

**Exeter Board of Selectmen Meeting  
Monday, March 14<sup>th</sup>, 2016, 7:00 p.m.  
Nowak Room, Town Office Building  
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Swearing In of Town Officials
3. Public Comment
4. Minutes & Proclamations
  - a. Proclamations/Recognitions
5. Appointments
6. Discussion/Action Items
  - a. New Business
    - i. Review Election Results
    - ii. MS232 Certificate of Appropriations
    - iii. Conservation Easement: 80 Epping Road
    - iv. Facilities Committee Draft Charge
    - v. Water/Sewer Rate Study
  - b. Old Business-
    - i. None
7. Regular Business
  - a. Tax, Water/Sewer Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Selectmen's Committee Reports
  - e. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Julie Gilman, Chairwoman  
Exeter Selectboard

Posted: 3/11/16 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. If you do not make such a request, you may do so with the Town Manager prior to the start of the meeting. No requests will be considered once the meeting has begun.

AGENDA SUBJECT TO CHANGE



2195 Ballots Cast  
12,141 Names on CK list

16 New Voters

BALLOT 1 OF 3

**ABSENTEE  
OFFICIAL BALLOT  
ANNUAL TOWN ELECTION  
EXETER, NEW HAMPSHIRE  
MARCH 8, 2016**

18970

Andrea J. Kohler  
TOWN CLERK

**INSTRUCTIONS TO VOTERS**

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

|  |   |   |
|--|---|---|
| <p><b>FOR SELECTMEN</b></p> <p style="text-align: right;">Vote for not<br/>Three Year Term more than TWO</p> <p>DONALD CLEMENT 1475 ●</p> <p>JULIE GILMAN 1494 ●</p> <p>_____<br/>(Write-in) ○</p> <p>_____<br/>(Write-in) ○</p> | <p><b>TRUSTEES OF THE LIBRARY</b></p> <p style="text-align: right;">Vote for not<br/>Three Year Term more than THREE</p> <p>BARBARA YOUNG 1477 ●</p> <p>MARTHA (MIMI) MCENTEE 1341 ●</p> <p>LESLIE C. HASLAM 1480 ●</p> <p>_____<br/>(Write-in) ○</p> <p>_____<br/>(Write-in) ○</p> <p>_____<br/>(Write-in) ○</p> | <p><b>TRUSTEES OF SWASEY PARKWAY</b></p> <p style="text-align: right;">Vote for not<br/>Three Year Term more than ONE</p> <p>GERRY HAMEL 135 ●<br/>(Write-in)</p>                           |
| <p><b>SUPERVISOR OF THE CHECKLIST</b></p> <p style="text-align: right;">Vote for not<br/>Six Year Term more than ONE</p> <p>SUSAN GORMAN 1661 ●</p> <p>_____<br/>(Write-in) ○</p>  | <p><b>TRUSTEES OF THE ROBINSON FUND</b></p> <p style="text-align: right;">Vote for not<br/>Seven Year Term more than ONE</p> <p>JUDITH CHURCHILL 1526 ●</p> <p>_____<br/>(Write-in) ○</p>   | <p><b>TRUSTEES OF THE TRUST FUND</b></p> <p style="text-align: right;">Vote for not<br/>Three Year Term more than ONE</p> <p>DONNA LEROY 1526 ●</p> <p>_____<br/>(Write-in) ○</p>           |
| <p><b>SUPERVISOR OF THE CHECKLIST</b></p> <p style="text-align: right;">Vote for not<br/>Two Year Term more than ONE</p> <p>Ayenne Zinicola 56 ●<br/>(Write-in)</p>  |   | <p><b>TRUSTEES OF THE TRUST FUND</b></p> <p style="text-align: right;">Vote for not<br/>Two Year Term more than ONE</p> <p>KATHLEEN MACDOUGALL ●</p> <p>_____<br/>1540 ○<br/>(Write-in)</p> |

**ARTICLES**

**Article 2 Zoning Amendment #1:** Are you in favor of the adoption of Amendment #1 as proposed by the Planning Board for the town zoning ordinance, as follows: Amend Article 2.2 Definitions, by adding the following (and renumbering the remaining list):

1140  
YES ●  
NO ○  
505

2.2.30 Fertilizer: Any substance containing one or more recognized plant nutrients which is designed for use in promoting plant growth such as nitrogen, phosphorus and potassium. Fertilizer as defined shall not include vegetable compost, lime, limestone, wood ashes, or any nitrogen-free horticultural medium (e.g. vermiculite).

**Article 3 Zoning Amendment #2:** Are you in favor of the adoption of Amendment #2 as proposed by the Planning Board for the town zoning ordinance, as follows: Amend Article 9.2, Section 9.2.3.K. Prohibited Uses, by adding the following:

1265  
YES ●  
NO ○  
646

12. The use of fertilizer as defined in 2.2.30.

a. Per the intent of this ordinance, this prohibition may be waived by the Planning Board to supplement restoration or the establishment of new landscaping. Applicants shall provide written justification and identify specific location(s) within the property where the request applies. Waivers granted will provide for temporary allowance, not to exceed one year.

**Article 4 Zoning Amendment #3:** Are you in favor of the adoption of Amendment #3 as proposed by the Planning Board for the town zoning ordinance, as follows: Amend Article 9.3, Section 9.3.4.F. Prohibited Uses, by adding the following:

1251  
YES ●  
NO ○  
637

12. The use of fertilizer as defined in 2.2.30.

b. Per the intent of this ordinance, this prohibition may be waived by the Planning Board to supplement restoration or the establishment of new landscaping. Applicants shall provide written justification and identify specific location(s) within the property where the request applies. Waivers granted will provide for temporary allowance, not to exceed one year.

**TURN BALLOT OVER AND CONTINUE VOTING**

**ARTICLES CONTINUED**

**Article 5 Petitioned Zoning Amendment:** Are you in favor of the adoption of Amendment #4 submitted by Petition for the town zoning ordinance, as follows:

932  
YES   
NO   
1099

On the petition of Christopher Gilroy representing 25 Hampton Road #A3 in Exeter, NH and others, to see if the town will vote to:

Amend Article 4.2 Schedule I: Permitted Uses by adding the language: "A special exception for a community building in the R1; R2; R3; or R4 districts may not include a methadone clinic, marijuana dispensary; sexually oriented business; homeless shelter, nor homeless day-center". The Planning Board recommends this article.

**Article 6 Petitioned Zoning Amendment:** Are you in favor of the adoption of Amendment #5 submitted by Petition for the town zoning ordinance, as follows:

422  
YES   
NO   
1434

On the petition of Christopher Surrette and other registered voters of the Town of Exeter, to see if the town will vote to:

Amend Article 2, Definitions by adding a definition for "Mixed Use" to read as follows: "Mixed Use: the combination of residential and non-residential uses on one or more lots.

Amend Article 4, Section 4.2 Schedule I: Permitted Uses to allow "Mixed Use Multi-family Residential development" as a permitted use in the C-3, Epping Road Highway Commercial zoning district.

Amend Article 4, Section 4.4 Schedule III: Density and Dimensional Regulations – Non-Residential Minimum Lot Area/Dwelling Unit (Sq. Ft.) by adding reference to Note #21 to read as follows: Residential density for multi-family development is 5,000 square feet per dwelling unit.

Amend Article 4, Section 4.4 Schedule III: Density and Dimensional Regulations – Non-Residential Minimum Lot Area/Municipal Water & Sewer by adding a reference to Note #22. Amend Schedule III: Notes by adding Note #22 to read as follows: Municipal water and sewer and underground utilities are required.

Amend Article 4, Section 4.4 Schedule III: Density and Dimensional Regulations – Non-Residential Minimum Yard Setbacks – Front by adding reference to Note #23. Amend Schedule III Notes by adding Note #23, to read as follows: Minimum front yard setback of 500 feet required from Epping Road for Mixed Use Multi-family Residential development. The Planning Board does not recommend this article.

**Article 7**

1587  
YES   
NO   
529

Shall the Town vote to raise and appropriate the sum of forty-nine million nine hundred and eighty thousand dollars (\$49,980,000) for the purpose of constructing a new wastewater facility and site improvements at Newfields Road and improvements to the Main Pumping Station and sewer force mains to meet the requirements of USEPA and NHDES for treatment of wastewater before it is discharged to the Squamscott River in accordance with the Administrative Order on Consent between USEPA and the Town of Exeter, and authorize the issuance of not more than forty-nine million nine hundred and eighty thousand (\$49,980,000) of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Board of Selectmen to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project. Debt service to be paid by the sewer fund. (3/5 ballot vote required for approval.) Recommended by the Board of Selectmen 5-0.

**Article 8**

1733  
YES   
NO   
192

To choose all other necessary Town Officers, Auditors or Committees for the ensuing year. **BUDGET RECOMMENDATIONS COMMITTEE:** Bill Campbell, Kathy Corson, Robert Eastman, Frank Ferraro, Francine Hall, Phil Johnson, Bob Kelly, Peter Lennon, Judy Rowan, Corey Stevens, Don Woodward, Anthony Zwaan; **FENCE VIEWER:** Doug Eastman; **MEASURER OF WOOD & BARK:** Doug Eastman; **WEIGHER:** Jay Perkins

**Article 9**

1417  
YES   
NO   
610

Shall the Town of Exeter raise and appropriate as an operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$17,576,735. Should this article be defeated, the default budget shall be \$17,411,021 which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law, or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. (Majority vote required) Recommended by the Board of Selectmen 5-0.

**Article 10**

1513  
YES   
NO   
533

Shall the Town of Exeter raise and appropriate as a water operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$2,975,555. Should this article be defeated, the water default budget shall be \$2,946,611 which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law. (Majority vote required) Recommended by the Board of Selectmen 5-0.

**Article 11**

1468  
YES   
NO   
564

Shall the Town of Exeter raise and appropriate as a sewer operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$2,400,549. Should this article be defeated, the default budget shall be \$2,321,900 which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law. (Majority vote required) Recommended by the Board of Selectmen 5-0.

**GO TO NEXT BALLOT AND CONTINUE VOTING**



OFFICIAL BALLOT  
ANNUAL TOWN ELECTION  
EXETER, NEW HAMPSHIRE  
MARCH 8, 2016

*Andrea J. Kohler*  
TOWN CLERK

ARTICLES CONTINUED

Article 12

Shall the Town vote to approve the cost items included in the collective bargaining agreement reached between the Board of Selectmen and the SEIU Local 1984 which calls for the following salaries and benefits at the current staffing levels:

1497  
YES   
NO   
549

| Year | Estimated Salary/Benefits Increase |            |            |
|------|------------------------------------|------------|------------|
|      | General Fund                       | Water Fund | Sewer Fund |
| FY16 | \$11,492                           | \$2,872    | \$2,325    |

And further, to raise and appropriate the sum of sixteen thousand six hundred eighty nine dollars (\$16,689) for the 2016 fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits over those of the appropriation at current staffing levels. (Majority vote required) Recommended by the Board of Selectmen 4-0.

Article 13

Shall the Town vote to approve the cost items included in the collective bargaining agreement reached between the Board of Selectmen and the Exeter Professional Firefighters Local 3491 which calls for the following salaries and benefits at the current staffing levels:

1467  
YES   
NO   
604

| Year | Estimated Salary/Benefits Increase |
|------|------------------------------------|
| FY16 | \$11,484                           |
| FY17 | \$35,260                           |

And further, to raise and appropriate the sum of eleven thousand four hundred and eighty-four dollars (\$11,484) for the 2016 fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits over those of the appropriation at current staffing levels. (Majority vote required) Recommended by the Board of Selectmen 4-0.

Article 14

Shall the Town vote to raise and appropriate, through special warrant article, the sum of one-hundred eight thousand and thirty five dollars (\$108,035), for the support of various human service agencies that will serve Exeter residents in 2016:

1818  
YES   
NO   
307

| Agency                                   |          |
|--|----------|
| A Safe Place                             | \$7,334  |
| Area Home Care                           | \$10,334 |
| Big Brother/Big Sister                   | \$7,500  |
| CASA (Court Appointed Special Advocates) | \$500    |
| Child and Family Services                | \$12,000 |
| Crossroads House                         | \$3,500  |
| Families First                           | \$5,000  |
| Friends Program (formerly RSVP)          | \$2,200  |
| Meals on Wheels - Food                   | \$9,200  |
| New Generation Shelter                   | \$2,000  |
| New Heights (formerly New Outlook)       | \$3,000  |
| NHSPCA                                   | \$1,400  |
| Richie McFarland Center                  | \$9,900  |
| Rockingham Community Action              | \$11,000 |
| Seacoast Family Promise                  | \$1,500  |
| Seacoast Mental Health                   | \$8,500  |
| Seacoast VNA                             | \$4,167  |
| St. Vincent De Paul                      | \$5,000  |
| Womenade of Greater Squamscott           | \$3,000  |
| End 68 Hours of Hunger                   | \$1,000  |

Total \$108,035

(Majority vote required) Recommended by the Board of Selectmen 3-0-1.

Article 15

Shall the Town vote to raise and appropriate the sum of seventy five-thousand dollars (\$75,000) to be added to the Sick Leave Expendable Trust Fund previously established. This sum to come from general fund surplus. (Majority vote required) Recommended by the Board of Selectmen 3-0-1.

1145  
YES   
NO   
836

TURN BALLOT OVER AND CONTINUE VOTING

**ARTICLES CONTINUED**

**Article 16**

Shall the Town vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for \$243,275 for the purpose of lease/purchasing fund accounting, tax and utility billing software for the Finance, Tax, and Water/Sewer Departments, and to raise and appropriate the sum of sixty-three thousand three hundred forty three (\$63,343), which represents the first of 4 annual payments for that purpose. This lease/purchase will contain an escape (non-appropriation) clause. Appropriation amounts \$31,671 general fund; \$15,836 water fund; \$15,836 sewer fund.  
(Majority vote required) Recommended by the Board of Selectmen 3-0-1.

1072  
YES   
NO   
856

**Article 17**

Shall the Town vote to establish a non-capital reserve fund under RSA 35:1-c for the purpose of making updates to the Town's Master Plan under the jurisdiction of the Planning Board, and to raise and appropriate the sum of fifty-thousand dollars (\$50,000) to be placed in this fund and further the Board of Selectmen shall be named agents of the fund and be authorized to make expenditures from the fund. (Majority vote required) Recommended by the Board of Selectmen 3-0-1.

