

Select Board Meeting
Monday, July 18th, 2022, 6:30 p.m.
Nowak Room, Town Offices
10 Front Street, Exeter NH 03833

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

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

To access the meeting via Zoom, click this link: <https://exeternh.zoom.us/j/88181359644>

To access the meeting via telephone, call +1 646 558 8656 and enter Webinar ID 881 8135 9644

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

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

More access instruction found here: <https://www.exeternh.gov/townmanager/virtual-town-meetings>

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

AGENDA

1. Call Meeting to Order
2. Non Public Session – RSA 91:3 2 a
3. Board Interviews – Zoning Board of Adjustment; Planning Board
4. Police Officer Swearing In – Carlos Garcia
5. Public Comment
6. Proclamations/Recognitions
 - a. Proclamations/Recognitions
7. Approval of Minutes
 - a. Regular Meeting: June 27th, 2022
8. Appointments
9. Discussion/Action Items
 - a. Sewer Lateral Program – Public Works – Paul Vlasich, Town Engineer
 - b. Sidewalk Construction Funding Request, Demolition of 149 Kingston Road Garage – Jennifer Perry, DPW Director
 - c. Drought Update – Jennifer Perry, DPW Director
 - d. Community Power Aggregation Committee Plan Amendments – Lew Hitzrot, Community Power Aggregation Committee
 - e. CDBG Public Hearing: 10 Hampton Road – Greg Bisson, Parks/Recreation Director and Donna Lane, CDBG Grant Administrator
 - f. Park Street Common Playground Update – Greg Bisson, Parks/Recreation Director

- g. Emergency Management Performance Grant Acceptance – Eric Wilking, Fire Chief
 - h. Welfare Quarterly Report – Pam McElroy, Welfare Administrator
 - i. Select Board 2022 Goals Report – Select Board
10. Regular Business
- a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report
 - d. Select Board Committee Reports
 - e. Correspondence
11. Review Board Calendar
12. Non-Public Session
13. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted: 7/15/22 Town Office, Town Website

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice.

AGENDA SUBJECT TO CHANGE



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

Interview:
6:40 pm 7/18/22

Statement of Interest Boards and Committee Membership

Committee Selection: PLANNING BOARD

New Re-Appointment Regular Alternate

Name: DANIEL W. CHARTRAND Email: dchartva@rcn.com

Address: 63 JADY HILL AVE. / EXETER 03833 Phone: 603/583-1551

Registered Voter: Yes No

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

NIKO P. + NANCY B. ASKED ME TO DO THIS -
IN ADDITION TO OWNING THEM BOTH MY SERVICE
IN RETURN FOR THEIR SERVICE ON THE SELECT BOARD,
I AM VERY INTERESTED IN SEEING THE MASTER
PLAN BECOME CENTRAL TO MOST PLANNING BOARD
DELIBERATIONS.

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

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: Daniel W. Chartand Date: 7/7/22

To be completed by Select Board upon appointment:

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



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

Interview w/ SB
Monday, July 18, 2022
6:50 pm

Statement of Interest
Boards and Committee Membership

Committee Selection: ZBA

New Re-Appointment Regular Alternate

Name: Joanne Petito Email: joanne.petito@gmail.com

Address: 7 Marilyn Ave Exeter Phone: 603-303-7562

Registered Voter: Yes No

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

I have previously served on the ZBA, my last appointment ended in the spring of last year. I would like to continue serving the town as a ZBA member. I am familiar with the zoning ordinance and applicable considerations

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

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: Joanne T. Petito Date: 6/29/22

To be completed by Select Board upon appointment:

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

Proclamations/Recognitions



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

July 13, 2022

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

Re: Exeter Public Works Employee of the Quarter for Summer 2021

Dear Select Board members:

It is our pleasure to inform you that Wayne Almon, Highway Heavy Equipment Operator, has been awarded the Employee of the Quarter for Summer 2021.

Nominations said that Wayne earned this recognition for the following reasons.

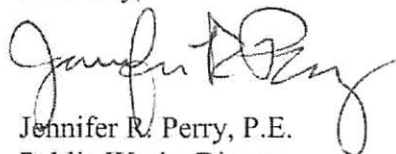
Wayne has been helping the Maintenance Team with winter operations set up. He is always aware of equipment needs and lets it be known if things need attention. This helps keep the fleet running top notch so the team can keep rolling safely & efficiently.

During the 17 years Wayne has been employed with the Public Works Department, he has received the Employee of the Quarter award two other times, in Spring 2013 and Winter 2017. Wayne is an experienced and knowledgeable heavy equipment operator. He is dedicated and very reliable. He is also gifted with a great sense of humor.

The Employee of the Quarter Program was created 23 years ago, in 1999, to recognize outstanding performance and dedication to the Exeter Public Works Department and Exeter community. This honor is awarded to an individual for special achievements to advance the mission of the Department while aligned with the Department's core values of Teamwork, Integrity and Safety. Nominations can be made by any Town employee or citizen, and the selection is made by the Employee of the Quarter Committee.

On behalf of the Exeter Public Works Department, we are pleased to notify you of the extra effort and commitment that Wayne has demonstrated to warrant this recognition.

Sincerely,



Jennifer R. Perry, P.E.
Public Works Director



Harry H. Lindsay, III, Chairman
Employee of the Quarter Committee

cc: Human Resources, personnel file



Exeter Public Works Employee of the Quarter (EOQ) Summer 2021 recipient Wayne Almon (middle), Highway Heavy Equipment Operator, receiving award from Harry Lindsay (right), Mechanic Foreman and EOQ Committee Chairman, and Jennifer Perry (left), Public Works Director



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July 13, 2022

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

Re: Exeter Public Works Employee of the 2021 Fall Quarter

Dear Select Board members:

It is our pleasure to inform you that Larry Pond, Water/Sewer Maintenance Technician, has been awarded the Employee of the 2021 Fall Quarter.

Nominations said that Larry earned this recognition for the following reasons.

For his teamwork efforts to assist with the Holiday Lighting in downtown Exeter in early December. Larry arrived at the Town Hall with a pad and paper ready for a list of projects. Beth Dupell, Exeter Holiday Parade Head Elf, proceeded to explain to Larry all the projects she needed done by Friday and it was on a Wednesday. Larry was able to get it all done with help from Chris Eaton. Maintenance team staff members were out sick and Larry stepped in to help.

This is not the first time Larry has been the recipient of the Employee of the Quarter award. He received the award in Spring 2019 and Winter 2020. This reflects the high regard his coworkers and the Public Works Department hold for him. He is a dedicated professional and a master electrician. He is a hard worker and generous sharing his expertise.

The Employee of the Quarter Program was created 23 years ago, in 1999, to recognize outstanding performance and dedication to the Exeter Public Works Department and Exeter community. This honor is awarded to an individual for special achievements to advance the mission of the Department while aligned with the Department's core values of Teamwork, Integrity and Safety. Nominations can be made by any Town employee or citizen, and the selection is made by the Employee of the Quarter Committee.

On behalf of the Exeter Public Works Department, we are pleased to notify you of the extra effort and commitment that Scott has demonstrated to warrant this recognition.

Sincerely,

Jennifer R. Perry, P.E.
Public Works Director

Harry H. Lindsay, III, Chairman
Employee of the Quarter Committee

cc: Human Resources, personnel file



Exeter Public Works Employee of the Quarter (EOQ) Fall 2021 recipient Larry Pond (right), Water/Sewer Maintenance Technician, receiving award from Harry Lindsay (left), Mechanic Foreman and EOQ Committee Chairman



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July 13, 2022

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

Re: Exeter Public Works Employee of the 2022 Winter Quarter

Dear Select Board members:

It is our pleasure to inform you that Dan Morrow, Highway Foreman, has been awarded the Employee of the 2022 Winter Quarter.

Nominations said that Dan earned this recognition for the following reasons.

When the highway general foreman left to take another job, Dan stepped up to take the lead in working directly with the Highway Superintendent and assumed a lot more responsibility. For several months, Exeter had many snow and ice events including Christmas Day where a small crew worked 23 hours straight. Dan is a proven leader, always finding a way to get the job done keeping the citizens of Exeter safe.

During his 18 years employed with the Public Works Department, Dan previously received the Employee of the Quarter award in the 2015 Winter Quarter. Dan is a dedicated first responder who takes his responsibilities seriously, but also makes good use of humor to lighten the day.

The Employee of the Quarter Program was created 23 years ago, in 1999, to recognize outstanding performance and dedication to the Exeter Public Works Department and Exeter community. This honor is awarded to an individual for special achievements to advance the mission of the Department while aligned with the Department's core values of Teamwork, Integrity and Safety. Nominations can be made by any Town employee or citizen, and the selection is made by the Employee of the Quarter Committee.

On behalf of the Exeter Public Works Department, we are pleased to notify you of the extra effort and commitment that Scott has demonstrated to warrant this recognition.

Sincerely,

Jennifer R. Perry, P.E.
Public Works Director

Harry H. Lindsay, III, Chairman
Employee of the Quarter Committee

cc: Human Resources, personnel file



Exeter Public Works Employee of the Quarter (EOQ) Winter 2022 recipient Dan Morrow (right), Highway Foreman, receiving award from Harry Lindsay (left), Mechanic Foreman and EOQ Committee Chairman



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July 13, 2022

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

Re: Exeter Public Works Employee of the 2022 Spring Quarter

Dear Select Board members:

It is our pleasure to inform you that Scott Butler, Highway Heavy Equipment Operator, has been awarded the Employee of the 2022 Spring Quarter.

Nominations said that Scott earned this recognition for the following reasons.

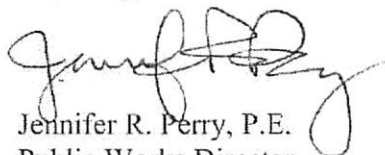
Scott has displayed teamwork by volunteering to help the water/sewer department during water main flushing season. Scott has continued assisting the water/sewer department since April keeping sewer problem areas cleaned, marking out water and sewer utility locations, and cleaning pump stations. The department appreciates all of his help.

Scott has held several positions within the Public Works Department since his joining the Town in 1988, including laborer, heavy truck driver, wastewater treatment plant operator, senior operator and highway heavy equipment operator. Scott's diverse work experience and his willingness to assist in many aspects of the Department's operations make him a valued member of the team. His 34 years of service exemplifies his dedication to the Town of Exeter.

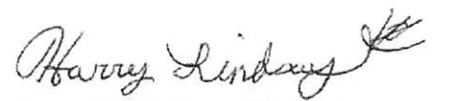
The Employee of the Quarter Program was created 23 years ago, in 1999, to recognize outstanding performance and dedication to the Exeter Public Works Department and Exeter community. This honor is awarded to an individual for special achievements to advance the mission of the Department while aligned with the Department's core values of Teamwork, Integrity and Safety. Nominations can be made by any Town employee or citizen, and the selection is made by the Employee of the Quarter Committee.

On behalf of the Exeter Public Works Department, we are pleased to notify you of the extra effort and commitment that Scott has demonstrated to warrant this recognition.

Sincerely,



Jennifer R. Perry, P.E.
Public Works Director



Harry H. Lindsay, III, Chairman
Employee of the Quarter Committee

cc: Human Resources, personnel file



Exeter Public Works Employee of the Quarter (EOQ) Spring 2022 recipient Scott Butler (left), Highway Heavy Equipment Operator, receiving award from Matthew Berube (right), Water/Sewer Manager and EOQ Committee representative

Minutes

Select Board Meeting
Monday June 27, 2022
6:40 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Niko Papakonstantis, Nancy Belanger, Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were present at this meeting.

Members Absent: Lovey Roundtree Oliff

The meeting was called to order by Mr. Papakonstantis at 6:40 PM.

2. Non-Public Session

MOTION: Ms. Cowan moved to enter into non-public session under RSA 91-A:3II(a). Ms. Belanger seconded. The motion passed 4-0 and the meeting entered non-public at 6:42 PM.

3. Board Interviews

- a. David Mirsky for the Zoning Board of Adjustment

The meeting reconvened at 6:57 PM.

4. Public Comment

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

5. Proclamations/Recognitions

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

6. Approval of Minutes

- a. Regular Meeting: June 13, 2022

MOTION: Ms. Belanger moved to approve the Select Board minutes from June 13, 2022 as presented. Ms. Gilman seconded. The motion passed 4-0.

7. Appointments

MOTION: Ms. Belanger moved to appoint David Mirsky as an alternate to the Zoning Board of Adjustment, term to expire April 2025. Ms. Cowan seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to appoint Kristen Murphy as Exeter's representative on the COAST Board of Directors as recommended by the Town Manager and Town Planner. Ms. Belanger seconded. The motion passed 4-0.

8. Discussion/Action Items

- a. Quarterly Financial Report - Q4 2021

New Finance Director Corey Stevens gave the financial update for 2021.

In the General Fund, the 2021 unassigned fund balance was \$1.855 M, vs the 2020 balance \$2.23M. For the budget vs actual, revenues were at \$20.58M actual vs a \$20.17M budget, revenues were \$411,000 overbudget [we made more than anticipated in the budget] and expenditures were \$1.44M underbudget. Positions open in 2021 lead to wages, tax and benefits being underbudget.

Major components of General Fund revenue were property taxes, at \$52.9M; we assessed \$52.9M and paid \$41.5M to the schools and county, and retained \$12.4M for general operations. There was a 97.2% collection rate as of 12/31/21. Motor vehicles was \$145,000 above estimates; building permits were \$38,500 over estimate, which was a rebound over 2020, and more in line with 2019. Meals & Rooms Tax was \$1.126M in 2021, which was \$347,000 over 2020. In 2021, the State increased the portion of the Meals and Rooms tax distributed back to local governments.

Income from Departments was \$101,000 over estimate, partly due to an insurance premium return of \$114,000 and blue bag sales being over estimates. This was offset by a Fire Department revenue which was underbudget by \$35,000, due to lost revenue on the discontinued master box alarms, and a Planning revenue which was under by \$11,000. Transfer of funds were in excess of budget by \$87,000. The EMS revolving fund contributed \$221,000; 95% of EMS fund balance is moved into the General Fund. Trustees of the Trust Funds moved in \$54,000 related to sick leave trusts and retirements.

Mr. Papakonstantis said property taxes were at 96.5% collected in 2020 and 97.2% in 2021, is that in line with normal? Mr. Dean said yes, right in line. Collections were strong despite the pandemic.

Mr. Stevens mentioned that at the end of the year, the Select Board votes on how much to use from fund balance, and the budget broke that out separately starting in 2021.

In expenditures, the General Fund was \$18.7M spent, or 93% spent against a budget of \$20.17M. There were notable expenditure savings in Police, Fire, and Public Works related to positions going unfilled. The General Government budget was \$2,000 under budget HR was \$15,500 underbudget due to wages and benefits changes from reorganization. Legal was overspent by \$12,000, which can be caused by unexpected events. Finance was 97% spent, or \$25,000 underspent. IT wages and benefits were underspent by \$29,000 due to hiring in 2021. Contract services were underspent by \$8,500, which was offset by overspending in Internet Services and Network Supplies. Planning and Building were 88% spent, with a surplus of \$67,000. In Planning, part time wages were underspent by \$18,700, since the part time person worked fewer hours than budgeted. The Studies line was underspent, due to the timing of spending on a re-zoning study that happened in 2022. In Inspections, a vacant Electrical Inspector position led to a savings of \$39,000. Doug Eastman has been filling in on this work. Economic development was slightly underbudget.

The Police Department also felt the impact of staffing shortages, and spent \$3.5M for 2021 against a \$3.8M budget, or 93% spent. Fire was also underspent, mostly due to wages, with \$3.7M expenditures vs 3.9M budget, or 95% spent. Public Works was \$4.84M spent or 87% of budget, with \$716,000 underspent, mostly due to open positions. The timing of paving projects resulted in an underspend of \$33,000. Tree maintenance was underspent by \$11,000. Snow Removal spent \$250,000 or 83% of the budget; this line is always unpredictable. Solid Waste spent \$1.17M or 85% of the budget. Collections were at \$933,000 for the year. Recycling costs dropped, which contributed to the savings. Maintenance was \$558,000 spent, or \$81,000 underspent, due to open positions including an HVAC tech. This was offset by cleaning contract services, which was overspent by \$18,000, due to Covid-related work. Mechanics/Garage spent \$185,000 or 68% of budget, with one open position.

Welfare was \$96,000 spent, which was \$22,000 overbudget, or 131% spent. The town, along with local charities, provides help with residents needing assistance. There was an increased demand for rental assistance in 2021 due to a shortage of shelters and the end of the moratorium on evictions in summer 2021. The town uses hotel stays when shelters are not available.

Parks and Rec had a spending of \$559,000, or 96% of the budget. There was a \$25,000 savings in wages due to challenges with hiring. They made greater use of contracted services. Supply lines were overbudget by \$6,000.

