

**SELECT BOARD MEETING**  
**Monday, March 3, 2025**  
**6:10 pm**  
**Nowak Room, Town Offices**  
**10 Front Street, Exeter, NH 03833**  
**REGULAR BUSINESS MEETING BEGINS AT 7:00 PM**

Meetings can be watched on Ch 22 or Ch 6 or YouTube. Attendees can join in person or virtually via Zoom.

To access the meeting, click this link: <https://us02web.zoom.us/j/87956384653>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 879 5638 4653

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](mailto:extvg@exeternh.gov) or 603-418-6425 with any technical issues.

**AGENDA**

1. Call Meeting to Order
2. Non-Public Session: 91-A
3. Board Interviews:
  - a. Communications Advisory Committee – David Kovar 6:30 pm
  - b. Exeter Housing Authority – Patricia Scott-Hall 6:40 pm
  - c. Historic District Commission – Verity Boyer 6:50 pm
4. Public Comment
5. Approval of Minutes
  - a. Regular Meeting: February 18, 2025
6. Appointments/Resignations:
  - a. Appointment - 250<sup>th</sup> Celebration Commission – Karen Prior
  - b. Resignation – Arts & Culture Advisory Commission – Mary-Paige Provost
7. Discussion/Action Items
  - a. Surface Water Treatment Plant Preliminary Design Contract – Stephen Cronin, Public Works Director
  - b. Donation Policy – Corey Stevens, Finance Director
  - c. TIF Advisory Board – Russ Dean, Town Manager
8. Tax Abatements, Veterans Credits & Exemptions
9. Permits & Approvals
  - a. Rider Conservation Project – Kristen Murphy, Conservation & Sustainability Planner
  - b. Citizen Awards – Letters of Support – Julie Gilman
10. Town Manager's Report
11. Select Board Committee Reports
12. Correspondence
13. Review Board Calendar

#### 14. Adjournment

Niko Papakonstantis, Chair

Select Board

Posted 2/27/25 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  
~~2/18/25~~ 6:30 pm  
3/3/25  
CONFIRMED

## Statement of Interest Boards and Committee Membership

Committee Selection: Communications

New  Re-Appointment  Regular  Alternate

Name: David Kaur Email: dkaur@gmail.com

Address: 38 Cross Rd Phone: 650-278-1774

Registered Voter: Yes  No

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

Prior experience w/ social media, production, etc  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: David Kaur Date: 2/7/2025

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

March 3, 2025
6:40 pm
Interview
CONFIRMED

Statement of Interest
Boards and Committee Membership

Committee Selection: Exeter Housing Board of Commissioners

New [X] Re-Appointment [ ] Regular [ ] Alternate [ ]

Name: Patricia Scott Hall Email: hakedalaskanusvi@yahoo.com

Address: 277 Water St Apt 110 Phone: (603) 867-5444

Registered Voter: Yes [X] No [ ]

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

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

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

Signature: Patricia Scott Hall Date: 01-31-2025

To be completed by Select Board upon appointment:

Date Appointed: Term Ending: Full: Alternate:

January 31, 2025

**Statement of Interest-Boards and Committee Membership**

I am interested in this position for many reasons. I share a real sense of community with the other residents and staff at 277 Water Street. This position would allow me to be able to serve and advocate for them.

I moved to Water St. in 2015. I was elected as president of the Tenant's Council in 2019 and spent the COVID years trying to lift up spirits while keeping us all connected. Now I am the Vice President and working with a great group.

Prior to my retirement, I served on several executive boards and councils in my community. In my employment, I helped to negotiate union contracts and grievance resolutions.

I like people and would like to stay involved.

Patricia Scott-Hall



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

SB Interview  
Mon. Mar. 3, 2025  
6:50 pm  
CONFIRMED

## Statement of Interest Boards and Committee Membership

Committee Selection: Historic District Commission

New

Re-Appointment

Regular

Alternate

Name: Verity Elyse Boyer Email: verity.boyer@gmail.com

Address: 8 Juniper Ridge Road Phone: 603-777-7672

Registered Voter: Yes  No

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

I am a second-year M.A. student in Historic Preservation at Boston University, where I am gaining formal training as a preservationist and historian. In my current role at the Portsmouth Historical Society, I lead the preservation advocacy group and oversee the historic plaque program. These experiences have deepened my commitment to preserving and celebrating the heritage of our communities. My interest in serving on the Historic District Commission stems from my desire to contribute a thoughtful, preservation-oriented perspective to Exeter's development. As a young resident who has proudly called Exeter home for 10 years, I am passionate about fostering connections between people of all backgrounds and their built environment. I am committed to supporting Exeter's architectural diversity and working collaboratively to steward its character for future generations.

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

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: Verity Boyer Date: 12/11/24

**Approval of Minutes**



Select Board Meeting  
Monday February 18, 2025  
6:30 PM  
Nowak Room, Town Offices  
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Clerk Julie Gilman, and Nancy Belanger. Vice-Chair Molly Cowan and Dan Chartrand were present remotely via Zoom [at 7 PM].

Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were also present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:30 PM.

2. Non-Public Session

**MOTION:** Ms. Belanger moved to enter into non-public session under RSA 91-A:3II(a). Ms. Gilman seconded. In a roll call vote, Ms. Gilman, Ms. Belanger, and Mr. Papakonstantis voted aye, and the motion passed 3-0. The Board emerged from non-public session.

3. Board Interviews

- a. Karen Prior for the 250<sup>th</sup> Celebration Committee

The Board reconvened in the Nowak Room at 7 PM. Vice-Chair Molly Cowan and Dan Chartrand joined remotely via Zoom at this time. They stated that they were alone in the room and it was not possible for them to be present. [They were not present for the non-public session and interview.]

4. Snow Removal Update

- a. Mr. Dean said the town has been working diligently on snow removal. Public Works crews and contractors will be conducting overnight snow removal downtown, at Lincoln Street, and on Portsmouth Avenue tomorrow night.

5. Public Comment

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

6. Proclamations/Recognitions

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

7. Approval of Minutes

- a. Regular Meeting: January 21, 2025
  - i. Corrections: Mr. Chartrand said on page 21, the resident's name is Patricia Yosha.

**MOTION:** Ms. Belanger moved to approve the minutes of January 21, 2025 as amended. Ms. Gilman seconded. In a roll call vote, the motion passed 5-0.

b. Regular Meeting: February 3, 2025

- i. Corrections: Ms. Belanger said on page 1, the committee member's name is James Breeling.

**MOTION:** Ms. Belanger moved to approve the minutes of February 3, 2025 as amended. Ms. Gilman seconded. Ms. Cowan abstained. In a roll call vote, the motion passed 4-0-1.

8. Appointments and Resignations

**MOTION:** Ms. Belanger moved to accept with regret the resignation of Dr. Rev. E. Heath from the Housing Advisory Committee. Ms. Gilman seconded. In a roll call vote, the motion passed 5-0.

9. Discussion/Action Items

a. Energy Committee Electric Rates Update

Cliff Sinnott of the Energy Committee gave an update on Community Power. Mr. Sinnott said every 6 months, the CPCNH provides us with updated rates, for the periods February 1 - August 1 and August 1 - January 31. In January, the rate was initially 8.9 cents, but a key power provider was not able to complete a contract representing 30% of the power for that six-month period, so they had to go back into the market and purchase the 30% replacement energy. The cost was revised to 9.7 cents. This is now higher than the utility rate, which is 8.3 cents, for the first time. After this period, it should go back down. Long-term, we expect CPCNH to deliver the lowest cost of electricity, but that won't always be true. Residents can switch back to the utility if they prefer and switch back in August on the Exeter Community Power website, but it takes 1 - 2 months to process the changeover. The community has saved \$1.3M in the 20 months since joining the coalition.

Mr. Chartrand said he doesn't think it's a coincidence that the Unitil rate has been halved since the competition from CPCNH.

Mr. Sinnott discussed HB 760, which adds to the existing RSAs about spreading the cost of utility rates among customers. CPCNH is encouraging customers to support the bill. The Energy Committee voted to have him send a letter in support of the bill, and he encourages the Select Board to do that as well. The Board was in favor of sending a letter.

b. Phillips Exeter Academy

Principal William Rawson was present to give an update about PEA. He said we built our first dorm in 50 years, which is done. The dining hall on Spring Street is up and running now. A couple summers ago, we tore up the lawn and sunk the geothermal wells, which will come into play when we renovate the Academy building, which will start this summer and take two years. The project near the library will be finished by the Spring. The building was built in 1914 following a fire and has never been renovated. It will have a new maker space and expand our assembly hall from seating 1,000 to 1,300, which could make assemblies open to the public. Now, we can't fit all faculty and students in there.

The building will be geothermally heated and cooled, along with other buildings. We have a sustainability and climate action plan.

Ms. Belanger said she read he is retiring, and thanked him for his service. The PEA newspaper interviewed her and asked great questions. She's happy to hear about the expansion. She'd like to see the town and the academy to do more things together. We used to put on plays as a town.

Principal Rawson said next year will be his last year, so he will come back before the Board.

Ms. Gilman said she wants to plan something with the Academy for the 250th celebrations.

c. TIF Advisory Board

Town Manager Russ Dean said he wrote a memo for the packet outlining the composition of the TIF advisory Board under RSA 162-K:13. Three of the members should be property owners in Exeter, one of which should be a property owner in the TIF District. The Select Board is authorized to adopt a resolution outlining the powers, duties, and responsibilities of the TIF Advisory Board.

Mr. Papakonstantis asked who would oversee the Finances. Mr. Dean said the Town Manager is the District Administrator and is responsible for working with the Select Board and TIF Advisory Board on any issues. Ms. Belanger said initially it said the District Administrator was the Economic Development Director. Mr. Dean said he doesn't think anyone was formally appointed.

Ms. Belanger asked if, because DPW and Planning is involved, can we add two more non-voting members? Mr. Dean said we can have them attend the meetings and be resources for the Board without being members.

Ms. Belanger said there are supposed to be annual updates but the last one she saw was in 2019. She would also like quarterly updates on where the TIF is financially. Previously, the terms were for one year. Mr. Dean said we are planning to stagger the terms so Board members will rotate off at different intervals.

Mr. Chartrand asked if powers & duties #3 is unnecessary, as any proposal would be presented to the Select Board for approval anyway. Mr. Dean said that comes from the statute. There may be a conflict between the Advisory Board and the District Administrator, and it sets up the Select Board as the arbiter of that. We would have all issues come through the Select Board. Mr. Chartrand said he doesn't like the implication that if they are in agreement, they could move on without the Select Board. Mr. Dean said he could revise that.

Mr. Chartrand asked if Planning and DPW are participating as advisors rather than members, and Mr. Papakonstantis said yes. He thinks their attendance would be as needed.

The Board will discuss this again March 3.

Mr. Chartrand and Ms. Cowan left the meeting at this time, so votes were no longer taken by roll call. The remaining members were Mr. Papakonstantis, Ms. Gilman, and Ms. Belanger.

10. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

**MOTION:** Ms. Gilman moved to approve an Elderly Exemption for 104/79/519 in the amount of \$152,251 for tax year 2025. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to deny an Elderly Exemption for 64/105/32 for tax year 2025. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an Elderly Exemption for 32/12/26 in the amount of \$152,251 for tax year 2025. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve a Veterans Credit for 99/34 in the amount of \$500 for tax year 2025. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 27/13 in the amount of \$932.20 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 64/105/26 in the amount of \$307.77 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 64/105/39 in the amount of \$120.97 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 72/64 in the amount of \$766.75 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 87/8/A-22 in the amount of \$211.70 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 95/64/287 in the amount of \$782.76 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 104/79/955 in the amount of \$386.04 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to deny an abatement for 104/79/600 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 63/41/2 in the amount of \$2,063.64 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to deny an abatement for 11/18/21 for the tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to approve an abatement for 71/38 in the amount of \$948.21 for tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to deny an abatement for 91/31 for the tax year 2024. Ms. Belanger seconded. The motion passed 3-0.

**MOTION:** Ms. Gilman moved to accept a Timber Tax for 46/7/2 in the amount of \$1,273.03. Ms. Belanger seconded. The motion passed 3-0.

b. Permits & Approvals

Parks and Rec Director Greg Bisson was present to discuss the results of the Planet Playground fundraising. Several organizations stepped forward, exceeding our initial goal of \$21,000. We've raised \$37,000 so far. The Victoria's Victory Foundation and Project Walk donated \$5,000 each. Annie's Angels and the Amanda Ranauro fund pledged \$2,500. The Exeter Area New Car Dealers Association donated \$12,000; they also sponsor two summer camp scholarships. The Exeter Area General Federation of Women's Clubs pledged \$10,000. Mr. Papakonstantis read the list of members of the Exeter Area New Car Dealers Association: Foss Motors Chrysler, Dodge, Jeep; Holloway Automotive Group Mercedes-Benz; Seacoast Volkswagen; Exeter Subaru; BMW of Stratham; McFarland Ford; Hurlbert Toyota, Scion; Autofair Nissan; Wentworth Motors Volvo; Honda Barn; Porsche; and Audi of Stratham.

Mr. Bisson said the total donations are \$37,000.

**MOTION:** Ms. Belanger moved to accept the following donations to fund the Planet Playground ADA enhancements, donations to be managed by the Finance Department: The Victoria's Victory Foundation in the amount of \$5,000; Project Walk in the amount of \$5,000; Annie's Angels in the amount of \$2,500; the Amanda Ranauro Autism Assistance Fund in the amount of \$2,500; The Exeter Area General Federation of Women's Clubs in the amount of \$10,000; and The Exeter Area New Car Dealers Association in the amount of \$12,000. Ms. Gilman seconded. Ms. Belanger thanked the Rec Advisory Board for reaching out to some of these organizations. The motion passed 3-0.

c. Town Manager's Report

- i. The retirement party for Hope Godino will be Feb 21, 2-6 at the Library.
- ii. Riverwoods Warrant and Budget night is Feb 27.
- iii. He met with representatives of the Stratham Industrial Park, who are looking to enhance their sewer capacity at the park. They have to have internal discussions on how to manage that. It's capped at 75,000 gallons per day.
- iv. The first meeting on the winter parking ban is this week.

- v. He met with CSX which represents the railroad to discuss the Park Street Bridge. The bridge is owned by the State. We had to close the bridge due to repair issues. The State inspected it today and we hope to hear from them shortly.
- vi. We wrapped up a 91A request from Brentwood.
- vii. The CDFA approved the bid package for 10 Hampton Road, so it should go out to bid this month.
- viii. He will be on vacation beginning tomorrow until Feb 25.
- ix. Mr. Papakonstantis asked about the status of grants we have not yet received. Mr. Dean said one is supposed to go before the Governor & Council March 12, but he has no other updates.

d. Select Board Committee Reports

- i. Ms. Belanger had a sitewalk on Feb 6 for Planning Board case 24-17 at 112 Front Street. It was well-attended. There is a proposed zoning amendment on the ballot for March, and that parcel would be included in that change. The developers were going to look into it. There was a Planning Board meeting Feb 13 and RiverWoods was approved, but one condition of approval was limiting parking or having no parking on the side of Pickpocket Road. 112 Front Street asked to be continued until Feb 27. At the Housing Advisory meeting Feb 14, they heard a legislative update and talked about parking options. They also talked about future funding and grants and how it may affect housing programs.
- ii. Ms. Gilman had no report.
- iii. Mr. Papakonstantis had a Tree Committee meeting. They're preparing locations for the trees that are budgeted, should the budget pass. They're also working with Parks and Rec on trees for Planet Playground.

e. Correspondence

- i. A memo from DPW Director Cronin on the Park Street Bridge closing.
- ii. A letter from Unitil about a vegetation management program. Mr. Dean said they will notify people that are impacted with door hangers. They will put out herbicides but people can opt out.
- iii. A legislative bulletin from NHMA.

11. Review Board Calendar

- a. The next meetings are March 3, March 17, March 31, April 14, and April 28. March 11 is the town election.

12. Non-Public Session

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

13. Adjournment

**MOTION:** Ms. Belanger moved to adjourn. Ms. Gilman seconded. The motion passed 3-0 and the meeting adjourned at 8:28 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

**Appointments/Resignations**





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

Interview w/SB  
2/18/25  
6:50pm  
CONFIRMED

**Statement of Interest**  
**Boards and Committee Membership**

Committee Selection: 250<sup>th</sup> Celebration Commission

New  Re-Appointment  Regular  Alternate

Name: Karen Prior Email: kcp7457@gmail.com

Address: 16 PickPocket Rd. Phone: h 772-0406  
C: 770-5503 (preferred)

Registered Voter: Yes  No

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

As a member of the Board of Directors of  
The American Independence Forum I am  
very interested in serving on this Commission  
as I am should be an integral partner in  
celebrating our nation's 250<sup>th</sup>. I have extensive  
community organizing background, ex chair of -

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

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

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

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

Signature: [Handwritten Signature] Date: 1-21-25

To be completed by Select Board upon appointment:

Date Appointed: \_\_\_\_\_ Term Ending: \_\_\_\_\_ Full: \_\_\_\_\_ Alternate: \_\_\_\_\_



Planet Playground specifically as well  
as am a nonprofit professional. As an  
aside I ~~was~~ also happen, to have  
my birthday on July 4<sup>th</sup>!



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## Fwd: Arts & Culture

2 messages

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**Scott Ruffner** <scotruffner@mac.com>  
To: Pam McElroy <pmcelroy@exeternh.gov>

Tue, Feb 25, 2025 at 10:04 AM

See below.

Begin forwarded message:

**From:** mpprovost126 <mpprovost126@gmail.com>  
**Date:** February 19, 2025 at 11:14:55 AM EST  
**To:** Scott Ruffner <scotruffner@mac.com>  
**Subject:** Arts & Culture

Hi Scott,

I am sorry to say I need to step down from my seat on the Arts & Culture board. There are many shifts here at Chronicle that will require a lot more of my time and I hate to be unavailable for meetings and projects. I hope you'll be able to find someone else to fill my seat!

Best,  
Mary-Paige

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**Pam McElroy** <pmcelroy@exeternh.gov>  
To: Scott Ruffner <scotruffner@mac.com>

Tue, Feb 25, 2025 at 10:31 AM

Thank you.

[Quoted text hidden]

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*Pam McElroy*

**Town of Exeter**

Senior Executive Assistant, Town Manager's Office  
603-773-6102

**Discussion/Action Items**

**Surface Water Treatment Plant Preliminary Design Contract**



## EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

[www.exeternh.gov/publicworks](http://www.exeternh.gov/publicworks) • [publicworks@exeternh.gov](mailto:publicworks@exeternh.gov)

TO: Exeter Select Board

FROM: Stephen Cronin, Public Works Director

DATE: February 24, 2025

RE: Contract for Surface Water Treatment Plant Engineering Design Services

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**SUGGESTED MOTION: Motion to approve a contract with AECOM in the amount of \$325,000 for Professional Engineering Services for Preliminary Design of the Surface Water Treatment Plant, and to further authorize the Town Manager or their designee to sign the contract documents.**

On September 12, 2024, the Public Works Department issued a Request for Qualifications to solicit qualified engineering firms to provide preliminary design services for upgrades to, or replacement of, the Town's existing Surface Water Treatment Plant (SWTP). The Department held a pre-proposal meeting for interested firms on September 26<sup>th</sup>, which was attended by CDM Smith, AECOM, Wright-Pierce, and Underwood Engineers. One proposal was received by the submission deadline of October 17<sup>th</sup> from AECOM, with Underwood Engineers listed as a sub-consultant.

A review committee comprised of myself, Paul Vlasich (Town Engineer), Steve Dalton (Water & Sewer Superintendent), and Corey Stevens (Finance Director) reviewed the proposal for the following criteria:

- Understanding of the project.
- Approach to accomplishing the work.
- Similar experience of the firm.
- Schedule for completing the work.
- Quality of the proposal.
- Quality of the Project Manager.

The committee also conducted an in-person interview with AECOM's project team to further assess their ability to successfully complete the project. The interview allowed the committee to evaluate the firm's communication and problem-solving skills, gain deeper insight into their approach, clarify any questions regarding their proposal, and assess the compatibility of their key personnel with project requirements.

Based on the committee's assessment, it is recommended that a contract in the amount of \$320,000 be awarded to AECOM. AECOM's fee proposal has been attached for reference. Please note that the contract amount is not for the full amount the fee proposal. The Department

is recommending a phased approach to this project, beginning with Task 1 and 2. Task 1 will include an analysis of water quality and quantity data, infrastructure and site assessment, and development of treatment alternatives, while task 2 involves a two-season treatment pilot study to evaluate potential treatment technologies. The first season is proposed for late summer/early fall 2025 to capture source water consisting of high organics and warm water; the second season is proposed for late winter/early spring 2026 to capture challenging cold water conditions.

Funding for this project was approved by voters at the 2024 Annual Town Meeting, under Article 7. Funding sources include a \$500,000 Drinking Water SRF loan.



AECOM Technical Services, Inc. T: (978) 905-2100  
250 Apollo Drive aecom.com  
Chelmsford, MA 01824

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**October 17, 2024**

Mr. Stephen Cronin, Public Works Director  
Exeter Public Works Department  
13 Newfields Road  
Exeter, NH 03833

**RFQ No. DPW 2024-09 – Surface Water Treatment Plant Professional Engineering Services  
PROPOSED FEE**

Dear Mr. Cronin,

In reference to the subject RFQ, our fee schedule is proposed in Table 1. The proposed fees presented are estimated budgets for this project at this time and the level of effort and fees will be refined in collaboration with the Town when a final scope of work is developed, staying within the budget proposed.

Standard hourly billing rates are attached.

On behalf of our Team, we would like to reiterate the commitment of our project team to the planning and design of the professional engineering preliminary design services.

Thank you for your consideration, and please contact either of us with any questions you may have about our SOQ.

Very Truly Yours,

**AECOM Technical Services, Inc.**

**Underwood Engineers, Inc.**

Rhonda Pogodzienski, PE, DBIA  
Vice President  
AECOM Technical Services, Inc.  
rhonda.pogodzienski@aecom.com  
978-905-3166

Thomas G. Page, PE  
Senior Project Manager  
Underwood Engineers, Inc.  
tpage@underwoodengineers.com  
603-436-6192



**Table 1. Proposed Fee Schedule for RFQ No. DPW 2024-09  
 Surface Water Treatment Plant Professional Engineering Services**

	<b>Task</b>	<b>Proposed Fee</b>
1	<b>INITIAL ASSESSMENT</b> Kickoff Meeting Information Review Site Visits/Condition Assessment Identify Near Term Improvements Assess Safe Yield, Confirm Demands, Establish WQ Objectives Select Pilot Study Processes Initial Assessment Technical Memo Assessment Workshop	<b>\$75,000</b>
2	<b>PILOTING</b> Prepare Piloting Protocol Pilot Testing Prepare Pilot Report Final Process Selection Workshop Finalize Site Evaluation and Selection	<b>\$150,000 - \$250,000 (1)</b>
3	<b>DRAFT OPTIONS AND CONCEPT CONFIGURATION</b> Prepare Preliminary Design Process Flow Diagram, Hydraulic Profile, Design Criteria, and Civil Site Map Reservoir Pumping Station and Intake Transmission Main Hydraulics Residuals Handling Repurposing of Existing Facility Prepare Technical Memo for DRAFT Conceptual Design	<b>\$80,000</b>
4	<b>TOWN SELECTMEN AND PUBLIC OUTREACH</b> Prepare Presentation to Assist Town with Public Participation / Coordination Prepare for and Attend Public Meeting Revise Concepts Based on Town Input Prepare Road Map for Implementing Improvements	<b>\$32,000</b>
5	<b>BASIS OF DESIGN REPORT AND RECOMMENDED LAYOUTS</b> Finalize Draft Concepts Prepare Capital and O&M Costs Identify Funding Needs Identify Next Steps for Final Design Provide Schedule and Roadmap for Final Design and Construction Prepare Basis of Design Report Prepare For and Attend Basis of Design Report Workshop	<b>\$63,000</b>
	<b>TOTAL PROPOSED FEE:</b>	<b>\$450,000 (2)</b>

**Notes:**

1. At this time, the fees associated with the piloting testing are estimated and based on historical data for past pilot studies. After review of water quality data and discussions with the Town regarding opportunities to reduce costs, considering available space and other components needed for the study, the fee for pilot testing will be refined.
2. The proposed fee is based on an allowance of \$200,000 and is inclusive of fees for the AECOM/UE/Blueleaf Team.