994  
YES   
NO   
929

**Article 18**

Shall the Town vote to raise and appropriate the sum of fifty-thousand dollars (\$50,000) to be added to the Snow and Ice Deficit Non-Capital Reserve Fund previously established. This sum to come from general fund surplus.  
(Majority vote required) Recommended by the Board of Selectmen 3-0-1.

1284  
YES   
NO   
645

**Article 19**

Shall the Town vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for \$159,438 for the purpose of lease/purchasing a dump truck for the Exeter Highway Department, and to raise and appropriate the sum of thirty-six thousand and one dollars (\$36,001), which represents the first of 5 annual payments for that purpose. This lease/purchase will contain an escape (non-appropriation) clause. (Majority vote required) Recommended by the Board of Selectmen 3-0-1.

1153  
YES   
NO   
805

**Article 20**

Shall the Town vote to raise and appropriate via special warrant article the sum of thirty-five thousand dollars (\$35,000) for the purpose of conducting a parking study of the downtown area of Exeter to include Water Street, Lincoln Street, and all municipal parking lots. (Majority vote required) Recommended by the Board of Selectmen 3-0-1.

878  
YES   
NO   
1122

**Article 21**

Shall the Town vote to authorize the Board of Selectmen to enter into lease/purchase agreements for \$93,229 for the purpose of replacing various light duty vehicles within the Exeter Public Works Department, and to raise and appropriate the sum of twenty-one thousand and fifty two dollars (\$21,052), which represents the first of 5 annual payments for that purpose. This lease/purchase will contain an escape (non-appropriation) clause. Appropriation amounts \$17,416 general fund; \$1,818 water fund; \$1,818 sewer fund. (Majority vote required) Recommended by the Board of Selectmen 3-0-1.

1052  
YES   
NO   
895

**Article 22**

Shall the Town vote to authorize the Board of Selectmen to negotiate and enter into a long term lease of up to 99 years on Town owned land described as Tax Map-- 100 Lot 4, for the purpose of installing a cellular tower on the property, a portion of which will benefit the Town of Exeter communications systems. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1581  
YES   
NO   
397

**Article 23**

To see if the Town will vote to discontinue as public highways the following two ancient, abandoned roadways:

- a. A portion of 3 Rod Road from its easterly starting point at its intersection with the already discontinued portion of Garrison Lane, westerly to its intersection with the boundary between Lot 4 on Tax Map 46 and the Town Conservation land, Lot 2 on Tax Map 56. This road was laid out in 1699, as documented in Book 2, Page 136, N.H. State Records.
- b. A portion of Garrison Road from its northerly intersection with 3 Rod Road to its southwesterly intersection with the boundary between Lot 3, Tax Map 56 and the Town Conservation land, Lot 2, Tax Map 56. This road was laid out in 1699, as documented in Book 2, Page 90, N.H. State Records. Recommended by the Board of Selectmen 5-0.

1675  
YES   
NO   
267

**Article 24**

By petition of Robert Eastman and others, "Shall the Town of Exeter affirm that, within the town limits, the navigable airspace for drone aircraft shall not be expanded below the long-established airspace for manned aircraft; and that the Town of Exeter affirms that within the town limits, landowners have exclusive control of the immediate reaches of the airspace and that no drone aircraft shall have the "public right to transit" through this private property."

1540  
YES   
NO   
414

**GO TO NEXT BALLOT AND CONTINUE VOTING**



OFFICIAL BALLOT  
ANNUAL TOWN ELECTION  
EXETER, NEW HAMPSHIRE  
MARCH 8, 2016

*Andrea J. Kohler*  
TOWN CLERK

ARTICLES CONTINUED

Article 25

By petition of Daniel W. Chartrand and others, "Shall a charter commission be established for the purpose of establishing a municipal charter?"

733  
YES   
NO   
1155

Article 26

By petition of Herb Moyer and others, "To see if the town will urge: That the next President and Congress fight big money politics and restore government of, by, and for the people by championing the We the People agenda: 1. Ban Super PACs and overturn Citizens United; 2. Expose secret donors and require full transparency; 3. Ban bribes from big-money lobbyists and government contractors; 4. Establish small-donor, citizen funded elections; 5. End gerrymandering and modernize voter registration; 6. Close loopholes and enforce campaign finance laws.

That the New Hampshire State Legislature support concrete legislation to enact the We the People agenda. The record of the vote approving this article shall be transmitted by written notice from the selectmen to the NH congressional delegation and to Exeter's state legislators, and to the President of the United States informing them of the instructions from their constituents within 30 days of the vote.

1345  
YES   
NO   
582

Article 27

On the petition of Andrew F. Hirst and others, due to the high increase in the cost of living in the past eight years to see if the town will vote: For the purpose of amending Article 43: from 2/2/08

Which reads as follows:

"Shall the voters modify the elderly exemption from property tax in the Town of Exeter, based on assessment for qualified taxpayers, to be as follows: for a person 65 years of age and up to age 75 years, \$152,251; for a person; 75 years of age up to 80 years \$183,751; for a person 80 years of age and over \$236,251. To qualify person must have been a resident of New Hampshire for at least three (3) consecutive years, own the real estate individually or if owned by such person's spouse, they must be have been married to each other for at least five (5) consecutive years. In addition the taxpayer must have a net income of no more than \$40,426; or if married, a combine net income of not more than \$51,976; and own net assets not in excess of \$194,251; excluding the value of the persons residence. The combined net asset amount for married persons shall apply to a surviving spouse until the sale or transfer of the property by the surviving spouse or until the remarriage of the surviving spouse."

Amend to read as follows:

"Shall the voters modify the elderly exemption from property tax in the Town of Exeter, based on assessment for qualified taxpayers, to be as follows: for a person 65 years of age and up to age 75 years, \$152,251; for a person; 75 years of age up to 80 years \$183,751; for a person 80 years of age and over \$236,251. To qualify person must have been a resident of New Hampshire for at least three (3) consecutive years, own the real estate individually or if owned by such person's spouse, they must be have been married to each other for at least five (5) consecutive years. In addition the taxpayer must have a net income of no more than \$40,427; or if married, a combine net income of not more than \$51,977; and own net assets not in excess of \$194,251; excluding the value of the persons residence. The combined net asset amount for married persons shall apply to a surviving spouse until the sale or transfer of the property by the surviving spouse or until the remarriage of the surviving spouse."

1069  
YES   
NO   
206

Article 28

On petition of Joan E. Sullivan and others, to see if the Town will vote to: raise and appropriate the sum of \$175,000 for the purpose of adding brick paver enhancements to the downtown area sidewalk project. Recommended by the Board of Selectmen 2-0-2.

748  
YES   
NO   
1310

Article 29

On petition of John M. Maull and others, to see if the Town will vote to place road markings (center yellow lines and side shadow lines) in a manner to enhance the safety of the motoring public and those using the town roads for bicycles, jogging and walking. This will involve adopting a 10 foot travel lane for vehicles (which has been shown to reduce vehicle speed) and placing shadow lines to provide room for safer use of the shoulders for pedestrians, joggers and cyclists.

As background, narrower vehicle travel lanes on town roads encourage vehicles to travel at slower, safer speed. This enhances the safety of all and can require less speed enforcement. Currently the town is marking the travel lane at a 12-14 foot width in areas where the speed limit is 25 MPH. These wider travel lanes present the appearance of a high speed highway and encourage travel at a speed that exceeds the speed limit. The current wider travel lanes have left inadequate space outside the white "shadow" lines. Leaving more space outside of the vehicle travel lanes provides enhanced safety for walkers, joggers, citizens using scooters and bicycles. Many towns in New Hampshire have adopted this approach to enhance safety. This measure will not cost the town any more money than the placement of current lines; it will require a consistent focus on the part of the Exeter Highway Department to see that the lines are placed properly to enhance safety in our town.

1437  
YES   
NO   
603

YOU HAVE NOW COMPLETED VOTING



New Hampshire  
Department of  
Revenue Administration

**2016  
MS-232**

DRAFT

## Report of Appropriations Actually Voted: Exeter

Form Due Date: 20 Days after the Town Meeting

**For Assistance Please Contact:**  
**NH DRA Municipal and Property Division**  
 Phone: (603) 230-5090  
 Fax: (603) 230-5947  
<http://www.revenue.nh.gov/mun-prop/>

**CERTIFICATION OF APPROPRIATIONS VOTED**

This is to certify that the information contained in this form, appropriations actually voted by the town/city meeting, was taken from official records and is complete to the best of our knowledge and belief. Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

| Governing Body Certifications |          |           |
|-------------------------------|----------|-----------|
| Name                          | Position | Signature |
| Nancy Belanger                |          |           |
| Daniel W. Chartrand           |          |           |
| Donald Clement                |          |           |
| Julie D. Gilman               |          |           |
| Anne L. Surman                |          |           |
|                               |          |           |
|                               |          |           |
|                               |          |           |
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|                               |          |           |
|                               |          |           |
|                               |          |           |
|                               |          |           |

A hard-copy of this signature page must be signed and submitted to the NHDRA at the following address:  
**NH DEPARTMENT OF REVENUE ADMINISTRATION**  
**MUNICIPAL AND PROPERTY DIVISON**  
**P.O.BOX 487, CONCORD, NH 03302-0487**

# Appropriations

| Account Code                            | Purpose of Appropriation                     | Warrant Article # | Appropriations As Voted |
|---|--|-------------------|-------------------------|
| <b>General Government</b>               |  |                   |                         |
| 0000-0000                               | Collective Bargaining                        |                   | \$0                     |
| 4130-4139                               | Executive                                    | 9                 | \$242,314               |
| 4140-4149                               | Election, Registration, and Vital Statistics | 9                 | \$374,354               |
| 4150-4151                               | Financial Administration                     | 9                 | \$774,735               |
| 4152                                    | Revaluation of Property                      | 9                 | \$1                     |
| 4153                                    | Legal Expense                                | 9                 | \$80,000                |
| 4155-4159                               | Personnel Administration                     | 9                 | \$369,137               |
| 4191-4193                               | Planning and Zoning                          | 9                 | \$250,712               |
| 4194                                    | General Government Buildings                 | 9                 | \$1,058,218             |
| 4195                                    | Cemeteries                                   |                   | \$0                     |
| 4196                                    | Insurance                                    | 9                 | \$133,272               |
| 4197                                    | Advertising and Regional Association         |                   | \$0                     |
| 4199                                    | Other General Government                     | 9                 | \$26,770                |
| <b>Public Safety</b>                    |  |                   |                         |
| 4210-4214                               | Police                                       | 9                 | \$3,331,615             |
| 4215-4219                               | Ambulance                                    |                   | \$0                     |
| 4220-4229                               | Fire   | 13,9              | \$3,536,179             |
| 4240-4249                               | Building Inspection                          | 9                 | \$244,577               |
| 4290-4298                               | Emergency Management                         | 9                 | \$25,932                |
| 4299                                    | Other (Including Communications)             | 9                 | \$462,065               |
| <b>Airport/Aviation Center</b>          |  |                   |                         |
| 4301-4309                               | Airport Operations                           |                   | \$0                     |
| <b>Highways and Streets</b>             |  |                   |                         |
| 4311                                    | Administration                               | 9                 | \$416,007               |
| 4312                                    | Highways and Streets                         | 12,9              | \$1,985,967             |
| 4313                                    | Bridges                                      |                   | \$0                     |
| 4316                                    | Street Lighting                              | 9                 | \$150,000               |
| 4319                                    | Other  | 9                 | \$281,882               |
| <b>Sanitation</b>                       |  |                   |                         |
| 4321                                    | Administration                               |                   | \$0                     |
| 4323                                    | Solid Waste Collection                       | 9                 | \$847,765               |
| 4324                                    | Solid Waste Disposal                         |                   | \$0                     |
| 4325                                    | Solid Waste Cleanup                          |                   | \$0                     |
| 4326-4328                               | Sewage Collection and Disposal               |                   | \$0                     |
| 4329                                    | Other Sanitation                             |                   | \$0                     |
| <b>Water Distribution and Treatment</b> |  |                   |                         |
| 4331                                    | Administration                               |                   | \$0                     |
| 4332                                    | Water Services                               |                   | \$0                     |
| 4335                                    | Water Treatment                              |                   | \$0                     |
| 4338-4339                               | Water Conservation and Other                 |                   | \$0                     |
| <b>Electric</b>                         |  |                   |                         |
| 4351-4352                               | Administration and Generation                |                   | \$0                     |
| 4353                                    | Purchase Costs                               |                   | \$0                     |
| 4354                                    | Electric Equipment Maintenance               |                   | \$0                     |
| 4359                                    | Other Electric Costs                         |                   | \$0                     |



