal contacts are with individuals or groups from outside the employing agency and internal to the agency, in a moderately unstructured setting (e.g., the contacts are not established on a routine basis; the purpose and extent of each contact is different and the role and authority of each party is identified and developed during the course of the contact).

PURPOSE OF CONTACTS: The purpose is to plan, coordinate or advise on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

PHYSICAL DEMANDS: The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile; etc. No special physical demands are required to perform the work.

WORK ENVIRONMENT: The work environment involves everyday risks or discomforts that require normal safety precautions typical of such places as offices, meeting and training rooms, libraries and residences or commercial vehicles (e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc.). The work area is adequately lighted, heated and ventilated.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: Department Heads at this level have final responsibility and authority for the accomplishment of objectives, utilization of resources and personnel administration decisions within a major jurisdictional subdivision. They are accountable for the effective and efficient management of work to achieve goals and objectives. They usually receive guidance in the form of approval/denial on matters of policy, service levels and goals or objectives from higher authorities. Management responsibility in this area may be enhanced when position is acting in the absence of the Town Manager.

MINIMUM QUALIFICATIONS:

1. Minimum experience of five years of management experience in municipal government, which includes responsibilities for operations and management of personnel. Human Resources experience preferred. Or any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills, and abilities.
2. Knowledge associated with the completion of a Bachelor's degree with coursework in public administration, public policy, human resources, or other appropriate field. A Master's degree in a similar field is preferred. Any combination of education and experience which demonstrates possession of the required knowledge, skills, and ability may be considered.
3. Valid Driver's License, and satisfactory driving record, required.

Drought Update



EXETER PUBLIC WORKS DEPARTMENT

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

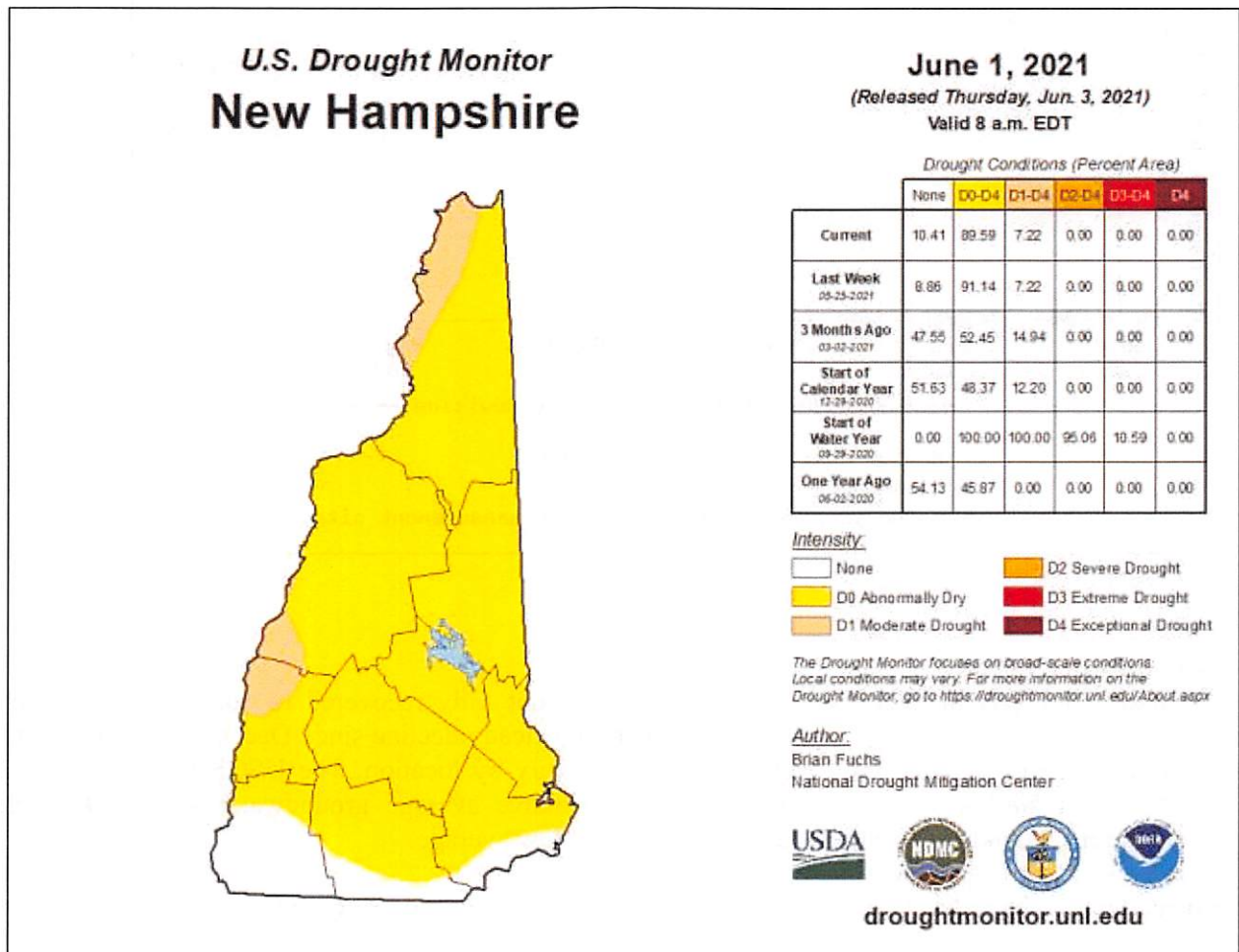
www.exeternh.gov

MEMO

DATE: June 4, 2021
 TO: Russell Dean, Town Manager
 Exeter Select Board
 FROM: Jennifer R. Perry, P.E., Public Works Director
 RE: Water Resources Status Update & Recommended Water Use Restrictions

New Hampshire Drought Conditions

The U.S. Drought Monitor dated June 1, 2021, indicates 90% of the State of New Hampshire is abnormally dry (D0) or in moderate drought (D1) condition. The Town of Exeter and the upper reaches of the Exeter River watershed continue to be **abnormally dry (D0)**; drought conditions have persisted here since May 2020.