**AECOM BILLING RATES  
2025**

<b>TITLE</b>	<b>HOURLY BILLING RATE</b>
Program Manager / Senior Project Manager	\$280 - \$290
Project Manager	\$185 - \$285
Project Engineer	\$150 - \$165
Staff Engineer	\$115 - \$125
Technical Specialist	\$195 - \$280
Permitting Specialist	\$165 - \$230
Scientist	\$105 - \$125
Designer / Drafter	\$125 - \$160
GIS Specialist	\$105 - \$145
Administrative Assistant	\$100 - \$115
Intern	\$75 - \$85
Global Design Center	\$42 - \$115
Non Salary Expenses	1.10 times cost

Non-salary expenses include, but are not limited to, such typical expenses as the cost of transportation and subsistence; printing and reproduction; equipment and materials; identifiable supplies, outside consultant charges.

Billing rates are subject to increase October 1 of each year.



**UNDERWOOD ENGINEERS, INC.**  
**Portsmouth, New Hampshire**  
**STANDARD BILLING RATES**  
Effective through December 31, 2024

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**Labor Rates:**

Principal-in-Charge	\$225 to \$260 per hour
Senior Project Manager	\$170 to \$220 per hour
Technical Leader	\$160 to \$220 per hour
Project Manager	\$150 to \$190 per hour
Senior Project Engineer	\$125 to \$175 per hour
Project Engineer 2	\$120 to \$148 per hour
Project Engineer 1	\$100 to \$135 per hour
Resident Engineer 2	\$95 to \$165 per hour
Resident Engineer 1	\$65 to \$135 per hour
Technician	\$65 to \$140 per hour
GIS	\$60 to \$135 per hour
Comptroller	\$100 to \$150 per hour
Bookkeeper	\$75 to \$98 per hour
Clerical/Admin	\$50 to \$92 per hour
Intern	\$65.00 to \$75 per hour

**Reimbursables**

Mileage	IRS Reimbursable Rate
Field Supplies	Cost
Postage	Cost
Food & Lodging	Cost
Miscellaneous Job Related Expenses	Cost
Lump sum expense charges	Per Contract
Subconsultants *	Cost plus Mark-up

\* Mark-up will not exceed 10%.



**TOWN OF EXETER, NEW HAMPSHIRE**

**PUBLIC WORKS DEPARTMENT**

**SCOPE OF SERVICES**

**FOR**

**SURFACE WATER TREATMENT PLANT PROFESSIONAL ENGINEERING SERVICES**

**DPW 2024-09**

**TASK ORDER NO. 1: ANALYSIS AND ASSESSMENT OF EXISTING CONDITIONS (TASK 1)  
AND PILOT TESTING PROGRAM (TASK 2)**

**FEBRUARY 25, 2025**

**Task Order Objective**

The objective of Task Order 1 is to conduct an analysis and assessment of existing conditions which will focus on data analysis, infrastructure assessment, and siting and sizing of new treatment facilities. This will include an analysis of the sustainable yield of the Exeter River and Exeter Reservoir to inform an appropriately sized WTP for the Town's water demands. Task Order 1 will also include a water quality piloting program to evaluate, which can be performed in parallel.

**Project Understanding**

The Town of Exeter owns and operates two water supply systems, which include the Lary Lane Groundwater Treatment Plant (GWTP) and the Portsmouth Avenue Surface Water Treatment Plant (SWTP). The SWTP is served by the Exeter River Pump Station, the Exeter Reservoir, and Skinner Springs. While the GWTP is relatively new, the SWTP is over 125 years old and, despite interim improvement over the years, the existing facility has far exceeded its service life. In 2003, a plan was put forth to replace the SWTP, however, the community did not approve the funding request for construction of a new SWTP.

Over the last 20 years, the Town has invested in development of groundwater wells and treatment systems and has made interim improvements to the SWTP aimed at maintaining efficiency and reducing disinfection by-products. Through the Integrated Management Plan, the Town has proactively addressed future demands as well. Underwood Engineers, AECOM's partner on this Task Order, has shown that approximately 60 to 70 percent of the total demands have been met with the Town's surface water supplies, and these supplies will continue to play a major role going forward. This will require reliable and robust surface water conveyance and treatment systems, capable of long-term service, in consideration of other external factors aside from demands including the removal of the Great Dam and the effects of climate change.

This project will support the Town's Integrated Management Plan through strengthening the resiliency of the surface water supplies.

**Project Goals**

The Town's goals for this project are to take a fresh look and evaluate the following through a systematic planning and preliminary design effort:

- Verification of system demands and existing sources safe yield
- Assessment and reliability of existing infrastructure
- New plant siting
- Required plant capacity
- Appropriate treatment process
- Refine project costs and funding needs

The AECOM/Underwood Engineers (UE) team will achieve these goals by first establishing the clear vision for the SWTP project, which we will then use to create the systematic plan. We have developed a preliminary 5-step project approach to meet the project objectives. Workshops and submittals at key milestones will allow the Town and the AECOM/UE team to collaborate on critical decisions, so that by the time Basis of Design stage begins (future Task 3), the approach will have full support from the project stakeholders.

**Scope of Work**

The proposed scope of work for Tasks 1 and 2 is provided below. As presented in our proposal, future Tasks 3 through 5 should follow Tasks 1 and 2 to build on the effort required to develop a Basis of Design Report for the SWTP, which is the proposed deliverable of Task 5.

**TASK 1 – ANALYSIS AND ASSESSMENT**

Task 1 will focus on data analysis, infrastructure assessment, and siting, which can be performed in parallel.

- 1.1 Provide overall project administration and management tasks including contract execution, subconsultant and subcontractor management, internal personnel management, project specific Health & Safety Plans (HASP), invoicing, and incidental tasks necessary to administer the contract. Prepare monthly status reports and invoices and submit to Town.
- 1.2 Prepare for and facilitate Project Kickoff Meeting. Prepare meeting agenda and minutes. Prepare Request for Information (RFI) to Town for additional information needed for data analysis and assessment. The information requested will be related to seasonal raw and finished water quality, mapping, as-built drawings, and previous reports. Meeting will focus on the primary water quality concerns that must be addressed by the project.
- 1.3 Based on available information, update current and future system water demands, for use in planning size of proposed improvements. UE has tabulated water demands for 2017 through 2022; however, the AECOM/UE team will discuss future growth and/or regional service allowances with the Town for consideration in sizing the new processes, considering available water supply based on the safe yield analysis conducted in Task 1.4.

The Town will provide water use data for the past five years, including a breakdown of residential and non-residential, and water sold to others. The Town will provide current build out information for the town and other potential customers. No build out analysis will be conducted under this task.

**1.4** Conduct safe yield analysis of existing surface water sources to determine the estimated average daily withdrawal that can be expected from the water supplies during drought periods. The safe yield model will consist of an Excel based hydrologic mass balance spreadsheet using a monthly timestep to evaluate the prolonged drought that occurred in the New England region in the 1960s (typically known as “the worst drought of record” for the New England region); and a lesser short-term drought (either the late 1980s or the drought of 2002). The results will evaluate the noted drought periods as well as years during which there were normal precipitation patterns for the New England area. The analysis will consider the historic hydrologic availability of water and hydraulic constraints associated with Exeter’s source water supply system.

**1.4.1** The safe yield analysis for the Exeter Reservoir will be based on available bathymetric data and available hydrologic data. No bathymetric studies are proposed under this Task. The available bathymetric data will be used to calculate the storage volume of the reservoir and determine the reservoir volume and area versus elevation relationship for the reservoir.

**1.4.2** Daily streamflow data will be obtained from the USGS Gauging Station located on the Exeter River at Haigh Road, near Brentwood, NH (USGS 01073587). This station has discharge data (cfs) for the period of June 28, 1996 to current. Therefore, synthetic streamflow data will need to be developed for the period of 1960 to 1996. Other gauges in the general area with streamflow data dating back to the 1960s include the following:

- Lamprey River near Newmarket, NH (USGS 01073500)
- Oyster River near Durham, NH (USGS 01073000)
- Salmon Falls River at Milton, NH (USGS 01072100)
- Dudley Brook near Exeter, NH (USGS 01073600)
- Parker River near Byfield, MA (USGS 01101000)

These gauges will be reviewed to determine the most appropriate correlation to the USGS Gauge 01073587.

**1.4.3** AECOM/UE will contact the NHDES to ascertain what should be considered for minimum streamflow requirements for both surface water sources. Information obtained from NHDES relative to this potential requirement will be included in the model.

**1.4.4** Input on flow withdrawals conducted by other users of the Exeter River will be provided by the Town.

**1.5** Review water quality data, compliance reports, and previous infrastructure assessment(s). Conduct condition assessment site visits of the existing SWTP and intake pumping station with discipline representatives to assess what components of the existing SWTP and other infrastructure is salvageable and what should be recommended to be abandoned, considering existing codes, operability, water quality results, and future needs. AECOM/UE will recommend any additional water quality data and compliance data that may be required to assess as part of this analysis for future treatment options.

If it is determined that any of the existing infrastructure is salvageable and included in a future capital improvements project, we propose to conduct a Hazardous Building Materials Assessment in future Task 3. The site assessment will include a non-invasive visual examination of readily accessible, visible, and installed systems and components of the existing buildings. Observations will be made relative to the presence of suspect (or affected) materials that may indicate through historical data or based on Town staff experience, the presence of asbestos, mold, lead (Pb), and polychlorinated biphenyls (PCBs) in building materials. Samples will be taken and sent for laboratory analysis. A summary will be prepared to include the objective of the assessment, investigation/survey methodology, results, and recommendations.

- 1.6** In conjunction with the Town, review up to three other locations for siting a new SWTP, if a new SWTP is recommended. The potential site assessments will consider site access, land use, ownership, system hydraulics, potential permitting requirements, flood zones, and proximity to the distribution system point of entry (POE). Identify advantages and disadvantages of the existing site and other potential new sites under consideration.
- 1.7** Review condition of surface water intake at the existing dam to determine its suitability for continued operation with a new SWTP. If the existing surface water intake is determined not to be suitable, identify potential locations for a new intake structure and the need for a raw water pump station. Review findings developed by VHB related to the Exeter Reservoir dam feasibility study as they relate to future SWTP and intake improvements.
- 1.8** In conjunction with the Town, evaluate condition of existing Exeter River Pump Station and intake. Review elevation of intake and any water level changes that have occurred since the Great Dam was removed. Identify improvements needed for increased reliability and year-round operation.
- 1.9** Review existing residuals handling practices at SWTP and needs for improvement.
- 1.10** Develop a list of new unit processes or treatment schemes suitable as a replacement to the existing SWTP and, through a ranking/scoring process, provide recommendations for processes to carry into piloting (Task 2). It is anticipated that the pilot study objectives and assessment of results will bear heavily on the continued use or, alternatively, the desire to improve disinfection byproduct (DBP) precursor removal to discontinue the use of chloramines as a means of secondary disinfection in the distribution system.
- 1.11** Identify short term improvements that can be made in the interim at the existing SWTP.
- 1.12** Develop DRAFT Technical Memorandum No. 1 to include key findings and project recommendations. The memo will present findings and recommendations from Task 1, including the multi-disciplinary condition assessment. Submit DRAFT memorandum to Town for review and comment.
- 1.13** Prepare for and facilitate Workshop No. 1 with the Town to present DRAFT Technical Memorandum No. 1 to Town.
- 1.14** Finalize Technical Memorandum No. 1 based on comments provided by the Town at Workshop No. 1. The memorandum will be appended to the subsequent Basis of Design Report.



**TASK 2 – PILOT TESTING PROGRAM**

Task 2 will focus on pilot testing of the existing surface water sources. It is reported that the source water is particularly reactive with respect to DBP formation, requiring that operators switch sources seasonally; and that there are challenges related to treatment residuals disposal. Collectively, these problems create a difficult operational task for the surface water treatment operators.

A pilot testing program will evaluate new technologies that will ultimately provide a more robust and flexible treatment scheme.

- 2.1** Prepare DRAFT Surface Water Pilot Study Protocol. This document will define the proposed pilot system design, piloting schedule, and sampling plan, and will be developed based on the recommendations of Task 1.

It is anticipated that two (2) clarification processes may be recommended, in parallel, with various filter media configurations, and with either water source independently, and then with a blend of the two sources. The blend ratio of the two sources will be informed by the safe yield and demand analysis conducted in Task 1.

It is also anticipated that the duration of the pilot testing program will be two seasons, with 4 weeks per season. The first season is proposed for late summer/early fall 2025 to capture source water consisting of high organics and warm water. The second season is proposed for late winter/early spring 2026 to capture challenging cold water conditions. The results of the piloting will be used to compare process performance and to recommend a preferred technology, as well as determine important optimization parameters of that preferred process for use in the eventual design, including the following:

- Loading rate limits for clarification and filtration
- Developing a relationship between filter loading rate and runtime
- Advantages of granular activated carbon over conventional filtration media
- Optimal chemicals and dosages for individual and blended sources
- Limitations of unit processes (i.e., failure mechanisms)
- Possibility of the restoration of free chlorine and elimination of chloramines, if desired and feasible with new unit processes based on simulated distribution systems (SDS) disinfection by-product testing
- Implications on residuals handling

The DRAFT Surface Water Pilot Study Protocol will be submitted to the Town for review and comment. The document will be finalized based on input from the Town. If agreed to by the Town, the FINAL document will be shared with the NHDES for informational purposes.

- 2.2** Upon concurrence with the Surface Water Pilot Study Protocol, AECOM/UE will subcontract with Blueleaf, Inc. to build and operate the pilot testing program in accordance with the Protocol. It is anticipated that the pilot testing program will be built at the existing SWTP. Blueleaf will be responsible for the day-to-day operations of the pilot testing program.
- 2.3** Manage the two season pilot testing program, including Blueleaf, and interfaces with the Town and NHDES, as needed.
- 2.4** Upon completion of the first season of piloting, prepare and submit the Interim First Season Piloting Results Technical Memorandum. This memorandum will convey the basic findings of the first season piloting event and provide recommendations for any changes to the Surface Water

Pilot Study Protocol, prepared in Task 2.1, for moving forward with the second season of piloting. This may include a reduction in processes, or chemical dosing adjustments, based on the results of the first season.

- 2.5 After completion of the second season of piloting, prepare and submit the Pilot Study Final Report and Process Design Criteria Report. This report will summarize all piloting results from both seasons, as well how the results will be used to inform the detailed design criteria. This report will serve as the foundation for the development of the treatment components in the subsequent Basis of Design Report.
- 2.6 Prepare for and facilitate Workshop No. 2, which will be held to review the recommendations for the new treatment processes/approaches to be carried into the Basis of Design Report.

**Future Tasks Not Included in this Scope of Work**

- Task 3 – Prepare Draft Options and Concepts
- Task 4 – Town Selectmen and Public Outreach
- Task 5 – Prepare Basis of Design Report and Recommendations

**Proposed Schedule for Tasks 1 and 2**

The following schedule is proposed for Tasks 1 and 2.

Task	Description	Date
	Notice to Proceed	March 17, 2025 (assumed)
1	Project Kickoff Meeting	Week of March 24, 2025
1	Initial Assessment	March 2025 – May 2025
1	DRAFT Technical Memorandum No. 1	June 2025
1	Workshop No. 1	June 2025
1	FINAL Technical Memorandum No. 1	Within one week of receipt of Town's comments
2	Surface Water Pilot Study Protocol	June 2025
2	Pilot Season No. 1 (Warm Water (River/Reservoir))	August / September 2025
2	Interim First Season Piloting Results Technical Memorandum	Within three weeks of receipt of piloting laboratory data (November 2025)
2	Pilot Season No. 2 (Cold Water (River/Reservoir))	April / May 2026

2	Pilot Study Final Report and Process Design Criteria Report	Within four weeks of receipt of piloting laboratory data (anticipated July 2026)
2	Workshop No. 2 – Final Process Selection	Within two weeks of submittal of Pilot Study Final Report and Process Design Criteria Report (July 2026)

**Proposed Budget for Tasks 1 and 2**

Task 1 - \$75,000

Task 2 - \$250,000

The proposed budget for Task 2 will be reviewed once the scope of work with Blueleaf is confirmed after review of water quality data and confirmation of piloting processes conducted under Task 1.

## **Donation Policy**



## TOWN OF EXETER, NEW HAMPSHIRE

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

**TO:** RUSS DEAN, TOWN MANAGER  
**FROM:** COREY STEVENS, FINANCE DIRECTOR  
**SUBJECT:** DONATION POLICY FOR SELECTBOARD CONSIDERATION  
**DATE:** FEBRUARY 27, 2025

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Russ,

Please add me to the Selectboard's meeting agenda for Monday evening, March 3<sup>rd</sup>, to discuss a proposed donations policy for the Town.

*Corey*

<b>Town of Exeter</b>	Policy Number: <b>2025-01</b>	Adopted by:
Subject:  <b>Donation &amp; Gift Policy</b>	Adoption Date:  Revision Date(s):  Effective Date:	Supersedes: None

**Purpose**

The purpose of this policy is to establish a formal process for acceptance and documentation of donations made to the Town of Exeter. This policy provides guidance when individuals, community groups, and businesses wish to make donations to the Town. This policy also establishes the standards for Town employees and Town officials regarding the acceptance of gifts during the performance of Town business. This policy does not apply to donations and/or gifts received by the Exeter Welfare & Human Services department when such donations/gifts are made for the benefit of its clients.

**Definitions**

Donation: A contribution made to the Town without expectation of goods, services, or significant benefit or recognition in return. Donations may be offered in the form of money, contributions of real or personal property, or services. A donation may be undesignated, where the donor has placed no limitation on its use, or designated, where the donor has designated its use for a specific purpose. Donations that, if accepted, would obligate the Town to enter into a service, procurement, or other agreement shall not be considered a donation.

Gift: Any payment or other benefit that confers a personal benefit on the recipient for which they have not provided equal or greater consideration to the donor.

Donor: Any organization or individual who provides the Town with a donation.

**General Provisions**

The Town welcomes undesignated and/or designated donations that enhance Town services, programs, activities, and/or events, reduce costs that the Town would incur in the absence of the donation, or otherwise provide a benefit to the Town. The Town may decline any donation without comment or cause.

Donations may only be accepted when they have a purpose consistent with the Town’s goals and objectives and are in the best interest of the Town of Exeter. The Town must always consider the public trust and comply with all applicable laws, including New Hampshire RSA 31:19,

when accepting donations. Donations may not be used for personal financial gain by any Town employee, or elected or appointed official.

Employees of the Town shall follow the Town's Conflict of Interest Policy as it relates to the receipt of gifts.

Anonymous gifts shall be delivered to the Town Manager for appropriate disposition.

Donors shall not expect, nor shall the Town grant, any extra consideration to the donor in relation to Town procurement, regulatory matters, or any other business, services, or operations of the Town.

### **Procedures**

All donations to the Town will be given immediate consideration for acceptance by the Department Head to whom the donation was directed. For donations greater than \$1,000, the Department Head will consult with the Town Manager regarding acceptance. All donations will be reviewed to ensure that their purpose is consistent with the Town's goals and objectives, and the benefits to be derived warrant acceptance.

The Department Head or Town Manager's office will complete a Donation Acceptance Form, which will be submitted to the Selectboard as part of the donation acceptance process. A sample Donation Acceptance Form is attached.

The Selectboard is responsible for accepting (or declining) all donations under NH RSA 31:19, II, and may do so at its sole discretion.

When cash donations of \$100 or more are accepted, or upon the request of the donor, the Town will issue the donor a receipt. The Donation Receipt will indicate the amount of the donation, the date of the donation, the name of the donor, the purpose of the donation (for designated donation) and note that the donor received no goods or services in exchange.

For all donations of property or services accepted by the Town, the donor will be issued a receipt. The Donation Receipt will include a description of the property or service provided, the date of the donation, the name of the donor, the purpose of the donation (for designated donation) and note that the donor received no goods or services in exchange. The Town will not determine the value of donated property and services. Determination of value for non-cash donations is the responsibility of the donor.

Donations Receipts will be issued within 30 days of receiving the donation. The original receipt shall be submitted to the donor and the Town shall retain a copy. A sample Donation Receipt is attached.

### **Distribution of Donations**

Donations of cash for designated purposes will be turned over to the Trustees of Trust Funds to be invested and accounted for separately from the Town's other general funds.

Donations of cash for undesignated purposes under \$1,000 will be deposited into the Town's General Fund donations account. Undesignated donations greater than \$1,000 will be distributed at the direction of the Selectboard.

Donations of tangible items will be distributed to appropriate Town departments for use or, at the discretion of the Department Head in consultation with the Town Manager, disposed of in an appropriate manner.

### **Dissemination of Information**

Each original Donation Acceptance Form for accepted donations, and a copy of each donation receipt shall be forwarded to the Finance Department.

DRAFT





# TOWN OF EXETER, NEW HAMPSHIRE

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## DONATION ACCEPTANCE FORM

Name of Donor: \_\_\_\_\_

Contact Information (address, phone, email): \_\_\_\_\_

Description of Donation: \_\_\_\_\_

Conditions of Acceptance or Donor Designation: \_\_\_\_\_

Intended Use: \_\_\_\_\_

Donor Estimate of Current Value (non-cash): \_\_\_\_\_

### TOWN USE ONLY

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

Remarks: \_\_\_\_\_

Selectboard:                      **ACCEPTED / DENIED**                      Date: \_\_\_\_\_



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## DONATION RECEIPT

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

Donor Name: \_\_\_\_\_

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

Donation:

A monetary contribution of \$ \_\_\_\_\_

A non-monetary contribution consisting of [describe goods, services, property, etc.]:

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

Designation of Donation (if any):

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

*No goods or services were provided by the Town of Exeter in return for this donation.*

The Town sincerely appreciates your donation,

\_\_\_\_\_

Russell Dean

Town Manager

**TIF Advisory Board**



# TOWN OF EXETER, NEW HAMPSHIRE

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## MEMORANDUM

**TO: Exeter Select Board**

**DATE: February 27, 2025**

**FROM: Russ Dean, Town Manager**

**RE: TIF Advisory Board**

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The Select Board discussed the composition of the TIF Advisory Board at the meetings of February 3rd, and February 18, 2025. The TIF Advisory Board was originally created by Article 29 of the 2015 Town Meeting following the adoption of RSA 162-K. The article allowed the Select Board to appoint a five-member Advisory Board and a District Administrator consistent with RSA 162-K. Attached is a charge for the Advisory Board that describes the responsibilities of the Advisory Board in accordance with the RSA 162-K. You will note that three members of the Advisory Board are to be property owners or occupants of real property within Exeter. One member must be a property owner or occupant of real property within the Epping Road TIF district. The Advisory Board's responsibilities are to be made out in the form of a resolution by the Select Board. The District Administrator is also appointed by the Select Board and has specific powers and duties laid out in RSA 162-K:13 (attached).

If the Select Board is agreeable, I would recommend adopting the attached revised charge and resolution outlining the duties of the TIF Advisory Board, and name an official Select Board representative. Any changes to the powers and duties of the TIF Advisory Board could be made, as long as they are in accordance with RSA 162-K.

**MOTION:** Move the Select Board establish the TIF Advisory Board as a 5-member board described in the Committee charge. Further, to adopt the resolution of TIF Advisory Board duties as described in the charge, as authorized by RSA 162-K and Article 29 of the 2015 Town Meeting.

