

SELECT BOARD MEETING

Monday, April 28, 2025

6:30 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/86108538439>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 861 0853 8439

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

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

More instructions for how to access the meeting can be found here:

<https://www.exeternh.gov/townmanager/virtual-town-meetings>

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

AGENDA

1. Call Meeting to Order
2. Board Interviews:
 - a. 250th Celebration Commission (12/31/26) – Jonathan Ring 6:30 pm CONFIRMED
 - b. Human Services Funding Committee (no term) – Olivia Campbell 6:40 pm CONFIRMED
 - c. Planning Board (2026 or 2028) - Kent (Sam) MacLeod 6:50 pm CONFIRMED
3. Proclamation
 - a. Municipal Clerks Week: May 4-10, 2025
4. Bid Opening – Linden Street Bridge – Steve Cronin, DPW Director
5. Public Comment
6. Approval of Minutes
 - a. Regular Meeting: April 14, 2025
7. Appointments/Resignations
8. Discussion/Action Items
 - a. 1st Reading – Ordinance 101.2 – No Parking
 - b. Exeter Historical Society Lease Agreement – Russ Dean, Town Manager
 - c. Water Street Project – Weston & Sampson Contract – Stephen Cronin, DPW Director
9. Tax Abatements, Veterans Credits & Exemptions
10. Permits & Approvals
 - a. Water/Sewer Abatement – Bob Kelly, Water/Sewer Advisory Committee Chair
 - b. Lease-Purchase Financing for 2025 – Corey Stevens, Finance Director
 - c. Donation Acceptance - Public Art Sculpture – Arts & Culture Advisory Commission
 - d. Mats Installation Funding Request – Greg Bisson, Parks and Recreation Director

- e. Donation Acceptance – Lang Plumer – Greg Bisson, Parks and Recreation Director
 - f. Donation Acceptance – Gullick/Auman Family – Greg Bisson, Parks & Recreation Director
 - g. Donation Acceptance – Curtis Tree – Greg Bisson, Parks & Recreation Director
 - h. Donation Acceptance – United Way – Greg Bisson, Parks & Recreation Director
 - i. Donation Acceptance – RiverWoods – Greg Bisson, Parks & Recreation Director
- 11. Town Manager’s Report
 - 12. Select Board Committee Reports
 - 13. Correspondence
 - 14. Review Board Calendar
 - 15. Non-Public Session RSA 91-a & b
 - 16. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted 4/25/25 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

Mon. Apr. 28, 2025
6:30 pm
CONFIRMED

Statement of Interest
Boards and Committee Membership

Committee Selection: 250th Celebration Commission

New ☒ Re-Appointment ☐ Regular ☒ Alternate ☐

Name: Jonathan S. Ring Email: jonathanring1@gmail.com
Address: 24 String Bridge Apt 52 Phone: 603-765-2271
Exeter, NH 03833
Registered Voter: Yes ☒ No ☐

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

As a long-time resident of Exeter, I wish to be of service in some small way as we approach the 250th Anniversary of our Revolution. I have been a member of the Exeter Historical Society Board for 13 years with great interest in the Town's contribution to our state, as well as the

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position. NA
many residents of our community. I would be honored to serve on the Commission to help plan our activities and events for 2026.

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: Jonathan S. Ring Date: 4/11/25

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

**Statement of Interest
Boards and Committee Membership**

Interview
4/28/25
6:40pm
CONFIRMED

Committee Selection: Human Services Funding

New ☒

Re-Appointment ☐

Regular ☐

Alternate ☐

Name: Olivia Campbell

Email: olivia.campbell.22@gmail.com

Address: 44 Beech Hill Road
Exeter, NH 03833

Phone: 9782701351

Registered Voter: Yes ☒ No ☐

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

attached resume

I'm looking forward to getting involved in local government
to help support Exeter and all its citizens

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

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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- 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.

Certify that I am 18 years of age or older:

Signature: [Signature]

Date: 4/3/25

To be completed by Select Board upon appointment:

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

SUMMARY

Results-driven Revenue Operations leader with a proven track record of accelerating revenue growth through strategic alignment of go-to-market teams. Expert in optimizing revenue operations, enhancing sales performance, and leveraging data-driven insights to scale organizations. Demonstrated ability to drive significant outcomes, including 130% achievement of bookings goals and 40% YoY reduction in customer churn. Combines strategic vision with hands-on execution to implement scalable technology foundations and processes, translating complex analytics into actionable strategies that drive predictable revenue growth and operational excellence.

KEY COMPETENCIES

Go-to-Market Planning, Leadership, Sales Forecasting, Pipeline Management, Data Analysis, Revenue Team Strategy, Revenue Operations, Revenue Enablement, GTM Tech Stack Management, Change Management, Executive & Board Reporting, Process Optimization.

PROFESSIONAL EXPERIENCE

Bamboo Health

Senior Director, Revenue Operations & Enablement (Bamboo Health)

April 2024 - Present

Director, Revenue Operations & Enablement (Bamboo Health)

February 2022 - April 2024

Sr. Manager, Revenue Operations (Bamboo Health, acquisition of PatientPing)

May 2021 - February 2022

Revenue Enablement Manager (PatientPing)

January 2021 - May 2021

Marketing Operations Manager (PatientPing)

November 2019 - January 2021

Highlights:

- **Drove 130% achievement of bookings goals through strategic go-to-market initiatives.** Examples of work include: restructured GTM teams to move to product-specific models that increased efficiencies and improved outcomes, rolled out sales methodologies that led to 30% increase in win rate, launched formal account plans for organizational alignment, developed comp plans that drove focused sales teams.
- **Drove 40% YoY reduction in churn through targeted Customer Success strategies.** Examples of work include: stood up churn forecasting and churn cadences to drive visibility and alignment around primary reasons for churn as well as go-forward renewal strategy; drove realignment of support for accounts based on Tiers, led development of best practice playbooks to ensure team was holding meaningful QBRs.
- **Achieved 93% in-quarter forecasting accuracy** by optimizing forecast processes.
- **Created fiscal year projections for churn and bookings with 90% accuracy** comparing January models to year-to-date outcomes.
- **Supported reduction in Days Sales Outstanding (DSO) from 100 days to 69 days in 6 months by focus on Quote-to-Cash infrastructure & processes.** This initiative required close collaboration with the finance & accounting teams to scope business requirements and translate these to sales & customer success processes and Salesforce updates.
- **Expanded Revenue Operations & Enablement team from two generalists to seven team-members with deep specialization,** establishing three distinct organizations: Revenue Operations, Revenue Enablement, and a technical Salesforce team, resulting in enhanced operational efficiency and specialized support across the revenue lifecycle.
- **Own revenue tech stack,** including Salesforce, Gong, Outreach, Marketo, ZoomInfo, and LinkedIn. Responsible for budgeting, procurement, implementation, and optimization of tools.

Digital Pharmacist

Director of Marketing

January 2019 - July 2019

Led strategic planning & execution of all marketing campaigns, resulting in a 20% increase in MQLs and a 15% increase in marketing sourced revenue. Owned all marketing channels including marketing automation, paid search, paid social, organic social, SEO, content marketing, product positioning and conferences.

Opcity - Austin, TX

Manager, Lifecycle Marketing

April 2018 - January 2019

Owned marketing, sales and service tooling; drove operational efficiencies by automating scalable processes to ensure optimized efficiencies throughout the customer lifecycle.

Web.com - Austin, TX

Manager, Marketing Systems

May 2015 - February 2018

Led Marketing Automation, responsible for all email and SMS communication that supported the full-funnel customer journey. Primary objective was to convert prospects into retained and engaged clients by complementing the sales and client experience.

Abine, Inc. - Boston, MA

Operations and Marketing Specialist

September 2012-May 2015

EDUCATION

University of Vermont: College of Business Administration

Major: Business Administration, Finance Concentration



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

Interview 4/28/25
6:50pm
CONFIRMED

Statement of Interest
Boards and Committee Membership

Committee Selection: Planning Board

New ☐

Re-Appointment ☐

Regular ☐

Alternate ☒

Name: Kent MacLeod (Sam) Email: sammacleod48@yahoo.com

Address: 19 Cypress Circle, Exeter Phone: 603-566-1695

Registered Voter: Yes ☒ No ☐

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

I have lived in Exeter since 2008. Having recently retired, I would like to find an opportunity to contribute to the town. I currently serve on two condominium boards here in Exeter. My background is in selling technology to corporations, having worked for Peak Technologies for 39 years selling automatic data collection systems. My tendency is to read, research, and process before arriving at a conclusion.

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- 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: Kent Sam MacLeod Date: 4/2/25

To be completed by Select Board upon appointment:

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

Proclamation

Town of Exeter, New Hampshire
A Proclamation

Municipal Clerks' Week
May 4 – 10, 2025

Whereas, The Office of the Municipal Clerk, initiated in 1969 by IIMC and endorsed by all of its members throughout the United States, Canada and 15 other countries will celebrate and reflect on 56 years as a time honored and vital part of local government;

And Whereas, The Office of the Municipal Clerk is the oldest among public servants;

And Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels;

And Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all;

And Whereas, The Municipal Clerk serves as the information center on functions of local government and community;

And Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and the annual meetings of their state, provincial county and international professional organizations;

And Whereas, It's most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk;

Now, therefore, I, Niko Papakonstantis, Select Board Chair, Town of Exeter, hereby proclaim and affirm May 4 – 10, 2025 as Municipal Clerks' Week within the Town of Exeter, NH, and hereby extend gratitude, respect and support for our Municipal Clerk, Andrea Kohler, and to all Municipal Clerks for the vital services they perform through exemplary dedication to the communities they represent.

In witness whereof, I have hereunto set my hand and caused the Seal of the Town of Exeter to be affixed this 28th day of April in the year of our Lord, Two Thousand and Twenty-Five.

Niko Papakonstantis,
Select Board Chair, Exeter, NH



Bid Opening

Approval of Minutes

Select Board Meeting
Monday March 14, 2025
6:30 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

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

2. Board Interviews

- a. Barbara Rimkunas for the 250th Celebration Commission
- b. Tom Coakley for the Arts & Culture Advisory Commission
- c. Kathy Corson for the 250th Celebration Commission

The Board reconvened in the Nowak Room at 7 PM.

3. Proclamations/Recognitions

a. Police Department CALEA Accreditation

Chief Stephan Poulin was present to discuss the accreditation. Chief Poulin said the EPD received national accreditation through CALEA. Lieutenant Steve Bolduc took the reins of accreditation manager and did a great job. Only 5% of Police Departments in the US have this accreditation. We're the 8th Department in NH to reach this level. CALEA helps us focus on best practices in Policing.

Representatives from the Police took pictures with the Board members.

b. Officer Stephen Petroski – 40 Years of Service

- i. Mr. Papakonstantis recognized Officer Petroski for 40 years of service with the Police Department. He presented him with a plaque.

c. Arbor Day Proclamation April 25, 2025

Ms. Belanger read the Arbor Day proclamation:

*Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
Whereas, Arbor Day is now observed throughout the nation and the world, and
Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
Whereas, trees are a renewable resource giving us paper, wood for our homes,*

*fuel for our fires and countless other wood products, and
Whereas, trees in our city increase property values, enhance the economic
vitality of business areas, and beautify our community, and
Whereas, trees, wherever they are planted, are a source of joy and spiritual
renewal.
Now, therefore, the Select Board Chair of the Town of
Exeter, does hereby proclaim the 25th of April, 2025 as Arbor Day in the Town of
Exeter, and I urge all citizens to celebrate Arbor Day by supporting efforts to
protect our trees and woodlands, and
Further, I urge all citizens to plant trees to gladden the heart and promote the
well-being of this and future generations.*

Mr. Papakonstantis said the Town of Exeter received a 6-year award for
being included in Tree City USA. The Tree Committee will be planning an Arbor
Day event.

4. Public Comment

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

5. Approval of Minutes

- a. Regular Meeting: March 31, 2025

Corrections: Mr. Chartrand said page 9 of the packet, in the motion for
religious exemption, the vote should be 4-1 with Mr. Chartrand voting nay. Also,
the resident's name is Derek Wyskiel.

MOTION: Ms. Belanger moved to approve the minutes of March 31, 2025 as amended. Mr.
Chartrand seconded. The motion passed 5-0.

6. Appointments

MOTION: Ms. Gilman moved to appoint Barbara Rimkunas to the 250th Celebration
Commission, term to expire 12/31/2026. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to appoint Tom Coakley to the Arts & Culture Advisory
Commission, term to expire 2027. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to appoint Kathy Corson to the 250th Celebration Commission,
term to expire 12/31/2026. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Langdon Plumer to the Planning Board for a 3 year
term. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Gwen English to the Planning Board for a 3 year
term. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Mike Wissler to the Recreation Advisory Board for a
3 year term. Mr. Chartrand seconded. The motion passed 5-0.

89
90 **MOTION:** Ms. Belanger moved to reappoint Jenn Harrington to the Recreation Advisory Board
91 for a 3 year term. Mr. Chartrand seconded. The motion passed 5-0.
92
93 **MOTION:** Ms. Belanger moved to reappoint Laura Davies to the ZBA for a 3 year term. Mr.
94 Chartrand seconded. The motion passed 5-0.
95
96 **MOTION:** Ms. Belanger moved to reappoint Andrew Koff to the Conservation Commission for a
97 3 year term. Ms. Cowan seconded. The motion passed 5-0.
98
99 **MOTION:** Ms. Belanger moved to reappoint Conor Madison to the Conservation Commission
100 for a 3 year term. Ms. Cowan seconded. The motion passed 5-0.
101
102 **MOTION:** Ms. Belanger moved to reappoint Kyle Welch to the Conservation Commission for a 3
103 year term. Ms. Cowan seconded. The motion passed 5-0.
104
105 **MOTION:** Ms. Belanger moved to reappoint Patrica Scott Hall to the Exeter Housing Authority
106 for a 5 year term. Ms. Gilman seconded. The motion passed 5-0.
107
108 **MOTION:** Ms. Belanger moved to reappoint Boyd Allen to the Exeter Housing Authority for a 5
109 year term. Ms. Gilman seconded. The motion passed 5-0.
110
111 **MOTION:** Ms. Belanger moved to reappoint Bill Campbell to the Heritage Commission for a 3
112 year term. Ms. Gilman seconded. The motion passed 5-0.
113
114 **MOTION:** Ms. Belanger moved to reappoint Verity Boyer to the Historic District Commission for
115 a 3 year term. Ms. Gilman seconded. The motion passed 5-0.
116
117 **MOTION:** Ms. Belanger moved to reappoint Alan Mangan to the Facilities Committee for a 3
118 year term. Ms. Cowan seconded. The motion passed 5-0.
119
120 **MOTION:** Ms. Belanger moved to reappoint Lindsay Sonnett to the Housing Advisory
121 Committee for a 3 year term. Ms. Cowan seconded. The motion passed 5-0.
122
123 **MOTION:** Ms. Belanger moved to reappoint Terry Harmon to the River Advisory Board for a 3
124 year term. Ms. Gilman seconded. The motion passed 5-0.
125
126 **MOTION:** Ms. Belanger moved to reappoint Christopher Zigmont to the Sustainability Advisory
127 Committee for a 3 year term. Ms. Gilman seconded. The motion passed 5-0.
128
129 **MOTION:** Ms. Belanger moved to reappoint Jackie Ojala to the Sustainability Advisory Board for
130 a 3 year term. Ms. Gilman seconded. The motion passed 5-0.
131

MOTION: Ms. Belanger moved to reappoint Carl Wikstrom to the Water/Sewer Advisory Committee for a 3 year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Kelsey Dumville to the Arts & Culture Commission for a 3 year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Florence Ruffner to the Arts & Culture Commission for a 3 year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Jeannie Wright to the Tax Exemption and Credit Committee for a 3 year term. Ms. Cowan seconded. The motion passed 5-0.

7. Discussion/Action Items

a. Public Hearing E911 – Meeting Place Drive

Mr. Papakonstantis read the notice of public hearing:

The Exeter Select Board will be conducting a public hearing on Monday, April 14th, 2025 at 7:00 P.M. in the Nowak Room of the Exeter Town Office, 10 Front Street, Exeter, New Hampshire to consider the following proposed recommendation(s) made by the E911 Committee: To change the street numbering on "Meeting Place Drive" accordingly in compliance with Chapter 14 of the Town Ordinance - Assigning Street Names and Numbers, and as depicted on the attached map dated 6/11/24.

MOTION: Ms. Belanger moved to open the public hearing. Ms. Cowan seconded. The motion passed 5-0.

Ms. Cowan said she would like to move to table this discussion. We are not in a position to have this happen. There is a lot of uncertainty. We hope to work with all of the residents to ensure that we have everyone's contact information. This is a matter of safety and security.

MOTION (not voted): Mr. Chartrand said in light of the motion to table this, he moves to close the public hearing. Ms. Belanger seconded for discussion. Mr. Chartrand said this is not the right time to take this up. Mr. Papakonstantis said if everything stays status quo for now, it's right that a motion be made to close the public hearing.

MOTION: Mr. Chartrand made a motion to close the public hearing. Ms. Belanger seconded. Mr. Papakonstantis said this would mean everything would stay status quo for the time being. We had a public hearing in the fall and the testimony is still fresh in his mind. It's not that we're not interested in what residents have to say, we've heard what you have to say. Ms. Cowan said she doesn't want documents flying through the mail right now or to require something we cannot guarantee. Mr. Papakonstantis said if the public hearing is closed we can still take questions from residents. The motion passed 5-0.

MOTION (not voted): Ms. Belanger moved to open the public hearing. Mr. Chartrand said he didn't think that was necessary. There was no second. Ms. Belanger withdrew her motion.

176
177 Robin Patria of 6 Meeting Place Drive said she's done more homework. Mr.
178 Papakonstantis said we tabled this discussion in the Fall because of the elections
179 coming up. The Board promised to give residents advance notice. We reached out to the
180 property manager for names and addresses to send certified mail, but they would not
181 release the names and addresses. Mr. Chartrand said we need a mailing list of everyone
182 who lives in that property.

183 Bernadette Murphy of 6 Meeting Place Drive said we need to find out if legally we
184 can hand over addresses. Her question is if you're tabling the motion, are you going to
185 discuss the time period? Mr. Papakonstantis said if a motion is made to table the
186 discussion we will not discuss it until there's another public hearing.

187 Eileen Hall of 4 Charity Circle, whose son is an Avesta resident, said she
188 discussed this with Doug Eastman and Emergency Services. There's a data operations
189 liaison. If someone calls and says 3 Meeting Place, then another field could pop up that
190 would be the E911 address. Then residents wouldn't need to change their address. The
191 New Hampshire Emergency Services and Communications has information technology.
192 Deputy Chief Fritz said he's not aware of the software she's referring to. Mr. Chartrand
193 said questions like this are why we want to delay indefinitely.

194 Danielle Sczceanik of 1 Meeting Place Drive asked what residents are supposed
195 to do if you don't want to hear our concerns. Mr. Papakonstantis said we heard
196 testimony from your neighbors in the Fall. If you have written testimony we can put it into
197 the record. Mr. Chartrand said we don't think we're ready to go forward with this hearing.
198 We would like to hear from you at a future point.

199 Susan Wiszlowski of 3 Meeting Place Drive said she's new to Avesta housing
200 and she doesn't personally feel safe anymore living in Exeter due to the property that
201 she lives in. She's questioning what's going on. What is the position of Avesta in this
202 process, if any? If there's no position, what is the town's responsibility? Deputy Chief
203 Fritz said Avesta signed the voluntary change of address forms. Ms. Hall said she was
204 told the lawyers are handling it, but she's not privy to the information.

205 Mr. Papakonstantis said this is the most difficult E911 request we'll ever
206 consider. It's being proposed as a matter of public safety, but we're not satisfied that
207 we're doing the right thing at the right time. We're here to keep you safe. We want to
208 make sure we get it right.

209 Mr. Chartrand said we've never done an E911 with this kind of building density.
210 That gives him pause. Ms. Hall brought up that there are some folks that won't handle
211 this as well as other folks that have had to deal with this in the past. In an emergency
212 situation, they might revert to their old address. He doesn't want to make anyone feel
213 like they're not safe. He wants everyone in those buildings to be ready to go.

214 Deputy Chief Fritz said in our dispatch software, if someone gives us an address
215 that isn't correct, we can find out if there's an alias to the number. He doesn't know about
216 E911 at the State level. We'll make sure.

217 Ms. Wiszlowski said this won't change for her next week, next month, or next
218 year. She needs to live in a place where she knows she's safe. If there is neglect on the
219 part of the property management, who emphasizes to them that they are responsible?

They should be answering questions. Mr. Chartrand said we take the safety and security of our citizens seriously, and that's why we're stepping back tonight.

A Meeting Place resident asked who residents can give information to that would explain what would go on with changing street addresses. Mr. Papakonstantis said we heard your testimony in the fall, but if a motion is made and the matter is tabled, there will be a time in the future that we remain committed to meeting with you.

Kevin Trotter of 3 Meeting Place Drive said his concern is what will he put on his driver's license for an address. It's coming up for renewal in May. Mr. Papakonstantis said if this is tabled this evening, the address will be the same. Mr. Trotter added that Avesta has helped him a lot when it was necessary.

Deb Weaver of 4 Meeting Place Drive said we have until May to get the Real ID. If we have our address changes, how can we get a new ID? You can't change anything on a Real ID without being there in person. Can the Town find out from the State?

Ms. Patria asked if there's an address management department for Exeter. Mr. Dean said no. Ms. Patria said the bank is 2 Meeting Place Drive. Wouldn't it have made more sense to make the bank "Meeting Place Plaza"?

