

Select Board Meeting
Monday, November 1st, 2021, 6:35 p.m.
Nowak Room, Town Offices
10 Front Street, Exeter NH 03833

Meeting in the Nowak Room at the Town Office Building. For virtual access, see instructions below.

Watch this meeting on Channel 22, or EXTV Facebook <https://www.facebook.com/ExeterTV>, or YouTube <https://www.youtube.com/c/ExeterTV98>.

To access the meeting via Zoom, click this link: <https://exeternh.zoom.us/j/86041365262>

To access the meeting via telephone, call +1 646 558 8656 and enter Webinar ID 860 4136 5262

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. Board Interviews – Heritage Commission
3. Non-Public Session
4. Public Comment
5. Proclamations/Recognitions
 - a. Proclamations/Recognitions
6. Approval of Minutes
 - a. Regular Meeting: October 18th, 2021
7. Appointments
8. Discussion/Action Items
 - a. COVID 19 Updates – Chief Wilking and Health Officer Murray
 - b. CATV Fund Equipment Request and Fund Update – Bob Glowacky
 - c. Tree Ordinance Second Reading
 - d. Riverwoods Tax Agreements 2021
 - e. Outdoor Dining Ordinance First Reading
 - f. Municipal Station Agreement – NNEPRA & Amtrak
 - g. Cemetery Setback Request: 37 Linden Street
9. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report
 - d. Select Board Committee Reports
 - e. Correspondence

10. Review Board Calendar
11. Non-Public Session
12. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted: 10/29/21 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

Board Interviews



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

Interview w/SB
 11/1/21 6:35 pm

**Statement of Interest
 Boards and Committee Membership**

Committee Selection: Heritage Commission

New Re-Appointment Regular Alternate

Name: Pamela Rogers Email: progerslaw@aol.com

Address: 24 Willey Creek Rd. #203, Exeter Phone: cell-978-420-6941

Registered Voter: Yes No

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

I have lived in or near Exeter since I was a teenager. The town's history has always been important to me. Many years ago, I was on the board of directors for the American Independence museum. That experience was exceptional and I thoroughly enjoyed being involved. I would like to continue to preserve our town's prestigious history.

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

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

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

I certify that I am 18 years of age or older:

Signature: Date: 10-20-21

To be completed by Select Board upon appointment:

Date Appointed: _____ Term Ending: _____ Full: _____ Alternate: _____

PAMELA L. ROGERS, ESQ.

24 Willey Creek Rd, Unit 203, Exeter, NH 03833 • (978) 420-6941 • progerslaw@aol.com

PROFESSIONAL SUMMARY

Highly skilled, licensed attorney with over 20 years in private practice with extensive litigation experience in both state and federal courts and counseling clients to ensure protection of legal rights. Has handled over 6,000 criminal cases in career to date. Diagnose case issues and formulate defense strategy with a proven ability to present legal statements clearly and concisely in written and oral form. Committed to public service, zealous advocacy for the constitution and a client's rights and abide by ethical guidelines of the court system through extensive knowledge of criminal procedure, rules and regulations. Manage business utilizing an entrepreneurial style as well as through team collaboration with an innate ability to establish relationships and rapport with experts, judges, fellow attorneys, courtroom personnel and clients with integrity and within approved boundaries. Supervising Attorney for the Essex County Bar Advocates, the private counsel division of the Committee for Public Counsel Services. The SA job entailed mentoring 200 attorneys, teaching legal seminars, evaluating attorney performance and dealing with court and disciplinary issues.

Licensed in Massachusetts on June 12, 2001 – Admitted by Examination

Licensed in New Hampshire on April 15, 2008 – Admitted by Motion

PROFESSIONAL EXPERIENCE

The Law Office of Pamela L. Saia, P.C.

Haverhill, MA

Private practice law office with main practice area involving criminal defense licensed to practice in Massachusetts and New Hampshire (currently inactive status-in good standing).

Principal – Attorney

June 2001 – Present

Deliver aggressive representation to clients in and out of the courtroom with concentration in criminal defense. Develop and enact plans for representing each client's constitutional rights and follow requirements for clients with charges ranging from misdemeanors to major felonies with extensive experience challenging probation violation, dangerousness and competency hearings. Manage multiple tasks on a daily basis including all business, legal, client interaction and litigation within the parameters of procedure and law. Conduct discovery including pre-trial investigations, document requests, depositions and witness interviews from initial charges to trial and manage third party teams including Private Investigators, Information Technology (IT) professionals and expert witnesses for evidence-based testimony. Work cross functionally with court judges, clerks and related staff as well as with each client to build relationships and rapport in alignment with procedural initiatives.

- Represent 40 to 60 active cases daily and over 300 cases annually and in court 5 days per week; generate 15 to 20% repeat business.
- Selected as a member of the Essex County Bar Advocate program in 2001 as an independent contractor to the Public Defender's office; represent indigent clients in criminal cases. Assigned to Lawrence District Court, Haverhill District Court and the longest standing female attorney in the County on the Superior Court Panel.
- Sustain annual continual education requirements for both MA, which requires six 1 ½-hour seminars annually and NH, which requires 2 full days of education.
- Teach 2-4 legal seminars a year to the Essex County Bar Advocate Association and the Massachusetts Bar Association.
- Coached the nationally ranked Massachusetts School of Law American Trial Lawyers Association competition teams from 2002 to 2004.

EDUCATION

- University of New Hampshire Law School** **Concord, NH**
LLM – Intellectual Property
- Intellectual Property Masters of Law Program
 - Concentration on Trademarks, Copyrights, Licensing and IP Crime
- National Criminal Defense College** **Macon, GA**
- Completed a rigorous two-week training session led by Federal defenders from across the country.
- Massachusetts School of Law** **Andover, MA**
Juris Doctor
- Rollins College** **Winter Park, FL**
Bachelor of Arts – Art History

PROFESSIONAL & PUBLIC SERVICE ASSOCIATIONS

- Member, United States District Court of New Hampshire, Sept. 2011*
Member, State Bar Association of New Hampshire, Apr. 2008
Member, State Bar Association of the Commonwealth of Massachusetts, June 2001
Member, United States District Court of Massachusetts, June 2001
Essex County Bar Advocates Member, June 2001
National Association of Criminal Defense Lawyers Member, June 2001
New Hampshire State Representative – District 22, Jan. 2001 to Dec. 2002
Board of Directors – The Gettysburg Foundation – Feb. 2018–Oct. 2019
Board of Trustees Member – American Independence Museum, 2012-2013
Daughters of the American Revolution – Exeter Chapter Member, 2006-Present
St. Vincent DePaul Food Pantry, Exeter, NH – Board member 2014-2016
Dual Citizen of the United States of America and Ireland

Proclamations/Recognitions

Minutes

**Select Board Meeting
Monday October 18, 2021
6:30 PM
Nowak Room, Town Offices
Draft Minutes**

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Niko Papakonstantis, Lovey Roundtree Oliff, and Town Manager Russ Dean were present at this meeting. Daryl Browne, were not present. The meeting was called to order by Mr. Papakonstantis at 6:30 PM. The Board went downstairs to conduct interviews.

2. Board Interviews

- a. Herb Moyer for the Communications Advisory Committee
- b. Kyle Welch for the Conservation Commission
- c. Stephanie Marshall for the Community Power Aggregation Committee

The Board reconvened at 7:03 PM.

3. Public Comment

Ms. Oliff said she's gotten a lot of questions about trash issues at Brookside Drive. Could the DPW address this issue? Mr. Dean said he was contacted by Great North Management. They don't qualify for trash or bulky item pickup. They are planning to put up "no dumping" signs. The DPW is conscious of the places that don't do bulky item pickup and would not sell stickers to residents of those places. The condo organization may come in and talk to the Board at a future meeting.

4. Proclamations/Recognitions

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

5. Approval of Minutes

- a. Regular Meeting: October 4, 2021

MOTION: Ms. Gilman moved to approve the minutes of October 4, 2021 as presented. Ms. Cowan seconded. Ms. Oliff abstained as she was not present on October 4th, and the motion passed 4-0-1.

6. Appointments and Resignations

MOTION: Ms. Gilman moved to accept the resignation of Amy Farnham from the BRC, effective October 12, 2021. Mr. Browne seconded. All were in favor and the motion passed 5-0.

7. Discussion/Action Items

- a. FD Donation

Assistant Fire Chief Justin Pizon and Marissa Spinney, a Firefighter Paramedic and the overseer of Exeter Fire Fighters Toy Bank, were present to discuss a \$500 donation. Mr. Pizon said he went to an event in Portsmouth and won a \$500 cash raffle which was donated by Pritchard Electric Vehicles. The

Department wants to use the donation for the Exeter Firefighters Toy Bank. They're asking the Board to accept that donation. Mr. Papakonstantis asked if it needs a motion, and Mr. Dean said no, but the Board could make a motion as a symbolic thank you.

MOTION: Ms. Oliff moved to accept the \$500 donation from Pritchard Electric Vehicles. Ms. Gilman seconded. All were in favor and the motion passed 5-0.

b. Age Friendly Communities Survey

Greg Bisson and David Tovey of Parks and Rec were present to discuss the proposed survey. Mr. Tovey said the Department was approached the Rockingham Planning Commission (RPC) to see if the town would participate in a "Planning for Age-Friendly Communities in Rockingham County" survey. RPC got a grant from Tufts and will be working with Meals on Wheels and AARP on this project. RPC is looking for 6 - 8 communities to participate, which would mean forming a local steering committee composed of staff and residents and conducting a community-wide survey of older adults to get their input on the community and unmet needs. After compiling the results, we would have a community forum to share the information, and finally create a formal assessment to hand off to the regional steering committee. The Rec Advisory Board endorsed moving forward. RPC would like the town to formally endorse the Department to represent the town and participate in this survey.

Ms. Gilman said it's a great idea. Because of Covid, we have gone off course with Senior activities and programming. Now with vaccinations, we can go back to running programs. Having this survey will catch more than the congregate living communities, and will include populations they have trouble getting information from.

Ms. Cowan said she worked for the AARP, and the "aging in place" component is important in caregiving, taxes, prioritizing projects, and proper planning. She's excited for this collaboration.

MOTION: Mr. Browne moved to endorse the Parks and Rec Department to participate in the RPC Age-Friendly Community Survey. Ms. Gilman seconded. All were in favor and the motion passed 5-0.

c. Parking Lease Agreement - 10 Hampton Road

Mr. Bisson said the current owner of 10 Hampton Road approached us about signing a parking lease. After the newspaper article came out about the potential purchase, people thought we had already purchased the property, and 30-50 cars were parking there daily. To protect the town and himself, the current owner, Phil Dean, asked us to enter into an agreement for \$1 [this figure corrected below] a month to add him to the town's liability insurance. He's amenable to having people use the parking lot in specific hours: it will be staff only from 7 AM to 3 PM, and open to participants from 5 PM to dusk weekdays, 8 AM to dusk on weekends. Mr. Papakonstantis asked if there would be signage, and Mr. Bisson said yes, it will describe the specific hours.

Mr. Dean said it says in the lease \$100/month, not \$1. Mr. Bisson said yes, \$100 is the correct amount. Ms. Gilman asked if the lot will be roped off to define the parking spaces, and Mr. Bisson said yes. Mr. Papakonstantis asked where the funds will come from, and Mr. Bisson said the Rec Revolving Fund. Mr. Dean said this has been reviewed by Legal and Primex.

MOTION: Mr. Browne moved to approve the parking lease agreement at 10 Hampton Road for \$100/month and authorize the Town Manager to sign the lease agreement. Ms. Gilman seconded. All were in favor and the motion passed 5-0.

d. Riverwoods Tax Agreements

Justine Vogel, the CEO of Riverwoods; Deborah Riddell, the Executive Director of Riverwoods; and Sharon Somers, legal counsel, were present to discuss the Riverwoods tax agreements.

Attorney Somers said in 1992, prior to the creation of Riverwoods, the NH Legislature gave partial exemption for certain real estate taxes defined as "charitable." One of those uses is housing provided to the elderly, if the owner can show that they are charitable. "Charitable" is that the organization which operates it is a 501-c-3, which Riverwoods is, and is organized and administered for a charitable purpose to meet the needs of aged individuals. The revenue from the independent living units subsidizes the cost of assisted living and health care. There's a spectrum of cost sharing in the financial operations. The structure of this, corporate and financial, does have a charitable nature. Riverwoods meets all of the qualifications. Riverwoods has been in a long-term arrangement with Exeter since 1994, and we believe it works and the arrangement should continue.

Ms. Vogel said Riverwoods has a commitment to the residents. There are 392 independent apartments, about 83 of which are "mission" apartments which are subsidized. Everyone in the health center is subsidized. That's how Riverwoods thinks about charity.

Mr. Browne asked if there is a base cost to enter those subsidized apartments. Ms. Vogel said those folks still pay an entrance fee and a monthly service fee. Actuaries look at the projected cost and revenue, and those residents would never pay as much as they are expected to receive. 5 - 7 people have run out of funds and are receiving services for free. There are 150+ health care units, and all are subsidized to some degree. Mr. Browne asked if Riverwoods receives federal subsidies. Ms. Vogel said they don't participate in Medicaid, but do receive Medicare, for 4 - 5 people typically. Mr. Browne asked about the entry fee, and Ms. Vogel said a studio apartment is just under \$300,000, 90% of which (80% for couples) is refundable to the estate, to the largest cottage at about \$800,000. Some entrance fees are 50% refundable or have a declining balance. There's also a monthly service fee, which pays for utilities, socialization, one meal a day, educational opportunities, property taxes, and the right to receive health care services at no cost to the public. Mr. Browne

asked whether the monthly fee is adjustable, and Ms. Vogel said yes, it's adjustable yearly.

Ms. Gilman said she appreciates that this year it's all in one agreement, rather than separate agreements as in previous years.

Mr. Browne said he'd like time to go over the agreements. Ms. Oliff said she's fine waiting to approve the agreements. Ms. Gilman said she's done this many times, so she would like to go forward. Mr. Dean said we typically have these in place by the time we set our tax rate, so doing it November 1st would be ok, but that's a tight window. Mr. Papakonstantis said we should submit any questions for Riverwoods in writing so they don't have to come back. The matter was tabled until the November 1st meeting.

e. **CATV Contract Update - Kate Miller**

Attorney Miller said she has been working on the Comcast Cable TV franchise renewal for about 5 years, and it's ready to wrap up. The town has a cable TV franchise; it's not an exclusive agreement, but any cable company in town must have an agreement to the rights of way. Comcast first came in the early 1990s. The contract expired in 2017, and it's been in extension mode since then. In 2019. There was an FCC change on the way some services that are provided by the cable TV company. These services are now going to be considered part of the franchise fee, but at the marginal cost to Comcast to provide the services. The fee is at 5%, so it's important to figure out which services we want to retain. We're looking at which facilities are currently using the services. We need at least one for the studio at the Town Offices to monitor what's going out on the Exeter TV Channels. The schools are probably using it less, we're tracking that down.

She's proposing an amendment to the franchise agreement instead of a full rewrite. The economics of Cable TV have changed, and many people are using streaming services on the internet instead. Cable TV companies may want to shed their Cable franchises and just provide internet. She's recommending that towns enter lengthy agreements, ie 10 years, which also been working with Atlantic Broadband, which has started to move into some towns that Comcast is in to provide competition. They haven't finalized their plans for 2022 and 2023, but they'd be interested in considering Exeter. That would give subscribers a choice for their Cable and Internet services. The law in NH asks that we have similar agreements, so if we have a 5% fee with Comcast, it would be a 5% fee with the new company. The franchise fee would be spread out over the two companies, so it wouldn't mean more money for the town. In the past, if companies have gone out of business, other companies have come in and bought up the agreements, so it's unlikely that the town would go without services.

MOTION: Mr. Browne moved to support an amendment and to carry the current 10 year Cable TV Franchise agreement with Comcast. Ms. Cowan seconded. All were in favor, and the motion passed 5-0.

f. Fund Balance Discussion

Mr. Dean put together information for the Board on the amount of unassigned fund balance that could be applied to lower the town's share of the tax rate. He recommends \$800,000 of the \$5.742M available. The Board's policy is to keep the fund balance return between 5-7%, and this would be 8%. This will result in a tax rate of \$5.77 per thousand, decrease of 14 cents per thousand from 2020, which would be a decrease of \$43 for \$300,000 home. The town share of the tax is 24%; the school tax and state education tax may raise the overall rate. There will be additional Meals and Rooms Tax revenue, a \$400,000 gain. The surplus from Health Trust is \$256,000 and there's a Primex surplus dividend.

Mr. Browne asked about War Service Credits, and Mr. Dean said that a qualifying veteran receives \$500 off their property tax bill. We have to account for that in the \$5.77. He thinks it's for wartime veterans only.

Mr. Dean said managing fund balance appropriately helps with our bond rating.

MOTION: Ms. Gilman moved to use \$800,000 from Fund Balance to lower the town's share of the 2021 tax rate. Ms. Cowan seconded. All were in favor and the motion passed 5-0.

g. Select Board Report on Committees

Mr. Papakonstantis said he and Ms. Oliff looked at existing committees and their goals, and put together several recommendations. We looked at issues such as term limits, new member/appointee orientation, meeting frequency, and attendance. Currently all committee and board members are appointed by the Select Board except where RSAs prohibit it. Most appointments are made for finite terms. He reached out to other communities, no comparable towns have term limits (ie, a limit on how many terms are served).

Ms. Oliff said we're interested in maintaining the knowledge base of members who have been there for years. Some committees have difficulty recruiting new members, so it would not be to our advantage to require people to step down if we don't have enough people running for committees. She thinks not having term limits is in the best interest of maintaining these committees.

Mr. Papakonstantis said regarding an attendance policy, when a term is up, the Select Board should look at what the person's attendance records are. The current policy is attending 60% of meetings, which seems too low, but anyone below that should be an automatic rationale for the Board not to reappoint that individual. Ms. Oliff said it may solve some of the attendance issues if groups meet less frequently or if the meetings have clear goals.

Ms. Gilman said the Planning Board had an informal process of having a full member serve two terms and then rotate to an alternate position. Ms. Cowan said they should ask the boards if that would be helpful. If the Planning Board doesn't train new people, there will be no board.

Ms. Gilman said appointing is easier than electing all the positions, especially if they need to fill a position mid-year.

Mr. Dean said if an alternate is not participating as a voting member, that might factor into the alternate's attendance. Is the expectation that those members are attending 60%+ of the time? Mr. Papakonstantis said that at the Planning Board, the alternates were actively participating, just not voting.

Mr. Papakonstantis said that newly appointed members should have an orientation, perhaps meeting with someone like the Assistant Town Manager and the Chair of the Committee, within the first 30 days. This would include newly elected Select Board members. Mr. Dean said when members are appointed to the Planning Boards, there's a process within the Planning Department, but Ms. Roy can work with them on that. Mr. Papakonstantis said that most folks aren't aware of what they should or shouldn't be doing per RSA 91-A. Ms. Gilman said the Conservation Commission has a new member orientation package. The Heritage Commission has a package of materials including 91-A and Robert's Rules of Order.

Mr. Papakonstantis said he's heard from committees asking if the Select Board still supports their goals. If the committees bring back goals and progress to the Select Board each year, we can review and everyone is held accountable. Ms. Oliff said we should find out if the goals are achievable.

Mr. Dean said the Master Plan was adopted in 2018, and there were quite a few aspects that involve Town Committees, so we should look at whether we are in line with that document.

Ms. Cowan said there should be more opportunities to collaborate between the Boards. She asked if she should discuss with the Planning Board a rotating leadership structure.

Mr. Papakonstantis said we could consider discontinuing or consolidating Boards. Ms. Gilman said people have talked about combining Heritage and HDC, although they have different responsibilities. Mr. Papakonstantis said maybe some small committees are meeting too frequently. These committees could form subcommittees that meet to achieve specific goals.

Mr. Papakonstantis said the next step is to start talking to some Chairs and Boards and get their feedback before the end of the year.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

- i. There were no abatements or credits considered at this meeting.

b. Permits & Approvals

- i. There were no permits/approvals beyond the \$500 donation already discussed.

c. Town Manager's Report

- i. Trick or Treating is Sunday October 31st from 4 - 7 PM. Parks and Rec is hosting a Halloween Parade on Oct 30 at 10 AM.
- ii. He attended the swearing-in ceremony for Chief Wilking and other members of the FD.

- iii. He recognized Sergeant Brian Hanna for getting a \$4,000 grant for equipment.
- iv. The Salem Street Utility project is underway. They'll do the sewer on Oak Street first and move west over the next few weeks. There were some delays on Locust Street due to pipe delivery delays.
- v. The PD is continuing to work on speed surveys. They completed Elliot and Pine. He talked to the Chief about updated speed limits, and he wanted to present to the Board around Nov 22nd.
- vi. The all-day BRC meeting is this Friday starting at 8:30 AM.
- vii. There's a project off of Stoneybrook Lane in Stratham, and they may come to the Select Board to seek Water/Sewer service. He's meeting with the proponents this Wednesday.

Mr. Papakonstantis said he would like to have the Swasey Parkway next steps on the agenda for a November meeting. We should look into a warrant article before someone submits a Citizen's Petition. Mr. Dean said the Citizen's Petition Deadline for a warrant article is the second Tuesday in January. Citizen's Petitions can't be withdrawn once they're submitted.

d. Select Board Committee Reports

- i. Ms. Oliff had no meetings.
- ii. Ms. Cowan had a Planning Board meeting where they considered a couple of subdivision lot adjustments at 50 Newfields Road. That project is turning a church into 4 condo units, and had no opposition. Another church is subdividing at 12 Little River Road and selling off a portion. There was an extension of approval for the Rose Farm project after the Supreme Court found the Planning Board decision of 2017 or 2018 was valid.
- iii. Ms. Gilman had a Conservation Committee meeting, where the same project came up for a conditional use permit because some buildings will go into wetlands. They ended up tabling the project with some questions. The Heritage Commission is considering more demolitions; PEA wants to demolish 31 High Street and 8 Gilman Lane, and there will be a public hearing on it.
- iv. Mr. Browne said the Communications Advisory Committee is looking for a refreshed direction and trying to find a better time to meet. At the last meeting, they didn't have a quorum, but will be meeting this week to go over different projects.

Ms. Gilman said she heard that one committee had three members and one person remotely, which is ok with RSA, but they adjourned the meeting because they didn't think they had a quorum. NH will probably have a bill on virtual meetings this year.

v. Mr. Papakonstantis said the BRC met last Wednesday to talk about the CIP process. He was unable to attend but watched it later. There were good comments from Committee members on process.

e. Correspondence

i. A letter from Andrew Elliot re Washington Street. Chief Poulin will be presenting to the Board by Nov 22nd.

9. Review Board Calendar

a. The next meetings are November 1, 15, and 22. He'd like to try to get Swasey on the agenda Nov 1st or 15th.

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. All were in favor and the meeting adjourned at 8:44 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments

Board and Committee Appointments
November 1st, 2021

Communications Advisory Committee
Herb Moyer, term to expire 4/30/24

Conservation Commission
Kyle Welch, Alternate Member, term to expire 4/30/23

Community Power Aggregation Committee
Stephanie Marshall, term to expire 12/31/23



Discussion /Action Items

COVID 19 Updates

CATV Fund Equipment Request and Fund Update



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

To: Exeter Select Board

From: Bob Glowacky, IT/TV Technician

RE: Equipment Purchase

DATE: 10/29/2021

The Exeter TV/IT Department is requesting that the Select Board approve the purchase of a new wireless microphone system for the Nowak Room. In August and September, the current wireless system in the Nowak Room started to have issues sending and receiving signals leading to decreased audio quality for at home viewers and lower functionality for those in the room. The current system was purchased before 2017 and is unable to be upgraded with newer components to fix the transmission issues.

In the short term, we have taken our portable wireless microphone kit and installed it in the Nowak Room. By doing this, the portable system is not available for other meetings or events that happen in other town facilities such as the Wheelright Room or Town Hall. This has limited our ability to cover more government meetings and limits the availability of AV in Town Hall.

The new system would supplement the wired table microphones on the board table and would not replace those. These extra microphones are needed for boards and committees with more than seven members such as the BRC, Planning Board, Con Com, and others. They have also been crucial in enabling virtual meetings during COVID. The new system would be replacing eight (8) wireless handheld microphones with seven (7) wireless gooseneck microphones and two (2) handheld microphones. These microphones will connect into a wireless receiver which feeds into our current audio mixer and other equipment. This new wireless system will help the station future proof itself because of the interchangeable nature of components. More information about the Microflex wireless system can be found [here](#).

The Exeter TV/IT Department is requesting that \$15,669.05 be expended from the CATV Fund to purchase and install the wireless microphone system.

Regards,

Bob Glowacky
IT/TV Technician



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

To: Exeter Select Board

From: Bob Glowacky, IT/TV Technician

RE: CATV Fund Update

DATE: 10/29/2021

During the second quarter financial report presented to the Select Board on August 16th, 2021, Doreen Chester highlighted the current status of the Cable Television Revolving Fund (CATV). The report can be found on page 32 of the 08/16/21 Select Board packet. The report noted that as of June 30th, 2021, the CATV fund is running at a net deficit of \$39K when comparing expenditures to budgeted revenue. These net deficits deplete the CATV fund balance which currently sits at approximately \$63.9K as of June 30th, 2021. With our current budgets the sustainability of the fund is in question.

Starting in 2018, there were several large capital expenditures including a new TV broadcast system totalling over \$40K, new production switchers (\$10K), new cameras, etc. These capital expenditures were needed to update and replace old equipment and to be able to expand our services both on the government and public access side of Exeter TV. A majority of these capital expenditures were expected and began to chip away at the CATV fund reserves. Some capital expenditures are reoccurring such as the broadcast servers and production switchers. These expensive items need to be upgraded or replaced every 7-10 years. Broadcast servers alone range in price from \$30-70K.

Another factor is the cable franchise fees. The sole source of revenue for the CATV fund is the 5% franchise fee paid by Exeter Comcast cable subscribers. Revenue figures are listed on the next page. Half of this revenue is given to the General Fund and half to the CATV fund for its operations. From 2017 to 2020, the revenue dropped by nearly \$20K. The main driver of how much funds come in is the number of cable subscribers, however changes in the way Comcast calculates bills and other fees may also be a factor. Eventually cord cutting and broadcasters switching from traditional cable to over-the-top (OTT) or streaming services may lead to revenue drying up all together.

Year	Spending	Franchise Revenue	Deficit or Savings	Fund Balance
2011		\$120,361.00		\$3,233.00
2012		\$104,144.00		\$43,807.00
2013		\$131,081.00		\$118,687.00
2014	\$98,628.00	\$140,057.00	\$41,429.00	\$160,116.00
2015	\$99,191.00	\$147,368.00	\$48,177.00	\$208,249.00
2016	\$97,295.00	\$156,357.00	\$59,062.00	\$267,356.00
2017	\$140,491.00	\$165,574.00	\$25,083.00	\$292,438.00
2018	\$236,746.00	\$152,598.00	-\$84,148.00	\$208,290.00
2019	\$186,381.00	\$149,416.00	-\$36,965.00	\$171,676.00
2020	\$159,466.00	\$147,260.00	-\$12,206.00	\$159,469.00
2021 Estimated	\$155,588.00	\$137,500.00	-\$18,088.00	\$152,469.00

Following the second quarter financial report, IT Coordinator Andy Swanson and I met with the Town Manager and Assistant Town Manager to brainstorm a way to make the fund more sustainable. To do this without increasing funding, we are proposing to make changes to several line items to help our department refocus and maintain essential services.