## Appropriations

| Account Code                        | Purpose of Appropriation                           | Warrant Article # | Appropriations As Voted |
|-------------------------------------|--|-------------------|-------------------------|
| <b>Health</b>                       |  |                   |                         |
| 4411                                | Administration                                     | 9                 | \$179,057               |
| 4414                                | Pest Control                                       | 9                 | \$1,250                 |
| 4415-4419                           | Health Agencies, Hospitals, and Other              |                   | \$0                     |
| <b>Welfare</b>                      |  |                   |                         |
| 4441-4442                           | Administration and Direct Assistance               | 9                 | \$64,666                |
| 4444                                | Intergovernmental Welfare Payments                 |                   | \$0                     |
| 4445-4449                           | Vendor Payments and Other                          | 14                | \$108,035               |
| <b>Culture and Recreation</b>       |  |                   |                         |
| 4520-4529                           | Parks and Recreation                               | 9                 | \$486,003               |
| 4550-4559                           | Library  | 9                 | \$927,413               |
| 4583                                | Patriotic Purposes                                 | 9                 | \$14,500                |
| 4589                                | Other Culture and Recreation                       | 9                 | \$30,951                |
| <b>Conservation and Development</b> |  |                   |                         |
| 4611-4612                           | Administration and Purchasing of Natural Resources | 9                 | \$10,057                |
| 4619                                | Other Conservation                                 |                   | \$0                     |
| 4631-4632                           | Redevelopment and Housing                          |                   | \$0                     |
| 4651-4659                           | Economic Development                               | 9                 | \$136,911               |
| <b>Debt Service</b>                 |  |                   |                         |
| 4711                                | Long Term Bonds and Notes - Principal              | 9                 | \$577,600               |
| 4721                                | Long Term Bonds and Notes - Interest               | 9                 | \$203,090               |
| 4723                                | Tax Anticipation Notes - Interest                  | 9                 | \$1                     |
| 4790-4799                           | Other Debt Service                                 |                   | \$0                     |
| <b>Capital Outlay</b>               |  |                   |                         |
| 4901                                | Land   |                   | \$0                     |
| 4902                                | Machinery, Vehicles, and Equipment                 | 16,19,21,9        | \$497,106               |
| 4903                                | Buildings  | 7                 | \$49,980,000            |
| 4909                                | Improvements Other than Buildings                  |                   | \$0                     |
| <b>Operating Transfers Out</b>      |  |                   |                         |
| 4912                                | To Special Revenue Fund                            |                   | \$0                     |
| 4913                                | To Capital Projects Fund                           |                   | \$0                     |
| 4914A                               | To Proprietary Fund - Airport                      |                   | \$0                     |
| 4914E                               | To Proprietary Fund - Electric                     |                   | \$0                     |
| 4914O                               | To Proprietary Fund - Other                        |                   | \$0                     |
| 4914S                               | To Proprietary Fund - Sewer                        | 11,12             | \$2,402,874             |
| 4914W                               | To Proprietary Fund - Water                        | 10,12             | \$2,978,427             |
| 4915                                | To Capital Reserve Fund                            | 15,18             | \$125,000               |
| 4916                                | To Expendable Trusts/Fiduciary Funds               |                   | \$0                     |
| 4917                                | To Health Maintenance Trust Funds                  |                   | \$0                     |
| 4918                                | To Non-Expendable Trust Funds                      |                   | \$0                     |
| 4919                                | To Fiduciary Funds                                 | 17                | \$50,000                |
| <b>Total Voted Appropriations</b>   |  |                   | <b>\$73,364,443</b>     |

**TOWN OF EXETER  
CONSERVATION COMMISSION MEMORANDUM**

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Date: March 11, 2016  
To: Exeter Board of Selectmen  
From: Kristen Murphy, Natural Resource Planner for the Conservation Commission  
Subject: Conservation Easement for 80 Epping Road development

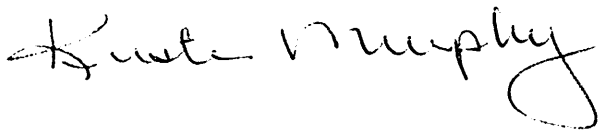
On November 5<sup>th</sup> 2015, the Exeter Planning Board granted conditional approval for the development at 80 Epping Road (Tax Map Parcel 55-3). One condition of approval stated that

*“Defined conservation areas depicted on plan shall not be developed in perpetuity, and a deed restriction or conservation easement shall be placed on the property”.*

The conservation easement area presented to the Planning Board at that time represented 9.1 acres.

On March 1<sup>st</sup>, 2016 a representative of the developer presented the Exeter Conservation Commission with a draft Conservation Easement for 6.5 acres. The smaller acreage resulted from excluding the stormwater management structures from the conservation easement as requested by the Commission at a prior meeting. The remaining 2.6 acres will be protected by a deed restriction to meet the full intent of the Planning Board condition.

During the March 1<sup>st</sup> meeting, the Commission voted unanimously to recommend acceptance of the Conservation Easement to the Board of Selectmen contingent upon incorporation of several revisions and pending legal counsel review. The attached document incorporates their requested changes, has been reviewed and approved by Town legal counsel, and therefore is presented with a recommendation for your acceptance from the Commission.



**CONSERVATION EASEMENT DEED**

**BOULDERS REALTY CORP.**, a New Hampshire corporation, with a principal place of business at 149 Epping Road, Unit 2, Exeter, County of Rockingham, State of New Hampshire, (hereinafter referred to as the "Grantor," which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), for consideration paid, with WARRANTY covenants, grants in perpetuity to the **TOWN OF EXETER**, a New Hampshire municipal corporation with a principal mailing address of 10 Front Street, Exeter, County of Rockingham, State of New Hampshire, acting through its Conservation Commission pursuant to NH RSA 36-A:4, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to a portion of that certain parcel of land (herein referred to as the "Property") (the portion of the parcel not subject to the easement herein referred to as the "Parcel") on Epping Road in the Town of Exeter, County of Rockingham, State of New Hampshire, with said Property and Easement more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof. Said easement area containing 6.50 acres.

**1. CONSERVATION PURPOSES**

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

- A. The preservation of the land and Colcord Pond on which it fronts; and

- B. The protection of the natural habitat of Colcord Pond; and
- C. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property so that the Property retains its natural qualities and functions; and
- D. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Property while allowing the reserved rights of Grantor as allowed under Section 3.

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

**2. USE LIMITATIONS** [Subject to the reserved rights specified in Section 3 below]

- A. The Property shall be maintained in perpetuity in an undeveloped and natural condition without there being conducted thereon any industrial or commercial activities, except forestry activities as described below, and provided that such uses shall not degrade the conservation purposes of this Easement. No use shall be made of the Property, and no activity shall be permitted thereon, which is inconsistent with the intent of this Easement, that being the perpetual protection and preservation of the Property, as more particularly described in Section 1 herein.
- B. The Property shall not be subdivided.
- C. The Property shall be allowed to be subject to a condominium declaration which shall recognize this Conservation Easement Deed.
- D. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, commercial facility, conduit or other utility equipment, billboard or other means of advertising display, recreational structures (such as tree house), driveway or road made of asphalt or other impervious surface, mobile home or other temporary or permanent structure or improvement, shall be constructed, placed, or introduced onto or under the Property.

E. There shall be no use of wheeled recreational vehicles.

F. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. Are commonly necessary in the accomplishment of the conservation or noncommercial outdoor recreational uses of the Property specifically reserved by Grantor and as allowed under Section 3 of this Easement; and
- ii. Do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. Do not impact wetland vegetation, soils, hydrology or habitat; and
- iv. Are not detrimental to the purposes of this Easement; and

Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured and such notices as may be required under Section 8 of this Easement shall be delivered.

G. There shall be no dumping of landscape materials or other plant materials including, but not limited to, leaves, brush, christmas trees, plant containers or grass clippings.

H. There shall be no disposal of pet waste.

I. No outdoor signs shall be displayed on the Property except as desirable or necessary in the accomplishment of the conservation or noncommercial outdoor recreational uses of the Property or the used specifically reserved by the Grantor in Section 3 of this Easement, and provided such signs are not detrimental to the purposes of this Easement.

J. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar

materials on the Property, except in connection with activities permitted under Section E. above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

- K. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances.
- L. There shall be no placement of chairs, tables, coolers, grills or other recreational items.

### **3. RESERVED RIGHTS**

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except forestry as described below, and provided that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.
  - i. For the purposes hereof "forestry" shall include the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.
  - ii. Forestry on the Property shall be performed to the extent reasonably practicable in accordance with a coordinated management plan reviewed and approved by the Exeter Conservation Commission for the sites and soils of the Property.
  - iii. Forestry activities shall be in accordance with then current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.
  - iv. Forestry activities shall not cause pollution of surface or subsurface waters or soil erosion or impair the function of the upland vegetative buffer of surface waters.

- v. Forestry activities shall not be undertaken without obtaining the prior written approval of the Conservation Commission of the Town of Exeter and subject to a forest management plan provided by the Grantor at its sole cost. The Exeter Conservation Commission shall have the authority to approve or deny the planned forestry activities at its sole discretion.
- B. Grantor, and its successors, and assigns reserves the right to use the Property for noncommercial passive outdoor recreation including the use of any existing trails but excluding camping, picnicking, tables, fires, etc. The existing trails are those shown on the Conservation Easement Plan referenced in Exhibit A.
- C. The Grantor must notify the Grantee in writing at least sixty (60) days before any exercise of the aforesaid reserved rights contained in Paragraph 3.A.

#### **4. NOTIFICATION OF TRANSFER, MAINTENANCE OR OTHER ACTIVITIES**

- A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.
- C. Except as otherwise specifically stated in this Easement, and except for the rights reserved under Paragraph 3.B, Grantor shall notify Grantee in writing 30 days before exercising any right reserved herein. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to evaluate the proposed activity with the purposes of this Easement.

#### **5. BENEFITS, BURDENS, AND ACCESS**

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

among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

- B. The Grantee shall have access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- C. Members of the general public shall not have access to the Property.

#### **6. LEGAL REMEDIES OF GRANTEE**

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.
- C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including, but not limited to, the Grantee's reasonable expenses, expert fees, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.
- D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or



from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

- E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- F. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.
- G. Grantee shall have the right to enforce this Easement by appropriate legal means and to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring restoration of the Property to its condition prior to the time of the violation, and shall be in addition to, and not limitation of, any other rights and remedies available to the Grantee.
- H. Grantee, by its acceptance of this Easement, does not undertake any liability or obligation relating to the condition of the Property.
- I. The State of the New Hampshire shall have standing to seek mandamus or such other relief against Grantee and/or Grantor as may be necessary in the event Grantee and/or Grantor has not, in the State's opinion, taken steps necessary under this section to adequately preserve and protect the conservation purposes of this Easement.

#### **7. COVENANTS TO "RUN WITH THE LAND"**

- A. The terms and conditions of this Easement shall run with the Property in perpetuity, and shall be enforceable against the Grantor or any other person or entity holding any interest in the Property.
- B. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement. The Grantor agrees to execute any such instrument upon the Grantee's request.
- C. The benefits of this Easement shall be in gross and the Grantee shall not assign them, except in the following instances and from time to time:

- i. As a condition of any assignment, the Grantee requires that the conservation purposes of this Easement continue to be enforced, and
- ii. The assignee, at the time of assignment, qualifies under Sections 501(c) (3) and 170(h) of the Internal Revenue Code of 1986 (as amended or replaced) and applicable regulations thereunder as an eligible donee to receive this Easement directly.

## **8. STEWARDSHIP**

- A. The Grantor will provide the Grantee baseline documentation of the Conservation Easement Area prior to the issuance of a Certificate of Occupancy for residential structures on the Parcel.
- B. Grantor will pay an annual monitoring fee of One Thousand Dollars (\$1,000.00) to the Exeter Conservation Commission who shall be responsible for such monitoring. This obligation shall be perpetual and shall run with the land.
- C. Once the bounds of the Easement Area are set, the Grantor and the Exeter Conservation Commission, or a representative thereof, shall walk the boundaries to confirm proper placement.

## **9. NOTICES**

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

## **10. SEVERABILITY**

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement

or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

#### **11. CONDEMNATION**

- A. The Grantor and the Grantee agree that the donation of this Easement gives rise to a real property right, immediately vested in the Grantee with a fair-market value that is equal to the proportionate value that this Easement, determined at the time of the gift, bears to the value of the unrestricted Property at that time. Such proportionate value of the Grantee's property right shall remain constant. Grantor's conveyance of any portion of the Property "subject to" this Easement will not entitle the Grantee to share in any proceeds of sale.
- B. Notwithstanding the foregoing, whenever all or part of the Property is taken in exercise of eminent domain by public authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- C. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.
- D. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

#### **12. ADDITIONAL EASEMENT**

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional

instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization, described in Section 5.A. above, accepts and records the additional easement.

### **13. MERGER**

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of merger or any other legal doctrine.

### **14. TITLE WARRANTY**

The Grantor warrants that the Grantor has good title to the Property and shall defend against all claims that may be made against it; that the Grantor has the right to convey this Easement; and that the Property is free and clear of any encumbrances.

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

This is a conveyance to the Town of Exeter and pursuant to NH RSA 78-B:2 is exempt from the New Hampshire Real Estate Transfer Tax.

IN WITNESS WHEREOF, I have hereunto set my hand this day of \_\_\_\_\_, 2016.

BOULDERS REALTY CORP.

BY: \_\_\_\_\_  
W. Turner Porter, Jr., President,  
duly authorized

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared W. Turner Porter, Jr., duly authorized  
President of Boulders Realty Corp. and on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016 acknowledged the foregoing  
to be his voluntary act and deed.

Before me,

\_\_\_\_\_  
Justice of the Peace/Notary Public

ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2016:

TOWN OF EXETER  
BY ITS SELECTMEN

\_\_\_\_\_  
Julie Gilman, Chair

\_\_\_\_\_  
Donald Clement, Vice-Chairman

\_\_\_\_\_  
Nancy Belanger, Clerk

\_\_\_\_\_  
Dan Chartrand

\_\_\_\_\_  
Anne Surman

Date: \_\_\_\_\_, 20\_\_\_\_\_

THE STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Personally appeared \_\_\_\_\_, duly authorized  
\_\_\_\_\_ of the Town of Exeter and on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016 acting in such capacity  
acknowledged the foregoing to be his/her voluntary act and deed.