MOTION (not voted): Ms. Cowan moved to table this issue. Mr. Chartrand seconded. Ms. Cowan said she would like to table this indefinitely. She doesn't want to foist this on the residents of the town as we are making document changes and Real ID requirements.

MOTION: Ms. Cowan moved to table this issue indefinitely. Mr. Chartrand seconded. Ms. Gilman said we need to look at what the State has. Mr. Papakonstantis said we'll continue to move forward in a way that makes residents safe. The motion passed 5-0.

The Board took a 5 minute break at this time, and reconvened at 8:16 PM.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Belanger moved to approve an Elderly Exemption for 64/54/2, 95/64/287, 104/79/522, 103/13/19 in the amount of \$152,251 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an Elderly Exemption for 104/79/109 in the amount of \$183,751 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to deny an Elderly Exemption for 95/64/168. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to deny an Elderly Exemption for 64/105/74. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an Elderly Exemption for 95/64/360 in the amount of \$236,251 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an Elderly Exemption for 95/64/102 in the amount of \$236,251 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to deny an Elderly Exemption for 104/79/226. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an Elderly Exemption for 95/64/24 in the amount of \$152,251 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve Disability Exemptions for 95/64/194 and 63/209 in the amount of \$125,000 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve Veteran's Credits for 96/1, 91/15, and 72/16 in the amount of \$500 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve a Proration Assessment Abatement per RSA 76:21 for 11/12 in the amount of \$1,295 for tax year 2024. Mr. Chartrand seconded. The motion passed 5-0.

b. Permits & Approvals

i. Use of Sewer Reserves – WWTF Clarifier

Steve Cronin presented a request for \$40,000 from Sewer Reserve Fund to address an issue with Clarifier 1 at the Wastewater Treatment Facility. While the tank was offline, staff discovered groundwater intrusion and a shift in the mechanism. We reached out to a consultant who confirmed it was out of alignment. We contacted the Design Engineer for the facility who looked at it and said there were two separate issues: the shift and groundwater intrusion due to leakage in the pre-case joints in the tank, which is under warranty. We refilled the tank and made it through the winter to ensure it wouldn't freeze, then re-drained it. Amwell couldn't tell us why things had moved out of plumb. Our consultant recommended deconstructing those components to figure it out. Amwell gave us a proposal for \$36,000. This is critical because we're not able to take the other tanks down for routine maintenance, and if one failed we'd be hurting. We're asking for \$40,000 for a 10% contingency. There are three clarifiers total. We're not seeing the same issue with the shifting of the components.

MOTION: Ms. Belanger moved to release \$40,000 from the Sewer Reserve Funds for necessary repairs to Clarifier #1 at the Wastewater Treatment Facility. Mr. Chartrand seconded. The motion passed 5-0.

ii. Police Department – NHDOS Grant Agreement Amendment

Mr. Dean said this is for the purchase of a mobile data terminal printer for the K9 cruiser. We're looking to amend the grant amount by \$1,443.29.

MOTION: Ms. Belanger moved to amend the FY25 NH Office of Highway Safety Grant amount from \$17,225 to \$18,649.05 for the additional purchase of 1 docking station and hardware, 1 compatible printer, and 1 printer mount with accessories. Mr. Chartrand seconded. The motion passed 5-0.

iii. Donation Acceptance – Police Department Comfort Dog Program

Mr. Papakonstantis said he was touched to read the residents' thank-you letter to the Police.

MOTION: Ms. Belanger moved to accept the \$250 donation from John and Norma Moreau for expenses related to caring for the town's comfort dog, disbursement of the funds to be made by authorization of the Town Manager or their designee for comfort dog expenses during the current budget year. Ms. Gilman seconded. The motion passed 5-0.

iv. Police Detail Fees

Finance Director Corey Stevens said we're requesting a slight increase in the fees that we charge for Police Detail services. We received notice from the Police Union that the hourly rate is increasing from \$60 to \$65 an hour on May 5. He took a look at the other components of the fee, and we haven't raised the admin fee in some time. He's proposing an increase by \$5 to \$20 an hour. We split that fee between the Police Special Detail fund and the General Fund. If the Special Detail Fund were to accumulate, we could buy equipment with it. Ms. Belanger said it's a wash, we're just trying to cover our own costs.

MOTION: Ms. Belanger moved to authorize the Town Manager to increase the administrative fee for Police Detail services from the current rate of \$15 to \$20, effective May 5, 2025. Mr. Chartrand seconded. The motion passed 5-0.

v. Resolution Opposing NH SB297: An Act Relative to Pooled Risk Management Programs

Mr. Dean presented a resolution from the NHMA. He said tomorrow he'll be meeting with NHMA Board members and the Health Trust, then on Thursday the Secretary of State will appear in front of Health Trust members about the bill.

MOTION: Ms. Belanger moved to authorize the Select Board to sign the motion opposing NH SB 297. Mr. Chartrand seconded. The motion passed 5-0.

vi. Request for Tax Interest Refund

Mr. Dean said the property owner paid the tax bill on April 1st. There were some extenuating circumstances. Mr. Chartrand said there's precedent for this.

MOTION: Ms. Belanger moved to grant an interest waiver of \$442.10 for 47/8/405. Ms. Gilman seconded. The motion passed 5-0.

c. Town Manager's Report

- i. We are continuing construction on the HR Office downstairs and the job will be advertised shortly.
- ii. We're still getting lots of applications for Senior Coordinator.
- iii. We have confirmation that we will receive the Pickpocket Dam grant of \$310,000.
- iv. He attended a water rates meeting with the E-Team and Bob Kelly.
- v. The School Street Abutters meeting was on April 3.
- vi. We've updated the train track update schedule online. The work will be done April 16, 17, and 18.
- vii. The Septage receiving facility is operational, and will start accepting material on April 28.
- viii. The Linden Bridge bid is going out this week.
- ix. Westside Drive will go to bid on May 27.
- x. We're having issues with our website vendor. We will need to update this year and there will be a cost to it. It won't affect the use of the website.
- xi. In the FY25 budget, we set aside 1800 to purchase podcasting equipment, and we will get that up and running in the next few weeks. We're looking to have a show "All things Exeter" with himself and Bob Glowacky. It will be about 15 minutes at a time. We could interview staff members and do informational pieces. We're planning to start the first week in May. Mr. Chartrand asked if this would be mostly scripted, and Mr. Dean said yes.
- xii. He attended the Housing Advisory Committee and heard about zoning mandates that are coming from the State legislature.

d. Select Board Committee Reports

- i. Ms. Gilman said at the Heritage Commission meeting there were two demolition reviews. One was the Front Street house that's been undergoing repairs and additions, which will also be considered at this Thursday's HDC. At 49 Main Street, the auto garage is being demolished, but she was not present for this demo review.
- ii. Ms. Belanger said Chief Poulin sent her an email about insurance coverage; he said everything's covered. She went to a Planning Board sitewalk April 10 for 57 Portsmouth Ave, and the case was heard that evening. She was not present but 112 Front Street was approved. The Fire Department was allowed to do some drills there. 57 Portsmouth Ave was accepted as complete for review but was tabled. Dade Auto buildings were approved for a 6,200 square foot addition.
- iii. Ms. Cowan had no report.

- 393 iv. Mr. Chartrand attended a Sustainability Advisory meeting. There was a
394 guest speaker from Dover who talked about solid waste management and
395 recycling. They discussed styrofoam recycling event April 26 at DPW. He
396 also attended a Conservation Commission meeting.
- 397 v. Mr. Papakonstantis said the Tree Committee met April 8. This is the 6th
398 year of Tree City USA designation. They talked about programs at the
399 Elementary Schools. They'll be at the Alewife Festival. They're continuing
400 to identify where to spend the tree budget. A representative from Unitil
401 was present to discuss tree replacement. The Pairpoint Park Commission
402 met and reviewed three different plans that Jenn Martell drew up. They'll
403 have another meeting this Thursday and will come to the next Select
404 Board meeting with a recommendation. We may have to phase this
405 project. The Planet Playground ceremony was rescheduled to this
406 Saturday at 11.

407
408 e. Correspondence

- 409 i. A flyer from Exeter advertising the Exeter Accessibility Forum, which will
410 be held Wednesday May 7 at 5:30 in the Nowak Room.
- 411 ii. A memo from Community Power Coalition.
- 412 iii. A letter from Congressman Chris Pappas regarding public funds.
- 413 iv. A letter of thanks from Exeter Area Chamber of Commerce regarding
414 their renewal.
- 415 v. An NHMA bulletin.
- 416 vi. A notice for NH rechargeable battery disposal ban RSA 149-M:27.
417 Electric bikes and scooters, cordless power tools, portable devices
418 including cell phones and tablets, wireless headphones, bluetooth
419 speakers, toys, toothbrushes, shavers, and waterpiks. You can dispose of
420 these items at Staples, Home Depot, or Batteries Plus.

421
422 9. Review Board Calendar

- 423 a. The goal-setting session is Monday April 21. The next regular meetings are April
424 28, May 12, May 19, June 2, June 16, June 30, July 14, July 28, and August 11.

425
426 10. Legislative Update

- 427 a. Ms. Gilman gave the Board an update on State issues.

428
429 11. Non-Public Session

430 **MOTION:** Ms. Belanger moved to enter into non-public under RSA 91-A3II (a) and (b). Ms.
431 Gilman seconded. In a roll call vote, the motion passed 5-0. The Board entered non-public
432 session at 9:05 PM. The Board emerged from non public session.

433
434 **MOTION:** Mr. Chartrand moved to seal the minutes. Ms. Belanger seconded. The motion
435 carried to seal the minutes.

MOTION: Ms. Belanger motioned to add the Maintenance General Foreman position to the Maintenance Department. Ms. Cowan seconded. The motion passed unanimously.

12. Adjournment. Ms. Belanger moved to adjourn. Ms. Cowan seconded. The motion carried and the Board stood adjourned at 9:31 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments/Resignations

Discussion/Action Items

1st Reading – Ordinance 101.2 – No Parking



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

MEMORANDUM

TO: Exeter Select Board

DATE: April 28, 2025

FROM: Russ Dean, Town Manager

**RE: Ordinance 101.2
Amendments**

Attached to this memo is a proposal to amend Ordinance 101.2 Parking Prohibited on Specific Streets. There are three roads proposed as part of these changes: Swasey Parkway (already posted), Drinkwater Road (new proposal), and Pickpocket Road (already posted). These amendments take three readings before a vote of the Board (conducted after the conclusion of the third reading) to formally add them to the regulations. The public is welcome to comment at these readings.

As mentioned two of the roads have already been posted no parking, however they have not gone through the formal adoption process to add them to our parking regulations. Drinkwater Road no parking is a new proposal. Door knockers were delivered to residents on Drinkwater Road to alert them of the new proposal.

EXETER TOWN ORDINANCES AMENDMENT
CHAPTER 1
Parking Regulations

Add:

101.2 Parking Prohibited on Specific Streets

Drinkwater Road – Both sides of the street from High Street to the Town line.

Pickpocket Road – North side of the street for a distance of 450' west of Kingston Road.

Swasey Parkway – West side of the street from Newfields Road to turnaround.

Signed this 19th day of May, 2025
Exeter Select Board

Niko Papakonstantis, Chair

Molly Cowan, Vice-Chair

Nancy Belanger, Clerk

Julie D. Gilman

Daniel Chartrand

Exeter Historical Society Lease Agreement



TOWN OF EXETER, NEW HAMPSHIRE

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MEMORANDUM

TO: Exeter Select Board

DATE: April 28, 2025

FROM: Russ Dean, Town Manager

**RE: Exeter Historical Society
Lease**

The latest lease between the Town and the Exeter Historical Society expired in 2019. A new lease has been drafted based on the old lease with the following changes:

1. The word 'lease' has been inserted into the first paragraph;
2. The Map and Lot have been corrected to read Map 72, Lot 197;
3. Under 2 c., the word "Town" has been capitalized;
4. Under 3 a the word "agreement" has replaced "lease";
5. Under 3 b the 2015 amendment has been inserted into the lease agreement;

All other terms and conditions, including rent due, remain the same.

LEASE AGREEMENT

This lease agreement ("Agreement") created under NH RSA Chapter 41, Section 11a, is made and entered into by and between THE TOWN OF EXETER, NH, with an address of 10 Front Street, Exeter, New Hampshire, 03833, hereinafter referred to as "Lessor" and THE EXETER HISTORICAL SOCIETY, with a mailing address of P.O. Box 924, Exeter, New Hampshire, 03833, a voluntary organization legally constituted under the laws of the State of New Hampshire, of said Exeter, hereinafter referred to as "Lessee".

WITNESSETH

That in consideration of the rents and agreements to be paid and performed on the part of the Lessee, the Lessor does hereby lease and demise unto the Lessee:

A certain building and tract of land of the Lessor situated in said Exeter, known as the Old Library Building, so-called, and more particularly described as No. 47 Front Street, Exeter, New Hampshire, said location being recorded in the Town of Exeter, Tax Map No. 72, Lot 197.

TO HAVE AND TO HOLD the same unto the Lessee for a term of five (5) years, beginning May 1, 2025 through May 1, 2030. Lessee shall pay annual rent of \$1,200.00, payable at the rate of \$100 per month, the first payment to be made at the inception of this Lease without proration, and subsequent payments to be made on the first day of each month thereafter during the term of this Agreement. It is further understood and agreed that the Lessor and Lessee shall decide, one year before the expiration originally agreed upon to modify the terms regarding such expiration date.

The Lessee hereby covenants and agrees with the Lessor as follows:

- 1 (a) The Lessee will pay rent to the Lessor the sum of one hundred dollars (\$100.00) per month, payable on the first working day of each month throughout the terms of this Agreement.
- (b) The Lessor shall provide routine maintenance pertaining to the longevity and safe operation of the building and grounds in accordance with applicable building codes.
All maintenance responsibilities of the Lessor shall be conducted within the Lessor's discretion and subject to available funding.
The Lessee shall continue to be responsible for custodial services, trash removal, and minor maintenance in conjunction with cleaning.

(c) No interior or exterior alterations to the building will be made without the express approval of the Town of Exeter through the Select Board or their authorized designee;

The Lessor hereby covenants and agrees with the Lessee as follows:

2. (a) The Lessee paying the rent and observing and performing the covenants hereinbefore reserved and contained shall peaceably and quietly enjoy the said land and shall not be disturbed in its possession thereof by any act of the Town or any person claiming by, from or under the Town.
- (b) The Lessee may alter the interior of the present building to accommodate the change in use subject to the provisions of paragraphs 1(c). Upon expiration of the Lease, the Lessee is required to return the building in a clean and well-maintained condition.
- (c) The Lessee may accept fees for certain activities and events subject to the applicable Town rules and regulations governing the rental and use of such space at the time of the event or rental. In addition, the Lessee may use the subject premises for storage of documents and personal property as may be legally permissible for similarly situated buildings at the time of such uses.

It is mutually agreed between the Lessor and Lessee as follows:

3. (a) In the event the Lessee violates any of the conditions of this Agreement and other agreements and does not discontinue said violation or remedy any existing condition within forty (40) days following notice by the Lessor to the Lessee, this Agreement shall terminate and the Lessor may enter and expel the Lessee without further notice.
- (b) Insurance liability, both indemnity and casualty, will be separately carried by Lessor and Lessee. A copy of the Lessee's indemnity and casualty insurance and the Lessor's insurance covering the property. The Lessee shall be responsible for insuring Lessee's contents in the leased building. A certificate of insurance confirming these coverages shall be provided to the Lessor, naming the Town of Exeter as co-insured, on the anniversary date of coverage each year.
- (c) The Lessor places no restrictions on the Lessee's use of the building provided that the Lessee utilizes the building in accordance with the Lessee's charter purposes at the time of Agreement. The Lessee will act in accordance with its status as a New Hampshire Not-for-Profit corporation and of any other present

or future statutory requirements. See attached Exhibit A – Exeter Historical Society By-Laws.

(d) The liquidation or disbandment of the Exeter Historical Society before the Agreement ends shall also automatically terminate said Agreement and no further rental payments will be owed. The Lessee will be required to vacate said premises at its own expense. In the event of a substantial change in the Lessee's charter after the time of signing of the Agreement, the Lessor will have the option of terminating the Agreement, or renegotiating the Agreement terms. This option is to be exercised solely by the Lessor.

(e) Either party may terminate this Agreement by giving the other a written thirty (30) day notice with the reasons therefor.

(f) Force Majeure. If, during the life of the Agreement, the demised premises shall be substantially damaged by fire, the elements, an act of God, or any other cause not the fault of the Lessee, and, if the insurance does not cover the cost of repairs, neither party shall be held liable; the Town has the option to cancel the Lease and make appropriate repairs to the building, unless the Lessee elects to make such appropriate repairs not covered by insurance within a reasonable time of the loss at the Lessee's expense. Such repairs would not be deemed reimbursable to the Lessee by the Lessor at the termination of the Agreement.

(g) Payment of Real Estate Taxes. Pursuant to RSA 72:23-V-a, the property is exempt from real estate taxes.

IN WITNESS WHEREOF, the Town of Exeter, by its Select Board or duly authorized designee, has hereunto subscribed its name on this 1st day of May, 2025, and Exeter Historical Society, by its Officers or duly authorized designee, has subscribed its name on this 1st day of May, 2025.

LESSEE, Exeter Historical Society

LESSOR, Town of Exeter, NH

Authorized Signature

Authorized Signature

Date: _____

Date: _____

EXETER HISTORICAL SOCIETY BY-LAWS

REVISED AND RESTATED BY-LAWS

ARTICLE I. NAME AND LOCATION

The name of this organization shall be the Exeter Historical Society (the "Society"). The Society is physically located at 47 Front Street in Exeter, New Hampshire.

ARTICLE II. MISSION

The Exeter Historical Society is the steward of Exeter's rich past. It is our mission to preserve Exeter's history and educate students, the community and visitors of all ages.

ARTICLE III. MEMBERSHIP

A. Membership in the Society is open to any person/business interested in the history of Exeter, who intends to further the business and purposes of the Society and to abide by the rules thereof.

B. Classes of Membership and dues to be paid will be determined by the Board of Trustees (the "Board") from time to time.

C. Membership shall be terminated automatically for nonpayment of dues, after a delinquency of one month following the mailing of a second notice of fee due.

D. Membership may also be terminated for cause pursuant to a hearing before the Executive Committee.

ARTICLE IV. BOARD OF TRUSTEES

A. **Responsibilities and power:** The Board shall be the governing body of the Society for administering assets owned by or in the possession of the Society, and for establishing long-range fundamental policies and priorities. The Board shall hold for the Society all property received by gift or bequest with the power to hold, sell, convey, invest, reinvest or expend in furtherance of the purposes of the Society. Conditions attached by the donor to such a gift or bequest are subject to review by the Board.

B. **Composition:** The Board shall consist of no fewer than nine or more than fifteen members of the Society. The Trustees shall be elected to serve three year terms in classes of three to five each, so arranged that one class be elected each year. The Board shall also appoint two high school student Trustees from the Senior and Junior classes, for overlapping two year terms, the Seniors will have voting privileges totaling one vote.

C. **Nominations and Election:** The Governance Committee shall propose to the Board candidates to serve as Trustees and candidates to serve as Officers of the Society. The Board shall endorse the candidates by majority vote. The names shall be distributed to all members of the Society at least one month prior to the annual meeting. Provisions shall be made for nominations from the floor. Election shall be by a majority of the Members voting at an annual meeting in person.

D. **Vacancies:** A vacancy on the Board may be filled by a majority vote of the Board. A Trustee so chosen shall hold office until the next annual meeting, at which time any unexpired portion of the term shall be filled by the normal election process.

E. **Conflict of Interest:** Board members shall be bound by the requirements of N.H. RSA 7:19,II and RSA 7:19-A and the provisions of the Internal

Revenue Code and regulations (pertaining to pecuniary benefit transactions). The Board shall adopt a Conflict of Interest Policy, which all Board Members shall sign annually.

F. **Resignation:** Any Board member may resign at any time. Such resignation is to be made in writing and to take effect from the time of receipt by the Chair, unless some other time is fixed in the resignation. A member who misses three consecutive meetings of the Board without leave from the Chair is considered to have resigned from the Board.

G. **Removal:** A member of the Board may be removed by a two-thirds vote of the Board; however, no such vote may be taken until a written petition for removal is filed with the Board, and the person whose removal is sought receives notice of said petition by first class mail. Further, said person shall be given the opportunity to make an oral or written response to the Board within fourteen (14) days of the mailing of the notice. Any meeting called to include the vote on the removal of such a person shall not be held until the fourteen days provided for the above have elapsed.

H. **Emeritus Trustees:** The Board may designate individuals with distinguished service to the Society as Emeritus Trustees. Emeritus Trustees shall be invited to all meetings of the Board, but may not vote.

ARTICLE V. OFFICERS OF THE SOCIETY

A. **Enumeration:** The Officers of the Society shall be a Chair of the Board of Trustees, a Vice-Chair, a Secretary, and a Treasurer. The Officers shall be elected for a one-year term by the Board.

B. **Chair of the Board of Trustees:** The Chair shall preside at meetings of the Board, the Society, and the Executive Committee. The Chair shall be responsible for the overall direction of Society activities in accordance with policy set by the Board. The Chair shall employ staff to perform functions as determined by

the Board and to see that appropriate job descriptions are on file. The Chair shall conduct an annual review of employees, and report the review and recommendations on compensation and conditions of employment to the Board.