One large line item we are proposing to cut is the E-Channel assessment. Sitting at around \$24K, this money covers Exeter's enrollment percentage cost of operating Blue Hawk Media (Channel 13). By paying with the CATV fund, the town gets an equivalent discount on SAU16 taxes. Cutting this item from our budget would pass this amount back onto the taxpayers, it would not lead to any budget cuts for Channel 13. We would maintain our relationship with Blue Hawk Media and the school TV studio.

Another area to consider is new capital expenditures and equipment purchases. Beyond needed equipment replacements and repairs, most new projects or expansions of services via new equipment can be paused until the fund can support such costs. Currently this would impact a proposed project in cooperation with the Library to install podcast and video equipment in the library for residents to create podcasts and video content. We were also planning on acquiring a portable multi-camera switching system to be able to increase the quality of programs outside of the Nowak Room and TV studio, but that would also be put on hold.

Possibly the largest expense to consider is that of the Exeter TV staff themselves. There are currently three Media Technicians with several more on call if needed. The fund also pays for half (50%) of the IT/TV Tech and twenty percent (20%) of the IT Coordinator salaries. Over the past few years, the hourly rate for part-time staff has increased several times to keep up with the market. In 2020, the staff were reclassified as Media Technicians and placed on the town's official pay schedule as Grade 2 employees. As the wages increased, employees started working more regular hours and the number of employees decreased from its height of five or six to its current status of three employees. Currently employees are able to work up to 29 hours per week. One possible option for lowering costs would be to limit the number of hours to 20 hours for regular employees and 10 hours for an additional employee who only covers meetings and events.

With these changes, Exeter TV would focus on prioritizing main areas of service. For Channel 22 this would mean maintaining government meeting operations at similar or current levels. On the public access side, we would prioritize resident and community group content over in-house productions. We would also continue to cover events around town and create video content that is less time consuming as opposed to more in depth productions. Productions led by Exeter TV staff, created to showcase the possibilities of public access TV, may still continue, but would be lower on our priorities. Exeter TV would shift towards being more of a platform than a content creator as we have been in recent years.

Regards,

Bob Glowacky
IT/TV Technician

Tree Ordinance Second Reading

**TOWN OF EXETER
PLANNING DEPARTMENT MEMORANDUM**

Date: October 27, 2021
To: Russ Dean, Town Manager
Exeter Select Board
From: Kristen Murphy, Natural Resource Planner
Subject: Amended Tree Ordinance

Please find the attached revised tree ordinance. This revision includes comments received at the first reading of the proposed tree ordinance during the September 27th Select Board meeting, as well as changes following legal counsel review. The primary recommendation was to modify the language so the ordinance did not apply to town rights-of-ways over private lands along town-owned roads.

The following modifications were made:

- Revised regulations to only apply to town owned property and town-owned rights-of-ways. Cemeteries and conservation lands were excluded.
- Established procedures for removal of trees along town roads that pose a safety or traffic hazard.
- Added RSA references.
- Removed extraneous text definitions for 1) easement, 2) invasive species, 3) street tree, 4) right-of-way

CHAPTER X TREE ORDINANCE

XXX AUTHORITY

This Ordinance is adopted by the Exeter Board of Selectmen pursuant to RSA 41:11 and RSA 41:11-a.

XXX PURPOSE

The purpose of this Chapter is to encourage the proper management of Public Trees within the Town of Exeter; to establish a standard of care and provide clear guidance to Town officials and Town Contractors regarding the planning, planting, preservation, maintenance, care, and removal of trees in public parks and on town-owned rights-of-way within the Town of Exeter; and to establish and assign proper authority regarding care of Public Trees on these lands within the Town of Exeter.

XXX JURISDICTION

Areas subject to the Ordinance: All streets, highways, parks, or other grounds owned by the Town, including any town-owned right-of-way along public roads ("Public Property"). This ordinance shall not apply to town-owned conservation land or cemeteries.

Activities subject to the Ordinance: Planning, planting, preservation, maintenance, care, and removal of trees in Public Property within the Town of Exeter. Any work on Public Trees shall comply with the tree regulations regardless of who performs the work.

XXX DEFINITIONS

As used in this Chapter, the following terms are defined as follows:

Caliper

Tree Caliper means an American National Standards Institute (ANSI) standard for the measurement of nursery trees and shall be used for trees under 12" in Diameter at Breast Height (DBH). The caliper measurement of a trunk shall be taken 6" above the ground for trees up to and including a 4" caliper size at that height. If the caliper at 6" above ground exceeds 4", the caliper measurement should be taken at 12" above the ground. For trees above 12" in diameter, Diameter at Breast Height (DBH) is used.

Central Leader

Referred to as the leader or dominant leader. It is a vertical continuation of the main trunk, beginning above the highest lateral branch and extending to the top of the tree.

Diameter at Breast Height (DBH)

The measurement of a tree's trunk diameter in inches at breast height (4 ½ feet above ground level at the tree's base). For trees with less than 4 ½ feet of clear trunk, the diameter shall be of the largest leader measured 4 ½ feet above ground level. For multi-trunk trees, it shall be the sum of the diameter of the individual trunks measured 4 ½ feet above ground level.

Hazard Tree

A tree or tree part that has defects or structural weaknesses that poses a high risk upon its failure of causing personal injury or death, or damage to property; public or private, and could be a threat to public passage or traffic safety.

A tree becomes a potential hazard when its woody structure is weakened by one or more defects which decrease its structural integrity and increase its potential for failure. Defects are visible signs that a tree has failed, is failing, or has the potential to fail. There are seven main categories of defects:

1. Cracks,
2. Weak branch unions,
3. Stem or branch decay,
4. Cankers, infectious disease, insect problems,
5. Dead trees, tops or branches,
6. Root problems, and
7. Poor tree architecture.

As defined by the International Society of Arboriculture (ISA), a hazard tree must meet three (3) criteria:

- (1) The tree is sufficiently large enough to cause damage should it fall;
- (2) The tree has a target that would be damaged should it fall;
- (3) The tree has a condition that would make it likely to fall.

By definition, a hazard tree = a defective tree plus a target

Note: Hazard trees within the river are addressed through the River Hazard Removal Policy (Select Board Policy 2010-01)

Memorial Tree Program

The Exeter Parks and Recreation Department's Memorial Tree Program is designed as a resource to allow residents, organizations, and businesses the opportunity to assist the Town in its beautification of public spaces with a purchase of designated trees. The Memorial Tree Program contributes to the Town's goal of increasing trees in the community through the efforts of the Tree Committee.

Through this special Exeter Parks and Recreation program, trees can also be purchased and planted in public places as living tributes to friends and loved ones or to commemorate a special occasion.

Park

An area of land owned and managed by the Town and set aside for environmental protection and/or recreation.

A list of Exeter's parks can be found [here](#).

Property Owner

A person or business entity with a legal or equitable interest in a property (as shown by the Town's Assessor's list).

Pruning

A horticultural practice of selectively cutting/removing specific portions of a tree (such as roots, buds, branches) that are dead, undesirable, or overgrown, OR trimming for healthy plant development and aesthetic purposes. Pruning can be considered preventive maintenance.

Public Property

All streets, highways, parks, or other grounds owned by the Town, including any town-owned right-of-way along public roads. For the purposes of this ordinance, Public Property does not include town-owned cemeteries or town-owned conservation land.

Public Trees

Public Trees refers to trees, shrubs, and other woody vegetation found on Public Property. This includes shade, ornamental, and forest trees or shrubs growing on any public property.

Replacement Trees

A tree or trees to be planted to replace any trees removed. The replacement trees will be nursery grown, with a preference for native trees.

Equivalent Replacement: The replacement of a removed or damaged tree to compensate for that tree's removal, or its damage, with one tree the same diameter, or a combination of smaller trees that will equal that removed tree's DBH as defined herein. Alternatively, payment of equivalent replacement value can be made to the Parks and Recreation Memorial Tree Fund.

Tree-for-Tree Replacement: Replacing a removed tree with a tree, or trees, with a minimum of two to two-and-one-half inches in cumulative trunk diameter at breast height (DBH). The Tree Warden and the Tree Committee will develop and maintain within the regulations an up-to-date list of approved trees for planting under appropriate circumstances.

Significant Trees

Significant trees, as defined in Exeter's Site and Subdivision regulations (7.4.7), are 20-inches or greater in diameter at breast height (DBH).

Tree Maintenance

Activities, equipment, plans, and provisions to keep trees alive and flourishing.

XXX TREE WARDEN

The Exeter Tree Warden is an appointed official with relevant training and/or experience, who has the authority and responsibility for maintaining Public Trees, and advising the public on matters relating to Public Trees as defined in NH RSA 231:139. The Tree Warden works with and is supported by the Exeter Tree Committee.

The Tree Warden's job may include, but is not limited to, the oversight of the following:

- Pruning of trees for health and safety;
- Spraying of trees;
- Removal of trees that are dead or dying as a result of storms, insects, disease, or old age;
- Identification of sites for planting new trees;
- Planting new trees;
- Maintaining an inventory of Public Trees;
- Supervising Town tree workers;
- Inspecting contracted tree work;
- Utility arboricultural operations;
- Assessment of trees for potential hazards to public safety.

The Technical Review Committee may request that the Tree Warden or designee provide advice on tree removal, tree selection, and placement of trees on projects that come before the Planning Board.

The Tree Warden shall advise on and help coordinate landscaping efforts on Town properties and/or within the Town's right-of-way.

XXX TREE COMMITTEE

The Exeter Tree Committee was created in 2019 as part of the Town of Exeter's efforts to be officially recognized as a Tree City. The Committee is a subcommittee of the Conservation Commission, and is made up of volunteers who will:

- Coordinate efforts in support of Exeter's Tree City USA designation;
- Aid in carrying out the provisions of this ordinance;
- Collaborate with the Tree Warden, Town departments, and other Town officials to foster a tree-rich community;
- Help monitor the health and protection of Public Trees;
- Work to update our inventory of Public Trees;
- Seek grants and secure funds to support and advance the work of the

- committee;
- Advance educational efforts to promote awareness and knowledge of the benefits of trees.

More information on the Tree Committee can be found on the Town's website under the [Conservation Commission Main Web Page](#).

More information on Tree City USA at Arborday.org can be found [here](#).

XXX PERMISSION REQUIRED

Permission must be obtained from the Tree Warden prior to doing any work related to Public Trees, or commencing any activity on Public Property that may disturb roots, trunks, or limbs of Public Trees. This can include, but is not limited to, trimming, fertilizing, planting, treating with chemicals (fertilizer, herbicides, or pesticides), and removal.

Any person engaging in the business of cutting, planting, pruning, removing, spraying or otherwise treating Public Trees must first produce evidence of certification/license to the Tree Warden or designee.

Permission for removal of a Public Tree will not be granted without first establishing an acceptable plan for replacement. The Tree Warden shall determine which replacement method (Equivalent or Tree-For-Tree Replacement) is appropriate for the given circumstance.

XXX TREE COMMITTEE CONSULTATION

A Significant Public Tree (defined as having a diameter larger than 20" DBH) may be removed only following consultation with the Tree Committee, and only after the opportunity for public input at a Tree Committee meeting, *except* where delay in the removal of the tree would pose an imminent threat to public safety or property.

Replacement plans for Significant Trees will be determined in consultation with the Tree Committee.

XXX SPONSORSHIP OF PUBLIC TREES

The sponsorship of Public Trees on Public Property by the abutting property owner is permissible and encouraged provided that the Tree Warden approves the location and selection of such trees. The selected tree or trees will be planted by the Department of Public Works, and it will be the responsibility of the abutting property owner to water the tree(s) until they have become successfully established.

*** See standards for planting and care.*

XXX TREE REMOVAL AND REPLACEMENT

The Tree Warden shall take such action necessary to order the removal of a Public Tree or trees along town-roads when necessary to preserve public safety or to prevent the spread of disease or insects to other Public Trees and places.

See Section XX Private Trees for removal of trees on private property along town roads within the Town's right-of-way.

Consultation with the Tree Committee is not necessary for trees under 20" DBH or in emergency situations when public safety, health, and welfare is at risk.

Prior to the removal of a Public Tree, a replacement plan must be approved by the Tree Warden. The plan shall identify the replacement method (Equivalent Replacement or Tree-for-Tree Replacement), planting location, and tree species. If the tree to be removed is a Significant Public Tree, the replacement plan will be determined in consultation with the Tree Committee.

When a Public Tree has been (unlawfully) damaged or destroyed, in addition to tree replacement, the responsible party shall pay for the removal and disposal of the removed tree, including the stump, and any resulting sidewalk and/or landscape repairs, and shall provide a 3-year guarantee of success. Trees that do not survive must be replaced.

XXX HARMING PUBLIC TREES

No person shall, willfully or mischievously, break down, injure, climb upon, or commit any injury to Public Trees, nor shall they interfere with the roots or place signs or posters or any other fixture on a tree using nails or other devices which may damage the tree. Removal of any guard, stake, or watering device intended for the promotion of the health and protection of a Public Tree is also prohibited.

XXX PENALTIES

Anyone who violates any provision of this ordinance, upon being found guilty of violation, shall be subject to a fine not to exceed (\$300) for each separate offense. If the injury, mutilation, or death of any Public Tree(s) is caused, the cost of repair or replacement, or the appraised dollar value of such tree(s), shall be borne by the party in violation.

XXX ENFORCEMENT

The Town Warden or designee shall have the power to promulgate and enforce regulations, rules, and specifications concerning the spraying, trimming, removal, planting, and protection of Public Trees.

XXX PRIVATE TREES

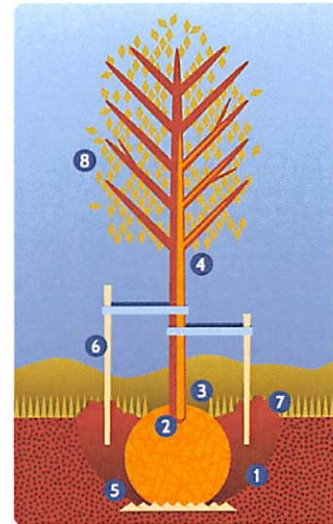
If the Tree Warden determines that a tree on private property along a town road is a public safety or traffic hazard, the Tree Warden will notify the property owner to make them aware of the problem, and alert them that immediate action must be taken to resolve the issue. If the property owner does not take corrective action within 10 days of notification, the Town Manager will be notified and the Tree Warden may take such necessary actions to ensure public safety, including removal of the hazardous tree. The lumber from any tree removed from private property shall, at the owner's option, be left on site for the owner's use.

XXX STANDARDS FOR PROPER PLANTING AND MAINTENANCE

See Exhibit A for technical planting and maintenance specifications.

The following are general planting guidelines to aid in successful tree/shrub planting and maintenance:

1. Dig a shallow, broad planting hole. The hole should be three times the diameter of the tree's root ball but only as deep as the root ball itself. It's important to make the hole wide because roots on the newly-established tree push through surrounding soil to establish.
2. Identify trunk flare. Find the trunk flare so you can determine how deep the hole needs to be for proper planting. Trunk flare is the point where roots spread at the tree base. This point should be partially visible after the tree is planted (see diagram). If the trunk flare is not visible, remove some soil from the top of the root ball.
3. Place tree at the proper height. Before placing the tree in its hole, ensure that the hole has been dug to the proper depth. Many roots on the newly-planted tree will develop in the top 12 inches of soil. If the hole is too deep, new roots will have difficulty developing from lack of oxygen. Plant the tree two to three inches above the base of trunk flare. This planting level allows for settling (see diagram). To avoid damage when setting the tree in the hole, lift it by its root ball, never by the trunk.
4. Straighten the tree. Before backfilling, check the tree from several directions to confirm that it's straight.
5. Fill the hole gently but firmly. Fill the hole about 1/3 with soil and gently but firmly pack that soil around the base of the root ball. If the root ball is wrapped, cut and remove any fabric, plastic, string, and wire from around



the trunk and root ball to facilitate growth (see diagram). Take care not to damage trunk or roots while unwrapping.

Fill in the hole, packing soil firmly to eliminate air pockets that may cause roots to dry out. Add soil a few inches at a time and settle with water. Continue until the hole is filled and the tree is firmly planted. Fertilizer isn't necessary during planting.

6. Stake the tree, if necessary. Trees establish more quickly and develop stronger trunk and root systems if they aren't staked during planting. However, protective staking may be required on sites where lawn-mower damage, vandalism or windy conditions are concerns. If staking is necessary, use two stakes in conjunction with a wide, flexible tie material on the lower half of the tree. This holds the tree upright, provides flexibility, and minimizes injury to the trunk (see diagram). Remove support staking and ties after the first year of growth.
7. Mulch the tree's base. Mulch acts like a blanket that holds in moisture, controls soil temperature extremes and prevents grass and weed competition. Choices include leaf litter, pine straw, shredded bark, peat moss, or composted wood chips. A two to four-inch layer is ideal. More than four inches may cause oxygen problems. When placing mulch, don't cover the tree trunk (it promotes decay). A mulch-free area, one to two inches wide at the base of the tree, prevents moist bark conditions and decay.
8. Follow-up care: Keep soil moist but not soaked; overwatering causes leaves to turn yellow or fall off. Water trees at least once weekly and more frequently during hot weather. When soil is dry below the surface of the mulch, it's time to water. Continue until mid-fall, tapering off for lower temperatures that require less-frequent watering.

XXX NATIVE TREES AND SHRUBS

See Exhibit B: Approved Trees and Shrubs

See Exhibit C: Prohibited Trees and Shrubs

Note: This will be updated every 5 years.

XXX FUNDING

It is the goal of the Tree Committee to work with the Town to establish a fund that will support the activities of the Committee.

This fund would cover for activities and purchases including:

- Tree work such as labeling Public Trees in Town;
- The expense of a Town arborist;
- The purchase, planting, and maintenance of new trees in public places;
- The purchase of equipment for emergency and tree maintenance work to be done in-house.

Final Draft: October 27, 2021

CHAPTER X TREE ORDINANCE

XXX AUTHORITY

This Ordinance is adopted by the Exeter Board of Selectmen pursuant to RSA 41:11 and RSA 41:11-a.

XXX PURPOSE

The purpose of this Chapter is to encourage the proper management of Public Trees within the Town of Exeter; to establish a standard of care and provide clear guidance to Town officials, ~~public utilities, arborists, and residents and Town Contractors~~ regarding the planning, planting, preservation, maintenance, care, and removal of trees in public parks and on ~~public town-owned~~ rights-of-way within the Town of Exeter; and to establish and assign proper authority regarding care of Public Trees on these lands within the Town of Exeter.

XXX JURISDICTION

Areas subject to the Ordinance: All streets, highways, parks, or other grounds owned by the Town, including any town-owned right-of-way along public roads ("Public Property"). ~~Jurisdiction may extend to portions of private property within the Town right-of-way when tree management is necessary to ensure public safety. This includes public easements along all public roads to the property line. This ordinance shall not apply to town-owned The conservation land or cemeteries Conservation Commission has its own procedures for dealing with trees on conservation land, therefore this Ordinance does not apply to Town-owned (fee owned) conservation land. Due to concerns over tree damage to headstones, Town managed cemeteries are also exempt from this ordinance.~~

Activities subject to the Ordinance: Planning, planting, preservation, maintenance, care, and removal of trees ~~in public parks and on public rights-of-way in Public Places~~ Property within the Town of Exeter. Any work on Public Trees shall comply with the tree regulations regardless of ~~whether such work involves private individuals, businesses, public utility companies, contractors, or Town officials who performs the work.~~

XXX DEFINITIONS

As used in this Chapter, the following terms are defined as follows:

Caliper

Tree Caliper means an American National Standards Institute (ANSI) standard for the measurement of nursery trees and shall be used for trees under 12" in Diameter at Breast Height (DBH). The caliper measurement of a trunk shall be taken 6" above the ground for trees up to and including a 4" caliper size at that

height. If the caliper at 6" above ground exceeds 4", the caliper measurement should be taken at 12" above the ground. For trees above 12" in diameter, Diameter at Breast Height (DBH) is used.

Central Leader

Referred to as the leader or dominant leader. It is a vertical continuation of the main trunk, beginning above the highest lateral branch and extending to the top of the tree.

Diameter at Breast Height (DBH)

The measurement of a tree's trunk diameter in inches at breast height (4 ½ feet above ground level at the tree's base). For trees with less than 4 ½ feet of clear trunk, the diameter shall be of the largest leader measured 4 ½ feet above ground level. For multi-trunk trees, it shall be the sum of the diameter of the individual trunks measured 4 ½ feet above ground level.

~~**Easement**~~

~~An agreed-upon use of land by a party other than the landowner, whereby the holder of the easement acquires only a reasonable and usual enjoyment of the property, and the owner of the land retains the benefits and privileges of ownership consistent with the easement~~

~~**Fee Owned Conservation Land**~~

~~Outright ownership of a property.~~

Hazard Tree

A tree or tree part that has defects or structural weaknesses that poses a high risk upon its failure of causing personal injury or death, or damage to property; public or private, and could be a threat to public passage or traffic safety.

A tree becomes a potential hazard when its woody structure is weakened by one or more defects which decrease its structural integrity and increase its potential for failure. Defects are visible signs that a tree has failed, is failing, or has the potential to fail. There are seven main categories of defects:

1. Cracks,
2. Weak branch unions,
3. Stem or branch decay,
4. Cankers, infectious disease, insect problems,
5. Dead trees, tops or branches,
6. Root problems, and
7. Poor tree architecture.

As defined by the International Society of Arboriculture (ISA), a hazard tree must meet three (3) criteria:

- (1) The tree is sufficiently large enough to cause damage should it fall;
- (2) The tree has a target that would be damaged should it fall;
- (3) The tree has a condition that would make it likely to fall.

By definition, a hazard tree = a defective tree plus a target

Note: Hazard trees within the river are addressed through the River Hazard Removal Policy (Select Board Policy 2010-01)

~~Invasive Species~~

~~An alien or an introduced organism that causes ecological harm, or is likely to cause harm in a new environment where it is not native. Invasive species can lead to extinction of native plants or animals, destroy biodiversity, and permanently alter habitats. The NH Department of Agriculture maintains the list of NH Invasive Species in accordance with the State Invasive Species Act.~~

Memorial Tree Program

The Exeter Parks and Recreation Department's Memorial Tree Program is designed as a resource to allow residents, organizations, and businesses the opportunity to assist the Town in its beautification of public spaces with a purchase of designated trees. The Memorial Tree Program contributes to the Town's goal of increasing trees in the community through the efforts of the Tree Committee.

Through this special Exeter Parks and Recreation program, trees can also be purchased and planted in public places as living tributes to friends and loved ones or to commemorate a special occasion.

Park

An area of land owned and managed by the Town and set aside for environmental protection and/or recreation.

A list of Exeter's parks can be found [here](#).

Property Owner

A person or business entity with a legal or equitable interest in a property (as shown by the Town's Assessor's list).

Pruning

A horticultural practice of selectively cutting/removing specific portions of a tree (such as roots, buds, branches) that are dead, undesirable, or overgrown, OR trimming for healthy plant development and aesthetic purposes. Pruning can be considered preventive maintenance.

Public ~~Places~~Property

~~All streets, highways, parks, or other grounds owned by the Town, including any town-owned right-of-way along public roads. Jurisdiction may extend to portions of private property within the Town's right-of-way easement, as defined under Private Trees below, when tree management is necessary to ensure public safety. For the purposes of this ordinance, Public ~~places~~Property does not include town-owned cemeteries or town-owned conservation land. Includes all~~

~~streets, highways, parks, cemeteries, easements, or other grounds owned by the Town. This includes public easements along all public roads to the property line. Property owners should ascertain the public easement along their property line before any tree work, including pruning, removal, or planting. Questions can be directed to the Tree Warden or the Code Enforcement Officer of the Town.~~

Public Trees and Street Trees

Public Trees refers to trees, shrubs, and other woody vegetation ~~within found on the public right-of-way or on any~~ public property Public Property. This includes shade, ornamental, and forest trees or shrubs growing on any ~~street, park, cemetery, or public place~~ property.

~~Street Trees refers to trees and other woody vegetation growing adjacent to public streets on land lying within the public right-of-way.~~

Replacement Trees

A tree or trees to be planted to replace any trees removed. The replacement trees will be nursery grown, with a preference for native trees.

Equivalent Replacement: The replacement of a removed or damaged tree to compensate for that tree's removal, or its damage, with one tree the same diameter, or a combination of smaller trees that will equal that removed tree's DBH as defined herein. Alternatively, payment of equivalent replacement value can be made to the Parks and Recreation Memorial Tree Fund.

Tree-for-Tree Replacement: Replacing a removed tree with a tree, or trees, with a minimum of two to two-and-one-half inches in cumulative trunk diameter at breast height (DBH). The Tree Warden and the Tree Committee will develop and maintain within the regulations an up-to-date list of approved trees for planting under appropriate circumstances.

~~Right-of-Way~~

~~The "legal right, established by grant or usage, to pass along a specific route through grounds or property belonging to another". It usually includes the median, utility poles, sidewalks, and the area immediately adjacent to the street.~~

Significant Trees

Significant trees, as defined in Exeter's Site and Subdivision regulations (7.4.7), are 20-inches or greater in diameter at breast height (DBH).

Tree Maintenance

Activities, equipment, plans, and provisions to keep trees alive and flourishing.

XXX TREE WARDEN

The Exeter Tree Warden is an appointed official with relevant training and/or experience, who has the authority and responsibility for maintaining Public Trees, and advising the public on matters relating to Public Trees as defined in NH RSA 231:139. The Tree Warden works with and is supported by the Exeter Tree Committee.

The Tree Warden's job may include, but is not limited to, the oversight of the following:

- Pruning of trees for health and safety;
- Spraying of trees;
- Removal of trees that are dead or dying as a result of storms, insects, disease, or old age;
- Identification of sites for planting new trees;
- Planting new trees;
- Maintaining an inventory of Public Trees;
- Supervising Town tree workers;
- Inspecting contracted tree work;
- Utility arboricultural operations;
- Assessment of trees for potential hazards to public safety.

The Technical Review Committee may request that the Tree Warden or designee provide advice on tree removal, tree selection, and placement of trees on projects that come before the Planning Board.

The Tree Warden shall advise on and help coordinate landscaping efforts on Town properties and/or within the Town's right-of-way.

XXX TREE COMMITTEE

The Exeter Tree Committee was created in 2019 as part of the Town of Exeter's efforts to be officially recognized as a Tree City. The Committee is a subcommittee of the Conservation Commission, and is made up of volunteers who will:

- Coordinate efforts in support of Exeter's Tree City USA designation;
- Aid in carrying out the provisions of this ordinance;
- Collaborate with the Tree Warden, Town departments, and other Town officials to foster a tree-rich community;
- Help monitor the health and protection of Public Trees;
- Work to update our inventory of Public Trees;
- Seek grants and secure funds to support and advance the work of the committee;
- Advance educational efforts to promote awareness and knowledge of

the benefits of trees.

More information on the Tree Committee can be found on the Town's website under the [Conservation Commission Main Web Page](#).

More information on Tree City USA at Arborday.org can be found [here](#).

XXX PERMITS / PERMISSION REQUIRED

Permission must be obtained from the Tree Warden prior to doing any work related to Public Trees, or commencing any activity ~~within-on~~ [Public Property](#) ~~the-public-right-of-way~~ that may disturb roots, trunks, or limbs of Public Trees. This can include, but is not limited to, trimming, fertilizing, planting, treating with chemicals (fertilizer, herbicides, or pesticides), and removal.