## **TIF Advisory Board Charge – updated February 26, 2025**

The Charge of the TIF Advisory Board is to ensure fair representation of business and community interests in accordance with RSA 162-K:14. The TIF Advisory Board was authorized by Article 29 of the 2015 Town Meeting to administer the Epping Road TIF. The role of the Advisory Board is found in RSA 162-K:14. The Advisory Board is a five member board. A majority of members shall be owners or occupants of real property within Exeter. At least one member shall be an owner or occupant of real property within the district. The Advisory Board shall advise the Select Board (governing body) and District Administrator (Town Manager) on planning, construction and implementation of the development program and on maintenance and operation of the district after the program has been completed.

The Select Board shall, by resolution, delineate the respective powers and duties of the Advisory Board. The resolution shall establish a reasonable time limit for consultation by the Advisory Board on phases of the development program, and provides a mechanism for appealing to the governing body for a final decision when conflicts arise between the Advisory Board and the District Administrator regarding the development program in its initial and subsequent stages.

### **Powers and Duties of the TIF Advisory Board – Resolution**

1. The TIF Advisory Board shall be responsible to advise the Select Board on activities within the Epping Road TIF District;
2. The TIF Advisory Board shall be responsible to advise the District Administrator (Town Manager) on the planning, construction and implementation of the development program for the Epping Road TIF District and maintenance and operation of the district after the program has been completed.
3. Whenever the TIF Advisory Board and District Administrator (Town Manager) are in conflict or have activity related to the Epping Road TIF Development and Financing Plan, the proposal shall be presented to the Select Board for prior approval.
4. The District Administrator (Town Manager) shall provide quarterly financial reports on the Epping Road TIF to the governing body.

### **Five Member TIF Advisory Board**

5 members. Members appointed to staggered terms 2026, 2027 and 2028 (2 members). One member is a member of the Select Board (Select Board Representative). Three members are owners or occupants of property within Exeter. One member is an owner of property within the district. The Public Works Director and Town Planner may attend meetings as needed to advise the TIF Advisory Board and District Administrator regarding issues within the Epping Road TIF.

## Section 162-K:13 - Administration

The municipality may create a department or designate an existing department or office or agency or municipal housing and redevelopment authority, or form a corporation under RSA 292, to administer development districts. The district administrator may, subject to such rules and limitations as may be adopted by the governing or legislative body, be granted the power to:

- I.** Acquire property or easements through negotiations;
- II.** Enter into operating contracts on behalf of the municipality for operation of any of the facilities authorized to be constructed under this chapter;
- III.** Lease space to private individuals or corporations within the buildings constructed under this chapter;
- IV.** Lease or sell land and lease or sell air rights over structures constructed under this chapter;
- V.** Enter into contracts for construction of several facilities or portions thereof authorized under this chapter;
- VI.** Contract with the housing and redevelopment authority of the municipality for the administration of any or all of the provisions of this chapter;
- VII.** Certify to the governing body of the municipality, for acquisition through eminent domain, property that cannot be acquired by negotiation, but is required for implementation of the development program;
- VIII.** Certify to the governing body of the municipality the amount of funds, if any, which must be raised through sale of bonds to finance the program for development districts;
- IX.** Apply for grants from the government of the United States or other source.

*RSA 162-K:13*

*1979, 175:2. eff. Aug. 5, 1979.*

## Section 162-K:14 - Advisory Board

**I.** The legislative body of the municipality shall create an advisory board for each development district that ensures fair representation of business and community interests. The board shall consist of such number of members appointed or elected as determined by the legislative body. A majority of members shall be owners or occupants of real property within the community and at least one member shall be an owner or occupant of real property within the development district. In a substantially residential development district, however, the board shall consist solely of owners or occupants of real property within the community and at least one member shall be an owner or occupant of real property within the development district.

**II.** The advisory board shall advise the governing body and district administrator on planning, construction and implementation of the development program and on maintenance and operation of the district after the program has been completed.

**III.** The governing body shall by resolution delineate the respective powers and duties of the advisory board and the planning staff or agency. The resolution shall establish reasonable time limits for consultation by the advisory board on the phases of the development program, and provide a mechanism for appealing to the governing body for a final decision when conflicts arise between the advisory board and the planning staff or agency, regarding the development program in its initial and subsequent stages.

*RSA 162-K:14*

Amended by 2022 , 151: 1, eff. 8/6/2022.

*1979, 175:2, eff. Aug. 5, 1979.*

## **Article 10**

To see if the Town will vote to raise and appropriate the sum of six million eight hundred forty five thousand and three hundred twelve dollars (\$6,845,312) for the design and construction of roads, water and sewer improvements in the Epping Road Tax Increment District, in accordance with RSA 162-K:8, and to authorize the issuance of not more than (\$6,845,312) of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the Board of Selectmen to negotiate such bonds or notes and to determine the rate of interest thereon. It is anticipated that no bonds will be issued unless and until debt service can be paid from the tax increment district fund. This article will only become effective subject to the passage of Article 28 and Article 29 of the 2015 Town Warrant.

(3/5 ballot vote required for approval.)

Recommended by the Board of Selectmen 4-0.

## **Article 28**

To see if the Town will vote to adopt Chapter 162-K of the New Hampshire Revised Statutes, which if adopted will grant the Town authority to establish tax increment financing districts.

(Majority vote required)

Recommended by the Board of Selectmen 4-0.

## **Article 29**

To see if the Town will vote to:

- a) Establish a municipal economic development and revitalization district as shown on a map entitled Proposed Epping Road Tax Increment District (dated January 20, 2015) and which generally encompasses portions of Epping Road east and west of Epping Road. The district will have the name of the Epping Road Tax Increment Financing District.
- b) Authorize the Board of Selectmen to appoint a District Administrator in accordance with RSA 162-K:13 and create a five member advisory board in accordance with RSA 162-K-14 with membership to be determined by the Selectboard.
- c) Adopt the provisions of the Epping Road Tax Increment District Plan (dated January 20, 2015) in accordance with RSA 162-K:9, which allocates the use of tax increments for retirement of bonds and notes as outlined in the plan.

(Majority vote required)

Recommended by the Board of Selectmen 4-0.



## **Tax Abatements, Veteran's Credits & Exemptions**

# List for Select Board meeting March 3, 2025

## Elderly Exemption

Map/Lot/Unit	Location	Amount	Tax Year
72/91	24 River St	denial	assets exceed limit/duplex value
104/70/322	322 Friar Tuck	152,251	2025
103/13/2	101 Linden St	183,751	2025
95/64/342	43 Alder St	152,251	2025
95/64/281	77 Hilton Ave	183,751	2025

## Disability Exemption

Map/Lot/Unit	Location	Amount	Tax Year
95/64/162	8 Hilton Ave	125,000	2025
65/82	36 Clover St	125,000	2025
95/64/62	8 Hilton ave	125,000	2025

## Veteran Credit

Map/Lot/Unit	Location	Amount	Tax Year
72/91	24 River St	500.00	2025
68/6/344	3 Sterling Hill #344	500.00	2025

## Abatements

Map/Lot/Unit	Location	Amount	Tax Year
72/58	10 High St	405.61	2024
63/41/2	20 Epping Rd Unit 1B	2,067.20	2024 correction

## Solar Exemption

Map/Lot/Unit	Location	Amount	Tax Year
24/2	64 Newfield Rd	14,000	2025

**Permits & Approvals**



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 777-1514

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

## MEMORANDUM

**To: Select Board and Russ Dean, Town Manager**

**Date: February 21, 2025**

**From: Kristen Murphy,  
Conservation and Sustainability Planner**

**Subject: Rider Conservation Project**

I am pleased to be able to present the final conservation deed for the Rider property on Powder Mill Road (Tax Map 113 Lots 3 and 5). This tri-town conservation project was last before the Select Board September 25, 2023 where the Board held a public hearing and voted unanimously in support of acceptance of executory interest for the property.

As presented, this project involves a conservation easement held by Southeast Land Trust with Executory Interest granted to each town for the portion of land within their town boundaries. Since 2023, SELT has secured grant funding, completed due diligence (property survey, baseline document report, etc.), and negotiated terms of easement with all three towns and the State entities who provided grant funding.

The Exeter Conservation Commission reviewed the terms of the deed for its ability to ensure resource protection and voted unanimously in support of the terms of the easement at their December 11, 2024 meeting, subject to legal counsel review. Laura Spector-Morgan, as Exeter's Legal Counsel, reviewed the deed and emailed on February 18, 2025 expressing no concerns with the language, only requesting a slight modification to the signatures, which was made in the final deed.

Resources that will be permanently protected as part of this project include:

- a portion of Great Brook, a major tributary to the Exeter River, and a source for Exeter's drinking water
- lands ranked by NH Fish and Game as highest ranked lands in the state and in the biological region, as well as an important wildlife corridor
- lands identified in the 2021 coastal conservation as priority agricultural lands and coastal conservation focus areas
- land identified as a conservation focus area in our Natural Resource Inventory as a composite of its importance for agricultural soils, surface water, drinking water, wildlife, and preservation of intact forest resources.

I am requesting time before the Select Board at their March 3, 2025 meeting to celebrate the accomplishment of reaching this stage of the process, and most importantly, to seek their signatures on the deed.

#### 5. Public Hearing with the Conservation Commission

The Conservation Commission Chair Andrew Koff called the Conservation Commission meeting to order at 6:28 PM. Members present were Andrew Koff, Dave Short, Nick Campion, Michelle Crepeau, and Keith Whitehouse.

Mr. Koff called for a motion to open the public hearing for the consideration on the use of \$100,000 from the Exeter Conservation Fund for the acquisition of an executory interest deed on tax map 113 lot 3 and tax map 113 lot 5.

**MOTION [Conservation Commission]:** Mr. Short made a motion to open the public hearing. Mr. Campion seconded. Andrew Koff, Keith Whitehouse, Nick Campion, Michelle Crepeau, and Dave Short voted aye, and the motion passed 5-0. The public hearing began at 6:30 PM.

Jeremy Lougee of the Southeast Land Trust [SELT] gave a presentation on the proposal, which involves 156 acres, 21 of which are in Exeter. He said that the property drains into Great Brook which drains into the Exeter River. 113 of these acres are significant farmland soils. There are flood plains, an aquifer, a wellhead protection area, and pollutant attenuation on site. Portions of this property are a high priority area for the NH Coastal Plan. More than 100 acres score average or above average for the Nature Conservancy's climate resiliency plan. Nearly the entire property is considered in the top 3 tiers for NH Fish and Game's wildlife plan. The property abuts three major conservation areas. The property is a tree farm. It is an identified historic brickyard. This project has been a high priority for SELT, Kingston, and East Kingston since the early 2000s. The landowner has informally agreed to the terms of the agreement.

Ms. Belanger asked about the abutting conservation properties. Mr. Lougee said it's the Blunt property in East Kingston, the Asset Title Holding Company property in Kensington, and the Hanson property in Exeter.

Mr. Koff said the Conservation Commission is supportive of this activity. We did a sitewalk on the property recently, it's an excellent piece of land and this will preserve it for years to come.

Ms. Belanger said the easement is a protection of the watershed, but we won't have the ability to use the water sources? Mr. Lougee said that's correct, we're protecting the land from any further development to protect the water quality of the Exeter River.

Mr. Papakonstantis said there were no members of the public present.

Ms. Gilman said how will the private property be delineated? Mr. Lougee said that part is just excluded from the conservation easement. It's where the landowner's home and barns are. The Conservation Commission agreed that this will be a private property, it's different from a public property the town purchases. There won't be a parking area or trails for the public. Ms. Belanger said there are trails in Kensington and East Kingston, will those stay open? Mr. Lougee said yes, assuming the owner doesn't post that they are closed for public access, they will stay open as now.

**MOTION [Conservation Commission]:** Mr. Koff made a motion to close the public hearing. Mr. Short seconded. Andrew Koff, Keith Whitehouse, Nick Campion, Michelle Crepeau, and Dave

Short voted aye, and the motion passed 5-0.

**MOTION [Conservation Commission]:** Mr. Koff made a motion to authorize the use of \$100,000 from the Conservation Fund for the acquisition of real property interests through the executory interest at tax map 113-3 and 113-5 in the name of the town by the Conservation Commission pursuant to RSA 36-A:4, contingent on Select Board authorization and raising the additional funds needed to complete the project, and to further authorize the Chair or designee to sign a letter of support for the application of a Drinking Water Trust Fund grant as part of this project. Ms. Crepeau seconded. In a roll call vote, Andrew Koff, Keith Whitehouse, Nick Champion, Michelle Crepeau, and Dave Short voted aye, and the motion passed 5-0.

**MOTION [Conservation Commission]:** Mr. Koff made a motion to adjourn. Mr. Champion seconded. Andrew Koff, Keith Whitehouse, Nick Champion, Michelle Crepeau, and Dave Short voted aye, and the motion passed 5-0.

**MOTION [Select Board]:** Ms. Belanger moved to authorize the acquisition of real property interests through the executory interest at tax map 113-3 and 113-5 in the name of the town by the Conservation Commission pursuant to RSA 36-A:4, contingent on Southeast Land Trust signing a binding Purchase & Sales Agreement with the landowner and raising the additional funds needed to complete the project, and to further authorize the Chair to sign a letter of support for the application of a Drinking Water Trust Fund grant as part of this project. Ms. Gilman seconded. The motion passed 5-0.

The Conservation Commission members left at this time.

#### 6. Tax Abatements, Veterans Credits and Exemptions

**MOTION:** Ms. Gilman moved to accept an intent to cut for 54/5/5, 54/5/6, and 54/5/7 for one year. Ms. Cowan seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to accept an intent to cut for 63/205 for one year. Ms. Cowan seconded. The motion passed 5-0.

#### 7. Select Board Committee Reports

- a. Ms. Belanger attended a Conservation Commission meeting. They heard an application for a conditional use permit for an electric vehicle storage facility. It was approved, but still has to go before the Planning Board. There was another case of Conservation Land coming up on the Exeter/Newfields line, but it will be in the \$1M range. Housing Advisory had a field trip planned, but the weather was terrible so it was postponed. She attended a Hazards Mitigation meeting. The Public Traffic and Pedestrian Study group met, and will meet again tomorrow. There is a survey up on the town website and there will be a public input session on Wed October 4 from 6:30 - 7 PM. She attended a Planning Board meeting

where a Planet Playground lot line adjustment was approved. This Thursday at the Planning Board Mr. Sharples will be presenting.

- b. Ms. Gilman had a Historic District Commission meeting. They heard three

The within conveyance is a transfer to a New Hampshire municipality and is therefore exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2(I) and exempt from the LCHIP surcharge pursuant to RSA 478:17-g(II)a.

**CONSERVATION EASEMENT DEED  
and DEED RESTRICTION**

I, **Bernhard Mueggler**, as **Trustee of the EDELWEISS II TRUST**, u/t/d dated **November 19, 2015**, and **Bernhard Mueggler**, **individually**, a single person, both with a mailing address of 142 Powder Mill Road, Town of Exeter, County of Rockingham, State of New Hampshire, 03833 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with **WARRANTY** covenants, grant in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 247 North River Road, Town of Epping, County of Rockingham, State of New Hampshire, 03042, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 156.12 acres, situated on Powder Mill Road in the Towns of Exeter, Kensington, and East Kingston, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix

“A” attached hereto and made a part hereof and shown on a survey plan (the “Survey Plan”) entitled “Conservation Easement Plan, East Kingston Tax Map 17 Lot 3-2, Exeter Tax Map 113 Lot 3&5, Kensington Tax Map 16 Lot 4&5” prepared by S&H Land Services, dated July 2<sup>nd</sup>, 2024, and recorded at the Rockingham County Registry of Deeds as Plan [REDACTED], and

together with the Deed Restriction hereinafter described in Section 20 below with respect to that certain area of land with any and all buildings, structures, and improvements thereon, consisting of approximately 11.416 acres located adjacent to the Property, and shown and identified on the Survey Plan as the Exclusion Area (herein referred to as the “Exclusion Area”) as more particularly bounded and described in Appendix “A” attached hereto and made part hereof, and

with a **Third Party Right of Enforcement** therein, as further defined in Section 10 below and which shall exclude the area shown on the Plan as the “Reserved Rights Area”, granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES**, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302 (referred to herein as “**NHDES**” and otherwise hereinafter referred to as the “**Third Party Holder**”, which term shall include the Third Party Holders’ successors and assigns), and

an **Executory Interest**, as further defined in Section 9 “Executory Interests” below, for that portion of the Property located within the Town of Exeter, to the **TOWN OF EXETER**, a duly authorized municipal corporation acting by and through the **EXETER CONSERVATION COMMISSION**, an official commission of the Town of Exeter, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 10 Front Street, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, (hereinafter referred to as “Executory Interest Holder”, which term shall include the Executory Interest Holder’s successors and assigns; and together with the Towns of East Kingston and Kensington collectively referred to herein as the “Executory Interest Holders”, as the context may require); and

an **Executory Interest**, as further defined in Section 9 “Executory Interests” below, for that portion of the Property located within the Town of East Kingston, to the **TOWN OF EAST KINGSTON**, a duly authorized municipal corporation acting by and through the **EAST KINGSTON CONSERVATION COMMISSION**, an official commission of the Town of East Kingston, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 24 Depot Road, Town of East Kingston, County of Rockingham, State of New Hampshire, 03827, (hereinafter referred to as “Executory Interest Holder”, which term shall include the Executory Interest Holder’s successors and assigns; and together with the Towns of Exeter and Kensington collectively referred to herein as the “Executory Interest Holders”, as the context may require); and

an **Executory Interest**, as further defined in Section 9 “Executory Interests” below, for that portion of the Property located within the Town of Kensington, to the **TOWN OF KENSINGTON**, a duly authorized municipal corporation acting by and through the **KENSINGTON CONSERVATION COMMISSION**, an official commission of the Town of



Kensington, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 95 Amesbury Road, Town of Kensington, County of Rockingham, State of New Hampshire, 03833, (hereinafter referred to as “Executory Interest Holder”, which term shall include the Executory Interest Holder’s successors and assigns; and together with the Towns of Exeter and East Kingston collectively referred to herein as the “Executory Interest Holders”, as the context may require). with a **Third Party Right of Enforcement** therein, as further defined in Section 10 below and which shall exclude the area shown on the Plan as the “Reserved Rights Area”, granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES**, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302 (referred to herein as “**NHDES**” and otherwise hereinafter referred to as the “**Third Party Holder**”, which term shall include the Third Party Holders’ successors and assigns),

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report with the original on file with the Grantee and a copy provided to the Grantor and with additional copies provided to the Executory Interest Holders and the Third Party Holder.

This Easement has been conveyed as a condition of a \$500,000 financial assistance grant award from the New Hampshire Drinking Water and Groundwater Trust Fund pursuant to NH RSA 485-F, administered by the New Hampshire Department of Environmental Services (“**NHDES**”) for the acquisition and protection of the Property, and accordingly, the Grantee shall henceforth provide annual stewardship reports to **NHDES** meeting the requirements set forth in NH Administrative Rule Env-Dw 1002.26.

## 1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the “Purposes”) for the public benefit:

- A. The protection, sustainable use, and quality of ground water and surface water resources on and under the Property which are all within the Exeter River Watershed; and the protection of the functional values of wetlands, vernal pools, streams, and riparian areas on and under the Property, and of the ecological integrity of said water resources, and of the quality and sustainable yield of ground water and surface water resources as the Property lies within the watershed and Source Water Protection Area for the Exeter River which serves as a primary water supply for the Town of Exeter and other municipalities; and
- B. The conservation and protection of open spaces, particularly the conservation of the productive farm and forest land of which the Property consists and the long-term protection of the Property’s capacity to produce economically valuable agricultural and forestry products through the conservation of approximately forty-eight and zero tenths (48.0) acres of statewide important farmland soils, and of the approximately fifty and eight-tenths (50.8) acres of Group IA important forest soils and thirty-nine and six tenths

(39.6) acres of Group IB important forest soils, all as identified by the Natural Resources Conservation Service; and

- C. The enlargement and enhancement of nearby conservation land that includes, but is not limited to the following conservation properties: the approximately 46-acre Matthew Blunt Conservation Easement held by the Rockingham County Conservation District; the approximately 67-acre Asset Title Holding Company Conservation Easement held by SELT; and an approximately 577-acre block of other conserved lands; and
- D. The protection of the wetland and upland wildlife habitats on the Property, including approximately thirty-two and five tenths (32.5) acres of “Highest Ranking Habitat in the State”, fifty-six and zero tenths (56.0) acres of “Highest Ranking Habitat in Biological Region”, and fifty and six tenths (50.6) acres of “Supporting Landscape”, all as identified by the NH Department of Fish & Game in its 2020 NH Wildlife Action Plan;
- E. The protection of the natural habitat of state designated, threatened, endangered and species of greatest conservation need that occur and may occur in the future on the Property; the protection of any known or potential exemplary natural communities that occur or may occur in the future on the Property; and the protection of rare or vulnerable forest and wetland communities that occur or may occur in the future on the Property; and
- F. The scenic enjoyment of the general public as viewed from the approximately four hundred and fifty-five and thirty-three tenths (455.33) feet of undeveloped frontage along Powder Mill Road.

The above Purposes are consistent with:

The clearly delineated open space conservation goals as stated in the 2018 Master Plan of the Town of Exeter which states “Tracts of farmland provide a link to Exeter’s past, but also opportunities to be part of a renewed focus in local agriculture across the nation...” (Exeter Master Plan 2018, page 5) and further “Purchasing land (or development rights) is an effective strategy for protecting water resources. These preserved areas help to safeguard clean water, mitigate flooding, and filter pollutants” (Exeter Master Plan 2018, page 26). The Purposes are also consistent with the conservation goals and objectives as stated in the 2012 Town of Exeter Natural Resources Inventory and Conservation Strategy, which states “Planning and additional strategic land conservation work at this critical stage can direct these pressures towards redevelopment of the existing built-out areas of the community, help reduce further sprawl, and move new development toward the least valuable natural resource areas.” (2012 Exeter NRI, page 28). The Property is within an area highlighted as Exeter River Natural Resource Focus Area, one of the areas considered “resource risk areas and priority areas for conservation activity (2012 Exeter NRI, page 25); and

The clearly delineated open space conservation goals as stated in the 2007 East Kingston Master Plan which states “Preserve the most important natural resources identified by the Conservation Commission” (East Kingston Master Plan, Visions and Goals Chapter) and further “Support

conservation measures to preserve environments which can promote agriculture activity (East Kingston Master Plan, Agriculture and Conservation Chapter). The Purposes are also consistent with the conservation goals and objectives as stated in the 2021 Town of East Kingston Natural Resources Inventory, which identifies the portion of the Property in East Kingston as the fifth largest parcel in town and recommends prioritizing “Properties of significant size...Open parcels that abut wetlands or other lands already held in permanently conservation status...Properties with state and regional significant wildlife habitat...Properties with wildlife corridors” (2021 East Kingston NRI, page 12); and

The clearly delineated open space conservation goals as stated in the 2011 Kensington Master Plan which states “Connect conservation land throughout town...Preserve and protect open space...Protect Kensington’s water, forested land, farm and historical assets...Protect aquifers and drinking water sources in town” (2011 Kensington Master Plan, Visioning Chapter). The Purposes as also consistent with the conservation goals and objectives states in the 2014 Town of Kensington Natural Resources Inventory, which recommends “Identify forestland abutting brooks, streams and ponds for conservation as these forests play an important role in protecting water quality and quantity, and wildlife habitat” (2014 Kensington NRI, page 22).

These Purposes are also consistent with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities or improvements, except Agriculture, Agritourism, and Forestry, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities. Further, no acts or uses shall occur on the Property that would degrade the water quality such that the standards for public drinking water by NHDES would be threatened; or cause an unsustainable quantity of water to be withdrawn; or harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Fish and Game Department, the New Hampshire Natural Heritage Bureau, or the agency(ies) then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities.