Before me,

\_\_\_\_\_  
Justice of the Peace/Notary Public

EXHIBIT A

An easement over a certain tract or parcel of land located off of Epping Road (Route 27) in the Town of Epping, County of Rockingham and State of New Hampshire, depicted as "Conservation Easement Area" on a plan of land entitled, "Conservation Easement Plan Colcord Pond Properties Condominium 80 Epping Road, Exeter, New Hampshire," prepared by Jones & Beach Engineers, Inc., dated January 15, 2014, through revision #1 dated February 23, 2016, and recorded in the Rockingham County Registry of Deeds as Plan # \_\_\_\_\_ (the "Plan"); said easement area being more particularly bounded and described as follows:

Beginning at a drill hole at the northwesterly corner of Map 62, Lot 111, as shown on said Plan; thence running along Map 62, Lot 111, S12°18'27"E, a distance of 181.50 feet to a point in a stone wall; thence turning and running along said stone wall and partly along Map 62, Lot 90, as shown, in the following nine (9) courses and distances: N83°36'46"W, a distance of 29.10 feet; S84° 01' 44"W, a distance of 104.46 feet; N73°15'16"W, a distance of 62.72 feet; N84°58'46"W, a distance of 180.22 feet; S84°19'14" W, a distance of 86.13 feet; N87°18'36"W, a distance of 44.86 feet; S85°37'14"W, a distance of 47.35 feet; S73°43'29"W, a distance of 32.72 feet to a drill hole at the end of a stone wall, as shown; and S85°05'24"W, along said stone wall, a distance of 84.82 feet to a drill hole at the easterly shoreline of Colcord Pond, as shown on said Plan; thence running along said shoreline of Colcord Pond in a generally northwesterly direction to a point in a stone wall at Map 55, Lot 16, as shown; thence running along Map 55, Lot 16 and partly along Map 55, Lot 15, as shown, N72°18'56"E, a distance of 91.91 feet to a drill hole in said stone wall; thence running along said stone wall and along Map 55, Lot 15, N85°19'09"E, a distance of 20.76 feet to a point at the southwesterly corner of Map 55, Lot 14, as shown; thence running along Map 55, Lot 14 and still along said stone wall, N 72°45'23" E, a distance of 176.77 feet to a drill hole at the southwesterly corner of Map 55, Lot 13, as shown; thence running along Map 55, Lot 13 and still along said stone wall, N57°55'45"E, a distance of 66.48 feet to a point; thence N56°09'42"E, a distance of 36.12 feet to a drill hole at the southwesterly corner of Map 55, Lot 12, as shown; thence running along Map 55, Lot 12 and still along said stone wall, N64°36'59"E, a distance of 117.97 feet to a drill hole; thence continuing along Map 55, Lots 12, 11 and 10, as

shown, N62°27'02"E, a distance of 206.36 feet to an iron rod; thence turning and running along Map 55, Lot 6, as shown, S42°23'34"E, a distance of 197.91 feet to a drill hole; thence turning and running in the following five (5) courses and distances: S47°36'26"W, a distance of 321.23 feet to a drill hole; S16°50'14"W, a distance of 174.63 feet to a drill hole; S36°32'44"E, a distance of 180.69 feet to a drill hole; N88°21'54"E, a distance of 279.60 feet to a drill hole; and N46°08'52"E, a distance of 175.17 feet to drill hole at the point and place of beginning. Said Conservation Easement Area contains 283,290 square feet, or 6.50 acres, more or less, in accordance with said Plan.



## Facilities Advisory Committee

The purpose of the Facilities Advisory Committee is to review and assess municipally owned facilities and to establish a prioritization of needed facility projects for the Town. These projects are defined in the Town Facilities Plan published by HL Turner Group in December, 2015.

The Committee shall be advisory to the Department of Public Works and the Planning Board (for the Town's Capital Improvement Program). The Committee's recommendations may be included in the DPW capital improvement program. The Committee will report on its work to the Selectboard as needed.

Membership of the Committee shall consist of five residents of the Town appointed by the Exeter Board of Selectmen. Terms of membership shall be one year ending April 30<sup>th</sup> of each year. The Board of Selectmen shall conduct interviews for each application submitted. Members should have demonstrated experience in facilities planning, architecture, construction management, or some combination thereof. Ideally members will come from a broad constituency and be able to objectively prioritize needs of the Town in this area.

The Committee shall organize and elect officers of Chairman, Vice-Chairman and Clerk serving one year terms each. Terms of officers may be renewed in consecutive years. The Committee may be advised as needed by the Town Manager and staff including the Town Planner, DPW Director, and Maintenance Superintendent.

Advisory Committee recommendations should consider the following: work flow and internal relationships of Municipal Departments serving the Town; efficiency of access to services provided to the general public; acquisition or disposition of properties so as to promote efficiencies in Municipal services to the public; compliance with building codes; energy efficiency; safety and environmental needs of personnel and the general public; security of municipal assets. The Committee shall meet monthly for the first calendar year after establishment and quarterly thereafter in a schedule consistent with the Exeter Town Budget and Capital Improvement Program development schedules.

As a public body serving the Town, the Committee shall abide by State "Right-to-know" laws as enacted under Chapter 91-A of the NH Revised Statutes Annotated. This includes posting meetings, taking minutes, and making minutes available to the public as required.

March, 2016

**CONTRACT**  
*between*  
**TOWN OF EXETER**  
*and*  
**MANAGEMENT AND FINANCIAL SERVICES GROUP, LLC**  
(Taxpayer ID 52-2215040)

**THIS AGREEMENT**, effective the \_\_\_\_\_ day of February, 2016, is by and between the Town of Exeter (hereafter “the Town”), a New Hampshire municipal corporation with its principal offices located at 10 Front Street, Exeter, NH 03833 and the offices of its Department of Public Works at 13 Newfields Road, Exeter, NH 03833, and the Management and Financial Services Group, LLC (henceforth, “the Consultant”), a Maryland limited liability corporation doing business as the Municipal & Financial Services Group, with offices at 911-A Commerce Road, Annapolis, Maryland, 21401.

**WITNESSETH**

**WHEREAS**, the Town from time to time enters into agreements (“contracts”) with consultants to provide professional services to the Town; and

**WHEREAS**, the Consultant has professional skills, expertise and experience to assist the Town in the execution of the work contemplated in certain of such contracts;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Town does hereby contract certain work items delineated and documented herein to the Consultant in accordance with the following terms:

**1. SCOPE OF WORK**

The services to be performed by the Consultant are those described in the proposal attached hereto as Attachment A (the “proposal”).

**2. PERIOD OF SERVICE**

The Consultant agrees to perform the services outlined in the proposal within the period stipulated in Attachments A (the “proposal”).

**3. FEES**

In consideration of the services to be rendered under this agreement, it is agreed that the Consultant will be compensated for service rendered in accordance with the compensation schedule set forth in Attachment A, the proposal.

#### **4. PAYMENT FOR SERVICES**

The Consultant shall submit to the Town on or before the 5th of each month bills for professional services and reimbursable expenses through the end of the prior month. All bills for professional services will be based upon hours worked by the Consultant at the applicable hourly rates. If work is performed on a lump sum basis for the Town, each invoice from the Consultant shall indicate the percentage of completion of the project, and such percentage shall be the basis for the invoice amount. If work is performed on a "time and materials" basis for the Town, each invoice from the Consultant shall identify hours and expenses by individual on both a current and cumulative basis. Total amounts paid to the Consultant under this contract shall not exceed the maximum amount identified in the proposals (Attachment A) unless and until the amount set forth in the Scope of Work is mutually modified in writing.

#### **5. TERMINATION OF AGREEMENT**

In the event that the Consultant fails to perform any of the material terms, covenants or provisions of this agreement, the Town shall have the right to terminate this agreement upon ten (10) days notice in writing to the Consultant. All reports, data, calculations and similar materials relating to the work performed by the Consultant hereunder shall be surrendered forthwith to the Town and shall become the property of the Town. The Town thereafter may take over the work to be performed hereunder and may prosecute the same to completion by contract or otherwise. Upon such termination, the Town shall have no obligation to the Consultant other than to pay the Consultant for work satisfactorily completed; provided, however, that the Town shall have the right to offset against any such payment any costs and expenses incurred by the Town in connection with replacing the Consultant.

#### **6. COORDINATION WITH OTHERS**

The Consultant shall coordinate its work efforts closely with the activities of the Town to provide for the proper and timely execution of its assigned tasks. The Consultant shall provide on a timely basis any information required by the Town concerning the work being performed by the Consultant hereunder.

#### **7. INSURANCE**

The Consultant is responsible to maintain, pay such costs and expense of comprehensive general insurance, employer liability insurance (where applicable), Workers' Compensation Insurance (where applicable), automobile insurance and Umbrella Liability insurance. The Consultant will provide the Town within five (5) business days of the execution of this contract such certificates of such insurance policy and coverage in such amount of coverage acceptable to and approved by the Town. Each insurance policy required by this provision shall be endorsed to state that such coverage will not be suspended, voided, canceled, or reduced in coverage or limits except after sixty (60) days' notice by written certified mail, return receipt requested, has been given to the Town. The Consultant further agrees that any deductibles or

self-insured retentions are the sole responsibility of the Consultant to pay and/or indemnify. Renewal of expiring certificates of insurance shall be filed with the Town thirty (30) days prior to expiration.

## **8. INDEMNITY**

The Consultant shall at all times indemnify, protect, and hold harmless the Town and its officials (whether elected or not), officers, agents, and employees from and against any and all suits, claims, damages, losses, judgments, detriments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property (including loss of use thereof) sustained or alleged to have been sustained by (a) officers, agents, and employees of the Town and by the Town itself, or (b) the Consultant, its employees, its Subcontractors, or agents, or (c) any other person, which injuries or damage are alleged to have occurred on or near the work, or to have been caused in whole or in part by the negligent acts, omissions, or willful misconduct of the Consultant, his Subcontractors, or anyone directly or indirectly employed by them. Such indemnification by the Consultant shall also include all acts or omissions by the Consultant which result in environmental contamination or spill under federal, state or local law, regulation, ordinance, order, or statute as may be amended from time to time. Such indemnity shall include all liability and claim from damages due to Town property (including property and equipment leased or rented by the Town) caused by the Consultant, its employees, its Subcontractors, or agents.

## **9. IMPAIRMENT**

Nothing contained herein is intended to impair any rights of the Town nor of the Consultant.

## **10. INDEPENDENT CONTRACTOR**

Nothing contained herein or in the contract between the Town and the Consultant shall be construed as placing the parties to this subcontract (agreement) in the relation of partners or joint venturers. This agreement does not establish either party as the legal representative or agent of the other. Neither party shall have the right to make any affirmation, representation, commitment or warranty or to assume, create or incur any liability or obligation of any kind, express or implied, for or on behalf of the other, except as specifically set forth in this agreement.

## **11. NO ASSIGNMENT**

The Consultant shall not assign, transfer, convey or otherwise dispose of its rights or delegate its duties hereunder, in whole or in part, without the express written consent of the Town.

## **12. APPROVAL**

This agreement is subject to the approval process of the Town.

### **13. GOVERNING LAW**

Any controversy or claim arising out of or relating to this Agreement shall be governed by the law of the State of New Hampshire without regard to its conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the New Hampshire courts, both state and federal.

### **14. MODIFICATION**

This Agreement contains the entire agreement between the parties, and no statement, provision, or inducement made by either the Consultant or an agent of either party that is not contained in this Agreement shall be valid or binding. This Agreement and any Exhibits or Attachments, if any, hereto shall be not modified, changed, altered, amended or cancelled in any way unless such modification, alteration, change, amendment or cancellation is agreed to in a writing signed by both parties. In the situation and for or such valid reason that either party must terminate this contract before its completion date, the party shall provide such notice no less than fifteen (15) days in advance of the intended termination.

### **15. WAIVER**

No failure on the part of either party to exercise, and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise or the exercise of any other right.

### **16. INVALIDITY**

In case any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, legal or enforceable. If no such reformation is possible, then such provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.

### **17. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile execution and delivery of this Agreement are legal, valid and binding execution and delivery for all purposes.

### **18. REMEDIES**

The rights and remedies of the parties to this Agreement are cumulative and not alternative.

## **19. NOTICES**

All notices shall be in writing and delivered personally, by mail, return receipt requested, or by overnight courier, to the addresses of the parties set forth at the beginning of this Agreement, to the attention of the undersigned. Any such notice shall be deemed given on the date delivered.

## **20. COSTS AND ATTORNEYS FEES**

All costs and expenses of the prevailing party in enforcing this agreement or for injuries and damages arising therefrom shall be borne by the other. Costs and expenses include but are not limited to filing fees, case serving fees, court fees, witness fees for experts, travel costs for experts, reasonable attorney's fees, stenographer's fees, marshal or sheriff's fees, costs of subpoenas, and the like.

## **21. STATEMENT OF NON-CONSUMER**

Neither party, one to the other, shall be considered a consumer nor a merchant pursuant to any consumer or trade practices law or regulation, and the parties specifically agree that the application of any such laws or regulations to the terms and conditions herein is inappropriate.

## **22. FORCE MAJEURE**

Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to Unforeseen Circumstances beyond its reasonable control or force majeure. Unforeseen circumstances and force majeure shall mean such event or condition that has an effect on the rights and obligations of the parties under the Agreement which is beyond the control of the party relying thereon and constitutes a justification for a delay or non-performance of an action required in this Agreement, including but not limited to (1) Acts of God, landslide, lightning, earthquake, tornado, hurricane, fire, explosion, tidal wave, war, blockage, sabotage, insurrection, riot or civil disturbance; (2) preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; or (3) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state or federal governmental body.

## **23. COMPLIANCE WITH LAWS AND CONDUCT**

In providing the services required under the terms of this contract to the Town on property located in the Town, the Consultant will ensure that it will comply with the Town's security procedures, rules, regulations and policies, including all rules, regulations and procedures regarding access to the Town's facilities and all federal, state, and local laws, statutes, ordinances, rules, and regulations related to safety in the workplace as well as the Town's health and safety programs, policies and procedures. The Town reserves the right, at any time,

to remove any individual providing services under this Agreement, including but not limited to, any such individuals violating said security procedures, rules, regulations and policies, including all rules, regulations and procedures regarding access to the Town's facilities and all federal, state, and local laws, statutes, ordinances, rules, and regulations related to safety in the workplace as well as the Town's health and safety programs, policies and procedure.

The Consultant also agrees to obey all federal, state, and local laws, statutes, ordinances, rules, and regulations relating to privacy, equal employment, disability and anti-discrimination policies or acts. It further agrees and warrants that, in its performance of its obligations under the terms of this Agreement, including but not limited to the provision of services and the employment of personnel, that it shall not discriminate on the basis of race, color, religious creed, age, sex, marital status, national origin, ancestry, sexual preference, present or past history of mental disorder, or disability, except in the case of a bona fide occupational qualification.

The Consultant agrees and covenants that supervision shall be maintained over its employees to the end that said employees are neat in appearance, courteous in demeanor, and as quiet as is consistent with their duties. The Consultant agrees, at the request of the Town, to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of his or her duty, subject to the terms of any collective bargaining agreement the Consultant might enter into.

**24. MERGER**

This agreement, including all attachments, schedule and exhibits thereto, contains all the terms and conditions agreed upon by the parties hereto, and supersedes all other agreements, whether written or oral, between the parties with regard to the subject matter hereof.

***IN WITNESS WHEREOF***, the parties hereto by their respective and duly authorized officers or representatives, have each executed this agreement, effective as of the date and year first above written.