C. **The Vice-Chair.** The Vice-Chair shall accept this office with the understanding that s/he will accept the nomination, if offered, to succeed the Chair. S/he shall assume such duties as may be assigned by the Chair or the Board. In the absence of the Chair, the Vice-Chair shall perform all duties and exercise all powers of the Chair.

D. **Secretary.** The Secretary shall ensure that the Board is acting in accordance with these By-Laws and maintain records of meetings of the Membership, of the Board, and of the Executive Committee. The Secretary shall perform other duties as prescribed from time to time by the Board.

E. **Treasurer.** The Treasurer shall ensure that the Board receives, at such times and in such form as the Board shall require, accounting reports, budgets, audits, long-range financial plans and financial policy statements. The Treasurer shall prepare a yearly report on the financial status of the Society to be delivered at the annual meeting and shall oversee all filings required by the State of New Hampshire, the Internal Revenue Service, and other federal and state agencies. The Treasurer shall hold all funds and securities of the Society in appropriate accounts. Withdrawal of funds from investments, other than from operating funds in the Society's checking account, shall require the signature of the Chair or either Vice-Chair in addition to that of the Treasurer. The Treasurer shall serve as Chair of the Finance Committee.

ARTICLE VI: MEETINGS

A. **Annual Meeting:** The Annual Meeting of the Society shall be held in May.

B. **Special Meetings:** A Special Meeting of the Society shall be held upon

written request filed with the Secretary of at least six (6) Trustees or at least twenty-five (25) members of the Society.

C. **Meetings of the Board:** The Board shall meet at least six (6) times annually.

D. **Notice:** A notice of Members Meetings of the Society shall be sent to members at least fourteen (14) days prior to the date of the meeting. A notice of meetings of the Board shall be sent to Trustees at least five (5) days prior to the date of the meeting. Meeting notices shall give the place, date, and hour of the meeting and any further information required by these By-Laws.

E. **Quorum:** At any meeting of the Society, twenty-five (25) members present in attendance shall constitute a quorum. At any meeting of the Board, a majority of all Trustees then in office shall constitute a quorum for the transaction of business. At any meeting of the Executive Committee, three (3) officers shall constitute a quorum for the transaction of business. If a quorum is not present, any meeting may without further notice be adjourned to a specific date.

F. **Voting:** Questions arising at any Meeting of the Society shall be decided by a majority of those in attendance. Questions arising at any Meeting of the Board or its committees shall be decided by a majority vote of those in attendance, except as otherwise required by law, or by these By-Laws.

ARTICLE VII: COMMITTEES

A. **Executive Committee:** The Executive Committee shall consist of the four (4) officers of the Society. The Committee's powers shall be used only as necessary and appropriate on routine business or on emergency matters that cannot or should not be delayed until the Board's next regularly-scheduled meeting, or until a special Board meeting can be called. Questions at any meeting of the Committee shall be decided by a majority of members then in office. The Executive Committee shall have authority to act for the Board on all matters except the

following, which shall be reserved to the Board: filling Trustee vacancies and selection of officers; changing the mission and purpose of the Society; incurring indebtedness, secured or unsecured; establishing or amending investment policies; selling real or personal property of the Society; hiring/firing of staff; and adopting the annual budget. These By-Laws or other Board policies may reserve additional powers to the Board.

B. **Special Committees:** There may be appointed by the Chair, with approval of the Board, special committees as needed. The names of these and all other Chairs shall be communicated to the Society membership in the annual meeting.

C. **Standing Committees:** Each Board member will serve on no less than one committee of the Board of Directors. Those committees will be Finance, Development, and Governance. Each committee may have subcommittees as needed. Members may also serve on these committees. The Audit subcommittee of the Finance committee must include a non-Board member.

ARTICLE VIII: EFFECTIVE DATE

These By-Laws will become effective and will supersede all previous laws of the Society at the time of the elections at the 2023 Annual Meeting.

ARTICLE IX: FISCAL YEAR

The Fiscal Year of the Society shall commence on January 1 and close on December 31 each year.

ARTICLE X: TAX-EXEMPT QUALIFICATIONS

A. The purposes of the Society shall not be altered or amended in any way that will cause the Society to lose its status as a tax-exempt organization under

the provisions of Section 501 c (3) of the Internal Revenue of 1988 as it now exists, or as it may be amended from time to time.

B. In the event that the Society should decide to terminate its activities and to dissolve as an organization, all assets held in the Society's name, both fiscal and material, shall thereupon be entrusted to the New Hampshire Historical Society.

ARTICLE XI: AMENDMENTS

Amendments to these By-Laws may be made at a regular or special meeting of the Society after notice of the proposed amendment has been distributed to all members at least fourteen(14) days in advance. The presence of twenty-five (25) members in attendance shall constitute a quorum and a majority of those voting shall be required for passage.

(These By-Laws were amended by majority vote of the Board on April 1, 2023.)

Dated: August 8, 2023

Vicki Geis

Jillian Price

Chair

Secretary



EXETHIS-01

ATAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners New England, Inc. (AP Home Office) One Financial Plaza Hartford, CT 06103	CONTACT NAME: Laurie McIntire, ACSR	
	PHONE (A/C, No, Ext): (603) 399-6302	FAX (A/C, No): (603) 399-6302
INSURED Exeter Historical Society PO Box 924 Exeter, NH 03833	E-MAIL ADDRESS: Laurie.McIntire@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 24082		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY		BKS55797609	1/25/2025	1/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNOA LIABILITY \$ 1,000,000
	CLAIMS-MADE X OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	X POLICY PRO-JECT LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS					
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Exeter, NH
10 Front St
Exeter, NH 03833

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Exeter 10 Front Street Exeter, NH 03833		Member Number: 170	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
--	--	-----------------------	---	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2025	1/1/2026	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2025	1/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
Town of Exeter 10 Front Street Exeter, NH 03833			By: <i>Mary Beth Purcell</i>
			Date: 4/4/2025 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Water Street Project – Weston & Sampson Contract



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov/publicworks • publicworks@exeternh.gov

TO: Russ Dean, Town Manager

FROM: Stephen Cronin, Public Works Director

DATE: April 24, 2025

RE: Contract – Professional Engineering Services for Water Street Improvements

SUGGESTED MOTION: Motion to approve a contract with Weston & Sampson in the amount of \$100,000 for Professional Engineering Services for Stormwater Planning for the Water Street Improvements Project, and to further authorize the Town Manager or their designee to sign the contract documents.

Weston & Sampon (W&S) was pre-qualified for consulting services through the qualification-based selection process that was used for the Salem Street Area Utility design project. A memo detailing the selection process is attached for reference. W&S has provided engineering services to the Town on several previous projects, including design of the Lary Lane Water Treatment Plant, water system hydraulic modeling, and the Lead Service Line Inventory project.

W&S assisted the Town in formulating this capital improvement project (CIP), providing anticipated construction estimates and drafting the State Revolving Fund (SRF) application, which resulted in a Clean Water SRF loan of \$100,000 with 100% principal forgiveness.

The Public Works Department recommends the award of a contract to W&S in the amount of \$100,000

Funding for this project was approved by voters at the 2024 Annual Town Meeting, under Article 14.



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

DATE: November 22, 2019
TO: Russell J. Dean, Town Manager
FROM: Jennifer Mates, P.E., Assistant Town Engineer
RE: Professional Engineering Services
Salem Street Area Utility Design
Consultant Award Recommendation

In March 2019, the town voted to approve \$325,000 for the design and engineering of utility improvements to include water, sewer, and drainage in the Salem Street area. On September 24, 2019, the Department of Public Works (DPW) issued a request for proposals (RFP) for professional engineering services for utility design for the project area, which includes Forest Street, Hale St, Locust Street, Oak Street, Park Street (portion), Salem Street, Wadleigh Street, Walnut Street, and Warren Street.

The RFP was posted to the Town's website and in the Exeter News-Letter newspaper on September 27, 2019. This proposal was also intended to be used to update the Town's list of prequalified consultants for use on similar projects in the future. An addendum was issued on October 8, 2019, to include transportation engineering services in the proposal for qualification on future projects.

The qualifications-based selection (QBS) process was used and cost proposals were not provided. Using the QBS process is required if state or federal funds are to be used on future projects. A non-mandatory, pre-proposal meeting was held on October 3, 2019, at the DPW complex, which was attended by the nine consulting firms.

Eight consultants submitted written proposals on or before the due date of October 15, 2019.

- CMA Engineers, Inc. (CMA)
- Dubois & King (D&K)
- Fuss & O'Neill (F&O)
- Hoyle, Tanner & Associates (HTA)
- Underwood Engineers, Inc (UEI)
- VHB
- Weston & Sampson (W&S)
- Wright-Pierce, Inc. (W-P)

The proposals were reviewed by Jennifer Perry, PE (DPW Director) Paul Vlasich, PE (Town Engineer), Jay Perkins (Highway Superintendent), Matt Berube (Water and Sewer Manager), Dan Lewis (Engineering Technician, and myself (Assistant Town Engineer). After review of the proposals, all eight firms were found to be sufficiently capable of performing the required work and all were selected for interviews.

Interviews took place on November 5, 6, and 12, 2019, at the DPW complex. Interviewers included the six DPW staff members that reviewed the proposals. Based on the proposals and interviews, HTA was

Page 2
Mr. Russell Dean
November 22, 2019

deemed the most advantageous to the town and the department recommends that they are awarded the contract.

The fee of \$315,000 was negotiated which represents approximately 7% of the anticipated construction cost. Construction phase inspection is not included in this contract. The scope and fee were negotiated to ensure all of the design elements were included. The major elements of the scope of services to be provided by HTA include survey, design of utility improvements, permitting, and bidding services.

The Department recommends approving the design contract for the Salem Street Area Utility design project to Hoyle, Tanner & Associates for \$315,000.00

The RFP also notified consulting firms that this qualification-based selection process for the Salem Street area project may be sufficient for similar future projects. The public works department recommends that the eight firms be approved and pre-qualified for potential consulting services in the future without needing additional qualification review. All future contracts must meet the required approvals as outlined in the Town's purchasing policy and procedures.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

September 28, 2023

Paul Vlasich
Exeter Town Engineer
13 Newfields Road
Exeter, NH 03833

Re: CWSRF Planning Loans – Water Street Improvements Project

Dear Mr. Vlasich:

Congratulations your project has been selected for funding! By submitting a pre-application for a Clean Water State Revolving Fund (CWSRF) loan to develop a Stormwater Planning Project, you have taken a step toward creating a planning project that will address stormwater conveyance and treatment needs, and consider solutions that promote energy efficiency, water quality, climate resiliency and/or flood resiliency. Funding assistance is available in the amount shown below.

Applicant	Project Name	Estimated Project Cost*	CWSRF Principal Forgiveness Amount
Exeter	Water Street Improvements	\$100,000	\$100,000

*Does not include interest which will be calculated at time of repayment.

Loan forgiveness for these CWSRF loans for planning projects is available as long as the following important steps are taken:

1. **Project Consultation:** Contact your NHDES Project Manager Deb Loiselle at Deborah.Loiselle@des.nh.gov 271-1352 to set up a time to discuss the project, **no later than January 17, 2024**.
2. **Authority to Borrow:** Communities must obtain the authority to borrow the full amount of the loan, including the principal to be forgiven. For New Hampshire towns, this requires putting the full amount of the loan on a resolution/warrant article for approval at town meeting. NHDES recommends that the resolution/warrant article be checked for completeness and appropriateness by the city/town counsel. You may also reach out to the Department of Revenue Administration with questions. For New Hampshire Municipal Association (NHMA) members who are seeking assistance with drafting warrant articles that will employ the State Revolving Fund as a funding source they can contact the NHMA Legal Advisory Service.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

3. Qualifications-Based Selection (QBS) Procurement Process:

Planning projects require professional services, and the loan recipient must issue a Request for Qualifications (RFQ) to select the most qualified consulting firm. The RFQ does not consider cost as a selection criterion. After the most qualified consulting firm has been identified, the loan recipient and the consulting firm will attempt to negotiate a fair and reasonable price for the services provided. If an agreement cannot be reached, the loan recipient may move to the next most qualified consulting firm(s) until an agreement can be reached. If the loan recipient is already working with a consultant that was selected using the QBS process, the loan recipient must provide certification that the selected firm was hired using the QBS process.

4. Standard Engineering Contract: The standard engineering contract, [Engineering Report Phase Contract for Professional Services for Treatment Works](#), must be approved before project work can begin.

5. Work Scope Approval: Prior to submitting a loan application, a DRAFT planning project work scope must be submitted to the NHDES Project Manager to ensure compliance with the minimum requirements of the program. A quality assurance document may be required. Software and equipment purchases, laboratory analysis expenses and equipment rentals must follow the current CWSRF procurement process. The DRAFT work scope and Standard Engineering Contract should be submitted concurrently to the Project Manager. The [CWSRF Stormwater Planning Guidance Document](#) outlines these requirements. Work cannot begin until both the work scope and Standard Engineering Contract have been APPROVED by the NHDES Project Manager.

6. NHDES Coordination: At a minimum NHDES must attend a kick-off meeting, a mid-level progress update meeting, a wrap-up meeting, and quarterly project progress meetings. In lieu of quarterly project progress meetings an informal update can be submitted electronically or a combination thereof. These meetings should be noted in the work scope. NHDES requests to be notified in advance of other meetings relative to the project. All draft and final documents must be submitted to NHDES.

7. Loan Application: A completed loan application should include the approved scope of work and pre-approved engineering contract. The [application form and instructions](#) are available on the NHDES website.

- Loan applications are due by June 30, 2024.
- NHDES encourages early applications. Applications may be submitted after September 1, 2023.

Note: Failure to follow all of the procedural requirements listed above may result in loss of NHDES loan funding assistance. If you are unable to complete the above steps by the loan application deadline you must submit a new pre-application to be considered in a future year's funding round.

Please contact the individuals below with questions about the planning program:

Deb Loiselle at Deborah.Loiselle@des.nh.gov or (603) 271-1352 for work scope, engineering contract and general project questions.

Kathie Bourret Kathleen.Bourret@des.nh.gov or (603) 271-2902 or

Beth Malcolm Beth.Malcolm@des.nh.gov or (603) 271-2978 for loan administration questions.

Page 3 of 3

We look forward to working with you on this exciting project.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Loiselle". The signature is fluid and cursive, with the first name "Deborah" being more prominent than the last name "Loiselle".

Deborah Loiselle, Stormwater Coordinator
NH Department of Environmental Services
Watershed Assistance Section
29 Hazen Drive, PO Box 95, Concord, NH 03302-0095
Tel (603) 271-1352

Cc: Beth Malcolm, Grants Management Administrator
Dennis Greene, Planning and Design Section Supervisor
Kathie Bourret, CWSRF Federal Provisions Administrator
Katherine Zink, Watershed Grant Coordinator

ENGINEERING REPORT PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
~~TREATMENT WORKS~~ STORMWATER PLANNING
CITY/TOWN OF Exeter, New HAMPSHIRE

This AGREEMENT made and entered into at **Rockingham** County, New Hampshire, this **14th** day of **April 2025** , by and between ~~City/Town of Exeter~~ hereinafter called the OWNER, and **Weston & Sampson Engineers, Inc.**, hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to ~~construct Treatment Works~~ **conduct Stormwater Infrastructure Planning for including: Water Street Improvements,** hereinafter called the PROJECT, and

WHEREAS, professional ~~sanitary~~ engineering services will be required **to perform this work for construction** ~~administration, resident engineering, and related services,~~ and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

ENGINEERING REPORT PHASE CONTRACT

Page 2 of 6

For Professional Services for ~~Treatment Works~~ **STORMWATER PLANNING**

I. SERVICES TO BE PERFORMED BY THE ENGINEER

- A. The ENGINEER agrees to produce a complete and definitive Engineering Report to meet current division requirements and to perform any and all engineering incidental thereto. The detailed scope of the work is as outlined in the attached **Exhibit A – Scope of Work**.
- B. Furnish to the OWNER two (2) copies of information needed ~~for the acquisition of easements, site options for treatment plant and pump stations and route options for interceptor sewers~~ within **fourteen (14)** calendar days after the Engineering Report has been approved by the New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION.
- C. Furnish **four (4)** copies of the Engineering Report to the OWNER and **one (1)** electronic copy to the DIVISION. Additional copies to be available at cost. **Note – all publications and final work products must be ADA compliant.**
- D. Prepare applications with supporting and associated documents for Federal, State and other grant or loan programs.
 - 1. Assists the OWNER in securing grants or loans by State, Federal and other grant or loan agencies.
- E. Provide the DIVISION with one copy of ~~design calculations, work sheets, field notes, estimates and other~~ data generated in preparing the Engineering Report in a form satisfactory to the DIVISION.

II. THE OWNER'S RESPONSIBILITIES

- A. Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.
- B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.
- C. **Filing of all reimbursement requests, and other pertinent paperwork as required by the state.**

III. TIME OF COMPLETION

- A. The ENGINEER agrees that they will submit to the DIVISION and the OWNER for approval after modification or revision as recommended by the DIVISION and agreed to by the ENGINEER the completed report within **245** consecutive calendar days following the acceptance of the contract by the OWNER, and deliver same to the OWNER within **30** calendar days following the date of final approval by the DIVISION.
- B. It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08, or the Assessment of liquidated damages as provided for under RSA 485A: 4, XII.

IV. COMPENSATION TO BE PAID THE ENGINEER

- A. Method of Payment Amount of Fee
 - 1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:
 - 2. Monthly billing based on hours and rates by labor category with markup and incidental expenses in accordance with the attached fee schedule.
 - 3. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed **One-Hundred Thousand Dollars (\$100,000)**, and the ENGINEER agrees that the work proposed is sufficient to satisfactorily complete the study and that the monies to be paid are adequate. The attached fee schedule with labor category, hours, hourly rate, markup, incidental expenses, and fees for special services, shall be the basis for billing for engineering services.

- a. The ENGINEER agrees that prior to submitting the report to the DIVISION for formal approval they shall make revisions in the report as recommended by the DIVISION and agreed to by the ENGINEER without additional compensation. After formal approval if it becomes necessary to update the report for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to the ENGINEER on a basis to be negotiated with the DIVISION.

V. ADDITIONAL COVENANTS

- A. The ENGINEER agrees to assign in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be¹

Jeffrey C. Provost PE, Weston & Sampson Engineers, Inc.

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the ENGINEER to abide by the above covenant is agreed to be sufficient basis for debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Consulting Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08.

- B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in their work, and to indemnify and save harmless the OWNER, and all of the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by them in the performance of the work covered by this AGREEMENT.
- C. The ENGINEER further agrees to procure and maintain at their expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may result from their performance and the performance of their employees under this AGREEMENT.
- D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER and shall be transmitted to the OWNER in clean and orderly condition on demand; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion. **Any modification of the documents without written verification or adaptation by ENGINEER as appropriate for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to ENGINEER or ENGINEER's consultants.**
- E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER'S services or obligations under this AGREEMENT without the prior approval and written consent of the OWNER and the DIVISION, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- F. Weston & Sampson's services will be provided as described herein and in accordance with the attached Weston & Sampson General Terms and Conditions dated October 28, 2024 which are a part of our agreement with you. If you agree with this contract and wish to retain us to provide the proposed services, please sign and return one copy of this contract to us as authorization to proceed with performance of the services, and please initial and date the enclosed Terms and Conditions.

¹ See appended resume describing the candidate's qualifications for the assignment.

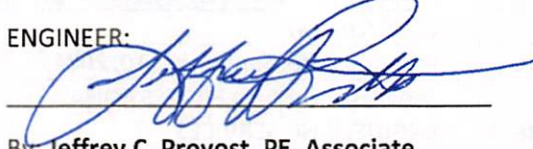
ENGINEERING REPORT PHASE CONTRACT

Page 4 of 6

For Professional Services for Treatment Works **STORMWATER PLANNING**

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rockingham County, New Hampshire, the day, month, and year first above written.

ENGINEER:



By: **Jeffrey C. Provost, PE, Associate**

Date: April 14, 2025

(Authorized Representative² - See Attached Clerk's Certificate of Vote)

OWNER:

By: _____

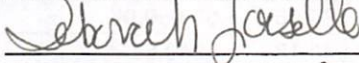
Date: _____

Russell Dean, Town Manager

(Authorized Representative²)

APPROVED:³

DEPARTMENT OF ENVIRONMENTAL SERVICES: Water Division

By: 

Date: 04/16/2025

(Authorized Representative²)

Approved as to form:

Town Counsel

At a meeting of the Partners/Directors of _____, held on _____, at which
all the Partners/Directors were present, except _____, it was

VOTES: That all contracts may be signed by any one of the following: _____

A true copy

Attest: _____

Place of Business: _____

Date of this Contract: _____

I hereby certify that I am the Clerk of _____, that _____ is
the duly elected _____, and that the above vote has not been amended or rescinded and
remains in full force and effect as of this date.

Clerk _____

² Signatures should be supported by appropriate document.