Any person engaging in the business of cutting, planting, pruning, removing, spraying or otherwise treating Public Trees must first produce evidence of certification/license to the Tree Warden or designee.

Permission for removal of a Public Tree will not be granted without first establishing an acceptable plan for replacement. The Tree Warden shall determine which replacement method (Equivalent or Tree-For-Tree Replacement) is appropriate for the given circumstance.

XXX TREE COMMITTEE CONSULTATION

A Significant Public Tree (defined as having a diameter larger than 20" DBH) may be removed only ~~with-following~~ [prior approval of consultation with](#) the Tree Committee, and only after the opportunity for public input at a Tree Committee meeting, *except* where delay in the removal of the tree would pose an imminent threat to public safety or property.

Replacement plans for Significant Trees will be determined in consultation with the Tree Committee.

XXX SPONSORSHIP OF PUBLIC TREES

The sponsorship of Public Trees ~~within-on the-P~~ [public P](#) ~~property right-of-way~~ by the abutting property owner is permissible and encouraged provided that the Tree Warden approves the location and selection of such trees. The selected tree or trees will be planted by the Department of Public Works, and it will be the responsibility of the abutting property owner to water the tree(s) until they have become successfully established.

~~(See our~~ standards for planting and care.)

XXX TREE REMOVAL AND REPLACEMENT

The Tree Warden, ~~subject to the approval of the Tree Committee,~~ shall take such action necessary to order the removal of a Public Tree or trees along town-roads when, wherever necessary to preserve public safety or to prevent the spread of disease or insects to other Public Trees and places.

See Section XX Private Trees for removal of trees on private property along town roads within the Town's right-of-way.

Consultation with ~~The approval of~~ the Tree Committee is not necessary for trees under 20" DBH or in emergency situations when public safety, health, and welfare is at risk.

Prior to the removal of a Public Tree, a replacement plan must be approved by the Tree Warden. The plan shall identify the replacement method (Equivalent Replacement or Tree-for-Tree Replacement), planting location, and tree species. If the tree to be removed is a Significant Public Tree, the replacement plan will be determined in consultation with the Tree Committee.

When a Public Tree has been (unlawfully) damaged or destroyed, in addition to tree replacement, the responsible party shall pay for the removal and disposal of the removed tree, including the stump, and any resulting sidewalk and/or landscape repairs, and shall provide a 3-year guarantee of success. ~~(Trees that do not survive must be replaced.)~~

XXX HARMING PUBLIC TREES

No person shall, willfully or mischievously, break down, injure, climb upon, or commit any injury to Public Trees, nor shall they interfere with the roots or place signs or posters or any other fixture on a tree using nails or other devices which may damage the tree. Removal of any guard, stake, or watering device intended for the promotion of the health and protection of a Public Tree is also prohibited.

XXX PENALTIES

Anyone who violates any provision of this ordinance, upon being found guilty of violation, shall be subject to a fine not to exceed (\$300) for each separate offense. If the injury, mutilation, or death of any Public Tree(s) is caused, the cost of repair or replacement, or the appraised dollar value of such tree(s), shall be borne by the party in violation.

XXX ENFORCEMENT

The Town Warden or designee, ~~in consultation with the Tree Committee,~~ shall have the power to promulgate and enforce regulations, rules, and specifications concerning the spraying, trimming, removal, planting, and protection of Public Trees.

XXX PRIVATE TREES

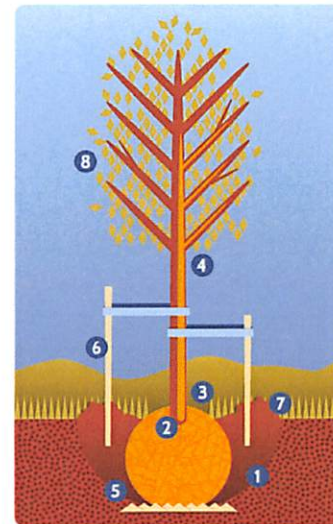
If the Tree Warden determines that a tree on private property along a town road is a public safety or traffic hazard, the Tree Warden will notify the property owner to make them aware of the problem, and alert them that immediate action must be taken to resolve the issue. If the property owner does not take corrective action within 10 days of notification~~respond, or does not take corrective action~~, the Town Manager will be notified and the Tree Warden ~~will then remove what is~~ may take such necessary actions to ensure public safety, including removal of the hazardous tree, at the owner's expense. The lumber from any tree removed from private property shall, at the owner's option, be left on site for the owner's use.

XXX STANDARDS FOR PROPER PLANTING AND MAINTENANCE

See Exhibit A for technical planting and maintenance specifications.

The following are general planting guidelines to aid in successful tree/shrub planting and maintenance:

1. Dig a shallow, broad planting hole. The hole should be three times the diameter of the tree's root ball but only as deep as the root ball itself. It's important to make the hole wide because roots on the newly-established tree push through surrounding soil to establish.
2. Identify trunk flare. Find the trunk flare so you can determine how deep the hole needs to be for proper planting. Trunk flare is the point where roots spread at the tree base. This point should be partially visible after the tree is planted (see diagram). If the trunk flare is not visible, remove some soil from the top of the root ball.
3. Place tree at the proper height. Before placing the tree in its hole, ensure that the hole has been dug to the proper depth. Many roots on the newly-planted tree will develop in the top 12 inches of soil. If the hole is too deep, new roots will have difficulty developing from lack of oxygen. Plant the tree two to three inches above the base of trunk flare. This planting level allows for settling (see diagram). To avoid damage when setting the tree in the hole, lift it by its root ball, never by the trunk.
4. Straighten the tree. Before backfilling, check the tree from several directions to confirm that it's straight.
5. Fill the hole gently but firmly. Fill the hole about 1/3 with soil and gently but firmly pack that soil around the base of the root ball. If the root ball is



wrapped, cut and remove any fabric, plastic, string, and wire from around the trunk and root ball to facilitate growth (see diagram). Take care not to damage trunk or roots while unwrapping.

Fill in the hole, packing soil firmly to eliminate air pockets that may cause roots to dry out. Add soil a few inches at a time and settle with water. Continue until the hole is filled and the tree is firmly planted. Fertilizer isn't necessary during planting.

6. Stake the tree, if necessary. Trees establish more quickly and develop stronger trunk and root systems if they aren't staked during planting. However, protective staking may be required on sites where lawn-mower damage, vandalism or windy conditions are concerns. If staking is necessary, use two stakes in conjunction with a wide, flexible tie material on the lower half of the tree. This holds the tree upright, provides flexibility, and minimizes injury to the trunk (see diagram). Remove support staking and ties after the first year of growth.
7. Mulch the tree's base. Mulch acts like a blanket that holds in moisture, controls soil temperature extremes and prevents grass and weed competition. Choices include leaf litter, pine straw, shredded bark, peat moss, or composted wood chips. A two to four-inch layer is ideal. More than four inches may cause oxygen problems. When placing mulch, don't cover the tree trunk (it promotes decay). A mulch-free area, one to two inches wide at the base of the tree, prevents moist bark conditions and decay.
8. Follow-up care: Keep soil moist but not soaked; overwatering causes leaves to turn yellow or fall off. Water trees at least once weekly and more frequently during hot weather. When soil is dry below the surface of the mulch, it's time to water. Continue until mid-fall, tapering off for lower temperatures that require less-frequent watering.

XXX NATIVE TREES AND SHRUBS

See Exhibit B: Approved Trees and Shrubs

See Exhibit C: Prohibited Trees and Shrubs

Note: This will be updated every 5 years.

XXX FUNDING

It is the goal of the Tree Committee to work with the Town to establish a fund that will support the activities of the Committee.

This fund would cover for activities and purchases including:

- Tree work such as labeling Public Trees in Town;
- The expense of a Town arborist;
- The purchase, planting, and maintenance of new trees in public places;
- The purchase of equipment for emergency and tree maintenance work to be done in-house.

| *Final Draft: October 27, 2021*

Riverwoods Tax Agreements



CELEBRATING OVER 35 YEARS OF SERVICE TO OUR CLIENTS

October 14, 2021

VIA ELECTRONIC MAIL ONLY (NPapakonstantis@exeternh.gov)

Niko Papakonstantis, Chair
Town of Exeter Select Board
10 Front Street
Exeter, NH 03833

Re: 2021 PILOT Agreement for The RiverWoods Company, at Exeter, New Hampshire

Dear Chair Papakonstantis and Members of the Board:

Enclosed please find our proposed 2021 PILOT Agreement for the three campuses which comprise RiverWoods. Last year when we discussed the 2020 PILOT Agreement, the Board asked for a more robust explanation as to the basis of the request. We will elaborate further in our discussion with the Board on October 18, 2021, but set forth below are the highlights of the basis of our request:

1. The New Hampshire legislature, beginning in 1992, created a partial exemption for real estate taxes for land which met certain qualifications as being charitable in use.
2. Among the eligible land is that which offers housing to the elderly if the owner can demonstrate that they are charitable as that term is defined in RSA 72:23 (l).
3. The RiverWoods Company, at Exeter, New Hampshire qualifies for the first aspect of the statute in that housing for those 62 and over is provided.
4. The Riverwoods Company, at Exeter, New Hampshire also qualifies for the second aspect of the statute in that it is a non-profit charitable organization and is exempt from taxation under §501 (c)(3) of the Internal Revenue Code.
5. More particularly, RiverWoods is organized and administered for a charitable purpose to meet the housing, health care and financial security needs of aged individuals and does so by having the revenue from the independent living units subsidize the cost of assisted

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

living, memory support and skilled nursing units, and by having the fees charged for more expensive independent living units subsidize the less expensive units enabling people to live at Riverwoods who might not otherwise be able to afford it and by having a Resident Benevolent Fund which provides supplementary funds for residents who experience financial hardship through no fault of their own and which allows them to continue to receive services including skilled nursing.

6. RiverWoods offers its services to a “substantial and indefinite segment of the general public which includes residents of New Hampshire” as set forth by statute and such services are provided in accordance with the terms of its charter no profits or benefits are retained by the Board of Directors, nor are the services offered restricted in any way to the Board of Directors.
7. New Hampshire case law does not elaborate upon the requirements for obtaining a partial tax exemption under RSA 72:23-k, however RiverWoods clearly meets the criteria set forth in the statute and is therefore eligible for a partial tax exemption.
8. RiverWoods and the Town of Exeter first entered into a PILOT agreement shortly after RiverWoods was created, acknowledging that RiverWoods qualifies for the statutory tax exemption. The formula was jointly established by Town officials and RiverWoods representatives. RiverWoods believes that the terms of the agreement historically used are appropriate to be used in 2021, particularly since it differentiates the tax treatment based on the type of use.

We look forward to meeting with you on October 18, 2021 and discussing RiverWoods operations in more detail and answering any questions which you may have. In the meantime, please contact me if you have any questions.

Sincerely,
DONAHUE, TUCKER & CIANDELLA, PLLC



Sharon Cuddy Somers
ssomers@dtclawyers.com

SCS/jh

cc: Deb Riddell, Executive Director, The RiverWoods Company, at Exeter, New Hampshire
Justine Vogel, Chief Executive Officer, The RiverWoods Group

(The Woods, The Ridge, The Boulders)

AGREEMENT

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

1. By December 1, 2021, RiverWoods will pay to the Town real estate taxes for land and buildings owned by RiverWoods and located at the three campuses known as The Woods, The Ridge and The Boulders which, collectively comprise The RiverWoods Company, at Exeter, New Hampshire (“the Land and Buildings”).
2. The real estate taxes will be calculated by multiplying the tax rate times the assessed value of the Land and Buildings owned by RiverWoods as follows:
 - A. the residential units will pay the full tax rate (state, municipal, county and school);
 - B. the buildings for health care residents will not pay any tax (state, municipal, county or school);
 - C. the remainder of Land and Buildings, including the land used for the final calculation of density under the land use ordinance of the Town of Exeter and outbuildings, will pay the full tax rate (state, municipal, county and school); and
 - D. the land not needed for the final calculation of density under the land use ordinance of the Town of Exeter, which is in current use, will pay taxes at the full state, municipal, county and school rate for current use property.
3. The parties to this Agreement recognize that those portions of the development that support both the buildings for health care residents and the residential units will be taxed on a pro rata basis.
4. This Agreement on principle shall not preclude either party from questioning the precise percentage amounts allocated to the taxable and nontaxable portions, nor the assessed value of the taxable portions of the land and buildings.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this
_____ day of _____, 2021.

TOWN OF EXETER

Witness

By: Niko Papakonstantis, Chair

Witness

By: Molly Cowan, Vice Chair

Witness

By: Julie D. Gilman, Clerk

Witness

By: Daryl Browne, Select Board Member

Witness

By: Lovey Roundtree Oliff, Select Board Member

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

_____ day of _____, 2021.

THE RIVERWOODS COMPANY,
AT EXETER, NEW HAMPSHIRE

Witness

By: Deborah Riddell, Executive Director

Outdoor Dining Ordinance First Reading



TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 773-6102

Outdoor Dining Application

Please send completed applications to Pam McElroy at the Office of the Town Manager
pmcelroy@exeternh.gov (603) 773-6102

FEE: \$1.00/square foot area each calendar year. Fee may be prorated on a per month basis.

Address of Proposed Outdoor Dining Area: _____

Assessor's Map: _____ Lot: _____ Zoning District: _____

Applicant: _____

Address: _____

Phone: _____ Email: _____

Property Owner: _____ Phone: _____

Address: _____

The requested Outdoor Dining permit is issued to the applicant/business listed on this permit application for the purpose indicated on this application.

The requested Outdoor Dining permit shall be valid for said applicant/business only during the time and dates indicated on this permit application.

Once the requested Outdoor Dining permit is approved, it is non-transferable.

Applicant/business shall not conduct their outdoor dining business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create or become a public nuisance, increase congestion or delay, or constitute a hazard to traffic, life or property, or an obstruction to adequate access to Fire, Police or Town/State vehicles and/or employees.

Applicant is solely responsible for cleaning the outdoor dining space (including removal of trash/dropped items). Dumping of grease, oil or greywater is strictly prohibited.

Applicant/business may be required to relocate outdoor dining location if the Town requires access to the space for any reason, including, but not limited to cleaning, maintaining or repairing the location or adjacent space.

Applicant shall defend and indemnify the Town of Exeter, its officials, employees and volunteers against all demands, claims, suits and actions seeking damages, penalties, costs, interest, statutory relief and/or equitable relief on account of bodily injury, death, personal injury, property damage and/or economic injury arising out of or related to the permit or the activities of the permit applicant.

Applicant will adhere to all pertinent Town Ordinances, including Chapter 7 (Conduct Regulations) and if applicant intends to serve alcohol, will adhere to Chapter 809 (Licensing of Alcohol Use on Town Property).

The Town has the right to revoke any outdoor dining permits at any time.

REQUIRED DOCUMENTATION TO SUBMIT WITH APPLICATION

Completed permit application with payment (payable to Town of Exeter).

Certificate of Liability Insurance, providing General Liability/Bodily Injury/Property Damage: \$200,000/\$1,000,000. If applicant intends to serve alcohol, additional liquor liability with reasonable limits of coverage with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **The Town of Exeter must be named on the certificate as additional insured.**

Copy of New Hampshire Liquor Commission license if applicant intends to serve alcohol.

Dimensional Site Plan depicting the following: existing conditions including public infrastructure such as curb lines, light poles, bike racks, trees, manhole covers, meters, licensed A-frame signs, post office boxes, etc; as well as proposed table/chair layout plan, trash receptacles, tents/canopies, heaters/outdoor firepits, routes of travel within outdoor dining area and on public sidewalk. Include existing lighting and proposed lighting.

Applicant will adhere to Town Ordinance Chapter 7 (Conduct Regulations) and if applicant intends to serve alcohol, Chapter 809 Licensing of Alcohol Use on Town Property.

The undersigned attests that the supplied information is accurate and complete.

Applicant Signature

Date

.....
For Town Use:

Date Application Received: _____

Fee Received: \$ _____ Cash: Check #: _____

Approval: Code Enforcement Officer: _____ Date: _____

Health Officer: _____ Date: _____

Highway Superintendent: _____ Date: _____

Exeter Police Chief: _____ Date: _____

Exeter Fire Chief: _____ Date: _____

Approved as authorized by the Select Board/Designee: _____
Date

808.1 Definitions: As used in this Chapter, the following words shall have the following meanings:

- a. **Auctioneer** means a person who engages in the Town of Exeter in the business of selling for another real, personal or mixed property by auction.
- b. **Auctioneering** means the business or act of selling for another real, personal or mixed property by auction.
- c. **Board** means the Board of Selectmen.

808.2 State Statues

Revised Statutes Annotated defines state laws relative to Auctioneers in New Hampshire. No auctioneer shall operate in the Town of Exeter unless he is properly licensed by the State of New Hampshire.

808.3 Application:

Local applications may be obtained at the office of the Town Manager. The applicant shall state time, date, place of the event and the anticipated length, as well as the number to be in attendance. Action on any application shall be at a regular session of the Board of Selectmen. Applications shall be filed two weeks in advance of the scheduled event.

808.4 Additional Services:

Should the size of the event require additional Town Emergency or Public Services, the reasonable costs for such services shall be paid by the auctioneer obtaining the permit.

808.5 Fees:

The fee for such local permit is \$5.00.

808.10 Penalties:

Any person, firm or corporation violating any provisions of Section 808 shall be punished by a fine of not more than one hundred (\$100.00) dollars for each offense.

809 Licensing of Alcohol Use on Town Property

809.1 In accordance with the provisions of sections 809.1 through 809.9, and RSA ~~178:22(I)~~ 178:24, any ~~voluntary non-profit~~ organization seeking to serve and offer alcohol for consumption on closed Town streets, in Town buildings and in Town parks shall first apply for the applicable license with the Town Manager's office.

809.2 To qualify for a license under this Chapter, the ~~voluntary non-profit~~ organization shall obtain a license from the New Hampshire Liquor Commission under RSA ~~178:22(I)~~ 178:24.

- 809.3 The Town shall require a license application, which shall include standards for issuance of the license to serve and offer alcohol for consumption on Town property.
- 809.4 No license to serve and offer alcohol for consumption on Town property shall be granted for the hours between 10:00 pm and 10:00 am.
- 809.5 Applications for a license under this section may be made at the Office of the Town Manager.
- 809.6 The Police Chief, Health Officer and Parks/Recreation Director (where applicable for Town Parks) shall review the application for completion and transfer it to the appropriate authority for review and approval as follows:
- License to serve alcohol on **closed** Town street, submitted by the Police Chief and Health Officer to the Town Manager for review and approval;
- License to serve alcohol in Town buildings submitted by the Police Chief and Health Officer to the Town Manager for review and approval;
- License to serve alcohol in Town Parks submitted by the Police Chief and Health Officer to the Town Manager for review and approval.
- 809.7 To the extent the applicant meets all of the standards for issuance of a license, the Town Manager may conditionally issue the license, which shall not become valid until the applicant provides the Town Health Officer with an RSA 178:22 (I) license from the New Hampshire Liquor Commission for the applicable license issuance time period.

~~809.8 The fee for said license shall be two hundred dollars (\$200.00).~~

- 809.9 Appeals for a denial of a license under this section may be made to the Exeter **Board of Selectmen** **Select Board** at a regular public meeting.

820 Alarms: Business, Residence, Burglary, Fire, Medical Emergency Alarm Device or System

820.1 Definitions:

- a. **Alarm System:** Any assembly of equipment and devices, arranged to signal the presence of a hazard requiring the urgent attention and to which public safety personnel and equipment are expected to respond. This shall include any alarm system or device connected to the municipality-owned Gamewell Fire Alarm System.
- b. **False Alarm:** The activation of an alarm system through mechanical failure, accidental tripping, malfunction or misuse of the owner or lessee of an alarm

EXETER TOWN ORDINANCES AMENDMENT – CHAPTER EIGHT

Chapter Eight of the Town of Exeter Town Ordinances, Licensing of Alcohol Use on Town Property is hereby amended as follows:

- Change: 809.1 “178:22(I)” to “178:24”
- Delete: 809.1 “voluntary non-profit”
- Delete: 809.2 “voluntary non-profit”
- Change: 809.2 “178:22(I)” to “178:24”
- Add: 809.6 “d” to the word “close” to say “closed”
- Delete: 809.8 “The fee for said license shall be two hundred dollars (\$200.00)”
- Change: 809.9 “Board of Selectmen” to “Select Board”

Signed this _____ day of _____, 2021

Exeter Select Board

Niko Papakonstantis, Chair

Molly Cowan, Vice-Chair

Julie Gilman, Clerk

Lovey Roundtree Oliff

Daryl Browne

First Reading 11/1/21

Second Reading:

Third (final) Reading:

Adoption Date:

Effective Date:

Municipal Station Agreement

MUNICIPAL STATION AGREEMENT EXETER, NEW HAMPSHIRE

This Municipal Station Agreement is made and effective as of _____, 2021, by and among National Railroad Passenger Corporation ("Amtrak"), Northern New England Passenger Rail Authority ("NNEPRA"), and the Town of Exeter, New Hampshire ("Municipality").

WHEREAS, Amtrak operates the Downeaster intercity rail passenger service between Brunswick, Maine, and Boston, Massachusetts, pursuant to an Agreement for the Provision of Rail Passenger Service between Amtrak and NNEPRA dated December 2, 1996, as amended (as that agreement in the future may be further amended and/or replaced by a new agreement for the provision of rail passenger service) (the "Service Agreement");

WHEREAS, one of the Downeaster's intermediate station stops is at the Station Platform (defined below) in Exeter, New Hampshire;

WHEREAS, Amtrak, NNEPRA, and Municipality desire to enter into this Agreement to set forth the terms and conditions governing, amongst other items, the use, operation, repair, and maintenance of the Station Facility (defined below) in Exeter, New Hampshire; and

WHEREAS, the parties wish to terminate and replace the existing Station Sponsor Agreement between NNEPRA and Municipality dated October 29, 2001 (the "2001 Station Sponsor Agreement") and the separate existing letter agreement between Amtrak and Municipality dated August 3, 2001, and accepted by Municipality on October 29, 2001 (the "2001 Amtrak Letter Agreement") relating to the Station Facility (defined below) in Exeter, New Hampshire, with this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Amtrak, NNEPRA, and Municipality do hereby agree as follows:

1. Definitions. As used in this Agreement:

"ADA" means the Americans with Disabilities Act of 1990, as amended, including all implementing regulations.

"Agreement" means this Municipal Station Agreement.

"Downeaster" means the Downeaster intercity rail passenger service operated by Amtrak pursuant to the Service Agreement.

“Land” means the land located in Exeter, New Hampshire, owned by, and leased from, Railroad (defined below) on which the Station Platform is located. The Land is depicted as “Permanent Railroad Access Lease” on the plan attached as Exhibit A hereto.

“NH DOT” means the New Hampshire Department of Transportation.

“Railroad” means Boston and Maine Corporation and Springfield Terminal Railway Company and their respective successors and assigns.

“Station Facility” means (i) the Station Platform, canopy, structure, and related improvements located on (or immediately adjacent to) the Land, as shown on Exhibits B and C attached hereto, (ii) all associated access sidewalks and walkways, and (iii) the parking area adjacent to the Land, located on land owned by Municipality. Photographs of the Station Facility are attached as Exhibit B hereto. An aerial photograph of the Station Facility and the surrounding area is attached as Exhibit C hereto.

“Station Platform” means the railroad platform located at the Station Facility in Exeter, New Hampshire, located on the Land, that is used by Downeaster trains for the purpose of receiving and discharging passengers. The Station Platform consists of three sections: (i) a high-level platform, which is accessible by stairs and by a ramp, (ii) a low level platform extending approximately 80 feet easterly from the easterly end of the high-level platform, and (iii) a low level platform extending approximately 80 feet westerly from the westerly end of the high-level platform. The track sides of the high-level platform and both low-level platforms are bordered with a tactile strip. The Station Platform also includes (i) fencing, (ii) a canopy (with lighting) over the high-level platform and part of the easterly low-level platform, and (iii) light fixtures along the remainder of the easterly low-level platform and along the westerly low-level platform.

“Ticket Machine” means the automated ticket machine for the sale of Downeaster tickets that is the subject of subparagraph 2(k), below.

2. Station Facility.

(a) Ownership. Municipality owns the Station Facility. Municipality shall not transfer ownership of the Station Platform or any other element of the Station Facility without NNEPRA’s and Amtrak’s prior written consent.

(b) Use. Municipality hereby agrees, for so long as this Agreement is in effect, to make the Station Facility available for use by Amtrak and its employees, contractors, invitees, and passengers. Limitations on such use resulting from causes beyond Municipality’s control, including limitations on such use reasonably required to mitigate

the spread of infectious diseases or mandated by declared national or state emergencies, shall not be deemed to be a breach of this Agreement.

(c) Operation and Maintenance. Municipality shall operate, repair, and maintain, or shall enter into one or more agreements with third parties to operate, repair and maintain, the Station Facility at no cost to Amtrak or NNEPRA. Such operation, repair, and maintenance shall include regular cleaning of the Station Facility (so that the Station Facility is at all times in a clean, neat, and safe condition) and snow removal. Snow removal shall be conducted in a safe manner that ensures that snow is not moved onto Railroad's track(s) or right-of-way and does not cause interference with Amtrak's operations at the Station Facility.

(d) Alterations.

(i) Station Platform. Municipality may not construct any additions to, or undertake any alterations or modifications of, the Station Platform without Amtrak's and NNEPRA's prior written consent.

(ii) Other Station Facility Elements. Municipality may construct such additions to, and may undertake such alterations or modifications of, all other elements of the Station Facility as Municipality may from time to time desire, so long as Municipality informs Amtrak and NNEPRA in advance of its plans to do so, so long as such additions, alterations, and/or modifications are at no cost to Amtrak or NNEPRA, and so long as such construction does not impact Amtrak's railroad operations at the Station Facility.

(e) Compliance With Law.

(i) Generally. All elements of the Station Facility shall, in their construction, renovation, operation, repair, maintenance, cleaning, and replacement by Municipality, meet all applicable requirements imposed by federal, state, and local laws, regulations, and ordinances.

(ii) ADA Compliance. Municipality is solely responsible for ensuring that the Station Facility complies at all times with the ADA, and neither Amtrak nor NNEPRA is responsible for ensuring such compliance. If either Amtrak or NNEPRA receives an ADA-related complaint about the Station Facility, it shall forward the complaint to Municipality, and Municipality shall be responsible for resolving the complaint and curing any ADA deficiency.

(f) Amtrak Station Program and Planning Guidelines. Municipality has been provided with a copy of Amtrak's Station Program and Planning Guidelines. To the

extent that all or portions of these guidelines apply to the Station Facility, Municipality shall use its best efforts to comply with the applicable guidelines.

(g) Security. Municipality, at Municipality's cost and in Municipality's reasonable discretion, shall be solely responsible for the physical security (e.g., fencing, police, and fire protection) of the Station Facility.

(h) No Charge for Use. The Station Facility shall be available for use by Amtrak and its passengers without charge to NNEPRA, Amtrak, or its passengers.

(i) Open for Passengers. Municipality shall ensure that the Station Facility is always available for use by Amtrak and its passengers, without charge.

(j) Other Access. Amtrak, NNEPRA, and their respective employees, contractors, agents, and invitees may access the Station Facility at any time.