Debt Service increased by \$317,000 over 2020. We had the onset of repayment of the Library project at \$417,000, offset by reductions in interest BAN and year over year interest declines of about \$100,000. Capital Outlay was underspent by \$104,000, related to a delay in purchasing two new cruisers for Police Department, but this amount was encumbered at year end.

Mr. Papakonstantis asked Mr. Dean why we underspent on Human Services when we overspent on Welfare Assistance. There were organizations that could have used the funding. Mr. Dean said the actual Human Services expense was \$101,000 or 95% of the budget, but he's not sure why that's not 100%. Sometimes the organizations don't bill us, perhaps that's the issue. That's a set amount reviewed by the Human Services Funding Committee. Ms. Belanger said the Select Board was going to get a report on Welfare and Human Services, can we put that on the agenda soon? Mr. Dean said yes, we can give a year to date report at a future meeting.

Mr. Stevens continued with the budget report. There was a Water Fund net income of \$325,000, vs \$670,000 in 2020. The 2020 number saw the impact of appropriations from the warrant of \$200,000; that contributed to revenue, but was not spent. There were no appropriations in 2021 but we're now spending the 2020 appropriations. Water Fund revenues were at \$3.93M in 2021, or 97% of budget; this was a 3% increase over 2020. Water consumption was at 95% of budget, \$103,000 over the 2020 budget. In July 2021, there was an 11.2% increase in rates. Water Service was \$631,000 collected, an increase of \$22,000 over 2020. There was an increased fee of \$1 per meter implemented in July

2021. Water Misc was up by \$22,000 over 2020, due to an insurance reimbursement. In Water expenses, the Water Administration budget was spent. Water Billing had \$171,000 in spending. It was \$11,000 overspent on software for implementing the Munilink billing software, which was offset by savings in part time wages and other expenses. Water Treatment was \$825,000 spent, or 100% of budget. Overtime wages were over estimates by \$23,000. Consulting and electricity were over by \$15,000. Capital outlay had a \$386,000 encumbrance at year end.

In the Sewer Fund, the net income was \$292,000, vs a 2020 net deficit of \$900,000. There was a Sewer rate increase in July 2021 of 19.8%, which raised revenues by \$480,000. Revenues were \$6.89M, which was 98% of budget. Sewer Usage charges were \$5.8m or 93% of budget, or \$405,000 under estimate. For Sewer Septage fees, \$242,000 was collected; this was a new line item in 2020. The NH State Aid grant for debt service for the Waste Water Treatment Plant was on hold in 2021, but will begin in December 2022. Sewer Expenses were at \$6.6M or 94% of budget, \$408,000 underspent. Sewer collections were 75% spent, with \$76,000 encumbered at year end. Two employees left in 2021 and the positions went unfilled. Sewer Treatment was \$1.255M spent, or 94% of budget. There was a reduction in debt service of \$739,000 over 2020 for the Wastewater Treatment Plant. Capital outlay was only 45% spent.

The CATV Revolving Fund operated within budget in 2021, with revenues higher than budgeted, but still runs at an overall net deficit. This deficit was \$12,000 for 2021. Franchise fees were at \$148,000, or 8% over the budget of \$137,000. In Cable Expenses, Wages Taxes and Benefits were \$118,000 or 93% spent. Part time wages were \$13,000 underbudget due to a lack of events and staff. General expenses were at \$42,000; these are costs associated with running the channels. We made one payment to echannel, but typically make two during the year, so it was underestimate by \$10,000. Capital outlay was under estimate. There was an unassigned fund balance of \$140,000 at the end of 2021.

The Recreation Revolving Fund had a net income of \$96,000; in 2020, it had a deficit of \$119,000. 2021 was a recovery year for the Rec Dept. It had \$509,000 in revenue. Program revenues were \$490,000, or 84% of budget, vs \$95,000 in 2020. Special events were at \$78,000 or 92% of the budget; we brought back the Powderkeg event in 2021. Program revenues were \$328,000. We did not run the swimming program in 2021, so there were no revenues in that line. Pool program revenues were at \$45,000, which was \$10,000 over budget. Mr. Papakonstantis mentioned that summer camp and swim lessons have resumed this year. Mr. Stevens said on the Recreation expense side, wages were at \$150,000 or 63% of budget. We didn't need as much coverage for programs as expected. General expenses were \$249,000 or 91% of the budget. Rec programming expenses were \$93,000. Software expenses were overbudget by \$11,000; we implemented a new software to assist with participant registration.

The EMS Revolving Fund had a net income of \$178,000, vs \$168,000 in 2020. 2021 was a rebound year for EMS; during Covid, calls dropped off and the revenue stream diminished. On the expense side, wages taxes and benefits were at \$172,000, or 85% of budget. Overtime was underbudget by \$22,000, and health and retirement were under by \$10,000.

Ms. Belanger asked about the increase in software in several departments. Mr. Stevens said there was new software or costs associated with software implementation. Ms. Belanger said she expects that the BRC process will examine it more closely. She asked how many vacancies we have now compared to 2021. Mr. Dean said he's not sure, but we've had better luck filling positions in the last few weeks. Some of this budget surplus will be returned when we set the tax rate.

b. Classification Plan Amendment - Assistant Engineer

Public Works Director Jennifer Perry said Public Works has 8 vacancies and 2 pending retirements, so the Department is in a tough place. We have been trying to fill an Assistant Engineer position since last year, with only a half dozen inquiries and only two serious candidates, and these candidates were concerned about the wage scale. Exeter is competing with three cities for Assistant Engineers: Dover is offering \$68,000-98,000, Rochester \$70,000-92,000, and Portsmouth \$75,000-\$91,000. It's clear that we need to increase this position from a grade 11 to a grade 12 to be more competitive. This is the same industry as Construction Engineers and Consulting Engineers, and those industries are also struggling. Without enough people, the work is becoming overwhelming. Funding opportunities and projects can't be pushed forward. A classification change would bring this position to \$68,700-94,700, which is more in line with our competition.

Mr. Papakonstantis said this is a chronic problem not just here but throughout the State. We need to be in a position where we can compete. Folks leaving for the private sector are getting higher-paying jobs. Shortages lead to overwork and potential for injuries.

MOTION: Ms. Belanger moved to reclassify the Assistant Engineering Position to a grade 12 with a minimum wage of \$68,711, an hourly rate of \$33.0340 per hour, with a maximum of \$94,719, an hourly rate of \$45.537, effective July 1, 2022. Ms. Gilman seconded. The motion passed 4-0.

c. Website & Social Media Update

Communications Coordinator Bob Glowacky discussed the upcoming website design update. Regarding the timeline, Jan - Feb was the design research and feedback phase; he had meetings with staff, the Communications Committee, and the website provider. In March - May, he did initial drafts and final designs; in June, he created a best practice document for the website, which was sent to all staff who work on the website. He's planning a July 7 launch of the new website design.

He presented a breakdown of social media accounts associated with the town: 19 Facebook pages, 6 Twitter accounts, 5 Instagram accounts, 1 YouTube account, all with a total of 27,801 followers (who may not be unique).

Mr. Papakonstantis asked if the 19 Facebook pages are all town pages. Mr. Glowacky said yes. Some departments have two or three; there's a Memorial Day Facebook page; two committees, Energy and Conservation, have their own pages; and there's one for ThinkBlue Exeter. Ms. Cowan asked about removing pages, and Mr. Glowacky said there are several options: we can abandon, unpublish, delete, or merge them.

The current Social Media Policy is from 2013. The Board discussed updating it in 2019 but tabled the matter. The only major change proposed at that time was the addition of how to handle committees, commissions and boards that want to have their own accounts. In these cases, the Select Board would have to approve, and town staff would be the ones posting, not the committee members themselves. We've been informally operating this way. That said, we haven't had new pages since the Energy Committee. Mr. Dean mentioned that Right to Know issues impact Committees differently from Town staff.

Mr. Glowacky said he thinks we should add the information about committees to the policy, and use the language "Facebook page or any similar page" or "social media accounts" to make it apply more broadly. Two to four committee pages would be affected: the Energy Committee page, which is posted on by committee members; the Conservation Commission page, which is posted on by Kristen Murphy; the Exeter Memorial Day Parade page, which appears defunct; and the Exeter Holiday Parade page. Ms. Gilman said the latter two are not town committees.

Mr. Glowacky said that the social media policy update doesn't need to hinder the website launch. The current website already has a list of all social media accounts. There's nothing new for the new website, except that the new homepage will show links to the town's Facebook page, Twitter account, and EXTV's YouTube page.

Mr. Dean said the current social media policy has served us well. We could add the extra suggestion, but it may be that simpler is better. A sample policy from NHMA seemed like overkill. We haven't had any social media problems. Attorneys will say that social media pages should have a sustainable purpose. We're diligent about leaving comments up unless they're inflammatory or hate speech.

Mr. Papakonstantis said he thinks we should add the information about committees. He's not sure why this was tabled three years ago. He thinks Mr. Glowacky should go forward with the new website because nothing's changing about social media, but the Board would like to see the Communications Committee and Mr. Glowacky come back with recommendations for the policy. Mr. Glowacky said he's already pulled together a lot of information on things such as Federal requirements. The policy from 2013 is good, other than the Committee pages question from 2019.

Mr. Papakonstantis recalled that in 2019, this policy amendment came up because the Sustainability Committee wanted to create a town Facebook page using the town seal, and the matter was tabled pending the discussion about the Sustainability Coordinator position.

Mr. Glowacky said he's working to post more consistently and use content from the town website. He'll research and develop best practices and social media policy with the Communications Advisory Committee working group.

Mr. Papakonstantis asked if the Board is ok with the July 7 launch and then having Mr. Glowacky come back with recommendations for the Board, and they generally agreed. Ms. Cowan said she agrees that the social media policy is not connected to the new website.

Mr. Glowacky gave examples of his recent work as a Communications Coordinator. Mr. Papakonstantis asked Mr. Glowacky if he could use a consultant like the one posting social media updates for Police and Fire. Mr. Glowacky said he feels he can already handle updates from this building, but some Departments with a lot of volume may find that helpful. Mr. Dean said we need to evaluate that, perhaps at a Department Head meeting, to look at what kind of return on investment we would get and how much of a priority this is.

Ms. Belanger asked about RSA 91-A considerations. Mr. Dean said when a staff member posts on a Facebook page, they're creating a record; when a committee member posts, does their post represent a consensus? If multiple members post, is that a meeting? It gets into the Right to Know Law. Town staff doesn't have the same limitation.

d. ARPA Funds Request - Mapping/GIS

Technology Directory Andy Swanson said we're using two mapping systems, Cartographics and Maps Online. Maps Online uses the same data as Cartographics, but is easier for the public to use. We need to update the data in Maps Online, but need a way to convert it over. At first we made changes manually, but there are just too many and they reset each year. People GIS/Maps Online will fix the database and resolve the reset issue in following years, at a cost of \$4,800, but no Department wants to pay for this. We can use ARPA funds for this project. Maps Online is currently about 98% accurate, but there are errors.

Mr. Dean said he recommends we do this. It's a fix with a big ROI.

MOTION: Ms. Belanger moved to expend up to \$4,800 from the ARPA funds to engage with People GIS/Maps Online in updating the town's mapping systems. Ms. Cowan seconded. The motion passed 4-0.

e. ARPA/SRF Grant Acceptances: Webster Ave Pump Station, Squamscott River Sewer Siphons, Pickpocket Dam, Westside Drive

Assistant Town Manager Melissa Roy said the town qualified for quite a few grants. This is the process of approving them and giving Mr. Dean the approval to sign the paperwork.

The Webster Ave motion has an updated figure of \$3,255,000, not \$2,929,500, because the State of NH requires that the Governing Body approve the entire cost of the project.

MOTION: Ms. Belanger moved to enter into and approve a loan agreement with the NH Department of Environmental Services in the amount of \$3,255,000 to the Town of Exeter and to authorize the Town Manager, Mr. Russell Dean, to sign the paperwork associated with such agreement on behalf of the Town for the Webster Ave Pump Station and Forcemain project. Ms. Gilman seconded. The motion passed 4-0.

MOTION: Ms. Belanger moved to accept a State ARPA Grant from the NH Department of Environmental Services in the amount of \$1,395,000 to the Town of Exeter and to authorize the Town Manager, Mr. Russell Dean, to sign the paperwork associated with such agreement on behalf of the Town for the Webster Ave Pump Station and Forcemain project. Ms. Gilman seconded. The motion passed 4-0.

Ms. Roy said regarding the Squamscott River Sewer Siphons, we're expecting to receive a \$180,000 State ARPA Grant and we'll be using \$420,000 of local ARPA funds, which is the gap in funding for the final project.

MOTION: Ms. Belanger moved to accept a State ARPA grant from the NH Department of Environmental Services in the amount of \$180,000 to the Town of Exeter and to authorize the Town Manager, Mr. Russell Dean, to sign any paperwork associated with such agreement on behalf of the Town for the Squamscott River Sewer Siphons Project. Ms. Gilman seconded. The motion passed 4-0.

MOTION: Ms. Belanger moved to approve the use of local ARPA funds in the amount of \$420,000 to fund the balance of the Squamscott River Sewer Siphons project cost and to authorize the Town Manager, Mr. Russell Dean, to sign any paperwork associated with such usage on behalf of the Town. Ms. Gilman seconded. The motion passed 4-0.

Ms. Roy said the Pickpocket Dam Reconstruction/Removal project is \$373,385, but \$42,000 of that was encumbered previously. We got \$100,000 from the State and \$40,000 from a Coastal Resiliency Grant. We need to approve up to \$185,000 of local ARPA money.

MOTION: Ms. Belanger moved to accept a State ARPA grant from the NH Department of Environmental Services in the amount of \$100,000 to the Town of Exeter and to authorize the Town Manager, Mr. Russell Dean, to sign the paperwork associated with such agreement on behalf of the Town for the Pickpocket Dam Reconstruction/Removal project. Ms. Gilman seconded. The motion passed 4-0.

MOTION: Ms. Belanger moved to accept a Coastal Resiliency Grant from the NH Department of Environmental Services in the amount of \$40,000 to the Town of Exeter and to authorize the Town Manager, Mr. Russell Dean, to sign the paperwork associated with such agreement on

behalf of the Town for the Pickpocket Dam Reconstruction/Removal project. Ms. Gilman seconded. The motion passed 4-0.

MOTION: Ms. Belanger moved to approve the use of local ARPA funds in the amount of \$185,000 to fund the balance of the \$373,385 Pickpocket Dam Reconstruction/Removal project cost and to authorize the Town Manager, Mr. Russell Dean, to sign any paperwork associated with such usage on behalf of the Town. Ms. Gilman seconded. The motion passed 4-0.

Ms. Roy said the motion for Westside Drive should be for \$231,350, since the loan forgiveness amount is included in the total cost.

MOTION: Ms. Belanger moved to enter into and approve a loan agreement with the NH Department of Environmental Services in the amount of \$231,500 to the Town of Exeter and to authorize the Town Manager, Mr. Russell Dean, to sign the paperwork associated with such agreement on behalf of the Town for the Westside Drive Project Design. Ms. Gilman seconded. The motion passed 4-0.

MOTION: Ms. Belanger moved to accept a State ARPA grant from the NH Department of Environmental Services in the amount of \$99,215 to the Town of Exeter and to authorize the Town Manager, Mr. Russell Dean, to sign the paperwork associated with such agreement on behalf of the Town for the Westside Drive Project Design. Ms. Gilman seconded. The motion passed 4-0.

f. Congressional Direct Spending Update

Ms. Roy said for the Congressional Direct Spending of FY 22, we haven't yet received the funding for our three projects, but we put in an application with the Department of Justice for body worn cameras and are waiting on Squamscott River Siphons and the Forcemain at Webster Ave. For FY 23, we applied for one project with Congressman Pappas and two with Senator Shaheen. Two projects were picked through Senator Shaheen's office, new radios for the Police Department and a new HVAC system and steam boiler at 10 Hampton Road. Ms. Gilman asked if the Police Chief got a grant for body-worn cameras and the State also offered money, and Ms. Roy said yes but he called the State and gave the money back.

g. ADA Report Update

Mr. Dean said we had 2020 funds to do an ADA Evaluation and Transition Plan, which is needed to meet the Federal requirement.

Mr. Sharples said an ADA Evaluation and Transition Plan is needed for some grants. We hired a Disability Access Consultant to evaluate public spaces for ADA compliance and create a plan on how to transition from the situation now to meeting ADA requirements. The law doesn't require implementation of this plan. They looked at all town facilities as well as Downtown and Water Street, and provided us with DakTrak software with the information included. The Facilities Advisory Committee has looked at how we go about implementing

recommendations, along with Doug Eastman and Jeff Beck. The Facilities Advisory Committee would like to see some of these projects incorporated into this year's budget for DPW Maintenance.

Mr. Papakonstantis said he was stunned by the number of recommendations in the report. It's overwhelming, but it's the right thing to do for our citizens to take steps forward. He doesn't want to see anything stall in a committee, he'd like to see recommendations for the budget from DPW.

