

**Select Board Meeting Monday,
April 15th, 2024, 6:30 p.m. Nowak
Room, Town Offices
10 Front Street, Exeter NH 03833**

REGULAR BUSINESS MEETING BEGINS AT 7:00 PM

Virtual Meetings can be watched on Ch 22 or Ch 98 and YouTube.

To access the meeting, click this link: <https://us02web.zoom.us/j/88944518674>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 889 4451 8674

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 instructions for how to access the meeting can be 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 – Pairpoint Park Stakeholders Committee
3. Public Comment
4. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: April 1st, 2024
6. Appointments
 - a. Deputy Health Officer
7. Resignations
 - a. None
8. Discussion/Action Items
 - a. Squamscott Siphons Project Update – Steve Cronin, DPW Director
 - b. Swasey Parkway Trustees – Select Board re: Swasey Parkway
 - c. Trust for Public Lands – Lynette Batt, Program Director
 - d. SOS Recovery Center – John Burns, Executive Director
 - e. Urbanized Exemption Request – Town Planner
 - f. Approve SRF Certificates of Authorization – School Street Project, Surface Water Treatment Design, Water Street Project
9. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals – Parks/Recreation – Neptune radios, Dan Healy pool naming

- 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: 04/12/24 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
4/15/24 6:30 pm
Confirmed

Statement of Interest
Boards and Committee Membership

Committee Selection: PAIRPOINT PARK SHAREHOLDER COMMITTEE

New Re-Appointment Regular Alternate

Name: DEVON SKERRITT Email: DMSKERRITT@GMAIL.COM

Address: 3 HAVEN LN, EXETER Phone: 215-908-0737

Registered Voter: Yes No

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

I have lived in Exeter since 2019 and we frequent downtown from our home in Jody Hill. I am a qualitative researcher and human-centered design strategist. I am invested in a collaborative, participatory process to imagine a park space that best serves the community's needs and hopes. This committee would be an important chance for me to contribute my skills and experiences to my town. Resume available at

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

www.socialdesignstrategies.com

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

Signature: [Signature] Date: 3/21/24

To be completed by Select Board upon appointment:

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



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

4/15/24
6:35 pm
CONFIRMED

Statement of Interest Boards and Committee Membership

Committee Selection: PARK POINT PARK COMMITTEE

New

Re-Appointment

Regular

Alternate

Name: STEVEN JONES Email: STEVENCLARKJONES@GMAIL.COM

Address: 23 LINDEN ST, EXETER, NH 03833 Phone: (603) 583-2609

Registered Voter: Yes No

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

I WOULD LIKE TO BE INVOLVED IN ALL ASPECTS OF THIS PROJECT.
THE GOAL, AS I UNDERSTAND IT, IS A SMALL GEM OF A PARK OPENING ONTO
THE EXETER RIVER CASCADES, IN THE HEART OF OUR DOWNTOWN, ACCESSIBLE TO
ALL, DESIGNED AND LAID OUT WITH AMPLE OPPORTUNITIES FOR
COMMUNITY INPUT AND VOLUNTEERS WORK, WITH OUTSTANDING AND
APPROPRIATE LANDSCAPING. EXPERIENCE ATTACHED.

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

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

Signature: Steven Jones Date: 4/11/2024

To be completed by Select Board upon appointment:

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

Steven Jones, MD, MPH

Brief Curriculum Vitae

RELEVANT EXPERIENCE

- Exeter Tree Committee, February 2023 to present.
- President, Smooth Ledge Corporation, 1992 to present.
The Smooth Ledge Corporation is a closely-held, S Corporation with 16 family members as shareholders, holding ~125 acres of shorefront property on Sebago Lake, Maine. Accomplishments as President:
 - Facilitated and lead a multi-year project with all original 14 tenants-in-common to reach agreement on a corporate form of ownership, the Articles of Incorporation to achieve our ends, and the bylaws to meet our needs.
 - Separately, facilitated and lead project to determine most appropriate real estate designation for tax purposes. (~114 acres now in Tree Growth Tax Status.)
 - Facilitates all annual and special meetings of the Board of Directors and annual meetings of the shareholders, developing consensus on all topics, including execution of Forest Management plans, management of extensive physical plant, legal issues and various policy issues.
 - Manages shareholder books.
 - Oversees annual accounting and Schedule K-1 distribution, and provides annual explanation of tax returns.
 - Leads on all legal issues (border issues, rights-of-way, leases, forms of ownership, etc.)

OTHER COMMUNITY INVOLVEMENT

- Exeter Youth Soccer Association Coach, 2000 to 2014.

EDUCATION

- BA Biochemistry, Brown University, 1982.
- Masters of Public Health, UC Berkeley, 1992.
- Doctor of Medicine, UC Davis, 1996.
- Family Practice Internship & Residency, U. Mass Worcester, 1996 - 1999.

PROFESSIONAL EXPERIENCE

- Peace Corps Volunteer, 1983 to 1986, Western Samoa.
- Analyst, EPA, Washington, DC, 1986-1990.
- Family Practice, Lamprey Healthcare, Raymond, NH, 1999 - 2023.
- Associate Medical Director, Lamprey Healthcare, 2002 - 2004.
- Medical Director & Clinical Informatics Lead, Lamprey Healthcare, 2005 - 2008.
- Information Systems Medical Director, Exeter Hospital, 2005 - 2008.
- Informatics Physician, Exeter Hospital, 2009 - 2011. Chair, Exeter Health Resources Clinical Information Systems Steering Committee. Chair, Exeter Hospital Medical Records Committee. Member, Meditech Physician Advisory Board, 2009-2011.
- Lead Informatics Physician, Meditech, September, 2011 - 2023.
- Retired, July 2023.

LICENSES & CERTIFICATION

- Board Certified (current), American Board of Family Medicine.
- NH Medical License: through June 30, 2025.
- DEA License: through December 31, 2025.

LANGUAGES

- Conversational Spanish, French, and Samoan.

CONTACT INFORMATION

23 Linden Street
Exeter, NH 03833
(603) 583-2609
stevenclarkjones@gmail.com



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

Interview w/SB
4/15/24 6:40 pm
Confirmed

Statement of Interest
Boards and Committee Membership

Committee Selection: ParPoint Park

New

Re-Appointment

Regular

Alternate

Name: Judy Rowan Email: dr.rowan@live.com

Address: 33 Prutiss Way, Exeter Phone: 603-772-4167

Registered Voter: Yes No

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

As a longtime gardener and world traveller, I have a deep appreciation for the value of gardens and public parks. I also appreciate the hard work and cost that goes into creating and maintaining such places.

My years serving on boards and committees has taught me to be humble and respectful in my participation to allow for the most effective functioning of the members. Additionally, my work on the BRC has impressed upon me the need for accountability, openness, budget-consciousness and community buy-in in any project undertaken by the town.

I would hope, if appointed, to bring all this to the ParPoint Park Committee.

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

Signature: Judith A. Rowan, PhD Date: 3/20/24

To be completed by Select Board upon appointment:

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



Town of Exeter

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

Interview w/SB
4/15/24 6:50 pm
Confirmed

Statement of Interest Boards and Committee Membership

Committee Selection: Pair Point Park Planning Committee

New

Re-Appointment

Regular

Alternate

Name: Ann Hohenberger Email: Ann.h@me.com

Address: 34 Prentiss Way Exeter Phone: 603.770.2734

Registered Voter: Yes No

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

Attached

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

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

Signature: Ann Hohenberger Date: 3/21/2024

To be completed by Select Board upon appointment:

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

I am writing to express my interest in contributing to the development of PairPoint Park. My background includes a deep passion for gardening and environmental stewardship. Here's a summary of my relevant experience:

1. **Residential Transition:** Originally a master gardener from Virginia, I relocated to Exeter 10 years ago to be closer to my daughter's family. This move allowed me to immerse myself in the unique gardening challenges of the Northeast at Rolling Green Nursery in Greenland.
2. **Professional Experience:** During my two-year tenure at Rolling Green Nursery, I gained valuable insights into local horticulture practices. I believe this hands-on experience equips me to contribute meaningfully to park planning.
3. **Active Community Involvement:** As a member of the Exeter Area Garden Club, I currently chair both the Horticulture and Flower Design Committees. These roles have honed my organizational skills and fostered my love for creating beautiful outdoor spaces.
4. **Environmental Advocacy:** My membership in the Exeter Area Garden Club's Environment and Conservation Committee underscores my commitment to sustainable practices. A well-designed park can serve as a vital green space for our community.
5. **Leadership Roles:** As member of the Garden Club of Virginia, I had the privilege of serving as our local club president. Additionally, I chaired our Historic Garden Week home and garden tour. These experiences have taught me the importance of landscape design, community engagement, and collaboration.
6. **Horticulture Expertise:** My involvement as a member of the Garden Club of Virginia's state Horticulture Committee and as their statewide Horticulture Blogger has deepened my understanding of plant species and maintenance.

In joining the PairPoint Park Planning Committee, I aim to contribute creative ideas and thoughtful solutions to ensure our parks remain vibrant, accessible, and cherished by all.

Thank you for considering my application.
Ann Hohenberger

Proclamations/Recognitions

Minutes

Select Board Meeting
Monday April 1, 2024
6:30 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Julie Gilman, Dan Chartrand, Nancy Belanger, Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:30 PM and the Board went down to the Wheelwright Room for interviews.

2. Board Interviews

- a. Mary Tegel for the Pairpoint Park Committee
- b. Bill Campbell for the Pairpoint Park Committee
- c. Don Briselden for the Facilities Advisory Committee
- d. Lisa Dolloff for the Communications Advisory Committee

The meeting reconvened in the Nowak Room at 7:10 PM.

3. Public Comment

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

4. Proclamations/Recognitions

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

5. Approval of Minutes

- a. Regular Meeting: March 25, 2024

MOTION: Ms. Belanger moved to approve the minutes of March 25, 2024 as presented. Ms. Gilman seconded. The motion passed 5-0.

6. Appointments

MOTION: Mr. Chartrand moved to appoint Don Briselden to the Facilities Advisory Committee as a regular member, term to expire April 2026. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to appoint Lisa Dolloff to the Communications Advisory Committee as a regular member, term to expire April 2025. Ms. Cowan seconded. The motion passed 5-0.

Mr. Papakonstantis said the Board also conducted two interviews for the Pairpoint Advisory Committee. We will continue to interview 2 - 3 candidates before each meeting and make the appointments to that committee once the interviews are complete.

7. Discussion/Action Items

a. Award Two Contracts Webster Avenue Pump Station

DPW Director Steve Cronin recommended two awards for the Webster Avenue Pump Station project: Northeast Earth Mechanics at \$4,481,231 for construction, and Wright-Pierce at \$805,000 for construction phase engineering services. Mr. Dalton said that voters approved supplemental funding at the 2024 town meeting so we have the funding for both these contracts.

MOTION: Ms. Belanger moved to award a contract to Northeast Earth Mechanics for the Webster Avenue Pa contract and Forcemain Upgrades project in the amount of \$4,481,230 and to award a contract to Wright-Pierce for construction phase Engineering services in the amount of \$805,000, and to further authorize the Town Manager to sign the associated contract documents. Mr. Chartrand seconded. The motion passed 5-0.

b. 2023 Year End Financial Report

Finance Director Corey Stevens gave the year-end report. Mr. Stevens said 2023 was a fairly solid year financially. In the General Fund, receipts from sources other than property taxes continued to grow, such as motor vehicle registration, building permits, Meals and Rooms tax from the State, and interest income. We had \$700,000 more in revenue than 2022. We maintained a solid working fund balance, after using \$1M to lower the 2022 tax rate and paying \$3M to settle a tax abatement case. We are projecting \$5.9M in unassigned fund balance, unaudited, versus \$4.9M at the end of 2022. There were challenges such as the Sewer Siphons project, for which we borrowed an additional \$3.5M from the State to complete, although at a favorable 2% rate. There were challenges in each department. The DPW and Water/Sewer continue to struggle to retain and attract staff. The underspending is mostly related to labor. In the Water/Sewer Enterprise funds, last year we analyzed and adjusted the rate structures. Overall, it was a solid year.

The General Fund had a budget of \$21.3M. Revenue was \$1.2M in excess of budget, and expenses were \$750,000 under budget. Our net income was \$1.5M. Operating Revenue was \$22.3M or 105% of the 2023 budget. \$13.96M was from property taxes, \$7.5M was from other sources, and \$517,000 from transfers from the Ambulance Fund, Trustees of Trust funds, and proceeds from unused bonds. We used \$300,000 of fund balance for tax rate setting. Property taxes had a \$61.9M billing; 74% of that, or \$46M goes to schools, and 26% to the town. Of the \$15.9M, \$2.2M was turned back to the TIF in 2023, so the town was left with \$13.7M tax revenue. There was also a \$700,000 increase over 2022 from other sources. Motor vehicles were at \$3.3M collected, which was stable year over year. Building permits were at \$571,000, an increase of \$273,000 over 2022 due to large housing projects such as the PEA housing on High Street and the redevelopment of 131 Portsmouth Ave. We received \$1.5M in Meals and Rooms tax revenue from the State. It's been climbing over the past few years, but we're projecting a leveling off in 2024. Income from Departments

was at \$1.2M, which was \$177,000 more than 2022. Some factors were insurance reimbursements for claims, an employee contract buyout in the Police Department, and accounting adjustments in Finance.

Interest income was \$317,000 on idle cash, which was \$292,000 more than 2022. We took advantage of the short-term interest rate climb. In FY24 we're buying 30-day CDs with idle cash, and our APR has been over 5%. We had a property tax collection rate of 97% at the end of the year, which is typical.

In General Fund expenses, operating expenses were \$20.5M or 96% of budget. Another \$137,000 was encumbered at year end. We had \$756,000 in unspent budget; 96% of that was related to wages, tax and benefits, with the largest turnback in DPW. Welfare exceeded the budget, with social service needs remaining high. General Government was spent at \$1.14M, or 3% over budget. There were insurable events of \$100,000, for which we received \$91,000 in reimbursements. This was offset by underspending of \$21,000 in the Select Board budget related to the Keegan report. In Human Resources, there was a vacant part-time position, and it was \$18,000 underspent. The Legal budget was underspent by \$25,000. The Finance Group was at 95% of budget spent, with another \$15,000 encumbered for audit services. We had some difficulties getting the audit finalized before, but all is well this year. Tax Collection was at 86% of budget spent due to staff turnover and legal lines. The Planning group was 90% spent, with part-time wages underspent by \$4,000, and Studies underspent by \$5,000. Building Inspections was \$39,000 underspent due to the vacant Electrical Inspector position. We pulled that position for FY2024, but we should expect to see it back in FY 2025.

The Fire Department and Police Department were spent out at year end. Police were \$4.1M spent, or 99%. In staffing, one retirement at mid-year left the Wages line underspent. Dispatch had open positions. In the Patrol division, the Wage lines for overtime and other categories were underbudgeted and were over by \$50,000. We tried to fix this for 2024. We paid retention bonuses to Union employees. The Police budget was able to contribute \$16,000 towards that, and the rest was from ARPA. The Fire Department was at \$4.2M spent, or 99%. The Fire Department contributed \$38,000 towards retention bonuses. Most of their surplus came from the Suppression position, which with staff turnover was underspent by \$30,000. In the Health budget, the turnover of the Health Officer position and a new mosquito control contract led to underspending of \$22,000.

In Public Works, there were \$5.1M expenditures, 88% or \$676,000 below budget. Administration was spent at 26% of budget, due to the DPW Director position being open. The General Expense lines were spent. In Highway, 92% of the budget was spent. Snow Removal was \$21,000 overspent. This relies on contracted plowing, which was over budget by \$72,000; salt costs were over by \$45,000, which was offset by a savings on snow removal downtown of \$45,000. General Maintenance was 83% spent at end of year. There were open HVAC and Electrical positions. Cleaning continues to be overspent, it was over by

\$46,500. Building Maintenance was underbudget by \$10,500. Mechanics Garage was 69% spent, with one open position.

Welfare was overspent, with expenses at \$104,000 over budget, an increase of \$58,000 year over year. There was outside relief, mainly from the Wentworth Trust, of \$35,000. Most of the spending was direct relief for rent assistance and hotel stays. We don't have an option on making sure our citizens are taken care of.

In Parks and Rec, the budget lines were generally spent. There was one open Laborer position for 3 months, so Wages was underspent by \$10,000, but Contracted Services were overbudget by about \$11,000.

The Library was \$1.1M or 94% of budget. They returned \$72,000 back to the General Fund. Full-time wages were overbudget by \$17,000, but this was offset by underspending in part time wages of \$89,000.

Debt Service was \$118,000, which was 9% greater than 2022. There was new debt for 10 Hampton Road of \$173,000 which was offset by retiring debt of \$55,000. Considering our 5-year trend on debt service as a percentage of the General Fund, in 2019 it was 5.5%, in 2023 it was 7%.

The net operating income was \$1.78M, which was \$1.5M after encumbrances and appropriations raised from taxes. We're projecting a fund balance of \$5.9M.

Voters voted on amounts to use from fund balance, with \$512,000 approved. \$330,000 of that was used to replenish reserve funds, and the balance used to purchase equipment.

Ms. Belanger asked about the cleaning overage. Mr. Stevens said he thinks they're still doing an elevated level of cleaning for Covid.

Mr. Stevens said the Water Fund budget was at \$4.55M, a 7% increase over 2022. FY23 Operations had a net deficit of \$88,800. Revenue trailed the budget by \$411,000, while spending was below budget by \$386,000. Water rates were increased 15% in January of 2024. Revenue was \$4.1M, which was \$50,000 less than 2022. Water Consumption had \$3.4M revenue. Collections were \$38,500 less than 2022. There was a decline in usage over the last three years of 3M gallons by users. Revenue was \$650,000, a slight increase over 2022. There were transfers in of \$31,000 in unused construction proceeds. Water Fund operating expenses were \$4.18M, or 92% of budget. 54% of the unspent budget was due to compensation and benefits. In Water Administration, Wages and Benefits were underspent by \$54,000 due to a vacant Water/Sewer Managing Engineer position. Distribution was underspent with 4 open positions; only 1 was filled in 2023. Wages, tax and benefits were underspent by \$142,000. In General Expenses, underspending was a direct result of not having people to do the work. It was \$87,000 below budget. Water Treatment was fully staffed, and the overtime budget was overspent. There is required after-hours monitoring leading to more overtime. Debt service had an increase of \$108,000. There was new borrowing of \$1M for groundwater exploration, for \$138,000 of new debt service, offset by retiring debt of \$30,000. There was a net deficit of \$88,000 for

the year. Fund Balance is projected to be \$1.29M, including the \$20,000 going towards the Water portion of the rates study.

The Sewer Fund was at \$7.4M, a slight increase of \$46,000. FY23 Operations net income was \$1.7M. The one-time use of unused bond proceeds contributed \$281,000 to revenue. Expenses were below budget, especially in Collections and Treatment. Operating revenue was \$8.48M. There was a scheduled decline in our State Aid grant for the Wastewater Treatment plant; it will continue to decline by \$15,000-20,000 a year. Usage charges ***. Septage Collection was on hold, resulting in a \$274,000 decline in revenue. There were unused bond proceeds of \$281,000. Expenses were \$6.7M, or 98% of budget. \$325,000 of the underspending was due to open positions. General Expenses were underspent by \$400,000 due to staffing issues. The net income of the Sewer Fund was \$1.75M, which was \$200,000 less than prior year. There was an unassigned fund balance of \$3.18M, of which we're allocating \$1.9M to the siphons project and septage receiving upgrades. Accounts Receivable was at \$1.3M at end of year.

Regarding the CATV Fund, 2023 was the first year the Select Board was allowed to adjust the allocation, which the voters approved in March 2023. For the past several years, CATV has had an operating deficit. The adjustment will allow us to replenish the fund balance. They recommend investing \$100,000 every 4-5 years in equipment. The Fund had revenue of \$138,000 with a straight 50/50 split. Transferring in from the General Fund is recommended to bring our investment in Capital Outlay to \$25,000, with \$15,000 from spending in the budget and \$10,000 to the bottom line. This would bring the balance of the fund to \$146,000 at year end. Wages, Tax and Benefits were in line with budget. This budget has 3 part-time staff and ½ of Bob Glowacky's salary.

The Rec Revolving Fund saw strong participation in senior trips and sports programs in 2023. Revenue from the town's special events such as the chili and beer festival, as well as sponsorship opportunities, grew in 2023. The total revenue was \$718,000, an increase of \$47,000 over 2022. Labor costs increased by \$19,000. General costs were \$406,000, an increase of \$55,000. There was Capital Outlay of \$52,000, which was over the budget of \$15,000. Overall operations were in a deficit of \$6,000. We're projecting a \$155,000 balance at year end, net of commitments to the Hampton Road project at \$73,000.

The EMS Fund had a net income of \$359,000, which was \$50,000 over the prior year. Call volume increased by 5% and the billable rate increased in 2023. Expenses were in line with budget. We used \$151,000 of the EMS fund balance towards a new communications console. We're projecting a fund balance of \$221,000.

Mr. Papakonstantis said the Parks and Rec Director should work with the Town Manager to utilize the concession stand more. Many people attend weekend tournaments and we're missing the opportunity for additional revenue there.

Ms. Belanger said she'd like to know more about cleaning because the expenses may be due to unfilled positions.

Mr. Stevens said he intends to coordinate further with Departments to add more of the "why" to these reports.

Ms. Gilman asked if the decline in water use was because of a rainy year or promoting water conservation. Mr. Stevens said there was a drop of 3M gallons each year in 2021, 2022, and 2023. We should keep our eye on the rate increase and see if that was enough.

MOTION: Ms. Belanger moved to approve a transfer in the amount of \$46,026 from the General Fund to the Cable Access TV Fund to cover 2023 operations and capital investments related to CATV. Ms. Gilman seconded. The motion passed 5-0.

- c. Select Board Representatives to Town Committees
 - i. Planning Board - Ms. Belanger is the primary rep, Mr. Chartrand the alternate. They will continue.
 - ii. Rec Advisory Board - Ms. Belanger will be the primary rep, Ms. Cowan will be the alternate.
 - iii. Conservation Commission - Mr. Chartrand said he would be interested in being the primary rep. Ms. Belanger agreed to be the alternate.
 - iv. Heritage Commission - Ms. Gilman agreed to continue as the rep.
 - v. Historic District Commission - Ms. Gilman agreed to continue as the rep.
 - vi. Rockingham Planning - Ms. Gilman said she will continue, as she has to be there as the State Rep.
 - vii. Swasey Parkway Trustees - Mr. Papakonstantis is the primary rep, Mr. Chartrand the alternate, and they will continue.
 - viii. Communications Advisory - Ms. Cowan is the primary rep, and Ms. Belanger the alternate. They will continue.
 - ix. Energy Committee - Ms. Gilman would like to continue. She's the rep to the CPCNH. Mr. Papakonstantis will remain the alternate.
 - x. Facilities Advisory Committee - Mr. Chartrand is the primary rep, Ms. Gilman the alternate. They will continue.
 - xi. Housing Advisory Committee - Ms. Belanger is the primary rep, Mr. Chartrand the alternate. They will continue.
 - xii. River Advisory Committee - Mr. Papakonstantis is the primary rep. He said he should stay as we're in the middle of the Pickpocket Dam conversation. Mr. Chartrand agreed to be the alternate.
 - xiii. Sustainability Advisory Committee - Mr. Chartrand is the primary rep, Mr. Papakonstantis the alternate. They will continue.
 - xiv. Water/Sewer Advisory Committee - Ms. Cowan is the primary rep. Mr. Chartrand offered to be the second primary rep to that committee.
 - xv. Tree Committee - Mr. Papakonstantis will continue as the primary rep.
 - xvi. E911 Committee - Ms. Cowan will continue as the primary rep.