(k) Ticket Machine. The Ticket Machine, which has been provided by Amtrak and NNEPRA for the sale of Downeaster tickets, is located in an enclosure next to the high-level platform. Municipality shall continue to make space available for the Ticket Machine (or its replacement), at no charge to Amtrak or NNEPRA, either in its current location or in another location acceptable to Amtrak and NNEPRA. Amtrak is responsible for the operation and maintenance of the Ticket Machine (or its replacement); provided, however, that the electrical connection and electricity required for the Ticket Machine (or its replacement) to operate shall be provided, at no charge to Amtrak or NNEPRA, by Municipality. Amtrak or NNEPRA (with Amtrak's prior approval) may remove or replace the Ticket Machine (or its replacement) at any time, without liability to Municipality.

3. Lease of Land for Station Platform.

(a) Lease Arrangement. Railroad presently owns the Land. NH DOT leases the Land from Railroad pursuant to a lease dated August 2, 2001, and Municipality subleases the Land from NH DOT pursuant to a sublease dated October 29, 2001. In the event this lease/sublease arrangement terminates, or in the event of any breach of this arrangement by Municipality, the Downeaster's intermediate station stop in Exeter, New Hampshire may be suspended or terminated by Amtrak or by NNEPRA, in addition to such other rights and remedies that Amtrak and NNEPRA may each have under this Agreement and under applicable law.

(b) Lease Requirements. In addition to the requirements set forth elsewhere in this Agreement, Municipality also shall operate, repair, and maintain the Station Platform in compliance with the terms and conditions contained in the lease and the sublease.

4. Parking. There are 76 parking spaces at the Station Facility. All of these parking spaces shall be available for use by Downeaster passengers.

5. Downeaster Service.

(a) Exeter Station Stop. Subject to the terms and conditions of this Agreement and subparagraphs (b) and (c) of this paragraph, for so long as the Station Facility is in compliance with applicable laws, and for so long as NNEPRA funds the service as provided in the Service Agreement and so directs, Amtrak shall include Exeter, New Hampshire, as a regularly-scheduled intermediate station stop for some or all Downeaster trains.

(b) Schedules and Frequencies. Downeaster schedules and frequencies shall be determined by NNEPRA and Amtrak.

(c) Contingencies Associated With Continued Downeaster Operations. Municipality acknowledges that the continued operation of the Downeaster is contingent on numerous factors, including, without limitation, Amtrak's continued ability (legal, fiscal, and otherwise) to operate the Downeaster, as well as the continued availability of funds to permit NNEPRA to support the operation of the Downeaster. Municipality acknowledges that Municipality, and third parties having agreements with Municipality pertaining to the Station Facility, shall have no rights or remedies against Amtrak or NNEPRA in the event that the operation of the Downeaster is reduced, suspended, or discontinued for any reason or in the event that Downeaster trains no longer stop in Exeter, New Hampshire.

6. Insurance. Municipality shall procure and maintain, at no cost to Amtrak or NNEPRA, insurance satisfactory to both Amtrak and NNEPRA, which shall include Amtrak, NNEPRA, and Railroad as additional insureds, covering liability for injury to or death of any person (including but not limited to passengers) and damage to or loss of property arising out of or in connection with the construction, renovation, alteration, modification, operation, repair, maintenance, cleaning, and replacement of the Station Facility. Municipality shall provide certificates of such insurance by the effective date of this Agreement and thereafter upon request.

7. Contractors.

(a) Insurance. Each contract and/or subcontract with contractors that will be operating any element of the Station Facility or that will be working or providing a service at the Station Facility, including any food and beverage contractors, shall require that the contractor/subcontractor procure and maintain insurance satisfactory to both Amtrak and NNEPRA, including Amtrak, NNEPRA, and Railroad as additional insureds,

covering liability arising out of or in connection with the acts and omissions of the contractor/subcontractor.

(b) Indemnity. Municipality agrees to obtain the following indemnity in favor of Amtrak, NNEPRA, and Railroad from each of Municipality's contractors performing work or providing services at the Station Facility:

"Contractor shall defend, indemnify, and hold harmless National Railroad Passenger Corporation ("Amtrak"), Northern New England Passenger Rail Authority ("NNEPRA"), Springfield Terminal Railway Company ("ST"), and Boston and Maine Corporation ("BMC"), and their respective officers, directors, employees, and agents, regardless of any negligence, whether in whole or in part by any of them, from and against any and all claims, actions, proceedings, costs or expenses (including but not limited to court costs, attorneys' fees and expenses, settlements, judgments or otherwise) arising directly or indirectly out of the service provided at the Station Facility by contractor for:

- i) injury to or death of any person whatsoever (including but not limited to (a) employees of Amtrak, NNEPRA, ST, BMC, and contractor, and (b) passengers);
- ii) damage to or loss of any property whatsoever (including but not limited to (a) property of Amtrak, NNEPRA, ST, BMC, and contractor, and (b) property of passengers); or
- iii) breach of or errors, acts, or omissions relating to any obligation of contractor."

8. Miscellaneous.

(a) Term. Unless earlier terminated as provided for in this Agreement, this Agreement shall remain in effect so long as Exeter, New Hampshire, is a regularly-scheduled intermediate station stop on some or all Downeaster trains. In the event the Service Agreement expires and is not replaced by a new agreement for the provision of rail passenger service, or is earlier terminated, this Agreement also shall terminate.

(b) Remedies. In the event of a failure by Municipality to abide by any of its obligations under this Agreement, the Downeaster's intermediate station stop in Exeter, New Hampshire, may be suspended or terminated (in addition to such other rights and remedies that Amtrak and/or NNEPRA may have under this Agreement and under applicable law).

(c) Notice. Any notice or other communication in connection with this Agreement shall be in writing. Such notices shall be delivered by certified mail or by Federal Express (or a similar overnight delivery carrier) to the addresses set forth below:

To Amtrak:

National Railroad Passenger Corporation
30th Street Station
5th Floor SW
Philadelphia, Pennsylvania 19104
Attention: Director of Real Estate

With a copy to:

National Railroad Passenger Corporation
1 Massachusetts Avenue, N.W.
Washington, D.C. 20001
Attention: General Counsel

To NNEPRA:

Executive Director
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite 104
Portland, Maine 04101-4631

To Municipality:

Town Manager
Town of Exeter
10 Front Street
Exeter, New Hampshire 03833

(d) Assignment. Municipality shall not assign this Agreement, or any of Municipality's rights or obligations under this Agreement, without the prior written consent of both Amtrak and NNEPRA.

(e) Amendment. This Agreement may be modified or amended only by means of a writing signed by all of the parties hereto.

(f) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire (without regard to conflicts-of-laws principles that would require the application of any other law).

(g) Forum Selection. Each party agrees that any dispute arising under or related to this Agreement shall be litigated in the United States District Court for the District of New Hampshire. If that court lacks jurisdiction over the dispute, then the dispute shall be litigated in New Hampshire state court.

(h) Certain Former Agreements Replaced. This Agreement replaces and supersedes the 2001 Station Sponsor Agreement and the 2001 Amtrak Letter Agreement. As of the date hereof, the 2001 Station Sponsor Agreement and the 2001 Amtrak Letter Agreement both are hereby terminated and are of no further force or effect.

(i) Former Master Insurance Agreement. The former Master Insurance Agreement, dated as of June 1, 2001, to which NNEPRA and Municipality were parties, is obsolete and is of no further force or effect. NNEPRA shall continue to arrange for the multiple locations liability coverage described in Section 5(A) of the lease between Railroad and NH DOT, and Municipality shall reimburse NNEPRA for Municipality's pro rata share of the cost thereof, based on Downeaster passenger boardings at the station stop in Exeter, New Hampshire, compared with Downeaster passenger boardings at all station stops in Maine and New Hampshire.

(j) Execution. This Agreement may be executed in multiple counterparts, and by each of the parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by electronic mail file attachment of any executed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original executed instrument.

(k) Service Agreement. In the event that Amtrak and NNEPRA's obligations under this Agreement conflict with the terms of the Service Agreement, such obligations shall be governed by the terms of the Service Agreement.

[signature page follows]

IN WITNESS WHEREOF, Amtrak, NNEPRA, and Municipality have caused this Agreement to be executed as of the date first above written.

NATIONAL RAILROAD
PASSENGER CORPORATION

By: _____
Print Name: _____
Title: _____

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Print Name: _____
Title: _____

TOWN OF EXETER, NEW HAMPSHIRE

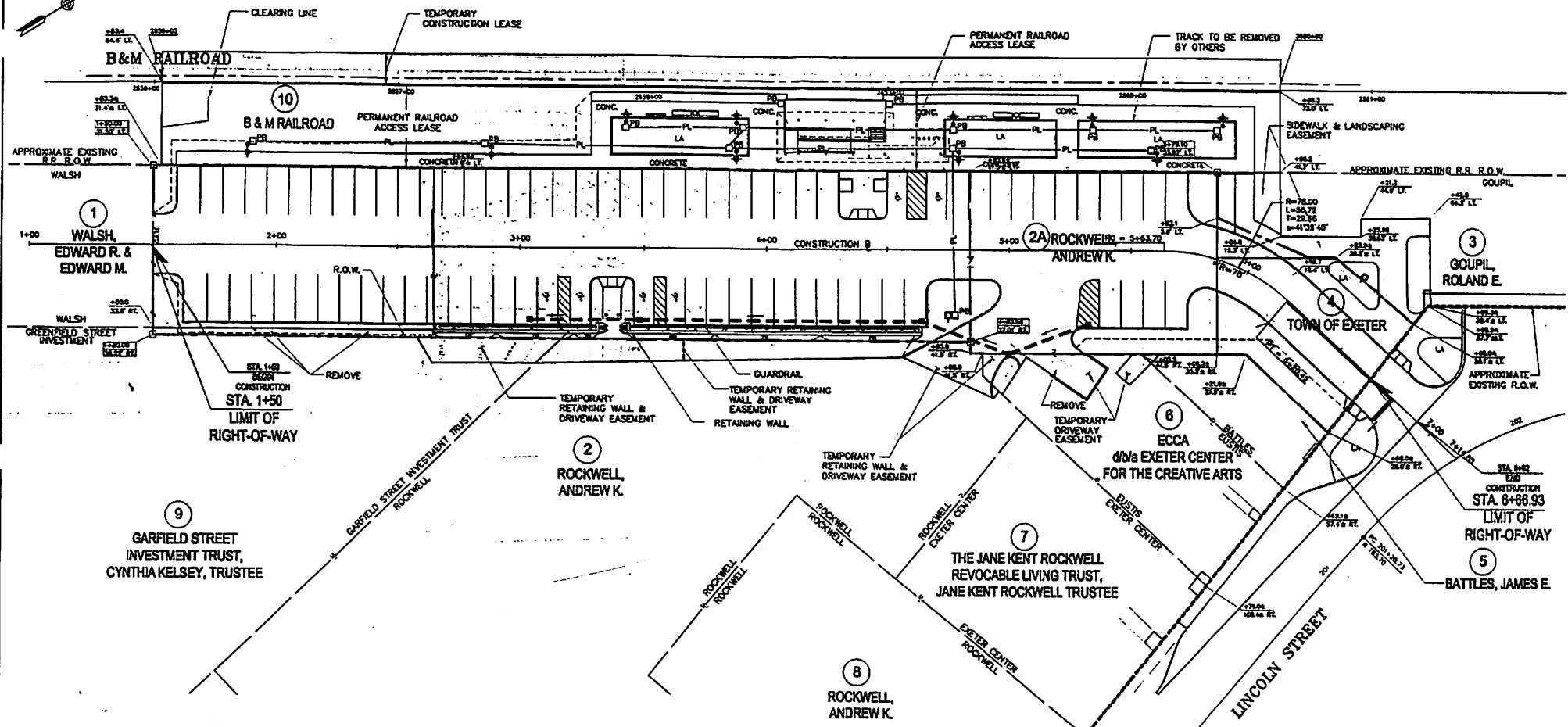
By: _____
Print Name: _____
Title: _____

EXHIBIT A

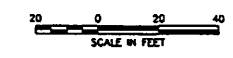
Depiction of the Land

[exhibit follows this cover sheet]

EXHIBIT A



PAR. NO.	PROPERTY OWNER	TOTAL AREA OF PARCEL AC.	AREA OF TAKE AC.	REMAINDER OF PARCEL AC.	EASEMENT				POINTS OF ACCESS	REV. NO.	LEASE					
					PERMANENT SF	TYPE	TEMPORARY CONSTRUCTION SF	DESCRIPTION			EXPIRES	PERMANENT SF	TYPE	TEMPORARY CONSTRUCTION SF	DESCRIPTION	EXPIRES
1	WALSH, EDWARD R. & EDWARD M.	0.68	0.17	0.51												
2	ROCKWELL, ANDREW K.	1.53	0.34	1.19			1,625	RETAINING WALL	DEC 2003							
2A	ROCKWELL, ANDREW K.	0.17	0.17	0.00												
3	GOUPEL, ROLAND E.	0.19	0.01	0.18												
					1,039	SIDEWALK										
4	TOWN OF EXETER	0.06	0.06	0.00												
	BATTLES, JAMES E.	0.04														
5	EUSTIS, RICHARD H. Sr. & JOAN	0.13														
6	ECCA d/o/a EXETER CENTER FOR THE CREATIVE ARTS	0.20														
7	THE JANE KENT ROCKWELL REVOCABLE LIVING TRUST	0.33														
8	GARFIELD STREET INVESTMENT	1.11	0.01	1.10												
9	B & M RAILROAD	2.70		2.70												
										15,019	RAILROAD ACCESS	5,800	CONSTRUCTION	JULY 2002		



STATE OF NEW HAMPSHIRE
PASSENGER RAIL STATION - EXETER, N.H.

RIGHT-OF-WAY PLAN

VHB *Veronesi Hargrett Brantley, Inc.*

REVISION DATE: _____ DRAWING NAME: _____ SHEET SCALE: _____ FEDERAL PROJECT NO.: _____ STATE PROJECT NO.: _____ SHEET NO.: _____ TOTAL SHEETS: _____

EXHIBIT B

Photographs of the Station Facility

[exhibit follows this cover sheet]



Front of Platform—looking north



Eastside—looking from east to west



Westside—looking west to east



High platform trackside looking East

Exeter Train Platform —66 Lincoln Street, Exeter, NH



High platform trackside looking west



Amtrak Ticket Kiosk at east side of high platform



View of parking lot from high platform



Access to high platform

Exeter Train Platform —66 Lincoln Street, Exeter, NH

EXHIBIT C

Aerial Photograph of the Station Facility and Surrounding Area

[exhibit follows this cover sheet]



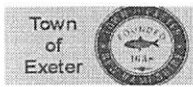
EXETER PLATFORM—EXR

EXHIBIT C



Exeter Train Platform —66 Lincoln Street, Exeter, NH

Cemetery Setback Waiver Request – 37 Linden Street



Fwd: Select Board consideration of cemetery setback exception

1 message

Russ Dean <rdean@exeternh.gov>
To: Pam McElroy <pmcelroy@exeternh.gov>

Wed, Oct 27, 2021 at 12:09 PM

FYI

Forwarded Conversation

Subject: Select Board consideration of cemetery setback exception

From: <lbutlernh@comcast.net>
Date: Wed, Oct 27, 2021 at 12:04 PM
To: <rdean@exeternh.gov>, <npapakonstantis@exeternh.gov>
Cc: jgilman <jgilman@exeternh.gov>

Dear Messrs. Dean and Papakonstantis,

I'm writing to request Select Board agenda time at an upcoming meeting to consider a Special Exception to a residential zoning setback on a property abutting the Exeter Cemetery on Linden St.

Situation: I have purchased a home at 37 Linden St, across the street from the old high school and next door to the Cemetery. I'll be making a number of renovations to make the home accessible for my partner, who is wheelchair bound (due to a freak ski accident in 2019). Among the changes, we'll be adding a garage and enclosing a current deck as a connector/screen porch. Due to unusual cemetery abutter setbacks (25' side setback, as opposed to 10'), we need to request a special setback exception. Just yesterday, I received exception permission from the Cemetery Trustees to proceed. I understand I also need Select Board approvals as well as subsequent approvals from the Zoning Board.

SB Meeting Agenda Request: I would really appreciate being able to get onto the agenda for either the Nov. 1 or Nov. 15 Select Board meetings, in order to have time to prepare for the Dec. 6th Zoning Board meeting (if all goes well). Because I teach at UNH on Monday evenings from 5-8pm and am unable to be at the Select Board meeting in person, Julie Gilman has offered to represent me at both the Select Board and, if approved there, at the Zoning Board meetings.

I've attached my request letter for Special Exception, along with the architectural plans for our addition.

Thank you very much for your consideration.

Kind regards,

Lisa

Lisa Butler

603-770-3954 cell

From: Russ Dean <rdean@exeternh.gov>
Date: Wed, Oct 27, 2021 at 12:08 PM
To: <lbutlernh@comcast.net>
Cc: Niko Papakonstantis <npapakonstantis@exeternh.gov>, jgilman <jgilman@exeternh.gov>

Hello Lisa,

We have received your request and we are planning on placing it on the November 1st, 2021 agenda.

Thank you,

Russ Dean
Town Manager

2 attachments

Butler Cemetery Exception Request 10202021.2.pdf
144K

BUTLER HENDERSON - NEW REVISED PLANS 10-20-2021.pdf
981K

To:

- 1) Trustees of Exeter Cemetery Association: Chris Alexandropoulos, Lisa Alexandrapoulos, Joan Caldwell, Charles Caswell, Christopher Merrill, Roy Morrisette
- 2) Exeter Select Board: Niko Papakonstantis, Daryl Browne, Molly Cowan, Julie Gilman, Lovey Roundtree Oliff

From: Lisa Butler, new owner, 37 Linden St. Exeter

Re: Special Exception to residential lot setback on common border with Exeter Cemetery

Date: October 21, 2021

To the Cemetery Trustees and the Board of Selectmen:

I'm writing to request a Special Exception to a state-regulated 25' setback when abutting a cemetery.

In September I purchased the home at 37 Linden St. in town, abutting the Linden Street cemetery on the east side. I bought this home planning renovations to make it accessible for my partner, who suffered a freak ski accident in Dec. 2019, that left him paraplegic and wheelchair bound. (In fact, I sold my previous home, a townhouse-style condo in the same neighborhood, in October 2020, because that home was not conducive to wheelchair living.)

As part of our accessibility modifications, we plan to add a garage to the 37 Linden St. site, as well as enclose an existing deck as a screened room (see accompanying floorplan). Both of these structures would cross over the 25' cemetery setback: the screened room, because the deck was already in that location, and the garage, in order to allow for a turnaround and driveway snow management on the eastern side of the constrained lot.

One benefit to our plans is that we are considering moving an existing shed that is grandfathered and exceedingly close to the cemetery border, an improvement we hope the Cemetery Trustees might appreciate.

Since 1993, I have been a responsible and attentive homeowner and neighbor in town; I will be the same in this new location. In all, our renovation plan will be an attractive, in-scale, and appropriate upgrade of the property from all angles, including from the cemetery. And since Section 6.18 of the Town's Zoning Ordinance (as amended March 2021) -- the Cemetery Regulations paragraph -- allows for Special Exceptions for when the 25' restrictions prevent the "use and enjoyment" of adjoining properties, we respectfully request your approval to revert to the usual 10 foot setbacks on that side.

Thank you very much for your consideration.

Kind regards,

Lisa Butler

603-770-3954

Direct Abutters to 37 Linden St (not including SAU Buildings across the street):

Owner of Record

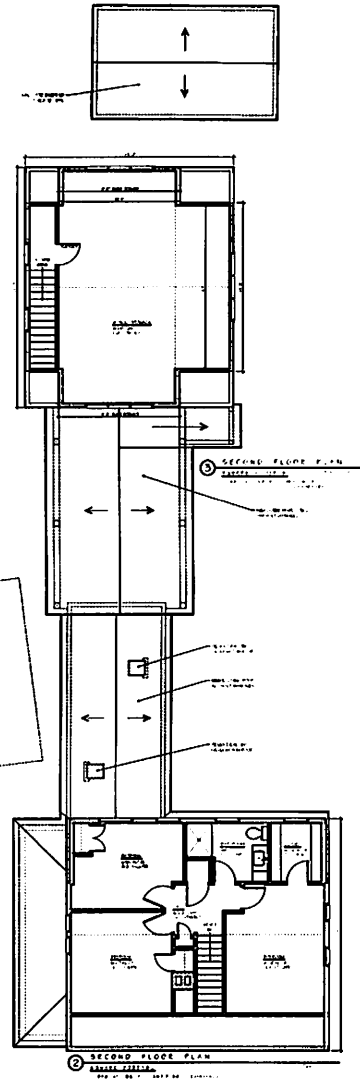
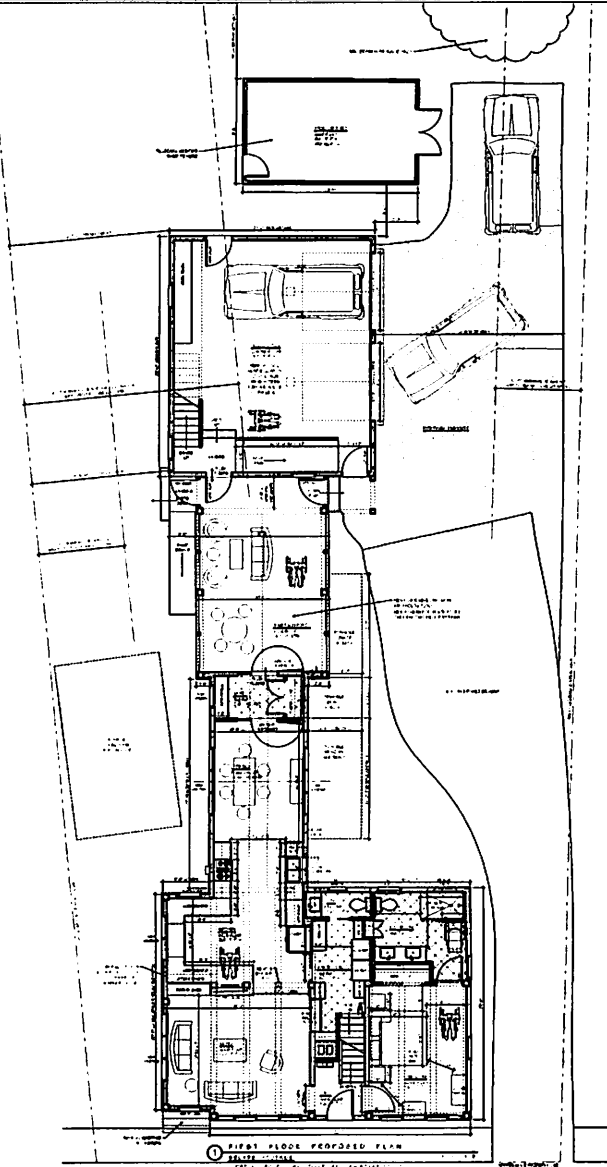
Owner DENISE T LANDIS TR
Co-Owner LANDIS DENISE T TRUSTEE
Address 19 GILL ST
EXETER, NH 03833
Book & Page 3269/1828
Sale Date 02/13/1998

Owner of Record

Owner COOMBS CAROL CAHALANE
Co-Owner COOMBS WESLEY
Address 27 ELIOT ST
EXETER, NH 03833
Book & Page 4501/2198
Sale Date 06/24/2005
Instrument 00

Owner of Record

Owner MORRISON BENJAMIN
Co-Owner
Address 35 LINDEN ST
EXETER, NH 03833
Book & Page 6162/0387
Sale Date 09/08/2020
Instrument 00



PLEASE NOTE: NOT TO SCALE

DATE: 10/20/2021
FOR REVIEW ONLY
NOT FOR CONST.

NO.	DATE	BY	FOR



SCOTT M. H. SWANSON
ARCHITECT
25 CHENEY AVE
PETERSBOROUGH, NEW HAMPSHIRE 03450
TEL (603) 924-8402 CELL (603) 502-8496

BUTLER & HENDERSON HOUSE
37 LINDEN STREET
ESTEF, NEW HAMPSHIRE 03450

FLOOR PLANS - NEW REVISED SCHEME
SCALE: AS SHOWN
JOB: 2021 0801
DRAWN: SWANSON

A1

- H. **Code Compliance:** The small wind energy system shall comply with all applicable sections of the New Hampshire State Building Code.
- I. Wind turbine energy systems may be combined with other uses such as cell tower use, radio or other antenna radio devices provided they meet all applicable manufacturing and building codes.
- J. Regional Notification shall be adhered to as outlined in applicable NH State RSA (36:57).

6.18 CEMETERY REGULATIONS

6.18.1 Purpose: Under RSA 289:3 (III) the State of New Hampshire has established certain statutory setbacks from burial sites, burial grounds and cemeteries in the absence of local zoning regulations. This section is intended to serve as said local regulations.

6.18.2 Definitions: The terms "cemetery", "burial site", and "burial ground" shall all have the definitions, which are provided in RSA 289:1.

6.18.3 Structure Setback: No building or structure shall be constructed within 25 feet of a known burial site or within 25 feet of the boundaries of an established burial ground or cemetery. Underlying zoning may require a greater setback for structures, in which case the greater setback will apply.

6.18.4 Access Way and Utilities: No driveways and utility services (either above ground or underground) may be placed within 25 feet of a known burial site or 25 feet of the boundaries of an established burial ground or cemetery.

6.18.5 Special Exception: Where the foregoing restrictions present practical difficulties to the use and enjoyment of adjoining properties, the Zoning Board of Adjustment may grant special exceptions from these provisions provided that all requirements for a special exception under 5.2 are met as well as the following:

- A. The proposed use must have approval of both the Board of Selectmen and Cemetery Trustees.

- B. Such proposal does not impair the integrity of the cemetery walls, facilities, drainage, or other physical attributes.
- C. The proposed use does not diminish the general solemnity and solitude of the cemetery setting. In this regard, the Board may require appropriate buffering or screening from such proposed use.
- D. The proposed use does not pose a public safety hazard to the cemetery or patrons thereof.
- E. There are no practical alternatives to the proposed use.

6.19 MIXED USE NEIGHBORHOOD DEVELOPMENT

6.19.1 Eligibility for Conditional Use Permit

An applicant may petition the Planning Board for a Conditional Use Permit, in conjunction with Site Plan Review, to develop a Mixed Used Neighborhood Development (MUND) in accordance with the following criteria:

- A. Allowed as a Use:** MUND must be identified as an allowable use for the zoning district in which the MUND would be developed, per Section 4.2 of the Zoning Ordinance.
- B. Collection of Uses:** The development would result in a mix of residential and non-residential uses on site. The collection of proposed uses may include only those enumerated in Schedule I for the zoning district in which the MUND would be developed, except that multi-family residential uses will be deemed a permitted use when included as part of a MUND application. Therefore, any multi-family residential units contained within the MUND do not require a Special Exception.
- C. Required Outcome:** Where the site on an application contains non-residential use, and an applicant proposes infill residential development to complement the non-residential use, or vice versa, the application may be reviewed as a MUND project. A mix of newly developed uses is not required as part of a MUND application so long as the resulting development will include a mix of uses on site.
- D. Expansions or Alterations to Previous MUND Projects:** Expansions or alternations to projects previously approved as MUND projects may be reviewed under this section of the Zoning Ordinance.