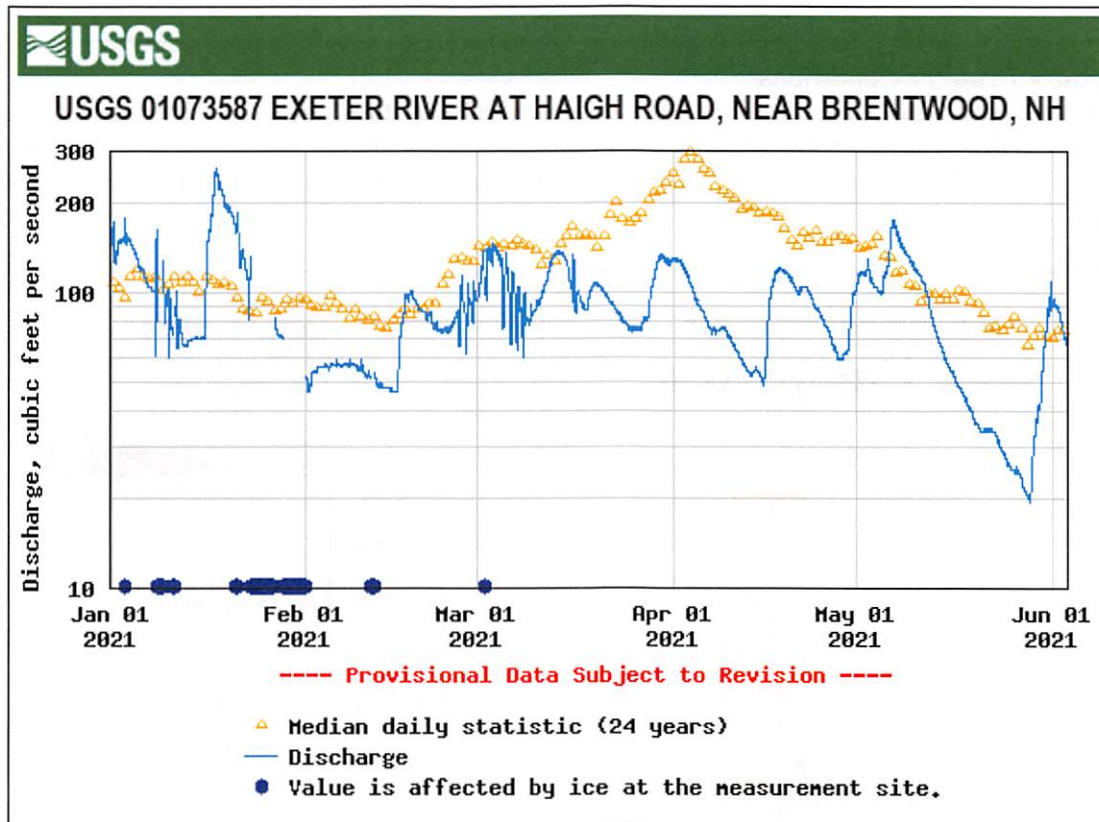


The U.S. Drought Monitor is jointly produced by National Drought Mitigation Center at University of Nebraska-Lincoln, U.S. Department of Agriculture, and National Oceanic and Atmospheric Administration. Map courtesy of NDMC.
<https://droughtmonitor.unl.edu/CurrentMap/StateDroughtMonitor.aspx?NH>

River Flow

The USGS stream flow gauge on the Exeter River at Haigh Road in Brentwood (drainage area 63.5 square miles) indicates current instantaneous discharge is 68.5 cubic feet per second (cfs) (at 10:15 on 6/4/2021) which is slightly below the median. The water supply intake for the Town of Exeter is located several miles downstream of the gauging station, with a contributing watershed of 107 square miles. The flow rates at the intake location are estimated to be 1.69 times higher than at Haigh Road, or approximately 115.7 cfs (74.8 MGD).

The instantaneous Exeter River flow rate is **average**, however flow rates in general have been **below normal** for most of the year.