- xvii. Tax, Exemption & Credit Advisory Committee - Mr. Dean said we had one interested person, but they withdrew. Mr. Papakonstantis said we should hold off until it's a committee. Ms. Gilman said we should warn our Tax Assessor that we will want this information. Ms. Belanger said the Tax Assessor has already done some reports for the Housing Advisory Committee.
- xviii. Pairpoint Park Stakeholders Committee - Ms. Belanger suggested holding off on selecting a rep until they choose when they're going to meet. Mr. Papakonstantis offered to be present at the first meeting.
- xix. Arts & Culture Advisory Committee - Mr. Papakonstantis is the primary rep. He said they've had quorum issues. Ms. Belanger said it's the one night a week she has a class until 7 but she will be the primary rep if they accept that she may be late. Ms. Gilman agreed to be the alternate.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve a Blind Exemption for 68/6/745 in the amount of \$15,000 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Veterans Credit for 104/79/304, 68/6/334, and 53/1 in the amount of \$500 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Veterans Credit for 68/6/334 in the amount of \$2,000 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Solar Exemption for 62/30 in the amount of \$13,500 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Solar Exemption for 86/27 in the amount of \$10,500 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to deny an Elderly Exemption for 104/79/266 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

b. Permits & Approvals

- i. There were no permits or approvals considered at this meeting.

c. Town Manager's Report

- i. We completed the Planet Playground closing, and the deed was recorded on Friday.
- ii. He met with Mark Leighton on the Police Station/Fire Substation project regarding Construction Manager and project owner relationships. The Board should have a presentation and recommendation shortly.
- iii. He had a weekly Operations meeting March 29.

- iv. He is attending the first meeting of the Finance Revenue Policy Committee with NHMA in Concord on Friday.
 - v. The Auditors Plodzik & Sanderson will be in town Friday to begin their work in the field.
 - vi. Regarding the sewer siphons project, there was a break in the rod on March 19. The contractor brought in 500 feet of steel casing and will make efforts to reconnect the drill rod. There is no additional cost to the town.
- d. **Select Board Committee Reports**
- i. Ms. Belanger attended a Conservation Commission meeting. They're looking for stewards to open the McConnell conservation gate. There's an "Exploring Exeter" program March 27 with Parks and Rec. Kyle Walsh is still doing the "Heard Bird" contest; there is an app that will record the bird's sound and tell you about it. There is a seed library at the Library. They're planning the second Sustainability Film Festival. For Earth Day, there will be a town-wide cleanup April 15 - 22. Supplies will be available the week before. The Alewife Festival is May 11 10-1. The river herring migration count needs volunteers. At the Rec Advisory Board, there was an organizational meeting before the regular meeting regarding Planet Playground. At the regular meeting, we were updated about the Select Board approving the lease and funds for the robots and mowing. There are tennis court repairs underway, but the upper court is still open. The tree removal worked great at Planet Playground. Field requests are filling up at pre-Covid levels. The town website has the availability of fields. There was a Neptune Radio discussion, they're looking into buying music licenses for music at the pool. There could be ads to offset the cost. Seasonal hiring is going well. Parks and Rec will request an RFP for 10 Hampton Road. They will pull together a Senior Council update for the Select Board. At the Planning Board meeting, we heard a request for 81 Front Street conversion to 6 residential condos, and two lot line adjustments. All were approved. She also watched the Westside Drive facility meeting online.
 - ii. Mr. Chartrand attended a Facilities Advisory meeting, where they discussed the right format for building the newly approved Public Safety Facility. He said Ms. Gilman gave a report on her work at the Town Hall.
 - iii. Ms. Cowan had no report.
 - iv. Ms. Gilman said the Facilities Advisory Committee has been waiting for the Maintenance supervisor to come to a meeting regarding the projects list for 2024. Ms. Roy said Jeff and Steve are going to the next meeting. Mr. Chartrand said Parks and Rec should give Facilities an update on 10 Hampton Road.
 - v. Ms. Gilman gave an update on State issues.
 - vi. Mr. Papakonstantis had no update.

e. Correspondence

- i. A list of those serving in Boards Committees and Commissions. Most have agreed to come back, but some committees will need recruiting.
- ii. The NHMA Legislative Bulletin
- iii. A notification of the Black Heritage Trail of NH marker unveiling to honor Exeter's Black Revolutionary War Soldiers at 223 Water Street.

9. Review Board Calendar

- a. April 13 is the goal setting session. The next regular meetings are April 15, April 29, May 13, Tuesday May 28, June 10, June 24, and July 8. Ms. Cowan said she may be late on April 15.

10. Non-Public Session

MOTION: Ms. Belanger moved to enter into non-public session under RSA 91-A:3II(a). Ms. Cowan seconded. In a roll call vote, the motion passed 5-0.

The meeting entered non-public at 8:42 PM.

11. Adjournment. Ms. Belanger moved to adjourn. Seconded by Ms. Cowan. The Board stood adjourned at 9:10 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments



EXETER FIRE DEPARTMENT

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

www.exeternh.gov

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

INTEROFFICE MEMORANDUM

TO: RUSS DEAN, TOWN MANAGER
FROM: JASON FRITZ, DEPUTY FIRE CHIEF / DEPUTY HEALTH OFFICER
SUBJECT: DEPUTY HEALTH OFFICER STATUS RENEWAL
DATE: APRIL, 9TH 2024

Russ,

Can you please add this to the Select Board packet for the upcoming meeting being held on Monday, April 15th?

Could you please ask the Select Board to approve and sign my Deputy Health Officer Renewal form ?

Please contact me if you have any questions or concerns.

Thank you,

Jason

"A Tradition of Service"

HEALTH OFFICER AND/OR DEPUTY NOMINATION FORM



Application Information

Health Officer (HO) _____ New Appointment _____ Renewal
 Deputy Health Officer (DHO) _____ New Appointment Renewal

Please complete all elements of this form. The information is required per New Hampshire State Law [RSA 128](#) and ensures the ability of the New Hampshire Division of Public Health Services (DPHS) to communicate with Health and Deputy Health Officers during local or statewide emergencies. If the health officer position is temporarily vacant, please identify one (1) person on the Board of Selectmen (BOS) to serve as the contact with DPHS. Please list that person's mobile number and email in case of health emergencies.

Per recent changes to RSA 128:9, all nominated persons must have a criminal background check on file with the town.

As of June 2021, Health Officers and Deputy Health Officers are required to complete a 3-hour training course within the first year of their appointment. Completion of this nomination form provides for a conditional appointment that will be finalized upon proof the health officer's completion of the training course.

<p>Town Information</p> <p>Town: <u>Town of Exeter</u></p> <p>Town Manager/Admin. Name: <u>Russell Dean</u></p> <p>Email: <u>rdean@exeternh.gov</u></p> <p>Phone: <u>603-773-6102</u></p>	<p>Board of Selectmen Information</p> <p>Mailing Address: <u>10 Front Street</u></p> <p>City/State/Zip: <u>Exeter, NH 03833</u></p> <p>Email: <u>selectboard@exeternh.gov</u></p> <p>Phone: <u>603-772-6120</u></p>
<p>Health Officer Information</p> <p>Name: _____</p> <p>Municipal Mailing Address: _____</p> <p>Office Phone: _____</p> <p>Cell Phone (required): _____</p> <p>Email (required): _____</p> <p>Fax Line: _____</p> <p>Date of Birth: ____/____/____</p> <p>Background check (required) completed on (date) _____</p> <p>Is this background check on file? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Deputy Health Officer Information (if applicable)</p> <p>Name: <u>Jason Fritz</u></p> <p>Municipal Mailing Address: <u>20 Court St.</u> <u>Exeter, NH 03833</u></p> <p>Office Phone: <u>603-773-6133</u></p> <p>Cell Phone (required): <u>603-231-4090</u></p> <p>Email (required): <u>jfritz@exeternh.gov</u></p> <p>Fax Line: _____</p> <p>Date of Birth: <u>12 / 19 / 1973</u></p> <p>Background check (required) completed on (date) _____</p> <p>Is this background check on file? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>Primary Occupation (circle or bold) <u>Fire</u> EMT/Paramedic Town Adm./Manager Code Enforcement/Building Inspector Health Officer/DHO Only Other _____</p> <p>Town Position Type: (circle one)</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part-time <input type="checkbox"/> Per Diem <input type="checkbox"/> Volunteer </p> <p>Signature of Health Officer: _____ Date: _____</p> <p>Signature of Board of Selectmen (3 minimum):</p> <p>Print Name: _____</p> <p>Print Name: _____</p> <p>Print Name: _____</p>	<p>Deputy Occupation - (circle or bold) <u>Fire</u> EMT/Paramedic Town Adm./Manager Code Enforcement/Building Inspector Health Officer/DHO Only Other _____</p> <p>Town Position Type: (circle one)</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part-time <input type="checkbox"/> Per Diem <input type="checkbox"/> Volunteer </p> <p>Signature of Deputy: <u>Jason Fritz</u> Date: <u>4-9-24</u></p> <p>Signature: _____</p> <p>Signature: _____</p> <p>Signature: _____</p>

YOU MAY RETURN FORM VIA Email, Post or Fax:

EMAIL: Healthofficer@dhhs.nh.gov

POSTAL SERVICE: Sophia Johnson, Health Officer Specialist.
 NH DHHS, Bureau of Public Health Protection, 29 Hazen Drive, Concord, NH 03301-6504 FAX: 603-271-8705 Phone: 603-271-3468

Do not write in this box — For State Office Use Only		
Appointment Date:	Expiration Date:	New/Renew

Resignations

Discussion/Action Items

Squamscott Siphons Project Update



Russ Dean <rdean@exeternh.gov>

Fw: Siphon Update

1 message

Stephen Cronin <scronin@exeternh.gov>

Fri, Apr 12, 2024 at 11:13 AM

To: Russ Dean <rdean@exeternh.gov>, Melissa Roy <mroy@exeternh.gov>

Please see the update below on the Sewer Siphons Project. We hope to have more information with regards to next steps and schedule by the middle of next week.

Stephen Cronin, Director

Town of Exeter Public Works

13 Newfields Road

Exeter, NH 03833

(603) 773-6161

www.exeternh.gov/publicworks

From: Paul Vlasich <pvlasic@exeternh.gov>**Sent:** Friday, April 12, 2024 11:03 AM**To:** Stephen Cronin <scronin@exeternh.gov>**Subject:** Siphon Update

Hello:

All efforts to remove the 18-inch reamer proved unsuccessful. The reamer will need to be abandoned in-place. A new drill attempt will be required. The contractor and engineer are developing plans and schedules for this next attempt. There will be no work over the weekend.

Thanks,

Paul

--

Paul Vlasich PE

Town Engineer

13 Newfields Rd

Exeter, NH 03833

Office: (603)773-6160

Fax: (603)772-1355

4/5/24 - While some progress is being made with the extraction effort to remove the 18" reamer, the operation is still unsuccessful. Crews will work on Saturday, April 6 to continue this task. The air hammer on the Mill side of the river will be utilized to assist in the extraction of the reamer which could still be a noisy activity. There are no additional costs to the Town relating to this circumstance.


3/29/24 - The 8" steel casing was installed to the 18" reamer on Wednesday, March 27. The reamer was pushed an additional 7 feet back toward the parkway. A new rod-capturing tool was constructed that will attempt to connect with the broken drill rod end. Insertion of the rod capturing tool is advancing from the parkway, toward the broken drill rod. If successful, the broken shaft will be escorted out of the drilled shaft with this tool toward the parkway. The air hammer on the Mill side of the river will continue to be used to assist in the extraction of the reamer which could still be a noisy activity. There are no additional costs to the Town relating to this circumstance.

3/22/24 - The initial attempt of using a recoupler to connect the separated drill rods was unsuccessful. Eight-inch steel casing will be delivered to the Mill side of the site on Monday, March 25. These casings will be welded together over the drill rods and used to push the reamer toward the parkway extraction area. Crews will be working over the weekend preparing for the casing assembly. On Monday, the drill rig will begin to push the casing toward the reamer. If necessary, an air hammer may be used to assist in the pushing process. An air hammer was used last year on Swasey Parkway for a portion of the work. The air hammer contemplated for use on this effort will be a smaller unit, however it would still be noisy activity. There are no additional costs to the Town relating to this circumstance.

3/21/24 - On March 19th the drilling rod on the Swasey Parkway side disconnected from the 18-inch reamer. The drilling activity was in the process of a second reaming pass which was enlarging the current bore hole to 18 inches in diameter. At the time of the disconnection, the reamer was approximately 500 ft from the parkway heading toward the Mill side of the river. It was later determined that the cause of the disconnection was a weld failure in the drill rod approximately 160 ft from the drill rig. The contractor is currently developing plans and will attempt to reconnect the drill rods. There are no additional costs to the Town relating to this circumstance.

Swasey Parkway Trustees – Select Board re: Swasey Parkway

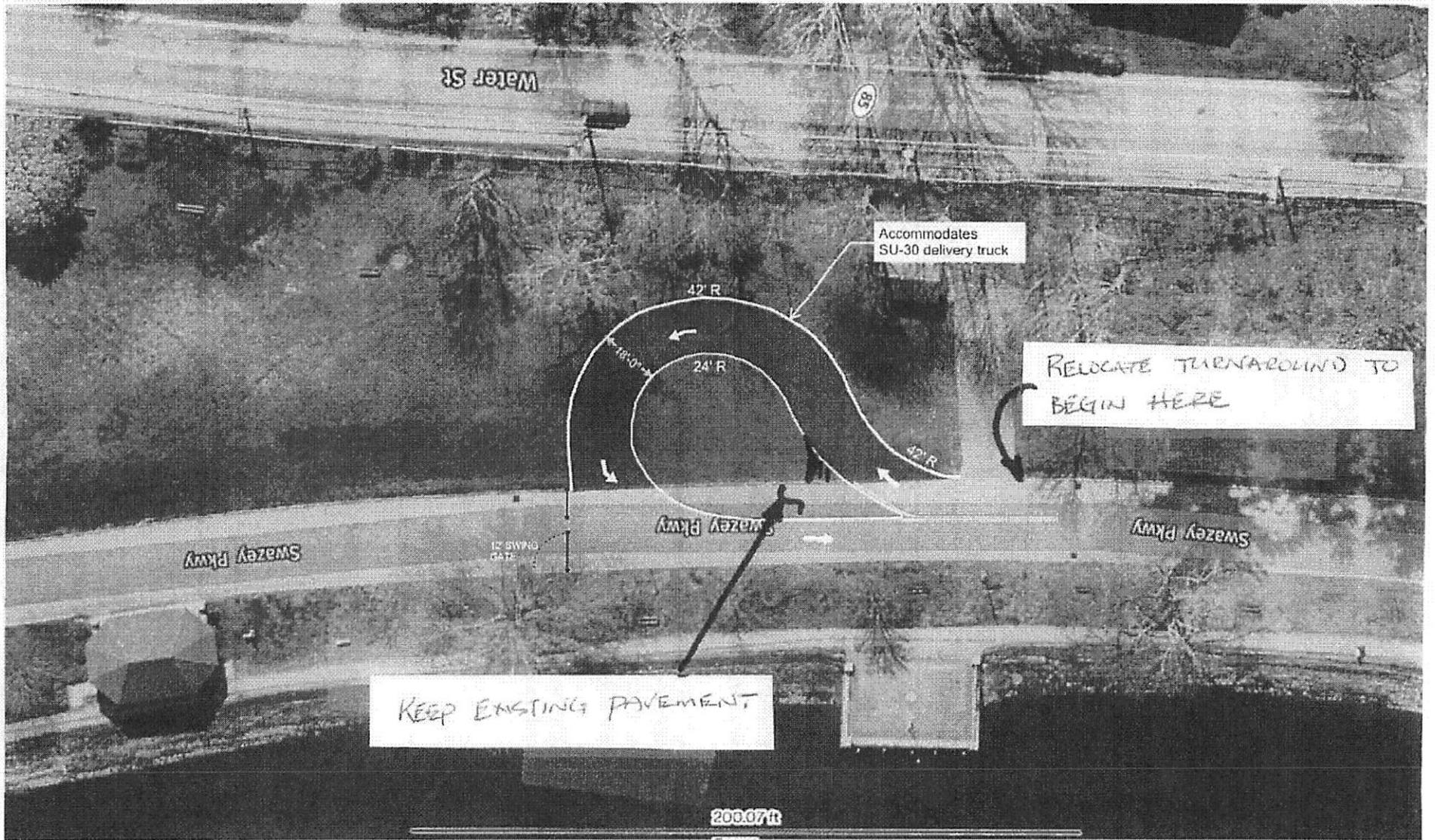
**TOWN OF EXETER
MEMORANDUM**

TO: Select Board
FROM: Town Manager 
RE: Swasey Parkway
DATE: April 12, 2024

The consensus at the November 20th, 2023 meeting of the Select Board and Swasey Parkway Trustees was to wait until spring to revisit the turnaround. At the time of discussion, Granese had given an estimate of \$83,000 to complete the turnaround “paving only” option.

It is the staff opinion at this time that a coherent approach to the Swasey Project would be to contract with a design firm to create options for the Parkway covering all of the issues, including ADA, the turnaround, parking, stormwater, gates, and fencing. These options would be presented to the Select Board and Swasey Trustees. Public meetings would be held to get stakeholder input on the options.

A copy of a proposal given to the Town in December, 2023 is attached. A scope of work based on this proposal could be drafted and advertised if this were the Board’s preference.





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

Sent via email: rdean@exeternh.gov, mroy@exeternh.gov, pvlasic@exeternh.gov

RE: Swasey Parkway Conceptual Visioning

December 22, 2023

Dear Mr. Dean,

Thank you for the opportunity to provide this proposal for landscape architectural conceptual design services to reimagine Swasey Parkway and enhance accessibility, safety, functionality, and resilience.

Behind this cover letter, I provide a scope of work and fee for services based on our discussion and the project circumstances. I've also included Ironwood Design Group qualifications and a few examples of relevant project experience.

If you feel that the proposed work does not effectively reflect the project needs, I can revise it as you wish.

I look forward to collaborating with the Town on this project.

Sincerely,

A handwritten signature in blue ink, consisting of several loops and flourishes, representing Jeffrey R. Hyland.

Jeffrey R. Hyland, RLA, ASLA, CLARB
Principal and Senior Landscape Architect
Ironwood Design Group, LLC

Ironwood Design Group
PO Box 873
Exeter, NH 03833

JHyland@FeWood.com
603.772.0590 | voice

www.FeWood.com | web

Understanding

The Swasey Parkway is a treasured and well used public space in Exeter. Located beside the tidal Squamscott River just off Water Street in downtown, the parkway is a beautiful place to picnic on the lawns, take in the water views, and watch people kayaking or ice fishing on the river. In addition to passive recreation, Swasey Parkway is used to host concerts, festivals, and summer farmers' markets. During fair weather, the parkway is often lined with the parked cars of visitors.

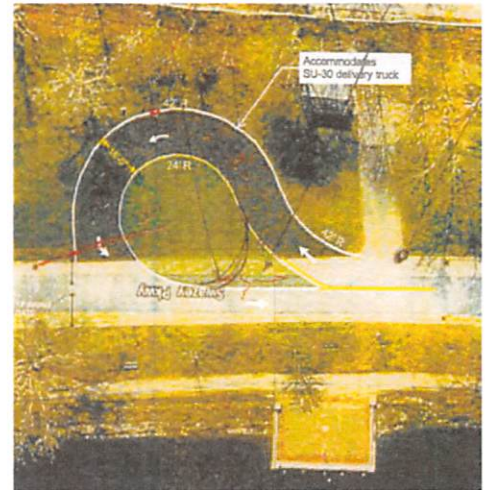
Today, the parkway allows on-way vehicular traffic, entering from Water Street and exiting on Newfields Road. The parkway is not very accessible to visitors with physical disability: there is no ADA accessible van parking, nor are there adequate curb cuts and crossings for universal access to the waterfront sidewalk. There is one area near the Norris Brook culvert providing wheelchair access from the road to the sidewalk.

The Town has proposed an 18-foot wide cul-de-sac on the parkway before the pavilion just past the granite block lookout area. The cul-de-sac would allow pleasure vehicles and food box trucks to turn around and exit the parkway via Newfields Road. In addition, the Water Street entrance to Swasey Parkway would close to everyday vehicular traffic, opening up two-thirds of the parkway for pedestrian enjoyment and concentrating vehicles to the northern end of the parkway.

This proposal outlines a scope of work to create design alternatives for a turn around area and street improvements to support accessibility.

Of particular importance to the design would be:

- Define clear vehicular and pedestrian circulation zones
- Enhance safety of pedestrians throughout the parkway, including at the intersection of Water Street and adjacent to the turn around area
- Provide universally ADA accessible vehicle parking and sidewalk access
- Enhance park appeal for all users
- Optimize park usability for events (farmers' market, Independence Festival, Powder Keg, etc)
- Minimize stormwater run-off into Norris Brook and the Squamscott River
- Promote resiliency and reduce impacts from flooding



Proposal Scope of Work and Fee

Ironwood staff will complete the following tasks to meet the Town's objectives of the project.

1. Site Reconnaissance
 - a. Conduct a site visit to assess existing conditions (sight lines, vegetation, drainage, roadway and curbing, accessibility safety, maintenance challenges, etc) and other location characteristics
 - b. Research engineering and utility documents and prepare a base drawing
2. Conceptual Design Sketches
 - a. Prepare three disparate conceptual designs as trace overlays for collaborative discussion
3. Collaborative Design Meeting
 - a. Present three conceptual designs to the Town Manager Steering Committee (Russell Dean, Town Manager; Melissa Roy, Assistant Town Manager and HR Director; and Paul Vlasich, Town Engineer) for discussion during a collaborative meeting
4. Refine Preferred Designs
 - a. Using the feedback provided by the Town Manager Steering Committee, revise and refine two of the conceptual designs according to committee preference
 - b. Prepare a precedent imagery exhibit
5. Present Designs to Swasey Parkway Trustees
 - a. Present two rendered conceptual plans and precedent imagery exhibit during an in-person meeting with trustees
6. Refine Designs
 - a. Revise and refine the two designs using the feedback provided by the trustees
 - b. Prepare estimates of anticipated construction costs for the two plans
7. Present Design options to the Select Board
 - a. Present final refined designs with associated anticipated construction costs to board members during a public meeting. The final conceptual design plans will be rendered for ease of interpretation.
 - b. Present a materials board of precedent imagery to communicate design intent



Top: Graphic illustration of designed cemetery entrance.
Bottom: Construction photo, Locust Grove Cemetery Entrance Improvements, Providence Park Dept - Ironwood 2023

Total Fee **\$5,940**

This not-to-exceed fee includes reimbursable expenses (travel and printing)

Clarifications and Assumptions

1. If a survey of the project area was conducted for recent utilities work and siphon project, a CAD drawing of the site will be provided to Ironwood staff.
2. All work will be billed on an hourly basis as actual hours spent. Total fee is based on presumed hours spent and is a not-to-exceed amount.
3. Ironwood project management efforts are included in all tasks, and not itemized separately.
4. A NH-licensed landscape architect will review all work products and deliverables.
5. All meetings are attended in person by Ironwood staff.
6. Three dimensional models (3-D street views) are NOT included in this proposal but can be added to the project scope. 3-D models would illustrate how the finished design could appear upon implementation and may be helpful to communicate the desired design to Exeter residents.