Ms. Gilman said a lot of the recommendations are about communication, so we should share this with the Communications Committee as well.

Mr. Dean said we can establish a capital reserve fund for ADA. Mr. Papakonstantis said he'd like to hear more about this option.

Mr. Papakonstantis invited public comment.

Amanda Kelly of 24 Prospect Street thanked the Select Board for taking up this issue. She's personally invested in this project and she's looking forward to seeing it continue.

Ms. Gilman asked if the Town Offices' front ramp is compliant. Mr. Sharples said he doesn't remember seeing it in the report, but he can look into it.

h. Parking Issues

Mr. Dean said lately a few issues have arisen related to parking and traffic. There was a request made, as a result of the approval of the First Baptist Church condo project on 43 Front Street, for expanding overnight winter parking spots. The DPW reviewed the request, and determined that there could be additional spots added: 14 at the Center Street lot and 4 at the Boathouse lot.

Ms. Belanger said right now, there are 79 total winter spaces. There are 2 new projects with 19 new condo units and zero parking. No one seems to have the numbers on what our current residents use. What are people supposed to do if they don't have a spot? Would we use permits for overnight parking? Mr. Dean said the best we can do right now is to give these additional spaces through the DPW. We don't have data on how many people park overnight, and he's not sure how we'd get it without hiring a consultant to sit there at night. We can add up to 18 spots now and talk about different options. The only decal program currently is with residents of Chestnut Street, which allows them to park on the street during wintertime. Ms. Belanger said expanding the permitting would give us answers about the demand.

Mr. Sharples said he believes winter parking needs to be managed. These developments make sense from a planning perspective. We've had in the CIP for several years a pedestrian, traffic, and flow analysis for the downtown. This would look at parking holistically and how to manage it. He [Mr. Sharples] believes we have enough spaces downtown, we just have to manage it properly.

Ms. Belanger said she's concerned about this winter with 19 new condos. Mr. Sharples said he doesn't know when those units are going to be complete. We'll have to wait for the winter to get the data, but he hasn't heard of it being an issue. Mr. Dean added that the town is not towing.

Ms. Belanger asked if the Board thought adding 18 spaces is enough. Ms. Gilman said this winter is a good time for us to see. We could do the permitting piece and then, if we could get the study passed, we'll already have the data. Mr. Papakonstantis said the 18 spots is sort of a knee-jerk reaction. We should get the data. Ms. Belanger said we don't want people to get towed. Mr. Papakonstantis said it could be a Planning Board work session. Mr. Sharples said the Chair of the ZBA, Mr. Baum, said he'd be interested in looking at it in September.

Mr. Dean said his Assistant Pam McElroy manages the permitting process for Chestnut Street. We give out 12 permits to the first comers, and maybe one or two people have been denied. He will give more information on that process at the next meeting.

Mr. Dean said regarding the route request from Buxton Water, the Police Department had no issue with it. We can consider that to be a local delivery type of situation. He couldn't find a reason to say no to them going through Railroad to Main Street. The Board generally agreed.

Front Street was brought up as an issue by one business owner from Art on Front Street. The Police Department can get a speed trailer out there and put up a sign with speed clocking. Some things requested in the business owner's letter are based on Lincoln Street, but that would be a longer conversation based on the Master Plan. The cost could be millions of dollars. The Lincoln Street was \$1.8M. The Board would like to discuss this further at the July 18 meeting. Ms. Belanger agreed that Front Street has issues with speeding and people going around people taking turns.

9. Regular Business

a. Permits & Approvals

Mr. Sharples requested a Select Board vote to accept the TAP sidewalk project as required to close out the project with NH DOT. The project is ready to be closed. The final walkthrough was Oct 21, 2021 and a few minor issues were noticed, but those items have now been completed. We will receive final reimbursement when the close-out documents are completed. He finds that the project has been completed in accordance with the agreement. The contractor, NE Earth Mechanics, and Steven Haas of Hoyle Tanner, the independent Contract Engineer we hired to oversee the project, have also signed off on the project.

Mr. Sharples mentioned that the Kingston Road project is also moving forward.

MOTION: Ms. Belanger moved to accept the Transportation Alternatives Program sidewalk project as constructed and authorize the Town Manager to sign the Certificate of Final Completion of Work on our behalf. Ms. Gilman seconded. The motion passed 4-0.

b. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve a Timber Tax for 51/17 in the amount of \$297.14. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to deny a tax abatement for 65/113 for the tax year 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to deny a tax abatement for 70/87 for the tax year 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to deny a tax abatement for 70/78 for the tax year 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 95/64/214 in the amount of \$865.23 for 2015 and \$934.04 for 2016. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/229 in the amount of \$518.45 for 2017; for \$498.84 for the tax year 2018; \$747.32 for 2019; \$786.47 for 2020; and \$776.19 for 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/230 in the amount of \$646.72 for 2018; \$823.16 for 2019; \$883.89 for 2020; and \$854.81 for 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/419 in the amount of \$793.65 for 2020 and \$766.06 for 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/421 in the amount of \$699.33 for 2013; \$600.47 for 2014; \$560.73 for 2015; \$592.95 for 2016; \$571.29 for 2017; \$570.68 for 2018; \$854.82 for 2019; \$917.40 for 2020; and \$887.79 for 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/513 in the amount of \$782.15 for 2010; \$798.22 for 2011; \$815.83 for 2012; \$858.88 for 2013; \$602.51 for 2014; \$426.34 for 2015; \$462.65 for 2016; \$424.75 for 2017; \$420.98 for 2018; \$864.47 for 2019; \$912.79 for 2020; and \$900.46 for 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/524 in the amount of \$254.94 for 2016; \$418.88 for 2017; \$414.98 for 2018; \$883.72 for 2019; \$933.42 for 2020; and \$920.75 for 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/701 in the amount of \$657.49 for 2013; \$300.89 for 2014; \$289.04 for 2015; \$318.99 for 2016; \$298.78 for 2017; \$292.25 for 2018; \$681.13 for 2019; \$719.43 for 2020; and \$710.27 for 2021. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a Jeopardy Tax for 104/79/515 in the amount of \$70.83 for the tax year 2022. Ms. Belanger seconded. The motion passed 4-0.

MOTION: Ms. Gilman moved to approve a Veteran's Credit for 70-135 in the amount of \$500 for the tax year 2022. Ms. Belanger seconded. The motion passed 4-0.

Mr. Dean said the Assessing Office made us aware of a case from 1997 where a mobile home park had taken a writ of possession on a mobile home; the town tried to take taxes and a court found that that could not happen. These abatements are instances where a park has taken a writ on these mobile homes and this clears the decks. There will be seven new mobile homes at the park that will be paying taxes.

Mr. Papakonstantis asked about the mileage recommendation from Finance Director Stevens. Mr. Dean said it's connected to the Federal recommendation of 62.5 cents.

There was a memo about the donation of an antique watering trough. Ms. Gilman asked that it be forwarded to the Heritage Commission.

Mr. Dean said we recently got the dog warrant, which we need to approve and sign. There are 292 dogs/owners on the list.

MOTION: Ms. Belanger moved to accept the 2022 dog warrant as presented by the Exeter Town Clerk. Ms. Gilman seconded. The motion passed 4-0.

c. Town Manager's Report

- i. Town Offices will be closed next Monday for July 4.
- ii. He attended an Arbor Day Celebration at Main Street School.
- iii. The Sustainability Committee has a survey about single-use plastics online.
- iv. CIP meetings are beginning this week.
- v. Regarding Swasey Parkway, our lead Town Counsel has been on vacation but coming back next week, so the Board should be able to get an update next week on the status.
- vi. The siphons project is in process. It has not been delayed. They're getting the permits, easements, and DES approval. There will be a pre-bid meeting July 20, and a bid opening and first construction meeting in August.
- vii. The Webster Ave project is continuing with a preliminary design and looking at the forcemain easement status.
- viii. Summer camp and teen adventure camp started June 21. 180 campers were enrolled in this session, and 179 for next session. The pool opened full time on June 21.
- ix. Tax Bills are due July 1. The first half tax collections are at 75%.
- x. Mr. Papakonstantis mentioned that he got a call from summer camp that looked like it was coming from British Columbia. He called Mr. Bisson,

who said the e-system they're using is based out of Canada, so all texts, emails, and phone calls look like they're coming from Canada. Mr. Dean said he will follow up.

d. Select Board Committee Reports

- i. Ms. Cowan attended a Communications Advisory meeting, which we heard about earlier.
- ii. Ms. Gilman said the Heritage Commission met to decide how we want to codify the work that was done on a neighborhood heritage area at Salem Street, if someone wants to try again in a different location in town. Regarding the Community Power Coalition, 19 communities have joined. The Public Utilities Commission is coming out with rules next week.
- iii. Ms. Belanger had a Planning Board meeting which was only five minutes long. We tabled a matter to the next meeting. The Conservation Commission has an election of officers, which remain the same. Ray Farmstead was discussed. There was a debrief on the Alewife festival, which went well. There will be a Geocaching event on July 16.
- iv. Mr. Papakonstantis attended a River Advisory meeting where Town Engineer Paul Vlasich gave an update on the Pickpocket Dam. This Committee will not meet again until August or September. The Swasey Parkway Trustees talked about sidewalk work and the closure of the parkway for construction. They also looked at aerating part of the lawn vs the whole lawn. They got a quote for a fence which was damaged in a car accident. They asked that the Select Board consider putting up more signage about dogs. Mr. Papakonstantis thanked Eileen Flockhart for the invitation to the Arbor Day event, but he could not attend. He recognized the wonderful staff at summer camp.

e. Correspondence

- i. An email from a couple in NY praising the Fire Department for helping a family member in distress.
- ii. A memo from Mr. Sharples regarding 1 Cronin Road. He states that there is no municipal use for that parcel.
- iii. A note weighing in on the Select Board discussion about intersections.

10. Review Board Calendar

- a. The next meetings are July 18 and 25, August 8 and 22, Tuesday September 6, and September 19 and 26.

11. Non-Public Session

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

12. Adjournment

MOTION: Ms. Belanger moved to adjourn. Ms. Gilman seconded. The motion passed 4-0 and the meeting was adjourned at 10:13 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments

**TOWN OF EXETER
CONSERVATION COMMISSION MEMORANDUM**

Date: July 11, 2022
To: Exeter Select Board
From: Andrew Koff, Chair, Exeter Conservation Commission
Subject: Move of Kyle Welch to Voting Member Role

On behalf of the Conservation Commission, I request your consideration to move Alternate Member Kyle Welch into to the Voting Member vacancy with Term to expire 4/2024.

Thank you.



Andrew Koff
Chair, Exeter Conservation Commission

Sewer Lateral Program



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

MEMO

DATE: July 15, 2022

TO: Russell Dean, Town Manager

FROM: Paul Vlasich, P.E., Town Engineer

RE: Salem St Area Utility Project – Private Sewer Service Replacement Program

Please see the accompanying information packet that was presented to the Water & Sewer Advisory Committee (WSAC) on May 25, 2022.

About a decade ago, the Jady Hill project developed a private service replacement program. The Jady Hill project had both poor services and a very high degree of Inflow and Infiltration (I&I). The Salem St Area project has poor sewer services too but not as much of an I&I situation.

WSAC has recommended moving forward with a program. The following are some of the program highlights.

1. The program will be developed using the documents from the Jady Hill project as a basis.
2. Only those parcels that connect directly to the newly upgraded sewer mains will be eligible.
3. PVC sewer laterals will not be eligible unless there is a known problem in the service. Private forcemains will also not be eligible.
4. A private drain line service may be considered for problematic sump pump situations if there is a drain structure available to tie into.
5. The Town will front all payments to the contractor. The homeowner will be responsible for the first \$1,000 worth of costs. The homeowner can elect to pay their costs back to the town with \$100 yearly payments at 0% interest.

The contractor cost of this work is estimated to be \$99,418. This cost can be absorbed within the sewer fund portion of the project budget.

Salem St Area Utility Project

Consideration for a Private Sewer Service Replacement and Sump Pump Lateral Program

During the project design an attempt was made to inspect the sewer services by Closed Circuit Television (CCTV). The majority of the sewer services on private property were found to be in poor condition. The Vitrified Clay Pipe (VCP) and Asbestos Cement (AC) services had offset joints, pipe cracks and root intrusions. The Cast Iron (CI) services exhibited considerable tuberculation. Some service material types could not be observed because the CCTV couldn't make it to the property line because of pipe conditions or obstructions.

Fifteen sump pumps have been reported by the homeowners. Eight discharge onto the lawn, three into the sewer service and four reported that the discharge location was unknown.

Not all sewer mains are going to be replaced in the project area. Where the sewer mains are scheduled to be replaced, the sewer services will be reconstructed from the main to the property line.

Parcels in sewermain replacement areas:	62
Parcels with private sewer service material PVC or forcemain:	(11)
Rerouted sewer therefore Town responsibility	(2)
<u>Parcels added because of sump pump lateral</u>	<u>3</u>
Total parcels potentially in program	52

The potential replacement private sewer service pipe types:	VCP	- 28
	AC	- 6
	CI	- 5
	Unknown	- 10

Using the Jady Hill project as an outline for a private property service replacement program the following are some of the program highlights. Jady Hill documents are attached at the end of this write-up.

1. The town paid 100% of the sewer service replacements in the right-of-way.
2. Where possible the town constructed drain laterals to the parcels. (This is not planned for the Salem St project unless the homeowner has a problematic sump pump outfall.)
3. For service work on private property the homeowner was responsible for the first \$1,000. The town paid the remaining. This was the combined costs of the sewer service and potential drain line service. Services were brought to within 5-feet of the house foundation. The town fronted all payments to the contractor. The homeowner could pay up front or pay back the town \$100 annually for up to 10 years at 0% interest. If the homeowner elected to pay annually, a lien agreement was executed.
4. The resident signed an agreement to opt in or opt out of the program. The agreement recognized that the homeowner is responsible for compliance with the sewer ordinance if they opt out of the program. If the homeowner opted into the program and paid upfront then the agreement sufficed for a temporary construction easement.

5. The Lien Agreement memorialized the service costs and repayment conditions. The document also allowed the contractor to enter the property for the work.
6. A plumber certification was required once the homeowner removed all forms of I&I from the sewer system. Costs for plumbing permits were waived. The Building Inspector signed off after inspections if a licensed plumber was not utilized.

Using the same Jady Hill service replacement program as a template, the following costs were computed using the current contractor's pricing of \$95/LF for sewer/drain private service replacement cost along with the \$1,000 maximum homeowner contributions. The table assumes 100% homeowner participation. As a comparison the Jady Hill project had 75% participation with a service unit cost of \$50/LF. Parcels with PVC sewer services or pressure systems were excluded from this proposed program. A total of approximately 995 LF of sewer services and 52 LF of drain line services on private property were estimated.

Total Program Costs:	\$99,418
Homeowner Responsibility:	<u>\$48,318</u>
Town Costs:	\$51,100

Alternative maximum homeowner contributions of \$1,500 and \$2,000 were calculated for consideration.

<i>Service Cost</i>	<i>Max. H.O. Contribution</i>	<i>Home Owner</i>	<i>Town</i>	<i># Parcels Town</i>
<i>Total Program</i>				
\$95/LF	\$1,000	\$ 48,318	\$ 51,100	42
Total = \$99,418	\$1,500	\$ 67,998	\$ 31,421	32
	\$2,000	\$ 81,325	\$ 18,093	20



LEGEND

- SEWER MAIN
- WATER MAIN
- DRAIN LINE

SEWER SERVICE

- VCP
- AC
- CI
- UNKNOWN
- PVC OR PRESSURE
- TOWN RESPONSIBLE

SUMP PUMP DISCHARGE

- ▲ SEWER
- ▲ UNKNOWN
- ▲ SURFACE



84 Exeter Rd.
South Hampton, NH
03827
April 29, 2022

Mr. Paul Vlasich
Town Engineer
Town of Exeter, NH
13 Newfields Rd.
Exeter, NH 03833

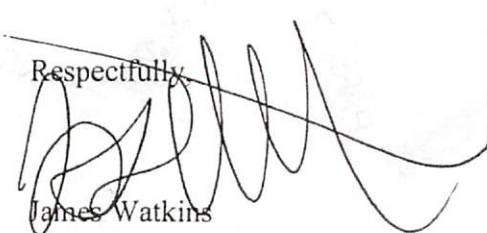
Mr. Vlasich,

Per our conversations regarding sewer services beyond the town right of way (private property). Jamco is please to offer the price of ninety-five dollars and zero cents (\$95.00) per linear foot to furnish and install sewer services for the residents of the Salem Street Area Improvement Project, that we currently are constructing.