<https://waterdata.usgs.gov/usa/nwis/uv?01073587>

Groundwater Levels

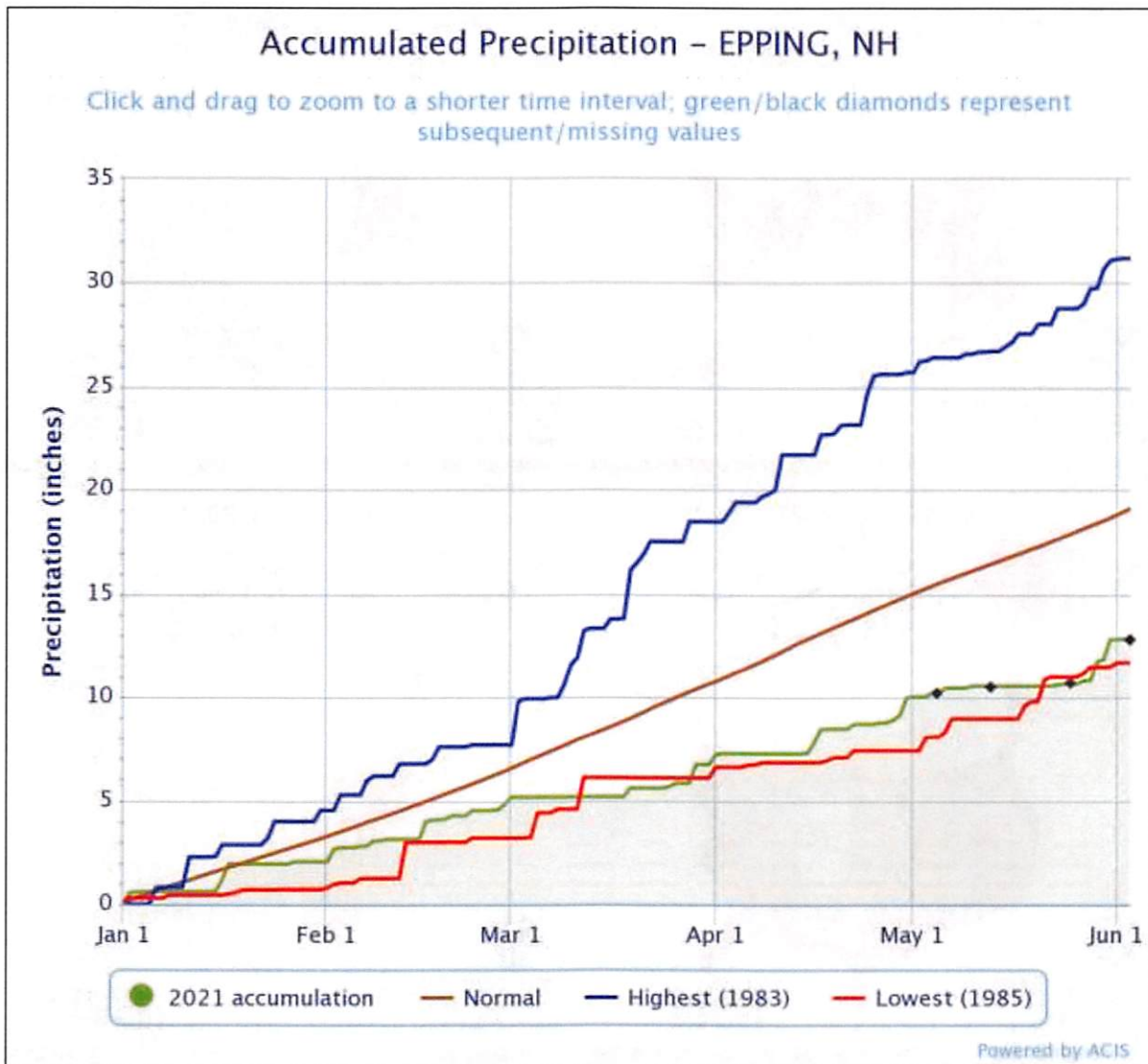
Groundwater levels in many parts of the state have not fully recovered to normal from the dry conditions that began in May 2020 and have been in a steady decline since December. Groundwater levels for long-term monitoring wells in the region vary by location. The USGS wells in Epping, Concord and Nashua are experiencing normal to above average groundwater levels; Deerfield (overburden), Franklin, Greenfield, and Ossipee are below average.

Current groundwater levels are ranging from **below normal to above average**.

Precipitation

Two significant rain events over the last 30 days have helped to provide short-term relief to some drought conditions. However, total precipitation received since January 1 through June 3 is 12.81 inches which is 6.28 inches below the mean of 19.09 inches (Source: National Weather Service NOWData for Epping, NH). Total annual precipitation averages 46.95 inches for this site (57 years of record).

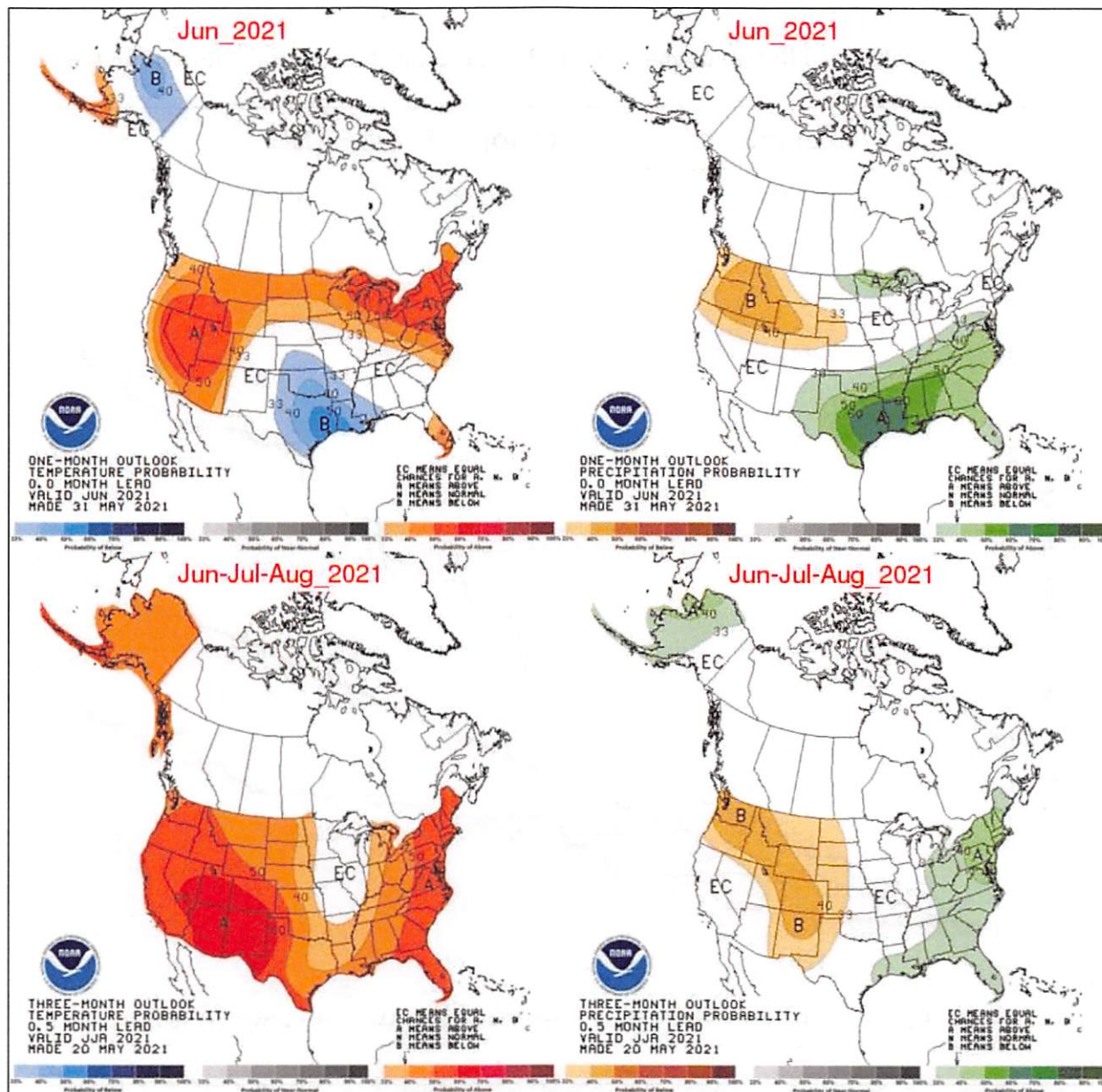
There is a **6.28 inch precipitation deficit** so far in 2021; precipitation is **below normal** for the year.