**i. Description of Agriculture, Agritourism, and Forestry**

- a. **Agriculture:** For the purposes hereof, “Agriculture” shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees; and the processing, packaging, marketing and sale of products produced or partially produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement. A farm roadside stand is a permissible agricultural use, subject to the impervious surface limitation in Section 2.C.i.b. below, and provided that at least thirty-five (35) percent of the product sales in dollar volume are attributable to products produced on the Property.
- b. **Agritourism** – For the purposes hereof, “Agritourism” or “agritourism” shall include any practice on the farm incidental to, or in conjunction with, Agriculture to attract visitors to the farm to attend events and activities that are accessory uses to the primary farm operation, including, but not limited to, eating a meal, overnight stays, enjoyment of the farm environment, education about farm operations, or active involvement in the activity of the farm, all as not detrimental to the Purposes of this Easement.
- c. **Forestry:** For the purposes hereof, “Forestry” shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this Easement.
  1. **Commercial Forestry:** For the purposes hereof, “Commercial Forestry” shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions.
  2. **Non-commercial Forestry:** For the purposes hereof, “Non-commercial Forestry” shall include non-commercial timber stand improvement activities, wildlife habitat improvement, and the small-scale cutting or harvesting of wood products for the domestic use of the Grantor, such as clearing trees to maintain the edge of a field, thinning the forest stand to maintain a view, or cutting firewood for domestic consumption. Non-commercial Forestry shall not include activities conducted for the contemporaneous production of sale proceeds or other consideration.

**ii. Requirements for Agriculture and Agritourism:**

- a. Agriculture and Agritourism shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property, and shall not be detrimental to the Purposes of the Easement. For references on best management practices, see UNH

Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active, along with the following publications or as these publications may be specifically updated or superseded:

- “Manual of Best Management Practices for Agriculture in New Hampshire,” New Hampshire Department of Agriculture, Markets and Food, reprinted in 2017; and
  - “Best Management Wetlands Practices (BMWPs) for Agriculture,” New Hampshire Department of Agriculture, Markets & Food, 2019.
- b. A one-hundred foot (100’) vegetative buffer (“Agricultural Buffer Area”) shall apply for agricultural activities and operations within and adjacent to perennial or intermittent streams and rivers, hereinafter referred to collectively as “water body or water bodies.” The distance of the buffer shall be measured from the edge of the normal high-water mark of the water body. Within the Agricultural Buffer Area there shall be no grazing or pasturing of animals, application of pesticides or fertilizers, spreading of manure, or plowing or tilling of the soil.
- c. **Agriculture Plan:** All Agricultural and Agritourism activities occurring on the Property shall be performed, to the extent reasonably practicable, in accordance with the Agriculture Plan, which shall be prepared by the Grantor, a copy of which shall be provided to the Grantee. The Grantor and Grantee acknowledge that the Agriculture Plan’s purpose is to guide the activities allowed under this Section in compliance with this Easement, and that the actual activities will determine compliance therewith.

The Agriculture Plan shall:

- Include a list of the broad types of Agriculture (e.g., crops, pasture, hay production, orchard, etc.) and Agritourism (e.g., activities, events, education, etc.) expected to occur on the Property.
- Include a map that delineates the general area(s) of the Property where Agriculture and Agritourism are expected to occur and the area(s) where parking, structures, whether permanent (e.g. barns, sheds, etc.) or temporary, (e.g. portable toilets, tents, etc.), and other activities are expected to occur.
- Include a map that delineates the Agricultural Buffer Area, defined in above Section 2.A.ii.b, and address how said buffer(s) will be maintained.
- Be prepared in compliance with the terms of this Easement.
- Have been prepared not more than ten (10) years prior to the date any Agriculture or Agritourism is expected to commence.

- If the Agriculture Plan is more than ten (10) years old, or in the event the Agriculture or Agritourism uses or areas change materially from what is described in the Agriculture Plan, the Agriculture Plan shall be reviewed and updated by the Grantor and the updated copy provided to the Grantee prior to any changes taking place.

**iii. Requirements for Forestry:** Any and all Commercial and Non-commercial Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:

- “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” (N.H. Division of Forests and Lands, 2016); and
- “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (New Hampshire Forest Sustainability Standards Work Team, 2010), or similar successor publications.

**iv. Requirements for Commercial Forestry:** In addition to the requirements outlined in Section 2.A.iii. above, Commercial Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the ecological, aesthetic, wildlife, or other non-timber values are important components of the forest. To the extent reasonably practicable, forestry shall meet the following goals:

- a. The goals are:
  - maintenance of soil productivity;
  - protection of water quality, wetlands, and riparian zones;
  - maintenance or improvement of the overall quality of forest products;
  - conservation of scenic quality;
  - protection of significant or fragile natural areas;
  - protection of significant historic and cultural features; and
  - conservation of native plant and animal species.
- b. Any and all Commercial Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- c. Said Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to the date

of harvest.

- d. Said Forest Management Plan shall include a statement of landowner objectives, and shall specifically address:
    - the accomplishment of those Purposes for which this Easement is granted;
    - the goals in Section 2.A.iv.b. above; and
    - the protection of the water quality in the intermittent tributaries to the Exeter River, as well as minimizing disturbance around all wetlands.
  - e. At least thirty (30) days prior to any commercial timber harvest, the Grantee shall have received from the Grantor a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that the Forest Management Plan, as defined in 2.A.iv, b-d, above, has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the Forest Management Plan itself to Grantee within ten (10) days of such request, but acknowledges that the Forest Management Plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
  - f. Timber harvesting with respect to any Commercial Forestry shall be conducted in accordance with said Forest Management Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- B. The Property shall not be subdivided and none of the individual tracts which together comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. The following provisions shall apply to structures or improvements on the Property:
- i. No structure or improvement shall be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, above, or below the Property, except for structures and improvements which:
    - a. Assist in the accomplishment of agriculture, agrotourism, forestry, conservation, public drinking water supply, habitat management, outdoor education or outdoor recreation on the Property, which may include but shall not be limited to: permeable roads, dams, fences, bridges, culverts, barns, maple sugar houses, farm stands, trails, boardwalks or sheds; and
    - b. Do not cause the total impervious surface coverage of the Property to exceed two percent (2%) of the Property's overall size, or 3.12 acres; for the purposes of this restriction, impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property. Impervious surfaces

include, but are not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Notwithstanding the foregoing, impervious surfaces shall specifically exclude bridges; boardwalks; culverts; temporary impervious surfaces not in place year-round such as row covers for agricultural crops or portable shelters for livestock, tents and awnings; and roadways or other improvements established on the Property by third parties exercising lawful rights obtained prior to the date of this Easement; and

- c. Are not detrimental to the Purposes of this Easement.
  - ii. Prior to the Grantor's construction, placement, introduction, enlargement, or relocation of any structure with a footprint exceeding two hundred and fifty (250) square feet, the Grantor must obtain written approval of the same from the Grantee. The footprint of any roofed structure shall include the area within the dripline. For an enlargement of a structure, the square footage calculation under this provision shall only be the enlargement and shall not include the original structure.
    - a. At least forty-five (45) days prior to the commencement of any such construction, placement, introduction, enlargement, relocation, or on-site preparation therefor including but not limited to land clearing, the Grantor shall provide the Grantee with written notice with details of said structure including but not limited to scope, size, and location, and method and timing of said construction/installation. Within thirty (30) days after Grantee's receipt of such notice, the Grantee shall inform the Grantor in writing of its approval, approval with conditions, or disapproval of the proposed structure, such approval not to be unreasonably withheld. Any disapproval shall specify the reasons therefor.
  - iii. Notwithstanding the above provisions of this Section 2.C., there shall not be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, under, or above the Property any of the following structures or improvements, including any portion thereof: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, underground petroleum/gas storage tank, tennis court, swimming pool, athletic field, golf course, indoor riding arena, tower, or aircraft landing area.
- D. There shall be no removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the public drinking water supply, agricultural, agritourism, forestry, conservation, habitat management, outdoor educational, or outdoor recreational uses of the Property; and
  - ii. provided that any excavation activities will have a limited and localized impact on the Property, as determined at the sole discretion of the Grantee, and shall not be



irremediably destructive of or detrimental to the Purposes of this Easement, and that any excavation areas affected hereby shall be regraded and restored to its natural condition and appearance within a reasonable time after cessation of use permitted by this Section 2.D; and

- iii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency(ies) then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
- iv. in no case shall any gravel, sand, topsoil, or other similar materials be sold commercially, or be removed from the Property, except removal and sale of stones as part of and incidental to allowed Agricultural uses of the Property is permitted.
- v. does not degrade the quality and sustainable yield of ground and surface water resources associated with the Property.
- vi. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 16 square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining or quarrying (“Mining”) of surface or subsurface oil, gas, or other minerals (“Minerals”), all as defined in NH RSA 12-E:1 VII, VIII and IX, from on or under the Property.
- G. There shall be no dumping, accumulation, injection, burning, or burial on the Property of man-made materials, waste generated off the Property, or materials then known to be environmentally hazardous.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee in consultation with the Third Party Holder, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Grantor shall not operate or grant permission to operate motorized vehicles on the

Property, except as allowed in Sections 3.A and 3.B. below.

- J. No substances that would be hazardous waste if discarded or abandoned shall be disposed of on the Property, and no such substances shall be stored or applied on the Property except in conjunction with any public drinking water supply, agricultural, forestry, or outdoor recreational activities that are allowed in Section 3, and provided that the storage and use do not threaten water supply protection.
- K. No acts or uses shall occur on the property that would degrade the water quality such that the standards set for public drinking water by NHDES would be threatened; cause an unsustainable quantity of water to be withdrawn; or harm state or federally recognized rare, threatened, or endangered species.
- L. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or land use regulation with respect to the development of any other property.
- M. Failure of the Grantee to take action upon a request for approval or notify the Grantor of its approval or denial for any provision that requires the Grantee's approval in this Section 2 shall in no way constitute or be interpreted as approval by the Grantee.

### 3. RESERVED RIGHTS

The Grantor hereby reserves all other customary rights and privileges of ownership, including the right to privacy and to carry out all regular agricultural and forestry activities that are not otherwise prohibited by the restrictions set forth in this Easement or detrimental to the Purposes of this Easement, unless specifically excepted in the above Section 2 "Use Limitations" or this Section 3 "Reserved Rights".

- A. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, including but not limited to emergency rescue operations, forestry, agriculture, agritourism, public drinking water supply, habitat management, outdoor educational management, outdoor recreational management, and to control or remove non-native or invasive species.
- B. The Grantor also reserves the right to operate, through takeoff or landing, a helicopter for noncommercial recreational and personal use on the Property with said operation only occurring in case of emergency circumstances due to changing weather patterns that would prohibit operating said aircraft within the Exclusion Area. This provision is an exception to Section 2.I and otherwise will not be detrimental to the Purposes of the Easement. This Reserved Right shall extinguish upon transfer or conveyance of the Property from the original Grantor, Bernhard Mueggler, as Trustee of the Edelweiss II Trust, u/d dated November 19, 2015, to another party other than Bernhard Mueggler, Jill Rider, Christopher C. Rider, or a trust for which Bernhard Mueggler, Jill Rider, or Christopher C. Rider is a trustee. If the Property is transferred or conveyed to Bernhard Mueggler, Jill Rider, or Christopher C. Rider, this Reserved Right Section 3.B shall extinguish upon transfer or

conveyance of the property from Bernhard Mueggler, Jill Rider or Christopher C. Rider to another party and all terms and provisions of the Conservation Easement shall then be in force.

- C. The Grantor reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public drinking water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. "Sustainable yield" shall mean that rate of annual water withdrawal that can be replenished from the aquifer on an annual basis, based on well recovery rates. Withdrawal or removal of groundwater for private commercial purposes not served by a public water system is expressly prohibited.
- a. Test Wells for Groundwater Withdrawals: Prior to drilling test wells on the Property, the Grantor shall submit a Test Well Site Plan to the Grantee for review and approval as outlined below. Said plan shall identify the proposed locations and access for the test wells and identify the steps to be taken to minimize damage to the Property and Purposes of this Easement. The Grantor shall include in the Test Well Site Plan a restoration plan that addresses the impacts associated with the test wells and associated improvements.
  - b. The Grantee shall limit its review of the Test Well Site Plan to the proposed access and restoration plan components and either approve, approve with conditions, or deny those components of the Test Well Site Plan within thirty (30) days of receipt of the request. The Grantee shall not unreasonably withhold such approval.
  - c. The Grantor is encouraged to communicate regularly and openly with the Grantee as it develops its Test Well Site Plan.
  - d. In the event that after two (2) years from the date of installation of the test wells the Grantor has not submitted a Construction Proposal per Env-Dw 404.02, as may be amended, to the State of New Hampshire, then the Grantor shall initiate the restoration plan and complete it within six (6) months. The Grantor may request extensions from the Grantee for implementing and completing the restoration plan which the Grantee may grant at its discretion.
- ii. Facilities and Improvements: For the purposes hereof, permitted activities in conjunction with a Public Drinking Water System or groundwater withdrawal development project providing a public drinking water system, shall consist of the installation, maintenance, monitoring, and replacement of test wells, long-term water production wells, monitoring wells, monitoring stations, pumping stations, and ancillary improvements such as but not limited to permeable-surface roads, signs, electric utilities necessary to power the pumps and related equipment, pipes, conduits, and security facilities, but only if they are required to be located on the Property. To the extent that said facilities and improvements must be located on the Property, those facilities and improvements shall, to the maximum

extent possible, be located so as to minimize the impact to and disturbance of the Property and the Purposes of this Easement, and are subject to the prior written approval of the Grantee, as outlined below. Other major facilities including, but not limited to, storage tanks, shipping facilities, non-permeable pavement, and office and laboratory facilities for employees shall not be located within the Property.

- a. Prior to submitting a Construction Proposal per Env-Dw 404.02, as may be amended, for approval by the appropriate State of New Hampshire agency, the Grantor shall submit to the Grantee for approval the following information and plans (hereinafter, collectively referred to as "Site Plans") in appropriate format (e.g., documents, maps, plans, specifications, and designs) sufficient to identify the location and design of any proposed facilities or improvements on the Property, including but not limited to temporary or permanent well sites, pumping stations, and ancillary improvements such as but not limited to access ways/roads, signs, electric utilities, pipes, conduits, and security facilities and the provisions to minimize disturbance and impacts to the Property and Purposes of this Easement during and after installation and operation of the ground water withdrawal development project for the public water system.
  - b. The Grantee shall approve, approve with conditions, or deny the proposed Site Plans in writing within sixty (60) days of its receipt and base its decision on the impacts to the Property and the Purposes of this Easement. The Grantee shall not unreasonably withhold such approval.
  - c. The Construction Proposal submitted to the State of New Hampshire shall accurately reflect the Site Plans approved by the Grantee.
  - d. Upon completion of the ground water withdrawal development project, the Grantor shall submit an "as built" Site Plan to the Grantee.
  - e. Any proposal to expand, enlarge or relocate facilities and improvements related to groundwater withdrawal shall require the approval of the Grantee in accordance with the process and procedure in Section 3.C.ii.a-d above. This provision does not apply to increases in water withdrawal rates or amounts or to maintenance or repair of said facilities and improvements.
  - f. If the groundwater wells and associated facilities and improvements are no longer used and there is no feasible plan for their eventual reuse, the Grantor shall undertake the restoration of the site in consultation with the Grantee.
- iii. Compliance with Law: Activities taken by the Grantor in execution of the groundwater withdrawal right herein shall comply with all federal, state and local requirements, including but not limited to requirements associated with public

drinking water supply, water withdrawals, and groundwater discharges, and the Grantor shall obtain any associated and requisite approvals from said agencies and abide by the conditions of said approvals.

- iv. The Grantor shall provide to the Grantee a copy of any application for renewal, and any subsequent approval by the State, of the groundwater withdrawal permit.

This provision is an exception to Section 2, "Use Limitations" above.

- D. Commercial Outdoor Educational Activities: Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct outdoor commercial educational activities on the Property, including but not limited to the hosting of school or youth groups, youth summer and vacation programs, and family, community, and adult education programs. Grantor or its designee(s) reserves the right to collect nominal fees for such sponsored commercial outdoor educational activities; however, the Grantor or its designee(s) shall not charge fees or admission to the general public for access to the Property for allowed uses as otherwise provided in this Easement that are independent of Grantor's said commercial outdoor educational activities. The conduct of such commercial outdoor educational activities shall not be detrimental to the Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved right.
- E. Commercial Outdoor Recreational Activities: Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct commercial outdoor recreational activities on the Property, including but not limited to bicycle or pedestrian trail races, passive recreation programs (such as birding tours), or other organized commercial outdoor recreational events. Grantor or its designee(s) reserves the right to collect nominal fees for such sponsored commercial outdoor recreational activities; however, the Grantor or its designee(s) shall not charge fees or admission to the general public for access to the Property for allowed uses as otherwise provided in this Easement that are independent of Grantor's said commercial outdoor recreational activities. The conduct of such commercial outdoor recreational activities shall not be detrimental to the Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved right.
- F. The Grantor reserves the right to construct and maintain renewable energy structures on the Property for the purpose of generating energy for the agriculture, agritourism, forestry, public drinking water supply, conservation, habitat management, outdoor recreational or outdoor educational uses on the Property or for those same uses as well as for residential use within the Exclusion Area and on abutting land if owned by the Grantor, provided said renewable energy structures are sized only to service the energy needs of the Property, Exclusion Area, and abutting land if owned by the Grantor. Renewable energy structures must be built and maintained according to the impervious surface limitations outlined in Section 2.C.i.b. and the notification requirements outlined

in Section 2.C.ii.a. of this Easement. The Grantor may sell excess power generated by said renewable energy structures. This provision is an exception to the limitation on commercial activities under Section 2.A. and uses of structures under Section 2.C.i.a above.

- G. The Grantor reserves the right to relocate, maintain, repair, and replace the existing driveway from Powder Mill Road to the Exclusion Area shown on the Survey Plan as “Gravel Driveway”(the “Driveway”), and to use the Driveway for access to and from the Exclusion Area by motorized vehicles or by foot. In connection therewith, the Grantor reserves the right to maintain, repair, and replace existing culverts, bridges (if any) and install new culverts and bridges for said driveway.
- i. The Grantor shall submit to the Grantee, not less than sixty (60) days prior to Grantor’s proposed maintenance, repair, relocation, or replacement of said Driveway that includes the widening, paving, enlarging, or expanding the footprint of said Driveway, for Grantee’s approval, a written description of the proposed Driveway work, including size, extent, location, timing, and method of construction or expansion. Within forty-five (45) days after Grantee’s receipt of such submission, the Grantee shall approve, approve with conditions, or disapprove in writing and shall so inform the Grantor. Said approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefor.
  - ii. Any paving of the Driveway shall be subject to the impervious surface limits set forth in Section 2.C.i.b.
  - iii. Notwithstanding Section 3.G.i. above, in the case of an emergency requiring maintenance, repair, relocation, or replacement, of said Driveway and/or its associated culverts and bridges (if any), which cannot be delayed for the above-mentioned notice period due to the circumstances, Grantor shall not be required to provide the Grantee with prior written notice, but shall provide the Grantee with written notice within five (5) calendar days after the initiation of emergency maintenance, repair, or replacement of said Driveway, culverts and/or bridges in-kind.

This Reserved Right is an exception to the limitations and requirements stated in Sections 2.C., 2.D, and 2.E

- H. The Grantor reserves the right to maintain, repair, replace, relocate, upgrade, or install new or existing above ground and underground utilities passing across and under the Property to serve the Exclusion Area, including but not limited to water, telephone, electric, gas, and cable and any poles/transformers/equipment/enclosures associated with said utilities. The approximate location of the existing utilities is shown on the Survey Plan as “Overhead Wires”. Said utilities shall only serve approved activities and uses on the Property, or the uses and/or structures within the Exclusion Area.

- i. Any replacement, relocation, upgrade, extension or burial underground shall require Grantee approval. At least forty-five (45) days before the initiation of the proposed activity, the Grantor shall provide the Grantee with written information such as a description of the proposed activity, location, and any other relevant information sufficient to identify and evaluate the activity to determine if the activity is consistent with and not detrimental to the Purposes of this Easement. The Grantee shall approve, approve with conditions, or disapprove within thirty (30) days of receipt of the Grantor's written request. Approval not to be unreasonably withheld.
  - ii. In the case of an emergency requiring maintenance, repair, or replacement of said utilities, which cannot be delayed for the above-mentioned notice period due to the circumstances, Grantor shall not be required to provide the Grantee with prior written notice but shall provide the Grantee with written notice within five (5) calendar days after the initiation of emergency maintenance, repair, or replacement of said utilities.
  - iii. This provision is an exception to Section 2.C, above.
- I. The Grantor reserves the right to create, rehabilitate and/or repair ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the Natural Resources Conservation Service or other similar agency then active. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of this reserved right. This provision is an exception to Section 2.D above.
- J. The Grantor shall have the right to clear, construct, relocate and maintain trails for pedestrian and non-motorized, low impact outdoor recreational activities within and across the Property.
  - i. All trails shall be consistent with and not detrimental to the Purposes of this Easement and shall conform to best practices recommended by the State of New Hampshire and Appalachian Mountain Club or similar trail-maintaining organization (For reference, see Appalachian Mountain Club, The Complete Guide to Trail Building and Maintenance, 2017, 5th edition; and State of New Hampshire, Best Management Practices for Erosion Control During Trail Maintenance and Construction, 2017, or similar successor publications).
  - ii. The Grantor shall bear the cost of constructing, maintaining and repairing said trails.
  - iii. Included in this Section 3.J is the right to install benches, trail signage, bridges, culverts and other improvements commonly associated with recreational trail usage.
  - iv. The Grantor shall notify the Grantee in writing at least thirty (30) days before constructing new trails or relocating existing trails.

v. Are not detrimental to the Purposes of this Easement.

- K. The Grantor reserves the right to store vehicles solely within the area identified on the Survey Plan as the "Reserved Rights Area" for commercial purposes, including but not limited to cars, trucks, and/or recreational vehicles, provided said vehicles do not leak petroleum or other hazardous substances on the ground to the extent that the use degrades or could degrade the soil or the water quality such that the standards for public drinking water by NHDES would be threatened. This Reserved Right shall extinguish upon transfer or conveyance of the Property from the original Grantor, Bernhard Mueggler, as Trustee of the Edelweiss II Trust, u/d dated November 19, 2015, to another party other than Bernhard Mueggler, Jill Rider, Christopher C. Rider, or a trust for which Bernhard Mueggler, Jill Rider, or Christopher C. Rider is a trustee (hereinafter individually or as a trustee collectively referred to as Bernhard Mueggler, Jill Rider or Christopher C. Rider). If the Property is transferred or conveyed to Bernhard Mueggler, Jill Rider, or Christopher C. Rider, this Reserved Right shall extinguish upon transfer or conveyance of the property from Bernhard Mueggler, Jill Rider, or Christopher C. Rider to another party and all terms and provisions of the Conservation Easement shall then be in force in said "Reserved Rights Area." This provision is an exception to Section 2.A, above.
- L. The Grantor reserves the right to permit or prohibit public access, fishing, and hunting on and from the Property without prior consent or notification of the Grantee.
- M. Failure of the Grantee to take action upon a request for approval or notify the Grantor of its approval or denial for any provision that requires the Grantee's approval in this Section 3 shall in no way constitute or be interpreted as approval by the Grantee.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing or via email within ten (10) days of offering the Property for sale. In addition, the Grantor agrees to notify the Grantee in writing or via email at least ten (10) days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the conservation purposes of



this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. Grantee shall have the right to place, maintain, and replace signs on the Property as follows:
  - i. Signs or boundary markings (e.g., blazes) to facilitate inspection of the Property and to identify the Property as conservation land protected by the Grantee, said signs or boundary markings located along the Property's boundaries with each sign not exceeding thirty (30) square inches in size.
  - ii. Signs along the Property's maintained public road frontage to identify to the public that the Property is conserved land and to recognize funding entities who contributed funding toward the conservation of the Property, as may be required. Said signs shall be located at a visible location on the Property, said location to be mutually agreed upon by the Grantor and Grantee. The Grantee shall be responsible for ensuring that said sign(s) conform with applicable local, state, and federal regulations and shall bear the cost of installation.