Berlin, NH Angroskoggin Multi-Use Riverwalk - Ironwood 2023

A La Carte Services

Should the need arise, provided below are a selection of additional services that can be provided by Ironwood Design Group staff upon request.

Additional virtual meetings (includes limited preparation)	\$275
On-site visits and meetings (include limited preparation)	\$500
3-D illustrative modeling (includes model set up and 4 model views)	\$750

Rates

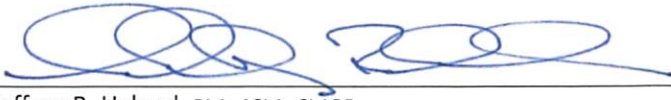
J. Hyland, Principal landscape architect	\$125/hr
S. Wright, Designer/graphics	\$75/hr
D. Jensen, Administration/research	\$60/hr

Signature

Signature below demonstrates acceptance of the proposal including the identified project tasks, estimated level of effort, and hourly rates.

Town of Exeter, NH

Date



12/22/2023

Jeffrey R. Hyland, RLA, ASLA, CLARB
Principal
Ironwood Design Group, LLC

Date

Fee Schedule / Staff Allocation

Swasey Parkway Conceptual Visioning
12/22/23



Task	Description	Staff Category					Total Hours	Task Total
		Senior Landscape Architect / PM	Landscape Architect	Landscape Designer	CAD and Graphics	Administrative		
1.	Site Reconnaissance, Research, and Analysis	2	0	2	0	0	4	\$400.00
2.	3 Conceptual Sketch (trace overlays)	8	0	10	4	0	22	\$2,050.00
3.	Collaborative Conceptual Design Review Meeting	2	0	0	0	0	2	\$250.00
4.	Refine 2 Preferred Design Options	4	0	4	4	0	12	\$1,100.00
5.	Prepare for and Meet with Swasey Parkway Trustees	2	0	0	0	2	4	\$370.00
6.	Refine Designs and prepare planning level estimates of construction cost	4	0	4	4	0	12	\$1,100.00
7.	Prepare for and Present Designs to Select Board	2	0	0	2	2	6	\$520.00
DIRECT COSTS								
	Travel and Per Diem							\$0.00
	Plotting and Reprographics							\$150.00
	TOTAL HOURS	24	0	20	14	4	62	
	ALLOCATION	39%	0%	32%	23%	6%		
	HOURLY RATE	\$125.00	\$90.00	\$75.00	\$75.00	\$60.00		
	STAFF COST	\$3,000.00	\$0.00	\$1,500.00	\$1,050.00	\$240.00		
	TOTAL PROJECT FEE							\$5,940.00

Androscoggin Riverwalk and Linear Park

Berlin, NH

Serving on a multidisciplinary team, Ironwood Design Group provided full landscape architectural services to create a multiuse trail along the Androscoggin River, Main Street, and Riverside Drive in Berlin, NH.

The project area spans between the picturesque Heritage Park and the Twelfth Street Bridge, parallel to a stretch of historic boom river piers once used to direct harvested logs downstream. Constructed in 2022, the trail and linear park have greatly improved pedestrian connections and provided river access for passive and active recreation in the City That Trees Built.

Ironwood services included as existing conditions analysis, public outreach, programming, riverwalk and park design, cost estimations, and illustrative graphics.

Northern Borders Regional Council and the NH Department of Transportation's Transportation Alternatives Program (NHDOT TAP) jointly funded the project, which received a 2023 Plan NH merit award.

Reference

Pamela Laflamme

Berlin Community Development Director

plaflamme@berlinnh.gov



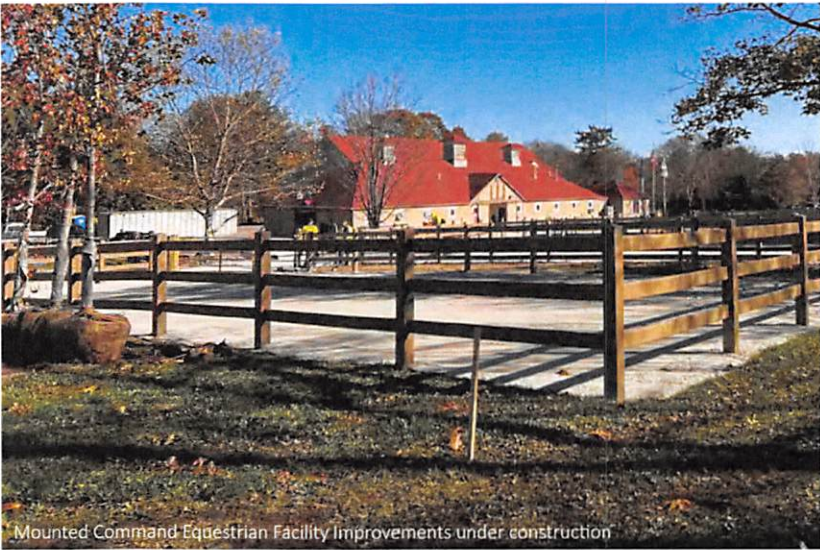
Ironwood Design Group was selected as part of a consultant team to provide comprehensive design and construction administration services for eight properties managed by the Providence Parks Department.

- Enhancements to India Point Park, the City's premiere waterfront park.
- Streetscape, traffic calming, lighting, and drainage improvements at Prospect Terrace Park, a jewel on historic College Hill, offering stunning views of the State House. This park is also home to the state's Roger Williams monument.
- Improvements to Locust Grove Cemetery, a historic cemetery in the city.
- Pedestrian circulation, bridge, and storm water management improvements along Pleasant Valley Parkway, an iconic linear parkway.
- Riparian zone and structural improvements to the classical revival bandstand on Roosevelt Pond in Roger Williams Park.
- A new pond-side pedestrian boardwalk in Roger Williams Park.
- Improvements to the Police Department's Mounted Command equestrian facility, prominently located in Roger Williams Park.

Reference

Brian Byrnes, Deputy Superintendent
City of Providence Parks Department
401.680.7202 / 401.660.9308
Bbyrnes@providenceri.gov

Wendy Nilsson, Superintendent
City of Providence Parks Department
401.785.9450 Ext.7201
Wnilsson@providenceri.gov



Historic Cambridge Turnpike Improvements

Concord, MA

The origin of Cambridge Turnpike was established as a cart path dating back to when Massachusetts was still an English colony. The road was used primarily to transport goods from agrarian communities west of Boston to the City. It was also one of America's first toll roads but because this was not an economic success it was converted to a public highway.

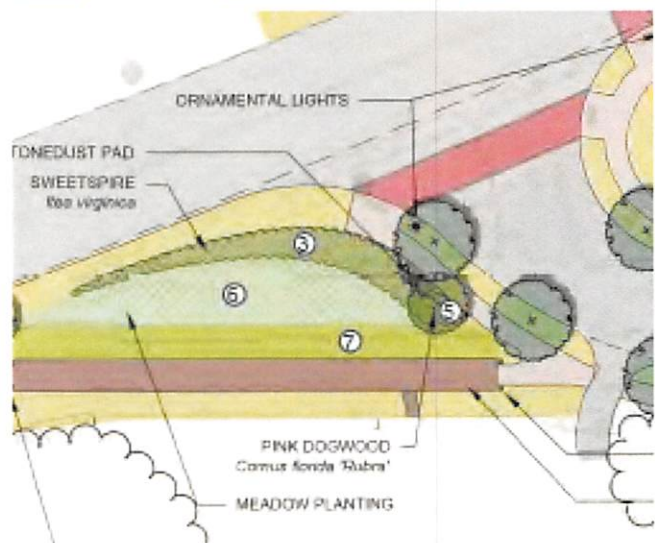
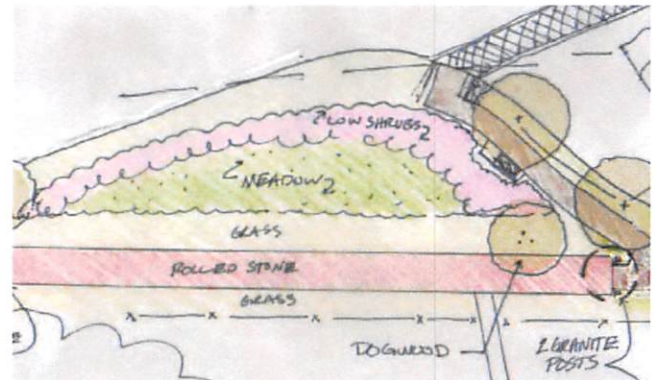
Today Cambridge Turnpike is far from a cart path. The road is used by tourists, commuters, and shoppers headed to downtown Concord. The roadway was never designed to accommodate contemporary vehicles and high volumes of traffic and as a result it fell into serious disrepair. The deficiencies required a complete reconstruction.

Ironwood Design Group working in collaboration as a sub consultant provided a full complement of landscape architectural design services for the redesign of the Cambridge Turnpike.

Historic context and cultural sensitivity was necessary to create an appropriately scaled streetscape that did not visually detract from the important abutting properties along this portion of Cambridge Turnpike including the Emerson House and the Concord Museum - the current location of Henry Thoreau's cabin which was relocated from its original site adjacent to famous Walden Pond.

Project requirements included redesign of a large wetland causeway and elements for pedestrian safety and optimal vehicular circulation. A pocket park with pedestrian amenities was designed to accommodate tourist groups and locals alike.

Reference
William Renault, Town Engineer
Concord, MA
978.318.3212
wrenault@concordma.gov

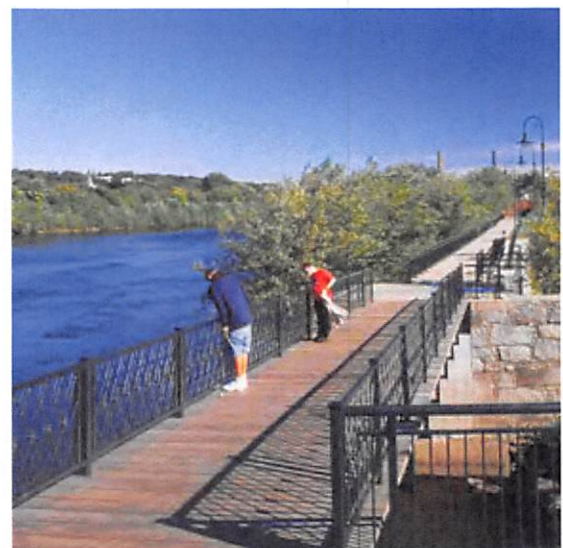
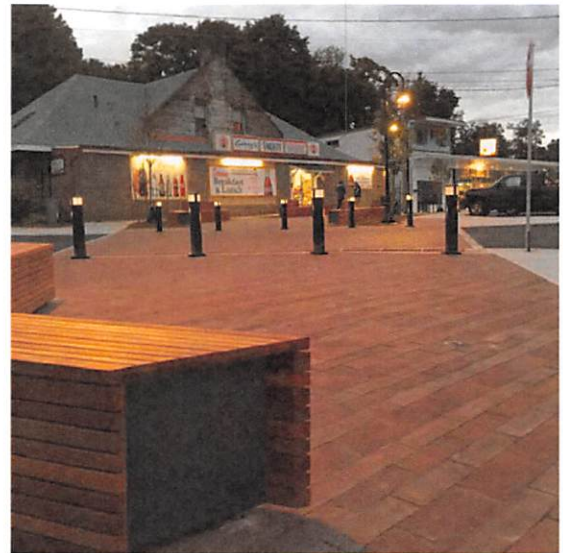




Ironwood Design Group is a client-focused design practice providing a full complement of landscape architectural services including landscape and urban design, low impact development, master planning and feasibility studies, and public outreach and participation.

The firm's record of success and service excellence is known throughout New England and can be attributed to a thoughtful attention to detail and a working atmosphere of collaboration, clear communication, and creativity. Staff is committed to developing productive partnerships and understanding the fundamental needs of clients who are municipalities, public agencies, companies, private individuals, and allied professionals.

Woven through each project is a passion for sustainability and a commitment to responsible highest and best land use. Ironwood project experience inspires a contextual approach to spatial design and planning. Project goals balance resiliency and economics to strike a beneficial equilibrium.



Ironwood Design Group supports private and public sector clients throughout New England. From the biggest of plans to the smallest details, the firm's services are comprehensive.

Landscape Architecture

- Open space and greenway planning and design
- Recreation facility and park planning and design
- Institutional and corporate campus planning and design
- Pedestrian and bicycle path planning and design
- Park and playground planning and design
- Historic landscape rehabilitation, restoration, and adaptive reuse
- Public art commissions
- Public performance spaces
- Residential site and garden design
- Residential community planning and design
- Resort and ecotourism planning and design
- Commercial and retail site planning and design
- Site maintenance programming and management
- Cemetery design and planning

Planning

- Community visioning and outreach initiatives
- Site selection and feasibility studies
- Site analysis and master planning
- Vegetation inventories
- Land preservation studies
- Scenic resource assessments and viewshed studies
- Design guidelines and standards
- Smart Growth initiatives and Form-based codes

Urban Design

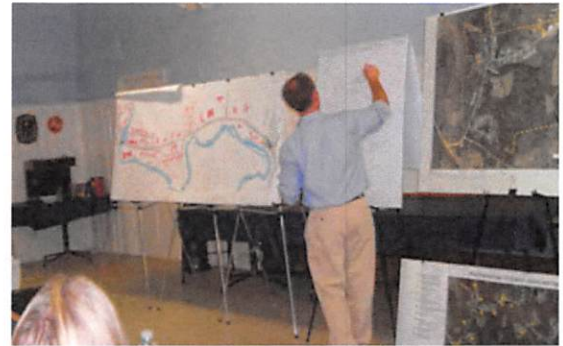
- Streetscape design and urban revitalization
- Gateway design and place-making
- Town centers and transit oriented planning and design
- Urban massing studies
- Hardscape and plaza design
- ADA compliance and universal accessibility
- Adaptive redevelopment
- Green urbanism

Sustainable Design and Planning

- Low impact development
- Permaculture
- Stormwater management planning
- Bioretention and rain garden design
- Pond, wetlands, waterway creation and restoration
- Habitat creation and restoration
- Ecological inventories, assessments, and permitting
- Natural resource preservation, restoration, and mitigation
- Erosion and sediment control design
- Green roof design

Support Services

- Illustrative presentation plans and visualizations
- 3-D computer modeling
- Signage and wayfinding design
- Graphic design



Spectacle Island, Boston, MA

Select Board Meeting
Monday November 20, 2023
7 PM
Nowak Room, Town Offices
Final Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Julie Gilman, Dan Chartrand, Nancy Belanger, Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 7 PM.

2. Public Comment

- a. Darius Thompson of 15 Drinkwater Road said he would like to see sidewalks for Drinkwater Road and Pleasantview Drive in next year's budget. Drivers are exceeding the 25 MPH speed limit, and a sidewalk would have a traffic-calming effect. Mr. Papakonstantis said we will take it to Public Works.

3. Police Department - Swearing In

- a. Police Chief Stephan Poulin introduced Taylor Sheehan, and Town Clerk Andie Kohler swore him in as Officer.

4. Proclamations/Recognitions

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

5. Approval of Minutes

- a. Regular Meeting: November 6, 2023

MOTION: Ms. Belanger moved to approve the Select Board minutes of November 6, 2023 as presented. Ms. Gilman seconded. Ms. Cowan and Mr. Chartrand abstained as they were not present at the November 6 meeting. The motion passed 3-0-2.

6. Appointments and Resignations

MOTION: Mr. Chartrand moved to accept the resignation of Adam Dumville from the Sustainability Advisory Committee. Ms. Cowan seconded. The motion passed 5-0.

7. Discussion/Action Items

- a. Swasey Parkway Trustees - Select Board

Swasey Parkway Trustees Chair Dwane Staples called the Swasey Parkway Trustees meeting to order at 7:10 and introduced Trustees Dave Short and Darius Thompson.

Mr. Papakonstantis said the Board would like to have a dialogue with the Trustees about the parkway.

Mr. Vlasich said our intersection consultant VHB looked at the property and came back with sketches. One is a conventional cul de sac and one is a "semi-hammerhead."

After reviewing that with the Town Manager, he's thinking that the semi-hammerhead is not the best option because the driver would have to turn around. The Engineer revised the cul de sac plan and it seems like a viable project. We discussed what to do with grading and stormwater runoff. Mr. Vlasich discussed details of the sketch. The cost is estimated at \$83,000. They could start this year if we wish, with the final paving being done in spring, or we can wait for the cleanup of the siphon project in the spring to begin.

Mr. Chartrand asked if people will still be able to park on the Parkway. Mr. Vlasich said yes, the width is not going to change. The turnaround will be 18 feet wide but the parkway itself will not change. There will still be parking on the river side. Ms. Belanger asked how many parking spots. Mr. Vlasich said he doesn't know. Ms. Roy said the parking is that whole side of the street. Mr. Staples said there were never parking spaces marked out down there, but that stretch is probably half a mile, so likely 50 - 100 spaces. There's a question of whether to do some type of ADA on that stretch. Right now there's only one area they could use, near Norris Brook. Ms. Roy said ADA requires curb cut-outs.

Mr. Short asked if they'd talked to other contractors, like Bell & Flynn. Mr. Vlasich said no, just Granese and Sons. We had this consultant and the contractor available at the right time. Mr. Papakonstantis asked if we should put out an RFP. Mr. Dean said we could, but it would involve an additional \$10,000-15,000 in design work. The reason we're suggesting Granese do this is because they'll be on site. Mr. Short said Bell & Flynn could handle the engineering as well as Granese.

Mr. Thompson asked if Mr. Vlasich is a licensed Engineer, and Mr. Vlasich said yes. Mr. Thompson asked why Mr. Vlasich can't do the engineering. Mr. Vlasich said the issue is time. Mr. Papakonstantis said it doesn't seem fair to take Mr. Vlasich away from his other work to task him with this. The Department is understaffed.

Mr. Thompson said we should put it out to bid. Mr. Short said we should select certain companies to take a look at it. Mr. Dean said there are multiple ways of doing it, but we're trying to move this along.

Mr. Thompson asked if there are any designs that would minimize the impacts to the green space. Mr. Vlasich said we already revised the design from the first version. The hammerhead had the least impact, but was the least desirable for the turnaround.

Mr. Thompson asked what's the likelihood of having to rebuild this if we have issues on the Parkway. Mr. Vlasich said there are no projects on the horizon that he knows about. There is an electrical line in an undetermined location and a sprinkler system, but any damage to those would be fixed with the project.

Mr. Thompson asked if the plow can make that turn for snow removal, and Mr. Vlasich said yes.

Mr. Staples said he's concerned about drainage in the turnaround. Mr. Vlasich said there's a drainage situation there now, but it will be fixed when we put in the turnaround. Mr. Staples asked if there is material picked for the rain garden. Mr. Vlasich said it's not plants, it's crushed stone, sand, compost, and possibly grass, for maintenance purposes. Mr. Staples said RiverWoods has rain gardens with plant material and it works very well. Ms. Gilman said there is an example at the Library in Founders Park. Mr. Vlasich said that's not the same situation. Mr. Staples said grass is

more maintenance than plant material. You don't need to have big shrubs in there. Mr. Papakonstantis asked who would maintain that. Mr. Dean said the roadway would be maintained by the DPW and the grass or whatever would be Parks. Mr. Thompson said the road is part of Swasey Park, and you're taking all this green space in the middle away from Swasey Park. That should remain part of Swasey Park. Mr. Dean said it's to be determined. Mr. Papakonstantis said it's important to know who will maintain it and what it will cost. Mr. Thompson said the Trustees should continue to maintain that space. Mr. Staples said we have a mow contractor in there. If you want it to be grass, he's going to bid on that spot. It doesn't make sense for the Rec Department to go in there and mow it. We have a contractor that will prune or plant. Mr. Dean said we'd be fine with it being part of the Swasey maintenance project. Mr. Vlasich agreed. He can ask the consultant what types of plantings would be ok. There could be a stipend put aside for plantings.

Mr. Papakonstantis asked if it makes sense to do the project now while the contractor has the equipment there. Mr. Vlasich said if you want it now, you can get it now. You would have a better job if you waited until springtime. Mr. Papakonstantis said the voters wanted it two years ago when they passed the warrant article. If we start planning now, and it's most prudent to do it in the spring, that's the best way to use funds and the best process.

Mr. Staples said he'd like to hear from the consultant on what planting to do. Mr. Short said Mr. Staples should decide.

Mr. Papakonstantis asked if we could come back in January to discuss it further.

Mr. Thompson asked if anyone has looked at the ingress and egress. Anyone who wants to come out of the park will want to turn left. That's going to be an issue. We should consider making a right turn only or putting a light there. Mr. Vlasich said the first sketch was more of a one-way going out of town, but we turned it into more of a T. There's a functional intersection for people turning either way. Mr. Short said he makes a left turn out of there and doesn't have an issue. Mr. Thompson said there will be an accident there eventually. There should be additional signage. Mr. Staples said we prune that area for visibility in taking a left turn.

Mr. Chartrand asked if they knew of any Citizens' Petition coming up that would be directed at Swasey Parkway. The Trustees said no. Mr. Staples said he was asked if he was interested in putting a petition back out there and he said no. At this point whether he agrees with it or not, he wants to work with the town to make this the best that it can be. Mr. Papakonstantis said we have a legal opinion that the judge's order was binding. The road is discontinued. Mr. Thompson said even though the road is discontinued, it's still part of Swasey Park. If there's an ordinance that says "no dogs allowed," it also applies to the road.

Mr. Papakonstantis said this contractor is working on the siphons. Is this type of project in their purview? Mr. Vlasich said yes.

Mr. Papakonstantis said the \$83,000 does not include curbing, curb cuts, or gates. Mr. Vlasich said he's not sure we need the curbing around the turnaround. It's not required for the turnaround to function correctly. It would be about \$9,000 extra. Mr. Staples asked what the advantage is of putting curbing on the turnaround. Mr. Vlasich

said it would keep individuals on the roadway. Mr. Staples said he doesn't think we need to do that. We could put in a hybrid shoulder. It's another reason not to have turf in the middle because you'd constantly be fixing it. Ms. Roy said her concern is safety. If we have 500 people in that field, someone could drive into that crowd. That could be curbing or bollards, but we need something there. Mr. Staples said curbing wouldn't address the safety concern.