NOAA/National Weather Service, Gray/Portland Office. NOWData for Epping, NH.

Drought Outlook

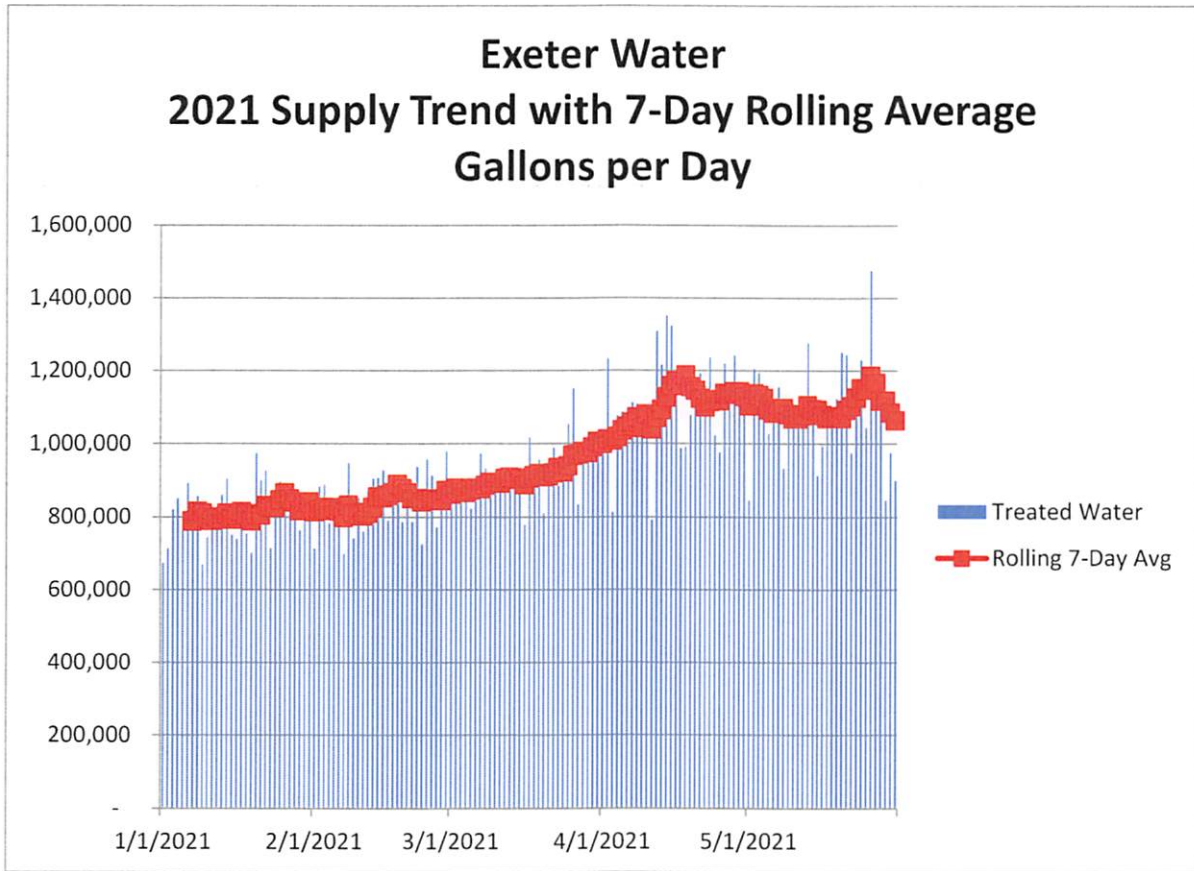
June and the 3 month outlook (June, July, August) **temperatures** are predicted to continue to be **above normal**. June precipitation is predicted equal chance for above, normal or below normal precipitation; the **three month precipitation outlook (June, July, August)** is predicted to be **above normal** for the New England region.



http://www.cpc.ncep.noaa.gov/products/predictions/multi_season/13_seasonal_outlooks/color/churchill.php
https://www.cpc.ncep.noaa.gov/products/predictions/multi_season/13_seasonal_outlooks/color/page2.gif

Exeter Water Supply

Water usage or demand in the Exeter public water system is climbing toward summer, irrigated flows. The seven day average on May 31 was 1.06 MGD. To date in 2021 the surface water treatment plant (SWTP) produced 98 MG, supplying 68% of demand. The groundwater treatment plant (GWTP) produced 47 MG, supplying 32% of demand.