7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Epping, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

- C. If the parties agree to bypass mediation or mediation does not resolve the disagreement, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.
- D. Notwithstanding the availability of mediation to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.
- E. In the event of a dispute involving the Third Party Holder, the provisions of Paragraph B of this Section 7 shall not apply.

8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation

features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

- F. The Grantee's rights under this Section, "Breach of Easement...", apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement...", both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.
- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth

movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

#### 9. EXECUTORY INTERESTS

- A. If the Grantee ceases to exist or ceases to function as a qualified organization as specified in this Easement, then, at the sole option and election of each Executory Interest Holder, the Easement as it pertains to the portion of the Property within the Executory Interest Holder's municipality shall immediately vest in, and shall be deemed to have been transferred and conveyed to the Executory Interest Holder(s) that elected to accept said Easement. In order to effectuate such vesting (if so elected by any or all of the Executory Interest Holders), each Executory Interest Holder that elect to effectuate such vesting shall record an affidavit with the Registry of Deeds which shall state: (a) that the Grantee has ceased to exist or has ceased to function as a qualified organization under said Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, as the case may be, (b) that said filing is made pursuant to the terms and conditions of this Easement, and (c) that the Grantee's interest in this Easement has vested in the Executory Interest Holder that has elected to effectuate such vesting.
- B. The interests held by each Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer.
- C. The responsibilities of the Grantee and East Kingston with respect to the bond funding obligations that pertain to and relate to this Easement are further described in a Letter of Agreement dated as of May 14th, 2024, as amended on February \_\_, 2025, copies of which are in the possession of both the Grantee and East Kingston.

#### 10. THIRD PARTY RIGHT OF ENFORCEMENT

- A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Grantee to enforce this Easement and be entitled to recover the costs of such enforcement from the Grantor or Grantee or both.
- B. The interests held by the Third Party Holder are assignable or transferable to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send

written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

#### 11. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

#### 12. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

#### 13. EXTINGUISHMENT & CONDEMNATION

The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantor, Grantee, Executory Interest Holders, and the Third Party Holder.

- A. **Extinguishment.** If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantor, Grantee, Executory Interest Holders, and the Third Party Holder shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 13.C. and 13.D. below. Each party shall be responsible for covering the expenses of its own actions. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of the Parties that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section 13.A.
- B. **Condemnation.** If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor, Grantee, Executory Interest Holders, and the Third Party Holder shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental

damages resulting therefrom. The amount of the proceeds to which the Grantor, Grantee, Executory Interest Holders, and the Third Party Holder shall be entitled shall be determined in accordance with Section 13.C. and 13.D. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement. Each party shall be responsible for covering the expenses of its own actions.

- C. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee and Executory Interest Holders, which, for the purposes of Sections 13.A. and 13.B. above, entitles them to compensation which shall be divided between the Grantor, Grantee, Executory Interest Holders, and the Third Party Holder in proportion to the value of their respective interests in that part of the Property extinguished, terminated, or condemned.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantor, Grantee, Executory Interest Holders, and the Third Party Holder stipulate that the fair market value of the Easement is eighty-one and one-tenth (81.1%) percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this Easement. The Proportionate Share will remain constant over time. Said percentage was obtained by dividing the appraised fair market value of the Property as of the creation of said Easement by the appraised fair market value of the Property unencumbered as of that same date. Said appraisal was prepared by Arol Charbonneau of Stark & Webster Valuations, LLC, a qualified appraiser licensed in the State of New Hampshire, with said appraisal having an effective date of May 25, 2023. Copies of said appraisal have been provided to the Grantor, Grantee, Executory Interest Holders, and the Third Party Holder.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee, Executory Interest Holders, and the Third Party Holder an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee, Executory Interest Holders, and the Third Party Holder.

D. **Allocation of Proceeds.** The allocation of the Proportionate Share between the Grantee, Executory Interest Holders, and the Third Party Holder be as follows: (a) to the Grantee or its designee, XX (XX%) percent of the Proportionate Share; (b) to the Town of Exeter or its designee, XX (XX%) percent of the Proportionate Share; (c) to the Town of East Kingston or its designee, XX (XX%) percent of the Proportionate Share; (d) to the Town of Kensington or its designee, XX (XX%) percent of the Proportionate Share; and (e) to the Third Party Holder or its designee, XX (XX%) percent of the Proportionate Share.

Until such time as Grantee, Executory Interest Holders, and the Third Party Holder,

receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee, Executory Interest Holders, and the Third Party Holder each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the Executory Interest Holders and the Third Party Holder for the amount of the Proportionate Share due each.

**E. Use of Proceeds for Conservation Purposes.** Grantee, Executory Interest Holders, and the Third Party Holder shall use their respective allocations of the Proportionate Share in a manner consistent with the conservation Purposes of this Easement.

#### 14. AMENDMENT

Grantor, Grantee, Executory Interest Holders, and Third Party Holder recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which an amendment to certain terms or restrictions of this Easement would be appropriate and desirable. To this end Grantor, Grantee, Executory Interest Holders, and Third Party Holder have the right to agree to amendments to this Easement in accordance with the provisions and limitations of this Section, the then-current policies of the Grantee, and applicable state and federal law. Any amendment: (a) shall be consistent with and not detrimental to the Purposes of this Easement; (b) shall not impair the conservation values of the Property protected by this Easement; (c) shall not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time; and, (d) shall not affect the perpetual duration of this Easement or the perpetual protection of its Purposes. Any request by Grantor for an amendment shall be in writing and shall describe the proposed amendment in sufficient detail to allow the Grantee and Executory Interest Holder to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this section shall require Grantee, Executory Interest Holders, and Third Party Holder to consider or negotiate any proposed amendment. Any amendment shall be executed by the Grantor, Grantee, Executory Interest Holder, and Third Party Holder, subject to review by the N.H. Attorney General's Office, Charitable Trusts Division as necessary, and shall be recorded in the Rockingham County Registry of Deeds.

#### 15. HOLD HARMLESS

The Grantor shall release, hold harmless, defend, and indemnify the Grantee, Executory Interest Holders, and Third Party Holder except as provided for in Section 8.J., from any and all liabilities including but not limited to injuries, losses, damages, judgments, costs, expenses and fees which the Grantee may suffer or incur as a result of, arising out of, or connected with: (A) the activities of the Grantor on the Property, other than those caused by the negligent acts or acts of misconduct by the Grantee; or (B) violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement by the Grantor in any way affecting, involving, or relating to the Property.

16. NO MERGER

This Easement is to last in perpetuity, and to that end, no conveyance by the Grantor of the underlying fee interest in the Property, or by the Grantee, or by the Executory Interest Holder of the Executory Interest, or by the holder of any other third-party interest in this Easement of its interest, to any other party holding an interest in the Property shall be deemed to extinguish or eliminate this Easement or any portion thereof under the doctrine of "merger" or any other legal doctrine.

17. GOVERNING LAW

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement especially in the case of any ambiguity in the meaning or interpretation of any terms or provisions of this Easement.

18. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in the Section "Benefits and Burdens," above, accepts and records the additional easement.

19. DISCRETIONARY CONSENT

Grantor and Grantee recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which some proposed activities may require the discretionary consent of the Grantor, as further described below. To this end, Grantee may exercise discretionary consent in accordance with the provisions and limitations of this Section, the then-current policies of the Grantee, and applicable state and federal law.

Any exercise of discretionary consent shall:

- be consistent with and not detrimental to the Purposes of this Easement;
- not impair the conservation values of the Property protected by this Easement;
- not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time; and
- not affect the perpetual duration of this Easement or the perpetual protection of its Purposes.

Any request by Grantor for discretionary consent shall be in writing and shall describe the activity for which consent is sought in sufficient detail to allow the Grantee to judge the consistency of the request and the proposed activity with the Purposes of this Easement.



Nothing in this Section 19 shall require Grantee to consider or negotiate any request for discretionary consent.

If the Grantor, Grantee, and Third Party Holder agree that any activity otherwise prohibited herein or not contemplated by the Easement is desirable, and if the Grantee determines, in its sole discretion that such activity (i) is not detrimental to the Purposes of the Easement and (ii) either enhances or does not impair the conservation values protected hereby; the Grantee may then consent to such activity only under the conditions and circumstances described above. The Grantee's consent to a proposed use or activity may be limited or restricted in time, locale or by ownership.

Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to consent to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities not otherwise allowed or provided in this Easement.

## 20. DEED RESTRICTION

For the benefit and in aid of the Easement granted hereby and running therewith, the Grantor hereby also grants to the Grantee the right to enforce the following Restriction with respect to the Exclusion Area as shown on the Plan and described in Appendix A:

- A. The Exclusion Area shall not be further divided, subdivided, or separately conveyed from the Property.
- B. The division, subdivision, or separate conveyance wholly within the boundaries of the Exclusion Area is prohibited.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 18<sup>th</sup> day of September, 2024.

GRANTOR: EDELWEISS II TRUST

\_\_\_\_\_  
Bernhard Mueggler, Trustee  
Duly authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD, ss.

On this 18<sup>th</sup> day of September, 2024, before me personally appeared Bernhard Mueggler, Trustee of the Edelweiss II Trust, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed of said Trust for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 18<sup>th</sup> day of September, 2024.

GRANTOR: BERNHARD MUEGGLER

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Bernhard Mueggler

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD, ss.

On this 18<sup>th</sup> day of September 2024, before me personally appeared Bernhard Mueggler, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

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Notary Public/Justice of the Peace  
My commission expires:

ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

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

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Brian Hart, duly authorized Executive Director of Southeast Land Trust of New Hampshire known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:  
TOWN OF EXETER

\_\_\_\_\_  
Niko Papakonstantis, Board of Selectman Chair, duly authorized      Date

\_\_\_\_\_  
Molly Cowan, Board of Selectman Vice Chair, duly authorized      Date

\_\_\_\_\_  
Julie Gilman, Board of Selectman Member, duly authorized      Date

\_\_\_\_\_  
Nancy Belanger, Board of Selectman Member, duly authorized      Date

\_\_\_\_\_  
Daniel Chartrand, Board of Selectman Member, duly authorized      Date

\_\_\_\_\_  
David Short, Conservation Commission Chair, duly authorized      Date

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **Niko Papakonstantis, Molly Cowan, Julie D. Gilman, Nancy Belanger, Daniel Chartrand,** being all of the members of the Town of Exeter’s Selectboard, duly authorized, and **David Short,** Chair of Exeter’s Conservation Commission, duly authorized, known to me, or satisfactorily proven, to be the people whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed of the Town of Exeter.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:  
**TOWN OF EAST KINGSTON**  
BY ITS SELECTBOARD

\_\_\_\_\_  
Chair, duly authorized Date

\_\_\_\_\_  
Vice Chair, duly authorized Date

\_\_\_\_\_  
Member, duly authorized Date

\_\_\_\_\_  
Member, duly authorized Date

\_\_\_\_\_  
Member, duly authorized Date

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared [names], being all of the members of the Town of Brentwood's Selectboard, duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed of the Town of East Kingston.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:  
TOWN OF KENSINGTON

\_\_\_\_\_  
Joe Pace, Board of Selectman Chair, duly authorized Date

\_\_\_\_\_  
Bob Solomon, Board of Selectman Member, duly authorized Date

\_\_\_\_\_  
Bob Gustafson, Board of Selectman Member, duly authorized Date

\_\_\_\_\_  
Pam Holland, Conservation Commission Chair, duly authorized Date

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **Joe Pace, Bob Solomon, Bob Gustafson**, being all of the members of the Town of Kensington's Selectboard, duly authorized, and **Pam Holland**, Chair of Kensington's Conservation Commission, duly authorized, known to me, or satisfactorily proven, to be the people whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed of the Town of Kensington.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

**THIRD PARTY RIGHT OF ENFORCEMENT ACCEPTED: STATE OF NEW HAMPSHIRE, acting through its DEPARTMENT OF ENVIRONMENTAL SERVICES**

\_\_\_\_\_  
Robert R. Scott, Commissioner  
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **Robert R. Scott**, Commissioner of the New Hampshire Department of Environmental Services, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:



**APPENDIX A**  
**Property Boundary**

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon situated on Powder Mill Road, so-called, in the Towns Exeter, Kensington, and East Kingston, County of Rockingham, State of New Hampshire, consisting of approximately 156.124 acres, shown on a plan entitled "Conservation Easement Plan, East Kingston Tax Map 17 Lot 3-2, Exeter Tax Map 113 Lot 3 & 5, Kensington Tax Map 16 Lot 4 & 5, prepared for: Southeast Land Trust of New Hampshire, Located at: 142 Powder Mill Road, Exeter, New Hampshire", prepared by S&H Land Services, LLC, said plan dated July 2, 2024 recorded at [REDACTED] at the County Registry of Deeds (hereafter "Plan"), and more particularly bounded and described as follows:

Beginning at a 5/8" rebar found up 4" on the southwesterly line of Powder Mill Road, in the Town of Exeter, at the northeast corner of the herein described easement, said point being at the northwesterly corner of land of Scott L. Whitmore;

thence S 63°38'10" W a distance of 51.31' along land of Scott L Whitmore to a 5/8" iron rod found up 3" in a stone wall;

thence S 10°05'07" E a distance of 209.95' along land of said Scott L. Whitmore, and along said stone wall to a drill hole found;

thence S 06°14'49" E a distance of 82.57' along land of said Scott L. Whitmore, and along said stone wall to a point at the northerly line of the town of Kensington;

thence S 06°14'49" E a distance of 127.16' along land of said Scott L. Whitmore, and along said stone wall to a drill hole found;

thence S 00°40'06" E a distance of 92.86' along land of said Scott L. Whitmore, and along said stone wall to a 5/8" iron rod found up 3" at land of Chase Realty Trust;

thence S 00°24'22" E a distance of 193.43' along land of said Chase Realty Trust, and along said stone wall to a drill hole found;

thence S 01°21'11" E a distance of 187.53' along land of said Chase Realty Trust, and along said stone wall to a point;

thence S 00°15'18" E a distance of 96.60' along land of said Chase Realty Trust, and along said stone wall to a drill hole found;

thence S 00°16'06" E a distance of 51.48' along land of said Chase Realty Trust, and along said stone wall to a drill hole found;

thence S 02°27'03" E a distance of 32.32' along land of said Chase Realty Trust, and along said

stone wall to a point;

thence S 02°33'34" W a distance of 27.98' along land of said Chase Realty Trust, and along said stone wall to point;

thence S 00°26'36" E a distance of 71.08' along land of said Chase Realty Trust, and along said stone wall to a drill hole found at the end of said wall;

thence S 00°56'50" E a distance of 1247.46' along land of said Chase Realty Trust to a 4"x12" field stone bound found up 15" at land of the Town of Kensington;

thence N 89°14'34" W a distance of 323.32' along land of said Town of Kensington to a 12" hemlock w/ barbed wire;

thence N 89°59'14" W a distance of 153.75' along land of said Town of Kensington to a 12" maple w/ barbed wire;

thence S 88°26'50" W a distance of 356.91' along land of said Town of Kensington to a 1/2" rebar, found up 9";

thence S 00°11'26" E a distance of 545.24' along land of the Town of Kensington to a 5/8" rebar set up 7";

thence N 72°55'17" W a distance of 343.68' along land of the Town of Kensington to a 5/8" rebar set up 13";

thence N 80°45'51" W a distance of 78.63' along land of the Town of Kensington to a 5/8" rebar set up 9";

thence N 77°30'24" W a distance of 316.11' along land of the Town of Kensington to a 1/2" rebar found up 4" at the easterly line of the Town of East Kingston, and also being at land of Jeffrey A. & Susan L. Marston;

thence N 03°17'01" W a distance of 434.29' along land of said Jeffrey A. & Susan L. Marston, and along the East Kingston & Kensington town line to a 5/8" rebar set up 13";

thence S 86°48'59" W a distance of 620.76' along land of said Jeffrey A. & Susan L. Marston to a point;

thence S 85°29'31" W a distance of 189.68' along land of said Jeffrey A. & Susan L. Marston to a point;

thence S 86°38'25" W a distance of 272.99' along land of said Jeffrey A. & Susan L. Marston to a 20" apple tree;

thence S 83°35'43" W a distance of 108.96' along land of said Jeffrey A. & Susan L. Marston to

a point;

thence S 85°04'22" W a distance of 251.86' along land of said Jeffrey A. & Susan L. Marston to a point;

thence S 85°05'05" W a distance of 212.25' along land of said Jeffrey A. & Susan L. Marston to a point;

thence S 85°01'39" W a distance of 94.54' along land of said Jeffrey A. & Susan L. Marston to a 5/8" rebar set up 13";

thence S 87°57'53" W a distance of 75.08' along land of said Jeffrey A. & Susan L. Marston to a drill hole found at the beginning of the remains of a stone wall;

thence S 86°51'37" W a distance of 116.23' along land of said Jeffrey A. & Susan L. Marston, and along the remains of a stone wall to a drill hole found in a stone wall;

thence S 87°43'59" W a distance of 64.72' along land of said Jeffrey A. & Susan L. Marston, and along said stone wall to a drill hole found at the end of said wall at the Boston & Maine Railroad;

thence S 87°43'59" W a distance of 2.97' along the said Boston & Maine Railroad to a drill hole set;

thence with a curve turning to the right with an arc length of 127.00', a radius of 3144.17', a delta angle of 2°18'51", a chord bearing of N 18°12'22" E, a chord length of 126.99', along the said Boston & Maine Rail Road to a 5/8" rebar set up 5";

thence N 70°38'12" W a distance of 10.00' along the said Boston & Maine Railroad to a 5/8" rebar set up 1";

thence with a curve turning to the right with an arc length of 292.00', a radius of 3154.17', a delta angle of 5°18'15", a chord bearing of N 22°00'55" E, a chord length of 291.90' along the said Boston & Maine Railroad to a 5/8" rebar set up 9";

thence N 30°52'45" E a distance of 110.00' along the said Boston & Maine Railroad to a 5/8" rebar set up 6";

thence N 16°34'37" E a distance of 90.00' along the said Boston & Maine Railroad to a 5/8" rebar set up 8";

thence with a curve turning to the right with an arc length of 612.65', a radius of 3161.17', a delta angle of 11°06'15", a chord bearing of N 33°49'08" E, a chord length of 611.69', along the said Boston & Maine Railroad to a 5/8" rebar set up 7";

thence with a curve turning to the right with an arc length of 289.81', a radius of 11467.00', a delta angle of 1°26'53", a chord bearing of N 40°05'42" E, a chord length of 289.81', along the

said Boston & Maine Railroad to a 5/8" rebar set up 4";

thence N 40°49'09" E a distance of 986.53' along the said Boston & Maine Railroad to a 5/8" rebar set up 4";

thence N 55°55'43" E a distance of 103.58' along the said Boston & Maine Railroad to a 5/8" rebar set up 8";

thence N 40°49'09" E a distance of 52.30' along the said Boston & Maine Railroad to a point at the southerly Town of East Kingston and Town of Exeter town line;

thence N 40°49'09" E a distance of 147.70' along the said Boston & Maine Railroad to a 5/8" rebar set up 3";

thence N 49°21'00" E a distance of 101.12' along the said Boston & Maine Railroad to a 5/8" rebar set up 8";

thence N 40°49'09" E a distance of 200.00' along the said Boston & Maine Railroad to a 5/8" rebar set up 8";

thence N 18°02'12" E a distance of 108.46' along the said Boston & Maine Railroad to a 5/8" rebar set up 8";

thence N 40°49'09" E a distance of 279.62' along the said Boston & Maine Railroad to a 5/8" rebar set up 9" at land of Bruce M. & Timothy L. White;

thence S 32°50'21" E a distance of 17.66' along land of said Bruce M. & Timothy L. White to a drill hole set at the beginning of a stone wall;

thence S 32°50'21" E a distance of 45.64' along land of said Bruce M. & Timothy L. White, and along said stone wall to a point;

thence S 37°14'14" E a distance of 79.65' along land of said Bruce M. & Timothy L. White, and along said stone wall to a point;

thence S 32°47'32" E a distance of 59.93' along land of said Bruce M. & Timothy L. White, and along said stone wall to a point;

thence S 35°29'02" E a distance of 53.62' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence S 34°13'43" E a distance of 55.11' along land of said Bruce M. & Timothy L. White, and partly along said stone wall to a 5/8" rebar found w/ cap 825;

thence N 81°06'08" E a distance of 355.46' along land of said Bruce M. & Timothy L. White to a drill hole found at the beginning of a stone wall;

thence N 82°21'27" E a distance of 181.06' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found at the end of said stone wall;

thence N 77°10'28" E a distance of 52.66' along land of said Bruce M. & Timothy L. White to a drill hole found at the beginning of a stone wall;

thence N 76°37'21" E a distance of 28.44' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 53°52'30" E a distance of 21.82' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 74°39'27" E a distance of 47.95' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 85°12'47" E a distance of 72.55' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole set;

thence N 22°16'58" E a distance of 9.47' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole set;

thence N 30°44'28" E a distance of 78.34' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 44°33'35" E a distance of 73.78' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 56°30'22" E a distance of 87.71' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 46°21'07" E a distance of 25.83' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found at the southwesterly line of Powder Mill Road;

thence S 45°22'41" E a distance of 15.02' along the southwesterly line of Powder Mill Road, and along said stone wall to a drill hole set at the end of said stone wall;

thence S 57°08'44" E a distance of 52.62' along the southwesterly line of Powder Mill Road to a drill hole set at the beginning of a stone wall;

thence S 57°32'40" E a distance of 74.95' along the southwesterly line of Powder Mill Road, and along said stone wall to a drill hole found;

thence S 58°34'00" E a distance of 92.52' along the southwesterly line of Powder Mill Road, and along said stone wall to a drill hole found at the end of said stone wall;

thence S 44°00'58" E a distance of 88.35' along the southwesterly line of Powder Mill Road to a drill hole found at the beginning of a stone wall;

thence S 31°14'00" E a distance of 107.88' along the southwesterly line of Powder Mill Road, and along said stone wall to a drill hole found;

thence S 43°55'20" E a distance of 23.99' along the southwesterly line of Powder Mill Road, and along said stone wall to a 5/8" rebar found up 3";

thence S 50°02'12" E a distance of 76.78' along the southwesterly line of Powder Mill Road, and along said stone wall to the point of beginning.

Having an area of 6,800,793 square feet, 156.124 acres.

**Reserved Rights Area**

Included as part of said Conservation Easement is a Reserved Rights Area, more particularly described as follows:

Beginning at the northwesterly corner of the herein described Reserved Rights Area at a drill hole found at an intersection of stone walls on the southwesterly line of Powder Mill Road:

thence S 45°22'41" E a distance of 15.02' along the southwesterly line of Powder Mill Road, and along said stone wall to a drill hole set at the end of said stone wall;

thence S 57°08'44" E a distance of 52.62' along the southwesterly line of Powder Mill Road to a drill hole set at the beginning of a stone wall;

thence S 45°55'28" W a distance of 261.73' across land of the grantor to a 5/8" rebar set up 2";

thence S 71°20'31" W a distance of 565.58' across land of the grantor to a 5/8" rebar set up 5";

thence S 88°14'40" W a distance of 243.49' across land of the grantor to a 5/8" rebar set flush at the northwest corner of the Exclusion Area;

thence N 26°27'45" W a distance of 62.38' across land of the grantor to a 5/8" rebar set up 7";

thence N 13°22'19" E a distance of 30.72' across land of the grantor to a 5/8" iron rod found w/ cap 825 at land of Bruce M. & Timothy L. White;

thence N 81°06'08" E a distance of 355.46' along land of said Bruce M. & Timothy L. White to a drill hole found at the beginning of a stone wall;

thence N 82°21'27" E a distance of 181.06' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found at the end of said stone wall;

thence N 77°10'28" E a distance of 52.66' along land of said Bruce M. & Timothy L. White to a

drill hole found at the beginning of a stone wall;

thence N 76°37'21" E a distance of 28.44' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 53°52'30" E a distance of 21.82' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 74°39'27" E a distance of 47.95' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 85°12'47" E a distance of 72.55' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole set;

thence N 22°16'58" E a distance of 9.47' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole set;

thence N 30°44'28" E a distance of 78.34' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 44°33'35" E a distance of 73.78' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 56°30'22" E a distance of 87.71' along land of said Bruce M. & Timothy L. White, and along said stone wall to a drill hole found;

thence N 46°21'07" E a distance of 25.83' along land of said Bruce M. & Timothy L. White, and along said stone wall to the point of beginning.

having an area of 85,895 square feet, or 1.972 acres.