Mr. Dean said we could use ARPA funds or the \$84,810 in Road Aid which the town got from the State DOT. The Road Aid would normally go to paving or sidewalks.

Mr. Papakonstantis asked about the cost of gates. Mr. Vlasich said you'd want something similar to the existing granite gates. He didn't look at it. Mr. Staples said coming off of Water Street, you'd have a gate there. If there is an emergency, the gate will be locked, and emergency personnel would have to unlock it. Could we consider a spring-loaded mechanism that would block the road an emergency vehicle could run through? Mr. Vlasich said he hadn't looked at any gate option. Mr. Thompson said it should be timed, since the Parkway is only open dawn to dusk. Mr. Thompson asked where the gate would be on the other end, by the Pavilion. Ms. Roy said it would be a problem if the gate is beyond the pavilion, so you have people driving through there. Mr. Papakonstantis said usually for special events the whole Parkway is closed, so it wouldn't matter. Mr. Staples said it was voted to close the Parkway to the Pavilion. If we're going to change that, we need to change it legally. Mr. Chartrand said to the Pavilion, is that the center of the Pavilion? Mr. Staples said it's to the Water Street side of the Pavilion. There shouldn't be a gate on the Newfields Road side of the Pavilion.

Mr. Papakonstantis said his preference is to wait until spring because we think we will get a better product. We have a quote and a method to pay for the project. He's conflicted that we didn't get a second or third quote, but we have a project that's been waiting 8 or 9 years on Kingston Road because we can't find companies that are ready to do the work. This project falls within this company's area of expertise, they know the area, and they could be available now or in the spring. He would hate to have this drag on for six or seven years because we can't find anyone to do the work.

Ms. Gilman said she agrees to starting in spring. There's an argument to be made for using the same contractor and engineer because of their familiarity. We've done single source awards for similar reasons before.

Mr. Papakonstantis said he'd like to see more information from the contractor to move forward. The Trustees could come back. We'd also like to solicit public comment.

Ms. Belanger asked about the ARPA fund balance. Mr. Dean said we have \$232,851 but there are a couple of other projects we're looking at.

MOTION [Swasey Parkway Trustees]: Mr. Staples moved to adjourn the Swasey Parkway Trustees meeting. Mr. Short seconded. The motion passed 3-0. Their meeting adjourned at 8:13 PM.

b. DAR Sign Proposal - Winter Street Cemetery

Renay Allen was present to discuss a donation from the Daughters of the American Revolution. Ms. Gilman said she was not able to get it onto the agenda



Russ Dean <rdean@exeternh.gov>

Fwd: Swasey Parkway Turnaround Proposal

3 messages

Pam McElroy <pmcelroy@exeternh.gov>

Tue, Jan 9, 2024 at 11:04 AM

To: Melissa Roy <mroy@exeternh.gov>, Russ Dean <rdean@exeternh.gov>

Here's Jen Martel's email & attachment.

----- Forwarded message -----

From: **Jennifer Martel** <jmartel@gmail.com>

Date: Thu, Dec 28, 2023 at 11:44 PM

Subject: Swasey Parkway Turnaround Proposal

To: Niko Papakonstantis <npapakonstantis@exeternh.gov>

Cc: <nbelanger@exeternh.gov>, <jgilman@exeternh.gov>, Molly Cowan <mcowan@exeternh.gov>, <dchartrand@exeternh.gov>, Pam McElroy <pmcelroy@exeternh.gov>, Dave Short <dshort11@myfairpoint.net>

Esteemed Select Board and Swasey Parkway Trustees,

I am writing to express my concerns about the cul-de-sac proposal presented to the Select Board and Swasey Parkway Trustees on 11/20. This is a significant infrastructural change to the Parkway, and the proposed design does more harm than good. I urge you to explore alternative options to ensure that the solution is one that best serves the Town, its people, and its cultural and natural resources.

As you may know, Swasey Parkway was designed in 1930 by the Olmsted Brothers Landscape Architects. The Olmsted Brothers were the sons of Frederick Law Olmsted, often known as the "Father of Landscape Architecture" who is credited with introducing the concept of the public park in America and designed such famous parks as Central Park in New York and the Emerald Necklace in Boston. Swasey Parkway is one of only a handful of Olmsted park projects in NH. As such, I believe the Parkway is a cultural resource that our town should be proud of and should steward appropriately.

I understand the town's mandate via warrant article to establish a pedestrian-only section of the parkway, and I wholeheartedly support this! We should seek a design that both honors the voter's intent while maintaining the park's integrity. Below are my specific concerns about the cul-de-sac proposal:

- The cul-de-sac eliminates 5000 square feet of open space from the park in favor of vehicular circulation. This is about 15% of the main event lawn across from the pavilion.
- The design adds 2800 sf of impervious pavement in close proximity to our vulnerable wetland resources. Additional pavement will exacerbate the flooding that occurs here regularly. I would recommend that the town consider pervious pavement in this location.
- Has the Heritage Commission provided input into the design?
- There has been no discussion of how the Parkway would be formally closed at Water Street. The temporary barricades are an eyesore and must be replaced with something that complements the existing historic stonework while meeting functional requirements like emergency vehicle access.
- The proposed design does not include curbing around the cul-de-sac. For safety and maintenance, curbing will be important to prevent cars from accidentally driving into the fairgrounds, or killing the grass at the edges. It provides a neat appearance consistent with the rest of the Parkway.
- What is the swing gate design at the terminus of the vehicular section of road?
- At 24'-wide, the Parkway can not safely accommodate parking and two-way traffic. I understand this is how it was used pre-Covid, but technically, it is not a safe or accessible parking 'solution'.
- The costs presented for the proposed improvements exclude necessary items (curbing, gates, closure at Water Street, rain garden plants and ongoing rain garden maintenance, signage and striping). The Select Board should be apprised of all these costs before making a decision.

I believe there are alternatives to be explored! One idea is to convert a portion of the Parkway to a 'Shared Street' where half the road is given to vehicular travel and the other half to pedestrians and bicycles. The remainder of the street would be for parking and one-way travel. Please review the attached diagram which further explains this concept. This scheme would be much lower cost, maintenance-free, and have little to no impact on the cultural and environmental resources in the park.

I am happy to answer any questions you may have about these concerns and proposed alternatives.

Thank you for your service to the town, and for your attention to this matter!

Jen Martel
23 Wood Ridge Lane

--

Pam McElroy

Town of Exeter
Senior Executive Assistant, Town Manager's Office
603-773-6102
Human Services Administrator
603-773-6116

 **Swasey Shared Street.pdf**
7124K

Russ Dean <rdean@exetermh.gov>

Tue, Jan 9, 2024 at 11:06 AM

To: Stephen Cronin <scronin@exetermh.gov>, Paul Vlasich <pvlasic@exetermh.gov>, Trisha Allen <tallen@exetermh.gov>

Here it is.

Thanks,

Russ

[Quoted text hidden]

 **Swasey Shared Street.pdf**
7124K

Melissa Roy <mroy@exetermh.gov>

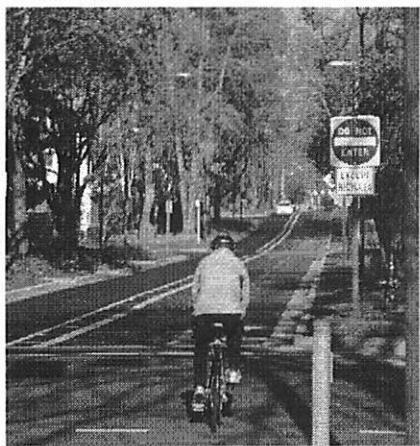
Tue, Jan 9, 2024 at 11:29 AM

To: Pam McElroy <pmcelroy@exetermh.gov>

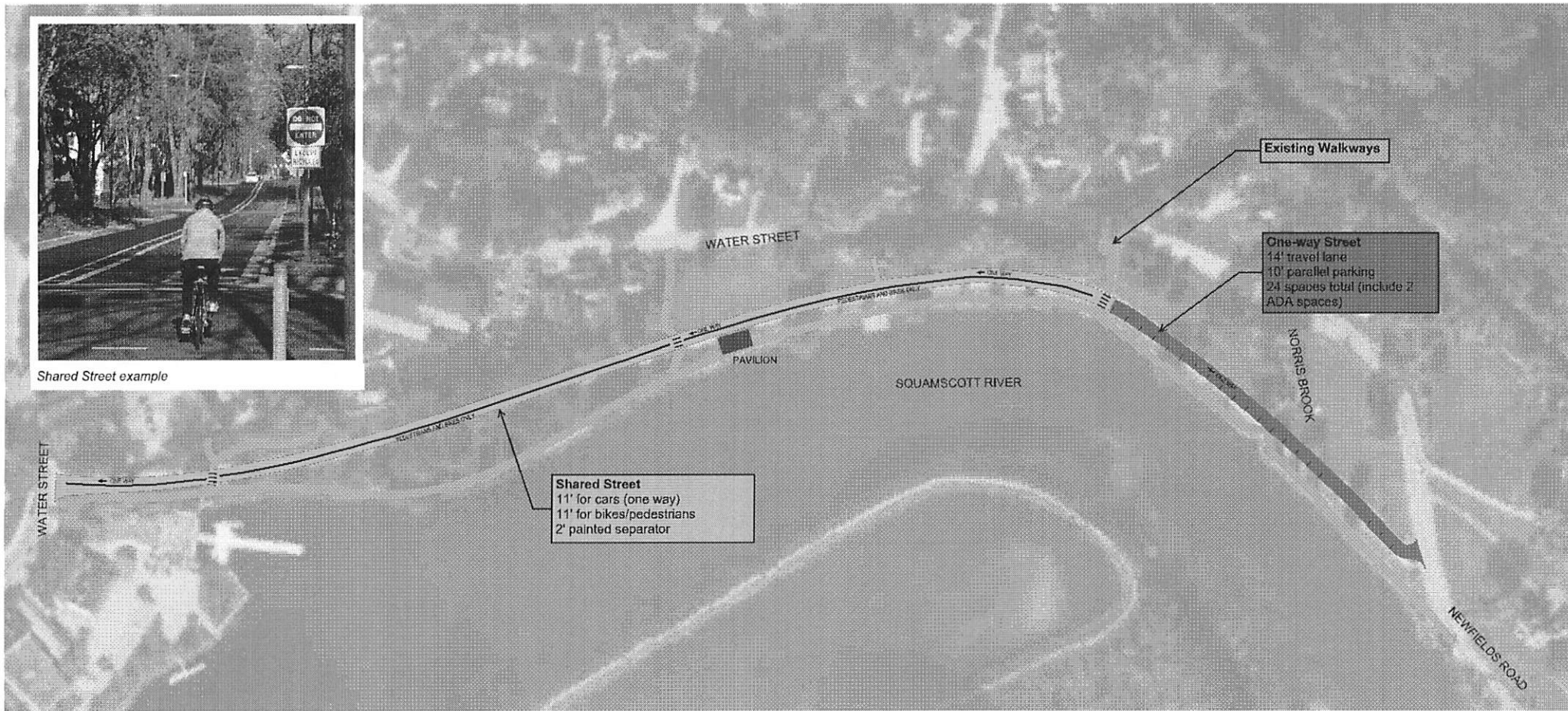
Cc: Russ Dean <rdean@exetermh.gov>

Thank you

[Quoted text hidden]



Shared Street example



Swasey Parkway - Shared Street

Conceptual Plan



Trust for Public Lands – Lynnette Batt, Program Director, Duane Hyde, SELT



Russ Dean <rdean@exeternh.gov>

Rugg/ Newfields Exeter Community Forest- request for 4/15 Select Board meeting

3 messages

Lynnette Batt <lynnette.batt@tpl.org>

Tue, Apr 9, 2024 at 3:09 PM

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

Cc: Melissa Roy <mroy@exeternh.gov>, Kristen Murphy <kmurphy@exeternh.gov>, Duane Hyde <duane@seltnh.org>, "Koff, Andrew" <drewkoff@gmail.com>

Dear Mr. Papakonstantis and Mr. Dean,

I'm writing to respectfully request getting on the agenda for the 4/15 Select Board meeting to discuss the Rugg property/ Newfields-Exeter Community Forest project. I would ask to join this meeting remotely if possible. Duane Hyde from Southeast Land Trust would be joining in person.

Our requested agenda:

- **Project update and timeline** – refer to attached memo – please note, the content of this memo was emailed to the Select Boards and Conservation Commission representatives in both Exeter and Newfields on 3/25. [See page 2](#) for Exeter timeline/ next steps.
- **Clean Water State Revolving Fund loan** – discuss this as a potential funding source and upcoming request to apply.

I also wanted to ask, who would be the best point of contact for the project overall, and regarding a potential Clean Water State Revolving Fund loan? If the Select Board is supportive of this approach, at a subsequent meeting we will request the Select Board to designate an authorized representative for submitting an application, but an initial point/s of contact would be helpful in preparation.

Please let me know if you have any questions, and thank you for your consideration!

Kind regards,

Lynnette

Lynnette Batt
Project Manager, Maine and New Hampshire

Farmington, ME (home office)
(207) 670-4425 (cell)

lynnette.batt@tpl.org



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TPL Memo re Rugg Project-Newfields Exeter Community Forest 3.25.2024.pdf
7869K

Russ Dean <rdean@exeternh.gov> Tue, Apr 9, 2024 at 3:13 PM
To: Lynnette Batt <lynnette.batt@tpl.org>
Cc: "npapakonstantis@exeternh.gov" <npapakonstantis@exeternh.gov>, Melissa Roy <mroy@exeternh.gov>, Kristen Murphy <kmurphy@exeternh.gov>, Duane Hyde <duane@seltnh.org>, "Koff, Andrew" <drewkoff@gmail.com>

Thank you Lynette, I will take this up with Chairman Papakonstantis and will get back with you.

Best regards,

Russ Dean
[Quoted text hidden]

Lynnette Batt <lynnette.batt@tpl.org> Tue, Apr 9, 2024 at 3:14 PM
To: Russ Dean <rdean@exeternh.gov>

Thank you, I appreciate it!

—
Lynnette Batt
Project Manager, ME & NH

(207) 670-4425

From: Russ Dean <rdean@exeternh.gov>
Sent: Tuesday, April 9, 2024 3:14 PM
To: Lynnette Batt <lynnette.batt@tpl.org>
Cc: npapakonstantis@exeternh.gov; Melissa Roy <mroy@exeternh.gov>; Kristen Murphy <kmurphy@exeternh.gov>; Duane Hyde <duane@seltnh.org>; Koff, Andrew <drewkoff@gmail.com>
Subject: [External] Re: Rugg/ Newfields Exeter Community Forest- request for 4/15 Select Board meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless



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30 Danforth Street, Suite 106
Portland, ME 04101
t: 207.772.7424 x3
tpl.org

March 25, 2024

Sent by email to:

Newfields Select Board
Newfields Conservation Commission
Exeter Select Board
Exeter Conservation Commission

Re: Newfields Exeter Community Forest Project Update: Town Vote and Next Steps

Dear Newfields and Exeter representatives,

First, as you all know, we saw positive votes in both Newfields and Exeter on March 12 for the Newfields-Exeter Community Forest project.

- Newfields Article 1 passed 583 yes to 285 no (67%)
- Exeter Article 24 passed 2222 yes to 340 no (88%)

Trust for Public Land, Southeast Land Trust, and local volunteers were happy to see the community turn out to vote and we very much look forward to working with both towns to advance this locally important project.

Second, I will follow up with each town separately, but for the benefit of co-coordination, we are hoping to proceed with the following as next steps/ project timeline in each town.

Newfields Next Steps/Timeline:

- Purchase and Sale Agreement between TPL and Town – April or May
- **NH Clean Water State Revolving Fund Loan** – Full application due June 28, preferable to submit in April/May if possible, *pending Select Board designation of authorized representative*
- **NH Land and Community Heritage Investment Program (LCHIP)** – Pre-application due May 22, full application due June 19
- Final appraisal – summer/ fall 2024
- Grant award notices – fall 2024
- Closing – mid 2025, near concurrent with Exeter

Exeter Next Steps/Timeline on following page



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Portland, ME 04101
t: 207.772.7424 x3
tpl.org

Exeter Next Steps/Timeline

- Purchase and Sale Agreement between TPL and Town – May or June
- Boundary Resolution – ASAP, goal of mid-May (*changed from June 1*) to support funding applications and final appraisal
- **NH Clean Water State Revolving Fund Loan** – Pre-application due May 31–
pending Select Board vote to proceed and designation of authorized representative
- **NH Land and Community Heritage Investment Program (LCHIP)** –
Pre-application due May 22, full application due June 19
- **NH Drinking Water and Groundwater Trust Fund Source Water Protection (DWGTF SWP)** – Pre-application due May 30, full application due August 8
- Final appraisal – summer/ fall 2024
- Grant award notices – fall 2024
- Town vote on funding – March 2025
- NH Clean Water State Revolving Fund Loan full application – spring 2025 –
pending town vote
- Closing – mid 2025, near concurrent with Newfields

Additionally, throughout 2024 and into 2025, TPL will undergo a private fundraising campaign and pursue other grants to cover all up front project costs (planning, due diligence, community outreach) so there will be no cost to the town for these expenses. We also hope to provide some funding for future stewardship and recreation.

Finally, a funding update -- last Friday 3/22 Trust for Public Land submitted a \$1.3 million request to Senator Shaheen and Congressman Pappas for a Congressionally Directed Spending (CDS)/Community Program Funding (CPF) grant for the project. If awarded, TPL would direct this funding proportionately to both towns – we budgeted \$400,000 for Exeter and \$900,000 for Newfields. If awarded, and pending the outcome of other grants, this has the potential to lower the cost to the towns from what has been presented in past budgets. As we have stated in past meetings, our goal is to try to maximize grant funding to minimize the costs to the towns.

Please contact me at lynnette.batt@tpl.org or 207-670-4425 with any questions or input.

Thank you,

Lynnette Batt
Project Manager, Trust for Public Land

Attached: Project Description March 2024

Newfields-Exeter Community Forest Project Description

Background

The Rugg family owns an approximately 170-acre parcel of land between the towns of Newfields and Exeter in Rockingham County, New Hampshire. The property includes a house, plant nursery, woodlands, and extensive trail system. The Ruggs have owned and stewarded the property for three generations. The property has miles of established multi-use trails, which the family has generously opened to public use for the last 75 years for biking, hiking, cross-country skiing, snowshoeing, snowmobiling and hunting. These trails form a large part of a highly popular regional trail network that continues onto adjacent town forest lands owned by Newfields and Exeter. The trails on the property and adjacent town lands are maintained by volunteers with local recreation clubs.

There has been strong public support and community engagement in this project over the last year, with hundreds of residents turning out to public meetings and campaigning in support. In March 2024, both towns voted to pass measures in support of the project. In Newfields, the Town voted to authorize \$2.6 million in loan funding. In Exeter, the Town voted to proceed with fundraising.

Project Description

The project is the purchase of **148 acres** of private forested land with 12 miles of trails by the towns of Newfields and Exeter. The goals of the project are to expand adjacent town forest lands, protect and secure public access to the popular Fort Rock trails network, protect water quality for two nearby public drinking water wells, and avoid the costs and impacts of a new rural subdivision.

- **Newfields: 101 acres (addition to Newfield's Town Forest)**
- **Exeter: 47 acres (addition to Exeter's Town Forest)**

Following purchase, a new and much-needed trailhead and parking area would be constructed along Piscassic Road in Newfields to improve public access from the north.

Goals of the Project

1. Expand public lands by 33% for public recreation, open space and wildlife (148 acres added to 488 acres of existing town forest to create a 636-acre block).
2. Protect 30% of a highly popular, multi-use hiking and biking regional trail network (12 miles out ~40 miles of trail protected).
3. Protect water quality within two impaired coastal watersheds and a wellhead protection area supporting two public drinking water wells.
4. Improve public access to the trail network through a new parking area and trailhead.
5. Establish a community forest where the community has input into use and management.

Recreational Values and Fort Rock Trail Network

There are about 40 miles of multi-use public trails across the Fort Rock trail network, including on the Rugg property and three adjacent, connected town forests. Estimated breakdown of acreage:

- Rugg property (proposed for conservation): 148 acres – subject property
- Inland Acres Town Forest (Newfields): 40 acres – adjacent
- Oakland Town Forest (Exeter): 200 acres – adjacent
- Henderson Swasey Town Forest (Exeter): 220 acres - across Hwy 101, connected by underpass



The Fort Rock trails are highly popular and regionally known for mountain biking, with miles of purpose-built single-track trails. It is also used extensively for hiking, trail running, snowshoeing, cross-country skiing, and snowmobiling. Monthly trail use reaches into the thousands, by residents and visitors alike.

The Town Forest in Exeter is accessible by four public parking areas which are often full, while the Town Forest in Newfields has just one small parking area that is often full. This project would provide much needed additional public access to the towns forests and Fort Rock trails.

Fork Rock Riders, the local mountain biking club, generously volunteers to maintain the Fort Rock trail system including trails on the Rugg property. Projects range from simple drainage work to building significant bridges, boardwalks and miles of new single-track trails. Funds for this work are raised by the volunteers of Fort Rock Riders. For Rock Riders grooms the trails in the wintertime, and had a fundraising effort to purchase a trail groomer, where they exceeded the goal in a matter of days, demonstrating strong local support of their trail efforts.

Development Risk

The family must sell the land to settle a family estate. They have given both towns the first option to purchase it for conservation. However, if that falls through, they will sell for subdivision and development. The family has retained an engineer to develop a 67-lot conceptual subdivision plan. The subdivision plan has been revised several times to account for slopes/ topography, wetlands, and access. The high development potential of the property increases the urgency and public value of the project.

Community Forest Planning & Public Process

The future use and management of the property after it is purchased by the towns will likely remain the same as today, including multi-use recreational trails open to the public and trail maintenance generously provided by Fort Rock Riders volunteers. Regardless, a key element of the project will be engaging the community to provide input on public uses and management moving forward.

Community Forest Planning Meetings

A series of public planning meetings will held to gain input from the local community on recreation uses, trails, forest management, education/ youth engagement, and other ideas for the community forest. The Committee will be organized by the Trust for Public Land (or consultant), the Newfields Conservation Commission, and Fort Rock Riders, and will be open to the public.

Community Forest Management Plan

A Community Forest Management Plan will be developed at the end of the public planning process based on input from the public and natural resource professionals. The Management Plan will address recreational uses, trail planning and maintenance, wildlife habitat protection, and any forestry activities.

Community Forest Committee

Through the planning process, a governance structure will be established to ensure long-term management of the community forest according to the Management Plan and with input from the public. The current plan is to establish a Community Forest Committee within the Newfields Conservation Commission, or potentially jointly hosted by the two town Conservation Commissions. Trail maintenance by Fort Rock Riders may be formalized through agreements with the towns.