Section 289:3

289:3 Location. –

All cemeteries and burial grounds shall be laid out in accordance with the following requirements:

- I. No cemetery shall be laid out within 100 feet of any dwelling house, schoolhouse or school lot, store or other place of business without the consent of the owner of the same, nor within 50 feet of a known source of water or the right of way of any classification of state highway. Existing cemeteries which are not in compliance with the above set-back requirements may be enlarged, provided that no portion of the enlargement is located any closer to the above-listed buildings, water sources or highways than the existing cemetery, and provided further that no such enlargement shall be located within 50 feet of any classification of state highway.
- II. Burials on private property, not in an established burial ground, shall comply with local zoning regulations. In the absence of such regulations, such burial sites shall comply with the requirements in paragraph I. The location of the burial site shall be recorded in the deed to the property upon transfer of the property to another person.
- III. New construction, excavation, or building in the area of a known burial site or within the boundaries of an established burial ground or cemetery shall comply with local zoning regulations concerning burial sites, burial grounds or cemeteries, whether or not such burial site or burial ground was properly recorded in the deed to the property. In the absence of such regulations, no new construction, excavation, or building shall be conducted within 25 feet of a known burial site or within 25 feet of the boundaries of an established burial ground or cemetery, whether or not such burial site or burial ground was properly recorded in the deed to the property, except when such construction, excavation, or building is necessary for the construction of an essential service, as approved by the governing body of a municipality in concurrence with the cemetery trustees, or in the case of a state highway, by the commissioner of the department of transportation in concurrence with the cemetery trustees.
- IV. Nothing in this section shall be construed to conflict with RSA 290, local ordinances, or cemetery rules concerning burials and disinterments of human remains.

Source. 1994, 318:2, eff. Aug. 7, 1994.

Section 289:4

289:4 Maintenance. – Every municipality shall raise and appropriate sufficient funds, by taxation or otherwise, to provide for the suitable care and maintenance of the municipal public cemeteries within its boundaries which are not otherwise provided for by an alternative funding source. Every municipality may raise and appropriate annually a sufficient sum to provide for the suitable care and maintenance of deserted burial grounds and cemeteries which have been declared abandoned in accordance with RSA 289:19-21.

Source. 1994, 318:2. 2012, 4:1, eff. May 11, 2012.

Section 289:5

289:5 Cemetery Records. – The corporate officer or designee of a cemetery corporation or town cemetery trustees charged with the responsibility of operation and administration of any cemetery under their control shall keep a record of every burial showing the date of burial and name of the person buried, when these particulars can be obtained, and the lot, plot, or part of such plot or lot, in which the burial was made. Such records shall also be kept of every private burial site within a municipality by the owner of the land containing the burial site, and a copy of the information shall be supplied to the cemetery trustees who will maintain the municipal records of such sites. A copy of such record, duly certified, shall be furnished to any person on demand and payment of a fee established in compliance with RSA 91-A:4. The location of each cemetery and private burial site may be annotated on the municipal tax map.

Source. 1994, 318:2, eff. Aug. 7, 1994.

Cemetery Trustees

Tax Abatements, Credits & Exemptions

List for Select Board meeting November 1, 2021

Solar Exemption

Map/Lot/Unit	Location	Amount	Tax Year
91-22	3 Ashbrook Rd	10,000	2022
72-219	14 Center St	10,000	2022

Intent to Cut

Map/Lot/Unit	Location
5/1	Mast Rd/Birch Rd

Signature for ratio study so it can be submitted to the State

Permits and Approvals



EXETER PARKS & RECREATION

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



TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager
CC: Melissa Roy, Assistant Town Manager
FROM: Greg Bisson, Director of Parks and Recreation
RE: Daniel R Healy Pool Water Abatement
DATE: 10/25/2021

The Daniel R Healy Pool opened for the 2021 season after a year in which it was closed due to covid. After a year of closure, it was anticipated that some issues would arise, however such a large leak was never expected.

Historically, the 200,000 gallon pool takes multiple days to fill and uses between 220,000-300,000 gallons to fill and properly filter in preparation to open to the public.

This year, during quarterly billing, it was discovered that the pool used approximately 1.2 million gallons of water to fill the pool. There was no indication during the summer season that there was a leak or mechanical concern. The Parks & Recreation Department worked with the Water and Sewer department, the leak was located and a pool company has been secured to repair the pipe before the 2022 season.

2021 was a challenging year regarding revenue; due to limited programming and poor weather in July, there was a revenue loss of \$15,000 in an 8-week period. The unexpected large water bill would be an additional expense to an already tough year. In 2022, it is the hope to generate additional programming to help with the cost recovery.

The Parks & Recreation Department is requesting an abatement. The total abatement request is \$20,687.13.

Respectfully Yours,
Greg Bisson
Director Exeter Parks and Recreation



EXETER PARKS & RECREATION

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



TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager
CC: Doreen Chester, Finance Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Cultural Conservation Grant
DATE: 11/01/2021

The Exeter Parks and Recreation Department, in partnership with the Arts and Culture Advisory Commission, was awarded a Cultural Conservation Grant **in the amount of \$20,000** to aid in the restoration of the Gateway to Founders Park Sculpture.

The town-owned sculpture was installed in 1988 to commemorate the 350th anniversary of the founding of the Town of Exeter. The piece depicts the Town's history in a series of bas-reliefs and was commissioned by well-known sculptor Emile Birch of Canaan, NH.

Since installation, the sculpture has suffered damage and deterioration due to the effects of weather and proximity to the river. The piece is in considerable need of restoration from both a visual and structural standpoint. The Town of Exeter is seeking funding for the restoration of the statue with the goal to stabilize the sculpture and preserve it for the foreseeable future.

Due to the unique nature of the sculpture and the use of several different mediums and source materials, Inspired Ornamental, LLC was the only contractor in the region that could address all of the issues of the sculpture for the restoration.

The Arts and Culture Advisory Commission was the driving force behind the application as numerous members assisted in the completion of the application. Tony Callendrello, Scott Ruffner, and Bruce Jones all contributed to the application process.

Motions:

To accept the Cultural Conservation Grant from the New Hampshire State Council on the Arts for the amount of \$20,000 and to authorize Russ Dean, Town Manager to sign the grant agreement.

Respectfully Yours,

Greg Bisson
Director Exeter Parks and Recreation

Memorandum

TO: Janet Whitten
Deputy Assessor
Town of Exeter

FROM: Scott P. Marsh, CNHA
Municipal Resources
Contracted Assessor's Agents

DATE: October 26, 2021

RE: DRA Sales Ratio Survey

I have completed a review of the information for the sale ratio survey and believe the information to be submitted is accurate. A printed spreadsheet listing of the sale data that was entered has been provided for the Board of Selectmen to review. Please note that a certification form also needs to be filled out and signed by the Board, indicating that the data provided to the DRA is complete and accurate to the best of their knowledge. If during review an error is detected, please let me know.

A draft analysis of the sales data was performed. Overall, the town's assessment to sale price median ratio is expected to be about 79.3% for the 2021-tax year, which is a 9.7-point reduction or roughly an 11% change from last year's ratio of 89.0%. This is similar to what is being seen in other MRI Southern New Hampshire client communities. The 440 valid sales show a COD of 13.49 with the PRD at .98.

The above listed figures are expected to be similar (although not exact as DRA may exclude or include different sales) to the DRA's analysis when it is completed in late fall 2021 or early spring 2022.

The overall ratio indication is below the current State guidelines. In addition, some subsections (areas) of the manufactured homes without land and residential condominiums market segments have assessment ratios that are out of line with the overall indications. Further analysis is being worked on and additional information regarding those findings will be provided shortly.

If there are any questions, please feel free to contact me at your convenience.

2021
EQUALIZATION
MUNICIPAL ASSESSMENT DATA
CERTIFICATE



MUNICIPALITY: Exeter

We the undersigned do hereby certify that the assessment and sales information provided by us on the NH Mosaic Equalization System has been thoroughly reviewed by this Board and is complete and accurate to the best of our knowledge.

We understand that this information will be used by the NH Department of Revenue Administration to calculate the municipality's equalization ratio. The equalization ratio will be used to calculate the total equalized valuation for this municipality.

SIGNATURE OF ASSESSING OFFICIALS
(Selectmen if Town; must be signed by a majority)
(Assessor if City)

DATE

Niko Papakonstantis
Molly Cowan
Julie D. Gilman
Daryl Browne
Lorey Roundtree Oliff

NAME OF CONTACT PERSON: Janet Whitten
OFFICE PHONE NUMBER: 603-773-6110
(Note: If your office keeps irregular hours, please provide an alternate means of contacting you...)

EMAIL: jwhitten@exeternh.gov
OFFICE HOURS: 8:00-4:30

(Please check appropriate box, if applicable)

- Full Reval
- Cyclical Reval *(values updated)*
- Cyclical In Progress
- Partial
- Update/Statistical

NAME OF COMPANY DOING REVALUATION WORK: _____
(Please state if done in-house)

COMMENTS: _____

Please sign, scan, and upload this page to <https://ratiostudy.org/>

EXETER EQ DATA SALE DATA LISTING.xls

Verno	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
1	10/1/2020	6172-1228	0.15	166 FRONT ST	073-109-0000	\$350,000	\$276,400	\$276,400	78.97	11	0	
2	10/1/2020	6172-1833	0.00	61 ACADIA LN #108	069-003-0108	\$410,000	\$371,200	\$371,200	90.54	14	0	
3	10/1/2020	6172-2005	0.00	11 BOULDER BK DR #2	080-002-0002	\$299,000	\$252,700	\$252,700	84.52	14	0	
4	10/1/2020	6172-2377	0.00	325 FRIAR TUCK DR	104-079-0325	\$85,000	\$58,900	\$59,800	69.29	18	0	
5	10/1/2020	6172-2878	0.27	10 CRESTVIEW DR	074-096-0000	\$460,000	\$308,300	\$329,100	67.02	11	0	
6	10/2/2020	6173-0777	0.00	25 HAYES MH PK	064-105-0025	\$10,800	\$100,100	\$25,800	926.85	18	0	33 Landlord/Tenant as Grantor/Grantee
7	10/2/2020	6173-1358	0.23	50 EXETER FARMS RD	068-008-0000	\$487,000	\$446,400	\$446,400	91.66	11	0	
8	10/2/2020	6173-2259	0.71	32 CRAWFORD AVE	083-032-0000	\$315,000	\$357,900	\$357,900	113.62	11	0	38 Family/Relatives/Affil as Grantor/Grantee
9	10/5/2020	6173-2750	0.00	5 STERLING HILL LN #512	068-006-0512	\$449,000	\$388,300	\$388,300	86.48	14	0	
14	10/5/2020	6174-1261	0.00	156 FRONT ST #312	073-049-0052	\$180,000	\$132,700	\$132,700	73.72	14	0	
15	10/6/2020	6174-1741	0.06	11 WASHINGTON ST	073-126-0000	\$315,000	\$248,900	\$249,300	79.02	11	0	
17	10/6/2020	6175-0505	0.00	163 WATER ST #B2	072-017-0007	\$175,000	\$176,100	\$176,100	100.63	14	0	
19	10/7/2020	6175-2251	0.00	7 WILLEY CREEK RD #108	047-008-0108	\$459,900	\$441,300	\$441,300	95.96	14	0	
20	10/7/2020	6175-2324	0.00	4 STERLING HILL LN #417	068-006-0417	\$334,000	\$333,800	\$333,800	99.94	14	0	38 Family/Relatives/Affil as Grantor/Grantee
22	10/8/2020	6175-2631	0.14	30 SOUTH ST	072-112-0000	\$320,000	\$247,200	\$249,500	77.25	11	0	
24	10/8/2020	6176-0467	0.38	36 HAVEN LN	065-039-0000	\$291,400	\$367,900	\$345,100	126.25	11	0	89 Resale in EQ Period
25	10/8/2020	6176-0781	0.00	100 HAYES MH PK	064-105-0100	\$20,000	\$0	\$31,100	0	57	0	33 Landlord/Tenant as Grantor/Grantee
26	10/8/2020	6176-1075	1.10	39 BRENTWOOD RD	062-084-0000	\$315,000	\$261,600	\$258,800	83.05	11	0	
27	10/9/2020	6176-2190	0.09	11 CHARTER ST	073-104-0000	\$385,000	\$276,100	\$277,400	71.71	12	0	
28	10/9/2020	6176-2392	0.20	17 HARVARD ST	073-178-0000	\$310,000	\$286,300	\$285,900	92.35	11	0	
30	10/13/2020	6177-1645	0.00	25 PINE MEADOWS DR	087-018-0025	\$280,000	\$227,100	\$224,100	81.11	14	0	
31	10/14/2020	6178-0015	0.00	16 CYPRESS CIR	104-070-0004	\$459,900	\$435,800	\$389,400	94.76	14	0	
32	10/15/2020	6178-1555	0.11	28 RIVER ST	072-092-0000	\$336,100	\$260,900	\$254,500	77.63	11	0	
35	10/15/2020	6178-2500	0.00	18 COACH RD	080-006-0007	\$333,000	\$227,100	\$228,000	68.2	14	0	
36	10/16/2020	6179-2211	0.00	4 STERLING HILL LN #433	068-006-0433	\$410,000	\$339,300	\$339,300	82.76	14	0	
37	10/16/2020	6179-2414	1.59	26 WOOD RIDGE LN	011-018-0014	\$530,000	\$489,600	\$464,800	92.38	11	0	
38	10/16/2020	6179-2719	0.35	2 GLENERIN LN	064-104-0000	\$415,000	\$368,500	\$368,500	88.8	11	0	
39	10/19/2020	6180-0563	0.00	76 HILTON AVE	095-064-0333	\$144,500	\$104,300	\$104,300	72.18	18	0	
40	10/19/2020	6180-1333	1.50	1/2 SPLIT ROCK RD	098-024-0000	\$696,900	\$631,500	\$602,800	90.62	11	0	
42	10/19/2020	6180-2350	0.00	1D E&H COOPERATIVE PK	087-008-D-01	\$117,000	\$78,800	\$78,800	67.35	18	0	
44	10/19/2020	6180-2419	1.10	33 PINE ST	083-062-0000	\$1,070,000	\$885,100	\$823,100	82.72	11	0	
45	10/19/2020	6180-2451	0.00	5 COACH RD	080-006-0018	\$295,000	\$226,700	\$226,700	76.85	14	0	
46	10/20/2020	6180-2566	0.00	8 STERLING HILL LN #836	068-006-0836	\$420,000	\$405,100	\$405,100	96.45	14	0	
47	10/20/2020	6181-1183	0.26	19 CLOVER ST	064-064-0000	\$463,600	\$351,700	\$307,000	75.86	11	0	
48	10/21/2020	6181-2251	0.00	103 LINDEN ST	104-081-0001	\$155,000	\$125,000	\$123,500	80.65	18	0	

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Verno	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
51	10/21/2020	6182-0486	0.17	204-206 FRONT ST	074-013-0000	\$870,000	\$562,900	\$363,100	64.7	12	0	
53	10/22/2020	6182-2039	0.00	18 LINDEN ST #4	082-007-0004	\$612,000	\$543,600	\$543,600	88.82	14	0	
56	10/22/2020	6182-2676	0.00	3 JUNIPER ST	095-064-0353	\$92,000	\$37,300	\$25,800	40.54	18	0	
57	10/23/2020	6182-2945	0.00	30 CHARTER ST #3	073-053-0003	\$279,000	\$211,100	\$218,700	75.66	14	0	
58	10/23/2020	6183-0172	0.24	5 MEADOW LN	085-041-0000	\$420,000	\$321,600	\$321,600	76.57	11	0	
59	10/23/2020	6183-0461	0.20	26 WALNUT ST	083-197-0000	\$505,000	\$376,700	\$371,000	74.59	11	0	
60	10/23/2020	6183-0941	0.00	7 WILLEY CREEK RD #302	047-008-0302	\$484,200	\$441,300	\$441,300	91.14	14	0	
61	10/23/2020	6183-0987	0.20	15-17 CARROLL ST	073-067-0000	\$305,000	\$313,100	\$313,100	102.66	12	0	
62	10/23/2020	6183-1539	0.28	28-30 WASHINGTON ST	074-138-0000	\$425,000	\$330,800	\$330,800	77.84	12	0	
63	10/23/2020	6183-1809	0.35	10 THELMA DR	095-028-0000	\$405,000	\$330,400	\$330,800	81.58	11	0	
64	10/26/2020	6183-2532	0.93	2 RIVERWOODS DR	097-007-0000	\$580,000	\$458,900	\$434,800	79.12	11	0	
67	10/26/2020	6184-0756	0.00	23 DONNA DR	103-013-0023	\$95,000	\$62,600	\$49,200	65.89	18	0	
68	10/27/2020	6184-1541	0.32	90 HIGH ST	071-044-0000	\$775,000	\$592,700	\$544,000	76.48	11	0	
70	10/27/2020	6184-2027	0.00	2 BROOKSIDE DR #8	063-102-0020	\$152,000	\$110,800	\$110,800	72.89	14	0	
72	10/27/2020	6184-2653	0.00	10 FRANKLIN ST	072-069-0005	\$225,000	\$176,700	\$176,700	78.53	44	0	
73	10/27/2020	6185-0493	0.00	163 WATER ST #A4	072-017-0015	\$450,000	\$388,300	\$388,300	86.29	14	0	
74	10/28/2020	6185-1495	0.24	26 AUBURN ST	071-022-0000	\$349,900	\$304,300	\$303,400	86.97	11	0	
76	10/29/2020	6186-0616	0.00	20 CYPRESS CIR	104-070-0009	\$450,400	\$435,800	\$62,500	96.76	14	0	
77	10/29/2020	6186-0948	0.00	16 LIBERTY LN	080-006-0034	\$230,000	\$249,000	\$249,000	108.26	14	0	38 Family/Relatives/Affil as Grantor/Grantee
79	10/30/2020	6186-2567	0.23	8 WOODLAWN CIR	064-058-0000	\$450,000	\$361,000	\$361,000	80.22	11	0	
80	10/30/2020	6187-0652	0.00	4 BROOKSIDE DR #6	063-102-0042	\$160,000	\$113,300	\$112,300	70.81	14	0	
81	10/30/2020	6187-1227	2.00	20 JUNIPER RIDGE RD	098-007-0000	\$572,000	\$436,600	\$437,200	76.33	11	0	
82	10/30/2020	6187-1611	0.20	8 WYNDBROOK CIR	087-003-0058	\$492,000	\$450,600	\$450,600	91.59	11	0	
84	10/30/2020	6187-1958	0.00	7 RIVER ST	072-117-0012	\$242,500	\$176,100	\$176,100	72.62	14	0	
85	10/30/2020	6187-2269	0.00	12R FRONT ST #301	072-002-0008	\$389,900	\$364,000	\$0	93.36	14	0	
87	11/2/2020	6188-0164	0.00	14 CORNWALL AVE	095-064-0200	\$82,000	\$56,500	\$56,500	68.9	18	0	
88	11/2/2020	6188-0417	0.00	7 WILLEY CREEK RD #405	047-008-0405	\$447,500	\$402,400	\$400,900	89.92	14	0	
90	11/3/2020	6189-0221	0.33	26 SUMMER ST	083-226-0000	\$355,000	\$321,500	\$315,300	90.56	11	0	
92	11/4/2020	6190-0112	0.58	4 WOOD RIDGE LN	019-016-0011	\$605,000	\$537,400	\$535,100	88.83	11	0	
93	11/5/2020	6190-0851	0.00	20 PINE ST #A	083-065-0001	\$1,175,000	\$1,990,200	\$0	0	12	0	13 Improvements +/- (Post Sale/PreAssmt) - Be
94	11/6/2020	6190-1901	0.17	JOHN WEST RD	114-004-0002	\$523,000	\$12,900	\$12,900	2.47	22	0	19 Multi-Town Property
95	11/6/2020	6190-2858	0.10	12 SANBORN ST	073-095-0000	\$367,500	\$308,800	\$309,000	84.03	11	0	
97	11/9/2020	6192-0422	0.12	8 GREEN ST	063-271-0000	\$245,000	\$252,300	\$252,300	102.98	11	0	
98	11/10/2020	6192-0970	0.00	129 FRONT ST #101	073-212-0101	\$365,000	\$318,200	\$326,700	87.18	14	0	
99	11/10/2020	6192-2202	0.00	39 ERNEST AVE #107	074-078-0007	\$125,000	\$112,600	\$112,600	90.08	14	0	

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Vemo	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
100	11/10/2020	6192-2307	0.00	3 CEDAR ST	095-084-0192	\$122,500	\$44,400	\$40,500	36.24	18	0	
103	11/12/2020	6193-2318	0.00	22 CYPRESS CIR	104-070-0010	\$467,300	\$435,800	\$62,500	93.26	14	0	
104	11/13/2020	6194-1188	0.00	6 PINE GROVE RD	086-020-0006	\$255,000	\$178,000	\$178,000	69.8	14	0	
107	11/16/2020	6194-2280	0.21	6 RIDGECREST DR	052-029-0000	\$424,900	\$312,900	\$273,800	73.64	11	0	
109	11/16/2020	6194-2865	0.35	4 BALSAM WAY	089-004-0004	\$540,000	\$362,400	\$363,600	67.11	11	0	
111	11/17/2020	6195-1576	0.18	68 MAIN ST	063-004-0000	\$490,000	\$416,800	\$412,500	85.06	12	0	
112	11/17/2020	6195-1865	1.00	9 TAMARIND LN	096-028-0000	\$617,000	\$439,400	\$420,600	71.22	11	0	
116	11/18/2020	6196-1543	0.00	69 MAIN ST #F	063-255-0006	\$575,000	\$548,700	\$0	95.43	14	0	
117	11/19/2020	6197-0481	0.70	5 WADLEIGH ST	063-207-0001	\$100,000	\$152,000	\$152,000	152	22	0	24 Sale Between owners of Abutting Prop
118	11/19/2020	6197-0484	0.24	7 WADLEIGH ST	063-208-0000	\$300,000	\$260,800	\$260,800	86.93	11	0	24 Sale Between owners of Abutting Prop
119	11/20/2020	6197-1783	0.67	28 PINE ST	083-067-0000	\$1,175,000	\$769,400	\$779,900	65.48	11	0	
120	11/20/2020	6197-2683	0.23	11 GILL ST	082-027-0000	\$560,000	\$463,300	\$463,900	82.73	11	0	
121	11/20/2020	6197-2847	0.28	5 LEARY CT	052-063-0000	\$242,500	\$229,100	\$229,200	94.47	11	0	
122	11/20/2020	6197-2939	0.00	325 FRIAR TUCK DR	104-079-0325	\$80,000	\$58,900	\$59,800	73.62	18	0	
123	11/20/2020	6198-0034	0.00	12R FRONT ST #303	072-002-0010	\$385,000	\$351,600	\$0	91.32	14	0	
125	11/23/2020	6198-0671	0.00	12R FRONT ST #201	072-002-0005	\$379,900	\$364,000	\$0	95.81	14	0	
126	11/23/2020	6198-0713	0.00	10 LILAC ST	095-084-0170	\$24,000	\$59,100	\$59,100	246.25	18	0	51 Foreclosure
129	11/23/2020	6198-2467	0.06	2 SOUTH ST	072-083-0000	\$529,600	\$327,700	\$327,700	61.88	12	0	
130	11/24/2020	6199-0252	0.00	8 BOULDER BK DR #6	080-004-0006	\$347,000	\$271,400	\$271,400	78.21	14	0	38 Family/Relatives/Affil as Grantor/Grantee
132	11/24/2020	6199-0906	0.00	27 ERNEST AVE #03	074-077-0003	\$152,500	\$105,000	\$105,000	68.85	14	0	
133	11/24/2020	6199-1151	0.23	63 COLUMBUS AVE	063-058-0000	\$352,000	\$313,900	\$312,400	89.18	11	0	
135	11/25/2020	6200-1289	12.07	73 OLD TOWN FARM RD	017-002-0001	\$730,000	\$635,600	\$630,800	87.07	11	0	90 RSA 79-A Current Use
142	11/30/2020	6201-1756	0.00	39 ERNEST AVE #108	074-078-0008	\$140,000	\$110,900	\$110,900	79.21	14	0	
144	11/30/2020	6201-2240	3.30	10 PICKPOCKET RD	097-040-0000	\$405,000	\$390,800	\$388,000	96.49	11	0	
145	11/30/2020	6201-2300	0.00	25 ERNEST AVE #10	074-075-0010	\$135,000	\$97,100	\$97,100	71.93	14	0	
146	11/30/2020	6201-2405	0.00	34 LINDENSHIRE AVE	095-064-0098	\$18,500	\$37,600	\$37,600	203.24	18	0	49 Deed In Lieu of Foreclosure
147	12/1/2020	6202-0159	0.00	3 DEEP MEADOWS PK	103-013-0003	\$169,900	\$140,200	\$140,200	82.52	18	0	
149	12/1/2020	6202-0408	0.45	8 GROVE ST	083-076-0000	\$655,000	\$590,100	\$590,100	90.09	11	0	
150	12/1/2020	6202-0439	0.00	3 STONEWALL WAY #E	019-016-0031	\$243,300	\$217,000	\$217,000	89.19	14	0	
151	12/1/2020	6202-0942	1.22	13 ASHBROOK RD	090-018-0000	\$703,000	\$583,100	\$590,300	82.94	11	0	
152	12/2/2020	6202-2374	3.00	47 OAKLANDS RD	007-005-0000	\$487,500	\$354,000	\$354,000	72.62	11	0	
153	12/2/2020	6202-2789	0.42	6 RIDGEWOOD TER	070-121-0000	\$530,000	\$406,700	\$403,800	76.74	11	0	
154	12/2/2020	6202-2832	0.23	5 WINSLOW DR	095-079-0020	\$450,000	\$368,600	\$356,000	81.91	11	0	
155	12/2/2020	6202-2864	0.22	9 COLUMBUS AVE	073-155-0000	\$419,000	\$314,800	\$309,900	75.13	11	0	
156	12/2/2020	6203-0580	0.00	156 FRONT ST #314	073-049-0054	\$188,000	\$142,000	\$142,000	75.53	14	0	