**EXCEPTING AND RESERVING** from said Conservation Easement is an Exclusion Area more particularly described as follows:

Beginning at a 5/8" rebar set flush at the northwest corner of the herein described Exclusion Area, said point also being at the southwesterly corner of the previously described Reserved Rights Area;

thence S 80°33'00" E a distance of 1196.50' across land of the grantor to a rebar set flush;

thence S 56°09'50" W a distance of 324.93' across land of the grantor to twin 12" maple trees;

thence S 54°58'31" W a distance of 468.02' across land of the grantor to a 6" hickory tree;

thence N 68°41'27" W a distance of 825.77' across land of the grantor to a rebar to be set;

thence N 35°00'02" E a distance of 422.27' to the point of beginning.

Having an area of 497,261.4 square feet, 11.416 acres.

**MEANING AND INTENDING** to describe a portion of the premises conveyed by deed from Bernhard Mueggler, individual, to Bernhard Mueggler, Trustee of the Edelweiss II Trust u/t/d dated November 19, 2015, dated March 14, 2022 recorded at said Registry at Book 6390, Page 2150; and a portion of the same premises conveyed by deed from Michael H. Hauser and Elizabeth M. Hauser to Bernhard Mueggler, Trustee of the Mueggler Agricultural Trust u/t/d dated October 24, 2014, dated November 6, 2014 recorded at said Registry at Book 5573, Page 1267. See also Quitclaim deed of Bernhard Mueggler, Trustee of the Mueggler Agricultural Trust u/t/d October 24, 2014 to Bernhard Mueggler, Trustee of Edelweiss II Trust u/t/d dated November 19, 2015, dated September 18, 2024 and recorded at said Registry at Book 6573, Page 869; See also Corrective Warranty Deed of Bernhard Mueggler, Trustee of the Edelweiss I Trust u/t/d dated November 19, 2015, and Bernhard Mueggler, individual, to Bernhard Mueggler, Trustee of the Edelweiss II Trust u/t/d dated November 19, 2015, dated September 18, 2024 and recorded at said Registry at Book 6573, Page 871.





# NH State Commission on Aging

## 2025 OLDER ADULT VOLUNTEER AWARD NOMINATION FORM

**Let's Celebrate those making a difference in your community!**

Nominate an individual or couple over the age of 60 who has made a significant contribution to their community as a volunteer. Any type of volunteer work qualifies from direct service to advocacy, to leadership roles and more. The nominee must be someone whose volunteer work is in New Hampshire.

**Don't keep it a secret the important work of your volunteers! Share the impact of volunteers and their work helping to meet the needs of your community.**

**Please return by email to [nhcoa@nh.gov](mailto:nhcoa@nh.gov) by FRIDAY, MARCH 15th! Thank you!**

<b>County:</b> Rockingham	
<b>Nominee:</b> Pamela Gjettum	
<b>Nominee(s) Address:</b> 9 Tremont St., Exeter NH 03833	
<b>Nominee(s) Telephone #:</b> (603) 583-3665	<b>Nominee(s) Email:</b> <a href="mailto:pgjettum@gmail.com">pgjettum@gmail.com</a>
<b>Submitted by:</b> Town of Exeter Select Board Chair, Niko Papakonstantis	
<b>Your Telephone #:</b> (603) 957-1348	Contact: Clerk: Julie Gilman <b>Your Email:</b> <a href="mailto:jgilman@exeternh.gov">jgilman@exeternh.gov</a>

- Attached please find two letters of support, one from the Exeter Historical Society and one from the Exeter Area Kiwanis Club.
- The Exeter Heritage Commission brought Pam Gjettum's name forward at their 2/19/2025 meeting and unanimously voted to send it to the Exeter Select Board's meeting 3/3/2025 for their nomination.

**Please provide a brief yet detailed narrative summary describing the Nominee and their volunteer service or advocacy provided during the past year.**

Pamela Gjettum (Pam) is a dedicated, enthusiastic and outstanding volunteer, well-liked by the organizations she serves and revered in her home community, the Town of Exeter NH.

Pam was the devoted, energetic, and creative Director of the Town of Exeter Library for 35 years. She had an intense interest and drive to develop diverse programming that attracted all ages, but was extremely popular with young people. Prior to her position at the Library, Pam attended the University of London on a Fulbright scholarship and then graduated from the Simmon's College Librarian School in 1970. She was an active member of the New Hampshire Library Association as well as the Seacoast Libraries Co-op.

Pam applies the dedication and enthusiasm for her work life to her volunteer life. To this date, Pam continues to be an active and invested volunteer with the following organizations: The Exeter Housing Authority, Kensington Congregational Church, the Town of Exeter Historic District Commission, the Town of Exeter Heritage Commission, the Exeter Area Kiwanis Club, and the Exeter Historical Society.

Pam began her volunteer work with the Exeter Area Kiwanis Club, coinciding with the start of her employment at the library, 42 years ago. Kiwanis supports children's needs and children's programs. During her tenure she has held the positions of Secretary, Vice President, and President. She currently is an Advisor to the Key Club. An Exeter High School group affiliated with Kiwanis, which has a membership of about 45 students.

Pam's most memorable and accomplished work with Kiwanis is the establishment and growth of the Exeter UFO Festival, a 2-day event where UFO enthusiasts nationally and locally attend lectures, events, and a street festival. The festival commemorates the "The Exeter Incident" a highly publicized UFO sighting that occurred in 1965 approximately 5 miles south of Exeter, NH. It is one of the most well-known and well-documented cases of UFO sightings in the US. The festival has grown exponentially. Pam is proud that the proceeds from the event have grown to fund many of Kiwanis charitable activities such as the high school scholarship program, Thanksgiving turkey donations, warm clothing program, donations to area children's services such as Toys for Tots, Exeter Area Charitable Foundation, Exeter YMCA: Camp Lincoln Scholarships, and Afterschool Snacks.

After her retirement in 2006, Pam began volunteer work at the Exeter Historical Society. Her librarian skills were in great demand, as the Society building houses a vast collection of family papers, maps, books, artifacts, photographs, and ephemera which are regularly donated and used by the public. She became a Board member in 2010. An impetus for her to do so was that at that time the Society was experiencing a fiscal crisis, which threatened its closure. With pride, she recalls that the Board and volunteers rallied for support for the Society and recruited new members. That campaign saved the organization. It is solvent to this day. Most notable about Pam is her assistance with visitors to the Historical Society who are researching history, a family tree and even the history of a home. She is encouraging and engaging and is an expert at locating and providing researchers with what they need to achieve their goals.

Pam began serving as a Commissioner in the Exeter Historic District at about the time of her retirement. She is the Clerk. This Commission reviews development and renovations in the district that does not align with the architectural guidelines of the district. She became a student of the guidelines and is a strong advocate. Pam proudly recalls a proposal to demolish an 1850s residential home and adjoining carriage barn in the district, which the Historic District Commission was able to stop. This property is now refurbished and in use as a single-family residence.

Pam began serving on the Exeter Heritage Commission at its founding in 2006, as a representative from the Historic District Commission. She is the Clerk. The Heritage Commission is a steward of historical and cultural resources town wide. Pam plays a key role on the subcommittee of this Commission, The Demolition Review Committee. This Committee is codified in the Towns' zoning ordinance and is tasked to review building permit applications seeking to demolish a structure 50 years and older. The Demolition Review Committee assesses the structure to determine if it has architectural, social, and historic significance. Pam leads a team at the Exeter Historical Society that researches the structure. Based on this research and a visual review of a structure the Demolition Review Committee makes a recommendation to grant or deny the demolition permit.

Pam has other volunteer roles; she is a Trustee for Kensington Congregational Church and sits on the Exeter Housing Authority.

Finally, in all of Pam's volunteer positions, she has taken on a leadership role in recruiting new members to the organizations, and to the degree possible, coaching them in their duties. She is a true role model for volunteerism in our community.

The Select Board in the Town of Exeter submits this nomination to honor Pam for her service to the community. We ask that the NH State Commission on Aging bestow the 2025 OLDER ADULT VOLUNTEER AWARD for the County of Rockingham to Pam Gjettum. Thank you for your review and consideration of this nomination.



February 13, 2025

New Hampshire Commission on Aging  
117 Pleasant St  
Dolloff Building, 4<sup>th</sup> Floor  
Concord, NH 03301

Dear Members,

On behalf of the Exeter Historical Society, I would like to support the nomination of Pamela Gjettum for the Older Adult Volunteer Award.

Pam arrived at the Historical Society just after her retirement from the Exeter Public Library in 2006. During her time at the library, she led the move from the old library building (now the home of the Exeter Historical Society) to the modern building on Pleasant Street. In many ways, her willingness to volunteer for our organization was a return to her earlier roots. Pam averaged five volunteer hours per week until she became a member of our Board of Trustees in 2010 – at which point, she increased her participation.

Pam juggled her time with us with her other volunteer activities, serving on both the town's Historic District Commission and Heritage Committee. Always advocating for the historic resources of the town, Pam continued to assist our many clients with genealogy and house research. She charms visitors with her eloquent docent abilities and occasional town walking tours.

Pam served on the Board of Trustees from 2010 – 2023 and continues to assist the Historical Society as a research volunteer. Her deep knowledge of the community has been invaluable to our many researchers and visitors. Her enthusiasm at our public events inspires others to learn more about our town's historic heritage.

Sincerely,

A handwritten signature in blue ink that reads 'Barbara Rimkunas'.

Barbara Rimkunas  
Co-Executive Director

## **Letter of Recommendation**

Date: 2/16/2025

To: Francoise Elise  
Chair, Heritage Commission

I am writing to enthusiastically recommend Pam Gjettum for the NH State Commission on Aging 2025 Adult Volunteer Award. Over the past 25 years, I have had the pleasure of working with her in the Exeter Area Kiwanis.

Pam has demonstrated exceptional commitment and passion for Kiwanis as a valued member for 42 years. Serving as President, Vice President, Secretary and Treasurer displaying leadership skills and dedication to making a positive impact.

Another remarkable quality of Pam is to encourage our club members to contribute their time supporting our club activities. By example, she volunteers for most if not all our functions and rarely misses a meeting. Pam is our Kiwanis Advisor to our Exeter High School Key Club and works closely with members encouraging community volunteer work such as old cemetery clean ups. Several of the Key Club volunteer with Pam at our events.

Pam was instrumental in starting our major fund raiser, the Exeter UFO Festival. She saw the value of the festival for the community and volunteers every year to help make it a successful event.

In conclusion, I wholeheartedly endorse Pam Gjettum for this Award. I have no doubt that she will continue to make a significant difference in our Kiwanis Club and community. Thank you for considering this deserving candidate.

Sincerely,

Robert Cox  
Vice President  
Exeter Area Kiwanis

(603) 772-4202



## New Hampshire Preservation Alliance 2025 Annual Preservation Achievement Awards

### *Criteria*

Each year the Preservation Alliance recognizes outstanding preservation work through its Achievement Awards program. Selection criteria include the quality of work, the project's innovativeness, the degree of challenge or accomplishment, and the level of community support. For construction projects, award reviewers also consider the importance of the historical resource and use of the Secretary of Interior's Standards for Rehabilitation. Please contact the New Hampshire Preservation Alliance office if you need a copy of these standards. Nominated projects must be located in New Hampshire. There are five awards categories:

**Restoration/Stewardship [please use Form A]:**

Recognizes exemplary work that returns a building or landscape to an earlier condition and appearance. Stewardship awards are presented to those who are ensuring the protection of historic properties through stabilization or long-term care and maintenance.

**Rehabilitation/Adaptive Use [please use Form A]:**

Recognizes exemplary work in preserving significant portions and features of an historic resource while preparing it for a new or contemporary use.

**Compatible New Construction/Additions [please use Form A]:**

Recognizes outstanding examples of compatible new construction or exemplary additions to existing historic buildings and landscapes.

**Education and Planning [please use Form B]:**

Recognizes initiatives such as master plans, school or youth projects, publications, exhibits or special programs that have substantially heightened public awareness or protection of the state's heritage.

**Advocacy and Public Policy [please use Form B]:**

Recognizes an individual, business or group that has made an outstanding recent contribution or caused a beneficial long-term impact upon the preservation movement in New Hampshire through leadership, education, technical services, public policy, or advocacy.

The Preservation Alliance advises that all projects which involve construction/rehabilitation work must adhere to applicable local, state and federal requirements including, but not limited to, building and safety codes, ADA and state accessibility requirements. Projects receiving federal or state funding or permits need to comply with Section 106 of the National Historic Preservation Act and/or RSA 227-C:9, as applicable.

The Preservation Alliance supports and encourages the revitalization and protection of historic buildings and places that strengthen communities and local economies.



## New Hampshire Preservation Alliance 2025 Annual Preservation Achievement Awards

### *Nomination Application [Form B]* <sup>(1) (2)</sup>

**Project, Person or Group Nominated:** John W. Merkle, Architect

**Nominator's contact information:**

Name: Town of Exeter Heritage Commission, Chair: Francoise Elise  
Address: Exeter Town Hall, 10 Front Street  
Town: Exeter State: NH Zip: 03833  
Email: francoiseelise@gmail.com Telephone: 603-494-9610

**Nominee's contact information:**

Name: John Merkle  
Organization/Business:  
Address: 24 Willey Court, Unit 305  
Town: Exeter State: NH Zip: 03833  
Email: jmexeter1947flyfish500@gmail.com Telephone: 603-498-3439

**Project Details**

**1. Award Category**

Education/Planning

Advocacy/Public Policy

[For Restoration/Stewardship, Rehabilitation/Adaptive Use or Compatible New Construction, use Form A.]

**2. Dates related to accomplishment:** Lifetime professional work as an architect and his long-term participation and volunteer work in his home community of Exeter NH and with statewide groups and efforts advancing historic preservation.

**Summary**

John W. Merkle, AIA, cofounded the firm TMS Architects in Portsmouth NH in 1984 and was President of the firm. He has been a registered architect for over 30 years with multifaceted design experience which includes new construction, alterations, adaptive reuse and historic preservation. A graduate of New York Institute of Technology, he has served as past president of NH Chapter of the American Institute of Architects (NH AIA) and AIA New England. His firm has taken on monumental and significant restoration and projects, with great success. Such as the historic Wentworth-by-the-Sea Hotel and the Portsmouth Music Hall. John's history of volunteerism is legendary. John has invested his time, expertise and energy in his home community of Exeter NH. John was the past Chair of the Exeter Historic District Commission and initiated the creation of the Exeter Heritage Commission, of which he was past Chair for many years. John Merkle has led and supported statewide preservation activities as a member of the N.H. Preservation Alliance's Board of Directors from 2003-10 and as Chairman of the organization from 2007-9. John has been a tireless advocate and strong role model for historic preservation in his professional and community life. The Exeter Heritage Commission nominates John for the outstanding and invaluable contributions he has made during his lifetime. We ask that the NH Preservation Alliance grant John this Achievement Award. Thank you for your review and consideration of this nomination.

### **3. What is unique or remarkable about the nominated project/person/group?**

John Merkle has spearheaded numerous historic preservation projects in the state of NH through his professional work as an architect, with his firm, TMS Architects, through his Board work with the NH Preservation Alliance and through his community involvement in the Town of Exeter NH.

#### **Professional Contributions:**

During John tenure at TMS Architects, with support from his colleagues, the firm took on many monumental and significant restoration and renovation projects, with success. They include but are not limited to the following projects.

- Wentworth by the Sea- New Castle, NH 2003
- American Independence Museum- Exeter, NH 2004
- The Music Hall- Portsmouth, NH 2008 (also includes the Music Hall Lobby)
- Bridges House- Concord, NH 2012
- Castle in the Clouds, The Lucknow Estate- Moultonborough, NH (ongoing)
- Various Phillips Exeter Academy Projects
  - Browning House
  - Saltonstall House
  - Williams House
  - Thompson House
  - Chadwick House
  - 15 Eliot Street Residence

TMS Architects has received numerous awards for excellence in design related to the projects John has worked on. These awards include but are not limited to the following.

- 2009 AIA New England Peoples' Choice Award "The Home I'd Most Like to Live In"
- 2008 NH Preservation Alliance Portsmouth Music Hall
- 2008 NH Preservation Alliance Am. Independence Museum
- 2007 National Trust for Historic Preservation Award Wentworth by The Sea Hotel
- 2004 AIA NH People's Choice Wentworth by The Sea Hotel
- 2004 AIA NH Excellence in Architecture Wentworth by The Sea Hotel

Notably, the 2010 Clinton Sheerr Award for Excellence in New Hampshire Architecture was bestowed on John W. Merkle AIA, at the 26th annual awards program of the NH AIA. In naming John the winner, Christopher P. Williams, the 2007 recipient, noted that "John is an architect with a solidly rooted interest in preservation who has been key to saving numerous historical structures and has given major amounts of time to the support of preservation and other architectural efforts throughout the state of New Hampshire."

#### **Community Contributions**

John has dedicated many years to local community development in his hometown of Exeter NH in the area of historic preservation and heritage education and promotion.

John advanced the ordinance that established a Heritage Commission in the Town of Exeter in 2006, via article 37 of the town warrant. Furthermore, John advanced legislation to create a Demolition Review Committee, a subcommittee of the Exeter Heritage Commission codified in the Town of Exeter's Zoning ordinance, whereby the Demolition Review Committee is tasked to review building permit applications seeking to demolish a structures 50 year and older to determine the architectural, social, and historic significance of the structure and advise if a demolition permit should be granted or denied.

Additionally, John lead the application for the Town of Exeter to become a Certified Local Government (CLG) enabling the Heritage Commission to qualify for and receive grant money to perform surveys of historic

landmarks and neighborhoods from the NH Division of Historical Resources and other entities.

John served as Chair of the Heritage Commission for many years. The Heritage Commission has accomplished tasks, as listed below.

- Pine/Elliot Street Historical Survey
- Park Street Area Historical Survey
- Great Dam- Statement of Historical Significance
- Great Dam - Section 106 Memorandum of Agreement
- Town Wide Mapping Project
- File Mapping Presentation 2014
- Franklin Street Area Survey
- Winter Street Cemetery Inventory
- Winter Street Cemetery Conservation Treatment Report - January 18, 2018
- The Brown Book of Exeter History

### **Statewide Contributions**

John Merkle has been a longtime advocate, educator and leader on statewide efforts and issues. John served on the Board of Directors for the Castle Preservation Society, (Castle in the Clouds) for 6 years beginning in 2011.

John has led and supported statewide preservation activities as a member of the N.H. Preservation Alliance's (NHPA) Board of Directors from 2003-10 and as Chairman of the organization from 2007-9. During his time, the NHPA expanded services to its constituents, and received national recognition for its work with easements, field service, schools and more. The NHPA took on leadership roles in a range of projects including the rescue and revitalization of Daniel Webster Farm in Franklin, advocacy for historic resources in the face of the Northern Pass Transmission Line proposal, and the establishment of tax incentives for barn preservation and downtown revitalization.

In the decade and a half since his board terms on the NHPA were complete, John has stayed involved in the Alliance's work serving as presenter for educational programs, and as selection committee advisor for grant-making and awards. John continues to assist the NHPA with design and redevelopment work for the last-of-its-kind Concord Gasholder. John is one of five Board of Directors and is the Managing Partner for the LLC for the "Save our Gasholder" effort.

4. **Project Summary:** Please describe, as appropriate, the scope and quality of the project or person or individual's work, the degree of challenge and accomplishment, innovation, level of community support, and overall benefit of the effort.
5. **Press:** If applicable, please include photocopies or scans of any significant press clippings that feature the nominated person/group.
6. **Photographs:** Please submit 10-20 high-resolution digital photographs of the project. Include photos of the nominated person/group, photos of sample projects they have contributed to, and shots of the nominated people at work on these projects or in the finished spaces. Photos should be in JPG or TIFF format, at least 300 dpi resolution. Provide a list of photographer credits. Note: Submission of all materials constitutes a release agreement allowing the Preservation Alliance to use images for publication in newsletters, press, announcements, etc. Photos submitted are non-returnable.

Known Photographer Credits: Dan Gair (Music Hall auditorium), John Hession (Bridges House exterior), and TMS Architects.

1. John Merkle photo
2. Wentworth by the Sea
3. American Independence Museum
4. American Independence Museum elevation



5. Bridges House Exterior per John Hession
6. Castle in the Clouds
7. John Merkle portrait staff TMS Architects
8. Music Hall Auditorium, Dan Gair
9. Philips Exeter Academy
10. Music Hall, TMS Architects

- (1) The Heritage Commission brought John Merkle's name forward at their monthly meeting February 19, 2025. The Commission Unanimously voted to submit this nomination at that time.
- (2) Attached, please find a support letter for this nomination by the Exeter Select Board.

### **7. Signature**

"I, the nominator, assert that the information included in this application is complete and accurate to the best of my knowledge."

**Nominator's Name:**

**Date:**

Francoise Elise, Chair, Town of Exeter Heritage Commission

We will accept nominations by mail (with images and a digital application form on CD or flash drive) or by email (with photos and files sent as attachments or through a file hosting service like Dropbox or Google Drive).

Send completed nomination form and graphic files to:

New Hampshire Preservation Alliance PO Box 268  
7 Eagle Square  
Concord, NH 03302-0268

Or

[projects@nhpreservation.org](mailto:projects@nhpreservation.org)

If you have any questions, please contact us via telephone (603) 224-2281 or email [projects@nhpreservation.org](mailto:projects@nhpreservation.org)

Applications are due on or before March 14, 2025



## TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 777-1514

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

March 3, 2025

New Hampshire Preservation Alliance  
PO Box 268  
7 Eagle Square  
Concord, NH 03302-0268

Re: Letter of Support for the nomination of John Merkle for the NHPA's 2025 Annual Preservation Achievement Awards

To Whom it may concern,

It is with great enthusiasm that the Exeter Select Board endorses John Merkle for NHPA's 2025 Annual Preservation Achievement Award.

John is an integral part of preserving Exeter's history and educating the public about historic resources within the Town.

His volunteerism on Exeter's Heritage Commission for many years is deeply appreciated. He brings professional experience to the Commission giving guidance and education to fellow members.

The Exeter Heritage Commission's existence came about through John's advocacy. Since its creation, the Commission has been awarded Certified Local Government status. That distinction led to grant awards from NH Division of Historical Resources and LCHIP. John was an integral part of these accomplishments.

He is a true example of what volunteering for Town governance means and how volunteers support us.

For these reasons we wholeheartedly endorse John's nomination for the 2025 Preservation Achievement Award.

Respectfully,

Niko Papakonstantis  
Chair, Exeter Select Board

**Town Manager Report**

**Select Board Committee Reports**

**Review Board Calendar**

**Correspondence**



# TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

VOICE (603) 772-7391 • FAX (603) 775-0517

January 28, 2025

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

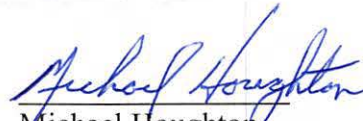
Dear Chair Papakonstantis and Members of the Select Board:


We write to express our support for the provision of water and/or sewer service by the Town of Exeter to the residential development proposed for 13 and 15 Stoneybrook Lane. The proposed project is located in both Stratham (Tax Map 4, Lots 1 & 2) and Exeter (Tax Map 51, Lot 10), with access via Stoneybrook Lane. Pursuant to the terms of the Water and Sewer Agreement between the Town of Stratham and Town of Exeter dated April 22, 1985, new connections to the Exeter water and sewer system require authorization by this Board, please allow this letter to serve as that purpose of authorization.