Structure of Transaction

TPL holds Option Agreements with the landowners (one for the Newfields portion, one for the Exeter portion) that gives TPL the option to purchase the property pending successful fundraising, due diligence, a final appraisal, and town approvals. If exercised, TPL will then proceed with closing and direct the deed to each town. The Option Agreements are co-contingent upon both transactions occurring, so that one parcel may not be sold without the other. TPL will also enter into a Conveyance/ Purchase and Sale Agreement with each town to direct the property to the towns. TPL will provide copies of title, boundary and environmental assessment, and a final appraisal that has passed state and federal review, to the towns prior to the Select Boards' actions to accept the property.

Project Team and Partner Roles

Trust for Public Land – Project Manager/ Lead, facilitating land purchase and community engagement

Save Fort Rock Campaign – Volunteer-led local outreach and support

Southeast Land Trust – Project partner, assisting with outreach and new parking area

Fort Rock Riders – Volunteer-led trail maintenance

Newfields Conservation Commission – Town representation and support

Exeter Conservation Commission – Town representation and support

Timeline

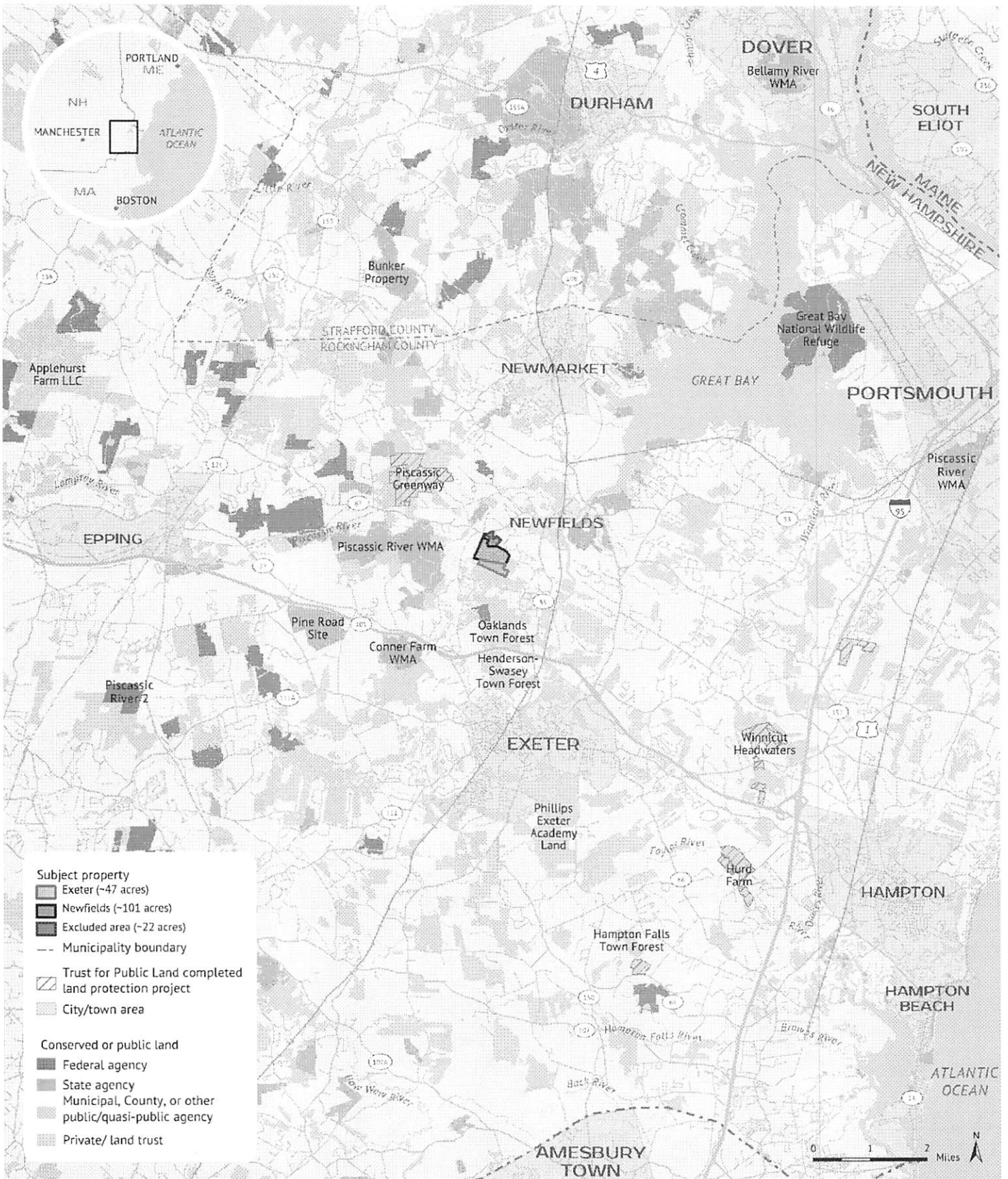
Accomplished to Date (April 2023 – March 2024)

- Purchase and Sale Agreement with landowner – terms publicly released
- Initial appraisal, title, and boundary work
- Public grants and loan applications - \$4,700,000 in applications, \$2,600,000 awarded to date, \$1,100,000 pending; applications three state programs and two federal programs
- 20+ public meetings in Newfields and Exeter, including with the Select Board, Conservation Commission, Planning Board, Public Hearings, Budget Meetings, Bond Hearing, Deliberative Sessions, and Public Informational Meetings
- Project website and Facebook page, with public documents
- Citizen's Petitions for Warrant Articles signed by over 300 residents in both towns
- Open public letter of support signed by over 1,200 New Englanders
- Newfields Article 1 passed with 67% vote (funding measure)
- Exeter Article 24 passed with 88% vote (advisory measure)

Next Up (2024 – 2025)

- Final grant and loan applications
- Private fundraising campaign
- Final due diligence (title, survey, environmental assessment, final appraisal)
- Community Forest Public Planning Meetings
- Exeter funding vote, March 2025
- **Purchase Closes/ Land Transferred to Each Town: Mid 2025**





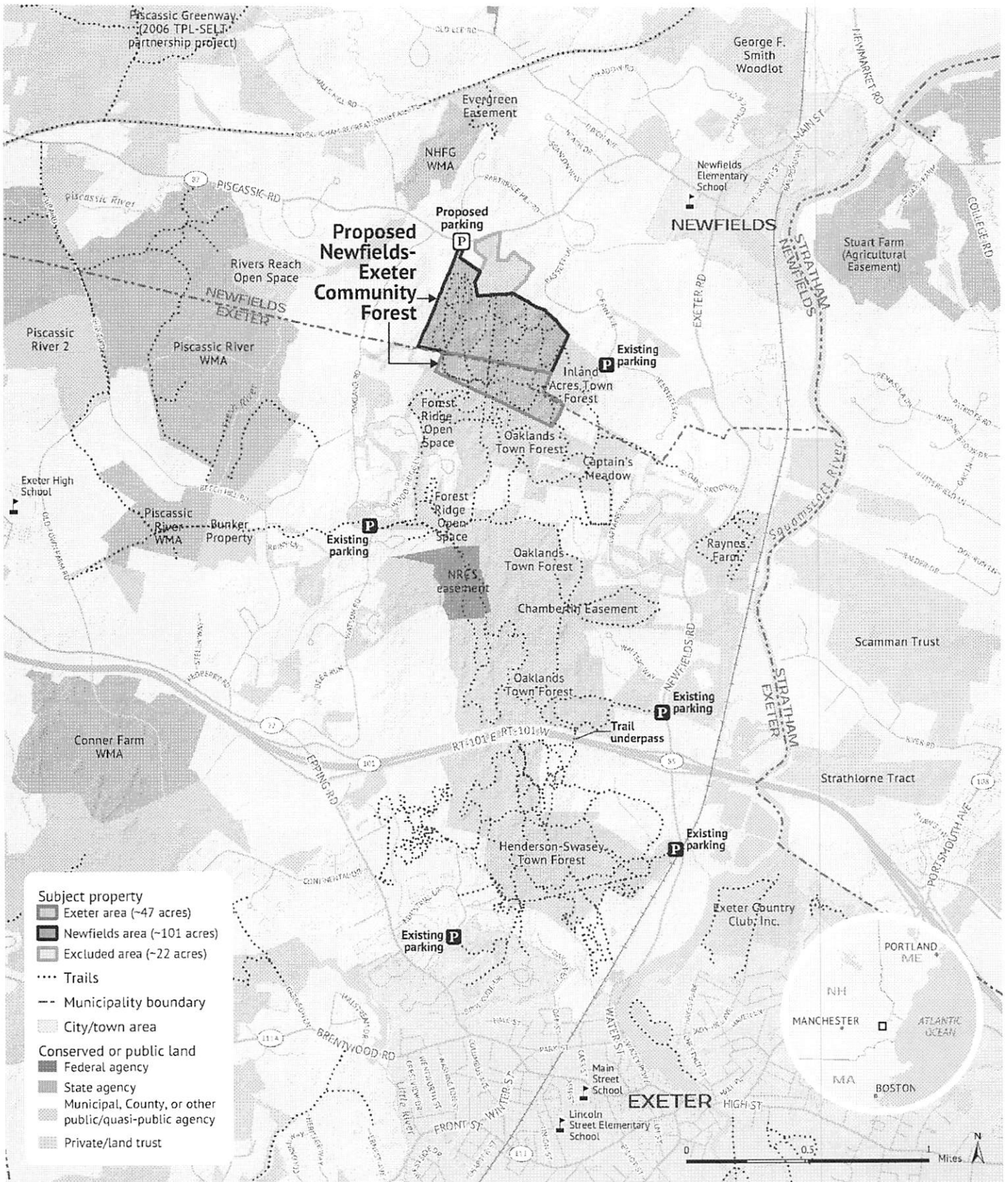
Location Map

Proposed Newfields-Exeter Community Forest ROCKINGHAM COUNTY, NEW HAMPSHIRE

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In partnership with the Town of
Newfields and the Town of Exeter



Town Forests and Trails Map

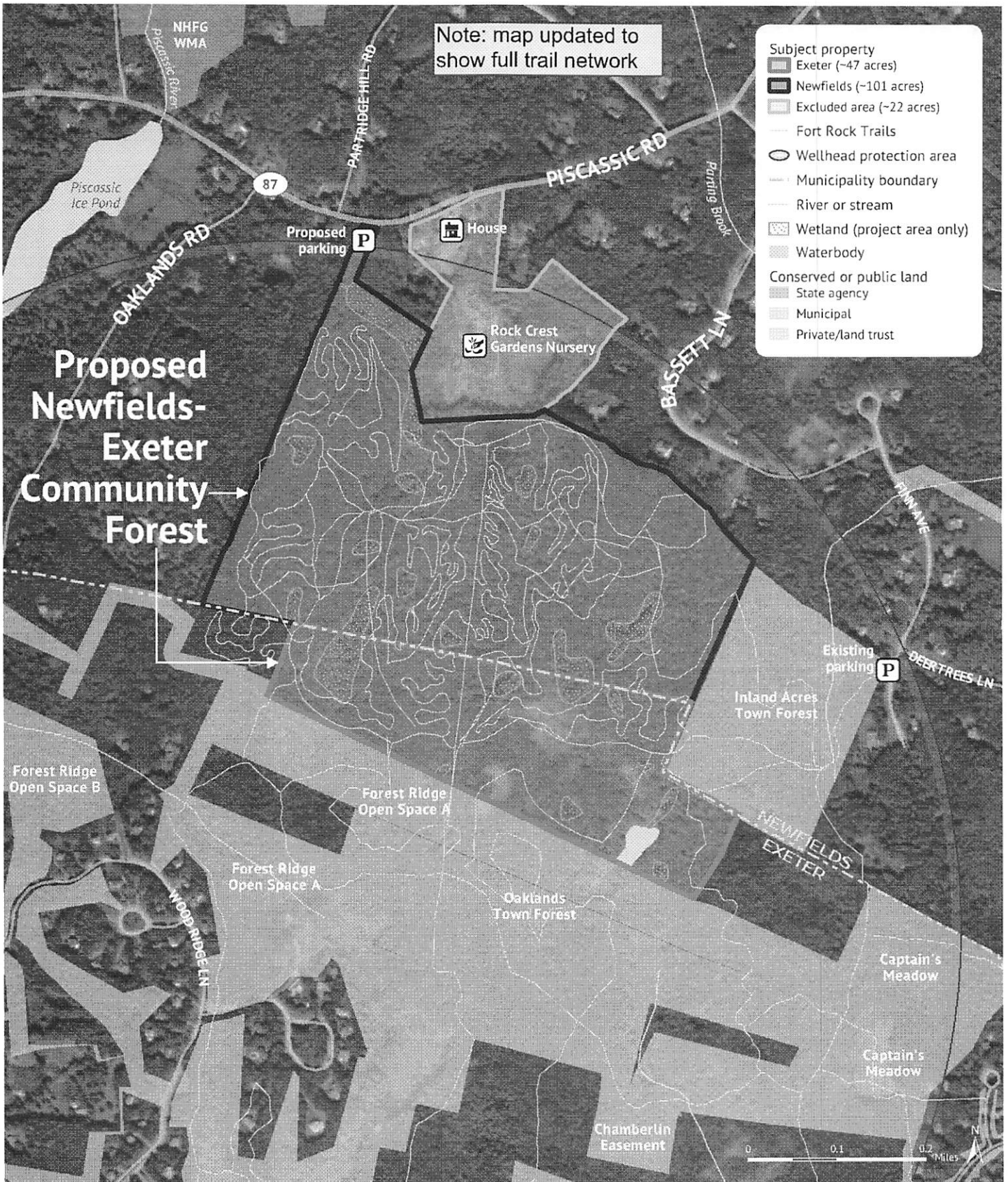
Proposed Newfields-Exeter Community Forest

ROCKINGHAM COUNTY, NEW HAMPSHIRE

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In partnership with the Town of Newfields and the Town of Exeter



Property Site Map

Proposed Newfields-Exeter Community Forest

ROCKINGHAM COUNTY, NEW HAMPSHIRE

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In partnership with the Town of Newfields and the Town of Exeter

Citizens campaigning to get out the vote in Newfields 2024



Citizens campaigning to get out the vote in Exeter 2024



Aerial view toward nursery (area of potential subdivision)



Bikers on trails



Note: all photos were taken on/ of the Rugg property by Jerry Monkman, Ecophotography

Drone/ aerial view of forest



Drone/ aerial view of forest



Trail boardwalk over wetland



Drone/ aerial view of wetland



Hikers on boardwalk



Forested wetland



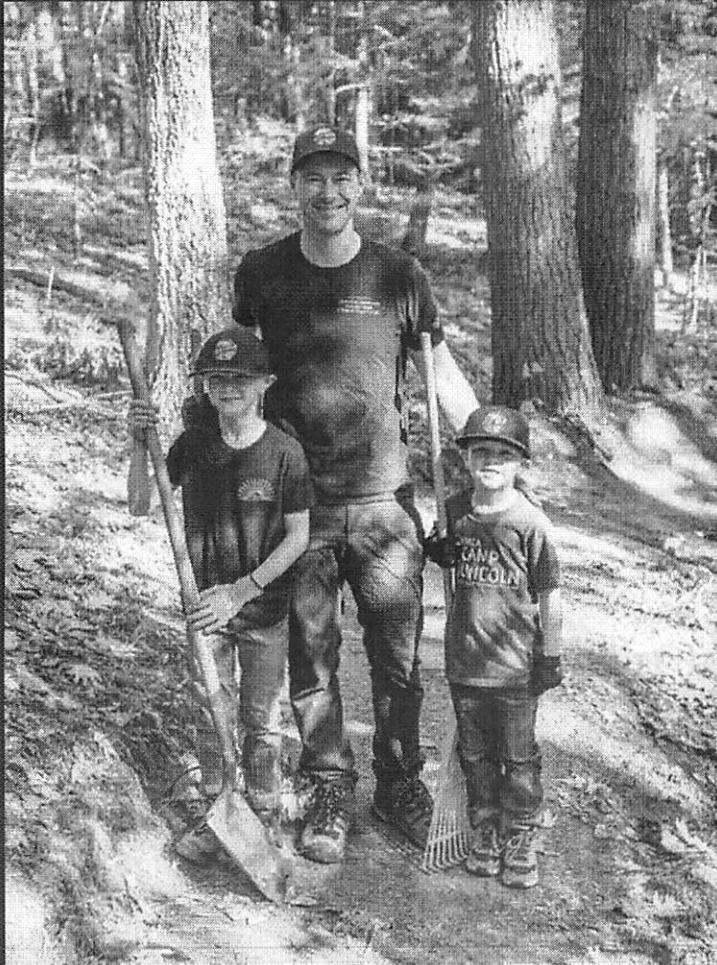
Forested wetland/ vernal pool



Hikers on trails



Volunteer trail maintenance crew



Bikers on purpose-built mountain biking trails





Russ Dean <rdean@exeternh.gov>

Newfields Exeter Community Forest Town Vote and Next Steps

1 message

Lynnette Batt <lynnette.batt@tpl.org>

Mon, Mar 25, 2024 at 1:37 PM

To: Michael Sununu <msununu@newfieldsnh.gov>, Hoby Harmon <hharmon@newfieldsnh.gov>, "mkasper@newfieldsnh.gov" <mkasper@newfieldsnh.gov>, Jeff Couture <couture.jeff@gmail.com>, Chris Griffith <dr.chrisgriffith@gmail.com>, Russ Dean <rdean@exeternh.gov>, "selectboard@exeternh.gov" <selectboard@exeternh.gov>, Kristen Murphy <kmurphy@exeternh.gov>, "Koff, Andrew" <drewkoff@gmail.com>
 Cc: Duane Hyde <duane@seltnh.org>

Dear Newfields and Exeter representatives (Select Board, Conservation Commission, and staff),

First, as you all know, we saw positive votes in both Newfields and Exeter on March 12 for the Newfields-Exeter Community Forest project.

- Newfields Article 1 passed 583 yes to 285 no (67%)
- Exeter Article 24 passed 2222 yes to 340 no (88%)

Trust for Public Land, Southeast Land Trust, and local volunteers were happy to see the community turn out to vote and we very much look forward to working with both towns to advance this locally important project.

Second, I will follow up with each town separately, but for the benefit of all, we are hoping to proceed with the following as next steps/ project timeline.

- **Newfields Next Steps/Timeline:**

- Purchase and Sale Agreement between TPL and Town – April
- **NH Clean Water State Revolving Fund Loan** application – due June 28, preferable to submit in April/May if possible
- **NH Land and Community Heritage Investment Program (LCHIP)** application – pre-app due May 22, full application due June 19
- Final appraisal – summer/ fall 2024
- Grant award notices – fall 2024
- Closing – mid 2025, near concurrent with Exeter

- **Exeter Next Steps/Timeline:**

- Purchase and Sale Agreement between TPL and Town – May or June
- Boundary Resolution – ASAP, goal of June 1 to support funding applications and final appraisal
- **NH Clean Water State Revolving Fund Loan** pre-application – due date TBD, likely early June – pending Town support for this funding approach
- **NH Land and Community Heritage Investment Program (LCHIP)** application – pre-app due May 22, full application due June 19
- **NH Drinking Water and Groundwater Trust Fund Source Water Protection (DWGTF SWP)** application – pre-app due May 30, full application due August 8
- Final appraisal – summer/ fall 2024
- Grant award notices – fall 2024
- Town vote on funding – March 2025
- **NH Clean Water State Revolving Fund Loan** full application – spring 2025 – pending town vote
- Closing – mid 2025, near concurrent with Newfields

Additionally, throughout 2024 and into 2025, TPL will undergo a private/philanthropic fundraising campaign and pursue other grants to cover all up front project costs (planning, due diligence, community outreach) so there will be no cost to the town for these expenses. We also hope to provide some funding for future stewardship and recreation.

Finally, a funding update -- last Friday 3/22 Trust for Public Land submitted a \$1.3 million request to Senator Shaheen and Congressman Pappas for a Congressionally Directed Spending (CDS)/Community Program Funding (CPF) grant for the project. If awarded, TPL would direct this funding proportionately to both towns – we budgeted \$400,000 for Exeter and \$900,000 for Newfields. If awarded, and pending the outcome of other grants, this has the potential to lower the cost to the towns from what has been presented in past budgets. As we have stated in past meetings, our goal is to try to maximize grant funding to minimize the costs to the towns.

Please contact me by email or phone at 207-670-4425 with any questions or input.

Thank you,

Lynnette

Lynnette Batt
Project Manager, Maine and New Hampshire

Farmington, ME (home office)
(207) 670-4425 (cell)

lynnette.batt@tpl.org



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 **Project Description March 2024.pdf**
7796K

SOS Recovery Center – John Burns, Executive Director

Urbanized Exemption Request – Dave Sharples, Town Planner



TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date: March 29, 2024
To: Russell Dean, Town Manager
From: Dave Sharples, Town Planner
Re: Urbanized Exemption Request

I'm writing this memorandum because I have presented an Urbanized Exemption Request as set forth in the enclosed documents to both the Planning Board and the Conservation Commission. Both the Planning Board and Conservation Commission voted (6-0 and 6-1 respectively) in support of the request. I am bringing this forward for the Select Board's consideration.

I will attend the Select Board meeting when this item is placed on the agenda and present the proposal. Please note that the NHDES Commissioner will decide upon the request and I would ask the Select Board to determine if they would like it submitted or not. I have provided a motion below for their convenience.

One item to note is that I received an email from Theresa Walker on behalf of the ESLRAC that is enclosed for your review. As you will note, they do not support the request.

Proposed Motion: I move that the Select Board authorize the Town Manager or their designee to submit a request an Urbanized Exemption in accordance with NHRSA 483-B:12 as presented.

Thank you.

enc (4)

Attachment # 1 - Exeter Urbanized Exemption Request Map



ATTACHMENT # 2

The governing body of a municipality may, in its discretion, request the commissioner to exempt all or a portion of the protected shoreland within its boundaries from the provisions of this chapter if the governing body finds that special local urbanization conditions as defined in RSA 483-B:4, XXV, exist in the protected shoreland for which the exemption is sought.

II. If the governing body of a municipality requests such an exemption, it shall submit evidence of existing and historical patterns of building and development in the protected shoreland in demonstration of the special local urbanization conditions. Such evidence shall address:

(a) Current and Past Building Density.

Current Density:

The portion of downtown Exeter that is subject to this request includes approximately 13.2 acres of densely developed land. As you can see from Attachment # 1. The area subject to this request is almost completely impervious and is currently comprised mostly of buildings and pavement. No natural vegetative buffers exist within the proposed exemption area and haven't existed for at least 140 years.