³ It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

ENGINEERING REPORT PHASE CONTRACT

Page 5 of 6

 For Professional Services for ~~Treatment Works~~ **STORMWATER PLANNING**
Cost or Price Summary Format for Sub-agreements Under NH SAG and SRF

Part I: General				
Grantee/Loanee Name: TOWN OF EXETER, NEW HAMPSHIRE			Grant/Loan #:	
Contractor/Subcontractor Name: WESTON & SAMPSON, ENGINEERS, INC.			Proposal Date: September 10, 2024	
Contractor/Subcontractor Address: 100 INTERNATIONAL DR, PORTSMOUTH NH 03801 SUITE 152			Services Furnished: PROFESSIONAL ENGINEERING SERVICES	
Street name and number	City/Town	State	ZIP	
Part II: Cost Summary				
Direct Labor (Specify labor categories)	Hours	Hourly Rate	Estimated (Est.) Cost	Totals
Principal-in-Charge	6	\$101.49	\$608.94	
Associate/Team Leader	38	\$77.37	\$2,940.06	
Senior Team Leader	28	\$96.19	\$2,693.32	
Team Leader	8	\$79.25	\$634.00	
Senior Project Engineer	72	\$51.31	\$3,694.32	
Engineer III	80	\$42.21	\$3,376.80	
Engineer II	112	\$38.87	\$4,353.44	
Engineer I-Utility	88	\$34.66	\$3,050.08	
Engineer I-Geotechnical	26	\$36.18	\$940.68	
Direct Labor Total	458			\$22,291.64
Indirect Costs (Specify indirect cost pools.)	Rate	X Base =	Est. Cost	
Labor Multiplier	1.85	\$22,291.64	\$41,239.53	
Indirect Costs Total				\$41,239.53
Other Direct Costs			Est. Cost	
Travel - Mileage			\$450.00	
Transportation				
Per Diem				
Travel Costs Total				\$450.00
Equipment Materials, Supplies (Specify categories.)	Qty.	Cost	Est. Cost	
Printing	20	\$15.00	\$300.00	
Equipment Subtotal				\$300.00
Subcontracts			Est. Cost	
Surveyor			\$21,000.00	
Geotechnical Driller			\$4,000.00	
Subcontractors Subtotal				\$25,000.00
Other (Specify categories.)			Est. Cost	
Other Subtotal				
Other Direct Costs Total				
Total Estimated Cost				\$89,281.17
Profit				\$10,718.83
Total Price				\$100,000.00
Part III: Price Summary				
Competitors Catalog Listings, In-house Estimates, Prior Quotes (Indicate basis for price comparison)			Market Price(s)	Proposed Price

For Professional Services for Treatment Works **STORMWATER PLANNING**

For Professional Services for Treatment Works **STORMWATER PLANNING**

[illegible]

Part IV Direct Labor by Category

14. Insert the appropriate work category in the table below. Work categories would include but not be limited to those categories shown in the Contract Documents such as design, survey, subsurface, cadastral, O&M Manual, administration, inspection, record drawings, start-up, special services etc.

[illegible]

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated April 14, 2025 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement.

Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON

or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the

terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages,

losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the state of New Hampshire shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to

the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

OWNER Name

Signature

Date

Printed Name and Title

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Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc., hereby certifies that at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 11, 2024.

VOTED: To authorize

Jeffrey J. Alberti
Eric T. Reitter

David M. Elmer
Francis M. Ricciardi

John A. Figurelli
Leah E. Stanton

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$5,000,000, during the fiscal year 2025.

VOTED: To authorize

S. Roger Alcott
Robert J. Bukowski
Pompeo Casale
Kipling R. Gearhart
Robert L. Horner
Kara D. Keleher
Hillary M. Lacirignola

Kevin A. MacKinnon
Colleen A. Manning
Jeffrey W. McClure
Blake A. Martin
Margaret A. McCarthy
Tara E. McManus
Meghan E. Moody

George D. Naslas
Kent M. Nichols
Frank E. Occhipinti
Christopher M. Perkins
Kimberly A. Plourde
Michael J. Richard

Cheri F. Ruane
Jaurice A. Schwartz
John M. Sykora
Daniel G. Tenney III
Patrick A. Terrien
Anthony Zerilli

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$3,000,000, during the fiscal year 2025.

VOTED: To authorize

Daniel P. Biggs
Scott R. Bruso
John Colton
Timothy P. Corrigan
Patrick M. Cotton
Raed M. EL-Farhan
Tulin H. Fuselier
Frank Getchell

Indrani Ghosh
Rob F. Good, Jr.
Paul R. Greco
Johanna D. Hall
Michael D. Kastanotis
Peter J. Kolokithas
Brandon M. Kunkel
Brian J. McCormack

Joseph W. McGougan
Paul A. McKinlay
Nathan E. Michael
Steven K. Pedersen
Corey Repucci
Robin Seidel
Steven D. Shaw

Daniel E. Sheahan
Robert G. Tedeschi
Laurie R. Toscano
Paul V. Uzgiris
Raju Vasamsetti
Stephen P. Wiehe
Joseph M. Zongol

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2025.

VOTED: To authorize

Todd Bridgeo
Ryan Chmielewski
Melinda Costello
Rachel Cotter
Sarah R. DeStefano
Michael DiPalma

Kevin S. Hutchens
Jesse Johnson
Michael Kapareiko
Christopher S. Kennedy
Daron Kurkjian
Steven LaRosa

Brian McKusker
Janet Moonan
John Potts
Jeffrey C. Provost
Jeffrey Santacruce
Nathan Seifert

Carl W. Stone
Shawn Tomlinson
Andrew Walker
Michael Warner
Anthony Wespiser
Patrick Yeo

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$100,000 during the fiscal year 2025.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



Christopher M. Perkins

Christopher M. Perkins, PE, Clerk

Date

EXHIBIT A – SCOPE OF SERVICES

STORMWATER PLANNING FOR WATER STREET IMPROVEMENTS TOWN OF EXETER, NH

SCOPE OF SERVICES

Task 1 - Stormwater Assessment & Drainage System Analysis

1. Obtain and assess existing stormwater data for project area and assess flood elevation data for 25, 50, and 100-year flood conditions. Current sea level rise information, developed by NOAA, will be utilized during the assessment.
2. Obtain and review site characteristics of project area including but not limited to; land use, soil conditions, impervious surface limits, pollutant loading, and existing uses of receiving water.
3. Conduct stormwater modeling of project area utilizing the existing Stormwater Management Model (SWMM) from the Climate Adaptation Plan for Exeter (CAPE) project developed in 2015. Sub-watersheds for the project area will be utilized from the existing SWMM and updated with survey data obtained under this contract. Note, the model is assumed to be calibrated and no additional calibration efforts will be conducted under this scope. NOAA Atlas 14 Point Precipitation Frequency Estimates will be referenced during this assessment to supplement and inform of current, available information (as needed).
4. Conduct capacity assessment of existing drainage system within project area to determine the necessary increase in capacity needed to handle desired stormwater flow conditions for a 10-year, 24-hour event and a 100-year, 24-hour event. The current drainage infrastructure is undersized resulting in flooding within the project area.
5. Assess available "corridors" within the public right of way (in the project area) for optimal location for drainage infrastructure.
6. Assess green infrastructure design opportunities and stormwater control measures for stormwater handling when assessing available options to handle desired stormwater flow conditions.
7. Address water quality elements in the project area as defined in one of the following documents. The specific document that is utilized for this study will be selected upon review of the options and after discussion with the town:
 - a. Watershed Management ("a-i") plan: Handbook for Developing Watershed Plans to Restore and Protect Our Waters | US EPA.
 - b. 2020-2024 New Hampshire Nonpoint Source Management Program Plan.
 - c. Resilient Tidal Crossings an Assessment and Prioritization to Address New Hampshire's Tidal Crossing Infrastructure for Coastal Resilience.
 - d. NH MS4 compliance.
 - e. Asset Management Program
 - f. 2025 NH Stormwater Manual
8. Utilize results of the capacity assessment and stormwater modeling to develop one planning level design concept of a new drainage system within the project area to accommodate an increase in stormwater capacity, to include green infrastructure (if applicable) and to address water quality concerns associated with stormwater in the project area. A report on findings will be developed as described in Task 6 below.

Task 2 – Geotechnical Program

1. Conduct one day of borings in the paved right of way in Water Street.
2. Advance borings to a depth of 10 feet or until refusal is encountered if a 10-foot depth cannot be completed.

3. Perform Standard Penetration Tests in all boreholes.
4. Perform split spoon sampling in accordance with ASTM D1586 in each borehole that is advanced. Obtain split spoon samples continuously from ground surface to at least five feet.
5. Provide a police detail for the entirety of the one day boring program.
6. Furnish geotechnical engineering staff to observe the boring program. Prepare detailed logs for each boring location.

Task 3 – Utility and Road Survey

7. Conduct a right-of-way determination. Research will be limited to review of current abutting deeds and plans referenced in deeds and indexed properly at the registry of deeds.
8. Field survey to locate visible right-of-way/property boundary monuments along the edge of right-of-way of Water Street. Utilize NH State Plan Coordinates NAD 83/2011 and USGS NAVD83.
9. Perform field survey to locate all roadway surficial features and utilities including but not limited to structures, Dig-Safe markings, and rim and invert elevations within the project limits.
10. Provide complete planimetric and limited topographic mapping (as described below) by survey for a **20 foot = 1 inch horizontal scale** plan view drawing.

Mapping tasks shall include:

- Creation of an existing right-of-way plan with property lines/boundaries for lots within project area.
- Temporary benchmarks on the site shall be identified and original benchmarks shall be included on the plan or in a note.
- Horizontal locations of the roadway and all existing structures (i.e., fences, hydrants, utility poles, etc.) within the right-of-way.
- Horizontal locations of the fronts of buildings.
- Street center line elevations every 50-feet.
- Horizontal locations of all underground utilities (i.e., water, gas, sewer, drainage, electrical, telephone, etc.).
- Vertical elevations of existing sewer pipes, drainage pipes, culverts and structures.
- Spot elevations at depressions between the fronts of buildings and the street.
- Sill elevations.
- Two (2) permanent benchmarks along the project route.
- Plan view.
- Profile creation of existing utilities and ground surface based on existing information, utility invert information and ground elevations obtained from the survey. The vertical scale for the profile will be **4 feet = 1 inch**.

Task 4 – Preliminary Utility Location Assessment for Stormwater Utility Planning

1. Provide planning level design concepts for a new sewer system within the project area in conjunction with stormwater planning and drainage system requirements that were developed under Task 1. The intent of this exercise is to avoid future conflicts with utility location within Water Street.
2. Provide planning level design concepts of new water system layout within project area in conjunction with stormwater planning and drainage system requirements to avoid future conflicts with utility location.
3. Other Utilities – Coordinate with local utility providers to assess relocation capabilities for underground utilities within project area in conjunction with stormwater planning and drainage system requirements. Utilities include but are not limited to gas, electric, telephone, and data.

Task 5 – Meetings Participation and Attendance

1. Weston & Sampson will attend three team meetings with Exeter/NHDES. This includes a project kickoff, 50% progress, and project completion meeting for presentation at a public meeting. Quarterly Project Updates will also be completed throughout the project as required by NHDES.

Task 6 – Report of Findings

1. Compile the information developed in Tasks 1 – 4 and submit a draft report of findings to the town and NHDES for their review.
2. Incorporate comments from the town and NHDES and create a final report. The findings will be presented at the project completion meeting. Final report will be submitted to the town and NHDES.

ASSUMPTIONS

The scope of services excludes the following:

- Development and application of any permits;
- Roadway alignment and streetscape design;
- Public presentation or Selectboard presentation limited to one presentation at the end of the project.

SCHEDULE

Weston & Sampson will begin work upon receipt of a notice to proceed from the town and will complete this effort within 8 months of the notice to proceed.

JEFFREY PROVOST, PE

BACKGROUND

2024-Present
Associate
Weston & Sampson

2023-2024
Team Leader
Weston & Sampson

2018-2023
Senior Project Manager
Weston & Sampson

2011-2018
Project Manager
Weston & Sampson

2008-2011
Project Engineer
Weston & Sampson

2006-2008
Engineer II
Weston & Sampson

2001-2006
Engineer
Weston & Sampson

1996-1998
Cooperative Student/
Engineering Assistant
SEA Consultants, Inc.

EDUCATION

2005
Master of Science
Environmental Engineering
University of New Hampshire

1998
Bachelor of Science
Civil Engineering
Northeastern University

PROFESSIONAL REGISTRATION

Professional Engineer:
New Hampshire No. 12214

PROFESSIONAL SOCIETIES

American Society of Civil Engineers
New England Water Works
Association

PUBLICATIONS & PRESENTATIONS

Jeffrey has more than 25 years of experience in the study and design of water supply, storage, distribution and treatment systems; the construction of water distribution systems; and numerous water system hydraulic modeling projects.

Studies completed by Jeffrey include water distribution system master plans, capital improvement plans, evaluation of existing supply and distribution systems, pilot studies for treatment of suppliers, hydraulic modeling of water systems, and development of new water supply sources. His design experience includes well and booster pumping systems, water storage tanks, water mains and water treatment systems. He is also experienced in on-site inspection and construction management.



SPECIFIC PROJECT EXPERIENCE

Treatment Alternatives for Groundwater Well, Newmarket, New Hampshire. Project engineer for the evaluation of treatment alternatives for a proposed 300-gallon-per-minute groundwater well for the town. Analyzed various water treatment options that could be used to treat a groundwater not typical of New England groundwater.

Bennoch Road Water Treatment Facility Upgrade, Orono-Veazie Water District, Maine. Project engineer for the design and construction services for upgrades to the 1.66-mgd treatment facility consisting of six 10-foot diameter pressure filter vessels. Replaced filter media, piping valves, and controls (while maintaining the existing filter vessels), as well as the heating system, and upgraded the electrical system. Designed building additions to provide more storage and office space, as well as new chemical feed systems, new piping systems, and a new 115,000-gallon backwash holding tank.

Residuals Handling Facilities, Fitchburg, Massachusetts. Engineer for the analysis of the existing residual handling facilities at this regional drinking water treatment plant. Calculated the solids production of the residual handling facilities and used these calculations to analyze whether the existing facilities were sized adequately to handle the total residuals produced. Prepared a letter report, which included estimates for preliminary sizing for additional residual handling facilities, as well as cost estimates for the recommended improvements.

Regional Water Filtration Facility Improvements, Fitchburg, Massachusetts. Engineer for the evaluation, design, bid, and construction services for improvements to the four clarifier units at the Fitchburg regional water filtration facility, a 6.45-mgd package treatment facility originally constructed with a non-buoyant media upflow clarification process followed by polishing tri-media filtration. Replaced the non-buoyant media system with a buoyant media system, added a waterproof coating system to the concrete basin containing the clarifier equipment, modified the SCADA system, and optimized the existing air blower system and chemical feed system.

McClure, J., Provost, J., and
Kenney, S. (2022). Realizing
the Vision of a Southern New
Hampshire Regional Water Project.
Journal of the New England Water
Works Association, Vol. CXXXVI(3).

October 2013
"Arsenic in Residuals,
Avoiding a Hot Spot"
New Hampshire Water Works
Association (NHWWA)
Concord, NH

September 2021
"Creating a New
Regional Water System"
New England Water Works
Association (NEWWA)
Bretton Woods, NH

Residuals Handling Facilities, Abington/Rockland, Massachusetts. Engineer for the analysis of the joint water works system's existing residual handling facilities at their three drinking water treatment plants. Calculated the solids production of the residual handling facilities and used these calculations to analyze whether the existing facilities were sized adequately to handle the total residuals produced. Prepared a letter report, which included estimates for preliminary sizing for additional residual handling facilities, as well as cost estimates for the recommended improvements.

Regional Water Filtration Analysis, Fitchburg, Massachusetts. Engineer for the analysis of the non-buoyant media upflow clarifiers at this regional water filtration facility to evaluate reasons for clarifier failure, assess alternative media and processes that could replace the existing treatment process, and provide an estimate of probable costs for each alternative. Prepared a letter report of findings and included cost estimates for the recommended improvements.

Water Main Extension Studies, Various Communities, New Hampshire Department of Environmental Services (NHDES). Project manager for the preliminary design and preliminary costing of water main extensions for Windham, Derry, Lee/Durham/UNH, Stratham, Exeter, Tilton, and Epping, New Hampshire on behalf of the NHDES MtBE Remediation Bureau. Work included cost estimation, initial hydraulic assessments, and layout of the water main extensions.

Southern New Hampshire Regional Water Initiative (SNHRWI) Study, New Hampshire Department of Environmental Services (NHDES). Project manager for the preliminary design and preliminary costing of water main extensions and water system improvements for the SNHRWI. A study was conducted to transmit over 3 million gallons per day (MGD) of water from Manchester Water Works water system to Plaistow, New Hampshire. Existing water systems in Atkinson, Derry, Hampstead, Londonderry, Salem, and Plaistow were assessed and preliminary recommendations were made to improve the capacity of each system, as necessary, to allow the transmission of water to each intended user. In addition, water main extensions in Derry, Windham, Salem, Atkinson and Plaistow, to connect the existing water systems, were also reviewed. The existing hydraulic model of each water system was combined into a cohesive regional water model and utilized to conduct multiple hydraulic analyses. Various demand conditions and water main options were assessed during the analysis.

Water Main Design, New Hampshire Department of Environmental Services (NHDES). Project manager for water main design services for the design of approximately 1,100 linear feet of a small-diameter polyethylene water main extension to serve nine seasonal properties on Beach Street. Work includes the installation of water main, water services into residences, interior plumbing design, and future well abandonment and/or decommissioning.

Southern New Hampshire Regional Water Initiative (SNHRWI) Water Main Design, New Hampshire Department of Environmental Services (NHDES). Project manager for the preliminary and 30% design services for approximately 22,000 linear feet of large diameter ductile iron water main located on Route 28 in Windham and Salem, Route 111 in Windham, and additional water main adjacent to the border of Salem and Atkinson.

Tax Abatements, Veteran's Credits & Exemptions

List for Select Board meeting April 28, 2025

Abatements

Map/Lot/Unit	Location	Amount	Tax Year
74/129	209 Front St	211.70	2024
72/123	8 Clifford St	2,414.10	2024
65/113	58 Portsmouth Ave	denied	2024
65/127/A	75 Portsmouth Ave	denied	2024
47/9/1	40 Industrial Dr	13,675.17	2024

Disability Exemption

Map/Lot/Unit	Location	Amount	Tax Year
103/13/30	30 Donna Dr	denied	2025
103/13/31	31 Donna Dr	125,000.00	2025

Solar Exemption

Map/Lot/Unit	Location	Amount	Tax Year
90/29	16 Ashbrook Rd	10,000	2025
38/11	19A Newfields Rd	10,000	2025

Elderly Exemptions

Map/Lot/Unit	Location	Amount	Tax Year
65/59	21 Haven Ln	152,251	2025
64/105/4	4 Hayes MH Pk	denied	2025
55/14	13 Colcord Pond Dr	152,251	2025
47/8/104	7 Willey Creek #104	denied	2025
87/14/6B	6 Second St	183,751	2025
64/105/24	24 Hayes MH Pk	236,251	2025
90/11	29 Ashbrook Rd	denied	2025
96/2/11	11 Strouts MH Pk	152,251	2025
104/79/1008	1008 Camelot Dr	152,251	2025

Veteran Credit

Map/Lot/Unit	Location	Amount	Tax Year	
87/8/c-18	18C E&H cooperative	2,000.00	2025	disable
54/4/125	50 Brookside Dr O-5	500.00	2025	
54/4/125	50 Brookside Dr O-5	2,000.00	2025	disable
54/4/34	50 Brookside Dr E-2	500.00	2025	
94/24/3	131 Court St #3	denied	2025	no expeditious medal or theater of operations

Charitable Exemption

Map/Lot/Unit	Location	Amount	Tax Year
18/3	51 Paws Way	denied	2025

76:23-I states benefit the general public. This charity is a benefit to a very definite group of individuals.