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159	12/3/2020	6203-1240	0.00	912 CAMELOT DR	104-079-0912	\$10,000	\$48,600	\$48,600	486	18	0	81 Estate Sale With Fiduciary Covenants
160	12/3/2020	6203-1286	0.00	4 BROOKSIDE DR #3	063-102-0039	\$120,000	\$85,800	\$85,800	71.5	14	0	
161	12/4/2020	6203-2209	0.79	94-98 EPPING RD	055-004-0000	\$555,000	\$515,200	\$450,800	92.83	33	0	
163	12/4/2020	6204-0249	0.00	44 LINDENSHIRE AVE	095-064-0103	\$20,000	\$40,500	\$36,400	202.5	18	0	89 Resale in EQ Period
164	12/4/2020	6204-0378	0.00	61 ACADIA LN #406	089-003-0406	\$384,900	\$346,500	\$346,500	90.02	14	0	
165	12/7/2020	6204-0909	0.23	7 MEADOW LN	085-040-0000	\$470,000	\$351,000	\$357,100	74.68	11	0	
166	12/7/2020	6204-2265	1.45	3 BLACKFORD DR	075-017-0002	\$700,000	\$602,800	\$602,800	86.11	11	0	
168	12/8/2020	6205-0145	0.34	1 SALEM ST	063-211-0000	\$245,000	\$288,000	\$284,000	117.55	11	0	
169	12/8/2020	6205-0393	0.00	12B PORTSMOUTH AVE	071-010-0002	\$197,000	\$158,200	\$159,700	80.3	14	0	
170	12/8/2020	6205-0751	0.15	15 MEADOWOOD DR	090-018-0019	\$539,900	\$492,200	\$457,000	91.17	11	0	
171	12/9/2020	6205-1860	0.88	122 KINGSTON RD	101-008-0002	\$659,900	\$487,000	\$212,700	73.8	11	0	
172	12/10/2020	6206-0260	0.22	19 CARROLL ST	073-066-0000	\$350,000	\$292,400	\$295,900	83.54	11	0	
175	12/14/2020	6207-1329	0.00	18 SECOND ST PINECREST PK	087-014-018B	\$89,900	\$78,600	\$72,100	87.43	18	0	
178	12/14/2020	6207-2302	6.08	113 LINDEN ST	103-004-0000	\$315,000	\$208,100	\$208,100	66.06	22	0	90 RSA 79-A Current Use
179	12/14/2020	6207-2475	0.00	12R FRONT ST #103	072-002-0004	\$367,000	\$351,600	\$0	95.8	14	0	
180	12/15/2020	6207-2670	0.00	39 ERNEST AVE #206	074-078-0014	\$125,000	\$115,200	\$115,200	92.16	14	0	
181	12/16/2020	6208-1450	0.26	32 LOUISBURG CIR	058-017-0000	\$409,000	\$335,100	\$335,300	81.93	11	0	
182	12/16/2020	6208-1827	0.43	16 PHINNEY LN	090-004-0000	\$299,900	\$277,300	\$277,500	92.46	11	0	
184	12/17/2020	6209-1167	0.00	23 CYPRESS CIR	104-070-0008	\$476,900	\$435,800	\$20,800	91.38	14	0	
186	12/18/2020	6210-0582	0.20	199 FRONT ST	074-132-0000	\$352,300	\$343,400	\$343,400	97.47	12	0	
187	12/18/2020	6210-1203	0.00	163 WATER ST #A1	072-017-0012	\$389,000	\$381,400	\$381,400	98.05	14	0	
188	12/21/2020	6210-2297	2.99	31A WOOD RIDGE LN	011-014-0000	\$655,000	\$524,500	\$502,600	80.08	11	0	
189	12/21/2020	6210-2540	0.00	7 WILLEY CREEK RD #104	047-008-0104	\$394,900	\$373,400	\$371,900	94.56	14	0	
190	12/21/2020	6210-2792	0.60	14 PINE ST	073-002-0000	\$700,000	\$688,900	\$688,900	98.41	33	0	40 Business Affiliates as Grantor/Grantee
192	12/21/2020	6210-2890	0.18	8 OAK HILL LN	026-028-0000	\$360,000	\$326,400	\$323,700	90.67	11	0	
194	12/22/2020	6211-1220	0.57	28 DOUGLASS WAY	052-041-0000	\$345,000	\$293,100	\$276,100	84.96	11	0	
195	12/22/2020	6211-1390	5.50	71 OLD TOWN FARM RD	017-003-0000	\$360,000	\$354,400	\$335,000	98.44	11	0	
196	12/22/2020	6211-1626	0.22	4 EPPING RD	083-037-0000	\$550,000	\$512,400	\$512,400	93.16	33	0	
198	12/22/2020	6212-0065	0.58	2 HUNTER PL	087-023-0001	\$749,900	\$628,800	\$628,800	83.85	11	0	
199	12/22/2020	6212-0515	2.27	14 GREAT HILL CT	114-009-0000	\$420,100	\$436,800	\$435,800	103.98	11	0	81 Estate Sale With Fiduciary Covenants
202	12/23/2020	6212-1785	0.00	15B E&H COOPERATIVE PK	087-008-B-15	\$92,000	\$73,200	\$73,200	79.57	18	0	
204	12/23/2020	6212-2381	0.00	1006 CAMELOT DR	104-079-1006	\$90,000	\$44,500	\$34,000	49.44	18	0	
206	12/28/2020	6213-1189	0.00	6 BROOKSIDE DR #11	063-102-0071	\$155,000	\$112,300	\$112,300	72.45	14	0	
210	12/28/2020	6213-1345	0.00	6 CHERRY ST	095-064-0107	\$127,500	\$107,300	\$107,300	84.16	18	0	
214	12/29/2020	6214-1909	0.00	105 PORTSMOUTH AVE #23	065-124-0023	\$175,000	\$136,400	\$136,400	77.94	14	0	

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Vemo	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
215	12/29/2020	6215-0351	0.34	286 WATER ST	084-018-0001	\$230,000	\$163,800	\$0	71.22	22	0	
216	12/29/2020	6215-0391	0.09	34-36 SOUTH ST	072-113-0000	\$420,000	\$291,400	\$280,000	69.38	12	0	
217	12/30/2020	6215-2166	0.00	12R FRONT ST #302	072-002-0009	\$389,900	\$370,600	\$0	95.05	14	0	
218	12/30/2020	6215-2536	0.00	39 ERNEST AVE #301	074-078-0017	\$123,000	\$111,000	\$111,000	90.24	14	0	
219	12/30/2020	6216-0581	0.37	43 EPPING RD	083-107-0000	\$420,000	\$305,200	\$314,900	72.67	12	0	
220	12/31/2020	6216-1005	0.00	5 STERLING HILL LN #511	088-006-0511	\$350,000	\$316,000	\$314,600	90.29	14	0	
221	12/31/2020	6216-1007	0.30	7 SQUIRE WAY	095-079-0007	\$625,000	\$487,700	\$487,600	74.83	11	0	
222	12/31/2020	6216-1035	0.00	7 WILLEY CREEK RD #403	047-008-0403	\$445,900	\$401,900	\$400,400	90.13	14	0	
223	12/31/2020	6216-1325	1.22	150 EPPING RD	055-055-0000	\$640,000	\$624,600	\$591,500	97.59	33	0	
225	1/4/2021	6217-1294	0.41	23 CRESTVIEW DR	082-039-0001	\$555,000	\$447,200	\$149,500	80.58	11	0	
226	1/5/2021	6217-2835	0.27	4 CRESTVIEW DR	074-093-0000	\$349,000	\$276,300	\$278,600	79.17	11	0	
231	1/8/2021	6219-0880	1.30	131 FRONT ST	073-211-0000	\$1,650,000	\$795,600	\$795,600	48.22	13	0	
232	1/8/2021	6219-1270	0.00	20 PINE ST #B	083-065-0002	\$755,000	\$725,400	\$0	96.08	14	0	
233	1/8/2021	6219-1371	0.07	9 CHARTER ST	073-105-0000	\$338,100	\$269,600	\$262,500	79.74	11	0	
234	1/8/2021	6219 1536	0.00	12R FRONT ST #203	072-002-0007	\$350,000	\$351,600	\$0	100.46	14	0	
235	1/8/2021	6219-1840	0.43	11 RIVER BEND CIR	104-015-0000	\$590,000	\$496,900	\$131,700	84.22	11	0	
237	1/11/2021	6219-2925	2.02	12 JOHN WEST RD	114-001-0000	\$530,000	\$423,000	\$311,900	79.81	11	0	
241	1/11/2021	6220-0993	0.46	4 SPARROW LANE	063-093-0003	\$777,900	\$715,800	\$0	92.02	11	0	
242	1/12/2021	6220-1754	0.00	69 MAIN ST #A	083-255-0001	\$615,000	\$549,100	\$0	89.28	14	0	
243	1/12/2021	6220-2999	1.45	20 GREENLEAF DR	076-005-0000	\$640,000	\$468,900	\$463,500	73.27	11	0	
245	1/13/2021	6221-0852	0.29	14 EXETER HIGHLANDS DR	033-019-0000	\$415,000	\$324,700	\$324,700	78.24	11	0	
246	1/14/2021	6221-2086	0.00	1 STERLING HILL LN #144	068-006-0144	\$350,000	\$310,800	\$310,800	88.8	14	0	
247	1/14/2021	6221-2561	0.00	50 HILTON AVE	095-064-0320	\$96,000	\$62,100	\$60,300	64.69	18	0	
249	1/15/2021	6221-2863	0.13	10 WADLEIGH ST	063-190-0000	\$225,000	\$208,100	\$222,100	92.49	11	0	24 Sale Between owners of Abutting Prop
250	1/15/2021	6222-0080	0.12	12 OAK ST	063-173-0000	\$430,000	\$273,100	\$269,000	63.51	11	0	
251	1/15/2021	6222-0207	0.34	110 HIGH ST	071-053-0000	\$200,000	\$357,000	\$361,900	178.5	11	0	36 Relig/Char/edu as Grantor/Grantee
252	1/15/2021	6222-1153	0.00	22 FRANKLIN ST	072-072-0003	\$746,000	\$718,300	\$718,300	96.29	14	0	
254	1/19/2021	6222-2873	0.34	183-185 FRONT ST	073-131-0000	\$495,000	\$371,800	\$312,700	75.11	12	0	
255	1/19/2021	6223-0974	0.39	179 HIGH ST	070-119-0001	\$500,000	\$440,500	\$426,900	88.1	11	0	
256	1/19/2021	6223-2140	0.00	28 CYPRESS CIR	104-070-0012	\$469,000	\$435,800	\$0	92.92	14	0	
258	1/20/2021	6223-2757	0.00	69 MAIN ST #C	063-255-0003	\$620,900	\$549,100	\$0	88.44	14	0	
259	1/20/2021	6223-2957	0.17	24 AUBURN ST	071-021-0000	\$400,000	\$326,600	\$300,500	81.65	11	0	
260	1/21/2021	6224-1167	0.00	7 WILLEY CREEK RD #205	047-008-0205	\$430,700	\$402,400	\$400,900	93.43	14	0	
263	1/22/2021	6225-1018	0.00	27 CYPRESS CIR	104-070-0013	\$464,500	\$435,800	\$0	93.82	14	0	
265	1/22/2021	6225-1933	0.00	29 CYPRESS CIR	104-070-0014	\$459,900	\$435,800	\$0	94.76	14	0	

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Verno	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1
267	1/25/2021	6226-0174	0.90	2 SENYAR FARM LN	024-028-0000	\$645,000	\$556,100	\$529,900	86.22	11	0	
268	1/25/2021	6226-1163	0.17	9 COMINGS CT	063-048-0000	\$338,000	\$294,100	\$294,100	87.01	11	0	
269	1/28/2021	6228-1778	0.21	4 ALLARD ST	055-040-0000	\$184,000	\$142,500	\$142,500	77.45	17	0	
271	1/29/2021	6229-2084	0.00	3 STERLING HILL LN #332	068-006-0332	\$390,000	\$331,500	\$331,500	85	14	0	
272	2/1/2021	6230-0417	1.74	8 THISTLE WAY	063-093-0001	\$784,900	\$755,300	\$0	96.23	11	0	
273	2/1/2021	6230-0486	0.00	69 MAIN ST #B	063-255-0002	\$589,900	\$530,300	\$0	89.9	14	0	
274	2/1/2021	6230-0813	0.00	8 JOANNE CT	103-013-0008	\$72,000	\$46,500	\$46,500	64.58	18	0	
276	2/4/2021	6232-1347	0.00	22 PINE MEADOWS DR	087-018-0022	\$275,900	\$246,200	\$244,000	89.24	14	0	
277	2/5/2021	6233-1298	0.00	15 LINDENSHIRE AVE	095-064-0013	\$151,000	\$81,700	\$68,100	54.11	18	0	
281	2/8/2021	6234-1126	0.00	24 MORTON ST	095-064-0146	\$71,000	\$52,500	\$52,500	73.94	18	0	
282	2/8/2021	6234-1765	0.00	6 ALDER ST	095-064-0089	\$78,000	\$63,500	\$63,500	81.41	18	0	
285	2/11/2021	6236-1088	0.00	12R FRONT ST #202	072-002-0006	\$375,000	\$367,400	\$0	97.97	14	0	
286	2/11/2021	6236-1464	0.00	26 CYPRESS CIR	104-070-0011	\$469,900	\$435,800	\$0	92.74	14	0	
287	2/11/2021	6236-1538	0.00	608 CANTERBURY DR	104-079-0608	\$120,000	\$108,400	\$108,400	90.33	18	0	
290	2/12/2021	6236-2505	0.00	50 BROOKSIDE DR #B6	054-004-0014	\$219,900	\$154,900	\$153,500	70.44	14	0	
291	2/12/2021	6236-2825	0.38	36 HAVEN LN	065-039-0000	\$462,000	\$387,900	\$345,100	79.63	11	0	
292	2/16/2021	6237-0449	0.23	8 SQUIRE WAY	095-079-0004	\$515,000	\$405,200	\$371,200	78.68	11	0	
293	2/16/2021	6237-2130	0.26	4 GILL ST	073-009-0000	\$731,000	\$465,800	\$468,500	63.72	11	0	
296	2/17/2021	6238-0701	0.17	93 PARK ST	063-128-0000	\$311,300	\$362,500	\$386,900	118.45	12	0	
297	2/17/2021	6238-1727	0.13	10 MAGNOLIA LN	071-027-0000	\$408,000	\$286,900	\$287,400	70.67	11	0	
299	2/18/2021	6238-2889	0.00	44 LINDENSHIRE AVE	095-064-0103	\$30,000	\$40,500	\$36,400	121.33	18	0	99 Unclassified Exclusion
300	2/19/2021	6239-0479	0.00	19 CYPRESS CIR	104-070-0006	\$472,300	\$435,800	\$0	92.27	14	0	
301	2/19/2021	6239-1171	0.00	21 CYPRESS CIR	104-070-0007	\$467,000	\$435,800	\$20,800	93.32	14	0	
302	2/19/2021	6239-1849	0.00	37 ERNEST AVE #11	074-080-0011	\$125,000	\$96,600	\$96,600	77.28	14	0	
303	2/22/2021	6239-2601	1.15	11 CRAGMERE HEIGHTS	032-024-0000	\$172,500	\$163,200	\$163,200	94.61	22	0	
304	2/22/2021	6239-2973	0.00	12R FRONT ST #101	072-002-0002	\$365,000	\$362,400	\$0	99.29	14	0	
308	2/22/2021	6240-1087	0.00	50 BROOKSIDE DR #N2	054-004-0114	\$235,000	\$153,900	\$153,900	65.49	14	0	
309	2/23/2021	6240-1654	0.00	14 ICEY HILL CO OP MH PK	103-015-0014	\$79,900	\$34,200	\$34,200	42.8	18	0	
311	2/24/2021	6241-2111	0.00	11 BOULDER BK DR #6	080-002-0006	\$285,000	\$216,800	\$215,200	76.07	14	0	
312	2/25/2021	6241-2482	0.24	13 WINSLOW DR	095-079-0016	\$470,000	\$400,500	\$400,500	85.21	11	0	
313	2/25/2021	6241-2786	0.00	8 STERLING HILL LN #835	068-006-0835	\$390,000	\$383,900	\$383,900	93.31	14	0	
314	2/25/2021	6242-0501	0.56	10 HUNTER PL	087-027-0000	\$498,000	\$489,800	\$456,700	94.34	11	0	
315	2/26/2021	6243-0843	0.00	12R FRONT ST #102	072-002-0003	\$379,900	\$367,400	\$0	96.71	14	0	
316	3/1/2021	6243-1790	0.26	8 GARY LN	095-006-0000	\$415,000	\$297,500	\$297,800	71.69	11	0	
319	3/1/2021	6244-0638	2.01	7 SINCLAIR DR	021-036-0006	\$792,000	\$817,000	\$789,400	103.16	11	0	

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Verno	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
320	3/2/2021	6244-1445	0.00	105 PORTSMOUTH AVE #36	065-124-0036	\$142,000	\$136,400	\$136,400	96.06	14	0	
321	3/2/2021	6244-2513	1.18	4 ENO DR	075-017-0022	\$762,000	\$669,200	\$669,200	87.82	11	0	
322	3/2/2021	6244-2607	0.00	156 FRONT ST #304	073-049-0044	\$175,000	\$127,900	\$137,200	73.09	14	0	
324	3/3/2021	6245-0837	0.00	24 FRANKLIN ST	072-072-0004	\$740,000	\$718,300	\$718,300	97.07	14	0	
326	3/3/2021	6245-2060	0.00	7 DOW ST	103-006-0002	\$170,000	\$146,500	\$0	86.18	18	0	
328	3/4/2021	6246-0329	0.00	33C WASHINGTON ST	073-121-0003	\$450,000	\$330,700	\$332,700	73.49	14	0	
329	3/5/2021	6246-1682	1.71	17 EXETER FALLS DR	108-011-0000	\$893,000	\$639,100	\$639,100	71.57	11	0	
330	3/5/2021	6246-1703	0.00	1 STONEWALL WAY #C	019-016-0019	\$255,000	\$212,400	\$215,400	83.29	14	0	
331	3/5/2021	6246-1765	0.15	26 HIGHLAND ST	065-145-0000	\$359,900	\$228,800	\$228,800	63.57	11	0	
333	3/8/2021	6247-0123	1.17	8 SPARROW LANE	083-093-0002	\$759,900	\$744,000	\$0	97.91	11	0	
334	3/8/2021	6247-0127	0.00	5 STERLING HILL LN #513	088-006-0513	\$392,000	\$386,600	\$386,600	98.62	14	0	
335	3/8/2021	6247-1010	0.53	10 FOLSOM ST	071-074-0000	\$380,000	\$373,200	\$373,200	103.67	11	0	
336	3/9/2021	6247-2099	0.00	14A E&H COOPERATIVE PK	087-008-A-14	\$101,500	\$69,400	\$70,000	68.37	18	0	
341	3/10/2021	6248-0786	0.00	9 OLD TOWN FARM RD	031-014-0001	\$210,000	\$197,300	\$0	93.95	14	0	
345	3/10/2021	6248-1351	0.25	15 GREEN HILL RD	065-069-0000	\$340,000	\$316,800	\$316,800	93.18	11	0	
347	3/12/2021	6249-1955	0.00	14 HILTON AVE	095-064-0165	\$30,000	\$48,000	\$48,000	160	18	0	51 Foreclosure
348	3/15/2021	6250-1139	0.00	6 LIBERTY LN	080-006-0039	\$150,000	\$253,200	\$253,200	168.8	14	0	27 Less than 100% Interest Transferred
349	3/16/2021	6250-2012	0.00	232 ROBINHOOD DR	104-079-0232	\$140,500	\$74,400	\$74,400	52.95	18	0	
351	3/16/2021	6250-2985	11.64	4 ROCKY HILL	070-012-0000	\$40,000	\$127,434	\$2,832	318.58	57	0	38 Family/Relatives/Affil as Grantor/Grantee
352	3/17/2021	6251-1265	0.29	20 HALL PL	072-050-0000	\$425,000	\$338,100	\$332,900	79.55	12	0	
355	3/18/2021	6251-2808	0.00	3B E&H COOPERATIVE PK	087-008-B-03	\$105,000	\$43,800	\$35,600	41.71	18	0	
360	3/19/2021	6252-2037	0.38	43 HAMPTON RD	087-017-0001	\$75,000	\$164,200	\$0	218.93	22	0	40 Business Affiliates as Grantor/Grantee
362	3/22/2021	6253-0910	0.18	24 HAVEN LN	065-034-0000	\$382,900	\$275,500	\$271,300	71.95	11	0	
367	3/23/2021	6253-2966	0.00	189 WATER ST	064-048-0005	\$125,000	\$191,400	\$191,400	153.12	44	0	27 Less than 100% Interest Transferred
370	3/24/2021	6254-2129	1.00	5 RIVERWOODS DR	097-025-0000	\$533,000	\$455,900	\$451,500	85.53	11	0	
371	3/29/2021	6256-1467	0.00	7 WILLEY CREEK RD #106	047-008-0106	\$389,933	\$373,400	\$371,900	95.76	14	0	
372	3/29/2021	6257-0567	0.00	24 WILLEY CREEK RD #408	047-008-2448	\$525,800	\$441,300	\$0	83.93	14	0	
374	3/30/2021	6257-1930	0.00	24 WILLEY CREEK RD #407	047-008-2447	\$528,500	\$448,500	\$0	84.86	14	0	
376	3/30/2021	6257-2403	5.60	50 NEWFIELDS RD	035-009-0000	\$384,300	\$345,100	\$324,400	89.8	11	0	
377	3/30/2021	6257-2962	0.00	26 ERNEST AVE #08	074-076-0008	\$90,000	\$88,300	\$88,300	98.11	14	0	
378	3/30/2021	6257-2975	0.00	26 ERNEST AVE #07	074-076-0007	\$90,000	\$88,200	\$88,200	98	14	0	
379	3/30/2021	6258-0079	0.00	50 BROOKSIDE DR #N8	054-004-0120	\$211,000	\$154,500	\$154,500	73.22	14	0	
381	3/31/2021	6258-1733	0.00	73 HAYES MH PK	064-105-0073	\$57,000	\$38,000	\$38,000	66.67	18	0	
382	3/31/2021	6258-1800	21.07	110 HOLLAND WAY	051-017-0000	\$550,000	\$224,200	\$224,200	40.76	57	0	24 Sale Between owners of Abutting Prop
383	3/31/2021	6258-2798	0.00	156 FRONT ST #314	073-049-0054	\$193,000	\$142,000	\$142,000	73.58	14	0	

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387	4/1/2021	6259-1143	0.00	2 STERLING HILL LN #241	088-006-0241	\$379,000	\$292,600	\$292,600	77.2	14	0	
388	4/1/2021	6259-1180	0.00	7 WILLEY CREEK RD #204	047-008-0204	\$437,500	\$405,100	\$403,600	92.59	14	0	
390	4/2/2021	6259-2434	2.11	54 KINGSTON RD	097-003-0000	\$739,900	\$547,000	\$140,500	73.93	11	0	
391	4/2/2021	6259-2889	0.00	33 CYPRESS CIR	104-070-0015	\$428,500	\$437,700	\$0	102.15	14	0	
392	4/2/2021	6260-1274	0.24	26 AUBURN ST	071-022-0000	\$337,000	\$304,300	\$303,400	90.3	11	0	
394	4/5/2021	6260-2336	0.00	24 WILLEY CREEK RD #101	047-008-2411	\$483,000	\$448,500	\$0	92.86	14	0	
395	4/5/2021	6260-2557	0.52	98 EPPING RD	055-005-0000	\$575,000	\$483,700	\$494,500	84.12	33	0	
396	4/5/2021	6260-2819	2.01	6 SINCLAIR DR	021-036-0005	\$800,000	\$575,800	\$575,800	71.97	11	0	
397	4/6/2021	6261-0358	0.00	24 WILLEY CREEK RD #107	047-008-2417	\$487,600	\$448,500	\$0	91.98	14	0	
399	4/7/2021	6261-1926	0.00	24 WILLEY CREEK RD #208	047-008-2428	\$498,500	\$441,300	\$0	88.53	14	0	
400	4/7/2021	6261-2559	2.90	9 JOHN WEST RD	101-008-0005	\$299,900	\$180,100	\$0	60.05	22	0	
401	4/8/2021	6262-0305	0.00	69 MAIN ST #D	063-255-0004	\$534,900	\$509,300	\$0	95.21	14	0	
404	4/9/2021	6262-2712	0.23	57 WESTSIDE DR	074-036-0000	\$365,000	\$258,100	\$245,700	70.71	11	0	
405	4/9/2021	6263-0082	0.00	50 BROOKSIDE DR #C5	054-004-0021	\$223,600	\$153,900	\$153,900	68.83	14	0	
406	4/12/2021	6263-1423	0.00	69 MAIN ST #E	063-255-0005	\$499,900	\$509,300	\$0	101.88	14	0	
407	4/12/2021	6263-1510	1.24	2 BLACKFORD DR	075-017-0028	\$795,000	\$633,100	\$629,300	79.64	11	0	
408	4/12/2021	6263-1590	0.00	18 JOANNE CT	103-013-0018	\$92,000	\$64,400	\$63,600	70	18	0	
409	4/12/2021	6263-1687	0.00	40 HAYES MH PK	064-105-0040	\$102,800	\$66,800	\$66,800	64.98	18	0	
413	4/15/2021	6265-2018	0.00	7 WILLEY CREEK RD #404	047-008-0404	\$453,200	\$405,100	\$403,600	89.39	14	0	
414	4/15/2021	6265-2148	0.35	34 PINE ST	083-069-0000	\$1,725,000	\$1,321,800	\$1,321,800	76.63	11	0	
415	4/16/2021	6266-0348	0.10	8 MEMORIAL LN	073-035-0000	\$365,000	\$280,100	\$279,900	76.74	11	0	
416	4/16/2021	6266-0484	0.00	50 BROOKSIDE DR #A4	054-004-0004	\$225,000	\$150,400	\$154,500	66.84	14	0	
418	4/19/2021	6266-1216	0.11	20 PROSPECT ST	065-161-0000	\$435,000	\$276,800	\$275,400	63.63	11	0	
419	4/19/2021	6266-1487	0.90	12 CRAWFORD AVE	094-005-0000	\$432,000	\$384,300	\$394,200	88.96	11	0	
420	4/20/2021	6267-0453	0.00	13 FIRST ST PINECREST PK	087-014-013A	\$136,000	\$114,500	\$114,500	84.19	18	0	
421	4/20/2021	6267-2278	0.00	19 CONTINENTAL DR	046-007-0002	\$1,100,000	\$605,000	\$605,000	55	23	0	
422	4/21/2021	6267-2953	0.00	24 WILLEY CREEK RD #106	047-008-2416	\$413,800	\$373,400	\$0	90.24	14	0	
423	4/22/2021	6268-1600	0.00	61 ACADIA LN #408	069-003-0408	\$400,000	\$346,500	\$346,500	86.62	14	0	
424	4/23/2021	6269-0359	0.58	29 ASHBROOK RD	090-011-0000	\$15,000	\$0	\$0	0	22	0	11 Property Sold Not Separately Assessed
426	4/26/2021	6269-1558	0.00	24 WILLEY CREEK RD #108	047-008-2418	\$483,300	\$441,300	\$0	91.31	14	0	
427	4/27/2021	6270-1119	0.00	7 STERLING HILL LN #736	068-006-0736	\$465,000	\$400,800	\$400,800	86.19	14	0	
431	4/28/2021	6271-0458	0.00	7 WILLEY CREEK RD #406	047-008-0406	\$453,200	\$405,100	\$403,600	89.39	14	0	
432	4/29/2021	6271-1739	0.00	24 WILLEY CREEK RD #402	047-008-2442	\$509,200	\$441,300	\$0	86.67	14	0	
435	4/29/2021	6271-2288	2.00	56 WATSON RD	033-017-0000	\$523,000	\$371,600	\$356,000	71.05	11	0	
436	4/30/2021	6272-0434	0.00	11 BEECH HILL MH PK	032-012-0011	\$5,000	\$21,900	\$21,900	438	18	0	81 Estate Sale With Fiduciary Covenants