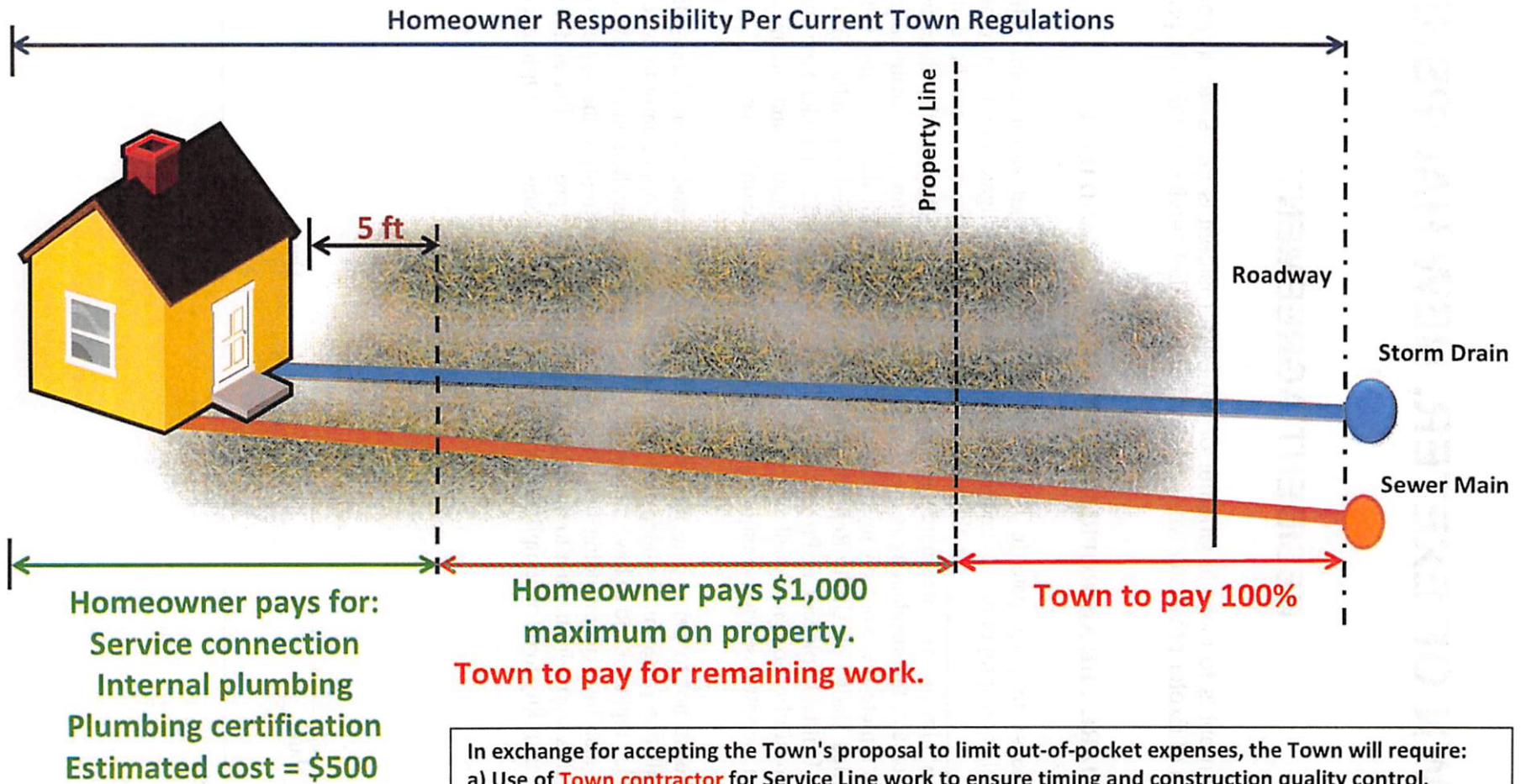
Jamco Excavators will furnish and install the services, back fill with native materials aside from stone bedding. We will loam and seed the disturbed area. Maintenance of this disturbed area is the responsibility of the homeowner. Jamco is not liable for grass growth or washouts due to heavy downpours etc. after the work has been completed.

If there are occurrences where sewer laterals run under garden beds, trees, existing structures, fences, paved driveways, or patios etc. will be handled above and beyond this linear foot price.

Respectfully,


James Watkins
Owner

Proposed Jady Hill Area Service Work Cost Sharing Alternative



Homeowner pays for:
 Service connection
 Internal plumbing
 Plumbing certification
 Estimated cost = \$500

Maximum homeowner contribution estimated at \$1500

In exchange for accepting the Town's proposal to limit out-of-pocket expenses, the Town will require:

- a) Use of **Town contractor** for Service Line work to ensure timing and construction quality control.
- b) A **temporary construction easement** granted by the Home-owner to the Town/its contractor.
- c) Home-owner agrees to hire a **licensed plumber** to complete and **certify** all work necessary from within 5 feet of foundation to connect to new Sewer and Relief Drain Service Lines as applicable. Work should include disconnection of **sump pumps**, if applicable.

TOWN OF EXETER, NEW HAMPSHIRE

RESIDENT AGREEMENT

This agreement is to indicate whether or not each resident is interested in participating in the town of Exeter private sewer and storm drain relief service installation program.

PLEASE MARK THE APPROPRIATE BOX THEN SIGN AND DATE

- I choose to participate in the Exeter private sewer and storm drain relief service installation program. I understand that this will obligate me to a repayment of \$ _____ for the installation cost. The repayment can be completed by lump sum or via a lien agreement with the town of Exeter. In the absence of a lien agreement, this resident agreement will serve to grant a temporary construction easement to complete the work on my property in accordance with the plans and specifications entitled "Jady Hill Utility Replacement Project Phase I" dated September 2011 and "Jady Hill Utility Replacement Project Phase II" dated June 2012. I understand that it is my responsibility to remove all sources of groundwater infiltration and stormwater inflow from the sewer service as required by the Exeter Sewer Use ordinance.

- I choose not to participate in the Exeter private sewer and storm drain relief service installation program. I understand that I am forfeiting my opportunity to have my sewer service replaced and to have a storm drain relief service installed on my private property. It is also my understanding that the town of Exeter will replace the sewer service and install a storm drain relief to the edge of the right-of-way / property line and it will be my responsibility to be in compliance with the town of Exeter Sewer Use Ordinance.

Printed Name

Date

Signature

Street Address

LIEN AGREEMENT

WHEREAS _____ ("the Owner") is the owner of property located at _____ Exeter, New Hampshire ("the Property") with a mailing address of _____; and

WHEREAS, the Town of Exeter ("the Town"), is a municipal corporation with a mailing address of 10 Front Street, Exeter, New Hampshire 03833; and

WHEREAS, the Town proposes to replace the sewer service pipe and install the storm drain relief pipe which is located on the Property and which connects the Property to the Town's sewer main and storm drain main ("the Pipes") respectively despite the fact that maintenance of the Pipes is generally the responsibility of the Owner; and

WHEREAS, the Town has obtained funding for the replacement and installation of the Pipes such that the Owner will be responsible for \$X,XXX of the cost of replacing and maintaining the Pipes, with the Town paying any remaining cost;

NOW THEREFORE, the parties hereby agree as follows:

1. The Town may enter onto the Property to install, remove, replace, and upgrade the existing Pipes. The Town's authority to enter the Property shall expire one (1) year following the substantial completion date of the Jady Hill Utility Replacement Project. Following the replacement and installation of the Pipes, the Town shall restore the Property to as close to its original condition as is reasonably practicable and in accordance to the Plans and Specifications entitled "Jady Hill Utility Replacement Project Phase I" dated September 2011 and "Jady Hill Utility Replacement Project Phase II" dated June 2012.

2. The Owner shall be responsible for payment of the \$X,XXX cost over a period of ten years. The \$100 due each year shall be invoiced as a separate sewer bill on or about the Spring of each year. Failure of the Owner to make any annual payment shall result in the Town exercising any and all of its rights to collect payment, including right to commit the bill to the tax collector for placement of a lien on the Property. The Owner may at any time prepay the outstanding amount without penalty at which time the Town

shall cause a release of this Agreement to be recorded in the Rockingham County Registry of Deeds.

3. The obligation to make the payments referenced in Paragraph 2 shall run with the land and be binding on all present and subsequent owners.

4. This Agreement shall be recorded in the Rockingham County Registry of Deeds.

OWNER

Date: _____

(Print Name)

Date: _____

(Print Name)

TOWN OF EXETER

Date: _____

Russell Dean, Town Manager
Duly Authorized

TOWN OF EXETER, NEW HAMPSHIRE

PLUMBER CERTIFICATION CHECKLIST

This checklist is to be used by a licensed plumber to certify that all work is completed in accordance with the Town of Exeter, Public Works Department requirements for the private sewer and storm drain relief services for the Jady Hill Utility Replacement Project - Phase II.

SEWER AND STORM DRAIN RELIEF SERVICE REQUIREMENTS

- If applicable, obtain a Town of Exeter Plumbing Permit from the Exeter Building Department and coordinate inspection by the Exeter Code Enforcement Officer / Building Inspector. All associated permit fees will be waived.
- Ensure the existing 4-inch diameter sewer service is free from any cracks, leaks or disrepair within 5-linear feet from foundation. If necessary, replace the 4-inch diameter sewer service with a 4-inch diameter PVC sewer service, within 5-linear feet from the foundation.
- Ensure the newly installed 4-inch diameter PVC sewer service from the sewer main is properly connected to the 4-inch diameter sewer service that is 5-linear feet from the foundation. Be sure to use appropriate couplings and fittings as necessary.
- Ensure that any connections to the newly installed 4-inch diameter PVC storm drain relief service from the storm drain, that is 5-linear feet from the foundation, is properly connected. Be sure to use appropriate couplings and fittings as necessary.
- Ensure all sump pumps, foundation footing drains, floor drains, roof leaders, yard drains or any other similar connection carrying rainwater, drainage or ground water are disconnected from the 4-inch diameter sewer service and directed to the 4-inch diameter storm drain relief service provided or otherwise acceptable as permanent disconnection, per the Town of Exeter Sewer Use Ordinance.
- If a Plumbing Permit is required then a New Hampshire Master Plumbing License is required to perform all internal plumbing work. Removal of a sump pump does not necessarily require a plumbing permit.
- If no internal plumbing is necessary, the Exeter Code Enforcement Officer or Building Inspector will perform the inspection and no permits will be necessary.

Name

NH Master Plumber License #

Signature

Company Name

Resident

Street Address

Sidewalk Construction Funding Request, Demolition of 149 Kingston Road Garage



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

MEMO

DATE: 7/14/2022
TO: Russell Dean, Town Manager
FROM: Jay Perkins, Highway Superintendent
Jennifer Perry, Public Works Director
RE: Sidewalk Funding Requests

In order to affect needed repairs to sidewalks adjacent to roadways in the 2022 paving plan, the Sidewalk Capital Reserve Fund (remaining balance \$145,370), the 2017 Special Highway Block Grant (remaining balance \$49,066) and 2022 budget line items for paving (\$800,000) and sidewalk repairs (\$15,000) will need to be expended.

Linden Street (from Little River Bridge to Exeter River Bridge)

Linden Street should be reconstructed to include new vertical granite curb and asphalt sidewalks due to poor condition and significant pedestrian volume. The road reconstruction and paving is estimated to cost \$391,340. The curbing and sidewalk reconstruction estimate is \$296,435. We request the Select Board authorize using fund balance from both the Sidewalk Capital Reserve Fund and the 2017 Special Highway Block Grant, in addition to 2022 sidewalk and paving budget line items, to pay for the Linden Street sidewalk.

Sidewalk Capital Reserve Fund	\$145,370
2017 Special Highway Block Grant	\$49,066
2022 Sidewalk Repair budget line item	\$15,000
<u>2022 Paving budget line item</u>	<u>\$86,999</u>
Linden Street Sidewalk Sub-Total	\$296,435
<u>Linden Street Roadway Reconstruction & Paving</u>	<u>\$391,340</u>
Linden Street Total	\$687,775

Colonial Way & Heritage Way

We recommend these streets be milled, add new asphalt berm curbing and repave both streets and sidewalks. The sidewalk estimate is \$52,000 and we request it come from the paving budget as well. The total project cost estimate is \$318,525.

Colonial/Heritage Sidewalk Sub-Total	\$52,000
<u>Colonial/Heritage Roadway Sub-Total</u>	<u>\$266,525</u>
Colonial/Heritage Total	\$318,525

Suggested Motion: *To authorize use of the balance of the Sidewalk Capital Reserve Fund up to the amount of \$145,370 and the balance of the 2017 Special Highway Block Grant in the amount of \$49,066 toward reconstruction of sidewalks on Linden Street.*



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MEMO

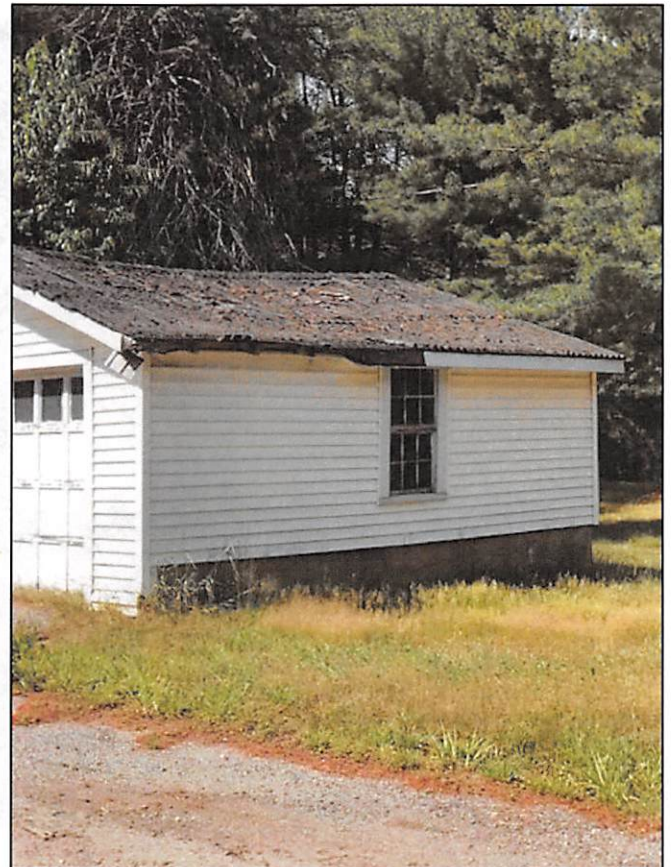
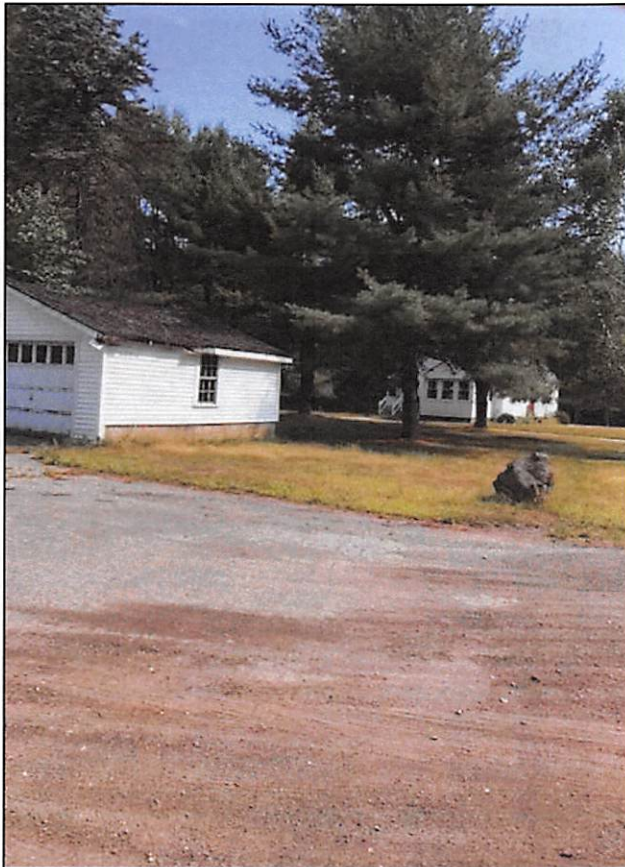
DATE: July 14, 2022