Charitable/Educational Exemption

Map/Lot/Unit	Location	Amount	Tax Year	
71/119/E	11 MARLBORO ST	62,300	2025	Educational
62/112	64 EPPING RD	3,555,000	2025	Educational
108/1	65 HAMPTON FALLS RD	337,100	2025	Educational
64/41/E	231-237 WATER ST	2,864,500	2025	Educational
64/42	255 WATER ST	1,277,200	2025	Educational
64/43	225 WATER ST	1,861,800	2025	Educational
64/46	223 WATER ST	1,540,100	2025	Educational
71/119/E	14 GILMAN LN	4,934,800	2025	Educational
72/162/E	40 FRONT ST	1,119,500	2025	Educational
72/169/E	ELM,ELLIOT,COURT ST	23,366,500	2025	Educational
72/204/1E	17 SPRING ST	545,200	2025	Educational
72/208/E	20 MAIN ST	26,497,500	2025	Educational
72/209/E	MAIN/FRONT/TAN LN	30,888,800	2025	Educational
83/1E	GILMAN ST	29,884,000	2025	Educational
83/87	31 ELLIOT ST	1,492,900	2025	Educational
86/11/11	19 HAMPTON RD #11A	119,300	2025	Educational
86/11/12	19 HAMPTON RD #12A	116,600	2025	Educational
86/11/14	19 HAMPTON RD #14	116,600	2025	Educational
86/11/15	19 HAMPTON RD #15	119,300	2025	Educational
63/8	85 LINCOLN ST	328,300	2025	Charitable
35/4	40 NEWFIELDS RD	553,400	2025	Charitable
97/23/E	7 RIVERWOODS DR	24,200,000	2025	Charitable
86/8/1	25 HAMPTON RD #1	240,100	2025	Charitable
86/8/2	25 HAMPTON RD #2	238,600	2025	Charitable
87/36/E	27 HAMPTON RD	812,000	2025	Charitable
65/146	30 MAGNOLIA LN	2,735,100	2025	Charitable
73/292	53 LINCOLN ST	592,000	2025	Charitable
72/206	164 WATER ST	1,581,600	2025	Charitable
72/215	GOVERNORS LN	546,800	2025	Charitable
82/13	56 LINDEN ST	4,097,900	2025	Charitable
72/9	12 WATER ST	1,515,800	2025	Charitable

Religious Exemption

Map/Lot/Unit	Location	Amount	Tax Year	
83/60	43 PINE ST	3,359,200	2025	Religious
91/32	55 HAMPTON FALLS RD	2,879,900	2025	Religious
72/222	21 FRONT ST	952,100	2025	Religious
72/222/E	12 CENTER ST	1,020,200	2025	Religious
73/143	73 WINTER ST	1,051,000	2025	Religious
29/26	8 ANNA LOUISE DR	1,546,700	2025	Religious
29/21	307 EPPING RD	578,100	2025	Religious
95/61	94 LINDEN ST	777,500	2025	Religious
72/166	10 ELM ST	1,578,400	2025	Religious
91/35	47A HAMPTON FALLS RD	1,342,900	2025	Religious
72/165	4 ELM ST	665,200	2025	Religious
73/5	11 LINDEN ST	564,100	2025	Religious
73/300	91 FRONT ST	1,668,900	2025	Religious
73/299	93 FRONT ST	2,246,100	2025	Religious

Charitable Exemption/Hospital

Map/Lot/Unit	Location	Amount	Tax Year
65/28	Alumni Dr	42,400	2025
65/129/1	3 Alumni Dr	12,434,400	2025
65/130	4 Alumni Dr	14,928,400	2025
65/131	6 Buzell Ave	51,821,200	2025
65/131/3	7 Alumni Dr	3,988,700	2025
71/48/E	5 Buzell Ave	74,800	2025

Permits & Approvals

Water/Sewer Abatement

Town of Exeter (NH) Water & Sewer Advisory Committee

Memorandum to the Selectboard Regarding the Meeting of

March 12, 2025

Crawford Avenue water quality issue

Background. In February 2024, residents in the Crawford Avenue area began to experience dirty water out of their taps. Over the course of several months, our Department of Public Works (DPW) tried to troubleshoot the problem, eventually finding a corroded valve shaft on a backwash waste line at the Lary Lane Groundwater Treatment Plant that was reading open when it was, in fact, still closed. This prevented backwash water from being removed, thereby returning it to the distribution system as dirty washwater. The problem was finally fixed in October 2024 and water quality returned to normal.

Meeting Discussion. Mr. Jim Ouellette attended the meeting as a representative of the neighborhood. He reported that he had been speaking with the Town Manager to try to work out a solution, however, none had been forthcoming. It was suggested recently that Mr. Ouellette bring their case to the Water and Sewer Advisory Committee. His request was to abate the bills of all residents in the neighborhood that were affected for the 3 month billing cycle in the summer of 2024. Unfortunately, in his efforts to contact everyone, only 11 plus two properties that Mr. Ouellette owned responded. The total billed usage for these people is approximately \$5,300.

The Committee discussed the issues with Mr. Ouellette. Mr. Steve Cronin, the town's DPW Director had also provided some background information for the Committee to review. During deliberations, the Committee felt that an effort should be made to contact ALL residents of Crawford Ave. to determine who had been affected. This may result in a higher abatement settlement. Selectboard representative, Mr. Dan Chartrand moved and Committee member Mr. Carl Wikstrom seconded a motion to "advise the Selectboard to agree to a negotiated settlement of at least \$5300 with the residents of Crawford Avenue as compensation for their enduring eight months of periodic dirty water." This motion passed by a 5-0 vote.

Abatement Procedure. As the actual abatement amount was unknown at the time of this meeting, Committee Chair Bob Kelly suggested that, once the final billings of affected residents are arrived at, Mr. Kelly and Mr. Cronin will present the settlement to the Selectboard. The Town utility billing department was to be enlisted to assist in determining the final abatement settlement.

Respectfully submitted,
Robert Kelly, WSAC Chair

April 24, 2025

Town of Exeter (NH) Executive Committee

DRAFT Minutes for a Meeting of

March 25, 2025

1. Welcome and Introductions

The meeting was called to order in the Wheelwright Room, Exeter Town Offices, Exeter, NH by Russ Dean, Town Manager at 2:00 pm. Other Executive Committee members present included Melissa Roy, Asst Town Manager, and Corey Stevens, Town Finance Director.

Others in attendance included Steve Cronin, DPW Director, Steve Dalton, W&S Managing Engineer, and Robert Kelly, Chair, Town Water and Sewer Advisory Committee.

Mr. Kelly offered to take minutes of the meeting, the purpose of which was to discuss the Sewer Fund balance and potential uses and strategies for going forward, including analysis of rate changes.

2. New Business

a. Sewer Rate Discussions.

Mr. Stevens had previously supplied the attendees with data sheets on the Sewer Fund balance, as well as a list of potential Sewer oriented DPW projects over the next six years. Mr. Dean opened the discussions by noting that the Sewer Fund balance as of the end of 2024 was \$6,561,000. Mr. Kelly asked if this was *after* the WWTP bond payment, and Mr. Stevens affirmed. Mr. Stevens data sheet showed a 2024 Sewer Fund surplus of \$1,920,740.

The attendees discussed the current uncertain federal political climate whereby some funding and federal programs may not be available in 2025 or beyond, including SAG grants. If we back out current SAGs, do not include excess bond proceeds and add 2-1/2% for 2025 expense increases, an adjusted 2024 surplus may be approximately \$450,000.

Mr. Cronin brought up two issues: (1). The American Water Works Association (AWWA) recommends a minimum of 25% of revenues (\$8,726,015 in 2024) be allocated in a reserve fund for emergencies and projects that cannot wait until town meeting funding. Given the current funding climate, noted above, all agreed that this should be much higher, in the 40-50% range, in the near term to cover unanticipated funding losses. Mr. Kelly noted that both the Water and Sewer Funds have historically had reserves of approximately \$1M, beginning when the budgets were \$2-3M each year but had not been updated for budget increases for over 20 years. Issue (2) was that there were several large projects looming in 2026, the most critical of which is the High Street sewer capacity project of \$3.4M. This is slated for BRC review this fall with an annual bond payment of approximately \$320K beginning in 2027.

The attendees agreed that, due to its critical location within the town's infrastructure, the High Street project should be begun ASAP, with funding coming from current Sewer Reserves. In addition, a reserve target of approximately 40% of annual revenues should be recommended to the Selectboard which would yield a current reserve account of approximately \$3.5M. The difference from current reserves of \$6.5M to that figure would be used for projects such that ratepayers would not see a Sewer rate increase for at least 1-2 years.

b. Water Rate Discussions.

A meeting to discuss a similar analysis of the Water fund and rates was set for Tuesday April 1, 2025.

3. Committee Calendar

The attendees agreed that after the Water Fund meeting, Mr. Cronin and Mr. Kelly would attend a Selectboard meeting to discuss making these changes to managing the Water and Sewer Funds and associated Reserves.

The meeting was adjourned at approximately 3:00 pm.

Respectively submitted,

Bob Kelly

Recording Secretary pro tem

March 28, 2025

Lease-Purchase Financing for 2025



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

TO: EXETER SELECT BOARD AND TOWN MANAGER
FROM: COREY STEVENS, FINANCE DIRECTOR
SUBJECT: LEASE-PURCHASE FINANCING FOR 2025
DATE: APRIL 28, 2025

As you will recall, in March of this year voters approved the purchase of three pieces of equipment through lease/purchase financing: a sidewalk tractor, dump truck, and ADA van (Articles #18, 19 & 20 respectively). The town solicited financing packages from three different sources. TD Bank proved to be the most competitive bid with an interest rate of 4.10% for a 5-year repayment term. The alternative bids were for 4.95% and 5.77% for the same term.

I request the Board's approval to move forward with TD Bank's financing proposals at this time. I also request that the Chair sign the attached Lease Resolution authorizing the Town Manager to execute all documents related to closing on this financing.

Corey

LESSEE RESOLUTION

A RESOLUTION OF TOWN OF EXETER, NEW HAMPSHIRE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the Town of Exeter, New Hampshire, a body politic and corporate duly organized and existing as a political subdivision of the State of New Hampshire ("Lessee"), is authorized by the laws of the State of New Hampshire to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$481,847.00 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$481,847.00.

BE IT FURTHER RESOLVED that the Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Town Manager of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Town Manager of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

BE IT FURTHER RESOLVED that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Bank Qualified only BE IT FURTHER RESOLVED, that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this _____ day of _____, 2025

TOWN OF EXETER, NEW HAMPSHIRE

By: _____

Name: Niko Papakonstantis

Title: Selectboard Chair

Donation Acceptance – Public Art Sculpture

Public Art Sculpture

5 messages

Scott Ruffner <scottruffner@mac.com>

Fri, Apr 25, 2025 at 1:32 PM

To: Greg Bisson <gbisson@exeternh.gov>, Florence Ruffner <florenceRuffner@gmail.com>, David Tovey <dtovey@exeternh.gov>, Pam McElroy <pmcelroy@exeternh.gov>, Niko Papakonstantis <NPapakonstantis@exeternh.gov>

Greetings -

Please find attached a donation application for a metal sculpture to be placed in Town House Common next to the gazebo. The Arts & Culture Commission support this donation and location of the piece as a public art display.

We would like to have this added to the next week's Selectboard meeting if possible.

Thank you,
Scott Ruffner

Scott Ruffner
603-512-8396

3 attachments



IMG_1930.JPG
336K



IMG_1793.jpeg
4228K



IMG_1792.jpeg
1744K



TOWN OF EXETER, NEW HAMPSHIRE

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DONATION ACCEPTANCE FORM

Name of Donor: RUFFNER REAL ESTATE / TEAM

Contact Information (address, phone, email): FLORENCE RUFFNER
185 Water St. Exeter, NH / 603-674-5490

Description of Donation: METAL SCULPTURE

Conditions of Acceptance or Donor Designation: PLACARD OF ACKNOWLEDGE

Intended Use: PUBLIC ART IN TOWN HOUSE COMMON

Donor Estimate of Current Value (non-cash): \$1,500

TOWN USE ONLY

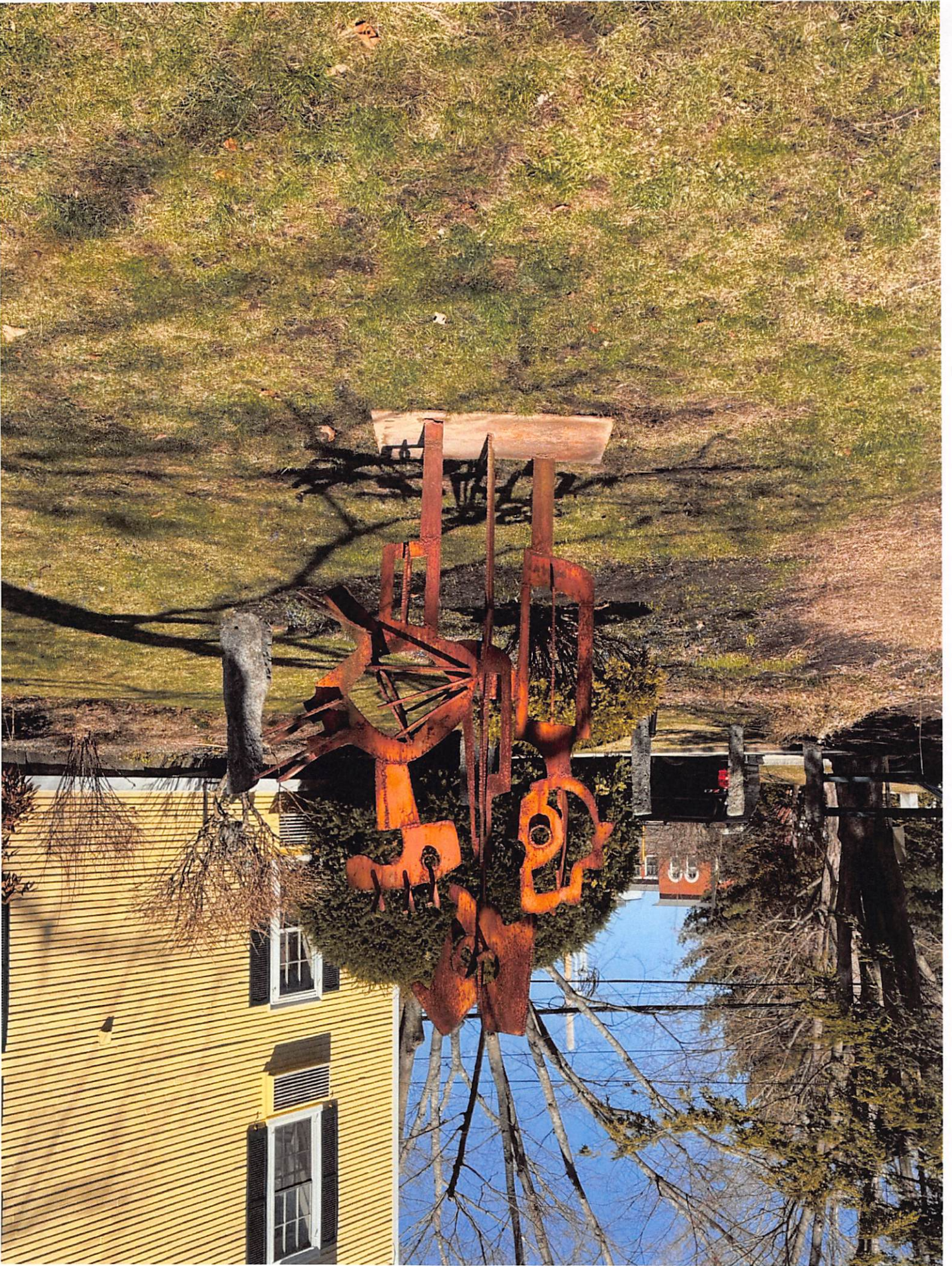
Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

Remarks: _____

Selectboard: **ACCEPTED / DENIED**

Date: _____





Mats Installation Funding Request



EXETER PARKS & RECREATION

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



TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager
CC: Melissa Roy, Assistant Town Manager
Corey Stevens, Finance Director
FROM: Greg Bisson, Director of Parks and Recreation
David Tovey, Assistant Director
RE: Mats installation funding request
DATE: 04/28/2025

On November 12, 2024, the department provided an update regarding Planet Playground, during which the Selectboard officially voted to approve the acceptance of the Land and Water Conservation Fund (LWCF) grant. Additionally, the department sought to inform the board about the recommendation from the Recreation Advisory Board regarding enhancements to the playground and the approval to conduct further fundraising activities to offset costs associated with the acquisition of the Alta Glide and ADA mats. The department has proposed soliciting volunteers for the installation; however, following a successful fundraising effort, we are now suggesting using Pettinellie and Associates, with assistance from any available volunteers, to install the mats in place. The playground installer has extensive experience installing these mats and the necessary technical expertise to execute the installation requirements successfully.

We value our volunteers but understand their time and experience limitations and want this installation to go smoothly without delay. Integrating the poured-in-place pathways and mats to ensure a smooth and level transition between surfaces to reduce the tripping hazard is essential. This news is unfortunate as we had anticipated using volunteers to install the mats for the entire installation, but we will be on a time crunch to complete the project. As our department heads into the busiest time of the year short-staffed, the Parks & Recreation Department cannot fill in gaps in volunteer skill, experience or manpower. At this juncture, engaging Pettinelli to install the mats represents the most advantageous course of action. This decision has been made after careful consideration, as we consistently strive to minimize costs.

Furthermore, this choice expedites the project timeline and guarantees a professional and proper installation, which is essential for durability, safety, and accessibility. By opting for a contractor, we significantly mitigate the town's liability; any errors or complications arising from the installation would then rest with a qualified professional instead of volunteers with varying levels of expertise. The installation date remains uncertain, further complicating the project's renovation and completion. Should the playground installation be completed before our designated volunteer day, it may not coincide with the completion, potentially causing further delays in the opening of the new playground. It is imperative to have a level, compressed surface with no indentations. If people would get on the wood fiber surface prior to the mats being installed, we would need to level and compress again to achieve the flat surfaces necessary for a correct installation.

A professional installation will ultimately conserve both time and financial resources. Although engaging volunteers may initially appear to be a cost-effective alternative, potential delays, errors, or the necessity

for reinstallation could incur unforeseen expenses and present logistical challenges. Proper installation guarantees that the mats adhere to safety and accessibility standards, benefiting patrons and mitigating the risk of future maintenance concerns.

Depending on volunteers for this project phase introduces uncertainty, as coordinating schedules and ensuring consistent workmanship can be challenging. This unpredictability complicates efforts to generate community support when the timeline for completion is in flux. Alternatively, we could concentrate volunteer efforts on smaller project tasks, where their contributions would be more effective and impactful, thus preserving the quality and efficiency of the installation process.

By proceeding with Pettinelli for this phase, we strategically invest in the project's success while preserving volunteer opportunities for areas that are more suitable for their involvement. Pettinelli has proposed installing all mats for a total cost of \$18,000. A discount will be offered if we can arrange for volunteers to assist with the installation on a specific date, which is currently undetermined. We have successfully raised approximately \$40,010 and have expended \$27,000, resulting in a remaining balance of approximately \$13,110 allocated for this aspect of the project. We recommend utilizing the Park Improvement Fund to address the funding deficit, estimated at around \$4,890. Regrettably, grant funds cannot be utilized due to the stipulations established by Build America Buy America.

We look forward to raising additional funds for playground enhancements and renovations through our recently launched Buy a Brick program.

Motion: To authorize the Parks and Recreation Department to utilize and not to exceed the Planet Playground Enhancement funds of \$13,110 and Park Improvement Funds of 4,890 to install the ADA mats at Planet Playground. And to approve any volunteer organization to assist in the installation of the mats to offset the cost.

Respectfully

Greg Bisson
Parks and Recreation Director

Donation Acceptance – Lang Plumer



EXETER PARKS & RECREATION



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TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager
CC: Melissa Roy, Assistant Town Manager
Corey Stevens, Finance Director
David Tovey, Assistant Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Donation Acceptance
DATE: 04/28/2025

The Exeter Parks and Recreation Department requests the official acceptance of the donation listed below for the Planet Playground ADA enhancement. We want to acknowledge this organization and have the select board officially vote to accept these donations. As previously listed, this donor and the others will be listed on the signage at the playground's entrance, by the ADA-accessible Alta Glide, and a memorial brick.

Lang Plumer

Total: \$510

We thank Lang Plumer for committing to enhancing Planet Playground and our community.

Motion: I move that the Selectboard accept the \$510 received from Lang Plumer for Planet Playground renovations and enhancements, and to direct the funds be held by the trustees of trust funds in a new trust account called the Planet Playground Renovation Fund. Disbursements to be made by further vote of the Selectboard related to the purpose of renovating and enhancing Planet Playground.

Attached is the donor form.

Greg Bisson

Director

Exeter Parks and Recreation



TOWN OF EXETER, NEW HAMPSHIRE

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DONATION ACCEPTANCE FORM

Name of Donor: LANG PLUMER

Contact Information (address, phone, email): 41 NEWFIELD RD, EXETER, NH

Description of Donation: CHECK \$510

Conditions of Acceptance or Donor Designation: PLANET PLAY GROUND
PLAYGROUND ENHANCEMENT

Intended Use: SAME

Donor Estimate of Current Value (non-cash): \$510

TOWN USE ONLY

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

Remarks: _____

Selectboard: ACCEPTED / DENIED Date: _____

Donation Acceptance – Gullick/Auman Family



EXETER PARKS & RECREATION



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TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager
CC: Melissa Roy, Assistant Town Manager
Corey Stevens, Finance Director
David Tovey, Assistant Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Donation Acceptance-Gullick
DATE: 04/28/2025

The Exeter Parks and Recreation Department requests the official acceptance of the donation listed below for the Planet Playground ADA enhancement. We want to acknowledge this organization and have the select board officially vote to accept these donations. As previously listed, this donor and the others will be listed on the signage at the playground's entrance, by the ADA-accessible Alta Glide, and a memorial brick.

Gullick/Auman Family

Total: \$600

We thank Gullick/Auman Family for committing to enhancing Planet Playground and our community.

Motion: I move that the Selectboard accept the \$600 received from Gullick/Auman for Planet Playground renovations and enhancements, and to direct the funds be held by the trustees of trust funds in a new trust account called the Planet Playground Renovation Fund. Disbursements to be made by further vote of the Selectboard related to the purpose of renovating and enhancing Planet Playground.

Attached is the donor form.

Greg Bisson

Director

Exeter Parks and Recreation



TOWN OF EXETER, NEW HAMPSHIRE

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DONATION ACCEPTANCE FORM

Name of Donor: GULLICIE / BAUMAN

Contact Information (address, phone, email): 6 DOLLOFF FARM DR
EXETER, NH 03833

Description of Donation: PLANET PLAYGROUND ENHANCEMENT

Conditions of Acceptance or Donor Designation: PLANET PLAYGROUND

Intended Use: PLANET PLAYGROUND ENHANCEMENT

Donor Estimate of Current Value (non-cash): \$600

TOWN USE ONLY

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

Remarks: _____

Selectboard: **ACCEPTED / DENIED**

Date: _____



EXETER PARKS & RECREATION



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TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager
CC: Melissa Roy, Assistant Town Manager
Corey Stevens, Finance Director
David Tovey, Assistant Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Donation Acceptance- Curtis Tree
DATE: 04/28/2025

The Exeter Parks and Recreation Department hereby requests the official acceptance of the donation outlined below. Will Curtis of Curtis Tree will generously donate his services to prune the trees surrounding Planet Playground, thereby ensuring the safety of the newly established playground.