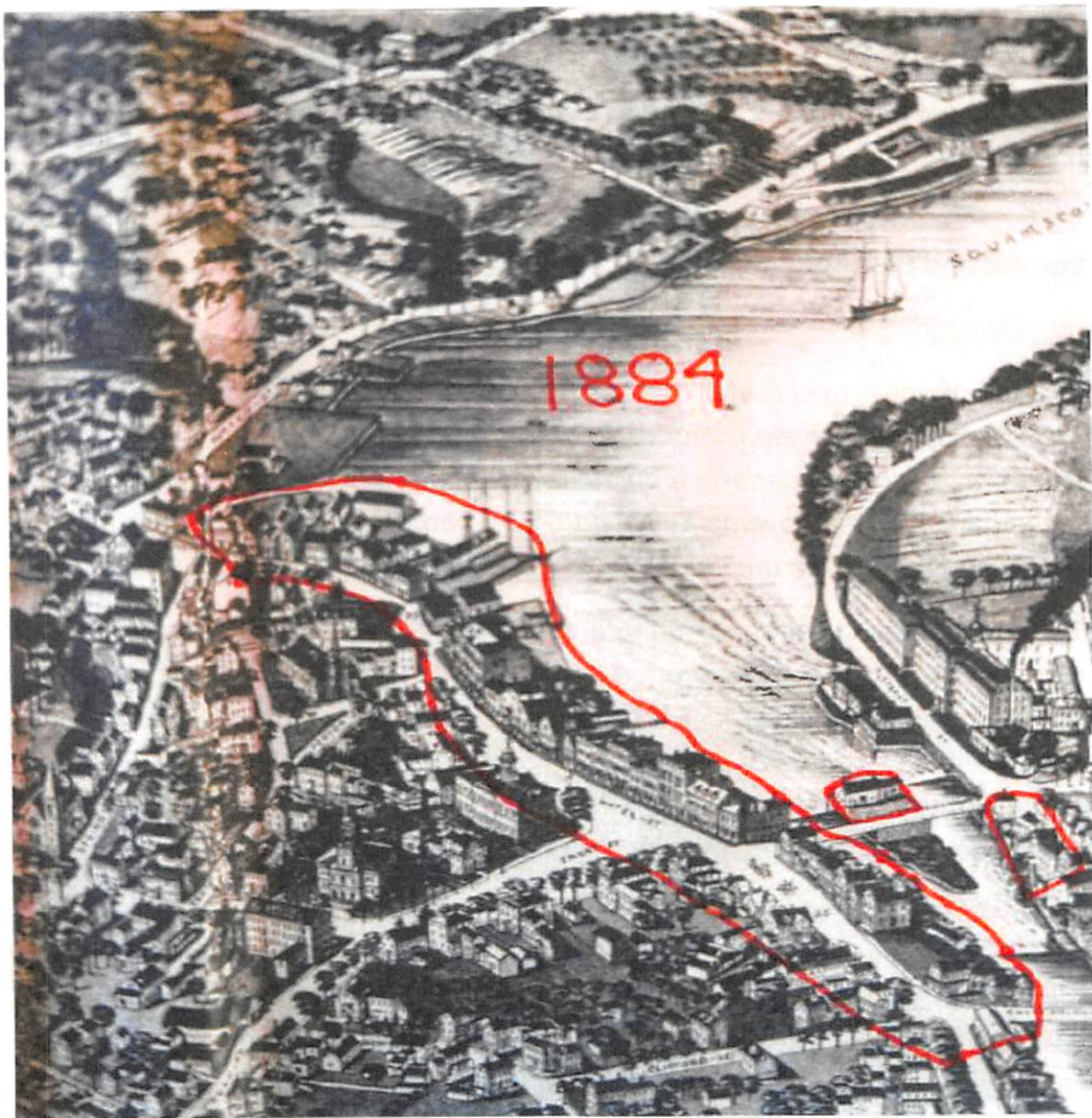
Impervious surfaces cover approximately 92.4% (43,900 sq of pervious cover/574,992 sq ft total area in the urban exemption times 100 = 92.4%) according to a GIS analysis. The current residential density is approximately 13.4 units per acre (13.2 acres total minus 5.5 acres of Town/ROW = 7.7 acres of buildable land. 103 residential units divided by 7.3 acres = 13.4 units/acre). There are no residential uses at street level, these units are all in upper floors of mixed-use buildings.

There are a few planted grassed areas within the exemption area. One is a linear strip in the town-owned Steward Park (northwesterly side of the exemption area) that lies between pavement and the boardwalk along the river. Another grassed area is a vacant lot on the westerly side of the map that abuts the river. There was a building at this location until it burned down in the 1980's. The Town recently acquired this land for a public park. The last piece of green area is on the

northeasterly edge of the exemption area and this is Founders Park, also owned by the Town of Exeter.

Past Building Density:

Exeter has a long, rich history and the area being requested for an exemption has been densely developed for hundreds of years. The following picture shows the area of the exemption request in 1884. As you will note, the area appears as densely developed as it is today with several buildings shown along the river on the northerly portion of the exemption area that no longer exist today.



(b) Commercial, industrial, or residential uses.

The area is defined by a mix of commercial and residential uses. Commercial uses dominate the street level while a mix of commercial and residences exist on the upper floors. While industrial use did historically exist with the mills, there are no longer any industrial uses in the area.

(c) Municipal or other public utilities.

Municipal water, sewer and drainage is available throughout the exemption area along with natural gas and electricity. The map (attachment #1) shows the location of municipal sewer and water infrastructure.

(d) Current municipal land use regulations which affect the protected shoreland.

The Exeter Site Plan Review and Subdivisions Regulations apply to new or redevelopment of any parcels within the exemption area. These regulations have provisions that include but are not limited to stormwater, grading, erosion and sediment control, landscaping, utilities, environmental quality/natural resources, wetlands, and parking and access.

The Exeter Zoning Ordinance have provisions that apply to new or redevelopment of any parcels within the exemption area such as minimum open space requirements and lot coverage. The area is also fully within the Exeter Historic District and is subject to the Historic District ordinance.

(e) Designation as a downtown, community center, central business district, or urbanized area or urban cluster as delineated by the United States Census Bureau.

The US Census Bureau identifies a portion of Exeter that includes the entire exemption area as an Urban Area with a population of more than 10,000.

(f) Any other information which the commissioner may reasonably require.

Please contact Dave Sharples, Town Planner, either via email at dsharples@exeternh.gov or by phone at 603-773-6114 if you need any additional information to render an informed decision on this request.

III. With the advice of the office of planning and development, the commissioner shall approve or deny the request for an exemption and shall issue written findings in support of his decision. A request for an exemption shall be approved only if the municipality demonstrates, using the evidence required under paragraph II, that special conditions of urbanization exist along the portion of shoreland to be exempted.

No response necessary

IV. The Pease development authority, division of ports and harbors may request an exemption under this section for all or a portion of any land purchased, leased, or otherwise acquired by it pursuant to RSA 12-G:39.

N/A



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

April 2, 2024

To:

Re: Exeter Urbanized Exemption Request per NHRSA
483-B:12 Shoreland Exemptions.

To whom it may concern:

Please allow this letter to serve as Exeter's request for an Urbanized Exemption for parts of our downtown area. The Exeter Select Board, the governing body of Exeter, voted at their BLANK meeting to support this request after determining that special conditions of urbanization exist along the portion of shoreland to be exempted.

I have enclosed a packet of all the information supporting the request. Attachment # 1 is a map showing the area of the Urbanized Exemption request. Attachment # 2 provides the evidence requested in NHRSA 483-B:12.

If you should have any questions, please do not hesitate to contact the Planning Department office at (603) 773-6114.

Sincerely,

Dave Sharples
Town Planner

cc: Niko Papakonstantis, Select Board Chair w/enc
Russell Dean, Exeter Town Manager w/enc
Kristen Murphy, Exeter Sustainability and Conservation Planner w/enc
Langdon Plummer, Planning Board Chair w/enc
Andrew Koff, Conservation Commission Chair w/enc



David Sharples <dsharples@exeternh.gov>

Urbanized Shoreland Exemption

1 message

theresawalker@comcast.net <theresawalker@comcast.net>

Fri, Mar 22, 2024 at 12:34 PM

To: selectboard@exeternh.gov

Cc: Russ Dean <rdean@exeternh.gov>, David Sharples <dsharples@exeternh.gov>, Exeter Conservation Commission <kmurphy@exeternh.gov>, Don Clement <dclement43@comcast.net>, Bill Meserve <meserve@gmail.com>, "Sales, Tracie" <tracie.j.sales@des.nh.gov>

To the Exeter Select Board:

The Exeter-Squamscott River Local Advisory Committee (ESRLAC) does not support the Town of Exeter's application to the NH Department of Environmental Services requesting an Urbanized Shoreland Exemption under the Comprehensive Shoreland Protection Act for the Squamscott River shoreland along Water Street from Great Bridge to the entrance of Swasey Parkway. As the primary, citizen-based advocate for protection of water quality, water quantity, and wildlife habitat in the watershed, ESRLAC is concerned because an exemption from state shoreland regulations would result in ESRLAC not being notified of any proposed development along the shoreland in the exempt area and prevent state agency oversight in the areas of water quality protection, stormwater management, erosion and sediment control, habitat protection, and adaptive planning for climate change.

Donald Clement, Vice Chair, ESRLAC

**Approve SRF Certificates of Authorization – School Street Project, Surface Water Treatment Design,
Water Street Project**



EXETER PUBLIC WORKS DEPARTMENT

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

MEMO

DATE: April 11, 2024
TO: Russell Dean, Town Manager
FROM: Paul Vlasich, P.E., Town Engineer
RE: 2024 State Revolving Funds (SRF) – Certificate of Authority

Three articles were successfully passed at the Town Warrant Vote on March 12, 2024. They were:

Article 5	School St Utility and Street Improvements	\$6,510,000
Article 7	New Surface Water Treatment Plant Design	\$ 500,000
Article 14	Water St Stormwater Plan	\$ 100,000

The Town will need to complete a full application for the State Revolving Loans and will need a Certificate of Authority for the Town Manager to sign the documents.

Previously, the 2024 pre-application for the sewer portion of a Clean Water State Revolving Fund (CWSRF) was approved by New Hampshire Department of Environmental Services (NHDES) in the amount of \$2,614,050 for the School St project. This came with 35% principal forgiveness. Recently, NHDES approved \$2,217,802 for the stormwater portion of the project with 35% principal forgiveness. A 2025 pre-application for the construction of the drinking water SRF (DWSRF) will be resubmitted. Potential resolution wording:

To enter into and approve a loan agreement for the School St Utility and Street Improvement project with NHDES in the amount of \$4,831,852 to the Town of Exeter and to authorize the Town Manager, the Assistant Town Manager, or the Select Board Chair to sign the paperwork associated with such agreement.

The New Surface Water Treatment Plant Design will be fully financed through a DWSRF. Potential resolution:

To enter into and approve a loan agreement for the New Water Treatment Plant Design with NHDES in the amount of \$500,000 to the Town of Exeter and to authorize the Town Manager, the Assistant Town Manager, or the Select Board Chair to sign the paperwork associated with such agreement.

The Water St Stormwater Plan will be fully financed through a stormwater CWSRF with 100% principal forgiveness. Potential resolution:

To enter into and approve a loan agreement for the Water St Stormwater Plan with NHDES in the amount of \$100,000 to the Town of Exeter and to authorize the Town Manager, the Assistant Town Manager, or the Select Board Chair to sign the paperwork associated with such agreement.



22% voter-turn out

12,131 Registered Voters

BALLOT 1 OF 2

OFFICIAL BALLOT
ANNUAL TOWN ELECTION
EXETER, NEW HAMPSHIRE

Andrea J. Kohler

27 New Voters

MARCH 12, 2024

TOWN CLERK

INSTRUCTIONS TO VOTERS

- A. TO VOTE, completely fill in the OVAL to the RIGHT of your choice(s) like this: ●
- B. Follow directions as to the number of candidates to be marked for each office.
- C. To vote for a person whose name is not printed on the ballot, write the candidate's name on the line provided and completely fill in the OVAL.

<p>FOR SELECTMEN</p> <p>Vote for not more than ONE</p> <p>Three Year Term</p> <p>MOLLY COWAN 2030 ●</p> <p>31 ○</p> <p>(Write-in)</p>	<p>FOR TRUSTEES OF THE LIBRARY</p> <p>Vote for not more than THREE</p> <p>Three Year Term</p> <p>DAVIS MOORE 1736 ●</p> <p>LISA WILSON 1850 ●</p> <p>Sherry Kostenbuder 45 ○</p> <p>(Write-in)</p> <p>(Write-in)</p> <p>(Write-in)</p>	<p>FOR TRUSTEE OF THE SWAZEY PARKWAY</p> <p>Vote for not more than ONE</p> <p>Three Year Term</p> <p>DARIUS X. THOMPSON 1949 ○</p> <p>20 ○</p> <p>(Write-in)</p>
<p>FOR SUPERVISOR OF THE CHECKLIST</p> <p>Vote for not more than ONE</p> <p>Six Year Term</p> <p>STACEY PENNA 1910 ●</p> <p>10 ○</p> <p>(Write-in)</p>	<p>FOR TRUSTEE OF THE ROBINSON FUND</p> <p>Vote for not more than ONE</p> <p>Seven Year Term</p> <p>MARK PAIGE 1863 ●</p> <p>10 ○</p> <p>(Write-in)</p>	<p>FOR TRUSTEE OF TRUST FUNDS</p> <p>Vote for not more than ONE</p> <p>Three Year Term</p> <p>PETER LENNON 1918 ●</p> <p>11 ○</p> <p>(Write-in)</p>

ARTICLES

Article 2 Zoning

Shall the Town vote to adopt Amendment #1 as proposed by the Planning Board for the town zoning ordinance, by amending Article 4, District Regulations, Section 4.2, Schedule I: Notes of the Exeter Zoning Ordinance regarding Residential Conversions and Accessory Dwelling Units (ADU's)? The purpose of this amendment is to continue to allow residential conversions and accessory dwelling units but make the language on conversions and ADU's consistent, require access to municipal water and sewer for conversions, and to streamline the process for property owners. Recommended by the Planning Board 5-0.

2151 YES ●
332 NO ○

Article 3

Shall the Town vote to adopt Amendment #2 as proposed by the Planning Board for the town zoning ordinance, by modifying Article 6.19 Mixed Use Neighborhood Development? The purpose of this amendment is to extend the provisions of the Mixed-Use Neighborhood District (MUND) to include the C2 Highway Commercial zoning district that includes a portion of Portsmouth Avenue between Green Hill Road and the Stratham town line and a portion of Epping Rd from just north of Brentwood Road to Industrial Drive. The MUND allows for mixed use development to occur at different scales. MUND uses a series of incentives to create a mix of housing units (including 10% affordable units) and neighborhood scale commercial uses. Design standards are included to ensure high quality development that is consistent with the scale and historic character of these neighborhoods. The amendment also modifies some existing language to incentivize the use of this innovative land use control. Recommended by the Planning Board 4-1.

1790 YES ●
649 NO ○

Article 4

Shall the Town vote to raise and appropriate the sum of seventeen million five hundred twenty two thousand and five hundred dollars (\$17,522,500) for the purpose of a "net zero" design, engineering and construction of a new police station and fire substation on Continental Drive including equipment, furnishings and related costs, and to authorize the issuance of not more than \$17,522,500 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other terms thereof; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project and to comply with all laws applicable to such project; and further to authorize the Select Board to take any other action or to pass any other vote relative thereto. Debt service to be paid from the general fund. (Estimated Tax Impact: assuming 20-year bond at 3.65% interest: .68/1,000, \$68/100,000 of assessed property value). Bond payments would begin approximately one year after issuance. (3/5 ballot vote required for approval.) Recommended by the Select Board 5-0.

1639 YES ●
945 NO ○

TURN BALLOT OVER AND CONTINUE VOTING

ARTICLES CONTINUED

Article 5

Shall the Town vote to raise and appropriate the sum of six million five hundred ten thousand and zero dollars (\$6,510,000) for the purpose of construction of water, sewer and drainage improvements in the School Street area, and to authorize the issuance of not more than \$6,510,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other terms thereof; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project and to comply with all laws applicable to such project; and further to authorize the Select Board to take any other action or to pass any other vote relative thereto. The Town anticipates receiving 35% debt forgiveness from NHDES to offset a portion of the sewer cost of this project. Debt service will be paid from the general fund, and notwithstanding the general obligation nature of the bonds or notes, it is anticipated that debt service will also be paid from the water fund, and sewer fund. (Estimated Tax Impact: assuming 15-year bond at 3.35% interest: \$.10/1,000, \$10/100,000 of assessed property value). Bond payments would begin approximately one year after issuance. (3/5 ballot vote required for approval.) Recommended by the Select Board 5-0.

1789
YES
NO
698

1492

Article 6

Shall the Town vote to raise and appropriate the sum of two hundred thirteen thousand and three hundred dollars (\$213,300) for the purpose of replacement of the Webster Avenue Sewer Pump Station, and to authorize the issuance of not more than \$213,300 of bonds or notes, in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other terms thereof; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project and to comply with all laws applicable to such project; and further to authorize the Select Board to take any other action or to pass any other vote relative thereto. Without impairing the general obligation nature of the bonds or notes, it is anticipated that debt service will be paid by the sewer fund. Bond payments would begin approximately one year after issuance. This appropriation is in addition to the \$5,700,000 in bonding authority approved by Article 3 of the 2022 Town Meeting. (3/5 ballot vote required for approval.) Recommended by the Select Board 5-0.

1914
YES
NO
529

1466

Article 7

Shall the Town vote to raise and appropriate the sum of five hundred thousand dollars (\$500,000) for the purpose of design and engineering of a new surface water treatment plant, and to authorize the issuance of not more than \$500,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other terms thereof; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project and to comply with all laws applicable to such project; and further to authorize the Select Board to take any other action or pass any other vote relative thereto. Without impairing the general obligation nature of the bonds or notes, it is anticipated that debt service will be paid from the water fund. Bond payments would begin approximately one year after issuance. (3/5 ballot vote required for approval.) Recommended by the Select Board 5-0.

1851
YES
NO
608

1476

Article 8

Shall the Town vote to authorize the expenditure of the unused portion of the bonds approved in 2011 for Great Dam Design and Water/Sewer Line Replacement; and in 2012 for Wastewater Treatment Facility Design and Jady Hill Utilities (totaling \$213,971) as follows: to raise and appropriate the sum of \$120,000 for the purchase of two Police vehicles per RSA 33:3-a, II. The remaining unused bond proceeds (\$93,971) to be applied to the principal payment on the Great Dam Removal bond issued in 2014. (Estimated Tax Impact: None). (3/5 ballot vote required for approval.) Recommended by the Select Board 5-0.

1923
YES
NO
545

1461

Article 9

Shall the Town vote to choose all other necessary Town Officers, Auditors or Committees for the ensuing year. BUDGET RECOMMENDATIONS COMMITTEE: Elizabeth Canada, Andrew Elliott, Enna Grazier, Amanda Kelly, Bob Kelly, James Darden Rives, Judy Rowan, Christine Soutter, Christopher Zigmont, Anthony Zwaan. FENCE VIEWER: Doug Eastman; MEASURER OF WOOD & BARK: Doug Eastman; WEIGHER: Jay Perkins

2100
YES
NO
233

Article 10

Shall the Town vote to raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$22,880,862. Should this article be defeated, the default budget shall be \$22,572,676, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. (Estimated Tax Impact: .29/1,000 assessed property value, \$29/100,000 assessed property value). (Majority vote required.) Recommended by the Select Board 5-0.

1692
YES
NO
754

Article 11

Shall the Town vote to raise and appropriate as a water operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$4,962,773. Should this article be defeated, the water default budget shall be \$4,828,764, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law. (Majority vote required.) Recommended by the Select Board 5-0.

1742
YES
NO
697

GO TO NEXT BALLOT AND CONTINUE VOTING



OFFICIAL BALLOT
ANNUAL TOWN ELECTION
EXETER, NEW HAMPSHIRE
MARCH 12, 2024

Andrea J. Kohler
TOWN CLERK

ARTICLES CONTINUED

Article 12

Shall the Town of Exeter raise and appropriate as a sewer operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$7,490,430. Should this article be defeated, the default budget shall be \$7,569,284, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law. (Majority vote required.) Recommended by the Select Board 5-0.

2013
YES [X]
NO []
465

Article 13

Shall the Town vote to raise and appropriate, through special warrant article, the sum of five hundred ninety-five thousand dollars (\$595,000), for the purpose of purchase and installation of a new Planet Playground including equipment, at the Town Recreation Park at 4 Hampton Road. Approximately \$297,500 of this appropriation will be funded by a Land Water Conservation Fund (LWCF) grant. The remaining sum to come from unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). The Select Board has designated this a special warrant article. (Majority vote required.) Recommended by the Select Board 5-0.

2024
YES [X]
NO []
514

Article 14

Shall the Town vote to authorize the Exeter Select Board to enter into a loan agreement of no more than \$100,000 through the New Hampshire Department of Environmental Services Clean Water State Revolving Loan Fund for the purpose of developing a replacement plan for Water Street stormwater infrastructure. The loan will provide up to \$100,000 principal forgiveness; therefore, no repayment of the loan will be required. (3/5 vote required.) Recommended by the Select Board 5-0.

2174
YES [X]
NO []
1502
329

Article 15

Shall the Town vote to raise and appropriate the sum of one hundred thousand dollars (\$100,000) to be added to the Sick Leave Expendable Trust Fund previously established. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.) Recommended by the Select Board 5-0.

1926
YES [X]
NO []
563

Article 16

Shall the Town vote to raise and appropriate the sum of seventy-five thousand dollars (\$75,000) to be added to the Parks Improvement Capital Reserve Fund previously established. (Estimated Tax Impact: .03/1,000 assessed property value, \$3.34/100,000 assessed property value). (Majority vote required.) Recommended by the Select Board 4-1.

1655
YES [X]
NO []
820

Article 17

Shall the Town vote to raise and appropriate the sum of fifty-thousand dollars (\$50,000) to be added to the Snow and Ice Deficit Non-Capital Reserve Fund previously established. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.) Recommended by the Select Board 5-0.

1964
YES [X]
NO []
535

Article 18

Shall the Town vote to raise and appropriate the sum of fifty thousand dollars (\$50,000) to be added to the ADA Capital Reserve Fund previously established. (Estimated Tax Impact: .02/1,000 assessed property value, 2.21\$/100,000 assessed property value). (Majority vote required.) Recommended by the Select Board 5-0.

1612
YES [X]
NO []
830

Article 19

Shall the Town vote to raise and appropriate the sum of three thousand five hundred dollars (\$3,500) to be added to the Swasey Parkway Expendable Trust Fund previously established. This sum to come from unassigned fund balance. This amount is equivalent to the amount of permit fees collected during 2023 for use of the Swasey Parkway. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.) Recommended by the Select Board 5-0.

2148
YES [X]
NO []
368

Article 20

Shall the Town vote, pursuant to RSA 35:9-a-II, to authorize the Trustees of Trust Funds to pay for Capital reserve fund investment services, and any other expenses incurred, from capital reserve funds income. Such authority shall remain in effect until rescinded by vote of the Town. No vote to rescind the authority shall occur within 5 years of the original adoption of this article. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.) Recommended by the Select Board 5-0.

1975
YES [X]
NO []
455

TURN BALLOT OVER AND CONTINUE VOTING

ARTICLES CONTINUED

Article 21

Shall the vote to establish a revolving fund pursuant to RSA 31:95-h, for the purpose of constructing and maintaining a solar array on the Cross Road Town Landfill. All revenues received for array operations from net metering credits, federal grants and aid, and REC (renewable energy credit) sales will be deposited into the fund, and the money in the fund shall be allowed to accumulate from year to year, and shall not be considered part of the town's general fund balance. The town treasurer shall have custody of all moneys in the fund, and shall pay out the same only upon order of the governing body and town manager, and no further approval is required by the legislative body to expend. Such funds may be expended only for the purpose for which the fund was created. (Majority vote required.) Recommended by the Select Board 5-0.