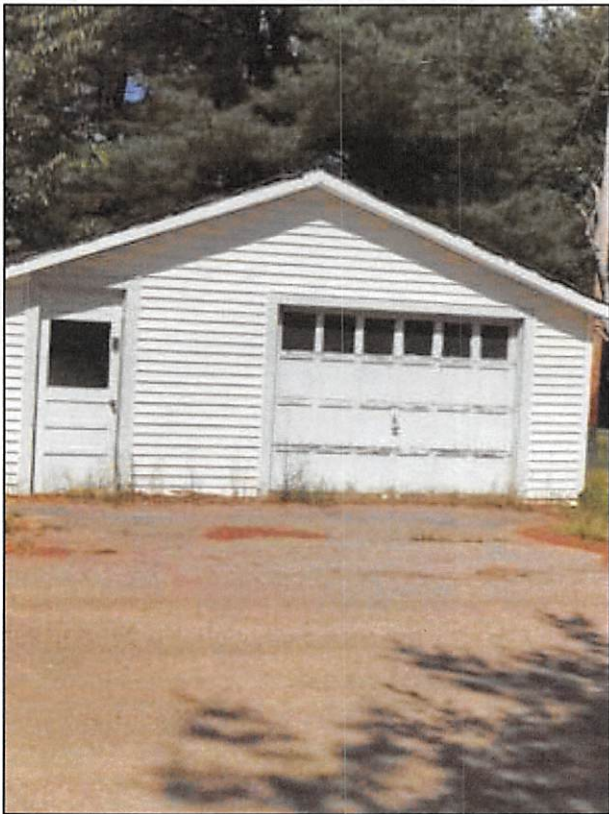
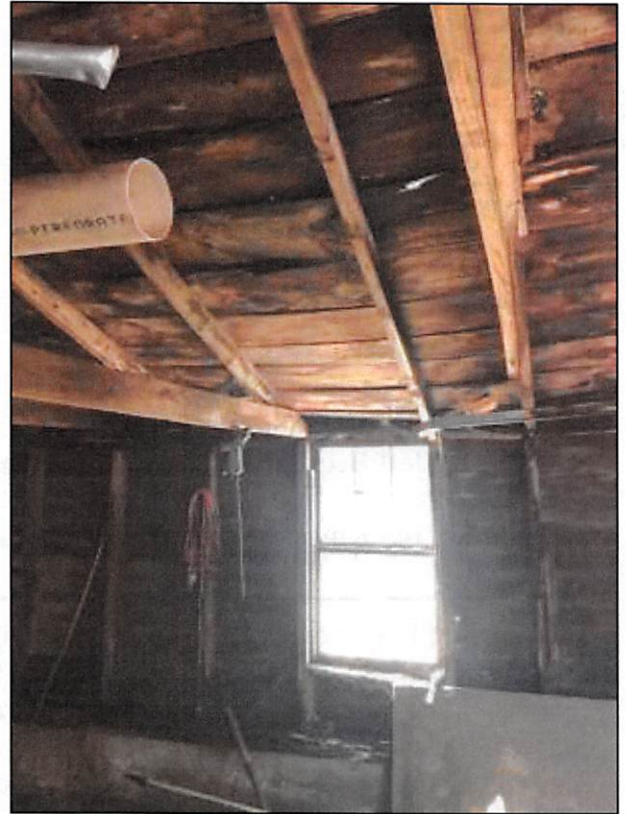
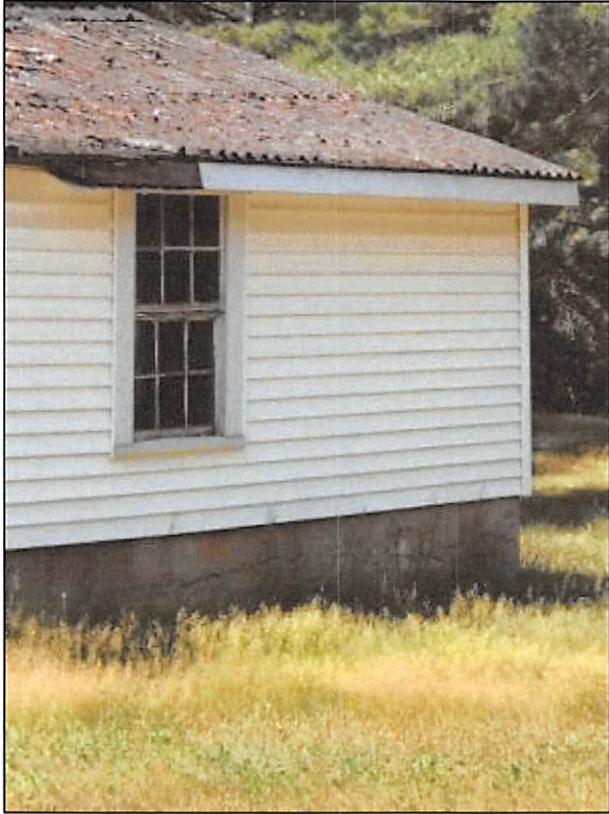
TO: Russell Dean, Town Manager

FROM: Jennifer R. Perry, P.E., Public Works Director
Jeff Beck, Maintenance Superintendent

RE: 149 Kingston Road, Single-Vehicle Garage Demolition Request

The Town of Exeter owns property at 149 Kingston Road, the former Chet Simpson residence. There is a small single-vehicle garage located 90 feet west of the residence, adjacent to the entrance to the pit off Kingston Road. The garage is in poor condition and has become a safety concern. It is not worth the effort or cost to repair it and has no salvage value. We recommend demolition and removal of the garage. This work can be completed by Public Works crews.





Drought Update



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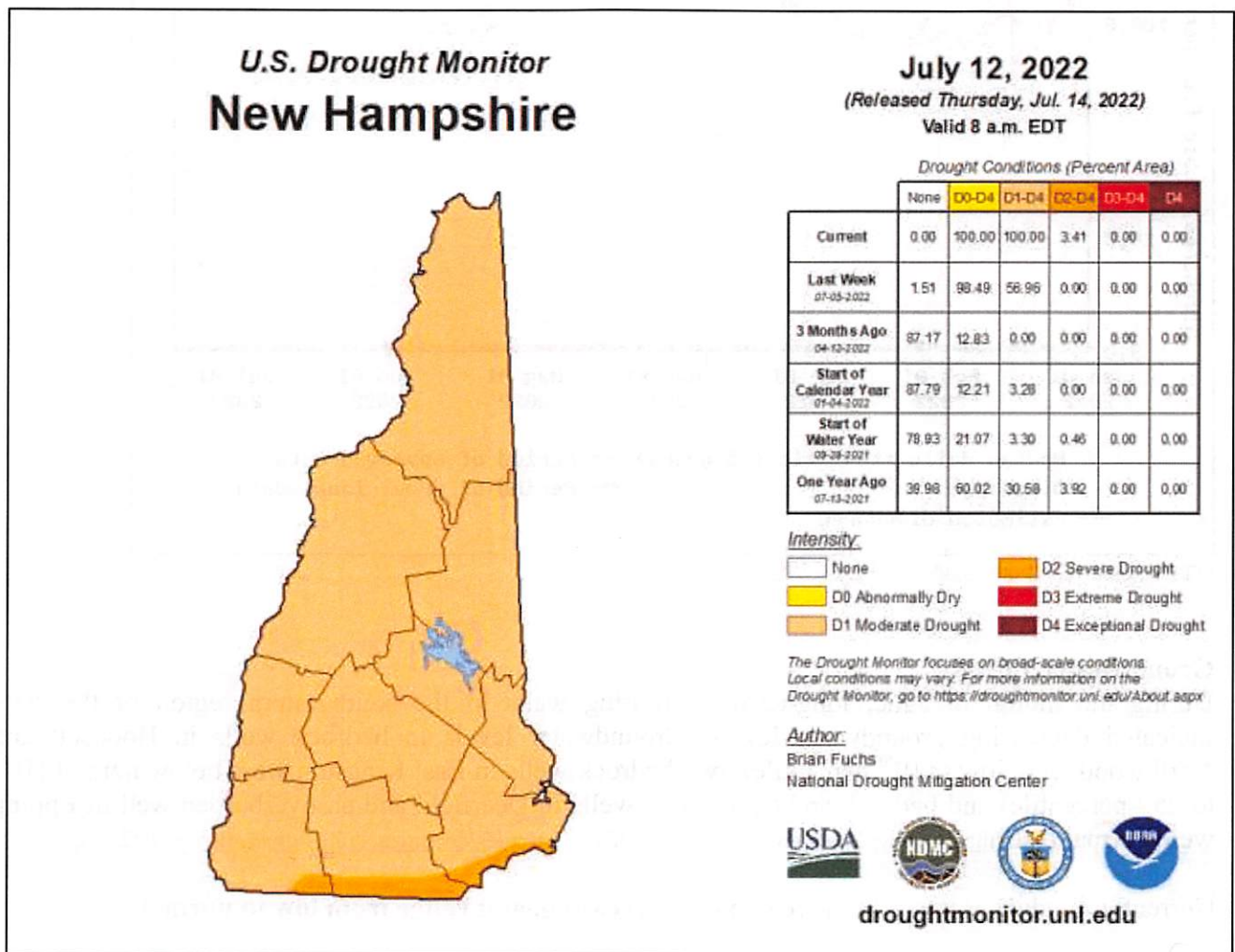
www.exeternh.gov

MEMO

DATE: July 14, 2022
 TO: Russell Dean, Town Manager
 Exeter Select Board
 FROM: Jennifer R. Perry, P.E., Public Works Director
 RE: Water Resources Status Update & Recommended Water Use Restrictions

New Hampshire Drought Conditions

The U.S. Drought Monitor dated July 12, 2022, indicates 100% of the State of New Hampshire is in moderate (D1) or severe drought (D2) condition. The Town of Exeter and the upper reaches of the Exeter River watershed are in **moderate drought** and have been since July 5, 2022.

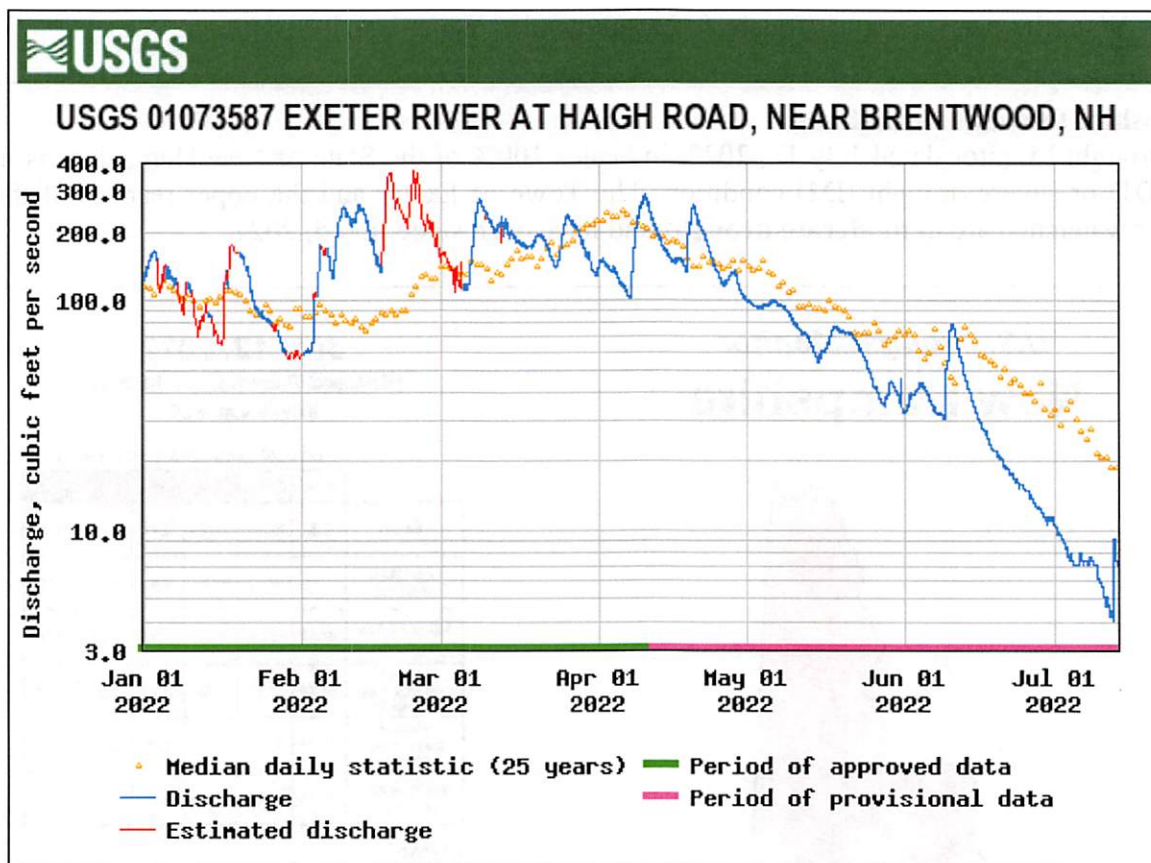


The U.S. Drought Monitor is jointly produced by National Drought Mitigation Center at University of Nebraska-Lincoln, U.S. Department of Agriculture, and National Oceanic and Atmospheric Administration. Map courtesy of NDMC.
<https://droughtmonitor.unl.edu/CurrentMap/StateDroughtMonitor.aspx?NH>

River Flow

The USGS stream flow gauge on the Exeter River at Haigh Road in Brentwood (drainage area 63.5 square miles) indicates current instantaneous discharge is 7 cubic feet per second (cfs) (at 15:15 on 7/13/2022) which is below the median. The water supply intake for the Town of Exeter is located several miles downstream of the gauging station, with a contributing watershed of 107 square miles. The flow rates at the intake location are estimated to be 1.69 times higher than at Haigh Road, or approximately 12 cfs (7.7 MGD).

The instantaneous Exeter River flow rate is **low for this time of year**.



<https://waterdata.usgs.gov/usa/nwis/uv?01073587>

Groundwater Levels

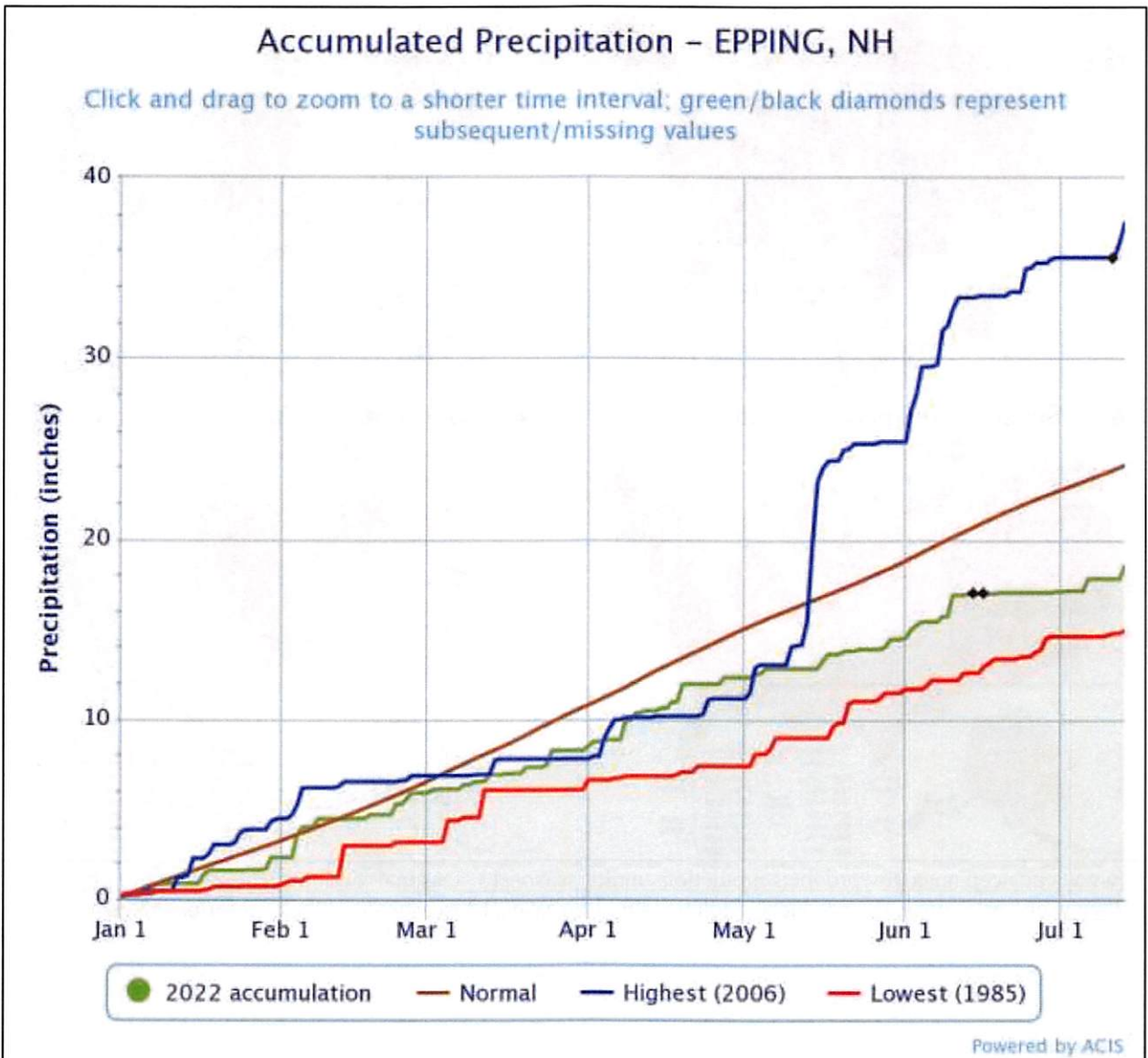
During the month of June, long-term monitoring wells in the southeastern region of the state indicated decreasing groundwater levels. Groundwater levels in bedrock wells in Hooksett and Northwood were low (<10th percentile), two bedrock wells in East Kingston were below normal (10th to 25th percentile) and bedrock and overburden wells in Deerfield and an overburden well in Epping were normal (see <https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/nhgs-gwlevels-jun2022.pdf>)

Current groundwater levels in the region are **decreasing, and range from low to normal**.