The provision of water and sewerage services to this location will better allow future development proposals to minimize their environmental impact as well as provide greater long-term value to the residents and property owners, which we believe is in the best interests of both Towns.

We ask that you weigh these positive benefits when considering this request.

Sincerely,

  
Michael Houghton  
Chair

  
Allison Knab  
Vice-Chair

  
Joe Anderson  
Member

**RECEIVED**

FEB 21 2025

**Town Manager's Office**



## Fwd: Concerning traffic on Newfields Road

2 messages

Melissa Roy <mroy@exeternh.gov>  
To: Pam McElroy <pmcelroy@exeternh.gov>

Thu, Feb 27, 2025 at 9:06 AM

Just making sure you received this. Niko just sent this.

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

From: **Niko Papakonstantis** <npapakonstantis@exeternh.gov>  
Date: Thu, Feb 27, 2025 at 8:12 AM  
Subject: Fwd: Concerning traffic on Newfields Road  
To: Russ Dean <rdean@exeternh.gov>, Melissa Roy <mroy@exeternh.gov>

For the packet.....

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

From: **Julie Gaunt** <juco77@gmail.com>  
Date: Wed, Feb 19, 2025 at 11:04 AM  
Subject: Concerning traffic on Newfields Road  
To: <selectboard@exeternh.gov>

Hello Select Board!

I hope you all are doing well today. My name is Julie Gaunt, and I live at [76 Newfields Road](#) (aka NH-85). I apologize if this is not the right forum to raise this concern - if another outlet would be better I would be grateful if you could direct me.

I have become increasingly worried (distressed, frankly) at the speed, volume, and type of traffic on this road. This road is not only residential, but it is also used as a thruway to Newfields and Newmarket town centers (for the latter I suspect it's to bypass busy, traffic-light-ridden Rt. 108). As such, we see all types of vehicles use the road, from motorcycles all the way to 18-wheelers. The road is full of blind curves, sharp turns, and has no shoulder to speak of.

Concern 1: Traffic Speed - The posted speed limit is 40mph, but I would bet my mortgage that most cars/motorcycles travel upwards of 50mph. Especially motorcycles, where, in the summer months, many enjoy speeding down the road at dangerously high speeds, also contributing to noise pollution. The number of times I've been close to being rear-ended (literally tires squeal behind me), or had my bumper almost taken off as I enter and exit my driveway are uncountable - believe me, I give ample warning that I'm slowing down and use my direction signals. I live a few houses up from The Word Barn, which has seen several crashes on their corner over the years - two so far this year! - I presume speed is a contributing factor.

Concern 2: Traffic Volume - I don't have hard data to support this other than a "gut feel" from having lived here for 7 years, but I feel like traffic has increased exponentially since I moved into my house, especially since the pandemic. That might be considered a good thing, that commerce is alive and well, but it has led to a fairly regular line of cars going up and down the road. Not only does this contribute to noise pollution, but I sometimes have to wait a while before I can exit my driveway - especially during the morning commute rush - and not being able to see around the corner fully, I have to take a guess that I can leave the driveway safely without being t-boned.

Concern 3: Traffic Type - I mentioned above we see all types of vehicles use the road, from motorcycles to 18-wheelers. Their size not only contributes to noise pollution, but also difficulty in staying on their side of the road when navigating sharp corners. This endangers both motorists and cyclists, who use this road for fitness or joyriding.

I wish I had a solution to suggest along with these concerns. Even if a police officer were assigned to watch the road for speeding, there isn't even a safe place for an individual to park/be pulled over. I also know that this road is a state highway and the jurisdiction around monitoring it falls into a fuzzy area between town and state. As such, I'm starting with raising these concerns to your membership, and hope that any discussions based on this email could yield to improvements to the safety and use of this road.

Thank you for your time, I welcome discussing this topic further in any forum if that would be helpful.

Sincerely,



Julie Gaunt

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**Pam McElroy** <pmcelroy@exeternh.gov>  
To: Melissa Roy <mroy@exeternh.gov>

Thu, Feb 27, 2025 at 9:09 AM

Thank you. Received.

[Quoted text hidden]

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*Pam McElroy*

**Town of Exeter**

Senior Executive Assistant, Town Manager's Office  
603-773-6102



State of New Hampshire  
Department of Revenue Administration

109 Pleasant Street  
PO Box 487, Concord, NH 03302-0487  
Telephone (603) 230-5000  
www.revenue.nh.gov



Lindsey M. Stepp  
Commissioner

Ora M. LeMere  
Assistant Commissioner

MUNICIPAL AND PROPERTY  
DIVISION  
Samuel T. Greene  
Director

Adam A. Denoncour  
Assistant Director

February 18, 2025

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

Re: USPAP Report

Dear Municipal Assessing Officials:

In accordance with RSA 21-J:14-b, I(c), the Department of Revenue Administration has reviewed the Uniform Standards of Professional Appraisal Practice (USPAP) Standard 6 report submitted by Municipal Resources, Inc. for the Town of Exeter for the 2024 tax year.

I have enclosed a copy of the USPAP Standard 3 review report of the USPAP mass appraisal. I have concluded that the appraisal under review complies with all requirements set forth in Standard 6 of USPAP and applicable laws and regulations.

These results are reported annually to the Assessing Standard Board (ASB) in accordance with RSA 21-J:11-a, II. If you have any questions, please do not hesitate to contact me at (603) 230-5962 or Ben.G.Lafond@dra.nh.gov.

Sincerely,

Ben Lafond, District Supervisor  
Municipal and Property Division

Enclosure: Review of Mass Appraisal Report and Compliance Checklist

cc: Municipal Resources, Inc.  
File

**RECEIVED**

FEB 28 2025

**Town Manager's Office**

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

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

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## REVIEW OF MASS APPRAISAL REPORT LETTER OF TRANSMITTAL

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DATE: February 18, 2025

CLIENT: NH Department of Revenue Administration, Municipal and Property Division

RE: Review of Exeter – 2024 Mass Appraisal Report	
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In accordance with RSA 21-J:14-b I(c) I have completed an appraisal review report (Review Report) of the Exeter 2024 mass appraisal report (Original Report) prepared by Paul McKenney of Municipal Resources, Inc. The purpose of this review is to evaluate the Original Report for compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), applicable laws and rules. I have not developed my own opinion of value. This review should not be construed as an appraisal of the subject properties. This is a technical desk review, and as such I have not made a personal inspection of the referenced properties. The Original Report effective date of value is April 1, 2024 and the certification date is February 5, 2025.

The intended users of this Review Report are the Assessing Standards Board (ASB), the Town of Exeter and the NH Department of Revenue Administration (DRA). Neither the DRA nor the review appraiser is responsible for any unintended use of this Review Report.

This Review Report is intended to comply with the appraisal review, development and reporting requirements set forth in USPAP. Supporting documentation concerning the data, reasoning and analyses is retained in the DRA's files. The information in this report is specific to the needs of the client and for the intended use stated in this report.

It is assumed that the factual data, about the subject properties, provided in the Original Report is accurate. USPAP refers to this type of assumption as an extraordinary assumption and if it is found to be incorrect, it could affect the results of the Review Report.

This Review Report cannot be properly understood without information contained in the Original Report and therefore it must be used in conjunction with the Original Report. This letter must remain attached to the Review Report in order for the opinions set forth herein to be considered valid.

My opinions and conclusions are based upon the definitions, assumptions, limiting conditions, and certifications stated within the Review Report.

After analyzing all relevant facts and opinions expressed in the Original Report, I have concluded that the Original Report Complies with USPAP, applicable laws and rules.

Respectfully submitted,



Ben Lafond, District Supervisor  
Municipal and Property Division

Cc: Municipal Resources, Inc.  
Department File

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**CERTIFICATION**  
**(Standards Rule 4-3)**

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I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the properties that are the subject of the work under review and no personal interest with respect to the parties involved.
- I am employed by the New Hampshire Department of Revenue (Department). Per RSA 21-J:11, the Department reviews all revaluations in New Hampshire, and performs assessing oversight and monitoring annually. I have performed no other services, as an appraiser or in any other capacity, regarding the properties that are the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the properties that are the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed, and this review report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have not made a personal inspection of all of the properties that are the subject of the work under review.
- Samuel Greene provided significant appraisal or appraisal review assistance to the person signing this certification.



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Signature



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Date

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## SCOPE OF WORK

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### Scope of Work:

Scope of Work is defined as: *"The type and extent of research and analyses in an assignment."*<sup>1</sup>

In this Review Report assignment:

- I read the entire Original Report provided by the appraiser to support his analyses.
- I reviewed a sample of the sales provided to determine whether the data is appropriate, and consistently applied.
- I reviewed the Original Report for compliance with the version of USPAP in effect as of the date of the appraisal report under review, by comparison to the elements described herein.
- I reviewed the Original Report for compliance with the applicable laws and rules.
- I reviewed the Original Report for consistency with industry recognized mass appraisal techniques.
- I reviewed the Original Report's Scope of Work for consistency with the contract terms.
- I did not inspect all properties.
- I did not utilize the mass appraisal under review to develop an opinion of value.
- I did not verify all the mathematical calculations in the model.

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<sup>1</sup> *The Appraisal of Real Estate, 14<sup>th</sup> edition, Appraisal Institute, page 87*

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## **ASSUMPTIONS AND LIMITING CONDITIONS**

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This Review Report is subject to the following underlying assumptions and limiting conditions:

### **Extraordinary Assumption:**

The Appraisal Institute's *The Dictionary of Real Estate Appraisal, 5<sup>th</sup> edition (p. 176)* defines an extraordinary assumption as "an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

This review was made under the *extraordinary assumption* that the data contained in the work under review is accurate. The review appraiser is not responsible for errors in the data or for undisclosed conditions of the properties or the marketplace which would only be apparent from a thorough physical inspection and further research.

The use of this *extraordinary assumption* might have affected the results of this review assignment.

### **Hypothetical Conditions:**

This review does not include any hypothetical conditions.

### **General Assumptions:**

- This Review Report is intended to comply with USPAP's appraisal review, development and reporting requirements. Supporting documentation concerning the data, reasoning and analyses is retained in the DRA's files. The information in this report is specific to the needs of the client and for the intended use stated in this report. The review appraiser is not responsible for unauthorized use of this report. Possession of a copy of this report by the reader does not make the reader an intended user.
- It has been assumed that all principal and appurtenant buildings or other improvements have been accurately described; and, all land parcels and any attributes that may affect the market value have been accurately described.
- It has been assumed, unless otherwise stated herein, that all elements which may affect market value have been taken into consideration which may include, but are not limited to: legal and title matters; encumbrances; restrictions; physical and location issues; known contamination; zoning and use regulations; depreciation factors; or other issues.
- The information furnished by others is believed to be reliable and accurate.

### **Limiting Conditions:**

- Possession of this report, or a copy thereof, does not carry with it the right of publication.
- The review appraiser herein by reason of this review is not required to give further consultation, testimony, or be in attendance in court with reference to the properties in question unless arrangements have been previously made, or as otherwise required by law.

**Competency:**

- I am a Certified Assessor. I have the experience, competency and education necessary to review mass appraisal reports. There were no additional steps required to competently complete the Review Report. Confirmation of my certification is available at <https://www.oplc.nh.gov/find-board/assessing-certification-advisory-board>.



**MASS APPRAISAL REVIEW REPORT  
USPAP Compliance Checklist**

Prepared by the NH Department of Revenue Administration  
Municipal and Property Division

SUMMARY		USPAP Standard Rule #
<b>Client:</b>	NH Department of Revenue Administration (Department)	3-2(a); 4-2(a)
<b>Intended Users:</b>	NH Assessing Standards Board (ASB), the Municipality, Company/Appraiser of work under review; the Department	3-2(a); 4-2(a)
<b>Intended Use:</b>	1. To evaluate compliance with USPAP and applicable laws and regulations; 2. To provide feedback to the preparer of the mass appraisal under review	3-2(b); 4-2(b)
<b>Purpose of Assignment:</b>	To evaluate how the mass appraisal under review complies with the most recent iteration of USPAP and applicable laws and regulations, in effect as of the date of the appraisal. This review does not include the development of the reviewer's own opinion of value(s).	3-2(c), 3-3(c); 4-2(c), 4-2(i)
<b>Municipality Where Appraised Properties are Located:</b>	Exeter, NH	3-2(d)(iv)
<b>Effective Date of Value:</b>	April 1, 2024	3-2(d)(ii); 4-2(d)(iii)
<b>Date of Work Under Review:</b>	February 5, 2025	3-2(d)(ii); 4-2(d)(ii)
<b>Company Name / Name of Appraiser Who Completed the Report Under Review:</b>	Municipal Resources, Inc. / Paul McKenney	3-2(d)(iii); 4-2(d)(iv)
<b>Type of Revaluation Under Review: (Check One)</b>	Cyclical Revaluation	3-2(d)(iv); 4-2
<b>Work Under Review per Contract or In-House Work Plan:</b>	Appraisal of taxable, non taxable, tax exempt properties excluding utilities	3-2(d)(iv); 4-2(d)(i)
<b>Date of Reviewer's Appraisal Review Report</b>	February 18, 2025	4-2(e)
<b>Reviewer's Extraordinary Assumptions:</b>	See attached assumptions and limiting conditions.	3-2(e); 4-2(f)
<b>Reviewer's Hypothetical Conditions:</b>	None	3-2(f); 4-2(f)
<b>Reviewer's Scope of Work:</b>	See attached scope of work.	3-2(g); 4-2(g)
Pursuant to RSA 21-J:14-b, I(c), the Department in its assessment review process shall review all mass appraisals to ensure compliance with USPAP and applicable laws and regulations. The purpose of this appraisal review is to advance the legislative objective of bringing greater credibility, uniformity, transparency, and accountability to statewide assessment practices. In so doing, this document serves as an analytical tool for identifying and documenting compliance with recognized assessment methods and techniques. This document also provides a mechanism for communicating the results of the review to the appropriate municipalities, assessors, and contractors.		
<b>FOR DRA USE</b>		
<b>Date of Initial USPAP Report Received by Department:</b>	12/23/2024	<b>Date of Last Revision Submitted to Department:</b> 2/7/2025
<b>Reviewer's Name:</b>	Ben Lafond / Samuel Greene	

Item #	Section	Page #	Yes	No	USPAP Standard Rule #
<b>Section 1 – Letter of Transmittal</b>					
1.1	Identifies the properties appraised.	6, 17, Apx B	X		6-2(f)
Identifies the properties that are impacted by the new assessments.					
1.2	Identifies the effective date of the appraisal and the date of the report.	6,8,11, Apx B	X		5-2(d); 6-2(d)
Per RSA 74:1 and RSA 76:2, the effective date of the appraisal shall be April 1 of the year in which the assessments have been updated. The date of the report is date the report was completed, or the date of the final revision.					
1.3	Identifies the intended use of the appraisal.	6	X		5-2(b); 6-2(b)
The intended use of the appraisal is for Ad Valorem taxation.					
1.4	Identifies the client of the appraisal and any other intended users.	6	X		5-2(a); 6-2(a)
The <u>client</u> is the municipality in which the assessments have been updated. <u>Intended user</u> is the client and any other party as identified, by name or type, as users of the appraisal based on communication with the client at the time of the assignment.					
1.5	Identifies the type and definition of value, and cite source.	7, Apx B, Apx H	X		5-2(c); 6-2(e)
NH RSA 75:1 "[...] and all other taxable property at its market value. Market value means the property's full and true value [...]."					
1.6	Identifies the property interests assessed.	7	X		5-2(f), 5-2(g); 6-2(f)
New Hampshire statutes require fee simple valuations exclusively.					
1.7	Signed certification of value, including names of individuals providing significant mass appraisal assistance.	8-9	X		6-2(h), 6-3
The Certification shall be signed by the project supervisor. Include the names of individuals providing significant appraisal assistance and the nature and extent of their assistance. See USPAP Advisory Opinion 31.					

<b>Section 2 – Scope of Work</b>					
2.1	Identifies type of revaluation performed (Partial, Cyclical, Statistical, Full Revaluation).	Cover, 8, 11, 13	X		5-2(b), 5-4; 6-2(f), 6-2(g)
Rev 600 rules define the types of assessment activity for New Hampshire.					
2.2	Identifies any limiting conditions adopted for the development and reporting of value.	11-13	X		6-1(c), 6-2(c)
6-2(c) disclose any assumptions or limiting conditions that result in a deviation from recognized methods and techniques or that effect analyses, opinions and conclusions.					
2.3	Identifies any extraordinary assumptions and/or hypothetical conditions adopted for the development and reporting of value.	11-13, Apx B	X		5-2(i), 5-2(j); 6-1(c)
Clearly and accurately disclose any extraordinary assumptions or hypothetical conditions used in the assignment and state their use might have affected the assignment results. See USPAP FAQ pages 280 - 285 for further details.					
2.4	Identifies the need for and the extent of any physical property inspections.	8,13,14, Apx B	X		5-5(a), 5-5(d); 6-2(i); 6-2(j)
Summarize the sources of data, the data collection process and the validation processes. Reference to detailed data collection manuals, actual contracts and electronic records must be made, as appropriate, including where they may be available for inspection.					
2.5	Provides an explanation if no physical inspections of sales were performed.	8, 14, Apx B	X		5-5(a), 5-5(d); 6-2(i), 6-2(j)

Explain why physical inspection of sale properties were not performed, if applicable.					
Item #	Section	Page #	Yes	No	USPAP Standard Rule #
2.6	Identifies the steps taken to complete the final review, testing procedures and techniques.	14-15, Apx B	X		5-7(b); 6-2(i), 6-2(k), 6-2(l)
Describe the extent of the final review as well as procedures and techniques utilized to ensure uniform and proportional assessments.					
2.7	Provides a definition of highest and best use (HBU) that references case law and statutes and describe HBU requirements.	16	X		5-3(a); 6-2(l)
Rev 601.26 "Highest and best use"					
2.8	Provides an explanation for any exceptions from HBU (such as actual use).	17	X		Jurisdictional Exception Rule
Permissible exceptions are allowed, refer to RSA 75:1 How Appraised (e.g. RSA 75:11 Appraisal of Residences)					
2.9	Identifies approaches to value considered, utilized and not utilized. If not utilized, explain why.	17-18, 27-31	X		5-2(k); 6-2(g)
Credible approaches to the development of market value for real estate include the sales comparison (market), the income and cost approaches; if any of the approaches to value were not utilized, provides an explanation.					

Section 3 – Development of Values					
3.1	Provides a brief description of basic valuation theory/mass appraisal.	19-31	X		5-1(a), 5-4; 6-1
Provides a summary of applicable valuation theory.					
3.2	Identifies the characteristics of the market that are relevant to the purpose and intended use of the mass appraisal including location, physical, legal and economic attributes.	Report	X		5-2(e), 5-2(f)
Provides a summary of the real estate trends for all classes of property appraised, Provides a brief description of where the appraised properties are located.					
3.3	Provides a brief description of data calibration methods used in the revaluation.	15, 20	X		5-4(b), 5-4(c); 6-2(k), 6-2(i)
Describes the mass appraisal model utilized and how the model is calibrated; calibration should utilize recognized techniques.					
3.4	Identifies and explains period of time from which sales were utilized for the development of values.	25-27	X		5-2(f), 5-2(g), 5-2(i)
States the range of sale transfer dates utilized to develop credible and reliable assessments. If the ranges vary by class of property, Provides the range of sale transfers for each property class.					
3.5	Describes extent of sale data collection and verification procedures.	26, Apx B	X		5-4(a), 5-5(a), 5-5(d); 6-2(i), 6-2(j)
States what steps were taken to verify and collect the various data elements associated with the property transfers within the time period utilized. States exactly how property transfers were determined to be qualified sales.					
3.6	Describes how qualified sales were selected for use in the sales analysis process.	26, Apx B	X		5-4(a), 5-5(a); 6-2(i)
3.7	Identifies the number of sales utilized in sales analysis by property type.	27	X		5-4(a), 5-5(a); 6-2(i), 6-2(j)
Provides a list of qualified sales utilized in the report by property type, for example, vacant, residential, commercial.					

Item #	Section 3 - Continued	Page #	Yes	No	USPAP Standard Rule #
3.8	Provides the source of income and expense data utilized if an income approach to value is utilized.	28-30	X		5-4(b), 5-5(a-c), 5-7(a); 6-2(g)
When valuing properties by the income approach, Provides the source of the income and expense data and how this information was verified and adjusted for the assignment.					
3.9	Provides the source of vacancy rates, cap rates and/or income multipliers utilized, and a reconciliation by class if an income approach to value is utilized.	28-30	X		5-4(b), 5-5(a), 5-5(b), 5-7(a); 6-2(g), 6-2(j)
When valuing properties by the income approach, Provides the source of the various rates or multipliers and how this information was verified and adjusted for the assignment.					
3.10	Identifies and explains the reconciliation performed, approaches to value, and the applicability and relevance of the approaches, methods and techniques.	30-31	X		5-7(a); 6-2(i)
Explains which approaches to value were applicable for the assignment; States how approaches were weighted if more than one approach was utilized.					

#### Section 4 – Time Trending

4.1	Provides a summary of the methodology utilized to develop a market-supported time trend analysis.	33	X		5-2(e), 5-2(f), 5-2(h); 6-2(i), 6-2(j)
Provides the analytical support for the time trending methodology and analysis in a format that provides clarity and transparency to the intended user. If more than one trend is identified in your community, provides the support for that determination.					

#### Section 5 – Land and Neighborhood Data

5.1	Provides documentation and support for base land rate(s) utilized. Provides documentation for any unimproved or vacant land adjustments.	35+, Apx C	X		5-5(a)(iii), 5-6(b); 6-1, 6-2(i), 6-2(m)
5.2	Provides a description of all zones and/or neighborhoods codes utilized and the reasoning behind the neighborhood delineations.	36+, Apx C	X		5-2(h), 5-6(b); 6-1, 6-2(i), 6-2(m), 6-2(n)
5.3	Provides documentation and support for neighborhood and or zone adjustments.	36+, Apx A & C	X		5-2(h), 5-4, 5-6(b); 6-1, 6-2(i), 6-2(m)
5.4	Provides land area adjustment table(s) and land curve table(s).	37+, Apx C	X		5-4, 5-6(b), 5-6(d); 6-1
Provides all land area tables and curves included by square foot up to the base lot size and by acreage above the base lot size.					
5.5	Provides documentation for any other adjustments associated with site specific adjustments.	36+, Apx C	X		5-2(g)(iv), 5-2(g)(v), 5-4, 5-6(b), 5-6(d); 6-1
Provides a list or table of basic site adjustments utilized for individual lot adjustments such as topography, access, etc.					

Item #	Section 5 - Continued	Page #	Yes	No	USPAP Standard Rule #
5.6	Provides a list of all external site influences (positive or negative) and corresponding adjustment ranges or amounts (% or \$).	40+, Apx C	X		5-3(a), 5-4, 5-6(b); 6-1
Provides a list or table of external influence adjustments utilized for individual lot adjustments.					
5.7	Provides reasoning and support for adjustments of any water, view or other significant site influences (site specific or external).	41+, Apx A	X		5-3(a), 5-4, 5-5(a), 5-6(b); 6-1
Provides a list or table of site adjustments utilized for significant site influences, such as water frontage, views etc.					
5.8	Provides a list of land sales utilized in analysis and a separate list of any land sales not utilized in analysis.	Apx A	X		5-1(b); 6-2(i)
Provides a list of qualified sales and separate list of unqualified sales with their corresponding codes.					