**Town of Exeter**

**Management and Financial Services Group, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

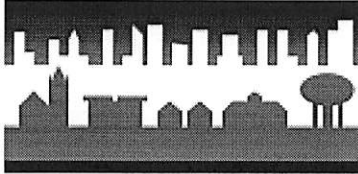
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Date: \_\_\_\_\_

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



## Municipal & Financial Services Group

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September 23, 2015

Jennifer Perry, P.E.  
Director of Public Works  
Town of Exeter  
13 Newfields Road  
Exeter, NH03833

**Reference:** Follow-up – Proposal for Water and Wastewater System Rate Study

Dear Ms. Perry:

As a follow-up to our discussions on September 14, 2015, we are pleased to submit a revised scope of work and fee estimate to assist the Town in developing a long-term financial plan and supporting rates for its water and wastewater systems. Our proposal includes a detailed scope of work, project schedule and a not-to-exceed cost estimate. The proposal is based on our understanding of the Town's needs as discussed during our meeting.

We look forward to working with and for the Town on this important and interesting project. Please contact me at 410.266.9101 or via e-mail at [edward.donahue@mfsllc.com](mailto:edward.donahue@mfsllc.com) if you would like to discuss our proposal.

Very truly yours,

Edward J. Donahue III  
Director  
Municipal & Financial Services Group

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911-A Commerce Road ♦ Annapolis, Maryland 21401

410.266.9101 Voice ♦ 410.266.5545 Facsimile ♦ [www.mfsgllc.com](http://www.mfsgllc.com)



## **A. SCOPE OF WORK**

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The following section of our proposal provides a detailed scope of work outlining each of the tasks necessary to complete a comprehensive water and wastewater rate study for the Town of Exeter. The scope of work will provide a financial plan for the Town's water and wastewater utilities that will help to ensure the financial health of the systems while appropriately allocating costs to the users of the systems and clearly defining the basis for all rates, fees and charges.

### **Task 1 - Review Existing Data/ Project Kickoff Meeting**

MFSG previously submitted to the Town a comprehensive data request for data necessary for the study. When a substantial amount of data has been collected and analyzed, we will schedule a formal kickoff meeting with the Town staff to introduce key players, re-validate the scope of work and schedule, identify any key dates and establish the formal and informal reporting relationships needed for the successful completion of the study. As part of the kickoff meeting we will want to discuss all of the current financial and rate policies in place, so that we understand to what extent they will serve as guideposts for the study. We will also want to discuss any potential policy issues that may need to be addressed during the study. Based on our experience in working with municipal governments it is vitally important to identify and evaluate the key policy issues early in the study to ensure that consensus is developed regarding the principles that will govern the study. The primary goal of Task 1 is to set a strong foundation for the study.

### **Task 2 - Revenue Requirements**

One of the primary tasks for the study is the identification of the full "real" cost of providing water and sewer services. Our approach includes a detailed review of each of the costs incurred by the Town (both identified and unidentified) to ensure a true cost of service is developed. The unidentified costs are often those associated with deferred maintenance or repair and replacement of buried assets. The revenue requirement (the annual amount of cash needed from all sources) can be identified as four categories: operating and maintenance costs, capital improvements, existing debt service and any contributions to reserves. The following section of our proposal describes our approach to reviewing and identifying each of these costs. The total amount of cash required on an annual basis for all purposes and from all sources constitutes the revenue requirement.

*Review O&M Costs* - Using the Town's current operating budget as a starting point, and then adjusting for any changes in O&M costs related to the upgrading / expansion of the wastewater treatment plant that may be identified by Kleinfelder, we will review the adequacy of budgeted operating and maintenance costs. The objective of this review is to determine the adequacy of O&M funding levels to keep the Town's water and sewer infrastructure in optimum operating condition, thus facilitating sustainability (i.e., lowest lifecycle cost at a given service level for the ownership and operation of the infrastructure). To the extent that costs are directly identified to specific functions of the water or sewer system, they will be so documented. If costs are not identified directly, or if they are shared costs from other Town departments or overhead functions, we will document allocation methods for such costs. Included in the review of O&M costs will be the allocation of administrative overhead and other charges to the functions. O&M expenses will be forecasted based on estimated annual inflation rates at the budgetary account line item level. The forecast of operating expenditures will be based on:

- Review of historical operating expenditure increases by individual budget account line item,
- Any additional information that would increase the accuracy of the estimates (i.e., staffing increases/decreases, etc.),
- Identifying contractual commitments for future wage and benefit increases, and
- Identifying and assessing the impact of the current and proposed capital improvement program on operating expenditures.

*Review Capital Improvements Program* - We will review the Town's current five-year capital improvement plan for the water and sewer systems to ensure that they are appropriate and complete. This will be accomplished by reviewing the age, useful life and replacement cost associated with the Town's water and sewer infrastructure to identify if the planned investments result in realistic replacement schedules. Based on our experience, communities are often surprised to learn how long they are assuming their infrastructure will last based on their current planned rate of system reinvestment. In addition to system reinvestment, we will identify potential regulatory requirements and the resulting capital investment requirements. A major cost impact for the sewer systems will be the capital costs of the Town's new wastewater treatment plant.

*Evaluate Potential Financing Sources* - The types, mix and levels of various funding sources to pay for the capital and operating costs of the water and sewer systems will be examined, and the impacts of various approaches will be quantified. While it is presumed that all operating and maintenance costs will be funded via user rates, there are various approaches to funding capital expenses. They can be paid from operating revenues ("pay as you go" funding, the most conservative financial approach), from grants or developer contributions, or from long-term debt (e.g., bonds, long-term leases, SRF loans, etc.). Typically, a utility might use a mix of these financing sources. Based on current Town policy and our industry expertise we will recommend an approach to funding each capital project within the Town's five-year capital plan.

*Analyze Current and Projected Debt Service* - The annual principal and interest payments for existing debt service related to the water and sewer systems will be documented. Those projects or categories of projects contained in the CIP and which are anticipated to be debt-funded will be identified, and projections of debt service will be developed. The Town's practices on types of debt (general obligation bonds, revenue bonds, use of SRF loans, frequency of borrowing, etc.) will be determined, as will typical debt structure (e.g., payment term, level principal payments vs. level debt service) and assumed interest rate.

*Review the Adequacy/ Appropriateness of Reserves* - The wise use and management of financial reserves provides many advantages to a utility: rate stabilization and "smooth" rate increases, as well as enhanced credit ratings and resulting interest savings. We will review the adequacy of the Town's current reserves in light of Town policy and our industry expertise. To the extent that the Town does not have a financial policies related to reserves we will provide a suggested approach.

### **Task 3 - Demand Forecast**

Task 3 consists of two components which include the development of customer and demand forecast for the Town's service area and a detailed analysis of historical customer usage to identify system peaking.

*Demand Projections* - The demand forecast will be based on historical usage patterns, water facilities plans and discussions with the Town as to projected water demand and sewage generation. We will compare

projected customer growth with the Town's comprehensive plans to confirm consistency with such plans. If there are deviations from the Town's general plans, we will document the basis for and reasonableness of such deviations. The projections will be developed for a 10-year period, by customer class. One of the key variables that must be developed is the rate of growth in the utility, including the numbers and types of new customers to be added year-by-year as well as increases (or decreases) in water usage over time by existing customers. Recent national trends indicate an average decrease in per capita consumption of about 1% per year; in some places recurring decreases of 1% - 2% per capita per year have been documented. As a result it may not be accurate to assume a consistent relationship between the number of customers and usage. To develop an accurate demand forecast the usage trends on per account basis must be examined. The demand forecast will include adjustments in customer usage due to price elasticity (impact of raising rates on customer usage), which might be affected by the increased costs of wastewater treatment and disposal.

*Detailed Usage Analysis / Peak Demands* - A key step in a water and sewer cost of service study is gaining an understanding of the makeup of the customers served by the system and how and when they use water and generate sewage throughout the year, particularly how various customers peak the system. This is necessary for determining appropriate cost allocations, to develop demand projections, to evaluate the appropriateness of the current rate structure and to evaluate potential alternative rate structures. To facilitate this review, MFSG will request several years of detailed consumption at the customer account level. The customer and customer usage data will be statistically analyzed to identify usage patterns, including seasonal usage and customer class peaking. Demand ratios (max week, max day, max hour, etc.) may be identified and considered in this analysis, as will peak demands related to any large customers or customer classes.

#### **Task 4 - Develop Cost of Service**

*Water Revenue Requirement Cost Allocation* - The revenue requirements from rates (output of Task 2, less any miscellaneous water revenues) will be allocated as necessary by class to serve as the basis for rate determination for each class. The Town Code classifies customers in the Town as residential, apartments, commercial/industrial and institutional/governmental. We follow the methodology described in American Water Works Association (AWWA) Manual M1 – Principles of Water Rates, Fees and Charges for allocating water system revenue requirements. We typically utilize the base extra capacity methodology described in Manual M1, but we will evaluate whether or not the commodity demand methodology would be more appropriate for the Town. To the extent that there is no appreciable difference in the unit cost between or among classes, rate classes may be combined in order to reduce the number of rate classes. To the extent that significantly differing usage or demand patterns among customers or customer classes exist, or to the extent required by external agreements, costs will be functionalized or segregated as necessary. Costs not related to consumption will be allocated to customers based on factors such as meter size and hydrant and/or fire line size.

*Sewer Revenue Requirement Cost Allocation* - The methodology utilized by our project team to develop sanitary sewer rates is consistent with and based on the principles provided by the Water Environment Federation's (WEF) Manual of Practice 27 - Financing and Charges for Wastewater Systems. Operating and capital expenses will be allocated to fixed costs and variable costs (flow). The current revenues from each class will be compared with the allocated cost of service to identify variances in the current allocations.

## **Task 5 - Evaluation of Revenue Adequacy of Current Rates and Fees**

The primary output from Task 4 will be a detailed forecast of the costs associated with each individual water and sewer service provided by the Town. Task 5 evaluates the sufficiency of the current system of rates and fees to meet the annual revenue requirements and any revenue bond or loan covenants going forward. This will be accomplished by developing the anticipated revenues generated by current rates and fixed charges over the projection period compared with the total costs (operating and capital) by water and sewer service type developed in Task 4. Based on the adequacy of the projected revenues to meet the revenue requirements and any other tests (e.g., coverage ratios), the necessary revenue adjustments will be identified.

## **Task 6 - Rate Alternatives**

The Town's current user rates for water and sewer service are based on metered water consumption plus a fixed charge per meter. The user rates consist of three inclining block usage tiers for both water and sewer. As part of our analysis we will examine the appropriateness of this structure for the Town and identify (but not develop in detail) alternative rate structures that the Town might wish to consider. It must be kept in mind that the issue of rate design is a "zero sum" game; that is, the amount of money to be raised from rates will not change, regardless of the rate design. There are many rate designs that comply with industry practice and will withstand legal challenge. The sole difference between rate designs is the relative allocation of costs among customers or usage levels. The policy determinations and preferences of the Town are the most important factors in determining the preferred rate design.

We will meet with the Town staff to discuss utility pricing goals and objectives. Based on input the Town staff provides, we will identify one or more alternative rate designs, including the advantages / disadvantages of each rate design. Some of the key pricing goals and objectives that we would suggest be considered include equity, revenue stability, administrative simplicity, ease of understanding, minimizing customer impacts and ease of implementation (given the Town's billing system). If the Town wishes to explore any of the rate alternatives in detail, we will provide the Town with the estimated costs of such analysis and evaluation.

## **Task 7 - Assessment Fees**

The Town currently imposes water and sewer assessment fees to offset capital costs of capacity built for new customers making connections to the Town's water and sewer systems. The water assessment fee is \$2.00 per gallon of capacity purchased and the sewer fee is \$4.85 per gallon of capacity purchased. We will evaluate the Town's assessment fees to determine if they represent the actual cost of providing capacity to new customers. Recommendations for modifications to the assessment fees will be provided to ensure that the fees recover the capital costs of providing system capacity for new customers.

## **Task 8 - Financial Model and Training**

We will develop an interactive financial model to complete the financial plan and rate analysis study. The model will produce a series of interactive schedules, each of which will address a principal topic (O&M costs, debt service, demand/usage, cost of service, etc.), as well as specialized schedules to support borrowing (e.g., coverage ratios). Built into the model is a series of graphics that can be used as separate charts (e.g., average bill by year, total debt by year, cash balance by year, projected rate increases by year, cash balance targets, etc.). The graphics are "fed" by the data contained in the model, and are produced

with no additional effort on the part of the user. The model will utilize Microsoft Excel software. The model developed during the study will be licensed to the Town at no charge at the conclusion of the study. MFSG does not charge any form of licensing fee or royalty for continued use of the model, but does ask that clients not re-sell the models developed for client use. The model consists of a series of schedules, all linked to facilitate updating and to minimize input errors. The model developed for the Town will be extremely user-friendly. We make every effort to ensure that the model is a useful tool for the Town; the model will not be a black box but rather a tool that can easily be used, understood and updated. As part of the study we will train Town staff in the use of and updating of the financial model. This will be accomplished during the study as the model is being developed as well as through formal training sessions completed at the conclusion of the study.

### **Task 9 - Public Outreach and Education**

Given the potential impact of the necessary rate adjustments and potential bill impacts on the Town's water and sewer customers, it will be important to engage the public as part of the rate study. The Town identified two public outreach workshops in its RFQ. Our project team will develop materials for and facilitate the two workshops. Based on our understanding of the Town's desires for these workshops they will include:

- Workshop #1- Description of water and sewer systems, operational costs, water and sewer usage patterns, regulatory compliance issues, anticipated capital improvements and overview of the rate setting process. The public will be able to identify key concerns to the utilities.
- Workshop #2 - Presentation of draft report including financial plan analysis, rate alternatives and customer impacts related to updating the existing rate design.

To the extent that the Town would like our project team to provide additional public outreach we will provide the desired support, however we propose that these services be provided on a time and materials basis as the services are not yet defined.