We thank Will Curtis and Curtis Tree for donating their service to the Planet Playground renovation.

Motion: I move that the Selectboard accept the services provided by Will Curtis and Curtis Tree to perform Tree Trimming Work for the Planet Playground renovation project.

Attached is the donor form.

Greg Bisson

Director

Exeter Parks and Recreation



TOWN OF EXETER, NEW HAMPSHIRE

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DONATION ACCEPTANCE FORM

Name of Donor: CURTIS TREE

Contact Information (address, phone, email): 99 BEECH HILL, RD
EXETER, NH 03833

Description of Donation: TREE WORK - PLANET PLAYGROUND

Conditions of Acceptance or Donor Designation: ACKNOWLEDGEMENT OF SIGN

Intended Use: CLEAR UP TREE BRANCHES AROUND
PLANET PLAYGROUND

Donor Estimate of Current Value (non-cash): \$1800

TOWN USE ONLY

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

Remarks: _____

Selectboard: **ACCEPTED / DENIED**

Date: _____

Donation Acceptance – Curtis Tree

Donation Acceptance – United Way



EXETER PARKS & RECREATION



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TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager
CC: Melissa Roy, Assistant Town Manager
Corey Stevens, Finance Director
David Tovey, Assistant Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Donation Acceptance
DATE: 04/28/2025

The Exeter Parks and Recreation Department formally requests the acceptance of the donation detailed below, designated for services pertaining to a park cleanup in collaboration with the United Way Day of Caring. The activities to be undertaken include park cleanup, with support in staining the dugouts, cleaning the tennis court, as well as general park maintenance and assistance for the Planet Playground renovation volunteer opportunities, which comprise mat assistance, planting of flower beds, and staining fencing surrounding the transformer, among other tasks. A multitude of businesses participate in this event. In the previous year, we had a total of 35 volunteers on this day.

We express our gratitude to United Way Day of Caring for their collaboration with Exeter Parks and Recreation in facilitating a park clean-up as well as in the renovation of Planet Playground.

Motion: I move that the Selectboard accept the services provided by United Way Day of Caring, including assistance with the park clean-up and the Planet Playground renovation volunteer opportunities.

Attached is the donor form.

Greg Bisson

Director

Exeter Parks and Recreation



TOWN OF EXETER, NEW HAMPSHIRE

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www.exeternh.gov

DONATION ACCEPTANCE FORM

Name of Donor: United Way

Contact Information (address, phone, email): 110 CORPORATE DR, Portsmouth
NH 03801

Description of Donation: VOLUNTEER SERVICES - PARK CLEAN
PLANET PLAYGROUND ASSISTANCE

Conditions of Acceptance or Donor Designation: NONE

Intended Use: PARK CLEAN UP

Donor Estimate of Current Value (non-cash): NA

TOWN USE ONLY

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

Remarks: _____

Selectboard: ACCEPTED / DENIED

Date: _____

Donation Acceptance - RiverWoods



EXETER PARKS & RECREATION



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TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager
CC: Melissa Roy, Assistant Town Manager
Corey Stevens, Finance Director
David Tovey, Assistant Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Donation Acceptance-Riverwoods
DATE: 04/28/2025

The Exeter Parks and Recreation Department formally requests the official acceptance of the donation listed below for Senior Programming. We are pleased to announce that we have been selected by the Riverwood Residents' Charitable Funds Committee for funding to support our senior programming. Led by David Tovey, we presented our ongoing funding needs to the Charitable Funds Committee a few months ago. Recognizing that the hospital grant would soon expire, the Charitable Funds Committee has kindly supported our initiatives to continue the essential services provided to our seniors for \$15,000. This donation will enable us to maintain our current level of programming and provide our new Senior Coordinator with a budget to facilitate the transition to 10 Hampton Rd.

Riverwoods Residents Charitable Funds Committee.

Total: \$15,000

We thank the Riverwoods Residents Charitable Funds committee for supporting our senior programming.

Motion: I move that the Selectboard accept the \$15,000 received from Riverwoods' Residents Charitable Fund Committee for senior programming and direct that the funds be held by the trustees of trust funds in a new trust account called Senior Programming. Disbursement of the funds to be made by authorization of the Town Manager for senior programming expenses coordinated through the Exeter Parks & Recreation Department.

Attached is the donor form.

Greg Bisson

Director

Exeter Parks and Recreation



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

DONATION ACCEPTANCE FORM

Name of Donor: RIVERWOODS RESIDENTS-CHARITABLE FUNDS COMM.

Contact Information (address, phone, email): 5 TIMBER LANE, EXETER, NH

Description of Donation: \$15,000 CHECK

Conditions of Acceptance or Donor Designation: SENIOR PROGRAMMING

Intended Use: SENIOR PROGRAMMING

Donor Estimate of Current Value (non-cash): NA

TOWN USE ONLY

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

Remarks: _____

Selectboard: **ACCEPTED / DENIED**

Date: _____

cc: Town Manager, Finance Department

RiverWoods Exeter

5 Timber Lane
Exeter, NH 03833

April 21, 2025

Exeter Parks & Recreation Dept.
32 Court St.
Exeter, NH 03833

Dear David:

The enclosed check is a gift from the Residents of RiverWoods Exeter in appreciation for the work that you do serving us and the Seacoast Community.

If you would care to acknowledge this gift in writing, the Charitable Funds Committee would be happy to put your response in one of our semiannual publications of *Visions*.

Your reply should be sent to:

Janell Apicella
c/o RiverWoods Exeter
7 Riverwoods Dr.
Exeter, NH. 03833

Or she may be reached at:
japicella@rwexeter.org
603-658-1790

Sincerely,



John Convery
Chairman Charitable Funds Committee
RiverWoods Exeter

Town Manager Report

Select Board Committee Reports

Correspondence

Dear Town of Exeter & E911,

Thank you for letting me speak. I am very nervous. I am seriously concerned over the changing of the Meeting Place numbers. I believe this will cause a lot of issues for me and my neighbors. Let us weigh this out. Picture a scale: On one side you have E911 who wants all these changes. On the other side of the scale you have the US Postal Service, FedEx, UPS, Amazon, Walmart, and other companies, Google Maps/GPS, utility companies, a bank, Avesta housing, and the residents of their four apartment buildings all having to complete hundreds if not thousands of address changes as well as changes to legal documents like driver's licenses, checks, etc...

The four apartment buildings are low income housing and have many people who are elderly, disabled, and people who are struggling. Many of which need help with tasks such as address changes. A lot of them receive support from the Social Security Administration, Department of Health & Human Services, Fuel Assistance, Division of Children, Youth & Families, Section 8 Housing, Seacoast Mental Health Center, representative payees/trustees, medical supply companies, and home caregivers, or are getting other kinds of support services or resources, all of which will have to be changed. Each resident would be responsible for initiating their address changes with their services, on their vital/legal documents, or with any other business they engage with. All of the address changes with these agencies must be done at the same time, or the person risks losing their benefits, bills not getting paid, etc. For people who are elderly, disabled, or dependent on support staff, those tasks to change their address are not only time-consuming, but extremely overwhelming. The people who do not have support and cannot complete the task will obviously face negative outcomes. During the transition period to our "new" address, there would be a discrepancy in our legal documents making it hard to prove residency or identity. This also brings identity theft risks.

For all of these years, the fire department, the EMTs, and the police have managed to find the right locations for calls related to the current addresses. If you change the numbers, it will only bring confusion - potentially creating a delay in response to an emergency. In addition, Meeting Place Drive is a dead end street with no place for additional buildings. So correcting for further development isn't necessary. Overall, when evaluated, the problems this would create are far greater in number than any possible benefit. Thank you for your time!

Fwd: Request for a Four-way stop in Jady Hill

13 messages

Nancy Belanger <nbelanger@exeternh.gov>

Thu, Apr 24, 2025 at 10:57 AM

To: Niko Papakonstantis <npapakonstantis@exeternh.gov>

Cc: Russ Dean <rdean@exeternh.gov>, Melissa Roy <mroy@exeternh.gov>, Stephen Cronin <scronin@exeternh.gov>

Hi Niko,

Please see email below from Kristina Tindle with concerns in the Jady Hill area that were discussed during the Lilac Place application with the Planning Board.

Thank you,
Nancy

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

From: **Kristina Tindle** <kristinagourley@sandiego.edu>

Date: Wed, Apr 23, 2025 at 10:11 PM

Subject: Request for a Four-way stop in Jady Hill

To: <nbelanger@exeternh.gov>

Good Evening Ms. Belanger,

My name is Kirtsina Tindle. I am an Exeter resident (12 Bonnie Dr.) and attended several of the recent Planning Board meetings concerning Green & Company's project for Portsmouth Ave/ Lilac Place. You may recall I had requested the board to consider the possibility of adding a four way stop at the intersection of Bonnie Dr., Clover St., and Green Hill Rd due to limited sight lines and high speeds. Then, additionally, adding a three-way stop at the end of Bonnie Dr. where it intersects Haven Lane. Currently there are no stop signs at the intersection of Bonnie and Hven (though apparently years ago there were according to long-time residents). Lastly, I had also proposed either adding speed bumps on Bonnie Dr. or sidewalks due to the increase in projected traffic from construction vehicles, delivery trucks, and eventual residents. This small neighborhood already has an issue with speeding (it's rare people abide by the 25mph speed limit), but I anticipate this issue becoming more pronounced with a tripling of traffic within what is currently a dead-end neighborhood. This neighborhood is abuzz with pedestrian traffic, active kids, and dogs on walks. My only aim is to keep residents safe.

I was told by Dave Sharples at the Plannig Board meetings that I should bring this request to the Select Board to be sure side street safety is considered. Please let me know if there is a more formal way of submitting this request or a deadline to submit before the meeting on April 28th, 2025, or if this email will suffice. Likewise, in order to pursue this request, is it necessary to attend the select board meeting on Monday night?

Thank you so much for your assistance in this matter,

Respectfully,

--

Kristina Tindle**12 Bonnie Dr.****Exeter, NH 03833****cell: 978-491-8802****kristinagourley@sandiego.edu**

--



Pam McElroy <pmcelroy@exeternh.gov>

Fwd: Drinkwater Road

1 message

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

Fri, Apr 25, 2025 at 8:07 AM

For the packet, thank you.

Russ

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

From: **Niko Papakonstantis** <npapakonstantis@exeternh.gov>
Date: Fri, Apr 25, 2025 at 8:06 AM
Subject: Fwd: Drinkwater Road
To: Russ Dean <rdean@exeternh.gov>

Please include in packet under correspondence.

Thanks!!

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

From: **Niko Papakonstantis** <npapakonstantis@exeternh.gov>
Date: Fri, Apr 25, 2025 at 8:05 AM
Subject: Re: Drinkwater Road
To: Melissa Duderewicz <msmall2443@gmail.com>

Good morning Melissa,

The proposed ordinance is based on a recommendation by the Police and Public Works Departments, respectively. Monday night will be the first of three public hearings so no vote will be taken. The three hearings allow the Board to review all evidence and hear testimony from the public.

Respectfully,

Niko

On Thu, Apr 24, 2025 at 8:36 PM Melissa Duderewicz <msmall2443@gmail.com> wrote:
Good Evening,

I'm writing in regards to the Select Board's consideration to eliminate parking on both sides of Drinkwater Road. We are unfortunately unable to attend Monday's meeting.

I was unable to find information regarding this proposal online. Without this information, we cannot support the proposed ordinance.

We've lived here for almost two years now and have never had an issue with cars parking on the road. During the spring, summer and fall months cars often park at the entrance to the Academy trails but their presence does not provide an inconvenience or a safety concern. I can't recall a time where I saw another car (other than an Exeter police officer) parked along Drinkwater. So what led to this proposal? It seems there is no need for it and it would only inconvenience the people who live here.

If the board were to make a strong claim for this need or modify the proposal to include only the part of Drinkwater that's closest to High Street, we may reconsider. But based on the information we received on our door this afternoon, we cannot support this and hope the Select Board takes that into consideration when discussing the proposal Monday.

Please let me know if you have any questions and feel free to forward additional information you have regarding the proposed ban.

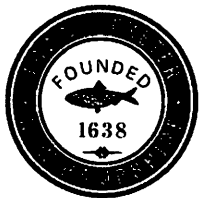
Thank you for your time.

Sincerely,

Melissa & Evan Duderewicz
54 Drinkwater Road

--

Russ Dean
Exeter Town Manager
10 Front Street
Exeter, NH 03833
(603) 773-6102
rdean@exeternh.gov





April 16, 2025

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

Re: Updated Information

Dear Members of the Board:

We are writing to share the updated information below should the Cable Television License/Franchise, in your community, contain a notices section. Please be aware all notices being served upon Comcast (Licensee/Franchisee) should be delivered, providing for a receipt as proof of delivery, to the following:

Comcast
Attn: Government Relations
222 New Park Dr.
Berlin, CT 06037

with a copy to the following addresses:

Comcast
Attn: Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast
Attn: Government Relations
One Comcast Center
Philadelphia, PA 19103

Also, as we are committed to keeping you and our customers informed about changes to Xfinity TV services, please note the following changes to the Xfinity channel lineup provided in your community. Customers are receiving notice of these channel lineup changes in their bill.

- *On May 22, 2025, ADULT channels 435-459 will be upgraded to HD and moved to channels 1883-1894.*
- *On May 22, 2025, HITZ channel 1880 and HITZ 2 channel 1881 will no longer be available; however, these networks will continue to be available on their other channel locations - HITZ channels 342/1817 and HITZ 2 channels 343/1818.*

Lastly, the back of this letter contains updated information related to Emergency/Trouble Reporting Procedures for Municipal Buildings. Please feel free to share this information with your municipal partners, as appropriate.

For your convenience I can be reached at Bryan_Christiansen@comcast.com or via phone at 617.279.6956 should you have any questions.

Very truly yours,
Bryan Christiansen

Bryan Christiansen, Director
Government & Regulatory Affairs

V#10/8

RECEIVED

APR 17 2025

Town Manager's Office

XOC_Municipal Building – Emergency/Trouble Reporting Procedures

April 2025

We have recently updated our menu options for reporting procedures to our Northeast Excellence Operations Center.

Please find below the emergency/trouble reporting procedure in the event a **municipal building** experiences issues with downed cable drops, public, education and government (PEG)/Local Access channels or to have our technical or construction staff on-site during an emergency.

- **STEP 1 Call 1-877-359-1821** (24/7 – XOC)
- **STEP 2 Select Option # 1** – Municipalities, Utilities, Police & Fire
- **STEP 3 Prompted for Reason for Call:**
 - Option # 1 – Down Wires (prompted to enter zip code)
 - Option # 2 – Pole hits, pole transfers and other non channel related Municipal Issues
 - NEW-** Option #3 - PEG (public, education or government) or Local Access Channels
- **STEP 4 Speak with Rep. and obtain job reference #**

Please find below the emergency/trouble reporting procedure in the event a **municipal building** experiences **INET Issues:**

- **STEP 1 Call 1-877-359-1821** (24/7 – XOC)
- **STEP 2 Listen to full menu of choices (DO NOT select Option #1 Municipalities) and Select Option # 5** – NSD Support including Network and facility events
- **STEP 3 Speak with Rep. and obtain job reference #**

The above steps will put you in touch with our Northeast Excellence Operations Center (XOC), 24-hours a day, and seven days a week. *Please note the XOC telephone number listed above IS NOT for public dissemination.*



Lindsey M. Stepp
Commissioner

Ora M. LeMere
Assistant Commissioner

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



MUNICIPAL AND PROPERTY
DIVISION
Samuel T. Greene
Director

Adam A. Denoncour
Assistant Director

April 14, 2025

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

Re: Exeter 2024 Sales Monitoring

Dear Municipal Assessing Officials,

As part of the Department's duty under RSA 21-J:11 II, I am forwarding the final results of the monitoring activity of the 2024 sale inspections for the Town of Exeter. Enclosed, please find the Monitoring Inspection Report. Please note, only property record cards with points and/or comments have been included.

The Monitoring Inspection Report was sent to the Municipal Resources, Inc. for their review on March 14, 2025.

If you have any questions, please feel free to contact me at (603) 230-5094 or william.e.loranger@dra.nh.gov.

Sincerely,

William E. Loranger, Real Estate Appraiser
Municipal and Property Division

Enclosure: Monitoring Inspection Report

cc: File

RECEIVED

APR 17 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.



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL & PROPERTY DIVISION

MONITORING INSPECTION REPORT

Municipality:	Exeter	Year:	2024	Purpose:	Sales Review
DRA Monitor:	W. Loranger	Date:	2/4/2025	Company Lister(s):	P. Moreau, P. McKenney, C. Gordon

		Map/Lot Numbers of Samples				Comments:
Data Items	Points	95-64-91	104-79-804	71-32	86-20-3	
Owner/Land Section		1	2	3	4	95-64-91
Address	1					PRC: 5% Func.Obsol. No explanation in Notes section.
Land Factors (topo/driveway/road)	1 Per					
View / Waterfront	2 Per					
Parcel ID	1					
Lot Size	1					
Land Use Code	1					
Neighborhood	1					
Sale History Section						
Sale Date	1					104-79-804
Sale Price	2					
Sale Validity Code	2					
Improvement Section						No Errors
Visit History Documentation / Coding	6					71-32 No Errors
Story Height	2					
Style Type	2					
Foundation Type	1					
Incorrect Photo	1					
Exterior Siding	1					
Roof Style / Cover	1 Per					
Interior Wall / Floor	1 Per					
Heating / Cooling Type	1 Per					
Bedrooms	1					
Bathrooms	2					
Grade	2					
Year Built	1					
Condition - Physical Conditon	2					
Func. Code / Under Construction	1 Per	1				
Comments / Notes	1 Per					86-20-3 No Errors
OB's if < 200 SF	1 Per					
OB's if > 200 SF	2 Per					
Extra Residential Features < \$5,000	1 Per					
Extra Residential Features > \$5,000	2 Per					
Sketch Accuracy < \$1,000 impact	1					
Sketch Accuracy > \$1,000 impact	2					
Sketch Accuracy > \$5,000 impact	4					
Sketch Labeling < \$5,000 impact	2					
Sketch Labeling > \$5,000 impact	4					
Commercial Factors						
Wall Height	2					
Frame Type	2					
Site Improvement Elements	1 Per					
Sprinkler	1					
Elevator / Lifts / Loading docks	1 Per					
Interior Inspection						
By Company Lister Y/N		N	N	N	N	
By DRA Monitor Y/N		N	N	N	N	
Total Points		1	0	0	0	

Monitoring points should total less than (6) for Residential; (9) for Commercial

Revised: January 29, 2021

State Use 1031
Print Date 10/30/2024 4:19:02 P

CURRENT OWNER						TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT							
HOGAN JUDITH A 13 VINCENT ST EXETER NH 03833						4	Rolling	1	All Public	1	Paved	3	Rural	Description	Code	Assessed	Assessed	2211 EXETER, NH VISION			
												RESIDENTIAL	1031	120,700	120,700						
												RESIDENTIAL	1031	300	300						
SUPPLEMENTAL DATA																					
Alt Prcl ID 0095 0064 0091						A12:															
Easement:						Historic:															
Book/Page						Antenna/T															
TIF Dist:						79E Dist:															
TIF Value:																					
A9:																					
GIS ID 095-064-0000						Assoc Pid#															
RECORD OF OWNERSHIP						BK-VOL/PAGE	SALE DATE	VOL/VOL	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)										
HOGAN JUDITH A						6421	2086	07-05-2022	Q	I	100,000	00	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
PIORKOWSKI LAURA M						5251	0513	09-30-2011	U	I	15,000	35	2024	1031	120,700	2024	1031	128,900	2023	1031	34,000
NEW HAMPSHIRE COMMUNITY						5225	2221	06-27-2011	U	I	37,400	00		1031	300		1031	1,000		1031	1,000
ROBBINS JOANNE L						4857	1148	10-30-2007	Q	I	41,000	00									
SKUMIN DENISE T						3434	1117	10-13-1999	Q	I	32,000	00	Total	121,000	Total	129,900	Total	35,000			
EXEMPTIONS						OTHER ASSESSMENTS						This signature acknowledges a visit by a Data Collector or Assessor									
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int													
Total																					
ASSESSING NEIGHBORHOOD																					
Nbhd	Nbhd Name	B	Tracing	Batch																	
0001																					
NOTES																					
8/14-METAL ROOF INSTALLED.									<div style="text-align: center;">WL / 2-4-25 Sales 24 EXT owner</div>												
1982 RITZCRAFT																					
SERIAL # 3779																					
3/15 GAS INSTALLED																					
8/22 ADDED SHD1; WDK-FOP; ADDED WDK.																					
BUILDING PERMIT RECORD									VISIT / CHANGE HISTORY												
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result							
14-159G	05-27-2014	ME	Mechanical	895	03-24-2015	100		INSTALL GAS TANK	09-03-2024	ET			41	Change Source Info							
									06-20-2024	SG			82	REVAL CALLBACK APPOI							
									03-11-2024	PM			25	Sale Review-Suprvsr							
									08-25-2022	PGM			22	Sale Review @door							
									01-30-2019	PGM			15	Res Field Reww							
									03-24-2015	STM			60	BP Review - Ext							
									08-25-2014	STM			07	Measur/Inf/Dr. Info taken at							
LAND LINE VALUATION SECTION																					
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value						
1	1031	Manf Hom NLM	M		0.000 AC	0.01	1.00000	5	1.00		1.000		0.0000	0.01	0						
Total Card Land Units					0.00 AC	Parcel Total Land Area					0.00	Total Land Value									

State Use 1031
Print Date 10/30/2024 4:19:06 P

Bldg # 1

A black and white photograph of a small, single-story house with a gabled roof and a chimney. The house is surrounded by trees and a lawn. A dark-colored car is parked on the right side of the image.