Summary

Exeter and the upper reaches of the Exeter River watershed have been in drought since May 2020 and remain abnormally dry (D0). Temperatures have been above average since May 2020 and are predicted to continue to be above average through August 2021. Precipitation has been below normal with a 6.28 inch rainfall deficit for the calendar year, however 2 significant rainfall events in May provided some relief. Surface water flows are currently average, but have been below average most of the year. Groundwater levels range from below average to above average. Exeter water usage reflects summer demands. Short-term, the precipitation received over the Memorial Day weekend helped to prevent drought conditions from worsening, however precipitation forecasts for June do not provide assurance that enough precipitation will be received to turn conditions around.

Recommendations

We recommend continuing the Level 2 outdoor water use restrictions which allow landscape watering every other day (even/odd watering) and do not restrict other outdoor water uses. Water users are encouraged to practice effective water conservation. For helpful tips on water use and conservation go to <https://www.epa.gov/watersense>.

SWTP Lagoon Sludge Removal



TOWN OF EXETER, NEW HAMPSHIRE

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www.exeternh.gov

Memo

To: Exeter Select Board
Russell Dean, Town Manager

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

CC: Matthew Berube, Water/Sewer Manager
Stephen Dalton, Water/Sewer Assistant Manager
Paul Roy, Water Treatment Operations Supervisor

Date: June 4, 2021

Re: Approve Proposal for Surface Water Treatment Plant (SWTP) Lagoon Sludge Removal Services

Department of Public Works has completed the evaluation of the Proposal for Lagoon Sludge Removal from GZA GeoEnvironmental, Inc. The sludge is from treatment processes at the SWTP. Historically the sludge was hauled over to the Wastewater Treatment Facility's 4th Lagoon, which is no longer there due to the new Activated Sludge WWTF. The final cost of the project is yet to be determined because samples of the sludge need to be analyzed to determine the hauling location, either North Country Landfill or Turnkey Recycling & Environmental Enterprises (TREE). If the sludge is accepted at North Country Landfill, the costs will be approximately \$250,000. If the sludge is accepted at TREE, the costs are anticipated to be higher, approximately \$273,000. Town of Exeter recommends approval of this project.

This project is a component of and critical to the overall Water Treatment improvements and maintenance of an aging facility. Sludge removal is anticipated to start in late July 2021 and be complete in 4-5 weeks. The project funds of \$275,000 have been approved in the 2021 Water Fund Budget.



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www.gza.com



VIA EMAIL

April 19, 2021
File No. 04.P000069.21R

Mr. Matthew Berube
Water & Sewer Manager
Department of Public Works
13 Newfields Road
Exeter, New Hampshire 03833

Re: Proposal for Lagoon Sludge Removal Services
Exeter Water Treatment Facility
109 Portsmouth Road
Exeter, New Hampshire

Dear Matthew:

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide this proposal to The Town of Exeter for lagoon sludge removal services at the water treatment facility located at 109 Portsmouth Avenue, Exeter, New Hampshire (Site). GZA's proposed Scope of Services, Schedule, Basis of Billings, and Conditions of Engagement are provided in the following sections.

BACKGROUND

We understand that the Town of Exeter is looking to remove built-up sludge from the water treatment settling lagoon at the Site. On February 18, 2020, GZA conducted an initial Site walk to observe existing conditions within and around the settling lagoon. On April 14, 2020, GZA conducted an additional Site walk to review existing Site conditions with Contractors in order to obtain pricing for certain aspects of the sludge removal activities. The settling lagoon is located on the east side of Portsmouth Avenue between Water Works Pond Road to the North and Wheelwright Creek to the South. The top of the settling lagoon is surrounded by a continuous chain link fence and two double swing gates on each side of the lagoon. The slopes of the settling lagoon are steep and overgrown with vegetation. A pumphouse structure with an external catwalk that crosses over Wheelwright Creek is located on the southern side of the settling lagoon. The pumphouse is a brick structure and Wheelwright Creek along the length of the lagoon is contained by concrete retaining walls on each side. The settling lagoon was filled with water at the time of our site visits and the sludge was not visible, but it is our understanding based on conversations with the Town that there is approximately 5-feet of sludge at the base of the lagoon.



SCOPE OF WORK

TASK 1 – PROJECT COORDINATION AND SLUDGE PRE-CHARACTERIZATION

In preparation for sludge removal activities, GZA will conduct pre-characterization sampling of the sludge in coordination with our selected disposal facility. Our Project Coordination and Sludge Pre-Characterization work will include:

- Preparation of a Site-Specific Health and Safety Plan (HASP) to be used during sludge pre-characterization and construction activities;
- Collection of (4) composite sludge samples from the sludge lagoon for pre-characterization analysis;
- Coordination with a licensed laboratory to analyze the pre-characterization samples for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs); herbicides, pesticides, Resource Conservation and Recovery Act (RCRA) 8 compound metals list, total petroleum hydrocarbons (TPH), ignitability, reactivity, and corrosivity as required by the disposal facility; and
- Review of pre-characterization sample results and preparation of waste disposal documentation including profiles and shipping documents.

TASK 2 – SLUDGE EXCAVATION AND DISPOSAL

GZA proposes the following scope of work for the removal and disposal of the sludge. This task includes all labor, equipment, materials, and management to complete the sludge removal and disposal work.