1974
YES
NO
472

Article 22

Shall the Town amend Article 20 of the 2011 Town Meeting by reducing the number of members of the Water/Sewer Advisory Committee from seven (7) members to five (5) members. Of the five members, two (2) members shall be members of the Select Board. Members of the Select Board shall be voting members of the Water/Sewer Advisory Committee. (Majority vote required.) Recommended by the Select Board 5-0.

1937
YES
NO
459

Article 23

Shall the Town vote to reduce the number of members of the Heritage Commission from seven (7) members to five (5) members. The composition of the Heritage Commission will include one (1) Select Board representative, one (1) Planning Board representative, one (1) Historic District Commission representative, and two (2) at large members appointed by the Select Board. The Heritage Commission will include three (3) alternate members appointed by the Select Board. (Majority vote required.) Recommended by the Select Board 5-0.

1958
YES
NO
430

Article 24 – Citizen's Petition – 'Rugg Property'

On petition of Tom Jelinek and others, to see if the voters in the Town of Exeter support the future purchase of approximately 47 acres of property owned by the Rugg family located north of Oaklands Town Forest and east of Wood Ridge Lane by the Town of Exeter for the purposes of expanding the town-owned Oakland Town Forest, and preserving open space, trails, public outdoor recreation, drinking water supplies, and wildlife habitat; to request that the Selectmen review the project, including evaluation of potential funding options such as bonds; and to advise and authorize the Selectmen to apply for, obtain, accept, and pass through any federal or state grants, loans, or private gifts, if any, which may be available for said acquisition, in collaboration with and facilitated by conservation organizations. (Majority vote required)

2222
YES
NO
340

Article 25

On petition of Donald Clement and others to see if the Town will vote to make the Swasey Parkway a one-way road northbound in its entirety for motorized vehicular traffic and raise and appropriate the sum of \$2500 to construct speed bumps and maintain the road. (Majority vote required.) Not Recommended by the Select Board 0-5.

857
YES
NO
1604

YOU HAVE NOW COMPLETED VOTING THIS BALLOT

Tax Abatements, Veterans Credits & Exemptions

Permits & 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: David Tovey, Assistant Director of Parks and Recreation
RE: Neptune Radio Service
DATE: 04/15/2024

Daniel R. Healy Memorial Pool is a popular destination for families who travel far and wide. To enhance their experience at the pool, Exeter Parks & Recreation would like to enter into a one-year contract with Neptune Radio to ensure family-friendly music and customized, professionally recorded messages that we control. This service allows us to sell ads/sponsorship to recoup our expenses from year to year. During our research into this service, it was determined that the town does not carry the music licenses for all 4 major licensing agencies (ASCAP, Global Music Rights, SESEC and BMI). The town does hold a license from ASCAP; Neptune also covers ASCAP and Global Music Rights licenses. Attached to this memo is the contract from Neptune Radio, as well as music performance licenses contracts for municipalities from BMI and SESAC. Signing contacts with Neptune, BMI and SESAC ensures compliance with music licensing requirements and a family-friendly experience that will boost the local economy.

What is Neptune Radio? Neptune Radio is a background music station that is created specifically for our facility. This service would ensure 100% lyric-safe music from a wide variety of genres that we control, custom-branded messages that are professionally recorded, DJ messages and “stingers” that make our station sound like a live radio platform. Neptune allows us to play custom reminders and updates on operating hours, upcoming events and closures due to inclement weather. The Parks & Recreation Department receives 100% of the revenue generated from ads on our station, we will follow the town’s Sponsorship Policy in regards to businesses advertisements.

Below is a breakdown of fees for a one-year contract with Neptune Radio. We have also included additional fees that have been determined by EPRD and the town’s IT department.

- One-time set-up fee: \$375
- Annual Price for tier 1: \$1,200
- Equipment: \$1,003 (speakers, amplifier, speaker wire, surge protector)
- 2024 Music Licenses: \$773.92 (SESAC & BMI) Neptune covers ASCAP & Global Music Rights

Respectfully Yours,
David Tovey
Assistant Director
Exeter Parks and Recreation

A RADIO STATION CUSTOMIZED *FOR YOU*



903-630-7487
info@neptunenow.com
neptunenow.com



What is *Neptune Radio?*

Neptune Radio is a background music station that has been created specifically for your business, venue, or location.

Key Features Designed to Give You **Peace of Mind**

- 42,000+ lyric-safe songs across dozens of genres
- New songs screened and added weekly
- Customize music mix by time of day and/or day of week
- Professionally recorded messages customized by you
- Sell ad sponsorships and generate revenue
- All content downloaded to the media player - No Wi-Fi needed for playback
- 24/7 technical support by dedicated Partner Success Team

Music You Can 100% Trust To Be Appropriate

At the heart of **Neptune Radio** is our music library of over 40,000 songs, with new songs screened and added weekly. Every song in our library has to meet our strict set of screening criteria:

- **NO** profanity or slurs of any kind
- **NO** radio edits that bleep out offensive language
- **NO** lyrics that are degrading or disrespectful to any group of individuals
- **NO** lyrics that encourage and/or glorify drugs, alcohol, sex, or guns
- **NO** lyrics that promote and/or glorify violence of any kind
- **NO** lyrics that encourage illegal activity of any kind

The Screen Team

At **CMC Neptune** we don't use algorithms or automation to screen our music. Every song in our library is screened by at least **THREE** people who listen to the words and research the meaning of the lyrics. Only songs that pass our Screen Team make it into our library.

**For information regarding music licensing, please see the addendum at the end of this proposal.*

Professionally Recorded Messages You Control

Neptune Radio creates professionally recorded custom messages specific to your business or venue. This feature gives your station a unique professional sound that your guests and employees are sure to love.

Long-Running Messages: These are messages that run year-round or throughout an entire season. They typically include information like operating hours, key products and services you provide, season passes, party packages, classes, etc.

Event-Specific Messages: These are date-specific or event-driven messages that run for a short time. Examples include special sales or promotions, upcoming events, extended or shortened holiday hours, etc.

Also included in this category are timed announcements such as announcing your establishment will be closing soon.

Stingers: These are short (5-7 seconds) but powerful branding elements that mention the name of your business or venue between song sets or messages, and give your station a “real radio” sound.

Open A New Revenue Stream By Selling Ads on Your Radio Station

Whether you are looking for new ways to raise money or to plus-up existing sponsorship packages, **Neptune Radio** gives you a unique advantage: two ways to sell commercial ads on your radio station.

You sell directly to local sponsors and keep 100% of the money

If you're new to selling sponsorships, we've got you covered with our **Revenue Development Team**. They will provide you with a customized toolkit featuring sponsor proposals, suggested target industries, and pricing recommendations based on their experience working with all types of businesses and organizations.

"On Air" Ads

Each of your sponsors receives ONE ad to be played every other hour for as long as your station is running each day. The number of sponsors that can be sold is dependent on your subscription level:

- *Level 1 = Up to 4 Sponsors*
- *Level 2 = Up to 8 Sponsors*
- *Level 3 = Up to 12 Sponsors*

Commercial Production

Our commercial production team will work directly with each of your sponsors to create and produce a 30-second ad for airing on your station. If they already have a produced 30-second spot, we can use that, as long as it meets our criteria for content appropriateness.

Many **Neptune Radio** partners not only cover the cost of their station but also generate a nice profit through sponsorship packages.



the neptune network

We Do The Work, You Make Money!

The second way you can generate additional revenue for your business or operation is to participate in **The Neptune Network**. This is where we sell advertising on your Neptune Radio station to regional and national advertisers and share the revenue with you.

Our entire network reaches over 150 million listeners a year, and that - along with the fact you have a very attractive target audience - makes your station of great interest to advertisers.

Participation in **The Neptune Network** is optional. However, if you do not specifically opt out of participation, we will assume you wish to participate and place your station on the network. For any ad revenue collected on your behalf, we subtract a 20% administrative fee and split the remainder with you.

You can maximize your revenue potential by selling local sponsorships directly and participating in **The Neptune Network**. In this case, you have the option of excluding certain categories for which you have sold local sponsorships.



Advertisements sold on **The Neptune Network** will automatically be placed on your station, so no work is required on your part.

How It All Works

Neptune Media Player

The **Neptune Media Player** is designed to be easily downloaded to your computer or laptop that can be connected to your existing sound system. An internet connection is needed to download content and software updates on a regular basis (at least every 72 hours) but is **NOT** needed for playback. That is because all of your content – music, messages, and ads – are downloaded onto your station so that you don't have to worry about slow connections or buffering problems during playback.

For proper operation, your computer or laptop will need a minimum 256GB hard drive with at least 100GB of free space. Additional specifications can be found in the Terms and Conditions section of this proposal.

Radio Mode is where you will operate your station the vast majority of the time. Based on your operating hours, the station will start and stop playing automatically with no other work required on your part.

On-Demand Mode is available when you need to make special announcements, such as weather emergencies, or if you have a custom-built playlist you want to play for a special event.

Voyager

Voyager is the online dashboard where you control your radio station. It's where you will input your operating hours, select your music mixes, and submit message or sponsor requests.

Unparalleled Partner Support That is Always Available

As a **Neptune Radio** partner, you will have a dedicated Partner Success Manager to not only get you up and running but also to help anytime you have a question or need assistance. They will be available by phone, chat, or email during regular business hours (8 am to 5 pm Central).

Outside of regular business hours, a member of the Partner Success Team - not a call center - is always on call to assist with any technical help, 24/7. So no matter what time of day or day of the week, you always have help when you need it.



Partner Quotes

"Neptune always provides professional service and answers all my questions in a timely manner. Great company to work with, and one we will continue to work with."
Felicia Proch, Flight Zone

"Thank you for always being so helpful!"
Debbie Minick, Summer Waves Water Park

"Very prompt, answered my call on a Saturday to help out, when it was very much needed! Resolved my problem completely"
Jennifer Lainhart, Mylan Park

"The service rep offered me top-notch customer service and explained everything in detail. A+"
Andre Walker, City of Pearland

Pricing

Neptune Radio offers three levels of pricing, to meet your specific business needs. Regardless of the pricing option you choose, there is a one-time \$375 initial setup fee which covers the use of the **Neptune Radio** software and for the content development for your custom **Neptune Radio** station.

	Levels		
	1	2	3
Access to Family-Friendly Music Library	✓	✓	✓
Create Customized Playlists	✓	✓	✓
Customized Stingers	✓	✓	✓
Customized Event-Specific Messages	✓	✓	✓
In-Player Music Control	✓	✓	✓
Special Music Requests	✓	✓	✓
Local Sponsorships Available	4	8	12
Custom Long-Running Messages	unlimited		
Long-Running Message Voices	1	3	3
Annual Prices for First System	\$1,200	\$1,800	\$2,400
Each Additional System	\$1,200		
One-Time Set-Up Fee	\$375		

Terms and Conditions

The following Terms and Conditions for **Neptune Radio** are effective as of December 1, 2023. Terms and Conditions are subject to change, and should that occur, you will be notified immediately. If you have any questions about these Terms and Conditions, please contact your Product Representative or our Business Office.

Payment of your invoice and/or continued use of service constitutes acceptance of these Terms and Conditions.

01 Service Agreement

Annual service subscriptions are for a one-year period, beginning on the date your first station is downloaded. Full-year payment is due in advance. In order for work to begin on your station, we must receive either full payment or a valid Purchase Order.

02 Renewals

Renewal invoices are sent out well in advance of your subscription anniversary date. Payment of renewal invoices constitutes a commitment to continue your service for another year. If you do not wish to renew your service, simply respond to the renewal invoice indicating so.

03 Refund Policy

We believe you are going to love your **Neptune Radio** service. However, if for any reason in the first 30 days of use (starting on the date of your first station download) you wish to cancel your service, you may do so. You will receive a full refund of the annual subscription price, less the initial \$375 setup fee.

Please note that past the 30-day initial trial period in year one or at any time in subsequent years, payment of your invoice constitutes a commitment to a full year of service, and refunds will not be provided.

04 Late Payment

Your account is considered delinquent if not paid within 30 days of the invoice due date. At that time, the account will be suspended. After 60 days past the due date, the account will be closed.

Terms and Conditions *cont.* 

05 **Station(s) Delivery**

Neptune Radio stations are designed to be downloaded onto a laptop or computer

The minimum hardware requirements for optimal station performance are:

- 256 GB hard drive or larger with at least 100 GB of free space
- 4GB memory
- High-quality sound card
- Windows OS: 64-bit version of Windows 7 or newer
- MacOS: Version 10.11 (El Capitan) or newer

06 **Commercial Production**

For each sponsor procured by your school for advertising on your **Neptune Radio** station, we will provide commercial copywriting and production for ONE ad per sponsor per school year.

07 **The Neptune Network**

Participation in **The Neptune Network** is entirely optional. If you opt-in to participate in The Neptune Network, we will sell a certain number of ad spots to regional and national advertisers on your behalf. Your business will receive 40% of the ad revenue collected by **The Neptune Network** for commercials run on your stations.

All advertisers must meet our criteria for family-friendly content. In addition, your business or venue will have the right to block select advertisers if you have sold local sponsorships in a competing category.

Music Licensing Addendum

Any business or organization that plays music - be it radio streaming service, or personal player - is subjected to music licensing fees under US and international law.

CMC Neptune is a licensed background music supplier with ASCAP, Global Music Rights, SESAC, and BMI. As such, in many situations we are able to cover the music licensing fees required by one or more of these agencies.

However, licensing requirements vary greatly by industry type and by each of the four major agencies (ASCAP, Global Music Rights, SESAC, and BMI). In addition, the four major agencies make periodic adjustments that impact coverage, or lack thereof, under the various music licenses. Therefore, it is critical that any business or organization stay fully informed of their obligations under U.S. and international music licensing laws.

If you are unsure of what music licenses are required to be maintained directly by your business or organization (i.e. those that are not covered by **CMC Neptune**) please contact your product representative so that we can assist you in making the determination.



Terms *and* Conditions

The following Terms and Conditions for **Neptune Radio** are effective as of December 1, 2023. Terms and Conditions are subject to change, and should that occur, you will be notified immediately. If you have any questions about these Terms and Conditions, please contact your Product Representative or our Business Office.

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Please note that past the 30-day initial trial period in year one or at any time in subsequent years, payment of your invoice constitutes a commitment to a full year of service, and refunds will not be provided.

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- 4GB memory
- High-quality sound card
- Windows OS: 64-bit version of Windows 7 or newer
- MacOS: Version 10.11 (El Capitan) or newer

06 **Commercial Production**

For each sponsor procured by your school for advertising on your **Neptune GameTime** station, we will provide commercial copywriting and production for ONE ad per sponsor per school year.

07 **The Neptune Network**

Participation in **The Neptune Network** is entirely optional. If you opt-in to participate in The Neptune Network, we will sell a certain number of ad spots to regional and national advertisers on your behalf. As long as you run the ads at your sporting events as agreed, your school will receive 40% of the ad revenue collected by **The Neptune Network** for commercials run at your events. All advertisers must meet our criteria for family-friendly content. In addition, your school will have the right to block select advertisers if you have sold local sponsorships in a competing category.

SESAC MUSIC PERFORMANCE LICENSE FOR MUNICIPALITIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
Town of Exeter			("LICENSEE")
<i>(Municipality Name)</i>			
Billing Information			
10 Front Street	Exeter	NH	03833
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
603-773-6151		dtovey@exeternh.gov	
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

Those locations within the municipality for which the above supplied information applies (the "Municipality") which are owned, operated or leased by LICENSEE and used as governmental offices or which are otherwise under LICENSEE's sole control; and other locations within the Municipality while events under LICENSEE's sole control are occurring at such locations, are referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of June 1, 2024 (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises and (ii) via a music-on-hold system operated by LICENSEE in connection with the Municipality.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical and dramatic works in a dramatic setting).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Concerts, other than those promoted solely by LICENSEE ("Concerts" are those performances by an entertainer or entertainment group where the primary focus is the performance of music).
- G. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made by and/or on the premises of colleges and/or universities.
- H. The rights granted pursuant to Paragraph 1 exclude the right to publicly perform the Compositions during political campaign events and/or events organized by political organizations.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days' notice to LICENSEE by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. If any part of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which any action has been threatened, instituted or a claim made that SESAC does not have the right to license the performance rights in such Composition (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule "A" to the SESAC Music Performance License for Municipalities

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated using the Fee Schedule (the current version of which is set forth below), and the most recently submitted License Fee Report.

2024 Fee Schedule

<u>"Population"</u>	<u>License Fee for calendar year 2024</u>
25,000 or less	\$ 581
25,001 - 50,000	\$ 1,159
50,001 - 100,000	\$ 1,888
100,001 - 150,000	\$ 2,749
150,001 - 250,000	\$ 3,761
250,001 - 500,000	\$ 4,916
500,001 And over	\$6,222 + \$581 for each additional 100,000 population

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a completed license fee report in the form attached hereto as Schedule "B" (each, a "License Fee Report"), which is incorporated herein. Said initial License Fee Report shall set forth the Population of the Municipality as of the Effective Date.

B. On or before each October 1 during the Term following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the Population of the Municipality as of the preceding September 1; provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same Population as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. DEFINITIONS.

"Population" means the total population of the municipality as of the most recent United States Census.

5. **CERTIFICATION.** LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

**Schedule "B" to the SESAC Music Performance License for Municipalities
License Fee Report Form**

A.	Municipality Name	Town of Exeter
B.	Municipality Population	10,202
C.	Information Applicable as of	2023

GENERAL DISCLOSURE STATEMENT

This is notice that, in compliance with state music licensing statutes, SESAC LLC ("SESAC") is required to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay license fees to SESAC.

- (1) The performing rights license agreement you have been offered by SESAC contains a schedule of the rates and terms of license fees under the contract, and upon your request amounts and terms of any discounts offered to proprietors of comparable businesses in your area. Be advised that the rates and terms of SESAC's performance rights license are contained within the body of the license and the fee schedule attached thereto and made a part thereof.
- (2) SESAC has a toll-free telephone number 800-826-9996, from which you may obtain answers to inquiries concerning SESAC's repertory.
- (3) You may obtain, upon written request, and at your sole expense, the most current available list of SESAC affiliated writers and publishers and/or those copyrighted musical works in SESAC's repertory.
 - a. SESAC's repertory and list of affiliates may also be accessed and/or downloaded free of charge at www.sesac.com.
 - b. SESAC's electronic address is customerservice@sesac.com. Any request for the most current list of SESAC's repertory or affiliates should be addressed to SESAC LLC, 35 Music Square East, Nashville, TN 37203; Attention: Licensing Department. If you request a printed copy, you will be charged the actual cost of the copy which will be communicated to you in advance.
- (4) SESAC complies with all federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of license fees and the circumstances under which licenses for rights for public performances are offered to any proprietor.
- (5) This is notice that you are entitled to the information as provided herein, and that failure of SESAC to provide this information is unlawful and you may be entitled to bring an action against SESAC or assert a counterclaim in an action brought by SESAC.

STATE SPECIFIC DISCLOSURES

- (1) **Alaska** (AS § 45.45.500): The most current list of SESAC's affiliates and the works in SESAC's repertory is additionally available through the Cabaret Hotel and Restaurant Retail Association.
- (2) **Arkansas** (Ark. Code § 4-76-103): See General Disclosure Statement.
- (3) **California** (CA Bus. & Prof. Code § 21750): See General Disclosure Statement.
- (4) **Colorado** (C.R.S. § 6-13-102 et seq):
 - a. SESAC shall publish and file with the secretary of state its form contracts and a schedule of fees it charges a proprietor to license music for public performance. A link to the schedule shall be filed with the secretary of state, who publishes the link.
 - b. Upon request from the secretary of state, SESAC shall provide information concerning a proprietor's rights and duties for public performances. The secretary of state must post the information on the secretary's website.
 - c. SESAC shall publish a catalog of musical works the society licenses. A link to the catalog shall be filed with the secretary of state, who publishes the link.
 - d. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC's performance rights contract.
- (5) **Florida** (FL Stat. § 501.93):
 - a. A copy of each form of contract or agreement offered by SESAC to a proprietor in this state shall be made available upon request of any proprietor.
 - b. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC's performance rights contract.
- (6) **Idaho** (ID Code § 48-1303): See General Disclosure Statement.
- (7) **Illinois** (815 ILCS 637/10): See General Disclosure Statement.
- (8) **Indiana** (IC 32-37-3): See General Disclosure Statement.
- (9) **Iowa** (IA Code § 549.3): See General Disclosure Statement.

- (10) **Kansas** (KS Stat. § 57-222): See General Disclosure Statement.
- (11) **Maryland** (MD Comm. L. Code § 11-1402): See General Disclosure Statement.
- (12) **Michigan** (MI Comp. L. § 445.2104):
- a. Upon request, a schedule of the rates and terms of license fees under contracts offered to proprietors of comparable businesses in Michigan within the past 12 months can be made available.
 - b. There are exemptions that may exclude you from liability under the copyright laws. The United States Copyright Act is set forth at 17 U.S.C. §§ 101 et. seq. Exemptions under that Act are set forth at 17 U.S.C. §§ 105 - 110. Please contact your attorney for advice as to the applicability of any exemptions to your premises.
- (13) **Minnesota** (MN Stat. § 325E.51): See General Disclosure Statement.
- (14) **Missouri** (MO Rev. Stat. § 436.155): SESAC shall file a printed listing of works licensed by SESAC with the attorney general, and provide or make available, upon request, a listing on suitable electronic media to bona fide trade associations representing groups of proprietors. A list shall be provided to the proprietor by electronic or other means, solely at the proprietor's expense.
- (15) **Nebraska** (NB Rev. Stat. § 59-1403.02(1)(b)): An electronic copy of each form of contract or agreement offered by SESAC to any proprietor in this state shall be made available upon request of any proprietor.
- (16) **New Jersey** (NJ Rev. Stat. § 56:3A-3):
- a. SESAC shall make available in electronic form on the largest nonproprietary cooperative public computer network a current list of not less than the titles of the performed copyrighted musical works for which SESAC collects license fees on behalf of copyright owners and shall update the list at least weekly and shall provide the electronic address to the Secretary of State.
 - b. Upon request, any person may view the list in electronic form through the Office of the Secretary of State.
- (17) **New York** (NY Arts & Cult. Aff. L. § 31.04): See General Disclosure Statement.
- (18) **North Dakota** (ND Cent. Code § 47-21.2-02): See General Disclosure Statement.
- (19) **Oklahoma** (15 OK Stat. § 15-790): SESAC shall give annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to a schedule or the rates and terms of license fees under the contract.
- (20) **Oregon** (OR Rev. Stat. § 647.700): See General Disclosure Statement.
- (21) **Texas** (TX OCC § 2102.0003): See General Disclosure Statement.
- (22) **Utah** (UT Code § 13-10a-4): See General Disclosure Statement.
- (23) **Virginia** (VA Code § 59.1-461): SESAC shall file with the State Corporation Commission a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC will make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (24) **Washington** (WA Rev. Code § 19.370.070): See General Disclosure Statement.
- (25) **West Virginia** (WV Code § 47-2A-3): SESAC shall, at least annually, provide notice of the license fee rate and the means of its computation to proprietor. The notice shall be satisfied if the copyright owner or SESAC publishes the required information in a Class II-0 legal advertisement in a qualified newspaper published in this state with a bona fide circulation of forty thousand or more, or if the copyright owner or SESAC files copies of its license agreements containing the information required under subsection (a) of this section with the secretary of state's office.
- (26) **Wisconsin** (WI Stat. § 100.206):
- a. Upon written request, and at your sole expense, SESAC shall make the most current list of affiliates and repertory filed with the Wisconsin Department of Agriculture, Trade, and Consumer Protection available.
 - b. SESAC shall file with the Wisconsin Department of Agriculture, Trade and Consumer Protection a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC shall make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (27) **Wyoming** (WY Stat. § 40-13-302): See General Disclosure Statement.