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	924	924	924	159.18	147,082
FOP	Porch, Open, Finished	0	56	11	31.27	1,751
WDK	Deck, Wood	0	20	2	15.92	318
Ttl Gross Liv / Lease Area		924	1,000	937		149,151



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL & PROPERTY DIVISION

MONITORING INSPECTION REPORT

Municipality:	Exeter	Year:	2024	Purpose:	Sales Review
DRA Monitor:	W. Loranger	Date:	2/4/2025	Company Lister(s):	P. Moreau, P. McKenney, C. Gordon

		Map/Lot Numbers of Samples				Comments:
Data Items	Points	104-2-2	104-70-2	104-70-11	104-79-524	
Owner/Land Section		5	6	7	8	104-2-2
Address	1					No Errors
Land Factors (topo/driveway/road)	1 Per					
View / Waterfront	2 Per					
Parcel ID	1					
Lot Size	1					
Land Use Code	1					
Neighborhood	1					
Sale History Section						
Sale Date	1					104-70-2
Sale Price	2					
Sale Validity Code	2					
Improvement Section						No Errors
Visit History Documentation / Coding	6					104-70-11
Story Height	2					
Style Type	2					
Foundation Type	1					
Incorrect Photo	1					
Exterior Siding	1					
Roof Style / Cover	1 Per					
Interior Wall / Floor	1 Per					
Heating / Cooling Type	1 Per					
Bedrooms	1					
Bathrooms	2					
Grade	2					
Year Built	1					
Condition - Physical Condition	2					
Functional Depreciation Code / UC	1 Per					
Comments / Notes	1 Per					
OB's if < 200 SF	1 Per					
OB's if > 200 SF	2 Per					
Extra Residential Features < \$5,000	1 Per					104-79-524
Extra Residential Features > \$5,000	2 Per					
Sketch Accuracy < \$1,000 impact	1					
Sketch Accuracy > \$1,000 impact	2					
Sketch Accuracy > \$5,000 impact	4					
Sketch Labeling < \$5,000 impact	2					
Sketch Labeling > \$5,000 impact	4					
Commercial Factors						
Wall Height	2					No Errors
Frame Type	2					
Site Improvement Elements	1 Per					
Sprinkler	1					
Elevator / Lifts / Loading docks	1 Per					
Interior Inspection						
By Company Lister Y/N		N	N	N	N	
By DRA Monitor Y/N		N	N	N	N	
Total Points		0	0	0	0	

Monitoring points should total less than (6) for Residential; (9) for Commercial

Revised: January 29, 2021



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL & PROPERTY DIVISION

MONITORING INSPECTION REPORT

Municipality:	Exeter	Year:	2024	Purpose:	Sales Review
DRA Monitor:	W. Loranger	Date:	2/4/2025	Company Lister(s):	P. Moreau, P. McKenney, C. Gordon

		Map/Lot Numbers of Samples				Comments:
Data Items	Points	81-69	74-67	32-3	72-98	
Owner/Land Section		9	10	11	12	81-69
Address	1					No Errors
Land Factors (topo/driveway/road)	1 Per					
View / Waterfront	2 Per					
Parcel ID	1					
Lot Size	1					
Land Use Code	1					
Neighborhood	1					
Sale History Section						
Sale Date	1					74-67
Sale Price	2					
Sale Validity Code	2					
Improvement Section						No Errors
Visit History Documentation / Coding	6					No Errors
Story Height	2					
Style Type	2					
Foundation Type	1					
Incorrect Photo	1					
Exterior Siding	1					
Roof Style / Cover	1 Per					
Interior Wall / Floor	1 Per					
Heating / Cooling Type	1 Per				1	
Bedrooms	1					
Bathrooms	2					No Errors
Grade	2					
Year Built	1					
Condition - Physical Conditon	2					
Func. Code / Under Construction	1 Per					
Comments / Notes	1 Per					
OB's if < 200 SF	1 Per					
OB's if > 200 SF	2 Per					
Extra Residential Features < \$5,000	1 Per					
Extra Residential Features > \$5,000	2 Per					
Sketch Accuracy < \$1,000 impact	1					PRC 2 of 2: Code ACD missing from extra features section.
Sketch Accuracy > \$1,000 impact	2					
Sketch Accuracy > \$5,000 impact	4					
Sketch Labeling < \$5,000 impact	2					
Sketch Labeling > \$5,000 impact	4					
Commercial Factors						
Wall Height	2					
Frame Type	2					
Site Improvement Elements	1 Per					
Sprinkler	1					
Elevator / Lifts / Loading docks	1 Per					
Interior Inspection						
By Company Lister Y/N		N	N	N	N	
By DRA Monitor Y/N		N	N	N	N	
Total Points		0	0	0	1	

Monitoring points should total less than (6) for Residential; (9) for Commercial

Revised: January 29, 2021

Property Location 44 RIVER ST
Vision ID 2405

Account # P5402R

Map ID 72/198/1

Bldg # 1

Bldg Name
Sec # 1 of 1

Card # 1 of 2

State Use 1093
Print Date 10/30/2024 4:24:57 P

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2211 EXETER, NH VISION						
LOCKE STEPHEN A & CAROLYN F J LOCKE STEPHEN A & CAROLYN F T 44 RIVER ST EXETER NH 03833		1 Level	1 All Public	1 Paved	2 Suburban	Description	Code	Assessed	Assessed							
						RESIDNTL	1093	378,800	378,800							
						RES LAND	1093	399,300	399,300							
		SUPPLEMENTAL DATA				RESIDNTL	1093	3,300	3,300							
		Alt Prcl ID 0072 0098 0000 Easement: Book/Page TIF Dist: TIF Value: A9: GIS ID 072-098-0000				A12: Historic: Antenna/T 79E Dist: Assoc Pid#		Total		781,400	781,400					
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)								
LOCKE STEPHEN A & CAROLYN F JOINT R		6475 2412	04-07-2023	U	I		38	Year	Code	Assessed	Year	Code	Assessed			
LOCKE STEPHEN ALLAN		6443 1464	09-30-2022	Q	I	128,000	00	2024	1093	378,800	2024	1093	378,800			
GANLEY EDWARD A		5855 0513	09-18-2017	Q	I	350,000	00		1093	399,300		1093	399,300			
WAKEMAN ROGER F		4195 2095	11-20-2003	U	I	238,700	00		1093	3,300		1093	3,300			
PHILLIPS EXETER ACADEMY		2510 1669		U		0						1010	142,500			
												1010	167,800			
												1010	2,000			
								Total	781,400	Total	781,400	Total	312,300			
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor								
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int								
Total																
ASSESSING NEIGHBORHOOD								APPAISED VALUE SUMMARY								
Nbhd	Nbhd Name		B	Tracing		Batch										
0001																
NOTES																
11/18 CORRECTED SKETCH, BP COMPLETE				COMPLETE 2024. 3-1-24 ADU COMPLETE, DEL												
11-17-22 ADD VINYL SIDING, AC, 1 BED UP- 2 BEDS BELOW GRADE.				UC.												
12/22 ADDED TILE & HDWD; 2 BEDS>1; DEL FPL; CORR. YR. BLT.				NOTE: L&B PLAN:												
12/23 LISTED ADU @ 50%. UC-PICK UP ADU																
WL 24-25 Sales 24 EXT																
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY								
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result		
24-126	06-27-2024	PO	Porch	50,000		0		REPLACE PORCH & MUDRO	10-21-2024	PGM			62	BP/QR - At Door		
23-127	04-28-2023	GA	Garage	325,000	09-29-2023	100	03-01-2024	GARAGE & SUNRM	03-01-2024	PGM			62	BP/QR - At Door		
23-060	03-13-2023	MS	Miscellaneous	20,200	03-01-2024	100	03-01-2024	MINI-SPLIT	02-22-2024	PM			25	Sale Review-Suprvsr		
18-117	07-18-2018	RE	Remodel	1,500	11-15-2018	100		ADD PORCH ROOF&STAIRS	09-29-2023	JB			62	BP/QR - At Door		
									12-08-2022	PGM			22	Sale Review @door		
									12-08-2022	PGM			22	Sale Review @door		
									11-17-2022	PGM			12	MLS Review		
LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1	1093	MULTI HSES WF	R-2		28,749 SF	9.02	1.40000	8	1.00	60	1.100		1.0000	13.89	399,300	
Total Card Land Units					0.66 AC	Parcel Total Land Area 0.66					Total Land Value					399,300

Property Location 44 RIVER ST
Vision ID 2405

Account # P5402R

Map ID 72 / 98 / 1

Bldg # 1

Bldg Name
Sec # 1 of 1

Card # 1 of 2

State Use 1093
Print Date 10/30/2024 4:24:58 P

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	08	Raised Ranch ✓			
Model	01	Residential ✓			
Grade:	03	Average ✓			
Stories:	1	1 Story ✓			
Occupancy	1				
Exterior Wall 1	25	Vinyl Siding ✓			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip ✓			
Roof Cover	03	Asph/F Gls/Cmp ✓			
Interior Wall 1	05	Drywall/Sheet ✓			
Interior Wall 2					
Interior Flr 1	11	Ceram Clay Til ✓			
Interior Flr 2	12	Hardwood ✓			
Heat Fuel	03	Gas ✓			
Heat Type:	04	Forced Air-Duc ✓			
AC Type:	06	Ductless AC ✓			
Total Bedrooms	01	1 Bedroom ✓			
Total Bthrms:	2				
Total Half Baths	1				
Total Xtra Fixtrs					
Total Rooms:	5	5 Rooms ✓			
Bath Style:	02	Average ✓			
Kitchen Style:	02	Average ✓			
MHP					

CONDO DATA			
Parcel Id		C	Owne 0.0
		B	S
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			
COST / MARKET VALUATION			
Building Value New		274,500	
Year Built		1972	
Effective Year Built		2004	
Depreciation Code		G	
Remodel Rating			
Year Remodeled			
Depreciation %		20 ✓	
Functional Obsol		0	
External Obsol		0	
Trend Factor		1	
Condition			
Condition %			
Percent Good		80 ✓	
RCNLD		219,600	
Dep % Ovr			
Dep Ovr Comment			
Misc Imp Ovr			
Misc Imp Ovr Comment			
Cost to Cure Ovr			
Cost to Cure Ovr Comment			

UST ✓	
BAS ✓	SFB ✓
12 ✓	REP ✓
12	
	36 ✓
BAS ✓	36 ✓
	FOP ✓
	7 ✓
	5 ✓
	2 ✓

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
PAT1	PATIO-AVG	L	144	5.00	2004		50		0.00	400
RPV1	PAVED DRIVE	L	1	1000.00	2000		100		0.00	1,000
SHD2	W/LIGHTS ET	L	112	16.00	2005		50		0.00	900
PAT2	PATIO-GOOD	L	144	7.00	2023		100		0.00	1,000
ACD	DUCTLESS A	B	1	2500.00			80		0.00	2,000

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	864	864	864	179.11	154,751
FEP	Porch, Enclosed, Finished	0	144	101	125.63	18,090
FOP	Porch, Open, Finished	0	35	7	35.82	1,254
SFB	Base, Semi-Finished	0	792	396	89.56	70,928
UST	Utility, Storage, Unfinished	0	72	25	62.19	4,478
Ttl Gross Liv / Lease Area		864	1,907	1,393		249,501



Property Location 44 RIVER ST
Vision ID 2405

Account # P5402R

Map ID 72/198/1

Bldg # 2

Bldg Name
Sec # 1 of 1

Card # 2 of 2

State Use 1093
Print Date 10/30/2024 4:24:58 P

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2211 EXETER, NH VISION					
LOCKE STEPHEN A & CAROLYN F J		1 Level	1 All Public	1 Paved	2 Suburban	Description	Code	Assessed	Assessed						
LOCKE STEPHEN A & CAROLYN F T						RESIDNTL	1093	378,800	378,800						
44 RIVER ST						RES LAND	1093	399,300	399,300						
EXETER NH 03833						RESIDNTL	1093	3,300	3,300						
SUPPLEMENTAL DATA															
Alt Prcl ID 0072 0098 0000					A12:										
Easement:					Historic:										
Book/Page					Antenna/T										
TIF Dist:					79E Dist:										
TIF Value:					Assoc Pid#										
A9:															
GIS ID 072-098-0000															
Total										781,400	781,400				
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)							
LOCKE STEPHEN A & CAROLYN F JOINT R	6475 2412	04-07-2023	U	I		38		Year	Code	Assessed	Year	Code	Assessed		
LOCKE STEPHEN ALLAN	6443 1464	09-30-2022	Q	I		728,000	00	2024	1093	378,800	2024	1093	378,800		
GANLEY EDWARD A	5855 0513	09-18-2017	Q	I		350,000	00		1093	399,300		1010	142,500		
WAKEMAN ROGER F	4195 2095	11-20-2003	U	I		238,700	00		1093	3,300		1010	157,800		
PHILLIPS EXETER ACADEMY	2510 1669		U			0						1010	2,000		
Total								781,400	Total	781,400	Total	312,300			
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor							
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int							
Total															
ASSESSING NEIGHBORHOOD								APPRaised VALUE SUMMARY							
Nbhd	Nbhd Name		B	Tracing		Batch		Appraised Bldg. Value (Card) 376,800							
0001								Appraised Xf (B) Value (Bldg) 2,000							
								Appraised Ob (B) Value (Bldg) 3,300							
								Appraised Land Value (Bldg) 399,300							
								Special Land Value 0							
								Total Appraised Parcel Value 781,400							
								Valuation Method C							
								Total Appraised Parcel Value 781,400							
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY							
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result	
LAND LINE VALUATION SECTION															
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value
2	1093	MULTI HSES WF			SF		0.00000	0	1.00		1.000		0.0000		0
Total Card Land Units 0.00 AC Parcel Total Land Area 0.66 Total Land Value 0															

State Use 1093
Print Date 10/30/2024 4:25:04 P

A black and white photograph of a two-story house with a gambrel roof. The house features a large four-pane window in the gable and two large garage doors with small transoms. The house is surrounded by bare trees and a lawn.

Bulletin #15: Speak Up at Risk Pool Hearing

1 message

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

Fri, Apr 18, 2025 at 3:32 PM

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 15

2025 Session

April 18, 2025



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

Speak Up at Risk Pool Hearing

On **Wednesday, April 23, at 1:30 p.m.**, on **Legislative Office Building Room 302-304**, the **House Commerce and Consumer Affairs Committee** will hold a public hearing on **SB 297**, which relates to the operations and oversight of pooled risk management programs that are created by cities, towns, counties, and school districts to reduce risks and associated insurance costs, shifting risk from an individual political subdivision to the pool.

Officials and employees from municipalities impacted by the potential loss of health insurance coverage as a result of this bill—or concerned about the financial exposure their municipality would face as a member of a health pool under the bill's model—should attend this hearing. For detailed instructions on ways to give your position on these and any other bills, see *"How to Make Your Voice Heard"* below.

NHMA continues to receive questions and hear concerns from our members about **SB 297**. While we take no position on whether cities and towns should obtain their coverage from risk pools, we stand for local control, which includes the right of municipalities to form, join, and govern risk pools if they choose to do so. As such, NHMA is opposed to SB 297 for two primary reasons: The effect it would have on the operations of insurance risk pools and the effect it would have on municipalities that choose to

participate in health pools. **SB 297** would establish a regulatory regime that would create new obligations for municipalities, some of which apply only to health pools:

Creates additional costs for members: Pools would be required to collect additional funds from municipalities, in the form of assessments or replenishments, if losses cause the pool to fall below certain minimum reserve amounts specified in the statute or if the pool is deemed insolvent.

Establishes a new mandate for municipalities: Municipalities would be required to create a non-lapsing reserve fund (a health care stabilization fund) to participate in a health pool. These reserve funds would be used to pay for assessments that may be levied during the year if the pool's reserves fall below the mandated levels in the bill or the pool becomes insolvent.

- The bill requires the municipal member to fund the reserve fund in amount equal to at least 1% of the municipality's health contribution, until the fund is equal to 4% of contributions. If the reserve fund is used to pay an assessment or replenishment, then the municipality must again rebuild at the rate of at least 1% per year until the fund is at 4%. In the end, this is a state mandate to appropriate more money than would otherwise be required to be a member of the health pool.
- Although the bill does say the municipality cannot participate in the health pool if the reserve fund isn't in place, we do not know what would happen to a health pool member if the legislative body did not appropriate the necessary minimum amount, especially since, for most municipalities, pool membership renewals each year occur before the annual meeting at which reserve fund appropriations are approved.
- And, although the purpose of the mandate stabilization fund is to set aside money to pay an assessment or replenishment, there is no guarantee that the money set aside in the fund would be sufficient to pay such a "surprise bill." **In other words, the municipality faces unlimited financial risk under the model in SB 297.**


Changes to pool members' responsibilities: These changes include that municipality must agree in writing that they are ultimately the responsible party for any potentially losses incurred while participating in a risk pool and that municipalities that terminate coverage are responsible for losses that occurred during the prior year. **Read NHMA's letter to our members [here](#).**

RTK Bill is Bad News for Cities and Towns

On **Thursday, April 24**, at **1:00 p.m.** in **State House (SH) Room 100**, the **Senate Judiciary Committee** will hold a public hearing on **HB 66**, which replaces "citizen" in RSA 91-A, the Right-to-Know law, with "person." This change is opposed by NHMA because it will likely lead to a flood of requests from non-residents, increasing administrative burdens and costs for municipalities. It could also aid in fraudulent activities and identity theft – including, but not limited to, AI "bots" posing as individuals to harvest personal information from various municipal records.

HB 66 runs counter to both Article 8 of the New Hampshire Constitution, which states the government be responsive to ***the people who formed it***, and to the current language in RSA 91-A, which has endured through numerous amendments to the statute, referencing that it is the right of "***every citizen***" to access governmental records.

Additionally, the bill allows for electronic requests with the requestor choosing the method of response, which can include electronic delivery. An amendment to the bill has made response delivery more complicated by adding language that only certain requestors deemed to have a New Hampshire connection can elect to receive the response in a manner other than appearing in person, with other requestors required to appear to pick up the response. Even with the amendment, NHMA opposes this bill.

 A group of people sitting in chairs in a room AI-generated content may be incorrect.

Zoning Mandates Draw a Crowd

Municipal officials and residents from across the state turned out in force Tuesday at public hearings on a slate of zoning mandates, which generated media coverage in print and on TV.

The biggest crowd was in the [House Housing Committee](#), where local officials, residents, and current and former state representatives from Rollinsford to Raymond, Londonderry to Lyme, and Brookline to Weare, spoke out against these mandates. Across the street in the State House, others testified before the [Senate Commerce Committee](#) about other zoning bills. **NHMA is grateful to everyone who turned out to oppose these bills, which would fundamentally shift control away from municipal authorities—and local voters—**replacing local decision making with statewide dictates. The importance of addressing housing shortages is undeniable, but urgency must not come at the expense of thoughtful policymaking and responsible, sustainable growth. In the end, zoning and planning are not merely technical exercises—they are reflections of the values and visions of the communities they serve.

No actions on the bills were taken following these hearings, so if you were not able to attend, **there's still time to contact members** of the [House Housing](#) and [Senate Commerce](#) committees, as well as your [local representatives](#) and [senator](#), to share your opposition.

What's happening this week:

On **Tuesday, April 22**, in **LOB Room 305**, the [House Housing Committee](#), will hold subcommittee work sessions on two priority zoning mandates opposed by NHMA.

At **10:00 a.m.**, the committee will review [SB 188](#), which allows property owners or developers to use licensed, insured private providers for building code plan reviews and inspections related to the state building code and any local technical amendments, excluding fire prevention and fire safety codes. The bill also requires a municipal regulatory body to review and approve or provide written notice to the independent provider of any specific deficiencies or compliance issues within a required number of days (3 days or 5 days for code inspections depending on the type of building and 8 days for reviews of development documents and permits). Approvals will be considered granted as a matter of law (i.e., “building permits by default”) if the municipal regulatory body fails to respond within the mandated time limit.

At **1:00 p.m.**, the committee will take up [SB 170](#), relative to development and related requirements in cities, towns, and municipalities. Some specific state mandates in this bill that would negatively impact municipalities are banning frontage or setback requirements greater than 50 feet and prohibiting municipalities from capping the number of housing lots on a dead-end road or street.

Work sessions are not public hearings but are less formal than executive sessions, and some committees allow input relevant to a bill from members of the public. It's unclear if that will be the case with these bills. If you can't attend the work session, please [email committee members now](#) to provide your feedback on these particularly troubling bills.

On **Thursday, April 24**, at **1:00 p.m.** in **LOB Room 103**, the [Senate Commerce Committee's](#) Subcommittee on Housing meets for a work session. No specific bills were listed in the calendar notice, as has been the practice with this subcommittee, but the following bills were referred to the subcommittee: [HB 296](#) (building on Class VI roads), [HB 410](#) (prohibiting “extraordinary restrictions” on development), [HB 631](#) (residential building in commercial zones), [HB 685](#) (manufactured housing by right in residential zones)—and [HB 649](#), the bill repealing motor vehicle inspections. **Please contact the subcommittee members (Sens. [Innis](#), [Murphy](#), [Reardon](#)) and reiterate your opposition to these bills.**

We have entered “crunch time” on all these mandates and the combined—and sustained—efforts of NHMA and our members is crucial over the coming months. Please stay informed and engaged on these bills impacting your communities. For the full list of mandates that have been passed by the House or Senate and are now with the other chamber, please see our “[special](#)” [legislative bulletin](#).