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Verno	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
437	4/30/2021	6272-0626	3.04	90 BEECH HILL RD	017-009-0005	\$810,000	\$555,400	\$555,400	68.57	11	0	
438	4/30/2021	6272-1274	0.28	48 FRANKLIN ST	072-080-0000	\$1,120,000	\$518,400	\$518,400	46.29	11	0	
439	4/30/2021	6272-2063	0.00	17 LIBERTY LN	080-008-0032	\$378,500	\$239,300	\$239,300	63.22	14	0	
440	4/30/2021	6272-2396	0.20	3 PORTSMOUTH AVE	071-032-0000	\$290,000	\$285,800	\$285,800	98.55	11	0	
441	5/3/2021	6273-0173	0.00	1 BROOKSIDE DR #10	063-102-0010	\$137,500	\$112,300	\$112,300	81.67	14	0	
443	5/3/2021	6273-0740	0.00	24 WILLEY CREEK RD #201	047-008-2421	\$487,000	\$448,500	\$0	92.09	14	0	
445	5/3/2021	6273-1164	0.00	69 MAIN ST #1	063-255-0009	\$585,900	\$466,100	\$0	79.55	14	0	15 Improvements +/- Incomplete at Assmt date
446	5/3/2021	6273-1558	0.00	24 WILLEY CREEK RD #202	047-008-2422	\$499,100	\$441,300	\$0	88.42	14	0	
447	5/3/2021	6273-2376	2.54	1 FARMINGTON RD	100-002-0001	\$610,000	\$478,500	\$478,500	78.44	11	0	
450	5/4/2021	6273-2701	0.00	20 PINE ST #A	083-085-0001	\$655,000	\$616,900	\$0	94.18	14	0	
451	5/4/2021	6274-1469	0.00	24 WILLEY CREEK RD #302	047-008-2432	\$497,100	\$441,300	\$0	88.77	14	0	
452	5/5/2021	6274-1945	0.00	5 STERLING HILL LN #535	068-006-0535	\$335,000	\$314,600	\$314,600	93.91	14	0	
453	5/5/2021	6274-2295	0.15	22 CARROLL ST	073-080-0000	\$380,000	\$300,300	\$294,700	79.03	12	0	
454	5/7/2021	6275-2100	0.00	24 WILLEY CREEK RD #308	047-008-2438	\$536,800	\$441,300	\$0	82.21	14	0	
455	5/7/2021	6275-2307	0.00	6 WANDA LN	095-064-0073	\$175,000	\$125,300	\$125,300	71.6	18	0	
456	5/7/2021	6275-2318	13.44	1 RESERVOIR DR	070-012-0001	\$375,000	\$285,400	\$0	76.11	22	0	90 RSA 79-A Current Use
460	5/10/2021	6276-1307	2.80	194 COURT ST	111-003-0000	\$165,000	\$12,300	\$126	7.45	57	0	19 Multi-Town Property
461	5/10/2021	6276-1774	0.00	156 FRONT ST #420	073-049-0080	\$249,000	\$192,800	\$192,800	77.43	14	0	
462	5/10/2021	6276-1990	0.00	57 ACADIA LN	069-003-0033	\$475,000	\$404,500	\$404,500	85.16	14	0	
463	5/10/2021	6276-2396	0.92	137A COURT ST	095-003-0001	\$350,000	\$407,900	\$407,900	116.54	11	0	
465	5/11/2021	6276-2871	0.00	6 STERLING HILL LN #634	068-006-0634	\$385,000	\$319,400	\$319,400	82.96	14	0	
466	5/11/2021	6277-0846	0.00	24 WILLEY CREEK RD #404	047-008-2444	\$459,000	\$373,400	\$0	81.35	14	0	
467	5/11/2021	6277-1342	0.00	50 BROOKSIDE DR #14	054-004-0076	\$193,000	\$153,900	\$153,900	79.74	14	0	
468	5/12/2021	6277-2480	0.00	7 BEECH HILL MH PK	032-012-0007	\$140,000	\$70,400	\$64,600	50.29	18	0	
470	5/13/2021	6278-0352	0.00	3 STERLING HILL LN #341	068-006-0341	\$365,000	\$292,600	\$292,600	80.16	18	0	
471	5/13/2021	6278-0391	0.23	42 EXETER FARMS RD	068-012-0000	\$530,000	\$443,900	\$443,900	83.75	11	0	
472	5/13/2021	6278-0417	0.22	43 FRONT ST	072-198-0000	\$500,000	\$1,074,800	\$1,074,800	214.96	57	0	36 Relig/Char/edu as Grantor/Grantee
474	5/14/2021	6278-1928	0.00	24 WILLEY CREEK RD #207	047-008-2427	\$522,000	\$448,500	\$0	85.92	14	0	
476	5/14/2021	6279-0296	1.10	13 BEECH HILL RD	032-028-0000	\$352,000	\$376,300	\$376,300	106.9	11	0	
477	5/17/2021	6279-0611	0.27	2 ANNS LN	070-051-0000	\$420,000	\$309,000	\$307,100	73.57	11	0	
480	5/17/2021	6279-1422	0.00	21 CORNWALL AVE	095-084-0237	\$82,100	\$38,300	\$38,300	46.65	18	0	
481	5/17/2021	6279-1862	0.00	24 WILLEY CREEK RD #203	047-008-2423	\$446,800	\$372,800	\$0	83.44	14	0	
483	5/18/2021	6279-2856	0.00	75 HIGH ST #GA4	071-098-0008	\$295,100	\$226,000	\$226,000	76.58	14	0	
484	5/18/2021	6280-0252	0.00	69 MAIN ST #H	063-255-0008	\$569,900	\$466,400	\$0	81.84	14	0	15 Improvements +/- Incomplete at Assmt date
485	5/19/2021	6280-1652	0.00	24 WILLEY CREEK RD #306	047-008-2436	\$472,800	\$373,400	\$0	78.98	14	0	

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Vemo	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
486	5/19/2021	6280-1737	0.00	203 WATER ST	064-048-0018	\$349,500	\$195,700	\$195,700	55.99	14	0	
490	5/20/2021	6281-0860	0.18	50 WESTSIDE DR	081-019-0000	\$370,000	\$276,300	\$276,700	74.68	11	0	
492	5/21/2021	6281-1017	0.58	24 WOOD RIDGE LN	011-018-0013	\$655,000	\$529,300	\$528,600	80.81	11	0	
493	5/21/2021	6281-1573	0.00	24 WILLEY CREEK RD #307	047-008-2437	\$513,200	\$448,500	\$0	87.39	14	0	
494	5/21/2021	6281-2006	0.00	29 ACADIA LN	069-003-0005	\$453,000	\$386,000	\$386,000	85.21	14	0	
495	5/21/2021	6281-2568	0.00	156 FRONT ST #207	073-049-0026	\$192,500	\$138,900	\$138,900	72.16	14	0	
496	5/21/2021	6281-2608	0.00	143 ROBINHOOD DR	104-079-0143	\$80,000	\$57,800	\$57,800	72.25	18	0	
497	5/24/2021	6282-0068	0.35	26 BRENTWOOD RD	062-039-0000	\$725,000	\$400,600	\$428,100	55.26	11	0	
498	5/24/2021	6282-0250	0.00	5 STERLING HILL LN #528	068-006-0528	\$384,900	\$329,800	\$329,800	85.68	14	0	
499	5/24/2021	6282-0798	0.16	5 TWIN POND CIR	090-018-0007	\$550,000	\$458,200	\$458,200	83.31	11	0	
502	5/25/2021	6282-1940	0.28	6 LEARY CT	052-058-0000	\$392,500	\$284,200	\$284,200	72.41	11	0	
504	5/26/2021	6283-1824	0.00	24 WILLEY CREEK RD #401	047-008-2441	\$516,500	\$448,500	\$0	86.93	14	0	
505	5/27/2021	6283-2953	0.00	131 COURT ST #12	094-024-0012	\$461,000	\$328,900	\$315,400	71.34	14	0	
507	5/27/2021	6284-0418	0.78	11 CAPTAINS WAY	021-027-0000	\$685,000	\$532,900	\$532,900	77.8	11	0	
508	5/27/2021	6284-0478	0.00	50 BROOKSIDE DR #14	054-004-0076	\$193,000	\$153,900	\$153,900	79.74	14	0	
509	5/27/2021	6284-0605	0.00	41 FRONT ST #2	072-199-0002	\$302,900	\$179,400	\$179,400	59.23	14	0	
510	5/28/2021	6285-0038	0.00	69 MAIN ST #G	063-255-0007	\$569,933	\$548,700	\$0	96.27	14	0	15 Improvements +/- Incomplete at Assmt date
512	5/28/2021	6285-0950	2.49	7 JOHN WEST RD	101-008-0004	\$275,000	\$176,500	\$0	64.18	22	0	
513	6/1/2021	6285-1324	1.04	49 HAMPTON FALLS RD	091-034-0000	\$717,000	\$444,800	\$444,800	62.04	11	0	
514	6/1/2021	6285-1738	0.92	22 CULLEN WAY	096-013-0000	\$625,000	\$431,000	\$431,000	68.96	11	0	
515	6/1/2021	6285-2110	0.00	24 WILLEY CREEK RD #105	047-008-2415	\$419,000	\$372,800	\$0	88.97	14	0	
516	6/1/2021	6285-2602	0.24	51 HAMPTON RD	087-015-0000	\$450,000	\$270,800	\$267,100	60.18	33	0	
517	6/1/2021	6286-0431	0.09	11 MAPLE ST	072-152-0000	\$445,000	\$287,500	\$267,700	64.61	11	0	
518	6/2/2021	6286-2735	0.00	42 DONNA DR	103-013-0042	\$100,000	\$44,800	\$44,800	44.8	18	0	
519	6/3/2021	6286-2793	0.92	14 HERITAGE WAY	074-068-0000	\$590,000	\$543,100	\$538,100	92.05	11	0	
520	6/7/2021	6288-0559	2.00	36 WATSON RD	033-005-0000	\$480,000	\$387,400	\$369,400	80.71	11	0	
522	6/7/2021	6288-0967	0.17	12 HOBART ST	074-087-0000	\$300,000	\$244,400	\$244,000	81.47	11	0	
523	6/7/2021	6288-1407	0.00	7 WILLEY CREEK RD #105	047-008-0105	\$415,000	\$372,800	\$371,300	89.83	14	0	
525	6/8/2021	6288-1506	0.00	31 CYPRESS CIR	104-070-0016	\$571,000	\$435,800	\$0	76.32	14	0	
526	6/10/2021	6289-1727	1.70	11 DEER RUN RD	032-033-0000	\$725,000	\$594,300	\$591,300	81.97	11	0	
528	6/10/2021	6289-2278	0.00	13 HAYES MH PK	064-105-0013	\$35,000	\$32,800	\$32,300	93.71	18	0	
529	6/10/2021	6289-2470	0.00	4 STERLING HILL LN #412	068-006-0412	\$402,000	\$335,300	\$335,300	83.41	14	0	
530	6/11/2021	6290-0028	0.00	3 STERLING HILL LN #344	068-008-0344	\$355,000	\$314,300	\$314,300	88.54	14	0	
532	6/11/2021	6290-0569	0.21	4 DEWEY ST	064-015-0000	\$410,000	\$276,700	\$279,000	67.49	11	0	
533	6/14/2021	6290-1321	0.00	24 WILLEY CREEK RD #304	047-008-2434	\$436,000	\$373,400	\$0	85.64	14	0	

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536	6/14/2021	6290-2481	0.00	17C E&H COOPERATIVE PK	087-008-C-17	\$10,000	\$26,100	\$26,100	261	18	0	81 Estate Sale With Fiduciary Covenants
537	6/14/2021	6291-0289	0.76	36 HAMPTON FALLS RD	091-001-0000	\$713,000	\$501,200	\$501,200	70.29	11	0	
540	6/16/2021	6292-0215	0.00	105 PORTSMOUTH AVE #32	065-124-0032	\$210,000	\$136,400	\$136,400	64.95	14	0	
541	6/17/2021	6292-0571	0.78	7 THISTLE WAY	063-093-0005	\$822,900	\$439,900	\$0	53.46	11	0	15 Improvements +/- Incomplete at Assmt date
542	6/17/2021	6292-0737	0.00	24 WILLEY CREEK RD #303	047-008-2433	\$434,900	\$372,800	\$0	85.72	14	0	
543	6/17/2021	6292-0905	0.00	24 WILLEY CREEK RD #406	047-008-2446	\$458,500	\$373,400	\$0	81.44	14	0	
544	6/18/2021	6292-1726	0.00	27 ERNEST AVE #20	074-077-0020	\$100,000	\$110,300	\$110,300	110.3	14	0	
545	6/18/2021	6292-1739	0.00	19 HAMPTON RD #8A	086-011-0008	\$97,000	\$89,300	\$89,300	92.06	44	0	
549	6/21/2021	6293-0946	1.34	107 BRENTWOOD RD	060-024-0001	\$245,000	\$166,400	\$0	67.92	22	0	
551	6/22/2021	6293-1841	0.00	205 ROBINHOOD DR	104-079-0205	\$167,500	\$128,300	\$124,800	76.6	18	0	
552	6/22/2021	6293-1856	0.07	5 KOSSUTH ST	073-208-0000	\$295,000	\$217,700	\$211,200	73.8	11	0	
557	6/24/2021	6294-1981	0.00	24 WILLEY CREEK RD #305	047-008-2435	\$466,800	\$372,800	\$0	79.86	14	0	
558	6/25/2021	6295-0380	0.00	28B FRANKLIN ST	072-074-0002	\$855,000	\$747,400	\$747,400	87.42	14	0	
559	6/25/2021	6295-0384	0.60	4 THISTLE WAY	063-093-0004	\$782,600	\$509,500	\$0	65.1	11	0	15 Improvements +/- Incomplete at Assmt date
561	6/25/2021	6295-1522	0.00	4 BROOKSIDE DR #1	063-102-0037	\$180,000	\$112,300	\$112,300	62.39	14	0	
562	6/25/2021	6295-1877	0.00	24 WILLEY CREEK RD #405	047-008-2445	\$454,300	\$372,800	\$0	82.06	14	0	
563	6/28/2021	6295-2198	2.20	16 CROSS RD	099-005-0000	\$580,000	\$401,100	\$401,100	69.16	11	0	
567	6/28/2021	6295-2846	0.00	9 SECOND ST PINECREST PK	087-014-009B	\$129,500	\$84,900	\$84,100	65.56	18	0	
568	6/28/2021	6295-2986	0.00	7 WILLEY CREEK RD #106	047-008-0106	\$390,000	\$373,400	\$371,900	95.74	14	0	99 Unclassified Exclusion
569	6/28/2021	6296-0407	0.50	31 ASHBROOK RD	090-010-0000	\$425,000	\$310,900	\$310,900	73.15	11	0	
570	6/29/2021	6296-2835	0.00	21 CORNWALL AVE	095-064-0237	\$110,000	\$38,300	\$38,300	34.82	18	0	
571	6/29/2021	6296-2859	0.00	156 FRONT ST #306	073-049-0046	\$250,000	\$161,900	\$161,900	64.76	14	0	
572	6/30/2021	6297-0820	1.10	11 MILLSTREAM DR	062-065-0000	\$590,000	\$503,300	\$485,300	85.31	11	0	
573	6/30/2021	6297-0889	1.00	2 CONTINENTAL DR	047-002-0001	\$800,000	\$572,100	\$568,900	71.51	33	0	
574	6/30/2021	6297-1837	0.00	25 ERNEST AVE #09	074-075-0009	\$160,000	\$96,700	\$96,700	60.44	14	0	
575	6/30/2021	6297-2261	0.00	89 HIGH ST #2	071-096-0002	\$197,900	\$151,500	\$151,500	76.55	14	0	
576	6/30/2021	6297-2316	0.81	316 WATER ST	064-025-0000	\$545,000	\$378,700	\$380,200	69.49	12	0	
577	6/30/2021	6297-2492	0.38	57 POWDER MILL RD	112-007-0000	\$1,400,000	\$324,717	\$327,817	23.19	11	0	19 Multi-Town Property
578	6/30/2021	6297-2866	15.08	131 PORTSMOUTH AVE	052-112-0000	\$4,000,000	\$3,838,600	\$6,207,800	95.96	34	0	
580	7/1/2021	6298-0080	0.00	24 WILLEY CREEK RD #103	047-008-2413	\$412,500	\$372,800	\$0	90.38	14	0	
581	7/1/2021	6298-0610	0.00	24 WILLEY CREEK RD #301	047-008-2431	\$535,000	\$448,500	\$0	83.83	14	0	
582	7/1/2021	6298-1359	0.00	20 PINE ST #C	083-065-0003	\$685,000	\$647,900	\$0	94.58	14	0	
583	7/2/2021	6299-0724	0.22	34 RIVER ST	072-095-0000	\$875,000	\$374,000	\$333,800	42.74	11	0	15 Improvements +/- Incomplete at Assmt date
584	7/6/2021	6299-2496	0.37	6 NATHANIEL WAY	088-001-0007	\$489,000	\$368,600	\$368,600	75.38	11	0	
586	7/6/2021	6299-2913	0.27	24 DOUGLASS WAY	052-039-0000	\$395,000	\$291,800	\$291,800	73.87	11	0	

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587	7/6/2021	6299-2934	0.43	16 PHINNEY LN	090-004-0000	\$525,000	\$277,300	\$277,500	52.82	11	0	
588	7/7/2021	6300-1206	0.35	6 DEARBORN BROOK CIR	070-061-0016	\$820,000	\$673,200	\$673,200	82.1	11	0	
591	7/9/2021	6301-1016	0.00	27 ERNEST AVE #07	074-077-0007	\$160,000	\$101,000	\$101,000	63.12	14	0	
592	7/12/2021	6301-1536	0.00	24 WILLEY CREEK RD #205	047-008-2425	\$431,300	\$372,800	\$0	86.44	14	0	
593	7/12/2021	6301-1583	0.00	2 STERLING HILL LN #243	068-006-0243	\$400,000	\$334,500	\$334,500	83.62	14	0	
597	7/13/2021	6302-1695	0.00	6 PECAN ST	095-064-0209	\$120,000	\$27,400	\$23,800	22.83	18	0	15 Improvements +/- Incomplete at Assmt date
598	7/14/2021	6303-0896	5.74	6 ENO DR	075-017-0021	\$895,000	\$683,300	\$683,300	76.35	11	0	
599	7/15/2021	6303-1097	1.40	14 OLD TOWN FARM RD	028-001-0000	\$45,000	\$224,700	\$223,700	499.33	11	0	27 Less than 100% Interest Transferred
600	7/15/2021	6303-1528	0.00	24 WILLEY CREEK RD #403	047-008-2443	\$458,300	\$372,800	\$0	81.34	14	0	
601	7/15/2021	6303-1946	2.24	263 EPPING RD	031-010-0000	\$365,000	\$312,200	\$312,200	85.53	11	0	38 Family/Relatives/Affil as Grantor/Grantee
604	7/16/2021	6303-2581	1.00	3 HARTMANN PL	062-061-0000	\$622,500	\$462,800	\$462,800	74.35	11	0	
605	7/16/2021	6304-0236	0.47	18 HAMPTON FALLS RD	086-019-0000	\$365,000	\$291,400	\$291,400	79.84	11	0	
606	7/16/2021	6304-0764	2.09	1 DEERHAVEN DR	080-008-0001	\$730,000	\$586,700	\$586,700	80.37	11	0	
607	7/19/2021	6304-2561	0.00	24 WILLEY CREEK RD #305	047-008-2435	\$466,800	\$372,800	\$0	79.86	14	0	
608	7/19/2021	6304-2823	0.00	50 BROOKSIDE DR #K7	054-004-0095	\$235,000	\$153,900	\$153,900	65.49	14	0	
609	7/19/2021	6305-0003	0.00	24 WILLEY CREEK RD #104	047-008-2414	\$490,000	\$373,400	\$0	76.2	14	0	
610	7/21/2021	6305-1577	0.00	24 WILLEY CREEK RD #102	047-008-2412	\$600,000	\$441,300	\$0	73.55	14	0	
611	7/21/2021	6305-1743	0.84	7 AMBERWOOD DR	091-016-0000	\$725,000	\$585,500	\$585,500	80.76	11	0	
614	7/23/2021	6306-2978	0.11	47 FRANKLIN ST	072-081-0000	\$800,000	\$424,100	\$424,100	53.01	11	0	
615	7/26/2021	6307-1043	0.16	28 EXETER HIGHLANDS DR	033-022-0000	\$450,000	\$321,500	\$320,900	71.44	11	0	
619	7/29/2021	6309-1420	0.00	163 WATER ST #C3	072-017-0003	\$325,000	\$206,000	\$206,000	63.38	44	0	
620	8/2/2021	6311-0059	0.53	10 FOLSOM ST	071-074-0000	\$556,000	\$373,200	\$373,200	67.12	11	0	
621	8/2/2021	6310-2960	0.23	1 ALLEN ST	052-105-0000	\$359,000	\$253,700	\$253,700	70.67	11	0	
622	8/2/2021	6310-2886	0.00	24 WILLEY CREEK RD #204	047-008-2424	\$446,000	\$373,400	\$0	83.72	14	0	
623	8/2/2021	6311-0588	0.29	13 PHINNEY LN	090-002-0000	\$422,500	\$243,700	\$243,700	57.68	11	0	
624	8/2/2021	6311-0531	0.18	17 HIGHLAND ST	065-151-0000	\$409,800	\$270,300	\$270,300	65.96	11	0	
626	8/3/2021	6311-0844	0.00	5 STONEWALL WAY #D	019-016-0044	\$429,500	\$328,900	\$328,900	76.58	14	0	
627	8/3/2021	6311-1355	0.00	4 WANDA LN	095-064-0074	\$89,000	\$32,000	\$32,000	35.96	18	0	
629	8/4/2021	6312-1580	0.00	26 LINDENSHIRE AVE	095-064-0094	\$76,900	\$23,400	\$23,400	30.43	18	0	
631	8/4/2021	6312-1370	0.00	193 WATER ST	064-048-0009	\$88,000	\$65,000	\$65,000	73.86	44	0	
632	8/4/2021	6312-0762	0.04	2 SCHOOL ST	073-216-0000	\$300,000	\$223,900	\$223,900	74.63	11	0	38 Family/Relatives/Affil as Grantor/Grantee
633	8/4/2021	6311-2497	0.00	24 WILLEY CREEK RD #206	047-008-2426	\$437,700	\$373,400	\$0	85.31	14	0	
634	8/4/2021	6312-0969	1.16	8 NATHANIEL WAY	088-001-0006	\$470,000	\$370,600	\$371,100	78.85	11	0	
635	8/5/2021	6312-1807	0.00	131 COURT ST #16	094-024-0016	\$472,000	\$312,800	\$312,800	66.27	14	0	
638	8/6/2021	6313-1010	0.35	2 SQUAMSCOTT CIR	070-061-0025	\$775,000	\$534,800	\$534,800	69.01	11	0	

EXETER EQ DATA SALE DATA LISTING.xls

Verno	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
641	8/9/2021	6313-2428	0.00	6 STERLING HILL LN #648	068-006-0648	\$425,000	\$333,300	\$333,300	78.42	14	0	
644	8/13/2021	6315-2773	0.20	9 SOUTH ST	072-121-0000	\$400,000	\$273,500	\$273,500	68.38	12	0	
645	8/13/2021	6315-1670	0.00	12R FRONT ST #202	072-002-0006	\$395,000	\$367,400	\$0	93.01	14	0	
646	8/13/2021	6315-2796	0.00	3 GILL ST	073-013-0002	\$525,000	\$391,900	\$391,900	74.65	14	0	
647	8/13/2021	6315-2171	0.25	15 GREEN HILL RD	065-069-0000	\$496,000	\$316,800	\$316,800	63.87	11	0	15 Improvements +/- Incomplete at Assmt date
650	8/16/2021	6316-1029	0.52	7 HAMPTON RD	069-032-0000	\$479,900	\$0	\$0	0	14	0	11 Property Sold Not Separately Assessed
651	8/16/2021	6316-1726	0.14	30 RIVER ST	072-094-0000	\$350,000	\$249,100	\$249,100	71.17	11	0	24 Sale Between owners of Abutting Prop
653	8/16/2021	6316-1433	0.43	28 RIVER BEND CIR	104-013-0000	\$541,500	\$388,600	\$388,600	71.76	11	0	
654	8/17/2021	6317-0116	0.22	6 WINDEMERE LN	070-061-0003	\$857,800	\$646,000	\$646,000	75.31	11	0	
655	8/17/2021	6316-2833	35.97	37 NEWFIELDS RD	035-013-0000	\$1,600,000	\$1,053,100	\$1,053,100	65.82	11	0	90 RSA 79-A Current Use
657	8/18/2021	6317-0830	0.25	25-31 FRANKLIN ST	072-075-0000	\$769,000	\$0	\$0	0	12	0	11 Property Sold Not Separately Assessed
658	8/19/2021	6317-2913	1.35	5 DEERHAVEN DR	060-010-0006	\$697,000	\$470,400	\$470,400	67.49	11	0	
663	8/23/2021	6318-2357	0.35	2 THELMA DR	095-046-0000	\$490,000	\$373,900	\$372,000	76.31	11	0	
664	8/23/2021	6319-0479	0.52	119 LINDEN ST	103-002-0000	\$361,000	\$277,600	\$264,200	76.9	11	0	
665	8/24/2021	6319-2485	0.00	8 ALDER ST	095-064-0088	\$55,000	\$21,000	\$21,000	38.18	18	0	
667	8/25/2021	6319-2582	0.54	1 HUNTER PL	087-036-0001	\$775,000	\$539,900	\$539,900	69.66	11	0	
668	8/25/2021	6320-0636	0.00	2 BOULDER BK DR #2	080-004-0002	\$385,000	\$305,700	\$305,700	79.4	14	0	
670	8/25/2021	6320-0159	12.50	20 BEECH HILL RD	032-012-0000	\$1,000,000	\$927,200	\$945,900	92.72	23	0	
671	8/30/2021	6321-2154	0.20	11 RIDGECREST DR	052-045-0000	\$315,000	\$240,100	\$240,100	76.22	11	0	
674	8/31/2021	6322-2594	0.29	3 WINSLOW DR	095-079-0021	\$451,000	\$385,500	\$385,500	85.48	11	0	
675	8/31/2021	6322-2813	2.20	16 JUNIPER RIDGE RD	098-009-0000	\$580,000	\$418,200	\$418,200	72.1	11	0	
677	9/1/2021	6323-0202	0.00	5-13 MCKAY DR	055-003-0001	\$765,000	\$325,000	\$325,000	42.48	23	0	
679	9/1/2021	6323-1025	0.00	50 BROOKSIDE DR #H6	054-004-0070	\$215,000	\$153,900	\$153,900	71.58	14	0	
680	9/1/2021	6323-1396	0.37	14 THELMA DR	104-056-0000	\$105,000	\$369,700	\$369,700	352.1	11	0	27 Less than 100% Interest Transferred
681	9/1/2021	6323-1947	0.95	8 CAPTAINS WAY	021-034-0000	\$980,000	\$612,000	\$612,000	62.45	11	0	
682	9/1/2021	6323-2272	0.00	39 ERNEST AVE #308	074-078-0024	\$175,000	\$111,000	\$111,000	63.43	14	0	
683	9/2/2021	6323-2941	0.46	25 CRAWFORD AVE	094-007-0000	\$402,000	\$320,000	\$320,000	79.6	11	0	
684	9/2/2021	6324-0553	0.00	4 BROOKSIDE DR #4	063-102-0040	\$188,000	\$122,100	\$122,100	64.95	14	0	
685	9/2/2021	6324-0678	0.25	25-31 FRANKLIN ST	072-075-0000	\$769,000	\$0	\$0	0	12	0	11 Property Sold Not Separately Assessed
688	9/3/2021	6325-0052	1.96	3 SLEEPY HOLLOW LN	071-067-0000	\$775,000	\$556,600	\$533,600	71.82	11	0	
689	9/7/2021	6325-0551	0.24	9 SALEM ST	063-186-0000	\$435,000	\$327,700	\$327,700	75.33	12	0	
690	9/7/2021	6325-0582	0.00	100 HIGH ST #4	071-051-0004	\$435,300	\$306,700	\$306,700	70.46	44	0	
691	9/7/2021	6325-1490	0.10	13 WARREN AVE	063-122-0000	\$310,000	\$231,900	\$231,900	74.81	11	0	
692	9/8/2021	6325-2007	0.00	22 SECOND ST PINECREST PK	087-014-022B	\$85,000	\$47,900	\$47,900	56.35	18	0	
695	9/10/2021	6326-2245	0.03	NO HAMPTON RD-SS	088-006-0000	\$502,000	\$6,100	\$6,100	1.22	22	0	19 Multi-Town Property