Precipitation

Total precipitation received since January 1 through July 13 is 18.5 inches. This is a rainfall deficit of 5.59 inches below the average of 24.09 inches for this time of year (Source: National Weather Service NOWData for Epping, NH). Total annual precipitation averages 46.95 inches for this site (57 years of record).

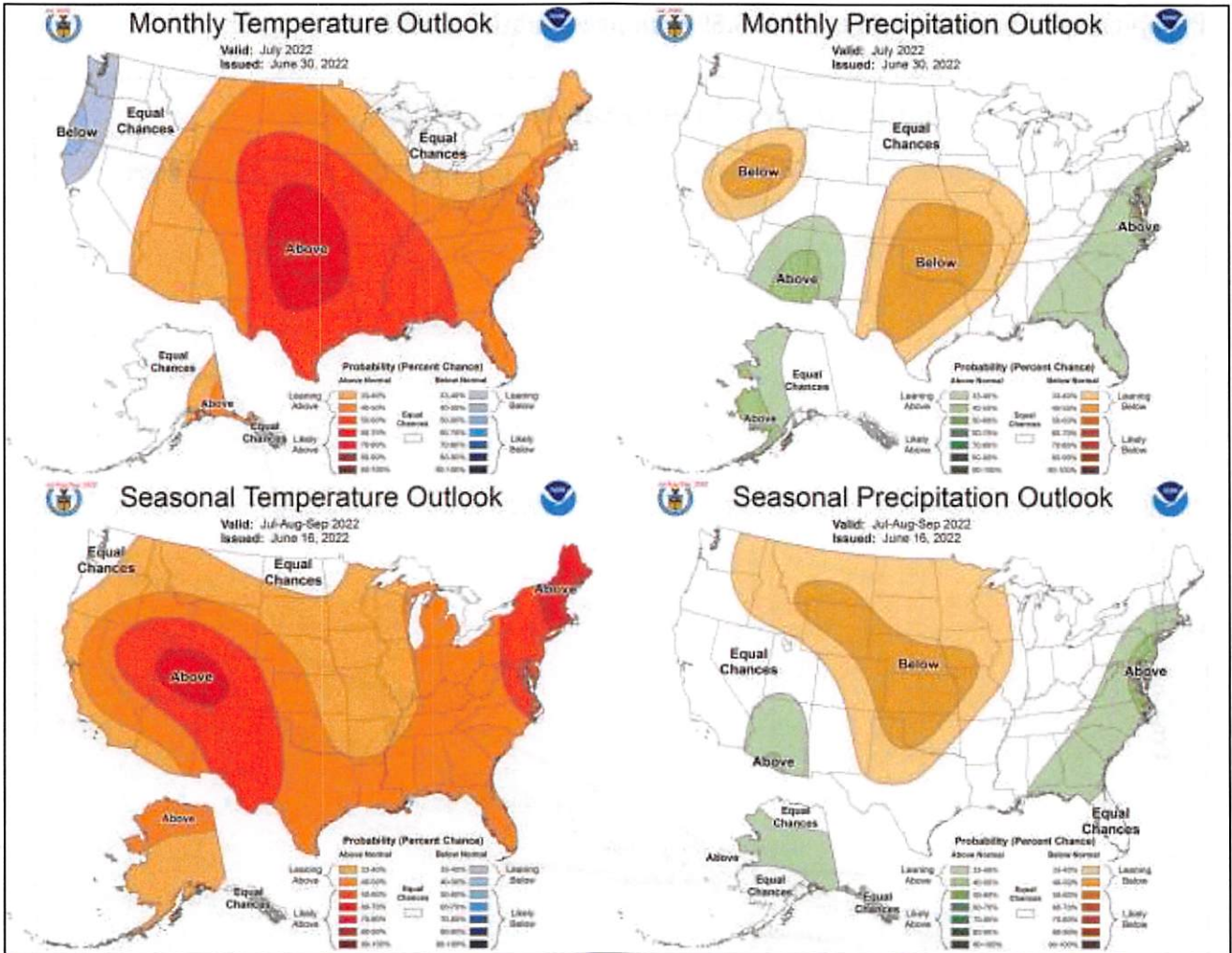
Precipitation is **below average** with a **5.59 inch precipitation deficit** for the year.



NOAA/National Weather Service, Gray/Portland Office. NOWData for Epping, NH.

Drought Outlook

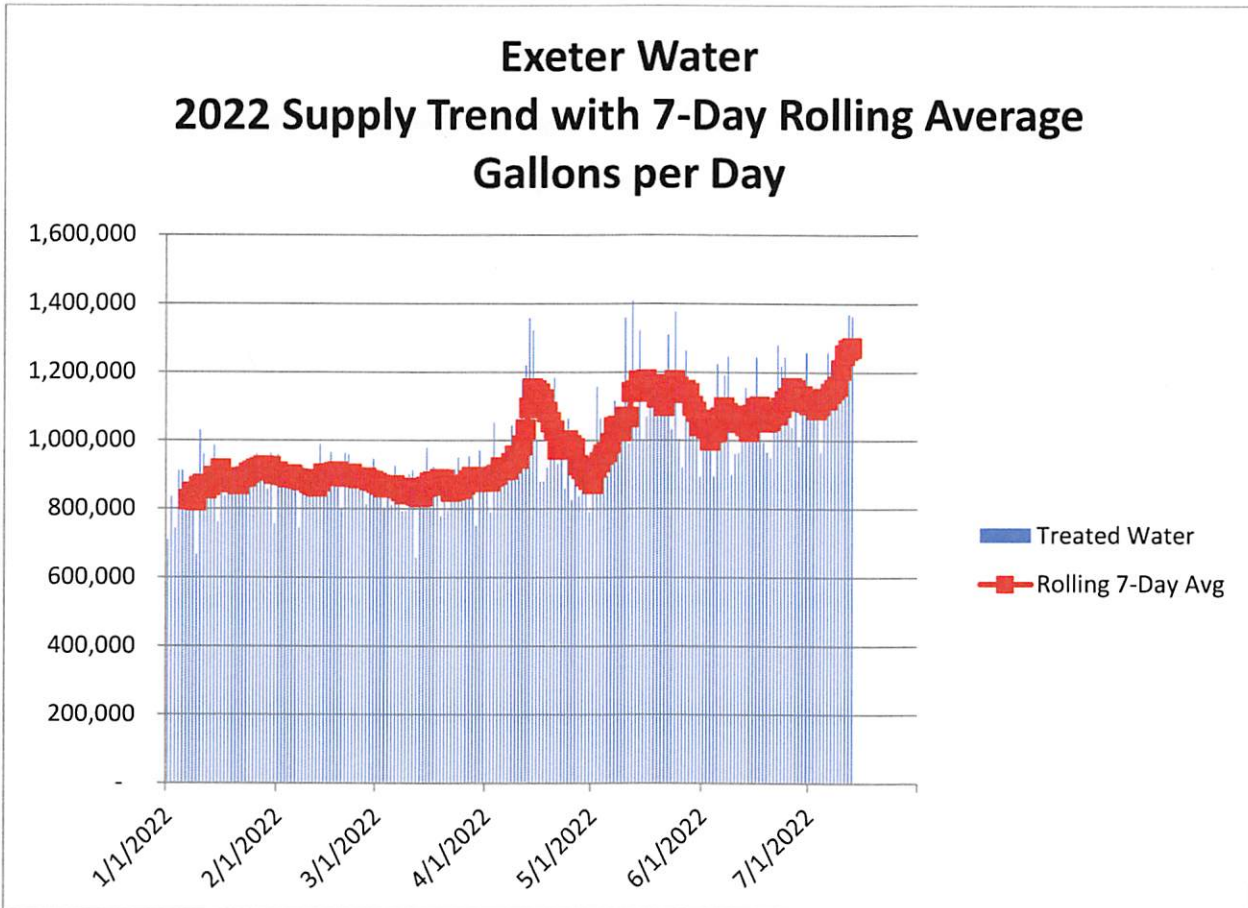
July and the 3 month outlook (July, August, September) **temperatures** are predicted to continue to be **above normal**. July precipitation is predicted to be equal chance for above, normal or below and the 3 month precipitation outlook (July, August, September) is predicted to be slightly above normal precipitation.



http://www.cpc.ncep.noaa.gov/products/predictions/multi_season/13_seasonal_outlooks/color/churchill.php
https://www.cpc.ncep.noaa.gov/products/predictions/multi_season/13_seasonal_outlooks/color/page2.gif

Exeter Water Supply

Water usage or demand in the Exeter public water system reflect summer, irrigated flows. The seven day average on July 13 was 1.36 MGD. To date in 2022 the surface water treatment plant (SWTP) produced 125 MG, supplying 65% of demand. The groundwater treatment plant (GWTP) produced 66 MG, supplying 35% of demand.



Summary

Exeter and the upper reaches of the Exeter River watershed are in moderate drought. Temperatures have been above average and are predicted to continue to be above normal through September. Precipitation has been below average and there is a 5.59 inch precipitation deficit for the year. Surface water flows are low and estimated to be 12 cfs (7.7 MGD) at the Exeter River intake. Groundwater levels are decreasing and range from low to normal. Exeter water usage reflects summer irrigated demands with the most recent 7 day average of 1.36 MGD.

Recommendations

We recommend implementing Level 2 outdoor water use restrictions which allow landscape watering every other day (even/odd watering) and do not restrict other outdoor water uses. Water users are always encouraged to practice effective water conservation. For helpful tips on water use and conservation go to <https://www.epa.gov/watersense>.

Community Power Aggregation Committee Plan Amendments

EXETER COMMUNITY POWER PROGRAM



EXETER ELECTRIC AGGREGATION PLAN

December 29, 2021

As Approved by the Exeter voters at Town Meeting on February 5, 2022.

With Draft Amendments 6/27/22 [Amended on [INSERT DATE]]

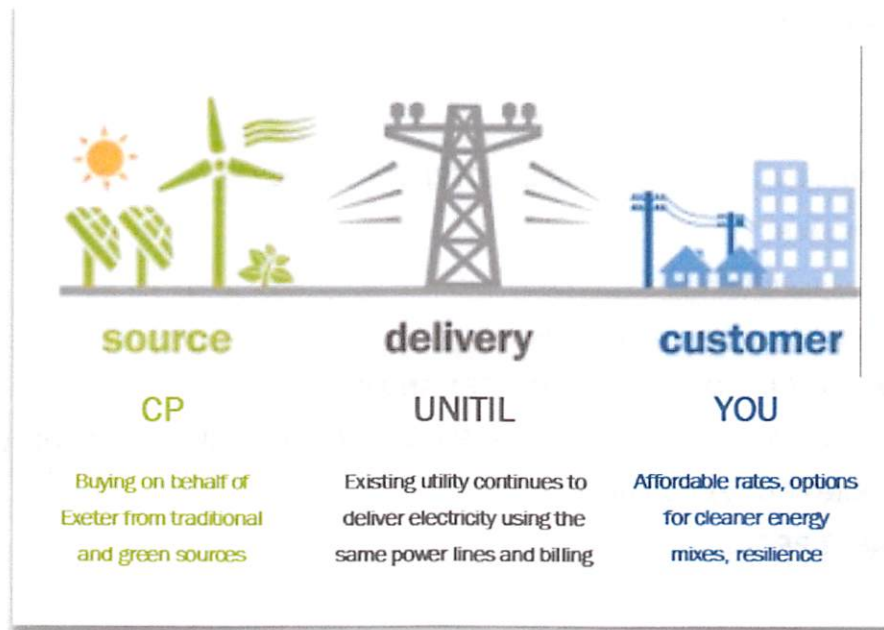


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1. Introduction

As described in this document, the Town of Exeter is developing a Community Power Aggregation Program to provide expanded choice for electric power supply and services for residential and commercial electric customers within the community. This document represents the Energy Aggregation Plan for the Town of Exeter as prescribed by RSA 53:E:6. The Plan has been prepared by the Exeter Community Power Aggregation Committee which was established by the Select Board in May 2021. It describes the purpose of the program, how it will be organized, implemented and operated. It is subject to approval by the Exeter Community Power Aggregation Committee and submission by the Select Board to Town Meeting for adoption by a majority of those present and voting.

What is Community Power Aggregation?

Community Power Aggregation (CPA) refers to the grouping of retail electric customers within a municipality or group of municipalities to provide, broker or contract for electric power supply and related services for those customers. Communities typically implement CPA programs for the sake of cost savings, environmental sustainability, sourcing electricity from local energy sources or some combination of these. With aggregation, Exeter has the potential to offer a wider choice of energy supply options and innovative services to its residents and business, including choices that include a larger proportion of renewable energy.

Community power aggregation programs only change the sources of electricity used to supply the community, and do NOT change how electricity is delivered over the transmission or distribution grid. In Exeter's case, Unitil will remain the utility that is responsible for maintaining the distribution grid and delivering electricity purchased by the program to participating customers-. The difference is that the source of the electricity will be chosen by the CPA rather than by Unitil's default energy provider. Customers will have the option to not participate in Exeter's program and continue meeting their electricity needs either through Unitil's default electricity supplier or through a third-party competitive supplier. At the present time we estimate that between 8-10% of residential electricity customers and nearly 40% of commercial and industrial customers in Unitil's service area already choose to purchase their electricity supply through a third party and do not use the utility default supply. The adoption of an Exeter CPA will have no effect on those customers, other than providing them with the option to request to "opt-in" to the program. Details about how customers would participate in Exeter community Power are found in Section 5 of this document.

Why Now?

Community Power Aggregation is not new to New Hampshire and has in fact been allowed since 1996 when RSA 53-E and other statutes associated with electric utility restructuring were enacted. While allowed since then, community power programs have not been used successfully in New Hampshire because of impediments that existed in how the aggregation could be implemented. Those impediments made it difficult to reach the critical mass of customers necessary to establish competitive electric supply contracts. In 2019, changes were made to RSA 53-E that allowed programs to be established under an "opt-out" basis, meaning the community power program can now be set as the default energy source for customers currently receiving the Unitil default energy service unless they choose otherwise. Since this change numerous communities in New

Hampshire, like Exeter, have started to work on developing community power and a statewide coalition of municipalities has formed to facilitate this development (the “Community Power Coalition of New Hampshire”). Responding to this new opportunity, and upon recommendation from the Exeter Energy Committee, the Select Board charged the Exeter Community Power Aggregation Committee with evaluating the advisability of, and preparing a plan for, implementing community power in Exeter.

Approval Process for Exeter’s Community Power Aggregation Plan

This Electric Aggregation Plan was developed by the Electric Aggregation Committee with due input from the public, as required under RSA 53-E. Public hearings were held on November 29th and December 13th, 2021. ([See Appendix](#) for Public Hearing Notice.)

The Electric Aggregation Committee has determined that this Plan satisfies applicable statutory requirements and is in the best, long-term interest of the Town and its residents, businesses, and other ratepayers.

Adoption of this Plan, which is subject to approval by a majority of those present and voting at Town Meeting, will establish Exeter Community Power as an approved electric aggregation program with statutory authorities defined under RSA 53-E:3, to be exercised with due oversight and local governance, as described herein, and will authorize the Exeter Select Board to arrange to procure the necessary professional services and power supplies to implement Exeter Community Power.

Implementation Steps

If this Plan is adopted at Town Meeting, the Select Board and Committee will begin work on implementing the program. This will involve a number of steps, including:

- Submitting the Plan for approval by the Public Utilities Commission, and to Unitil and the Office of the Public Advocate on the same day-;
- Jointly soliciting and contracting for third-party services, electricity supply and staff support to launch and operate the Community Power programs through the Community Power Coalition of New Hampshire (CPCNH), or, seeking proposals and contracting for the necessary services, staff support and energy supply sources independently; and
- Developing and publicizing community power program details for customers, including supply alternatives, rate offerings and opt-out procedures.

As the program develops three things will remain constant:- (1) Unitil will continue to be our utility, meaning they will continue to deliver electricity to customers, own and operate the distribution system (poles, wires, transformers, substations, etc.) and in most cases, provide account and billing services. (2) Participating in the Exeter Community Power will be completely voluntary. After the electricity rates to be offered under the program are established, customers will be notified and may choose to opt-out of the program, staying with Unitil’s default energy service. (3) Any costs associated with operating the program will be incorporated into rates paid by Exeter Community Power customers only and will not be passed on to customers who choose to opt-out of the program. If it is determined before the program is launched that Exeter Community Power will be unable to offer default electric rates that are initially lower than or competitive with the fixed energy service charge rates offered by Unitil for residential and general service customers (rate schedules D and GS-2),

then implementation of the program will not move forward. The program will not launch unless and until those conditions change.