In case you missed it: NHMA Executive Director Margaret Byrnes [appeared on a segment of WMUR-TV’s “CloseUp”](#) on April 13, discussing the impact of statewide zoning mandates on local control.

Election Law and Municipal Bill Hearings Tuesday

On **Tuesday, April 22**, beginning at **9:15 a.m.**, in **LOB Room 103** the [Senate Election Law and Municipal Affairs Committee](#) will hold public hearings on six bills:

HB 124 (9:15 a.m.), enabling a municipal forest committee or conservation commission to offer surplus money to the municipality for deposit in the municipal unreserved fund balance. NHMA supports this bill.

HB 138 (9:30 a.m.), relative to tax impact notation on warrant articles with multi-year tax impacts. (NHMA opposes)

HB 168 (9:45 a.m.), relative to including municipal public works facilities as eligible capital facilities for the assessment of impact fees. (NHMA supports.)

HB 284 (10:00 a.m.), requiring tax impact statements on municipal warrant articles. (NHMA opposes)

HB 200 (10:15 a.m.), relative to the procedure for overriding a local tax cap. (NHMA opposes)

HB 374 (10:30 a.m.), relative to local tax cap and budget laws. (No position)

To share your position on these bills remotely, the Senate has [a remote sign-in sheet](#). Written testimony can be submitted via the “Email Entire Committee” link found on the [Senate committee page](#).

Also on **Tuesday, April 22**, beginning at **10:00 a.m.**, in **LOB Room 306-308**, the [House Election Law Committee](#) has hearings on several election bills we are following.

SB 44 (10:00 a.m.), relative to hand counts of ballots in elections. (Oppose)

SB 218 (10:40 a.m.), relative to absentee ballot outer envelopes. (Support)

SB 103 (11:20 a.m.), relative to the number of polling stations that are available for certain towns. (Oppose)

SB 16 (1:00 p.m.), requiring municipalities to post a copy of election return forms on their websites and in public locations. (No position)

SB 45 (1:20 p.m.), clarifying the placement of advertising signs on state-owned property. (No position)

Municipal election officials can share their positions on any of these bills by attending the hearings or using the House [online testimony submission system](#) to indicate your position on the bill with an option to attach testimony.

Senate Acts on Municipal Bills

The Senate met Thursday and passed three NHMA-supported bills, as well as six other bills of municipal interest. Amended bills will go back to the House; all other bills will be enrolled and sent to the governor.

Bills supported by NHMA:

- **HB 86**, increasing the cost of service for notice of civil forfeiture of unlicensed dogs to the rate for certified mail.
- **HB 134**, updating the state building code to incorporate a more recent (2023) version of the National Electrical Code. Passed with amendment 2025-1436s.
- **HB 294**, amending the current law regarding the processing of absentee ballots by removing the provision that allows 10 or more voters present at the polls to postpone the processing of absentee ballots.

Other municipal bills:

- **HB 92**, requiring recusal of members of zoning boards of adjustment and planning boards in certain circumstances. Passed with amendment 2025-1472s.
- **HB 99**, modifying the optional property tax exemption for permanently and totally disabled veterans to increase the maximum about from \$4,000 to \$5,000.
- **HB 165**, increasing the maximum amount of disaster relief funding provided to municipalities after a natural disaster.
- **HB 265**, requiring that a public body's meeting minutes include start and end times of the meeting and the printed name of the recording secretary. Passed with amendment 2025-1544s.
- **HB 269**, amending the procedure for correcting the voter checklist prior to election day by removing the requirement for a Saturday session of the supervisors of the checklist, allowing for flexibility as long as the session occurs in accordance with the statutory requirements.
- **HB 426**, allowing charitable organizations to request a retroactive property tax exemption for the 2024 and/or 2025 tax years if they can demonstrate to the selectmen that they were unable to file their statement of financial condition due to accident, mistake, or misfortune.

Senate Finance Begins Budget Work

The **Senate Finance Committee** met Monday to hear presentations from members of the **House Finance Committee** on their version of the state budget, **HB 1** and **HB 2**, which the House adopted last week. Senate Finance met later in the week to begin hearing from executive branch agencies and other statutory entities that are funded through the budget, with more sessions scheduled for next week.

A public hearing on the budget has been scheduled for **Tuesday, May 6**, beginning at **1 p.m.** in **Representatives Hall**.

NHMA has reviewed the budget and submitted a letter to Senate Finance, providing feedback on sections of the budget that impact municipalities, including a change to the meals and rooms tax distribution. You can read the [full letter here](#).

The Senate is expected to make several changes to the budget over the next six weeks, so the process is far from over and NHMA and our members can and will continue to advocate for the interests of municipalities. The Senate must pass its budget by June 5 and both chambers must agree on a spending plan to send to the governor by June 26.

2025 Legislative Half-Time Webinar

NHMA legislative advocates Sarah Burke Cohen and Brodie Deshaies and Executive Director Margaret Byrnes recorded an update on the key bills and topics affecting municipalities in a "Legislative Crossover" video [available here](#).

Crossover (Thursday, April 10) was the date by which a bill must pass either the House or the Senate in order to cross over to the other chamber for consideration.

Ambulance Rate Debate Continues

The **Senate Health and Human Services Committee** held a hearing Wednesday on **HB 316** with NHMA—and multiple ground ambulance providers—testifying in opposition. The bill eliminates balance-billing and sets the reimbursement rate for non-Medicare/Medicaid health insurance carriers at approximately 200%. According to municipal and private ambulance providers, whose off-duty rigs literally surrounded the Legislative Office Building on Wednesday, the reimbursement rate set by **HB 316** is not adequate and would likely lead to the collapse of the state's Emergency Medical Services (EMS) system. Instead, they endorsed the higher reimbursement rate (325%) proposed in **SB 245**, which most providers feel could allow services to continue.

The commissioner of insurance and insurance department staff testified about a cost study done pursuant to legislation last year, which has been repeatedly panned by providers. Although the department originally touted the report as definitive in demonstrating the appropriate reimbursement rate was in the 200% range, staff noted Wednesday that the cost study was conducted on a tight deadline and had to rely on secondary sources for information.

Senate Health and Human Services took no action on the bill Wednesday. **SB 245**, which contains the higher reimbursement rate, has not yet been scheduled for a hearing before the **House Commerce and Consumer Affairs Committee**. **Please continue to reach out to your local representatives and senator** to explain the need for a fair reimbursement rate to ensure that ground ambulance services remain viable.

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 just want to contact your legislators, there are **Contact a Senator** and **Contact a Representative** links on the **General Court** website.

Note: For anyone who prints these emails out, all of the above links are available on the General Court website at: <https://gc.nh.gov/>

Because the House and Senate have moved to digital calendars, committees can now reschedule when there is bad weather, absences, or when issues with bills haven't been worked out. If you are planning to attend a hearing or work session in person, we strongly recommend checking the **House Digital Calendar** and **Senate Digital Calendar** before heading to the State House. For those of you with an interest in a particular bill or set of bills, please use the ‘subscribe’ feature on **FastDemocracy** to get email updates when those bills are scheduled or rescheduled.

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 to be added to our email list for the *Legislative Bulletin*.

NHMA Events Calendar 2024 Final Legislative Bulletin

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Bulletin #16: Update on NHMA Priority Bills

1 message

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

Fri, Apr 25, 2025 at 2:32 PM

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 16

2025 Session

April 25, 2025



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

Update on NHMA Priority Bills

All legislative sessions have a similar pace. A blizzard of bills are introduced in January—primarily on the House side—and there’s a mad rush to deal with them all before legislative crossover in early spring. Throw in the state budget process every other year and the first three-and-a-half months of the session can be pretty frantic. As 2025 crossover fades in the rearview mirror and we head into school vacation week, things are far from over and the stakes are higher than ever. With that in mind, here is an update on 16 NHMA priority bills still wending their way through the State House. Twenty-one other bills on our priority list—some good, most bad for municipalities—have been killed, tabled, held in committee or otherwise taken off the board this spring. The fate of these bills remains uncertain, so we’re asking members to remain **engaged on this legislation, as the concerted efforts of municipalities could still sway—or temper—the outcome of many proposals**. For detailed instructions on ways to give your position on these and any other bills, see “*How to Make Your Voice Heard*” below.

Right-to-Know Law

HB 66 (oppose), replaces “citizen” in RSA 91-A, the Right-to-Know law, with “person.” **Status:** **Senate Judiciary Committee** held a public hearing this week and subsequently recommended the bill inexpedient to legislate (ITL); the bill will be on the consent calendar at a future Senate session. Thank

you to all the local officials who spoke at the hearing and contacted their senators on this deeply problematic bill.

Risk Pools

SB 297 (oppose), relating to the operations and oversight of pooled risk management programs that are created by cities, towns, counties, and school districts to reduce risks and associated insurance costs, shifting risk from an individual political subdivision to the pool. **Status:** **House Commerce and Consumer Affairs Committee** held public hearing Wednesday; subcommittee work session to be scheduled. *See more on this bill below.*

Zoning Mandates

In terms of sheer volume, attempts to shift control of zoning and planning away from local voters and municipal authorities have proliferated this session. Because these bills carry no cost to the state, they have—until recently—enjoyed bipartisan support. Framed as attempts to tackle the growing shortage of affordable housing and foster development, these sweeping, one-size-fits-all statewide mandates do nothing to incentivize or encourage the building of *affordable* housing. Thanks to the sustained efforts of municipalities and other advocates of local control from across the political spectrum, serious concerns about statewide mandates, as well as the specific technical deficiencies and potential conflicts between these bills, are finally being considered—but much **more advocacy is needed to stop these bills from passing**. As you will see below, the Senate Commerce Subcommittee on Housing has already recommended most of these problematic bills as ought to pass.

HB 577 (oppose) requires municipalities to allow either one detached or attached accessory dwelling unit (ADU) by right on single-family lots. In addition to expanding to detached units, the bill would repeal several vital provisions that provide for local regulation in the current ADU statutes and would essentially turn single-family residential zones into two-family residential zones with no on-site parking requirements. **Status:** Three-member subcommittee of the **Senate Commerce Committee** is recommending ought to pass (OTP); full committee can hold executive session at any time.

HB 631 (oppose) permits residential building in commercial zones by right, mandating mixed-use development in nearly every zoning district in New Hampshire. While promoting urban density, it may lead to conflicts over land use priorities and contradicts one of the key purposes of zoning in RSA 674:17: to “consider the character of the area involved and its peculiar suitability for particular uses.” **Status:** Three-member subcommittee of the **Senate Commerce Committee** is recommending OTP; full committee can hold executive session at any time.

HB 685 (oppose), mandates manufactured housing by right in residentially zoned areas. The bill’s language directly conflicts with RSA 674:32, the existing statute that says, “Municipalities shall afford reasonable and realistic opportunities for the siting of manufactured housing...” and mandates several updates to local zoning ordinances. **HB 685** establishes a conflicting requirement that will create confusion for municipalities, local land use boards, voters, and developers. **Status:** Three-member subcommittee of the **Senate Commerce Committee** is recommending OTP; full committee can hold executive session at any time.

[Click here](#) to watch the **Senate Commerce subcommittee** discussions on **HB 577**, **HB 631**, and **HB 685**.

HB 410 (oppose) prohibits municipalities from enforcing or adopting any “extraordinary restriction of residential property,” an undefined term, unless the ordinance is directly necessary for the health or safety of the community. It would somehow require the legislative body (the voters) to produce “empirical evidence” to defend adoption of such an ordinance, with no process outlined for how that works; the bill also states empirical evidence “may be relevant ... but are not necessarily dispositive”! Additionally, **HB 410** would conflict with all the other zoning mandates relative to residential zones.

Status: Three-member subcommittee of the **Senate Commerce Committee** is recommending the bill be re-referred; full committee can hold executive session at any time.

SB 84 (oppose), mandates zoning ordinances to allow smaller lot sizes for all single-family homes, overriding current zoning regulations. The bill also requires municipalities to provide empirical evidence that the sewer system cannot support the lots, which adds a layer of complexity and bureaucracy in local government. **Status:** **House Housing Committee** executive session on **Tuesday, May 6, at 10:00 a.m. in LOB Room 305.**

SB 163 (oppose), prohibiting local moratoria and limitations on building permits. **Status:** **House Housing Committee** executive session on **Tuesday, May 6, at 10:00 a.m. in LOB Room 305.**

SB 170 (oppose), relative to development and related requirements in cities, towns, and municipalities. The bill has several conflicting and unworkable zoning mandates, such as, but not limited to, ending most connectivity requirements for subdivisions, mandating unlimited development at the end of dead-end roads or cul-de-sacs, tying maximum dead-end roads lengths to the state fire code (the state fire code does not regulate road lengths), preventing or limiting cluster developments and other innovative land uses, and banning any setback or frontage requirements larger than 50 feet. It also establishes a new, convoluted, and conflicting process for recording of plats and plans at the registry of deeds, which would conflict with RSA 674:37. **Status:** **House Housing Committee** executive session on **Tuesday, May 6, at 10:00 a.m. in LOB Room 305.**

SB 188 (oppose), allows property owners or developers to use licensed, insured private providers for building code plan reviews and inspections related to the state building code and any local technical amendments, excluding fire prevention and fire safety codes, and creates a “building permits by default” model if communities fail to meet strict deadlines. **Status:** **House Housing Committee** executive session on **Tuesday, May 6, at 10:00 a.m. in LOB Room 305.**

SB 284 (oppose), limits residential parking spaces to one parking space per residential unit. **Status:** **House Housing Committee** amended the bill with its preferred parking language from **HB 382** as passed by the House, and **SB 284** is on next Thursday’s House consent calendar with a recommendation of OTP as amended (OTP-A). (Note: The **Senate Commerce Committee** adopted a replace all amendment to **HB 382** relative to vehicle funding loan contracts.)

Unfortunately, these aren’t the only problematic zoning bills targeting local control; earlier this month we posted a **“special” legislative bulletin** covering the full list of mandates that have been passed by the House or Senate and are now with the other chamber. A special interest group launched a multimedia campaign this month to push as many zoning mandates across the finish line as possible, so **it’s essential for local officials and residents to continue to engage with legislators, share their concerns, and advocate for balanced, practical approaches to zoning and housing development.**

Ground Ambulance Reimbursement

There’s broad agreement for eliminating balance billing—*i.e.* billing a patient for the difference between the full cost of the service and the amount their insurance plan pays—for ground ambulance services, but the House and Senate have very different ideas about where to set reimbursement rates for private insurers to offset the loss of revenue from balance billing. NHMA believes municipal ambulance services are essential services and not profit-driven; thus, appropriate reimbursement rates are crucial for their sustainability.

HB 316 (oppose), eliminates balance billing and sets a reimbursement rate for non-Medicare/Medicaid health insurance carriers at approximately 200% above the current Medicare reimbursement rate. **Status:** **Senate Health and Human Services Committee** held public hearing on April 16; bill remains in committee.

SB 245 (support), eliminates balance billing with the reimbursement rate set at 325% of the current urban, rural, or super-rural Medicare rates, depending on the geographic area where the ambulance service originated. **Status:** With **House Commerce and Consumer Affairs Committee**; public hearing has not yet been scheduled.

Elections/Taxes

HB 67 (support), makes permanent last year's pilot program regarding Accessible Voting Systems, ensuring that the state provides accessible voting systems through agreements with municipalities. Under this bill, the state would pay for the systems and municipalities would continue to be responsible for programming costs. **Status:** With **Senate Election Law and Municipal Affairs Committee**; public hearing has not yet been scheduled.

HB 123 (support), allows municipalities to tax standing timber that's on land used for carbon sequestration, which would make up for any lost timber tax revenues that towns and cities would have otherwise received if the timber were cut. **Status:** With **Senate Energy and Natural Resources Committee**; public hearing has not yet been scheduled.

SB 291 (oppose), modifies the law regarding property tax exemptions for religious entities and allows for up to six residential housing units or congregate housing units used residential purposes to be exempt, provided they are owned by the religious organization on or before January 1, 2025, or for a minimum of five years. **Status:** **House Ways and Means Committee** public hearing scheduled for **Tuesday, April 29, at 10:00 a.m. in LOB Room 202-204.**

Please continue to engage with your **local senator** and **representatives** on these bills, attend upcoming public hearings, and make your voices heard.

Risk Pool Bill Panned at Public Hearing

Representatives of several communities that participate in a risk pool came to Concord on Wednesday to speak against **SB 297** at a public hearing held by the **House Commerce and Consumer Affairs Committee**.

The bill, which relates to the operations and oversight of pooled risk management programs that are created by cities, towns, counties, and school districts to reduce risks and associated insurance costs, is opposed by NHMA for two primary reasons: The effect it would have on the operations of insurance risk pools and the effect it would have on municipalities that choose to participate in health pools.

Among the local officials testifying against the bill was Rye Selectman Mike Coutu, who consulted on risk pool issues for the secretary of state's office in 2010 and advocated at the hearing for the risk pools to be regulated by the NH Department of Insurance. Speaking in his individual capacity, Coutu gave a presentation to interested Rockingham County municipal and state officials this week; the slides can be viewed [here](#).

The committee will hold a workshop on the bill the first or second full week of May and a committee amendment is likely. The secretary of state's office will continue to push hard for its preferred outcome, so **municipal officials who have not yet done so are encouraged to contact the committee to register their opposition and also speak with their local senator and representatives** and encourage them to support legislation that will further maintain the integrity of the risk pools and not regulate them out of existence.

House, Senate in Session Next Week

The House and Senate will meet on **Thursday, May 1**, and several bills that NHMA has a position on are up for a vote. Although most of these bills are on the consent calendar and likely to be adopted without debate, it's still worth contacting your **local senator** or **representatives** about any of the bills

you feel strongly about—particularly **SB 284**—before next Thursday and let them know your position. NHMA’s position on each bill is shown in parenthesis after the bill number. Priority bills are denoted with an asterisk(*).

House Session

SB 91 (oppose), allowing owners of residences in industrial/commercial zones to submit a single application for a special appraisal based on current residential use and removes the requirement for annual reapplication. **Recommendation:** OTP-consent calendar.

* **SB 284** (oppose), relative to the required maximum number of residential parking spaces. **Recommendation:** OTP-consent calendar.

Senate Session

HB 124 (support), enabling a municipal forest committee or conservation commission to offer surplus money to the municipality for deposit in the municipal unreserved fund balance. **Recommendation:** OTP-A-consent calendar.

HB 230 (oppose), amends the existing authority of town health officers by removing the phrase “and such other regulations relating to public health”, thereby narrowing the scope of regulations that health officers can enact to only those for the prevention and removal of nuisances. **Recommendation:** OTP-regular calendar.

HB 451 (Support) **Recommendation:** Re-refer to committee-regular calendar.

HB 474 (oppose), requiring a second witness at the counting of write-in votes. **Recommendation:** OTP-consent calendar.

HB 569 (support), relative to the establishment of county-wide communication districts. **Recommendation:** OTP-consent calendar.

HB 250 (support), enabling local governing bodies to regulate the muzzling of dogs. **Recommendation:** OTP-consent calendar.

HB 272 (support), exempting certain agricultural practices from municipal noise regulation. **Recommendation:** OTP-consent calendar.

HB 146 (oppose), relative to the use of body-worn cameras. **Recommendation:** Inexpedient to legislative (ITL)-consent calendar.

HB 737 (support), creating local options for games of chance. **Recommendation:** OTP-A-consent calendar.

Listening Phase of Budget Process Continues

The **Senate Finance Committee** will continue to hear presentations next week from executive branch agencies and other statutory entities funded through the state budget, **HB 1** and **HB 2**, in advance of its public hearing scheduled for **Tuesday, May 6**, beginning at **1:00 p.m.** in **Representatives Hall**.

As noted in previous *Bulletins*, the budget passed by the House contains several provisions that would have an adverse impact on municipalities, including suspension of the 30% municipal share of the rooms and meals tax, which would be replaced with a flat \$137 million appropriation annually in FYs 26-27. This change is projected to reduce municipal aid by \$11 million compared to the current statutory formula.

NHMA and the New Hampshire Association of Counties submitted a commentary to media outlets outlining each organization’s specific and shared concerns with the budget passed by the House earlier

this month. You can read the op-ed [here](#). NHMA also has a one-page budget summary [here](#). You can read a more detailed letter about the budget that NHMA submitted to Senate Finance [here](#).

The Senate is expected to make several changes to the budget over the next six weeks, so the process is far from over and NHMA and our members can and will **continue to advocate for the interests of municipalities**. The Senate must pass its budget by June 5 and both chambers must agree on a spending plan to send to the governor by June 26.

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

Note: For anyone who prints these emails out, all of the above links are available on the General Court website at: <https://gc.nh.gov/>

Because the House and Senate have moved to digital calendars, committees can now reschedule when there is bad weather, absences, or when issues with bills haven’t been worked out. If you are planning to attend a hearing or work session in person, we strongly recommend checking the [House Digital Calendar](#) and [Senate Digital Calendar](#) before heading to the State House. For those of you with an interest in a particular bill or set of bills, please use the ‘subscribe’ feature on [FastDemocracy](#) to get email updates when those bills are scheduled or rescheduled.

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 to be added to our email list for the *Legislative Bulletin*.

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Review Board Calendar