Construction Activities

- Mobilization of labor, equipment, and materials including temporary facilities;
- Site preparation including tree removal and pruning of overgrown vegetation from the banks of the lagoon as well as additional tree removal and pruning as needed to gain access to the perimeter gates;
- Widen existing gate and fencing to obtain access with long-reach excavator;
- Install timber mat access road and timber mat work platform to establish a stable location where the long-reach excavator can perform sludge excavation and load-out activities;
- Removal of approximately 5-feet of sludge from within the sludge lagoon and temporarily stockpile within the footprint of the lagoon to drain excess water prior to off-site disposal;
- Stabilization of the sludge to a consistency acceptable to the disposal facility;
- Load-out and transportation of sludge off-site to a licensed disposal facility;
- Final grading of the sludge lagoon bottom and restoration of side slopes including rut repair resulting from accessing the basin;
- Breakdown of timber mat access road and timber mat work platform;



- Repair of chain link fence and gate to existing condition following the completion of sludge removal work; and
- Demobilization of equipment, materials, and labor.

Construction Management

GZA will serve as construction manager for this work. A GZA representative will be on site daily with our subcontractor to coordinate, oversee, and monitor the sludge removal and restoration activities. GZA's responsibilities will include:

- Managing the project schedule;
- Coordination and communication with The Town of Exeter project manager and facility personnel regarding schedule, access, and project status updates;
- Pre-construction and daily tailgate health and safety meetings;
- Oversight of activities for general compliance with codes and regulations;
- Coordination of disposal activities including execution of shipping documents by the Town of Exeter; and
- Documentation of sludge removal and restoration activities.

TASK 3 – AS-BUILT SURVEY

GZA will retain the services of a registered New Hampshire licensed survey contractor to perform a final As-Built survey. The final As-Built survey scope of work includes all labor, materials and equipment to provide an As-Built survey to locate topographic features including; structures, edge of Water Works Pond Road, edge of Wheelwright Creek, fence and gate surrounding the sludge lagoon, pumphouse structure, post sludge excavation spot elevations across the bottom of the sludge lagoon, culverts (size, type and invert), observable utilities and 1-foot contours. GZA will provide an As-Built drawing showing the topographic features surveyed and the contours within the limits of work.

TASK 4 – PROJECT CLOSURE REPORT

Following the completion of sludge removal and site restoration activities, GZA will prepare a project closeout report including the following items: documentation of the sludge removal and site restoration activities including dates of work, work procedures, pre-characterization sample results, sludge disposal documentation, and other relevant project information; the As-Built plan; and a photographic log.

ASSUMPTIONS

Our Scope of Work described above, and budget presented below are based on the following assumptions:

1. The Town of Exeter will provide GZA and our subcontractor unrestricted access to the sludge lagoon throughout the sludge removal, loadout, and site restoration activities;
2. The existing water within the sludge lagoon will be drained by the Owner prior to mobilization to the Site and no new off-site water will be added during construction activities. Residual water within the sludge lagoon and rainwater will be managed by GZA's subcontractor;



3. The sludge can be removed from the lagoon with common excavation equipment without encountering a lagoon liner;
4. An authorized representative from the Town of Exeter will be available to sign waste profile and shipment documents as Generator;
5. Power and water sources are available at the Site for use throughout the sludge removal and restoration work;
6. Termination of any utilities found during the work within the sludge lagoon are not included;
7. The thickness of sludge to be removed is no greater than 5 feet; and
8. The sludge will be accepted by Casella at their North Country facility in Bethlehem, New Hampshire (North Country) as alternative daily cover (ADC). If required, based on the inability to meet ADC acceptance criteria, we have provided a contingency cost for the sludge to be disposed of at Waste Management’s Turnkey facility in Rochester, New Hampshire (TREE) as waste material. If the sludge is required to go for disposal at TREE or is not accepted into TREE, GZA will contact you to discuss the alternative disposal requirements.

SCHEDULE

GZA is prepared to begin coordination work on this project upon receipt of an executed agreement. Analytical results will be available from the laboratory within 10 working days after sampling at which time we will begin coordination for sludge disposal. Upon acceptance of the sludge at the disposal facility, we will coordinate crews to the Site. Crews are currently booking three to five weeks out. We anticipate mobilization, temporary controls, tree clearing, pruning of vegetation, widening of gate and fence is expected to take one week. We anticipate sludge removal, load-out of sludge and Site restoration, and the field work for the as-built survey can be completed in three weeks. Our closeout report will be delivered within four weeks of receipt of waste disposal documentation.

BASIS OF BILLINGS

Services will be provided on the following unit rate basis and the attached Schedule of Fees. The estimated cost of the services described above is broken down by task below:

Task	Estimated Cost
Task 1 – Project Coordination and Sludge Pre-Characterization	\$7,850.00
Task 2 – Sludge Removal, Transportation and Disposal	
- Mobilization, site preparation, sludge removal, restoration, and construction management.	\$139,175.00
- Stabilization of Sludge at unit rate of \$26.50/ton.	\$18,417.50
- Loading, transportation and disposal of sludge as Alternative Daily Cover at North Country Landfill at unit rate of \$112/ton. Estimated quantity of 695 tons.	\$77,840.00
- Contingency rate for sludge disposal at TREE if not accepted at Alternative Daily Cover at North Country Landfill is \$145/ton.	--
Task 3 – As-Built Survey	\$2,550.00
Task 4 – Closeout Report	\$4,025.00
Total	\$249,857.50



This cost is based on the anticipated Scope of Work outlined above, which represents our present judgment as to the level of effort requested. If conditions vary from those assumed in this proposal that may affect schedule or costs, GZA will contact the Town of Exeter immediately to discuss.

Invoices for our services will be mailed to the address presented above. Should your billing address be different, please notify the undersigned so that appropriate changes can be made.