### Section 6 – Improved Property Data

6.1	Provides a brief narrative explanation for types of depreciation utilized.	46-48	X		5-1(a), 5-4(b), 5-5(a)(ii), 5-6(a); 6-1(b)
6.2	Provides depreciation tables by property class, and support for depreciation utilized.	48, Apx D	X		5-4, 5-5(a)(ii), 5-6(a); 6-1
6.3	Provides a table of effective area factors and explain how they are used in the model.	48-49, Apx D	X		5-4, 5-6(a); 6-1
6.4	Provides a table of story height adjustments, if applicable, and explain how they are used in the model.	50, Apx D	X		5-4, 5-6(a); 6-1
6.5	Provides a table of quality/grades, their adjustment factors, and narrative description of each.	50-51, Apx D	X		5-4, 5-6(a); 6-1
Document quality / grade factors and Provides a description of each quality / grade factor with sufficient detail that the user(s) of the report can distinguish between the various grades.					
6.6	Provides documentation, support and/or source of building cost base rates.	53-55, Apx A	X		5-1(a), 5-5(a)(i), 5-6(a); 6-1
Provides either the source of the building cost rates or show the steps taken to abstract building costs from local market data. Reconcile to the cost per-square foot utilized.					
6.7	Provides a table of base building costs by type and/or style.	Apx D	X		5-1(a), 5-5(a)(i), 5-6(a); 6-1
6.8	Provides a list of improved sales utilized in analysis and a separate list of improved sales not utilized in analysis.	Apx A	X		5-1(b), 5-4(a), 5-4(c), 5-5(a)(iv), 5-6(a); 6-1
Provides a list of qualified sales and separate list of unqualified sales with their corresponding codes.					

### Section 7 – Statistical Analysis, Testing and Quality Control

7.1	Provides a ratio study using new assessed values.	Apx A	X		5-4, 5-7(b); 6-1(b), 6-2(i), 6-2(j), 6-2(m)
7.2	Provides a ratio study using old assessed values.	Sect 7	X		5-4, 5-7(b); 6-1(b), 6-2(i), 6-2(j), 6-2(m)

Item #	Section 7 - Continued	Page #	Yes	No	USPAP Standard Rule #
7.3	Provides a COD study using new assessed values.	Apx A	X		5-4, 5-7(b); 6-1(b), 6-2(i), 6-2(j), 6-2(m)
7.4	Provides a COD study using old assessed values.	Sect 7	X		5-4, 5-7(b); 6-1(b), 6-2(i), 6-2(j), 6-2(m)
7.5	Provides a PRD study using new assessed values.	Apx A	X		5-4, 5-7(b); 6-1(b), 6-2(i), 6-2(j), 6-2(m)
7.6	Provides a PRD study using old assessed values.	Sect 7	X		5-4, 5-7(b); 6-1(b), 6-2(i), 6-2(j), 6-2(m)
7.7	Provides strata analysis using new assessed values for each strata, if applicable.	Apx A	X		5-4, 5-7(b); 6-1(b), 6-2(i), 6-2(j), 6-2(m)
7.8	Provides strata analysis using old assessed values for each strata, if applicable.	Sect 7	X		5-4, 5-7(b); 6-1(b), 6-2(i), 6-2(j), 6-2(m)

Section 8 – Miscellaneous					
8.1	Provides a copy of contract or in-house work plan.	Apx B	X		6-1, 6-2
8.2	Provides a copy of neighborhood map(s) or electronic file with map(s).	Apx C	X		5-2(e), 5-2(f); 6-1
8.3	Provides CAMA System codes and tables. Identify and explain any codes that are unique to this municipality.	Apx C	X		6-1(b)
8.4	Provides a list of zoning district(s) and corresponding description(s).	Apx F	X		5-2(e), 5-2(f); 6-1(b)
8.5	Provides list of unqualified sale codes.	Apx A	X		6-1(b), 6-2(j)
8.6	Provides qualifications and DRA certifying documents for each individual listed in the USPAP certification (Line #1.7).	Apx G	X		Competency Rule
8.7	Provides a table of definitions. A summary of useful definitions is available from the DRA.	Apx H	X		6-1(b)

NOTE: If any item numbers in above sections are checked "NO," the report is considered non-compliant.

Reviewer's Conclusion	Yes	No
Report is compliant	X	

**COMMENTS**

Comment on all "NO" items and offer any general comments.

<b>Line #</b>	<b>REVIEWER'S COMMENTS</b>

<b>DRA Reviewer: Ben Lafond / Samuel Greene</b>	<b>2/18/2025</b>
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February 14, 2025

Board of Selectmen  
Town of Exeter  
10 Front St.  
Exeter, NH 03833

Dear Members of the Board:

As part of our on-going commitment to keeping you and our customers informed about changes to Xfinity TV services, we were notified this week that two (2) channels currently carried on the Xfinity line-up are ceasing operations and will no longer be available to viewers:

- **SporTV** (part of the Brazilian TV package) is ceasing operations on February 28, 2025.
- **Universal Kids** is ceasing operations on March 6, 2025.

As a result, these channels will no longer be available as part of our lineup as of the dates listed above. As a function of this change, we will implement a channel slate (advising of unavailability) on the impacted channels and will include mention of the changes on [www.xfinity.com/programmingchanges](http://www.xfinity.com/programmingchanges) to help keep our customers informed.

Please do not hesitate to contact me should you have any questions. For your convenience I can be reached at [Bryan\\_Christiansen@comcast.com](mailto:Bryan_Christiansen@comcast.com).

Very truly yours,

*Bryan Christiansen*

Bryan Christiansen, Director  
Government & Regulatory Affairs

**RECEIVED**

FEB 18 2025

**Town Manager's Office**





## Bulletin #7: Less revenue, more mandates

1 message

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

Fri, Feb 21, 2025 at 3:36 PM

### New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

# LEGISLATIVE BULLETIN

Legislative Bulletin 7

2025 Session

February 21, 2025



[Live Bill Tracker](#)  
[Bill Hearings Schedule](#)

## Property Tax Exemptions for Religious Organizations

Four bills working their way through the House and Senate—[HB 147](#), [HB 425](#), [HB 585](#), [SB 291](#)—would greatly expand the amount of property owned by religious organizations that would be exempt from property taxes.

These exemptions will increase property taxes for all other taxpayers, which would be a material reallocation in communities where religious organizations own land that they don't use and is currently taxed. NHMA opposes all four bills.

**HB 147** would greatly expand the religious property tax exemption to all property owned by religious organizations, even if the property isn't being directly used by the organization. This bill was narrowly recommended ought to pass (OTP) by the [House Municipal and County Government Committee](#) this week.

**HB 425** would allow religious organizations to keep their tax exemption even if they rented the property. This bill also was narrowly recommended OTP by the House Municipal and County Government Committee.

**HB 585** allows a religious organization to rent out not more than one church parsonage or similar residential property, as well as one worship building, and remain exempt from taxation, provided the

rental income must go toward the operating expenses of the religious organization. This bill is with the [House Ways and Means Committee](#).

**SB 291** greatly expands RSA 674:76, governing the religious use of land and structures, to allow religious organizations to own, rent, or sell workforce housing without needing to pay property taxes. The bill would also be a zoning mandate that allows all religious buildings listed in RSA 72:23, III to be exempt from zoning ordinances or site plan review; however, it would still allow the land or structures to be subject to objective and definite regulations concerning the height of structures, yard sizes, lot area, setbacks, open space, and building coverage requirements. This bill is with the [Senate Ways and Means Committee](#).

Some lawmakers believe that all land owned by religious organizations, even land used for commercial purposes or workforce housing, should be tax exempt. Currently, in New Hampshire, only land and property owned and “appertaining” to and “directly” used by the religious organization qualifies for property tax exemptions. The bills would no longer require the property to be “appertaining” to and “directly” used in order to qualify for exemptions.

**HB 425** and **HB 585** also create a new burden on municipal assessors who would need to review religious organizations’ finances to ensure compliance and confirm tax-exempt status, despite assessors not being certified accountants.

The passage of any of these bills could impact municipalities in regard to property tax apportionment and, in some cases, zoning and development. Members are asked to [contact their legislators](#) before **HB 147** and **HB 425** go to the House floor for a vote, and contact the [House](#) and [Senate](#) ways and means committees regarding **HB 585** and **SB 291**, respectively. For detailed instructions on ways to share your position on these and any other bills, see “*How to Make Your Voice Heard*” below.

## **Nixing Vehicle Inspections Will Cost Municipalities Money**

The [House Transportation Committee](#) deadlocked Thursday on **HB 649**, which will go to full House with no recommendation. The bill eliminates the requirement of a physical safety inspection and on-board diagnostics testing for all private passenger vehicles.

In addition to potential road safety concerns, passing this bill will cost cities and towns money because 12 percent of state highway fund road toll and motor vehicle fee revenue collected is distributed to municipalities. The Department of Transportation estimates this bill would decrease municipal revenue by \$173,250 in FY 2027 and \$346,500 in FY 2028 and each year thereafter.

NHMA opposes this bill because the state needs to stop cutting funding sources and limiting the aid it provides to municipalities for roads, bridges, and other vital infrastructure. Please [contact your House members](#) and ask them to oppose this bill before it goes to the full House for a vote.

## **Senate Commerce Takes up More Zoning, Planning Bills**

On **Tuesday, March 4**, beginning at **10:00 a.m.** in **State House (SH) Room 100**, the [Senate Commerce Committee](#) will hold public hearings on a number of planning and zoning mandates which would take away local control.

**SB 90** (10:00 a.m.) requires municipalities to allow high-density residential development on land zoned for commercial use, provided that adequate infrastructure, including roads, water, and sewage systems, is available or provided to support the development. NHMA opposes this bill because it is a zoning mandate that takes a one-size-fits-all approach that does not work for all communities, as well as the potential impact high-density developments could have on municipal revenue and expenses.

**SB 174** (10:15 a.m.) prohibits planning boards from considering the number of bedrooms a given unit or development has during the hearing and approval process, which NHMA opposes. Municipalities often regulate the number of bedrooms per dwelling unit in dense zoning districts to ensure the infrastructure

capacity exists to support the developments and housing in those zoning districts. These requirements also limit the number of parking spaces required for the development, which might be necessary if there is limited land for parking.

**SB 175** (10:30 a.m.) allows municipalities to adopt ordinances that allow the enforcement of private covenants enacted by past landowners or homeowners' associations. Workforce housing is exempted. NHMA opposes.

**SB 281** (10:45 a.m.) prohibits municipalities from denying building or occupancy permits for property adjacent to class VI roads under certain circumstances. NHMA opposes.

**SB 283** (11:00 a.m.) relative to the calculation of floor-area-ratios under local building ordinances.

**SB 163** (11:30 a.m.) prohibiting local moratoria and limitations on building permits. NHMA opposes.

Municipal officials are encouraged to testify or sign in against these attempts to usurp local decision making or, if that isn't possible, [contact](#) the Senate Commerce Committee to register opposition.

## Election Changes Under Consideration

On **Tuesday, February 25**, beginning **10:20 a.m.** in **Legislative Office Building (LOB) Room 306-308**, the [House Election Law Committee](#) has a series of public hearings on election-related bills.

**HB 590** (10:20 a.m.): Stipulating that cooperative school district school board candidates must be elected exclusively by registered voters from the same city or town where the candidate is registered.

**HB 367** (10:40 a.m.): Changing the method for adopting partisan town elections to be the same as rescinding partisan town elections.

**HB 481** (11:00 a.m.): Moving the state primary to the second Tuesday in June.

**HB 408** (11:20 a.m.): Moving the state primary to the fourth Tuesday in August.

**HB 151** (11:40 a.m.): Changing the term for supervisors of the checklist from 6 years to 3 years.

**HB 600** (1:00 p.m.): Enabling ranked choice voting for municipal elections. NHMA opposes this bill on the grounds that that voting in state and local elections should be simple and convenient without risking election integrity or security, and that election processes should be efficient without imposing undue burdens on local officials. Ranked choice voting creates more complexity in the process for election officials.

**HB 333** (2:10 p.m.): Requiring moderators to designate a space for electioneering at polling places and provide a schematic thereof. NHMA opposes this bill because it takes away moderator's ability to adjust area based on weather, traffic, or other conditions on election day.

**HB 395** (2:30 p.m.): Empowering inspectors of the election to observe all duties performed by supervisors of the checklist. NHMA opposes this bill due to potential for exposure of a voter's personal information to unauthorized individuals.

**HB 409** (2:50 p.m.): Creating a new fee structure for election recounts.

**HB 521** (3:10 p.m.): Authorizing online voter registration. NHMA supports this bill.

On **Tuesday, March 4**, beginning at **9:15 a.m.** in **LOB 103**, the [Senate Election Law and Municipal Affairs Committee](#) takes up four more election-related bills.

**SB 214** (9:15 a.m.) enables no-excuse absentee registration and voting.

**SB 215** (9:30 a.m.) requires an unorganized town or unincorporated place to elect town officers for the purpose of conducting elections.

**SB 216** (9:45 a.m.) modifies the authority of moderators on election day. NHMA opposes this bill.

**SB 218** (10:00 a.m.) removes the requirement for absentee ballots to be placed in outer envelopes unless they are mailed to town or city clerks.

Moderators, supervisors of the checklist, and other local election officials are encouraged to review these bills and testify or contact the committee about any changes they find problematic.

## **Anti-Speech Bill Gone (For Now), Not Forgotten**

Following a public hearing Wednesday, the **House Legislative Administration Committee** voted 11-0 to retain **HB 314** in committee.

**HB 314** prohibits local officials acting in their official capacity from any form of speech related to legislation or politics. The second paragraph broadly prohibits any public funds from being used to “to lobby, attempt to influence legislation, participate in political activity, or contribute funds to any entity for the purpose of engaging in the same.” Because this language goes well beyond prohibiting “lobbying” as defined in RSA 15, the bill would prevent any local official, whether a paid employee or an elected official receiving a stipend, from any form of advocacy or speech on legislation on behalf of a city or town.

Of course, that ban would also apply to organizations like NHMA and many, many more: **HB 314** affects every organization of municipal officials, such as building officials, assessing officials, firefighters, public works, or the police chiefs; every state agency and department; and every nonprofit organization that receives state or local funds. This is why the coalition against this bill includes the NH Center for Nonprofits and the NH Charitable Fund.

**We want to thank all our members, as well as other organizations impacted by this proposal, for sharing their concerns with the committee.** We will continue to follow this bill to see what the committee does this fall.

## **Busy Week for Bills with Municipal Impacts**

The **House Municipal and County Government Committee** held public hearings Tuesday on six bills NHMA is following.

**HB 123** aims to help municipalities recoup some lost timber tax revenues by taxing standing wood used for carbon sequestration. This bill would ensure that timber under carbon sequestration is taxed similarly to cut timber, based on the yield of carbon sequestered. NHMA supports this bill as it provides a new revenue source for municipalities.

**HB 554** would give municipalities the authority to determine where political signs can be placed. NHMA is neutral on this bill, recognizing the importance of both political speech and municipal regulation.

**HB 562** requires vacancies on elected municipal boards and school boards to be first offered to the runner up in the most recent prior election if the appointing authority chooses to fill the vacancy with an applicant who ran in any of the least three elections for the office. NHMA opposes this bill as it undermines a governing body’s authority to choose the most qualified candidates and could limit the effectiveness of local governance.

**HB 668** allows municipalities to hold a referendum to rescind the licenses for historic horse racing gaming, prohibiting historic horse racing in the municipality. NHMA supports this bill as an expansion of local control.

**HB 512** prevents town managers, administrators, and school superintendents from being compensated by more than one town or district contract at a time, creating a criminal penalty for violating the statute. NHMA opposes this bill as micromanagement of local governance and decision-making.

**HB 490** allows public property to be used to aid and shelter the homeless and indemnifies the governmental unit from claims for injury related to such aid and shelter, absent intentional misconduct or a conscious disregard for safety. NHMA supports this bill.

Members should [contact the committee](#) to provide feedback on these bills before they are acted on in executive session.

The committee also held executive sessions Tuesday on these bills:

**HB 625** permits municipalities to require non-profit organizations to make payments in lieu of taxation on all real and personal property owned by the organization. Recommendation: Inexpedient to Legislate (ITL) with a vote of 18-0. NHMA supports this bill.

**HB 230**, as amended, removes the authority of municipal health officers to make public health regulations. Recommendation: Ought to Pass with amendment (OTP-A), 18-0. NHMA opposes.

**HB 421**, as amended, requires municipalities to annually mail a notice to all charitable or religious organizations exempt from property taxation, creating an increased cost and administrative burden on municipalities. Recommendation: OTP-A, 16-2. NHMA opposes.

**HB 782** expands property tax relief for elderly and disabled individuals. Recommendation: ITL, 18-0. NHMA opposes.

**HB 426** allows a grace period for submitting tax exemption applications if a charitable organization demonstrates their failure to apply was due to accident, mistake, or misfortune. This would have limited administrative costs for municipalities. The bill was amended based on input from the Board of Land and Tax Appeals. Recommendation: OTP-A, 16-2. NHMA is neutral.

**HB 458** limits local assistance to U.S. citizens or permanent legal residents, potentially reducing welfare costs but creating administrative burdens as municipal officials would need to verify citizenship or legal residency status. Recommendation: Retain in committee, 13-5. NHMA is neutral.

**HB 689** allows municipalities to implement a volunteer incentive property tax credit for veterans and elderly residents who engage in volunteer work. Recommendation: ITL, 18-0. NHMA is neutral.

**HB 766** allows municipalities to adopt a local education property tax exemption for elderly residents aged 70 and older. Recommendation: ITL, 17-1. NHMA is neutral.

## House Passes Concerning RTK Bill, Others

The House met Thursday and acted on seven bills NHMA took a position on, including two priority bills.

### Priority Bills:

**HB 66**, relative to material subject to disclosure under the Right to Know Law. **Passed.** NHMA opposes this bill, which changes the definition of “citizen” to “person” and mandates that requests be accepted in person, by mail, or electronically and that records must be sent electronically or by mail (at the requestor’s choice) – rather than simply being made available for public inspection. As amended, the bill creates two tiers of requestors depending on whether the person has any connection to NH. While the amendment is a slight improvement, NHMA still opposes this bill due to the administrative and cost issues associated with the mandates that records must be sent to anyone with NH ties electronically or by mail, with the requestor choosing the method of delivery. **HB 66** was referred to the House Finance

Committee. While it is unlikely Finance will hold another public hearing on this bill, it's still important for cities and towns to contact members of the committee to express their opposition.

**HB 407**, setting a minimum threshold for the adoption of town and school budget and spending items for towns using a ballot to select such methods during town meeting. **Inexpedient to Legislate (ITL)**. NHMA opposes the bill.

### **Other Bills:**

**HB 80**, as amended changes the “not reasonably practicable” standard to “unavoidable” regarding reasons for board members not to attend meetings in person. **Passed with amendment**. NHMA opposes both the original and amended bill, which replaces one vague standard with another.

**HB 272**, exempting certain agricultural practices from municipal noise regulation. **Passed**. NHMA opposes the bill.

**HB 299**, relative to the award of attorneys' fees and costs in workers' compensation claims. **ITL**. NHMA opposed the bill.

**HB 339** adding two new chapters to the list of optional Municipal Master Plan chapters. **ITL**. NHMA supports the bill.

**HB 586**, establishing an employee assistance program for small town first responders and making an appropriation. **Tabled**. NHMA supports the bill.

The next House session will be on **Thursday, March 6**. The Senate also meets that day.

## **First Impressions of the State Budget**

The \$15.9 billion budget proposed last week by the governor did not contain significant changes related to local government operations or ongoing state aid to cities and towns, which is positive news.

In fact, growth in revenue from the Rooms and Meals Tax—which the governor projects will increase by more than 10% between fiscal years 2025 and 2027—would mean an increase in aid to cities in towns.

However, the budget did not include funding for water infrastructure grants to municipalities and bridge and highway aid for local governments, which had been included in recent budgets as one-time appropriations funded by surplus revenue. There also wasn't any additional funding for housing initiatives, although a one-year extension was included for lapsing Housing Champions Program funds. (Note: Additional funding for many of these programs is included in various House and Senate bills.)

On a positive note, the governor did not propose any zoning mandates, either— although there are already plenty of those in the House and Senate. On housing, the governor proposed changes to the state housing permitting process, requiring new permit determinations to be completed within 60 days.

The budget proposal also included \$27.5 million in state funding each year for benefit enhancements for roughly 1,500 active state and local police and fire (Group II) personnel impacted by 2011 reforms to the NH Retirement System (NHRS), which could potentially make these expensive, long-term changes cost-neutral for municipalities—at least in this budget, as future appropriations would not be guaranteed.

But do the numbers add up? Could state aid to cities and towns be in jeopardy as the spending package works its way through the House and Senate?

Well, the governor's revenue projections for the next two years are more than \$500 million more than the estimates being considered by the House Ways and Means Committee. Most of the gap comes from two areas: Different assumptions regarding the growth of business tax revenue, with the governor being much more optimistic than the House, and new revenue in the governor's plan from legalizing slot machine gambling. In fact, a portion of future slot machine revenue is how the Group II benefit

increases would be funded over the next decade. (Note: While the stated intention is to use a portion of slot machine revenue for the retirement system, the proposal splits the revenue 50/50 between the education trust fund and the general fund, not specifically to NHRS.)

Other issues that could impact the budget include:

- The growing cost of settlements tied to abuse at the state's youth detention center decades ago.
- The availability of federal funds in light of recent executive branch efforts to reduce or eliminate various programs.
- The education funding lawsuits currently with the NH Supreme Court.

In summary, the governor's budget is the beginning of a lengthy process, and the spending package that comes out of the legislature will certainly be different based on what the House, and especially the Senate, choose to prioritize, as well as what the state revenue picture looks like in May.

## How to Make your Voice Heard

The adage goes that "life is all about showing up." The same can be said for legislative advocacy. If a bill is of importance to your municipality, it's always best to make your case – for or against – in person. Every Friday, NHMA posts a [Bill Hearings Schedule](#) for the upcoming week. However, if you can't make it to Concord, you can use the Legislature's online portal to put your position on the hearing record.

The House has an [online testimony submission system](#) that allows you to indicate your position on the bill with an option to attach testimony. If you want to email all the members of a House committee, you will have to copy their email addresses individually from the [committee page](#).

The Senate has a [remote sign-in sheet](#) where you can indicate whether you are supportive of a bill, opposed, or neutral. Written testimony can be submitted via the "Email Entire Committee" link found on the [Senate committee page](#).

If you have time to follow along, livestreams of [House](#) and [Senate](#) sessions and committee meetings are available on YouTube. Prior sessions and committee meetings are also archived.

Finally, if you want to contact your local legislators, there are [Contact a Senator](#) and [Contact a Representative](#) links on the [General Court](#) website.

## Follow Bills That Matter to You Online

In addition to our weekly *Legislative Bulletin*, NHMA provides members access to FastDemocracy, an online bill tracking platform, for efficient, real-time updates to legislative activity of interest to members. This tool can help ensure that you know when the bills that you care about most are scheduled for public hearing or votes.

Visit our online [Bill Tracker](#) page to learn more and feel free to subscribe to weekly or daily updates on subjects and bills of interest.

## Reminder: Sharing is Caring ... About Good Public Policy!

If you know of anyone who may benefit from the NHMA Legislative Bulletin feel free to pass this email along and encourage them to sign up!

Members can subscribe to the Bulletin through our member portal at: <https://nhmunicipal.weblinkconnect.com/portal>

Once you are logged in, click “edit this profile” and “newsletter management.” You can sign up for the *Legislative Bulletin*, *Newslink*, and *Town & City* magazine in one place! (If you are having trouble logging into your account, [follow these steps](#).)

Nonmembers can email [info@nhmunicipal.org](mailto:info@nhmunicipal.org) to be added to our email list for the *Legislative Bulletin*.

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**NHMA Events Calendar  
2024 Final Legislative Bulletin**

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