Music License for Local Government Entity

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.

(c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

4. LATE PAYMENT AND SERVICE CHARGES

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

(a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,

(i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and

based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.

(ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.

(iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2024 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A				
Population	LICENSEE's Population		Base License Fee	Schedule A Fee
	1	- 50,000	\$435.00	
	50,001	- 75,000	\$866.00	
	75,001	- 100,000	\$1041.00	
	100,001	- 125,000	\$1,388.00	
	125,001	- 150,000	\$1,735.00	
	150,001	- 200,000	\$2,256.00	
	200,001	- 250,000	\$2,773.00	
(Enter Population here)	250,001	- 300,000	\$3,300.00	
	300,001	- 350,000	\$3,817.00	
	350,001	- 400,000	\$4,341.00	
	400,001	- 450,000	\$4,857.00	
	450,001	- 500,000	\$5,380.00	
	500,001	- plus	\$6,592.00 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$86,732.00	
			SCHEDULE A FEE	

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue.	
<ul style="list-style-type: none"> ▪ "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000. ▪ "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 	

SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>
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SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
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The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be **\$435.00**. No Special Events fee applies to LICENSEES qualifying under this schedule.

SCHEDULE C FEE	
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13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event (as defined above);
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2024 AND THEREAFTER

For each calendar year commencing 2025, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U)) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing the first day of (month/year) _____, which shall be considered the effective date of this Agreement and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

AGREEMENT

This Agreement, made at New York, N.Y. on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a State of Delaware corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

<p><u>LEGAL NAME</u></p> <p><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></p> <p><u>TRADE NAME</u></p> <p><i>(Doing business under the name of)</i></p> <p><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></p> <p>Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <i>(If Partnership)</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <i>(City/State)</i></p>	<p><u>LICENSED PREMISES</u></p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Phone) (Phone 2)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Email Address) (Web Address)</i></p> <p><u>MAILING ADDRESS</u> <i>(If different from Licensed Premises)</i></p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Contact Phone) (Contact Phone 2)</i></p> <p><i>(Email Address - if different from above)</i></p>						
<p>TO BE COMPLETED BY LICENSEE</p> <p>By signing this Agreement, you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein.</p> <p>Signature _____</p> <p>Print Name / Title _____</p> <p>Signatory Email Address _____ <i>(If different from above)</i></p> <p>Please Sign & Return this <u>Entire</u> License Agreement & Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203 Or online at www.bmi.com/licensing</p>	<p>FOR ADMINISTRATIVE USE ONLY</p> <p>TO BE COMPLETED BY BMI</p> <p>BROADCAST MUSIC INC.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; text-align:center;">FOR BMI USE ONLY</td> <td style="width:33%; text-align:center;">LGE1</td> <td style="width:33%; text-align:center;">LI-2023/DEC</td> </tr> <tr> <td colspan="3" style="text-align:center; padding-top: 10px;">Customer Number</td> </tr> </table>	FOR BMI USE ONLY	LGE1	LI-2023/DEC	Customer Number		
FOR BMI USE ONLY	LGE1	LI-2023/DEC					
Customer Number							



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: Memorial pool name modification
DATE: 04/15/2024

The department has been working with volunteers and Natalie Healy over the winter to clean up the Daniel R Healy memorial located at the Recreation Park, 4 Hampton Rd. During this process, Natalie requested that the pool name be modified or shortened. Natalie explained that Dan was a Danny, not a Daniel. She often hosts former military personnel who knew Dan, and they all joke around about the formal name. She understands that Danny is a bit informal, so Dan would be a good compromise in modifying the name.

The department has budgeted to replace the current sign, which has started to fail. We will be replacing the sign and would like to modify the pool's name to, 'Dan Healy Memorial Pool' to better reflect Danny and respect the wishes of his mother.

Respectfully Yours,

Greg Bisson,

Director

Exeter Parks and Recreation

Town Manager's Report

Select Board Committee Reports

Correspondence



Fwd: Food Trucks - dilution

1 message

Anne Kenny <amkennyart@comcast.net>

Sun, Mar 24, 2024 at 6:40 PM

To: mcowan@exeternh.gov, jgilman@exeternh.gov, Nancy Belanger <nbelanger@exeternh.gov>, dchartrand@exeternh.gov, Niko Papakonstantis <npapakonstantis@exeternh.gov>, Pam McElroy <pmcelroy@exeternh.gov>, mroy@exeternh.gov

Please read below the email I sent to "Select Board" . Thank you.

Anne Kenny
3 Walnut St.

Sent from my iPhone

Anne Marie Kenny
603-867-3988
Owner | Artist Industrial Quilts™
amkennyart@comcast.net
www.industrialquilts.com
Instagram | Facebook | YouTube
[@industrialquilts](#) [@anne.kenny.1257](#)

Begin forwarded message:

From: Anne Kenny <amkennyart@comcast.net>
Date: March 24, 2024 at 6:35:36 PM EDT
To: selectboard@exeternh.gov
Cc: Russ Dean <rdean@exeternh.gov>, Anne Kenny <amkennyart@comcast.net>
Subject: Food Trucks - dilution

Dear Select Board,

I wanted to offer some additional opinions on the Food Truck initiative and discussion going on in Exeter. My concern is with diluting the food-meal market in Exeter by having multiple food trucks competing with area restaurants. Often times, dilution creates no one having enough customers to support their business because of so many options/businesses. Everyone loses potentially. Maybe food trucks should be limited to special events when there is a population surge in Exeter. For example, at the festival and music events. Restaurants offer take out as well as dine in options. Food trucks compete with their business. The small brick and mortar restaurants in town are embedded in our community, pay rent, property owners pay taxes, restaurant employees are often from our community. If you dilute the market for food-meals you may end up with many businesses unable to financially keep their business. It is an extremely competitive business.

An example of dilution is if we allowed several booksellers in town, mobile book shops, how would we support all of them. Isn't it better to focus on our community businesses that invest in Exeter? Would it be more forward thinking to have food trucks limited to special events? In the case of Clyde's Cupcakes, he was part of our community for over 10 years. We helped him and others in our community through Covid. He has contributed to our community. Cupcakes are not a competitor to businesses downtown in my opinion but, diner food-meal trucks are. Clyde's long van is not obtrusive. It is safe in a parking spot.

Has there been a study to evaluate the population (and visitors) in Exeter to support several food trucks when you add in all the restaurants we currently have that we want to support? Have we jumped too far ahead? This is an opportune time to reevaluate the food truck initiative in Exeter. Food-meal trucks limited to special events seems to be an option to discuss.

And, I note, other businesses in town may be concerned with permit businesses able to pop up around town competing with their business, after their years of work and marketing that has brought visitors to Exeter. Community is a priority in this conversation. Keeping that independent owned business spirit is what makes Exeter special. Who we choose to be here and support is a discussion to have. Please involve business owners in the discussions, many of them are residents. This may be a bigger decision than you think. It impacts a wider field than just food.

Thank you,

Anne

Anne Kenny
[3 Walnut St.](#)
[Exeter, NH 03833](#)

Anne Marie Kenny
amkennyart@comcast.net
603.867.3988

Owner | Artist Industrial Quilts™
www.industrialquilts.com

Facebook | Instagram | YouTube



Town Manager's Office

MAR 25 2024

Received

THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936
111 Portsmouth Avenue
Exeter, New Hampshire 03833
(603) 772-7468
www.exetersportsmansclub.com

March 21, 2024

Exeter Select Board
C/O Town Manager Russ Dean
10 Front Street
Exeter NH 03833

Subject: Annual Report to Exeter Select Board for 2023-2024

Dear Honorable Select Board:

In accordance with the requirements presented in Paragraph 13 of the Lease Agreement between the Town of Exeter and the Exeter Sportsman's Club, Inc. (ESC), please find below our Annual Report for our fiscal year April 01, 2023 thru March 31, 2024

Town of Exeter Residency

- General Membership: 24.4% of our members are residents of the town of Exeter NH. This fulfills the requirement of our lease that at least 20% of members be residents of Exeter.
- Board of Directors: Of our 15 Board of Directors, 5 are residents of the town of Exeter NH. This fulfills the requirement of our lease that at least 2 members of our Board of Directors be residents of Exeter.

Activities of Civic Benefit

This past years Fishing Derby was a big success for youth and elderly grandparents in May of 2023. We pre-registered 160 children for this event and 123 participate which represented 77% of those registered. We then had 35 Register the day of which represented 28% of those registered. We always accommodate walk-ins. We pay all costs associated with this event and never charge registrants.

ESC continued to provide free membership to members of the armed forces who are on active duty. Some members of the United State Coast Guard (USCG) continue to use the range to hone their shooting skills.

Established March 23, 1878 Oldest Trap Shooting Club in the USA Affiliated with the NRA and GO-NH



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ESC continues to provide complimentary shooting rights at any time during range operating hours, to all members of the Exeter and Stratham Police Departments so they can sharpen their shooting skills and qualify, whenever they feel it is necessary. This is in addition to the time required under the provisions of the current lease agreement for the Exeter Police Department. The Exeter Police Department regularly utilizes our range for qualifications of their members. The Exeter Police Department and Stratham Police Departments enjoy the use of our facility and the fact that there aren't many ranges left to utilize and hone their skills in the region.

Safety & Firearms Training

Two Hunter Education classes were conducted in 2023, graduating 48 students who qualified for different disciplines in both archery and firearms licenses under new NHFG guidelines. 3 offerings (all one-day Field Classes for on-line Hunter Ed program) were also conducted. According to the New Hampshire Fish and Game (NHFG) reports, a steep decline in firearm accidents as a result of the emphasis on firearm safety in the Hunter Education Program. Hunting has become one of the safest activities in America.

- ESC provided NRA certified training in Basic Pistol, Basic Rifle, Personal Protection in the Home (PPIH) and Personal Protection Outside the Home (PPOH) to a total 10 students. All of these programs place heavy emphasize on firearm safety including and not limited to our new member orientation.
- ESC continues to provide NRA certified training officers and/or NRA certified range safety officers to youth groups (CAP, BSA, 4H, etc.) seeking firearms qualifications.
- ESC reconfigured archery range in 2021 to reflect official archery guidelines.
- Held first archery course, introduction to archery, in response from membership and others. The archery program was expanded in 2022 noting the demand for the program. We had five (6) classes and 21 students in 2023 for this program.
- Installed improved camera system on all ranges and common areas for safety and security monitoring
- Surveyed existing perimeter safety fence (property lines) and repaired damaged sections and signage.
- Rebuilt a small portion of the main backstop that had been damaged (wear and tear with weather) to maintain safety standards.



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Youth Programs

- The ESC continue to have a vibrant Civil Air Patrol (CAP) youth program. Unfortunately this program was suspended in 2020, 2021, 2022 and 2023 due to Covid-19. We await what 2024 will bring us.

We usually assist several Boy Scouts in completing their Rifle merit badge requirements. As NRA certified instructors we are authorized by the Boy Scouts of America (BSA) to "sign off" on the requirements for that badge. Unfortunately this program was suspended due to Covid-19.

ESC has expanded our new member orientation to two full hours with special emphasis on new members being "range safe". All new members are interviewed to determine their shooting experience and those judged to be lacking are assigned a mentor to improve their safety skills.

All new members are required to have a background check by the New Hampshire State Police or be a holder of a valid NH concealed carry permit which results in the same background check being performed when the permit was issued. This procedure insures that our members are properly vetted, and entitled to use the range exercising their 2nd amendment rights when vetted.

We are up to date on our environmental plan including policy review and actions. Soil pH readings were taken at designated locations in accordance with our plan (annually) and we apply Ag Lime to correct pH levels in needed areas when necessary to bring them back to neutral.

Collectively, all of the ESC programs (NRA Certified Programs, Hunter Education, Youth, New Member Orientations, etc.) trained in excess of 156 individuals in the safe handling and storage of firearms and archery equipment last year.

The ESC strives to exceed in safety/education requirements in order to prevent injuries to our members and guests while participating in this great sport which is enjoyed by many Exeter residents whom are members and their guests.



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We hope that this year will bring back some normalcy to our lives from Covid-19.

If you have any questions regarding this report please feel free to contact me directly.

Timothy D. Copeland
President Exeter Sportsman's Club
603-580-1998 home



Arbor Day Foundation®

211 N. 12th Street • Lincoln, NE 68508 • 888-448-7337 • arborday.org

We inspire people to plant, nurture, and celebrate trees.

Russ Dean
10 Front St
Exeter, NH 03833

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Exeter on earning recognition as a 2023 Tree City USA and receiving a Growth Award. Thank you for taking pride in your community by planting, nurturing, and celebrating trees.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Exeter is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

With the additional recognition of a Growth Award, your community has demonstrated an outstanding commitment to sustainable urban forest management.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Exeter has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Exeter. Thank you, again, for your efforts.

Best Regards,

Dan Lambe
Arbor Day Foundation Chief Executive

Town Manager's Office

APR 12 2024

Received



FOR IMMEDIATE RELEASE

Contact:

Jasmine Putney
Arbor Day Foundation
402-216-9307
jputney@arborday.org

Arbor Day Foundation Names Exeter a 2023 Tree City USA®

LINCOLN, Nebraska (4/3/2024) – Exeter was named a 2023 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

The community also received a Tree City USA Growth Award for demonstrating environmental improvement and an outstanding level of tree care.

Exeter achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by Exeter are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Exeter is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at arborday.org.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Select Board
Town of Exeter, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Exeter, New Hampshire (the Town), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated March 20, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

Andover, MA
March 20, 2024



Pam McElroy <pmcelroy@exeternh.gov>

Bulletin #15: EPA Issues PFAS Regs, Sanctuary City Bill, and Other Updates

1 message

NHMA Government Affairs <governmentaffairs@nhmunicipal.org>
To: Pam McElroy <pmcelroy@exeternh.gov>

Fri, Apr 12, 2024 at 1:30 PM

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 15

2024 Session

April 12, 2024



[Live Bill Tracker](#)

EPA Issues PFAS MCLs

On Tuesday, the U.S. Environmental Protection Agency (EPA) [released](#) the long-awaited PFAS Maximum Contaminant Levels (MCLs) in drinking water for six PFAS compounds. (Four of those PFAS compounds are [already regulated](#) in New Hampshire’s public drinking water.) Public water systems have until 2029 to implement solutions that reduce the EPA regulated PFAS compounds if monitoring shows that drinking water levels exceed those MCLs. The EPA regulated amounts are as follows:

Compound	Final MCL (enforceable levels)
PFOA	4.0 parts per trillion (ppt) (also expressed as ng/L)
PFOS	4.0 ppt
PFHxS	10 ppt
PFNA	10 ppt
HFPO-DA (commonly known as GenX Chemicals)	10 ppt
Mixtures containing two or more of PFHxS, PFNA, HFPO-DA, and PFBS	1 (unitless) Hazard Index

The final EPA MCL levels are lower than the comparable New Hampshire levels, and it is expected that public water systems will be required to spend hundreds of millions of dollars in New Hampshire alone

to comply with the final EPA MCL levels. To date, New Hampshire has [spent more than](#) \$300 million in compliance with its own MCL levels, and has created a PFAS Remediation Loan Fund (supported by NHMA) which has made available \$50 million in loan funding and \$35 million in grants to public water systems. All of that grant funding and most of that loan funding has been exhausted. We anticipate that the remaining \$15.6 million in loan funding will be insufficient to meet the need of municipalities with public water systems throughout the state, even in conjunction with the [\\$9,457,000 allocated](#) by the federal government for compliance, based on NH Department of Environmental Services [comments](#).

With the impending costs associated with enactment of the PFAS MCL, we fear that there will be no opportunity for excess state (or federal) dollars to be dedicated to public water system expansion. (We do, however, expect some limited expansion as interconnections will be used to reduce PFAS levels via mixing of sources.) As much of the housing conversation has centered on the availability of public water and sewer, the new PFAS regulations could result in every spare dollar being dedicated to compliance with the PFAS MCL rather than potential and intentional expansions of existing public water and sewer aimed at increasing opportunities for housing development.

We will learn more as the state begins assisting public water systems in determining the most cost-effective manner of complying with the PFAS MCL, and the requirements associated with the federal funding and the opportunity for New Hampshire's public water systems to qualify for that funding. Additionally, other monies may become available as the PFAS manufacturer lawsuits are either settled or brought to trial; however, the amount of money and the allocations to New Hampshire are, as of now, still unknown.

“Sanctuary City” Bill Would Create New Local Mandate

On **Wednesday, April 17 at 11:30 a.m.** in **LOB room 202-204**, the [House Criminal Justice and Public Safety Committee](#) will hear [SB 563](#), a bill that would prohibit the adoption of sanctuary city policies by cities and towns. Although the bill has been described as “permissive,” **SB 563** creates a new mandate by *requiring* that “[a] law enforcement agency shall use best efforts to support the enforcement of federal immigration law.” NHMA opposes this bill as a clear intrusion on local control, usurping the authority of municipalities and local police departments to make decisions about how staff and resources should be allocated. The bill proposes no funding from the state, and several provisions—including what using “best efforts” to comply means—would leave local officials guessing on how to comply.

In the Senate committee hearing, it was encouraging to hear so many people testify to the importance of local control and oppose the bill as overriding both the decision-making authority of municipal police departments and the residents they serve. Local officials should testify at the hearing or contact the committee to express opposition to this bill.

Please note that at **12:00 p.m.** that same day, the committee will hold a public hearing on [non-germane amendment #2024-1484h](#) to **SB 563**. The amendment would add a new section to the bill, creating and prohibiting a “tenancy at sufferance” for anyone who occupies a property without a written agreement permitting them to do so.

House Tables Digital Ballot Image Bill

Yesterday, the House voted 193-198 on a [roll call vote](#) to table [HB 1577](#), effectively killing the bill for the 2024 session. **HB 1577** initially passed the House but was sent to House Finance, which recommended an amendment, [2024-1347h](#), that would have disposed of the costs to the state by shifting them to municipalities. NHMA opposed this amendment.

In short, the bill would have allowed anyone to review, under the supervision of the Secretary of State, a digital copy of the ballots scanned by a ballot counting device after an election. The amendment in

House Finance would have changed the review to copy and the copy would have to be provided by the municipality. As such, each city and town would be responsible for the costs associated with producing copies of the digital images of the ballots including, presumably, any costs associated with ensuring that the device(s) used to copy the memory card were secure and any costs associated with proprietary software necessary to provide readable copies of the ballots (instead of copies of whatever encrypted files are produced by the machines).

Disaster Relief Grants

This week, the House passed [HB 1466](#), which would establish a recovery fund and provide disaster relief grants to municipalities following a natural disaster. This bill is aimed at providing immediate relief to cities and towns while they apply for and await approval of other state federal funding sources. As this bill moves to the Senate, please contact your senator to support **HB 1466** and the much-needed liquidity of up to \$100,000 per year that this bill would provide to a city or town responding to a natural disaster.

Education Funding Update on Amended Bills

As reported in [Bulletin # 13](#), a bipartisan group of legislators and stakeholders have been working on policy changes that would begin to address adequate education funding. After many amendments, in a division vote of 205-177, the House passed [HB 1583](#), relative to the per pupil cost of an opportunity for an adequate education. As amended, the bill would increase the per pupil cost from \$4,100 to \$4,404 beginning July 1, 2025. **HB 1583** would also introduce relief funding and fiscal capacity disparity aid and outline conditions under which schools will receive the new forms of aid. Cities and towns with a higher percentage of students eligible for free or reduced-priced meals or with lower equalized valuations per pupil will receive more aid. The fiscal note estimates an increase in state education trust fund expenditures to local school districts by approximately \$61.5 million in fiscal year 2025, \$74.3 million in fiscal year 2026, and \$67.7 million in fiscal year 2027, with additional expenditures for public charter schools and education freedom accounts.

A related bill, [HB 1656](#), passed the House after several floor amendments on a roll call vote of 349-26. This bill proposes changes to the calculation of adequate education grant amounts for pupils receiving special education services. The bill would create three categories of differential aid based on the level of special education services a pupil receives beginning July 1, 2024:

- Category A disability would provide an additional \$2,642 for each pupil who is receiving special education services for less than 80 percent of the school day;
- Category B disability would provide an additional \$5,285 for each pupil who is receiving special education services for 80 percent or more of the school day;
- Category C disability would provide an additional \$7,927 for each pupil who is receiving special education services in separate schools, residential facilities, or homebound/ hospital placements.

If this is a policy issue of concern to your municipality, we would encourage you to reach out to your senator and share your position.

Other Hearings to Watch

On **Wednesday, April 17 at 2:00 p.m.** in **LOB room 210-211**, the [House Finance Committee](#) will hold a public hearing on [SB 553](#). This bill would require that under the next contract, beginning in June of 2025, all funds held by the public deposit investment pool in New Hampshire (NH PDIP) be insured or collateralized and invested and within the state.

Also on **Wednesday, April 17 at 2:00 p.m.** in **LOB room 301-303**, the **House Municipal and County Government Committee** will hold a public hearing on [SB 532](#). This bill would require that

all cities, towns, and school governing bodies disclose the amount of state aid grants and revenue sharing on their official town or school website within 30 days of receiving the funds. If a municipality does not have a website, the information must be posted in two appropriate public places.

Calendar Changes

If you are a long-time reader of the *Bulletin*, you will have noticed that the weekly schedule of hearings that we have long published has, increasingly, been out of date by the beginning of the week for which it is produced. That's because the shift in both the House and Senate to digital calendars has made it easier for committees to reschedule when there is bad weather, when there are absences, or when issues with bills just haven't quite been worked out. As such, we are now going to link to the [House Digital Calendar](#) and [Senate Digital Calendar](#) instead of producing our own hearing schedule. For those of you with a particular interest in a particular bill or set of bills, please use the "subscribe." feature on [FastDemocracy](#) to get email updates when those bills are scheduled.

NHMA Events Calendar

2023 Final Legislative Bulletin

Website: www.nhmunicipal.org

Email: governmentaffairs@nhmunicipal.org

Government Affairs Contact Information

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Timothy Fortier, Communications Coordinator

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