CONDITIONS OF ENGAGEMENT

GZA will complete this project in accordance with the terms set forth in the attached Terms and Conditions for Professional Services (08/08 Edition/05-9011)

ACCEPTANCE

This proposal may be accepted by signing in the appropriate spaces below and returning one complete copy to us. The executed agreement must be received prior to the initiation of the services described above. Issuance of a purchase order implicitly acknowledges acceptance of the above-referenced Conditions of Engagement. This Proposal for Services and Conditions of Engagement shall constitute the entire agreement between the parties.

We look forward to assisting the Town of Exeter with this project.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

Handwritten signature of Rebecca B. Cox in black ink.

Rebecca B. Cox
Senior Project Manager

Handwritten signature of Stephen M. Raymond in black ink.

Stephen M. Raymond
Principal

Handwritten signature of Jeffrey D. Rowell in black ink.

Jeffrey D. Rowell, P.E.
Consultant/Reviewer

RBC/SMR/JDR: sjb

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Attachments: Schedule of Fees (NNE270)
Terms and Conditions for Professional Services (08/08 Edition/05-9011)



This Proposal for Regulatory Compliance Services, Schedule of Fees (NNE270) and the Terms and Conditions for Professional Services (08/08 Edition/05-9011) are hereby accepted and executed by a duly authorized signatory, who by execution hereof warrants that he/she has full authority to act for, in the name of, and on behalf of the Town of Exeter.

Town of Exeter

By: _____ Title: _____
for Town of Exeter

Typed Name: _____ Date: _____

Billing Address (if different from above): _____

**GZA GEOENVIRONMENTAL, INC.
GZA GEOENVIRONMENTAL OF NEW YORK, P.C.
PALMERTON GROUP, LLC**

SCHEDULE OF FEES

FOR PROPOSAL FOR SERVICES DATED April 19, 2021 FILE NO. 04.P000069.21R

<u>LABOR</u>	<u>Per Hour</u>
Principal	\$230.00
Associate Principal	\$210.00
Technical and Support Personnel	2.7 times Payroll Cost
Outside Services and Subcontractors	Cost Plus 15%
Expenses	Cost Plus 15%

The above rates for technical and support personnel will be charged for actual time worked on the project, including time required for travel from company office to job or meeting site and return. For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.

Overtime work by "Non-Exempt" personnel will be billed at 1.5 times the standard rate.

A fifty percent (50%) premium will be added to the above rates for expert witness and other special services.

The above-listed rates are valid for the calendar year in which the work is performed. GZA reserves the right to modify this rate schedule on an annual basis to reflect changes in employee compensation and Client acknowledges that labor rates may change during the execution of this project.

EXPENSES

- *Rental of specialized field or monitoring equipment and vehicle charges based on standard unit prices*
- *Transportation, lodging and subsistence for out-of-town travel*
- *Printing, reproduction, plotting, and wide-format scanning*
- *Express mail and shipping charges*
- *Personal vehicle travel for projects at IRS rates*
- *Long distance, local and cellular telephone, facsimile and postage (via U.S. Postal Service) are included in a flat rate Communication Fee of 3 percent per invoice on labor only*

INVOICES

GZA will submit invoices periodically and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice any time your payment is overdue on this or any other project.

BUDGETS

The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a substantial budget variance to be 15% and we will not exceed this variance without notifying Client.

RETAINER

Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2018 by GZA GeoEnvironmental, Inc.

Client ("You"): Exeter Public Works

Proposal No: 04.P000069.21R

Site: Exeter, New Hampshire

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care.** GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.



- 5. Right of Entry.** You grant GZA and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for GZA to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the site owner related to alleged trespass by GZA or its subcontractors.
- 6. Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**
- 7. GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 8. Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. GZA will not have responsibility for or control of the site or of operations or activities at the site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.
- 9. Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities or the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 10. Changed Conditions.**

 - a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
 - c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 11. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.



12. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

13. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

14. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. GZA will furnish you certificates of such insurance on request.

15. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

16. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

17. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.



- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

Bond Resolutions – FY21 Bond Sale Salem Street Project, Lagoon Cleaning

TOWN OF EXETER, NEW HAMPSHIRE
(the "Issuer")

CERTIFICATE OF VOTE REGARDING AUTHORIZATION
OF BONDS AND APPROVAL OF
LOAN AGREEMENT WITH THE NEW HAMPSHIRE MUNICIPAL BOND BANK

I, the undersigned Clerk of the Issuer, hereby certify that a meeting of the Governing Board of Issuer (the "Board") was held on June 7, 2021. A quorum of the Board was in attendance and voting throughout.

I further certify that there are no vacancies on the Board, that all of the members of the Board were duly notified of the time, place and purposes of said meeting, including as one of the purposes the authorization of bonds and the approval of a Loan Agreement between the New Hampshire Municipal Bond Bank (the "Bond Bank") and the Issuer.

I further certify that the following is a true copy of resolutions unanimously adopted at said meeting:

RESOLVED: That under and pursuant to the Municipal Finance Act, Chapter 33, N.H.R.S.A., as amended, the New Hampshire Municipal Bond Bank Law, Chapter 35-A, N.H.R.S.A., as amended, and other laws in addition thereto, and to votes of the Issuer duly adopted on March 9, 2021 under Articles 3 and 5 of the Warrant for such annual meeting of the Issuer there be and hereby is authorized the issuance of a \$7,700,000 Bond of the Issuer (the "Bond") which is being issued by the Issuer for the purposes of financing (i) the design and construction of water, sewer, drainage, road, and utility improvements in the Salem Street area (\$5,100,000) and (ii) the removal of sludge from the wastewater lagoons at 13 Newfields Road (\$2,600,000).

The Bond shall be dated as of its date of issuance, shall be in such numbers and denominations as the purchaser shall request, shall mature in accordance with the schedule set forth in Exhibit A to a certain Loan Agreement hereinafter described (the "Loan Agreement"), shall bear a net interest cost rate (as defined in the Loan Agreement) of two and a half percent (2.50%) per annum or such lesser amount as may be determined by a majority of the Board. The Bond shall be substantially in the form set forth as Exhibit B to the Loan Agreement and otherwise shall be issued in such manner and form as the signatories shall approve by their execution thereof.