2. Exeter Community Power: Purpose, Goals and Objectives

For at least the last 10 years, the Town of Exeter has contracted for its municipal energy supply through a municipal energy broker, achieving more stable and often lower rates and access to a broader choice of energy sources and suppliers. For example, with the Town's most recent contract with energy supplier ENGIE LLC, signed in May 2021, the Town will be paying 7.45 -cents/kWh whereas as of December 2021 the utility default energy service rate for small to medium non-residential customers has increased from 6 cents/kWh to -15.4 cents/kWh and the residential rate has increased from 7.1 cents/kWh to 17.52 cents/kWh for the next six months due to a spike in energy supply costs. Under Community Power, the same opportunity to seek out more advantageous energy supply contracts can be extended to the entire customer base of the Town.

The **purpose** of the Community Power Aggregation in Exeter is to allow the Town to aggregate retail electric customers to provide more competitive access to competitive supplies of electricity and related services. The intended result will be to offer more customers greater choice to select energy sources, especially renewable sources, at more competitive rates than currently available.

The primary **goals** of the program are as follows:

- Expand and accelerate the use of renewable electric energy in Exeter by making such sources more accessible and affordable to all electric energy customers;
- Facilitate the development of and access to local renewable energy projects; and
- Facilitate the development of innovative energy services and programs available to residents and businesses including smart meters, distributed storage and energy efficiency programs, EV charging, and training and education programs.

These goals are supported by the following **objectives**:

- **Choice and Access.** Expanded choice and access to energy suppliers: Most customers presently do not take advantage of the existing option to choose among energy suppliers. The Exeter Community Power Aggregation program will create readily accessible options for customers to choose from at competitive rates;
- **Regional and Statewide Collaboration.** Collaborate with other municipalities regionally and statewide to expand the aggregation market, share services and expertise, and develop priority projects;
- **Affordable Renewable Energy.** Through access to larger aggregation markets, improve affordability of renewable energy supply options;
- **Partnership with Unitil.** Create a strong collaborative partnership with Unitil in developing and delivering innovative programs and services;

- **Fiscal Stability.** Ensure fiscal stability through robust energy supply risk management and by establishing strong financial reserves funded through program revenues.
- **Energy Resilience:** Over time, Exeter Community Power will support the development of innovative local energy projects to improve resiliency in power supply. These may include residential battery / back-up power projects, independent electric vehicle charging networks and community microgrids at critical facilities; and
- **Prioritize Clean Energy.** Exeter Community Power will prioritize the development of cost-effective projects that promote the use and development of renewable energy, including:
 - Partnering with businesses and towns in the region to develop renewable energy projects, storage facilities, EV charging stations networks, etc.
 - Support individual residential and business customers in adopting new clean energy technologies and reducing energy consumption.

3. Implementing Community Power in Exeter

The basic process for implementing Community Power Aggregation in New Hampshire is established under RSA 53-E, titled *Aggregation of Electric Customers by Municipalities and Counties*. The law outlines both the steps that are used to establish a community power program in New Hampshire, and the minimum standards that such programs must meet.

A. Requirements per RSA 53-E

At a minimum, the following steps are cited in the statute:

1. The governing body (Select Board in Exeter) may form an electric aggregation committee.
2. The aggregation committee drafts a community power aggregation plan, which must:
 - 2.1. Provide for universal access, reliability, and equitable treatment of all classes of customers subject to any differences arising from varying opportunities, tariffs, and arrangements between different electric distribution utilities in their respective franchise territories;
 - 2.2. Meet, at a minimum, the basic environmental and service standards established by the Public Utilities Commission and other applicable agencies and laws and rules concerning the provision of service under Community Power; and
 - 2.3. Detail the following elements: organizational structure; operations and funding; rate setting and other costs; whether program established as op-in or opt-out; method for entering and terminating agreements; rights and responsibilities of program participants; how customer net-metering is accounted and compensated; how eligible CPA customers may receive discounted services; how the program may be terminated.

3. As part of the planning process the aggregation committee must solicit public input and hold public hearings.
4. The aggregation committee must determine that the plan is in the best long-term interest of the municipality and its ratepayers.
5. The Select Board may choose to submit the final community power aggregation plan to Town Meeting for adoption.
6. Once adopted, if the Plan calls for the 'opt-out' of the program alternative default service, the municipality must mail written notification to all affected utility customers including description of the program, implication and their rights and responsibilities as participants. The notification must be made at least 30 days before the program begins.
7. A public information meeting must be held to explain the program and answer questions (held within 15 days of above notification).
8. Customers must be afforded the right to opt-out of the power aggregation program's alternative default service anytime within 30 days of notification of rates of such service.

In addition to complying with this process, the Plan must meet certain criteria. As noted, if designed as opt-out, affected customers must be given the right to opt-out within 30 days of notification of the rate of the alternative service. Customers on the utility's default service that do not opt-out will be automatically enrolled in the new community power aggregation program's default service. They may also choose alternatives to the default supply that Exeter Community Power may offer, such as ones with a higher renewable energy content. Customers that already receive service from a competitive energy supplier will not be automatically enrolled in Exeter's program, but may request to opt-in if they choose and if allowed under the contract terms of their existing supplier agreement. Customers that are new to the utility after the initial program launch (e.g., new customers) will have the choice of enrolling in either the utility default -service or the community aggregation program's default service. The law also addresses important cost sharing and confidentiality issues. The plan must ensure that customers who do not participate in the aggregation program are not responsible for any costs associated with the program. The Town may, however, operate the program as a self-supporting enterprise and additionally has the option of using revenue bonds to support costs, subject to separate voter approval. Customer data must be treated as confidential and private and not subject to public disclosure under the right to know law (91-A).

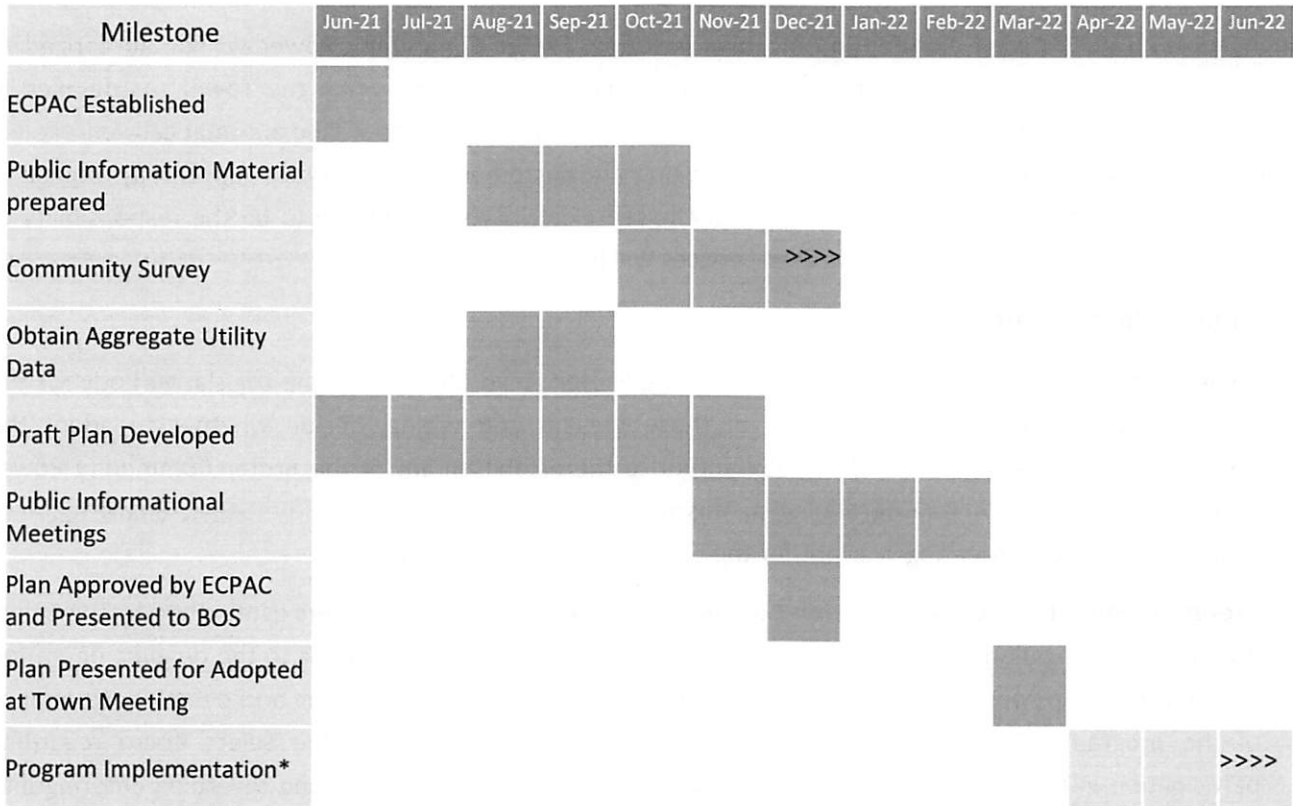
This Plan is designed to be fully compliant with the requirements of RSA 53-E and consistent with industry best practices. Lastly, while the Public Utilities Commission has not yet adopted CPA Administrative Rules, this plan commits Exeter Community Power to complying with such rules (once adopted) along with any additional environmental and service standards established by the Public Utilities Commission and other applicable agencies and laws and rules concerning the provision of service under Community Power.

B. Proposed Timeline for Implementation

The following chart portrays the approximate timeline for the development and implementation of Exeter Community Power. It assumes that the Exeter Select Board determines that the Plan be submitted to Town

Meeting for approval at this coming March 2022 or at a subsequent Town Meeting. If approved at Town Meeting the program’s implementation will then depend on when the Public Utilities Commission adopts the required rules for Community Power Aggregation and approves Exeter’s Community Power Program as presented.

PROPOSED TIMELINE



* This timeline will depend on PUC approval of Exeter’s program and when CPA Administrative Rules are adopted.

C. Parameters of Implementation

The Exeter Community Power Program will adhere to implementation parameters as outlined below. The program will proceed with its launch only if it is able to offer default rates that are initially lower than or competitive with the fixed energy service charge rates offered by Unitil for residential and general service customers (rate schedules D and GS-2). Thereafter, the program will:

Serve as the default electricity supplier for all customers on a default “opt-out” basis;

Offer innovative services and generation rates to customers on an "opt-in" or "opt-up" basis (such as 100% renewable premium products, time-varying rates and Net Energy Metering generation credits for customers with solar photovoltaics);

Operate on a competitive basis, in that customers may choose to switch between Exeter Community Power, service provided by competitive electric power suppliers, and utility-provided default service; and

Be self-funded through revenues generated by participating customers (the Town will not use taxes to cover program expenses).

4. Program Organization and Administration

Upon approval of this plan by adoption at Town Meeting, Exeter Community Power will be authorized to arrange for the provision of electricity and related services to customers within the Town. As detailed in Section 5, customers currently receiving power through Unital's default service will be automatically enrolled in Exeter Community Power unless they choose to opt-out, and customers on competitive supply may request to opt-in to the program. The distribution of the purchased electricity will continue to be the responsibility of Unital and the costs of distribution and related services will be paid to Unital.

A. Organizational Structure

- **Town Meeting:** In accordance with RSA 53-E:7, the Exeter Town Meeting, as the Legislative Body for the municipality, will, by majority approval of those present and voting, decide whether to adopt the Community Aggregation Plan and thereby authorize the establishment of the Exeter Community Power Program. A Warrant Article pertaining to this question will be prepared by the Select Board to be included in the Town Meeting Warrant for the Exeter Energy Aggregation Plan.
- **Exeter Community Power Aggregation Committee (ECPAC):** Within parameters established by the Select Board, the Aggregation Committee will provide advisory support to the Town as to the ongoing operation of the program, power procurement options, interactions with service providers and overall performance of the program. The Committee may also make recommendations to the Select Board regarding participation in the Community Power Coalition of New Hampshire (CPCNH) and regarding entering into such agreements necessary to implement the program. Additionally, the Select Board may direct the Electric Aggregation Committee to continue to hold meetings for the purpose of providing community input.
- **Select Board:** The Exeter Select Board will have overall responsibility for the Exeter Community Power Program, including oversight and overall governance and will be authorized to contract for the necessary services and power supplies to implement and operate the program, approve Energy Risk Management and Financial Reserves policies, and set customer rates prior to program launch and continue to provide oversight over the program thereafter.

After consultation with the Town Manager and Exeter Community Power Aggregation Committee, the Select Board may (1) decide to conduct a competitive solicitation to hire a Community Power Broker / Service Provider, and may also collaborate with other interested municipalities to conduct this solicitation or (2) determine that the public interest is best served by participating fully in the Community Power Coalition of New Hampshire (CPCNH) to provide for the launch and operation of Exeter Community Power.

These two options have different organizational structures, as summarized below.

Under the Community Power Broker / Service Provider option:

- **Town Manager:** If so designated by the Select Board, the Town Manager (or their designee) would be responsible for carrying out a competitive solicitation process, and may coordinate with other interested municipalities to conduct a joint solicitation, to hire a Community Power Broker / Service Provider. Thereafter, the Town Manager would provide management oversight of the Exeter Community Power program, including direct oversight of the contracts for power purchasing, customer services, utility relations and fiscal management.
- **Community Power Broker / Service Provider:** The broker / service provider would manage certain Program activities under the direction of the Town Manager or designee. Their responsibilities would include, among others, coordinating and interacting with Unitil, developing and implementing customer communication and education activities, providing periodic reports to the Town and negotiating an Electric Services Agreement (ESA) with a Competitive Electric Power Supplier (CEPS).
- **Competitive Electric Power Supplier (CEPS):** The Competitive Supplier would be relied upon to provide all-requirements electricity for the program, along with customer services including staffing web and telephone based services, and would fulfill other responsibilities as detailed in the Electric Services Agreement (ESA), under terms deemed reasonable and appropriate for the retail electric customers by the Town Manager.

Under the Community Power New Hampshire (CPCNH) option:

- **Exeter's appointed CPCNH Member Representative** (currently, members of the Select Board and ECPAC) would continue to serve on the Coalition's Board of Directors to help oversee the start-up and operation of the agency, provide input regarding the Coalition's public advocacy on matters of policy and regulation, provide feedback and direction to the Coalition's service providers and staff as operations and customer services evolve over time, and report back regularly regarding the performance of Exeter Community Power and on any matter that warrants attention or requires action by the Select Board.
- **The Select Board** would review and approve the CPCNH Member Cost Sharing Agreement (which would specify the Town's choice of services that Exeter Community Power would rely on CPCNH to provide) along with the Energy Risk Management and Financial Reserves ~~pPoliciesy~~ prepared by CPCNH (which would govern the program's power procurement and rate-setting decisions). The Select Board may also delegate certain decision-making authorities to the Town Manager and/or Exeter's appointed Member Representative, from time to time, as required to carry out their oversight responsibilities on behalf of Exeter Community Power.
- **The Community Power Coalition of New Hampshire** ~~would-has~~ issued a competitive solicitation for the services and credit support necessary to operate the new power agency ~~-and would-will thereafter~~ be relied upon to procure electricity and provide all the services required to launch and operate Exeter Community Power (alongside the programs of other participating municipalities across the state). Note that the Coalition would manage Exeter's power supply in accordance with the aforementioned

agreements and policies approved by the Select Board (which would, for example, stipulate the Town's choice of how to balance considerations of cost versus higher renewable power content).

- **The Community Power Coalition of New Hampshire's Board of Directors** would govern the power agency to ensure that the power agency provides the services necessary to carry out each of its members stated policy requirements, such as: increased renewable and local power sources, competitive rates, the accrual of financial reserves, and the promulgation of local programs. The Coalition's Board would carry out its responsibilities in accordance with the processes specified in the Coalition's Joint Powers Agreement, including by establishing a number of committees (also composed of Member Representatives) that meet regularly to provide additional oversight over specific areas of focus — such as the Executive Committee, Finance Committee, Governance Committee, Member Operations and Engagement Committee, Regulatory and Legislative Affairs Committee, and Risk Management Committee. For example, the Risk Management Committee (which includes one of Exeter's appointees) has been tasked with managing the competitive solicitation for services and credit support described above.
- **Unitil:** Unitil will continue to own and operate the distribution grid and be responsible for delivering power to all customers within the Town through that system and, in most cases, for billing Exeter Community Power customers for electricity use. As they are now, customers will be charged for utility delivery services at rates set by the Public Utilities Commission.

D. Administration

The administration will be carried out based on the division of responsibilities and tasks as described in the previous section.

E. Methods for Entering into and Terminating Agreements

This Electric Aggregation Plan authorizes the Exeter Select Board to negotiate, enter into, modify, enforce, and terminate agreements as necessary for the implementation and operation of Exeter Community Power and to delegate such authorities to the Town Manager and/or the Town's appointed CPCNH Member Representative as they deem appropriate.