### **Task 10 - Final Report & Presentations**

We will document all work performed in the water and sewer rate study in a concise narrative report. The report will include an executive summary that will be written in easy to understand terms so that it is "public-friendly." All data sources relied upon in the study will be identified and documented, and all assumptions clearly set forth. The report will be delivered to the Town in draft form within 12 weeks of notice to proceed. During the course of the study we will conduct biweekly progress meetings with Town staff. Some of the meetings will be conducted on-line, while key progress meetings will be conducted in person and on-site. We anticipate conducting three onsite progress meetings in addition to a kickoff meeting. We will present the findings of the study to the entire Water and Sewer Advisory Committee with a subsequent meeting with the Board of Selectmen.

## B. PROJECT SCHEDULE

As previously stated, the report will be delivered to the Town in draft form within 12 weeks of delivery of the data necessary to complete the study, with a revised report submitted two weeks after submission of the draft report. The detailed project schedule is presented below.

*Project Schedule*

| Town of Exeter<br>Water and Wastewater Rate Study<br><br>Task | Schedule (Weeks from Notice to Proceed) |   |   |   |     |     |   |   |   |    |     |     |     |     |
|---|---|---|---|---|-----|-----|---|---|---|----|-----|-----|-----|-----|
|   | 1                                       | 2 | 3 | 4 | 5   | 6   | 7 | 8 | 9 | 10 | 11  | 12  | 13  | 14  |
| <b>1. Project Initiation</b>                                  | (A)                                     |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <b>2. Revenue Requirements</b>                                | (B)                                     |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <i>Review O&amp;M Costs</i>                                   |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <i>Review Capital Improvements Program</i>                    |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <i>Evaluate Potential Financing Sources</i>                   |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <i>Analyze Current and Projected Debt Service</i>             |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <i>Review Reserves</i>  |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <b>3. Demand and Usage Analysis</b>                           |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <i>Demand Projections</i>                                     |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <i>Detailed Usage Analysis</i>                                |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <b>4. Cost of Service</b>                                     |   |   |   |   | (D) |     |   |   |   |    |     |     |     |     |
| <i>Water Revenue Requirement Allocation</i>                   |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <i>Sewer Revenue Requirement Allocation</i>                   |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <b>5. Revenue Adequacy of Current Rates</b>                   |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <b>6. Rate Alternatives</b>                                   |   |   |   |   |     | (E) |   |   |   |    |     |     |     |     |
| <b>7. Assessment Fees</b>                                     |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <b>8. Financial Model and Training</b>                        |   |   |   |   |     |     |   |   |   |    |     |     |     |     |
| <b>9. Public Outreach and Education</b>                       |   |   |   |   |     |     |   |   |   |    |     | (C) |     | (G) |
| <b>10. Reporting</b>  |   |   |   |   |     |     |   |   |   |    | (F) |     | (H) |     |

Deliverables:

- |                                |                             |                                |
|--------------------------------|-----------------------------|--------------------------------|
| (A) Kick-Off Meeting           | (D) Cost of Service Results | (G) Public Outreach Meeting #1 |
| (B) Revenue Requirements       | (E) Rate Analysis           | (H) Final Report               |
| (C) Public Outreach Meeting #1 | (F) Draft Report            |                                |

## C. FEE PROPOSAL

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### 1. General and Administrative

This proposal was prepared in the Annapolis, Maryland office of MFSG, a Maryland limited liability corporation, under the direction of Edward J. Donahue III, president of the firm. Mr. Donahue is designated as the principal point of contact for matters related to this procurement. He is empowered to represent, negotiate for, and bind and commit the firm:

Management and Financial Services Group, LLC  
d/b/a Municipal & Financial Services Group  
911-A Commerce Road  
Annapolis, Maryland 21401  
410.266.9101voice/ 410.266.5545 facsimile  
edward.donahue@mfsgllc.com  
Taxpayer ID 52-2215040

MFSG is a women-owned business certified as such by the State of Maryland {MBE Certification DOT-MBE-03-191}; by the State of Delaware (Certificate #DE04100493} and is recognized as a WBE by the State of Kentucky. The firm is also certified as a Small Business by the State of Maryland (ID #1522215040). The firm is registered to do business in the State of New Hampshire.

### 2. Period of Proposal

This proposal is valid for 120 days from the date of its submission and may be extended by mutual written agreement.

### 3. Subcontractor

MFSG will provide the financial and economic expertise required for the Town's study, but the development of a wastewater treatment plant as a replacement for and upgrade of the Town's traditional sewage lagoons is certain to have a major impact on sewer bills. In addition, a review of the Town's reinvestment in its buried water and sewer infrastructure could impact both water and sewer rates. For that reason, we have included the costs of a consulting engineering firm with whom we have worked in the past to provide high-level review of water and wastewater capital and operating costs:

Kleinfelder  
2 Wall Street, - Suite 450  
Manchester, NH 03101  
603.623.4400 voice / 603.623.4401 facsimile

### 4. Not-to-Exceed Cost Estimate

Our estimated cost for the study requested by the Town of Exeter is \$49,470, including all fees and out-

of-pocket expenses. The basis for this estimated cost is presented below. The hourly rates shown on the exhibit will also apply to any additional / out-of-scope work requested by the Town.

**Not-to-Exceed Fee Estimate**

| Town of Exeter<br>Water and Wastewater Rate Study | Level of Effort (Hours) |               |               |               |               |                   | Total Hours | Level of Effort (Fees) |                     |                 | Total Not to Exceed |
|---|-------------------------|---------------|---------------|---------------|---------------|-------------------|-------------|------------------------|---------------------|-----------------|---------------------|
|   | MFSG                    |               |               | Kleinfelder   |               |                   |             | Fees - MFSG            | Fees - Klein-Felder | Expenses        |                     |
|   | Donahue                 | Maker         | MFSG Staff    | Morin         | McCoy         | Kleinfelder Staff |             |                        |                     |                 |                     |
| Task  |                         |               |               |               |               |                   |             |                        |                     |                 |                     |
| 1. Project Initiation                             | -                       | 8             | 16            | 4             | -             | -                 | 28          | \$ 3,400               | \$ 800              |                 | \$ 4,200            |
| 2. Revenue Requirements                           | 4                       | 8             | 16            | 4             | 4             | 16                | 52          | \$ 4,580               | \$ 3,100            |                 | \$ 7,680            |
| 3. Demand and Usage Analysis                      | -                       | 8             | 8             | 2             | -             | 8                 | 26          | \$ 2,400               | \$ 1,200            |                 | \$ 3,600            |
| 4. Cost of Service                                | 4                       | 8             | 8             | -             | -             | -                 | 20          | \$ 3,580               | \$ -                |                 | \$ 3,580            |
| 5. Revenue Adequacy of Current Rates              | -                       | -             | 4             | -             | -             | -                 | 4           | \$ 500                 | \$ -                |                 | \$ 500              |
| 6. Rate Alternatives                              | 4                       | 8             | 0             | -             | -             | -                 | 12          | \$ 2,580               | \$ -                |                 | \$ 2,580            |
| 7. Assessment Fees                                | 2                       | 8             | 16            | -             | -             | -                 | 26          | \$ 3,990               | \$ -                |                 | \$ 3,990            |
| 8. Financial Model and Training                   | -                       | 16            | 40            | -             | -             | -                 | 56          | \$ 7,800               | \$ -                |                 | \$ 7,800            |
| 9. Public Outreach and Education                  | 4                       | 8             | -             | 4             | -             | -                 | 16          | \$ 2,580               | \$ 800              |                 | \$ 3,380            |
| 10. Reporting                                     | 8                       | 16            | 16            | 4             | 4             | 8                 | 56          | \$ 7,160               | \$ 2,300            |                 | \$ 9,460            |
| <b>Total</b>                                      | <b>26</b>               | <b>88</b>     | <b>124</b>    | <b>18</b>     | <b>8</b>      | <b>32</b>         | <b>296</b>  | <b>\$ 38,570</b>       | <b>\$ 8,200</b>     | <b>\$ 2,700</b> | <b>\$ 49,470</b>    |
| <i>Hourly Rates</i>                               | <i>\$ 295</i>           | <i>\$ 175</i> | <i>\$ 125</i> | <i>\$ 200</i> | <i>\$ 175</i> | <i>\$ 100</i>     |             |                        |                     |                 |                     |





# TOWN OF EXETER, NEW HAMPSHIRE

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10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709  
[www.exeternh.gov](http://www.exeternh.gov)

## LEGAL NOTICE EXETER PLANNING BOARD AGENDA

The Exeter Planning Board will meet on Thursday, March 24, 2016 at 7:00 P.M. in the Nowak Room of the Exeter Town Office Building, 10 Front Street, Exeter, to consider the following:

### NEW BUSINESS: PUBLIC HEARINGS

A request by Baker Properties LLC for a preliminary conceptual consultation of a proposed open space development on the properties located at 1 Forest Street, 22 Oak Street and 24 Oak Street Extension (a/k/a the Rose Farm). The subject properties are located in the R-1, Low Density Residential, R-2, Single Family Residential and R-4, Multi-Family Residential zoning districts. Tax Map Parcels #54-5, #54-6, #54-7 and #63-205. Case #21603.

The application of Robert A. Johnson for a minor subdivision of the property located at 201 High Street into two residential lots. The subject property is located in the R-2, Single Family Residential zoning district. Tax Map Parcel #70-107. Case #21604.

### OTHER BUSINESS

#### EXETER PLANNING BOARD

*Kelly Bergeron, Chairwoman*



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Please be advised that you have received this notice, as you are an abutter to one of the above applications being considered by the Planning Board. If you have any questions, please contact the Planning & Building Department at (603) 773-6112. This meeting will also be televised on EXTV Channel 22 at 7:00 PM and at various times following the meeting.

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# LEGISLATIVE BULLETIN

## Local Input Improves Pole Valuation Bill

On Thursday the House passed **HB 1198**, relative to a statutory formula for appraising telephone poles and conduits, but only after rejecting the Ways & Means Committee amendment that was discussed in last week's Bulletin and instead passing a more reasonable amendment. This was a major victory for municipalities.

### *The committee amendment.*

As we noted last week, the committee amendment was a complete rejection of the approach recommended by the Assessing Standards Board. Many people considered the ASB's recommendation itself a usurpation of local assessing authority, but at least it represented a legitimate effort to assign reasonable values to poles and conduits. The committee amendment, in contrast, was designed to appease the phone companies, without regard to the real value of poles and conduits.

### *Floor fight.*

Three representatives—Susan Almy of Lebanon, Frank Byron of Litchfield, and Mary Cooney of Plymouth—executed a well planned, bipartisan floor fight against the committee amendment, which led to rejection of the amendment by a vote of 151-164. They then proposed a different amendment, which is much closer to what the ASB had recommended. That amendment was approved overwhelmingly.

Next up was the question of when the new law should take effect. For over a year, supporters of the phone companies have assured legislators repeatedly that putting a valuation formula in statute would end all of the lawsuits the phone companies have filed challenging their tax bills. The majority report in last week's House calendar had represented: "This bill will put an end to all the hundreds of lawsuits that are costing the municipalities and the industry thousands of dollars in legal fees and clogging the courts . . ." Many legislators have relied on that and similar representations over the past year.

Bulletin #11, 2016 Session  
March 11, 2016

### INSIDE THIS ISSUE

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### GOVERNMENT AFFAIRS CONTACT INFORMATION

**Judy A. Silva**, Executive Director

**Cordell A. Johnston**, Government Affairs Counsel

**Barbara T. Reid**, Government Finance Advisor

**Timothy W. Fortier**, Communications & Member Services Coordinator



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Concord NH 03301  
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governmentaffairs@nhmunicipal.org  
Website: [www.nhmunicipal.org](http://www.nhmunicipal.org)

**Oh, THOSE lawsuits.**

The leaders of Thursday's floor fight decided to call that bluff. They offered a floor amendment that would make the bill's application conditional upon the phone companies' voluntary dismissal of the lawsuits. It seemed like a simple housekeeping matter: if the new law would end the lawsuits, then the phone companies would happily dismiss them once the bill passes.

Apparently not. As it turns out, the bill will not "put an end to all the hundreds of lawsuits." Pressed on this point, the bill's supporters acknowledged that, well, of course the *existing* lawsuits would need to "work their way through the courts." But the bill might prevent *future* lawsuits.

Really. And once the existing lawsuits work their way through the courts, the disputes about valuation will have been answered—without legislation. So what, again, was the point of this bill? (And, by the way, the legislation will not even prevent future lawsuits, because the phone companies' claims in those suits deal with many issues besides just valuation.)

The floor amendment, unfortunately, was defeated, but the point had been made. If you're expecting this legislation to result in the wholesale dismissal of lawsuits, you can stop holding your breath.

The net result was positive, although far from perfect. The bill as amended uses a 40-year life for poles and conduits, ten years less than recommended by the ASB, but ten years more than the committee amendment. It also puts the ASB in charge of determining pole values, with an opportunity for public input.

The bill now goes to the Senate. Whether this legislation is needed at all, or will accomplish anything useful, remains an open question; but at the very least, we will continue to work to improve the bill in the Senate.

***Thank you.***

In the meantime, thank you to all the representatives who resisted the influence of big business and supported municipalities and taxpayers by voting "nay" on the committee amendment. (Click [here](#) to see the roll call.) And thank you to all the local officials who lobbied hard on this issue. Although the floor debate was persuasive, we know it was the work of local officials that opened the legislators' minds to rejecting the committee's recommendation. ***Please keep up the good work—on this issue and others.*** It is striking to see what a difference it makes when legislators hear from their local officials.

**THE EDGE**

Imagine this: You've applied to fill a vacancy on the local planning board. You go to the selectmen's meeting where the issue is going to be taken up. As one of the selectmen is entering the meeting room, he stops and whispers to you, "Sorry, but we're all going to vote for the other guy."

"What?! How do you know how the others are going to vote?" you ask.

"Oh," he explains, "we discussed it before the meeting. We all agree."

Outrageous, right? They can't have that discussion in private! Maybe you'll even file a lawsuit under the Right to Know Law. This is not how government is supposed to work in the 21st century.

Fortunately, most local officials know better. However, there are different rules at the state level, which allow something similar to happen every day. The legislature has the benefit of a convenient provision of the law (passed by the legislature!) that exempts party caucuses from all open-meeting requirements. Thus, the majority of the House or Senate, or of any legislative committee, may meet and discuss anything in private, as long as all those present are members of the same party.

Continued on next page

## No to Municipal Broadband

Municipalities did not fare as well in their other fight against the big telecommunications companies. By a vote of 188-142, the House killed **HB 1180**, which would have made it easier for municipalities to issue bonds for the construction of broadband infrastructure in areas where high-speed internet access is not available.