RESOLVED: That the Bond shall be sold to the Bond Bank at the par value thereof plus any applicable premium.

RESOLVED: That in order to evidence the sale of the Bond, the Treasurer of Issuer and a member of the Board are authorized and directed to execute, attest and deliver, in the name and on behalf of the Issuer, a Loan Agreement in substantially the form submitted to this meeting, which is hereby approved, with such changes therein not inconsistent with this vote and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers shall be conclusively evidenced by the execution of the Loan Agreement by such officers.

RESOLVED: That all things heretofore done and all action heretofore taken by the Issuer and its officers and agents in its authorization of the project to be financed by the Bond are hereby ratified, approved and confirmed.

RESOLVED: That the Clerk and the signers of the Bond are each hereby authorized to take any and all action necessary and convenient to carry out the provisions of this vote, including delivering the Bond against payment therefor.

RESOLVED: That the useful life of the project being financed is in excess of fifteen (15) years.

I further certify that said meeting was open to the public; the aforesaid vote was not taken by secret ballot nor in executive session; that the votes were taken by roll call if the meeting was held remotely/virtually and in accordance with Governor's Order #12; that notice of the time and place of said meeting was posted in at least two (2) appropriate public places within the territorial limits of the Issuer, or published in a newspaper of general circulation in said area, at least twenty-four (24) hours, excluding Sundays and legal holidays, before said meeting; that no deliberations or actions with respect to the vote were taken in executive session; and that the minutes of said meeting have been promptly recorded and have been or will be made open to inspection within one hundred forty-four (144) hours of said meeting, all in accordance with Chapter 91-A, N.H.R.S.A., as amended.

I further certify that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

WITNESS my hand and seal of the Issuer this _____ day of _____, 2021.

CLERK OF ISSUER

(SEAL)

Tax Abatements, Veterans Credits & Exemptions

List for Select Board meeting June 7, 2021

Yield Tax		
Map/Lot/Unit	Location	Amount
13-3	115 Beech Hill Road	101.27

Permits And Approvals



EXETER FIRE DEPARTMENT

20 COURT STREET • EXETER, NH • 03833-3792 • (603) 773-6131 • FAX 773-6128

www.exeternh.gov

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

INTEROFFICE MEMORANDUM

TO: RUSS DEAN, TOWN MANAGER
FROM: JUSTIN PIZON, ASSISTANT FIRE CHIEF
SUBJECT: NEW PRIVATE WAY - KENMORE COURT
DATE: JUNE 4TH, 2021

Russ,

Can you please add this to the Select Board packet for the upcoming meeting being held on Monday, June 7th?

Matthew Healy, owner of 7 Oak Street, had previously been approved for a second, 2 unit building, on their property (Map 63, Lot 221). Matthew has since contacted this office requesting new addressing for this structure. Currently, there are no available addressing numbers on Oak Street to accommodate this request. After consulting with the Department of Safety, a private way was recommended.

Mr. Healy presented several names for consideration. The names were vetted at both the state and local level, with Kenmore Court being chosen.

Please accept this letter as a request for the Select Board to formally approve the following addressing:

1 Kenmore Court, Unit A & Unit B, Exeter NH 03833 (map included for reference purposes).

Once approved all notifications to the appropriate agencies will be made.

Thank you,

Justin



- Parcels
- NH Highways
- Interstate
- US Highway
- State Highway
- Town Boundary
- Abutting Towns
- Streets (Updated Feb 2015)
- Misc Streams
- Parcel Streams
- Open Water
- Buildings

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

160 320 ft

Printed on 06/04/2021 at 09:56 AM

Exeter MapsOnline

Correspondence



Pam McElroy <pmcelroy@exeternh.gov>

Swasey parkway

2 messages

Randi Moran <randimoran24@gmail.com>

Fri, Jun 4, 2021 at 9:18 AM

To: pmcelroy@exeternh.gov

Hi just wondering if the parkway is going to be opened backed up for the people that can't walk that have lived in town all their lives and enjoyed looking at the river driving through the parkway. If at worsted make it a one way? Thank you...

Pam McElroy <pmcelroy@exeternh.gov>

Fri, Jun 4, 2021 at 9:20 AM

To: Randi Moran <randimoran24@gmail.com>

Thank you for your email, Mr. Moran. I will forward it to the Select Board.

Have a good day.

[Quoted text hidden]

--

Pam McElroy

Town of Exeter

Executive Assistant, Town Manager's Office

603-773-6102

Human Services Administrator

603-773-6116

Exeter Farms Homeowners' Association, Corporation

May 20, 2021

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

Dear Mr. Dean:

SUBJECT: EXETER FARMS HOMEOWNERS' ASSOCIATION, BOARD OF DIRECTORS & OFFICERS

This letter is to inform the Town of Exeter of the recent changes to the Exeter Farms Homeowners' Association (EFHA) Board of Directors and Officers. BOD members and Officers will serve through April 2022.

The following homeowners have volunteered to represent the Exeter Farms Subdivision.

EFHA BOARD OF DIRECTORS 2021-2022

Matthew Rigatti, President
Shane Hochstetler, Vice President
Brock Rutter, Secretary
Eugene Lambert, Treasurer
Ian Cannon, Director
Brian Davis, Director
Joseph Stagnone, Director

The EFHA requests that distribution of this letter be made to appropriate town officials in order that any business regarding the Exeter Farms Subdivision may be addressed with the new directors.

Sincerely,



Matthew Rigatti, President
Exeter Farms Homeowners' Association

Town Manager's Office

JUN 4 2021

Received