EXETER EQ DATA SALE DATA LISTING.xls

Verno	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
696	9/10/2021	6326-2746	0.12	21 WALNUT ST	063-176-0000	\$127,700	\$230,600	\$230,600	180.58	11	0	38 Family/Relatives/Affil as Grantor/Grantee
698	9/13/2021	6327-0867	0.23	15 ALLEN ST	052-100-0000	\$355,000	\$316,500	\$316,500	89.15	11	0	
702	9/13/2021	6327-2280	0.00	5 BOULDER BK DR #5	080-004-0005	\$263,400	\$283,000	\$283,000	107.44	14	0	
704	9/15/2021	6328-1299	0.00	10 SIR LANCELOT DR	104-079-0010	\$162,500	\$95,900	\$95,900	59.02	18	0	
705	9/15/2021	6328-1400	0.00	8 STERLING HILL LN #811	068-006-0811	\$425,000	\$328,200	\$328,200	77.22	14	0	
706	9/15/2021	6328-2522	3.55	5 JOHN WEST RD	101-008-0003	\$789,900	\$185,800	\$0	23.52	11	0	16 L/O Assessment - L/B Sale
707	9/15/2021	6328-2786	0.17	8 BONNIE DR	065-052-0000	\$420,000	\$279,200	\$279,200	66.48	11	0	
708	9/16/2021	6329-0152	0.46	16 RIVER BEND CIR	104-027-0000	\$755,000	\$509,200	\$509,200	67.44	11	0	
709	9/16/2021	6329-0251	0.00	163 WATER ST #A1	072-017-0012	\$510,000	\$381,400	\$381,400	74.78	14	0	
710	9/16/2021	6329-0387	1.59	11 CULLEN WAY	097-021-0000	\$729,000	\$494,300	\$494,300	67.81	11	0	
714	9/17/2021	6330-0137	0.00	95 COURT ST #8	083-055-0008	\$210,000	\$148,100	\$148,100	70.52	14	0	
715	9/21/2021	6330-2686	0.00	11 JOANNE CT	103-013-0011	\$140,000	\$99,000	\$99,000	70.71	18	0	
717	9/22/2021	6331-1284	0.00	3 BROOKSIDE DR #6	063-102-0030	\$180,000	\$112,300	\$112,300	62.39	14	0	
718	9/22/2021	6331-1310	0.95	171 COURT ST	104-002-0000	\$370,000	\$302,500	\$302,500	81.76	11	0	
719	9/22/2021	6331-1380	1.34	31 BLACKFORD DR	075-017-0025	\$905,000	\$679,500	\$679,500	75.08	11	0	
721	9/23/2021	6331-2893	0.48	7 OAK ST	063-221-0000	\$515,000	\$0	\$0	0	14	0	11 Property Sold Not Separately Assessed
722	9/23/2021	6332-0110	0.00	3 STERLING HILL LN #334	068-006-0334	\$390,000	\$289,200	\$289,200	74.15	14	0	
723	9/23/2021	6332-0465	0.00	53 HAYES MH PK	064-105-0053	\$150,000	\$68,300	\$68,300	45.53	18	0	
724	9/24/2021	6332-1233	0.00	21 DONNA DR	103-013-0021	\$90,000	\$60,400	\$60,400	67.11	18	0	
727	9/24/2021	6332-2500	0.16	24-26 GARFIELD ST	073-223-0000	\$550,000	\$322,900	\$322,900	58.71	12	0	
728	9/24/2021	6333-0125	0.00	1 STERLING HILL LN #133	068-006-0133	\$415,000	\$327,800	\$327,800	78.99	14	0	
730	9/27/2021	6333-0828	0.14	9 UNION ST	073-257-0000	\$615,000	\$362,600	\$362,600	58.96	11	0	
731	9/27/2021	6333-0850	0.00	1011 CAMELOT DR	104-079-1011	\$139,500	\$56,200	\$42,800	40.29	18	0	
732	9/27/2021	6333-2079	0.15	74 PARK ST	063-240-0000	\$480,000	\$306,400	\$306,400	63.83	11	0	
733	9/27/2021	6333-2331	0.00	14 BITTERSWEET LN #2	065-067-0002	\$172,000	\$137,700	\$137,700	80.06	14	0	
734	9/28/2021	6333-2777	0.12	4 LOCUST AVE	063-131-0000	\$480,500	\$310,000	\$310,000	64.52	11	0	
735	9/28/2021	6334-0419	0.00	95 COURT ST #4	083-055-0004	\$290,000	\$204,200	\$204,200	70.41	14	0	
736	9/28/2021	6334-0568	0.22	37 LINDEN ST	082-019-0000	\$388,000	\$285,800	\$285,800	73.66	11	0	
737	9/28/2021	6334-0639	0.00	521 CANTERBURY DR	104-079-0521	\$189,900	\$136,900	\$136,900	72.09	18	0	
739	9/29/2021	6334-2427	0.00	20 COACH RD	080-006-0009	\$405,000	\$244,100	\$244,100	60.27	14	0	
740	9/29/2021	6334-2495	0.00	4 BROOKSIDE DR #12	063-102-0048	\$188,500	\$122,700	\$122,700	65.09	14	0	
741	9/29/2021	6334-2537	0.43	173-179 WATER ST	064-050-0000	\$1,600,000	\$1,626,100	\$1,626,100	101.63	33	0	
742	9/29/2021	6334-2868	0.00	1 STERLING HILL LN #144	068-006-0144	\$379,900	\$310,800	\$310,800	81.81	14	0	
743	9/30/2021	6335-0717	0.14	1 EXETER FARMS RD	087-003-0001	\$535,000	\$384,900	\$384,900	71.94	11	0	
744	9/30/2021	6335-0720	0.00	16 SUMAC ST	095-064-0356	\$115,000	\$34,600	\$34,600	30.09	18	0	

EXETER EQ DATA SALE DATA LISTING.xls

Verno	Sale Date	Book Page	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
745	9/30/2021	6335-0742	0.00	50 BROOKSIDE DR #P5	054-004-0081	\$215,000	\$153,900	\$153,900	71.58	14	0	
746	9/30/2021	6335-0782	0.48	29 HAMPTON RD	087-023-0000	\$550,000	\$357,400	\$357,400	64.98	11	0	
749	9/30/2021	6335-1258	0.00	8 STERLING HILL LN #818	068-006-0818	\$421,000	\$328,200	\$328,200	77.96	14	0	
750	9/30/2021	6335-1720	1.20	105 KINGSTON RD	101-035-0000	\$645,000	\$499,100	\$499,100	77.38	11	0	
752	9/30/2021	6335-2312	0.00	4 BOULDER BK DR #4	080-004-0004	\$365,000	\$276,100	\$276,100	75.64	14	0	
753	9/30/2021	6335-2397	0.26	5 DOUGLASS WAY	085-023-0000	\$450,000	\$330,100	\$330,100	73.36	11	0	
754	9/30/2021	6335-2436	0.00	14 FIRST ST PINECREST PK	087-014-014A	\$121,000	\$82,700	\$82,700	68.35	18	0	

Correspondence



780 N. Commercial Street
P.O. Box 330
Manchester, NH 03105-0330

Erik Newman
Senior Counsel

603-634-2459
Erik.newman@eversource.com

Via USPS Priority

October 22, 2021

Copy

Andrea Kohler, Town Clerk
Town of Exeter
10 Front Street
Exeter, NH 03833

Re: **CR 2021-011 (formerly PUC DE 21-122) Petition for License to Construct and Maintain Electric Lines Over and Across State Land in Exeter and Brentwood**

Dear Clerk Kohler:

At the direction of the New Hampshire Department of Energy ("NHDOE"), we are herewith providing you with a copy of NHDOE Order of Notice issued in the above referenced proceeding.

If you have any questions about the enclosed Order Of Notice you may contact me at (603) 988-6635 or by email at matthew.cardin@eversource.com.

Very truly yours,

A handwritten signature in black ink that reads "Matthew Cardin". The signature is written in a cursive, flowing style.

Matthew Cardin
Permitting, Licensing and Compliance Specialist

Enclosure

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENERGY

CR 2021-011
(formerly DE 21-122)

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
D/B/A EVERSOURCE ENERGY

Petition for License
to Construct and Maintain Electric Lines
Over and Across State Lands in Exeter and Brentwood

ORDER OF NOTICE

On June 17, 2021, Public Service of New Hampshire d/b/a Eversource Energy (Eversource) filed a petition for a license to reconstruct and maintain its 115 kV electric transmission line (the H141 Line) over and across State lands in Exeter and Brentwood. The petition and subsequent docket filings, other than any information for which confidential treatment is requested of or granted by the Department, will be posted to the Department's website (www.energy.gov) at [Utility Crossings Over State Lands and Public Waters | NH Department of Energy](#).

The H141 Line was originally constructed around 1950 and crosses land owned by the New Hampshire Department of Transportation (NH DOT) in Exeter between Structures 175 and 177, and land owned by New Hampshire Fish and Game between Structures 181 and 189 in Brentwood. The land crossings were not previously licensed. Eversource now seeks a license to replace original wood Structures 175 through 177, and Structures 182, 183, 184, 186, 187 and 188 with weathered steel equivalents that will each be located within 10 feet of the original structure locations, with the exception of Structure 176, which is currently located within a large wetland and will be moved approximately 200 feet east to minimize wetland impacts. Structure

185 was replaced in 2018, but was not licensed at that time. The three existing conductors, one static wire, and one optical ground wire (OPGW) will be transferred to the new replacement structures. According to the petition, Eversource will obtain a New Hampshire Department of Environmental Services (NHDES) wetland Statutory Permit by Notification (SPN) prior to commencing work on the H141 Line at this location, and no other environmental permits are required.

The Department will review the filing to assess the necessity of the requested license to meet the reasonable requirements of reliable service to the public, as required by RSA 371:17, and whether the license may be exercised without substantially affecting public rights in the identified State owned lands in Exeter and Brentwood, as required for approval under RSA 371:20. The applicant and any interested party has the right to have an attorney represent the party at the party's own expense.

Based upon the foregoing, it is hereby

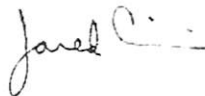
ORDERED, that, the Department will hold a prehearing conference, pursuant to N.H. Admin. R., Puc 203.15, on November 3, 2021 at 10:00 a.m., at which any interested party may provide its position with regard to the petition and any of the issues set forth in N.H. Admin. R., Puc 203.15; and it is

FURTHER ORDERED, that any interested party who wishes to participate in the proceeding shall file a written petition to intervene stating the interested party's basis for intervention consistent with RSA 541-A:32 and Puc 203.17 and specifying any objection the party has to the proposed crossing license. Petitions to Intervene shall be submitted to the Interim Commissioner of the Department, with copies sent to the Petitioner that is seeking a license, no later than October 29, 2021. Failure to submit a Petition to Intervene at least three

business days prior to the Prehearing Conference will constitute a waiver of the right to object to the Petition and the requested license; and it is

FURTHER ORDERED, that, immediately following the prehearing conference, Eversource, Department staff, and any intervening parties may hold a technical session to review the petition, as needed; and it is

FURTHER ORDERED, that, pursuant to N.H. Admin. R., Puc 203.12, Eversource shall notify all abutters to the proposed crossings by causing a copy of this order of notice to be sent, by any major delivery service that provides a delivery confirmation, to the owners of all properties immediately adjacent and contiguous to the State land parcels subject to the proposed crossings. On or before October 29, 2021, Eversource shall file with the Department a list of all abutters so notified and copies of the return delivery confirmations. In addition, Eversource shall mail a copy of this order of notice to: (i) the Town Clerks of Brentwood and Exeter, New Hampshire; (ii) the New Hampshire Attorney General; (iii) the New Hampshire Department of Transportation; (iv) New Hampshire Fish and Game; and (iv) the New Hampshire Department of Environmental Services, and publish a copy of this order of notice on its website no later than one business day after the date of issue.



Jared S. Chicoine
Interim Commissioner

Individuals needing assistance or auxiliary communication aids due to sensory impairment or other disability should contact the Department of Energy, 21 S. Fruit St., Suite 10, Concord, New Hampshire 03301-2429; 603-271-3670; TDD Access: Relay N.H. 1-800-735-2964. Notification of the need for assistance should be made no later than one week prior to the scheduled event.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



RECEIVED SEP 01 2021

Ms. Jennifer Perry – Public Works Director
Town of Exeter Public Works
13 Newfields Rd
Exeter, NH 03822

August 25, 2021

RE: **Request for Action:** Pickpocket Dam, D029007, High, Brentwood

Dear Ms. Perry:

The New Hampshire Department of Environmental Services, Dam Bureau (NHDES) is responsible for ensuring the safety of dams in New Hampshire through its dam safety program. In accordance with RSA 482:12 and Env-Wr 302.02, an inspection of the subject dam was conducted on September 30, 2020. Based upon the results of the inspection, NHDES is issuing this Request for Action to advise you of the observations and related recommendations made by our dam safety engineer.

You should implement the following recommendations, as they are aimed at improving the condition and longevity of the dam and ensuring that it meets New Hampshire's current dam safety standards. We've suggested dates by which the items could be completed; however, these are provided as a guide and you should schedule activities as your resources allow. If the condition of the dam has changed since the inspection, or if you have any other questions related to the dam, please contact the dam safety engineer named at the close of this letter.

Items 1-9 from the 2019 Letter of Deficiency have been complied with and the town has requested additional time to complete engineering studies and explore rehabilitation alternatives.

Suggested completion date: June 1, 2024

1. Submit an application for reconstruction of the dam, or a plan to otherwise comply with Env-Wr 303.12. Permits from other programs, including NHDES' Wetlands Program may be required.

Suggested completion date: December 1, 2027

2. Complete the reconstruction or removal of the dam in accordance with plans and specifications approved by relevant environmental permitting authorities.

On a continuing basis:

- a. Clear debris (rocks, leaves, limbs, etc.) from the spillway to allow for unrestricted flow; and
- b. Routine brush and tree removal from the dam embankment and within 15-ft of the embankments.

Hazard Classification: High

The 2017 breach analysis provided by the owners engineering consultant indicates that a failure of the dam would impact the foundations for several ground supported manufactured homes and would flood the residence at 95 Kingston Rd by more than 1-ft.

Condition Assessment Rating: Poor

Under the criteria NHDES uses to rate the condition of a dam, a dam with a Poor condition assessment rating is one with types and/or quantities of deficiencies that are considered significant and/or that affect the safe operation of the dam. These may include, but may not be limited to, such things as insufficient discharge capacity (w/o manual operations) to pass the assigned design storm event without

www.des.nh.gov

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overtopping, new or developing structural deficiencies that are deemed to require timely evaluation by a qualified engineering consultant, significant seepage/leakage issues that are both as yet uninvestigated and/or other indications that suggest a direct detrimental relationship to some structural component of the dam or overall dam stability.

Should you consider performing modifications to spillways or other outlet works, regardless if such recommendations are included above, then a more in-depth analysis of the dam related to its contributing watershed, structural characteristics and hazard classification should be completed to ensure that any modifications proposed meet the design requirements consistent with current dam safety regulations. In addition, should you consider performing work that otherwise meets the definition of "reconstruction" (see below), please contact the Dam Bureau for guidance.

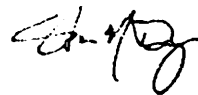
RSA 482:2X. "Reconstruction" means:

- (a) A change in the height, length, or discharge capacity of the structure;
- (b) Restoring a breached dam or one in ruins;
- (c) Modification of flashboards which either increases their height or increases the headwater elevation at which the flashboards will fail; or
- (d) A change in the structural configuration of a dam

You are urged to implement the recommendations listed above by the dates suggested or another schedule that aligns with your resources, and to commit to regular maintenance and monitoring of your dam. Additional information specific to dams and dam-related topics may be viewed at the NHDES website (des.nh.gov) by selecting the Water then Dams links.

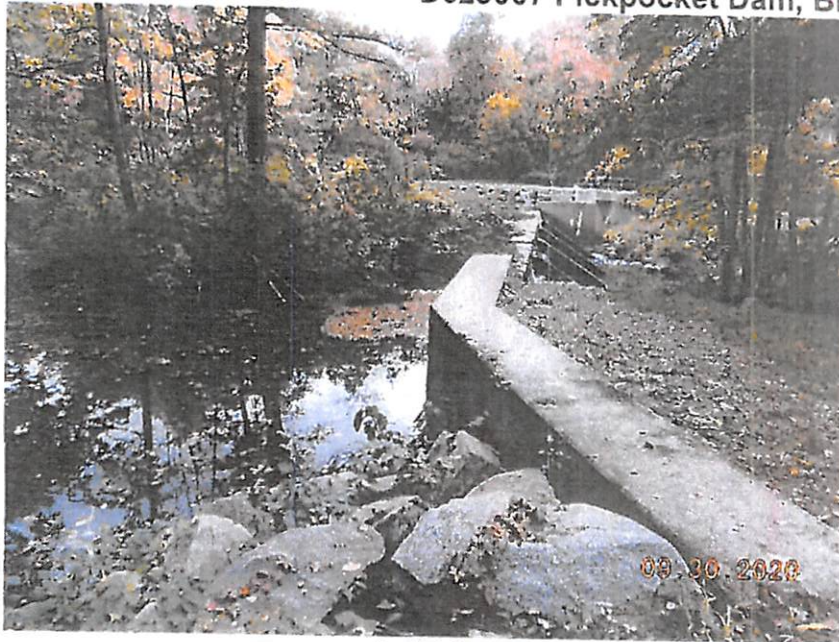
If you have any questions or comments, please contact Jim Weber, P.E. at (603) 271-8699 or me at (603) 271-3406. You may also contact us via email at james.r.weber@des.nh.gov or steve.n.doyon@des.nh.gov. Regular mail may be sent to the Water Division at the address listed on the bottom of the previous page.

Sincerely,



Steve N. Doyon, P.E.
Chief Dam Safety Engineer
Dam Safety & Inspection Section

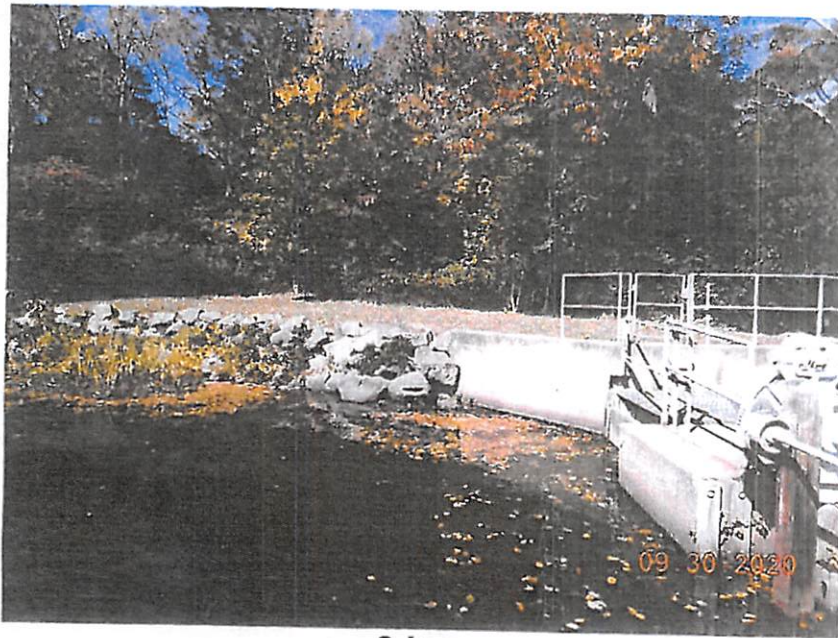
D029007 Pickpocket Dam, Brentwood, Inspected: 09/30/2020



1.JPG



2.JPG



3.jpg



4.JPG



Operation, Maintenance and Response Form (OMR)
 Water Division, Dam Bureau



RSA/Rule: Env-Wr 303.05

AUG 07 2019

For information or questions, please contact the dam owner using the information below or the New Hampshire Department of Environmental Services, Dam Bureau at (603) 271-3406.

RECEIVED

Dam Name and Location

Completed on: 7/30/19

Dam Name: Pickpocket Dam	Dam# and Hazard Classification: #D029007 High
City/Town: Exeter & Brentwood	Downstream watercourse: Exeter River

Dam Owner

Emergency Contact (Dam incidents or flooding)

Name: Town of Exeter, c/o Jennifer Perry, Public Works Director	Name: Jay Perkins, Highway Superintendent
Address: 13 Newfields Road Exeter, NH 03833	Address: 13 Newfields Road Exeter, NH 03833
Telephone #: (603) 773-6157 Cell #: (603) 770-6322	Telephone #: (603) 773-6163 Cell #: (603) 512-1974
Email: jperry@exeternh.gov	Email: jperkins@exeternh.gov

Alternate Emergency Contact

Name: Jason Rucker, Highway General Foreman	Telephone #: (603) 397-2783 Cell #
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Dam Information

Height (ft): 15	Length (ft): 230	Pond size (ac): 22	Drainage Area (sq mi): 86
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Outlet Works – Include specific information on each (sizes, dimensions, inverts, etc.)

Spillway (s): 130' long'	Other: Fish Ladder Gate: 6' x 6'
Gate (s): 4.5' h x 8' w wooden sluice gate	Other:
Stoplog Bay (s):	Other:

Downstream reach – Describe downstream roadways, dams, bridges or properties that may be in danger of flooding due to dam failure or dam operations. Include the flow rates at which these are impacted as well as minimum flow requirements.

Pickpocket Bridge on Cross Rd 165' downstream, 100-yr breach peak flow 7573 cfs (per model)
 VHDOT Kingston Rd Bridge on Route 111/Kingston Rd 4,516' downstream, 100-yr breach peak 6580 cfs
 Pan Am Railroad Bridge 9,468' downstream, 100-yr breach peak 5222 cfs
 Camelot Dr & Sir Lancelot Dr in Exeter River Landing 12,720' - 16,223' downstream
 Linden St Bridge 16,315' downstream, 100-yr breach peak 4439 cfs
 JHDOT Court St Bridge on Route 108/Court St 21,119' downstream, 100-year breach peak 2499 cfs

Operations and Maintenance Information - Normal Reservoir Management Procedures

Describe specific operations made and reference dam features or elevations

Summer: Run of river dam, no operations		
Fall: Same as above		
Winter: Same as above		
Spring: Same as above		
Fall drawdown: Y or N N	When does it begin: NA	Depth below normal level: NA

Normal Inspection, Maintenance and Monitoring Procedures - Types of maintenance and frequency

<p>Remove trees, brush and logs annually and as necessary. Clean and lubricate sluice gate gears annually. Pickpocket Dam is on the Public Works Department's watch list; during extended heavy rain events it is checked every few hours.</p>
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Incident Management and Response Information - Flood or Dam Incident Response Procedure

Describe monitoring frequencies, operational protocols and notification of local emergency response officials and affected downstream parties.

<p>In advance of predicted major storms Public Works, Fire and Police confer regarding storm track, precipitation & winds forecasts; road, dam and utilities monitoring and operations. The USGS stream gage on the Exeter River at Haigh Road (upstream of Pickpocket Dam) is monitored remotely. In the event of an emergency, including flooding or dam incident, the Emergency Operations Center (EOC) will be activated and open allowing coordination and access to multiple Town departments' resources. Public Works monitors river elevations and dams, operates sluice gate, directs sandbag effort, assesses road and bridge conditions. Police Department notifies affected residents. Fire Department evacuates flooded areas.</p>
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List the names and information of officials and downstream parties who may be impacted by failure or releases from the dam.

Contact**Contact**

Name: Brian Comeau, Exeter Fire Chief & EOC Director	Name: Pan Am Railways 24/7 Operations Center
Address: 10 Front Street Exeter, NH 03833	Address:
Telephone #: (603) 773-6131 Cell #: (603) 772-1212 Exeter Dispatch	Telephone #: (800) 955-9208 Cell #:
Email: bcomeau@exeternh.gov	Email:

Contact**Contact**

Name: NHDOT Hooksett Dispatch	Name: NH State Police Headquarters
Address:	Address:
Telephone #: (603) 485-9526 Cell #:	Telephone #: (800) 852-3411 Cell #:
Email:	Email:

Attach extra sheets with any important supplemental information needed by the response officials or NHDES.
 This form is a quick reference guide and not intended to replace the Emergency Action Plan (EAP), if one exists.

Please send completed forms to:

NHDES Dams Bureau, PO BOX 95, Concord, NH 03302-0095 – or damsafety@des.nh.govdamsafety@des.nh.gov (603) 271-3406;

PO Box 95, Concord NH 03302-0095

des.nh.gov



Operation, Maintenance and Response Form (OMR)

Water Division, Dam Bureau



RSA/Rule: Env-Wr 303.05

For information or questions, please contact the dam owner using the information below or the New Hampshire Department of Environmental Services, Dam Bureau at (603) 271-3406.

Dam Name and Location		Completed on:	
Dam Name: <i>Pickpocket Dam</i>		Dam# and Hazard Classification: <i>#D029007 H</i>	
City/Town: <i>Brentwood</i>		Downstream watercourse: <i>EXETER RIVER</i>	

Dam Owner		Emergency Contact (Dam incidents or flooding)	
Name: <i>Town of Exeter</i>		Name:	
Address:		Address:	
Telephone #:		Telephone #:	
Cell #:		Cell #:	
Email:		Email:	

Alternate Emergency Contact	
Name:	Telephone #:

Dam Information			
Height (ft): <i>15</i>	Length (ft): <i>230</i>	Pond size (ac): <i>22</i>	Drainage Area (sq mi): <i>55040</i>

Outlet Works – Include specific information on each (sizes, dimensions, inverts, etc.)	
Spillway (s):	Other: <i>2018</i>
Gate (s):	Other:
Stoplog Bay (s):	Other:

Downstream reach – Describe downstream roadways, dams, bridges or properties that may be in danger of flooding due to dam failure or dam operations. Include the flow rates at which these are impacted as well as minimum flow requirements.

Operations and Maintenance Information - Normal Reservoir Management Procedures

Describe specific operations made and reference dam features or elevations

Summer:		
Fall:		
Winter:		
Spring:		
Fall drawdown: Y or N	When does it begin:	Depth below normal level:

Normal Inspection, Maintenance and Monitoring Procedures - Types of maintenance and frequency

Incident Management and Response Information - Flood or Dam Incident Response Procedure

Describe monitoring frequencies, operational protocols and notification of local emergency response officials and affected downstream parties.

List the names and information of officials and downstream parties who may be impacted by failure or releases from the dam.

Contact	Contact
Name:	Name:
Address:	Address:
Telephone #: Cell #:	Telephone #: Cell #:
Email:	Email:

Contact	Contact
Name:	Name:
Address:	Address:
Telephone #: Cell #:	Telephone #: Cell #:
Email:	Email:

Attach extra sheets with any important supplemental information needed by the response officials or NHDES. This form is a quick reference guide and not intended to replace the Emergency Action Plan (EAP), if one exists.

Please send completed forms to:
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