The argument against the bill followed this puzzling logic: (1) Municipalities don't have the expertise or resources to manage broadband networks; and (2) they already have the legal authority to do so. The other concern, equally hard to follow, was that towns should not be allowed to "compete" with the telecommunications companies—the very companies that are not providing service in the areas where the towns want to build infrastructure.

Needless to say, logic doesn't win every legislative debate, and in this case the pressure and misinformation from big business obviously had an effect. Thus, it appears that for at least another year, companies like Comcast, AT&T, and Time Warner will be protected from the competitive "threat" posed by towns like Temple and Sharon. And unfortunately, in this age of data, too many New Hampshire residents will be without sufficient access to the internet.

## A Pleasant Development

On Thursday the House passed **HB 2016**, dealing with the state 10-year transportation improvement plan, with an amendment that, among other provisions, provides an additional \$2.5 million for the municipal state bridge aid program in the current fiscal year. This money comes from anticipated savings at the Department of Transportation due to the light winter. The bill as amended passed on a voice vote, so we don't know exactly which representatives to thank, but continual harping on municipal bridge aid funding evidently struck a chord with many. The bill will now head to the Senate for its consideration.

## Committee Recommends Agritourism Bill

The Senate Public and Municipal Affairs Committee on Wednesday recommended passage of **SB 345**, the "agritourism" bill mentioned in *Legislative Bulletin #9*. The committee recommended a minor amendment to the bill at the request of the New Hampshire Farm Bureau. It is believed that this amendment will satisfy the House members who have supported **HB 1141**, the House bill dealing with the same subject. This would avoid a conflict between the two bodies; **SB 345** would become the operative bill, and **HB 1141** likely would be killed or tabled in the Senate.

**SB 345** will go to the full Senate next week, and assuming it is approved there, it will move next to the House.

## THE EDGE (Continued)

That is why we often know in advance how a committee vote, or a vote in the full Senate, will go. They've already met and counted the votes. (Votes in the full House, with 400 members, are less predictable, even after the caucuses meet.)

To be clear, this is perfectly legal, and has been accepted practice for, presumably, hundreds of years. We do not presume to question the legislature's procedure.

However, it does leave us a bit rankled when we hear constant criticism of local boards—especially by some legislators—for their "secretive" practices, while the legislature allows itself to operate that way. Decisions about the state's \$11 billion budget are made in private before a public vote is taken, and no eyebrow is raised. But just *try* hiring someone to fix the town hall roof without a duly noticed public meeting!

We are not (necessarily) suggesting that the law should be changed. As Sunshine Week begins, we are merely suggesting some recognition that the operation of the Right-to-Know Law is far from uniform.

♦♦♦♦♦

## Senate Passes Perplexing Photo ID Bill

The Senate this week passed a bill that, if enacted, is likely to cause bewilderment for municipal clerks and supervisors of the checklist. The bill, **SB 509**, rewrites RSA 659:13, IV(b).

Currently, subparagraph IV(a) provides that after an election, the Secretary of State will mail a letter of identity verification to each voter who obtained a ballot by executing a challenged voter affidavit or religious affidavit in lieu of showing a photo ID, with instructions to the voter to return the letter with a confirmation that he or she was in fact the person who voted. Subparagraph IV(b) provides that the Attorney General will investigate any person whose letter is returned by the post office as undeliverable, and any person who fails to confirm that he or she voted.

**SB 509** leaves subparagraph (a) intact, but changes subparagraph (b) so that the Attorney General will not investigate the voters; instead, “The secretary of state shall work with city and town clerks and supervisors of the checklist to determine which names on the list belong to legal voters.” The stated purpose of this change is to relieve the burden on the Attorney General’s office, which says it does not have the resources to conduct these investigations.

One might ask whether the appropriate solution is to shift that burden onto local officials, but let’s set that aside for a moment. The first problem is that the bill makes no sense.

The bill requires the Secretary of State to work with local officials “to determine which names on the list belong to legal voters.” The “list” referred to here is a list of voters who received letters because someone voted using their name and without showing a photo ID. Here’s the thing: in order to have voted, the person obviously had to give the name of a voter registered in that town or ward, and that is the name that will be on the list—therefore, *every* name on the “list” is the name of a legal voter.

This will make the task of the clerk/supervisors quite easy, but pointless. When presented with a list by the Secretary of State and asked “which names on the list belong to legal voters,” they can immediately answer, “All of them.” That ends the inquiry, but it’s difficult to see how it does anything to combat voter fraud.

We pointed this out at the committee hearing, and the Secretary of State’s office and the Attorney General’s office were asked to produce an amendment to fix the problem. For some reason, they didn’t. Nevertheless, the Senate passed the bill. We’ll see what happens when the bill gets to the House.

## House Plows Through Bills at Deadline

Thursday was the last day for the House to act on all bills that had not been sent to a second committee. This led to marathon sessions on Wednesday and Thursday, in which the body attempted to dispose of over 200 bills. (They didn’t quite make it. At 9:23 p.m. on Thursday, the House voted to suspend the rules to special order a number of bills to the March 23 calendar.) In addition to those mentioned above, the House took action on the following bills of significant interest to municipalities:

*(Bills at Deadline—Continued from Page 4)*

- **HB 1687** and **HB 1688**. The House overwhelmingly approved the Judiciary Committee’s recommendation of Inexpedient to Legislate on both bills, which would have expanded municipal liability for personal injuries resulting from negligence. We have discussed these in several recent *Bulletins*. **Thank you again to all the local officials who worked hard to defeat these bills.**
- **CACR 23** would have amended the constitution by eliminating the existing provision that requires selectmen to be present during voting at state general elections. It got a slim majority, 169-164, but that was not sufficient to pass it, as constitutional amendments need a 60 percent vote of the entire House (239 votes) to pass. It was laid on the table, where it will likely die.
- **HB 1686** would have repealed the Land and Community Heritage Investment Program (LCHIP), a program that NHMA strongly supports. Happily, the Finance Committee had voted 23-1 to recommend killing the bill, and the House adopted that recommendation.
- **HB 1417** would have amended the Right-to-Know Law to require public bodies to keep a record every time they have a consultation with legal counsel or a collective bargaining session. NHMA opposed the bill, and the House killed it, although by a vote that was closer than it should have been, 189-135.
- **HB 1293** amends the statute that governs the procedure for amending municipal charters. Some of the changes are good, and some not so good. There is too much to describe here; we have been in contact with local officials who have expressed interest (it currently affects only the thirteen cities and eight towns that have charters), but if you haven’t been part of the discussion and would like to be, please let us know.
- **HB 1322** requires every public employer of a certified collective bargaining unit to “calculate and report semiannually . . . to the [Public Employee Relations Board], the board of the public employer, and each employee within the public employee’s bargaining unit by email and a notice posted in a place accessible to the employee, the total number of public employees within the bargaining unit paying union dues, the total number of public employees within the bargaining unit paying agency fees, and the ratio, expressed as a percentage, of the number of those public employees paying union dues to the total number of public employees in the bargaining unit.”
- This is such a bad bill (not to mention an unfunded mandate) that, frankly, we never imagined it would pass—but it did, by a vote of 173-146. We will give it more attention in the Senate. Please contact your senator and explain how burdensome and unwieldy this requirement will be.
- **HB 1428** provides funding for eight projects on the Department of Environmental Services delayed and deferred list. The bill passed the House on a voice vote. **NHMA policy.**
- **SB 380** creates a drinking water and ground water trust fund using proceeds (estimated in the \$300 million range) from the state’s lawsuit against Exxon Mobil Corporation regarding MTBE contamination. The House passed the bill on a voice vote with an amendment regarding Legislative Fiscal Committee oversight over administrative costs. After the House vote, the amended bill was immediately sent back to the Senate, which concurred with the House amendment. The bill now heads to the Governor for final action.

House actions on many more bills of interest are listed in the House Floor Action section of this *Bulletin*. Please check that list and let us know if you have any questions.

To view the weekly Legislative Bulletin from the NH School Boards Association, please click [here](#).

## HOUSE CALENDAR

Joint House/Senate Meetings Are Listed Under This Section

### TUESDAY, MARCH 15

#### **CRIMINAL JUSTICE AND PUBLIC SAFETY, Room 204, LOB**

10:30 a.m. **HB 602-FN**, relative to the use of drones.

#### **EDUCATION, Room 207, LOB**

1:00 p.m. **SB 328-L**, relative to school districts and school administrative units exercising joint powers with other public agencies.

#### **JUDICIARY, Room 208, LOB**

10:00 a.m. **HB 1243-FN-L**, relative to storm water or sewage penalties.

10:30 a.m. **HB 1298**, relative to damage to private property.

#### **SCIENCE, TECHNOLOGY AND ENERGY, Room 304, LOB**

1:00 p.m. **SB 377**, relative to emission levels of municipal waste combustion units.

### THURSDAY, MARCH 17

#### **EXECUTIVE DEPARTMENTS AND ADMINISTRATION, Room 306, LOB**

10:00 a.m. **SB 319-FN**, relative to survivor benefits for families of police officers and firefighters killed in the line of duty.

10:30 a.m. **SB 129-FN**, allowing retired members of the retirement system to change an optional allowance election in certain circumstances.

11:00 a.m. **SB 390-FN**, relative to the procedure in retirement system hearings concerning qualification for disability retirement benefits.

## SENATE CALENDAR

### TUESDAY, MARCH 15

#### **TRANSPORTATION, Room 103, LOB**

1:00 p.m. **HB 1438-FN-L**, relative to the registration of antique trailers.

### WEDNESDAY, MARCH 16

#### **EXECUTIVE DEPARTMENTS AND ADMINISTRATION, Room 101, LOB**

9:15 a.m. **HB 1352-FN**, relative to the penalty for retirement system employers' noncompliance with reporting requirements for retirees.

#### **PUBLIC AND MUNICIPAL AFFAIRS, Room 102, LOB**

10:00 a.m. **HB 110**, relative to placement of political advertising.

10:15 a.m. **HB 183**, relative to voter registration forms.

10:30 a.m. **HB 659-FN-L**, relative to eligibility for an absentee ballot.

11:00 a.m. **HB 1375**, relative to charter commissions for budgets in official ballot jurisdictions.

## HOUSE FLOOR ACTION

Wednesday, March 9, 2016

Thursday, March 10, 2016

**CACR 22**, relating to the right to privacy. Providing that an individual's right to live free from governmental interference is fundamental and shall not be restricted unless the government demonstrates a compelling state interest. **Inexpedient to Legislate.**

**HB 1108**, relative to inquiries by employers into the criminal history of applicants for employment. **Referred to Interim Study.**

**HB 1109**, relative to notice of offer for property in eminent domain cases and making the condemning entity liable for reasonable attorney's fees in certain cases. **Inexpedient to Legislate.**

**HB 1112**, relative to subdivision of land. **Tabled.**

**HB 1114**, relative to the number of inspectors of election. **Passed.**

**HB 1115**, relative to the laws governing the citizens of New Hampshire. **Inexpedient to Legislate.**

**HB 1116**, relative to net metering. **Passed with Amendment.**

**HB 1125**, requiring law enforcement officers to return stolen property. **Inexpedient to Legislate.**

**HB 1141**, defining "agritourism." **Passed with Amendment.**

**HB 1154-FN**, authorizing and regulating the use of license plate scanning devices. **Passed with Amendment.**

**HB 1156**, relative to interference with traffic devices. **Passed with Amendment.**

**HB 1161**, relative to the traffic safety commission. **Passed with Amendment.**

**HB 1164**, relative to contributions by a city to the county or state. **Passed.**

**HB 1167-FN**, repealing the administrative procedure act. **Inexpedient to Legislate.**

**HB 1179-LOCAL**, relative to the taxation of manufactured housing on the land of another. **Inexpedient to Legislate.**

**HB 1180-LOCAL**, relative to the authority of towns to issue bonds for the expansion of Internet service. **Inexpedient to Legislate.**

**HB 1181**, relative to designating an alternate cemetery trustee. **Passed.**

**HB 1187-FN-LOCAL**, repealing licensure of showmen. **Inexpedient to Legislate.**

**HB 1198-FN-LOCAL**, relative to the valuation of poles and conduits owned by telephone utilities. **Passed with Amendment.**



*(House Floor Action — Continued from Page 7)*

**HB 1202**, relative to applications submitted to a planning board. **Passed.**

**HB 1203**, relative to voting on variances. **Passed.**

**HB 1205**, including libraries that provide children's programming in the definition of drug-free school zone. **Inexpedient to Legislate.**

**HB 1216-FN**, requiring public bodies and agencies to provide information which is not regularly kept or reported upon payment by the requestor. **Inexpedient to Legislate.**

**HB 1252**, permitting employers to pay wages to employees weekly or biweekly. **Passed with Amendment.**

**HB 1219-FN-LOCAL**, relative to the repurchase of tax-deeded property by the former owner and the costs therefor. **Passed with Amendment.**

**HB 1220**, relative to disqualification of election officers. **Passed.**

**HB 1222**, relative to procedures for appraisals by assessing officials. **Inexpedient to Legislate.**

**HB 1223**, relative to changes of address on election day. **Passed.**

**HB 1242**, relative to rules of the department of transportation on driveway permits. **Referred to Interim Study.**

**HB 1244-LOCAL**, relative to municipal cemeteries. **Passed with Amendment.**

**HB 1252**, permitting employers to pay wages to employees weekly or biweekly. **Passed with Amendment.**

**HB 1253-LOCAL**, relative to the removal of land use board members and municipal officers. **Inexpedient to Legislate.**

**HB 1259**, relative to liability for third party review of site plans. **Inexpedient to Legislate.**

**HB 1260**, repealing the authority of assessing officials to obtain administrative inspection warrants to complete property appraisals. **Inexpedient to Legislate.**

**HB 1262**, relative to the application of zoning ordinances to home-based businesses. **Inexpedient to Legislate.**

**HB 1265**, permitting municipalities to adopt a system of approval voting. **Inexpedient to Legislate.**

**HB 1275**, relative to net energy metering capacity. **Inexpedient to Legislate.**

**HB 1276**, relative to a taxpayer's application for a property tax abatement. **Inexpedient to Legislate.**

*(House Floor Action — Continued from Page 8)*

**HB 1282**, relative to the state building code. **Inexpedient to Legislate.**

**HB 1284**, relative to highway agents. **Inexpedient to Legislate.**

**HB 1293**, relative to the procedure for charter amendments. **Passed with Amendment.**

**HB 1296**, requiring the legislative body to approve the appointment of town managers and prohibiting town managers from hiring contractors to perform the duties of town managers. **Inexpedient to Legislate.**

**HB 1297**, relative to harm to unalienable rights of inhabitants. **Inexpedient to Legislate.**

**HB 1299**, relative to the frequency of background checks for camp employees. **Inexpedient to Legislate.**

**HB 1304**, relative to town maintenance of a road designated as a highway to summer cottages. **Inexpedient to Legislate.**

**HB 1308**, allowing motorcycles to pass a vehicle in the same lane or travel between lanes of traffic in certain instances. **Inexpedient to Legislate.**

**HB 1313-FN**, relative to eligibility to vote and relative to availability of voter information. **Passed.**

**HB 1322**, relative to reports to the public employee labor relations board. **Passed with Amendment.**

**HB 1335-FN**, relative to state testing of law enforcement officers for steroid use. **Inexpedient to Legislate.**

**HB 1336-FN-LOCAL**, relative to interest on abatements of taxes. **Inexpedient to Legislate.**

**HB 1341**, relative to employee payments to unions. **Referred to Interim Study.**

**HB 1349**, relative to the location of the Merrimack county superior court. **Passed with Amendment.**

**HB 1353**, relative to the notice required of a law enforcement officer prior to making an audio recording of a routine stop. **Passed with Amendment.**

**HB 1356 (new title)**, relative to construction of the terms “resident,” “inhabitant,” “residence,” and “residency.” **Passed with Amendment.**

**HB 1362**, requiring telephone notice where an electrical outage is expected to exceed 4 hours. **Inexpedient to Legislate.**

**HB 1363**, relative to filling of vacancies in town offices. **Inexpedient to Legislate.**

**HB 1374**, relative to rebates to ratepayers from the renewable energy fund. **Inexpedient to Legislate.**

*(House Floor Action — Continued from Page 9)*

**HB 1376**, relative to temporary workers. **Inexpedient to Legislate.**

**HB 1377**, relative to receipt of absentee ballots. **Passed with Amendment.**

**HB 1378**, relative to disabled voters requiring assistance. **Passed with Amendment.**

**HB 1380**, relative to duties of police commissions. **Inexpedient to Legislate.**

**HB 1382**, relative to the referendum procedure for public water systems. **Passed.**

**HB 1390**, relative to municipal authority to restrict where registered sex offenders live. **Inexpedient to Legislate.**

**HB 1392-LOCAL**, relative to notice of land use violations and court costs in cases brought by a municipality. **Inexpedient to Legislate.**

**HB 1395**, relative to municipal electronic records. **NHMA Policy. Passed with Amendment.**

**HB 1398**, establishing a commission to study septic sludge spreading. **Inexpedient to Legislate.**

**HB 1400**, defining suitable person for the purpose of obtaining a license to carry a firearm and extending the term of the license. **Inexpedient to Legislate.**

**HB 1401**, relative to public libraries. **Inexpedient to Legislate.**

**HB 1407**, establishing a property tax credit for persons providing certain home health care services for a family member. **Inexpedient to Legislate.**

**HB 1413**, establishing a commission to study processes to resolve right-to-know complaints. **Inexpedient to Legislate.**

**HB 1417**, relative to records of convenings of public bodies. **Inexpedient to Legislate.**

**HB 1418-LOCAL**, relative to the minutes of nonpublic sessions of public bodies. **Passed.**

**HB 1419**, relative to voting records in nonpublic sessions of public bodies. **Passed.**

**HB 1424-FN**, establishing an office of program evaluation and government accountability. **Inexpedient to Legislate.**

**HB 1428-FN-A-LOCAL**, making appropriations to the department of environmental services for the purpose of funding eligible and completed drinking water and wastewater projects under the state aid grant program. **Passed with Amendment.**

**HB 1433-FN**, establishing the office of ombudsman in the department of state. **Referred to Interim Study.**

**HB 1439-LOCAL**, requiring regional planning commissions to file an annual report. **Inexpedient to Legislate.**

**HB 1440-FN**, relative to certification for solid waste operators. **Inexpedient to Legislate.**

**HB 1449-FN**, relative to additional temporary supplemental allowances for retired members of the retirement system. **Referred to Interim Study.**

**HB 1455**, relative to membership of a municipal budget committee. **Passed with Amendment.**

**HB 1460**, relative to perambulation of town boundaries. **NHMA Policy. Inexpedient to Legislate.**

**HB 1463**, relative to mandatory vaccines. **Referred to Interim Study.**

**HB 1467**, relative to notice of village district elections. **Passed with Amendment.**

**HB 1468**, relative to sessions for correction of the checklist. **Passed with Amendment.**

**HB 1470-FN**, permitting additional site evaluation committee membership from towns or cities affected by an application. **Inexpedient to Legislate.**

**HB 1479**, establishing a broadband study committee. **Inexpedient to Legislate.**

**HB 1480-FN**, establishing a state minimum wage. **Inexpedient to Legislate.**

**HB 1482 (new title)**, relative to the Interstate Voter Registration Crosscheck Program.. **Passed with Amendment.**

**HB 1483**, relative to community renewable energy. **Inexpedient to Legislate.**

**HB 1489**, establishing a committee to study the rates of employer contributions in the retirement system. **Inexpedient to Legislate.**

**HB 1491**, relative to trust fund interest. **Inexpedient to Legislate.**

**HB 1492**, regarding individual privacy when law enforcement agencies use body-worn cameras. **Inexpedient to Legislate.**

**HB 1494**, relative to the expectation of privacy in personal information. **Inexpedient to Legislate.**

**HB 1496**, relative to the expectation of privacy in personal materials. **Inexpedient to Legislate.**

**HB 1499-FN**, relative to certificates for rabies vaccination of dogs, cats, or ferrets. **Inexpedient to Legislate.**

**HB 1500**, relative to default budgets for the purpose of setting tax rates. **Inexpedient to Legislate.**

**HB 1502**, establishing a committee to study odor emissions from landfills. **Inexpedient to Legislate.**

*(House Floor Action — Continued from Page 11)*

**HB 1503**, relative to distributing campaign materials at the polling place. **Passed.**

**HB 1504-FN-LOCAL**, relative to the execution of a real estate tax lien on a primary residence. **Inexpedient to Legislate.**

**HB 1508**, allowing public libraries to run certain privacy software. **Passed with Amendment**

**HB 1510**, relative to the review of minutes of nonpublic sessions. **Inexpedient to Legislate.**

**HB 1511-FN-LOCAL**, relative to hours of polling. **Inexpedient to Legislate.**

**HB 1518**, relative to village district members of budget committees. **Inexpedient to Legislate.**

**HB 1521**, allowing voters to vote for multiple candidates for an office. **Inexpedient to Legislate.**

**HB 1523**, relative to government construction contracts. **Referred to Interim Study.**

**HB 1529-FN**, relative to reporting of felony convictions for voter checklist updates. **Passed with Amendment.**

**HB 1530-FN-LOCAL**, relative to mail-in voting. **Inexpedient to Legislate.**

**HB 1532**, permitting state or county prisoners to vote by absentee ballot. **Inexpedient to Legislate.**

**HB 1533**, relative to noise level limitations for permanent machinery. **Inexpedient to Legislate.**

**HB 1534**, relative to reports of death of voters. **Passed.**

**HB 1535-FN**, relative to liability for payment of criminal record background checks and drug tests. **Inexpedient to Legislate.**

**HB 1539-FN**, relative to procedures for resolving ties in legislative races. **Inexpedient to Legislate.**

**HB 1543-FN**, relative to prosecutorial misconduct. **Inexpedient to Legislate.**

**HB 1544-FN-A-LOCAL**, establishing a tax on revenues from natural gas transmission. **NHMA Policy. Inexpedient to Legislate.**

**HB 1546-FN**, permitting the audio recording of a public servant performing a public function. **Tabled.**

**HB 1549-FN**, requiring the department of safety to establish a database cataloging certain law enforcement activities. **Inexpedient to Legislate.**

**HB 1555-FN**, relative to the manner in which New Hampshire takes possession of land. **Inexpedient to Legislate.**

*(House Floor Action — Continued from Page 12)*

**HB 1559-FN**, relative to property taxes paid by education facilities leasing property. **Inexpedient to Legislate.**

**HB 1572-FN**, establishing a broadband deployment tax credit incentive program against the business profits tax and the business enterprise tax. **Referred to Interim Study.**

**HB 1578**, relative to the maintenance of private roads. **Inexpedient to Legislate.**

**HB 1596-FN-LOCAL**, changing the marriage license requirement to a requirement that couples obtain a certificate of notice of intent to marry and a certificate of marriage. **Inexpedient to Legislate.**

**HB 1603-FN**, requiring the registration of drug dealers. **Inexpedient to Legislate.**

**HB 1624-FN**, relative to electioneering by public employees. **Passed.**

**HB 1626-FN**, relative to drug take-back programs. **Passed with Amendment.**

**HB 1633-FN**, relative to the use of the Family and Medical Leave Act time as it applies to workers' compensation. **Passed with Amendment.**

**HB 1642-FN-LOCAL**, relative to persons executing election affidavits. **Inexpedient to Legislate.**

**HB 1649-FN**, relative to state inspection of new motor vehicles. **Inexpedient to Legislate.**

**HB 1654-FN**, relative to flying drones near correctional facilities. **Passed with Amendment.**

**HB 1657-FN**, prohibiting firearms in certain public places. **Inexpedient to Legislate.**

**HB 1660-FN-LOCAL**, relative to eminent domain for gas pipelines and relative to assessment of the land use change tax for eminent domain takings for energy infrastructure. **Passed with Amendment.**

**HB 1678-FN**, relative to the information statement contained on a property tax bill. **Inexpedient to Legislate.**

**HB 1679-FN**, relative to electioneering by a public official. **Inexpedient to Legislate.**

**HB 1682-FN**, relative to electioneering by public servants and relative to warrant articles. **Inexpedient to Legislate.**

**HB 1686-FN**, repealing the community heritage investment program. **NHMA Policy. Inexpedient to Legislate.**

**HB 1687-LOCAL**, relative to governmental liability for personal injury on playground structures. **Inexpedient to Legislate.**

**HB 1688-FN-LOCAL**, relative to governmental liability for negligence claims. **Inexpedient to Legislate.**

*(House Floor Action — Continued from Page 13)*

**HB 1689**, relative to operator requirements under the meals and rooms tax. **Passed.**

**HB 1690-FN**, extending the New Hampshire health protection program. **Inexpedient to Legislate.**

**HB 1696-FN**, requesting a modification of the New Hampshire health protection program. **Passed with Amendment.**

**HB 1697-FN**, relative to the operation and insurance of transportation network companies. **Passed with Amendment.**

**HB 2016**, relative to the state 10-year transportation improvement program. **Passed with Amendment.**

**SB 380**, establishing the drinking water and groundwater trust fund and establishing the New Hampshire drinking water and groundwater advisory commission. **Passed with Amendment.**

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**SENATE FLOOR ACTION**

Thursday, March 10, 2016

**SB 346-FN-L**, relative to hours of polling. **Tabled.**

**SB 348**, allowing municipalities to adopt a property tax exemption for certain disabled veterans. **Tabled.**

**HB 359**, allowing all municipalities to adopt the property tax exemption to foster commercial and industrial construction. **Inexpedient to Legislate.**

**SB 433**, relative to exclusions from seasonal highway weight limit regulation. **Passed.**

**SB 446**, relative to requirements of the state building code. **Passed.**

**SB 507-FN**, authorizing online voter registration. **Passed with Amendment.**

**SB 509-FN**, relative to voter registration forms and relative to voter identity verification. **Passed with Amendment.**

**SB 531-FN**, extending the New Hampshire health protection act. **Tabled.**

**SB 538**, relative to children taken into custody under the child protection act and relative to the commission to review child abuse fatalities. **Passed.**

**SB 550-FN**, relative to the maximum gross weight for dump trailers. **Passed with Amendment.**

## **NHMA Workshops**

### **2016 Local Officials Workshops**

Workshops for seasoned and new municipal officials and employees of member municipalities.

#### **AGENDA**

9:00 a.m. – 4:00 p.m.

Continental breakfast and lunch will be provided.

#### **DATES & LOCATIONS**

**Saturday, April 9:** Jaffrey Civic Center, 40 Main Street, Jaffrey

**Wednesday, April 13:** Grantham Town Hall, 300 Route 10 South, Grantham

\*Sponsored by Primex3

**Wednesday, April 27:** Hudson Community Center, 12 Lions Ave., Hudson

**Thursday, May 19:** McIntyre Building, Auditorium, 16 Highland Street, Whitefield

**Wednesday, May 25:** Carroll County Complex, Delegation/Commissioner Conference Room, 95 Water Village Rd., Ossipee \*Sponsored by Primex3

**Saturday, June 4:** 25 Triangle Park Drive, Concord

For more information please access our website: [www.nhmunicipal.org](http://www.nhmunicipal.org) and scroll down on the left to **CAL  
ENDAR OF EVENTS** and Click *View the Full Calendar*.

Contact us by phone at 1-800-852-3358 x3350 or email us at [NHMAregistrations@nhmunicipal.org](mailto:NHMAregistrations@nhmunicipal.org)

#### **NHMA Webinar**

**March 30, 2016**

**Half-Time: A Mid-Session Legislative Update**

Time: 12:00—1:00 p.m.

Click [here](#) to register by noon on March 29, 2016.

Join Government Affairs Counsel Cordell Johnston and Government Finance Advisor Barbara Reid for a look at the status of legislation affecting municipalities after "Crossover." Crossover is the date (March 24 this year) by which a bill must pass either the House or the Senate in order to "cross over" to the other chamber for consideration.

This webinar will discuss the prospects for bills still alive at the State House, and offer a postmortem on a few that have been killed. The discussion will include, among others, local option fees, the Right-to-Know law, the retirement system, highway funding, planning and zoning issues, assessing, municipal tort liability, and other legal matters.