F. Termination of the Community Power Program

There is no planned termination date for Exeter Community Power. As envisioned, it will continue for as long as its goals are being achieved and electric customers in Exeter are deriving the intended benefits from the program.

The program may be terminated by affirmative vote of the Town Legislative Body (Town Meeting). Following termination, the Exeter Community Power Program would cease operations after satisfying any obligations contractually entered into prior to termination, and after meeting any advance notification period or other applicable requirements in statute or regulation. Upon cessation of operations, participating customers would either be transferred to default service provided by Unitil or to a competitive electric power supplier of their choosing.

In the event of a decision to terminate the program, Exeter Community Power will provide at least 90 days advance notice regarding the planned termination of the program to participating customers, the Community Power Coalition of NH, the Public Utilities Commission and Unitil.

Upon termination, the balance of any funds accrued in the program's financial reserve fund and other accounts, if any, would be available for distribution or application as directed by the Exeter Select Board and in accordance with any applicable law and regulation.

5. Customer Participation

A. Notification and Enrollment

Prior to launch of Exeter Community Power, a written notification will be mailed to every Unitil retail electric customer in the Town. The Notice will contain instructions on how to "opt-out" or request to "opt-in" to the program, depending on whether they currently are on default service provided by Unitil or take service from a Competitive Electric Power Supplier:

Customers already served by Competitive Electric Power Suppliers will be notified and may request to "opt-in" to the program; and

Customers currently on default service provided by Unitil will be notified, provided the opportunity to decline participation, and thereafter transferred to Exeter Community Power if they do not "opt-out".

The notice will contain all required details regarding the Exeter Community Power Program, including a description of the program, the implications for Exeter, and customer rights and responsibilities under the program, including instructions for how to enroll in an optional program or product (see Section 7). The notice to customers on Unitil default service will additionally include the initial fixed rate and all charges for the program's default service that will apply.

All notices will be mailed to customers at least 30 days in advance of program launch and provide instructions for customers on how to opt-out or request to opt-in to the program (for example, by return postcard, calling a phone number or using a web portal). All such information and notifications will also be made available on the Town's website section established for the Community Power Program.

Optional products, such as energy supplies that have increased renewable power content in excess of the Renewable Portfolio Standard (RPS) content of the program's default product and other energy services may be offered on an "opt-in" basis. We expect those optional offerings, in addition to other related services, to develop and expand over time.

G. New Customers

After the launch of Exeter Community Power, and subject to applicable rules established by the Public Utilities Commission, new customers will be periodically notified by Exeter Community Power or its vendors, provided

with the default service rates of both Unitil and Exeter Community Power, and transferred onto Exeter Community Power default service, unless they choose to “opt-out” and take service from Unitil or a Competitive Electric Power Supplier.

H. Opting-out of Exeter Community Power

Customers enrolled in the Exeter Community Power default service may opt-out of the service at any time, by submitting a request to transfer back to Unitil default service or to a Competitive Electric Power Supplier of their choosing. Such requests must be submitted with adequate notice in advance of the customer’s next regular meter reading by their distribution utility (Unitil), as if the customer were on utility-provided default service or as otherwise provided for by the Public Utilities Commission. (Customers requesting a transfer on dates other than their next available regular meter reading date may be charged an off-cycle meter reading and billing charge.)

Customers that have opted-in to an optional service product offered by Exeter Community Power may switch back to the Unitil default service or to a Competitive Electric Power Supplier, however, such optional service (for example an opt-up energy supply with higher percentage of renewable energy content) may be subject to different terms and conditions including longer cancellation notice requirements. This would be the case, for example, if an optional energy service had cancellation policies that differed from the default service or that had a specific contract term. Such terms and conditions will be disclosed in advance and as part of the service agreement.

I. Rights and Responsibilities of Program Participants

All participants will have available to them the same customer protection provisions of the law and regulations of New Hampshire, including the right to question billing and service quality practices, as they do under the existing default energy service option with Unitil. Customers will be able to ask questions of and register complaints with the Town, Unitil, and the Public Utilities Commission. As appropriate, customer complaints will be directed to either the Community Power Coalition of New Hampshire, or the broker / service provider / competitive supplier, or to Unitil or the Public Utilities Commission.

Participants will continue to be responsible for paying their bills and for providing access to their utility meter and other equipment necessary to carry out utility operations. Failure to do so may result in a customer being transferred from Exeter Community Power back to Unitil (the regulated distribution utility and provider) for default energy service, payment collections and utility shut offs under procedures subject to oversight by the Public Utilities Commission.

J. Customer Data Privacy

Exeter Community Power shall maintain the confidentiality of individual customer data in compliance with its obligations as a service provider under RSA 363:38 (privacy policies for individual customer data; duties and responsibilities of service providers) and other applicable statutes and Public Utilities Commission rules. Individual customer data includes information that singly or in combination can identify a specific customer including the individual customer’s name, service address, billing address, telephone number, account number, payment information, and electricity consumption. Such individual customer data will not be subject

to public disclosure under RSA 91-A (access to governmental records and meetings). Suppliers and vendors for Exeter Community Power will be contractually required to maintain the confidentiality of individual customer data pursuant to RSA 363:38, V(b). [Appendix 9, Customer Data Protection Plan, details the reasonable security procedures and practices that the Town and Exeter Community Power will employ to protect individual customer data from unauthorized access, use, destruction, modification, or disclosure.](#)

Aggregated or anonymized data that does not compromise confidentiality of individual customers may be released at the discretion of Exeter Community Power and as required by law or regulation.

K. Electric Assistance Program Eligibility

The statewide Electric Assistance Program (EAP) provides qualifying customers with a discount on their monthly electric bill ranging from 8% to 76% depending on income and other factors. Exeter Community Power will support income eligible and enrolled customers in the Electric Assistance Program in the same manner as they are now so that they continue to receive qualifying discounts.

Electric Assistance Program discounts for all eligible electric utility customers in New Hampshire are funded by all ratepayers as part of the System Benefits Charge, which is charged to all customers and collected by the electric utilities as part of their electric service and distribution charge.

At present, the Public Utilities Commission and utilities only support provision of the discount to individual customers when the customer's electricity supply charges are billed through the distribution utility. Exeter Community Power plans to rely on Unitil to bill customer accounts enrolled in the Electric Assistance Program. Therefore, the establishment of Exeter Community Power will result in no change in the provision or funding of this program.

L. Universal Access, Reliability and Equitable Treatment for Customers

The Plan provides for universal access for all customers by guaranteeing that all customer classes will be offered service under equitable terms and that all retail electric customers will have reliable access to the program. All customers presently enrolled in Unitil's default service supply will be eligible for automatic enrollment in the program, and they will be automatically enrolled in the Program unless they choose to opt-out. All customers enrolled in the program's default service will have the right to opt-out at any time with no opt-out charge.

As required by law, the program will ensure the equitable treatment of all classes of customers, subject to any differences arising from their varying opportunities and tariffs. Customers will be treated the same based on their circumstances. For example, any customers that request to opt-in after initially declining the opportunity to participate during the initial enrollment period may be offered rates that reflect how market prices have changed in the intervening period.

M. Education and Outreach

An Education and Outreach Plan will be implemented to fully inform and educate potential customers and participants in advance of enrollment in the Community Power Program. The purpose of the Education and

Outreach Plan is to raise awareness and provide retail electric customers with information concerning their opportunities, options and rights for participation in the Program.

Upon approval of this Plan, and prior to the start of the Community Power Program, a formal Education and Outreach Plan will be developed and implemented consisting of several components:

- **Initial Outreach and Education:** This will be conducted in advance of mailing customer notifications. It is intended to promote general awareness of the upcoming program, minimize any questions generated by the arrival of the customer notification and maximize recipients' ability to make an informed choice about their participation in the Program. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components, and the opt-out process.
- **Customer Mailed Notification:** as described in Section A above, mailed customer notices will be a key component of Exeter Community Power's initial outreach and education initiative.
- **Opt-Out Period Education & Outreach:** The opt-out period will last a minimum of 30 days from the date of mailing of customer notifications. After notices have been sent, the Program will continue its education and outreach to provide residents and businesses the opportunity to learn more and find answers to key questions relating to their decision to opt-out or enroll in one of the optional products of the program. This will include, at a minimum and per RSA 53-E, a public information meeting within 15 days of sending written customer notifications.
- **Marketing Plan for Launch:** This component identifies the steps the Program may take in marketing, including identification of media and other community resources, examples of education and outreach documents, and an expected timeframe for the outreach effort.
- **Ongoing Outreach & Education:** Outreach and education activities will continue following Program launch. Key elements may include:
 - Program performance, particularly relating to competitive market prices, financial status and adoption of optional program products.
 - On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law ("Opt-Up campaigns"). Increasing participation in these products will serve the stated Program goals to expand new renewable energy and increase overall renewable energy use.
 - Promotion and support of the NHSaves energy efficiency program, and other energy efficiency, weatherization programs and development of local alternative energy generation.

6. Operation and Funding

A. Operations

Exeter Community Power will contract with qualified vendors and carefully vetted suppliers to provide the services, credit support and electricity required to launch and operate the program.

This plan assumes, but does not require, that Exeter Community Power will participate fully in the Community Power Coalition of New Hampshire (CPCNH) by contracting operational services and power supplies jointly with other participating Community Power programs. Alternatively, the Town may choose to contract with a private third-party entity for services required and will formally evaluate the benefits and costs of each option.

CPCNH or the third-party contractors will be expected to fund the upfront cost of implementing Exeter Community Power, the expense of which will be amortized and recovered in the program's rates and charges to participating customers. The Program may also seek opportunities to apply for grant funding, either independently or through CPCNH.

Services provided by CPCNH or third-party entities required to launch and operate the program may include the following:

Procurement of energy supplies;

Energy portfolio risk management services;

Wholesale load-serving entity services;

Electronic data interchange services with the utility; and

Customer data management, billing, contact management and communications (such as posting notifications, managing a call center and website, etc.).

Additional support services such as management and planning, budgeting and rate setting, local project development support, regulatory compliance, and legislative and regulatory engagement services (on matters that could impact the program and participating customers) will be addressed through a combination of CPCNH staff support and/or third-party services.

Exeter Community Power will provide "all-requirements" electricity supply for its customers, inclusive of all of the electrical energy, capacity, reserves, ancillary services, transmission services (unless otherwise provided for by Unitil), transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to participants and meet the requirements of New Hampshire's Renewable Portfolio Standard.

Electricity supply contracts will be executed or guaranteed by investment-grade entities, and suppliers will be required to use proper standards of management and operations, maintain sufficient insurance and meet appropriate performance requirements.

Additionally, RSA 53-E provides Community Power programs with authorities pertaining to meter ownership, meter reading, billing, and other related services. These authorities provide Exeter Community Power with the practical ability to help customers adopt and use innovative technologies (for example, building energy management, smart thermostats, backup battery storage systems, controllable electric vehicle chargers, etc.)

in ways that save money, manage load, enhance grid resiliency and reduce the reliance on fossil fuels in our power supply.

While a broad range of innovative services are possible through community power, the implementation of these features and services will take some time to develop. Time is needed both to build the capacity to add these services but also to allow the Public Utilities Commission to adopt enabling rules and coordination with Unitil to adapt existing meter and billing system processes. Refer to section 7-A below for Exeter Community Power's near-term goals for its startup phase.

[Additional information on how Exeter Community Power will implement Load Serving Entity \(LSE\) services is found in Appendix 8, How Load Serving Entity Services will be Implemented.](#)

N. Costs, Funding and Rate Setting

All costs of the Exeter Community Power Program will be recovered in the rates and charges paid by participating customers, under the terms of either the CPCNH Member Cost Sharing Agreement or the Electric Service Agreement negotiated by a third party community power broker / service provider with a Competitive Electric Power Supplier (CEPS).

As stipulated by RSA 53-E, customers who choose not to participate in Exeter Community Power shall not be responsible for any costs associated with the program, apart from incidental costs incurred by the Town prior to the point at which the program starts producing revenue from participating customers. Incidental costs may include the cost associated with planning the establishment of Community Power, reviewing service contracts or the Coalition Joint Powers Agreement by the town attorney, but not any operational or capitalized costs of the program. Those cost are paid only by the participants.

Exeter Community Power will only launch if it is able to offer default rates that are initially lower than or competitive with the fixed energy service charge rates offered by Unitil for residential and general service customers (rate schedules D and GS-2). Going forward the program will strive to maintain competitive rates for all default service customers, as well as customers who opt-in or opt-up to receive optional retail products, while also working to achieve the program's goals. As stated earlier, a major focus of the Program, as set forth in this Plan is to make renewable electric source more available, accessible and affordable to Exeter customers.

In consultation with CPCNH, or the third party broker / service provider, and the Energy Aggregation Committee, the Select Board will adopt ~~an~~ Energy Risk Management ~~Policy~~ and Financial Reserve ~~p~~Policiesy to govern the program's power procurement and rate-setting decisions. Rates will be set at a level such that revenues from participating customers are projected to meet or exceed the ongoing operating and capital costs of the program.

To ensure the financial stability of Exeter Community Power, a portion of revenues will be deposited in a financial reserve account. In general, the fund will be restricted for uses such as:

In the near-term, maintain competitive customer rates in the context of price fluctuations in the electricity market and other factors;

In the medium term, as collateral for power purchase agreements (including for the development of new renewable and battery storage projects), and for additional credit enhancements and purposes that lower the program’s cost of service; and

Over the long term, may also be used to directly fund other program financial requirements, or to augment the financing for development of new projects and programs in the later years of the program, subject to the Select Board’s approval.

Changes to the program’s default service rates shall be set and publicly noticed at least 30 days in advance of any rate change. Meetings at which rate changes are considered will be public meetings, noticed in two public places at least 10 days in advance of the meeting.

7. Planned Product Options for Electricity Supply

A. General Approach

As stated earlier, some of the broader benefits of Exeter Community Power (see Section 2) will develop over time. The program’s immediate objectives are: (1) to offer competitive default supply rates with higher renewable energy content, (2) accrue operational reserves sufficient to ensure long-term financial stability, (3) offer voluntary products that retail customers may opt-up to receive, such as higher Renewable Portfolio Standard (RPS) power, and (4) to set Net Energy Metering supply rates that at levels that allow local customer-generators (e.g. homes with solar panels or geothermal systems) to participate in the program.

The first phase in the startup of Exeter Community Power will focus on balancing competitive electric rates, renewable power content and the accrual of program reserves to meet these objectives.

O. Planned Initial Electric Supply Options

The table below provides an illustrative example of a default service product and optional “opt-up” products that could be offered to customers:

		OPTIONAL PRODUCTS	
		Green Start ("Opt-Up" Option)	Green Prime ("Opt-Up" Option)
Attributes	DEFAULT SERVICE (automatic enrollment)		
	Goal: 5-10% above Renewable Portfolio Standard (RPS)	~50% Renewable	~80-100% Renewable
Price	Meet or beat default utility rate at launch	Higher or competitive w/ default utility rate	Exceeds default utility rate

The products that Exeter Community Power initially offers to customers, and the rates charged for each product, will be refined and finalized in advance of program launch and as power purchase agreements are negotiated by the CPCNH or third party service providers on behalf of the Town.

P. Renewable Portfolio Standard Requirements

New Hampshire's Renewable Portfolio Standard (RPS) requires all electricity suppliers to obtain renewable energy credits ("RECs") for four distinct "classes" of renewables, each distinguishing between different technologies and dependent upon the year that the generators came online.

For 2021, Unitil is required to include 21.6% renewable energy in their energy supply. This minimum compliance requirement will increase incrementally to 25.2% by 2025 and remain fixed thereafter, absent an increase in the RPS.

Exeter Community Power will seek to procure voluntary renewables in excess of the RPS minimum requirements from "Class I" resources (as defined in Attachment 3). Additionally, the program could prioritize including as much renewable energy sourced from generating resources located in New Hampshire and New England as possible.

8. Inventory of Customer Electric Demand in Exeter

Electricity customers are classified into three broad categories in the table below (Municipal, Residential, and Commercial & Industrial), which shows the total number and annual electricity usage of all customers within Exeter. As of the drafting of this plan, we do not have information about the number of customers in each category currently use the Unitil default energy service versus those who already purchase electricity from a competitive supplier. Note that only non-municipal customers that are receiving Unitil default service would be automatically enrolled on an "opt-out" basis into the Exeter Community Power service.

System wide, according to recent "Customer Migration" PUC filings by Unitil, approximately 89% of all customers and 61% of annual kWh usage are classified under default supply. More detailed standardized demand data will be obtained from Unitil in advance of initiating procuring electricity. Refer to "Customer Data Privacy" in Section 5 above and Appendix 9, Customer Data Protection Plan for details on how data confidentiality will be maintained in compliance with applicable statutes and regulations.

CUSTOMER ACCOUNT AND USAGE DATA - EXETER

	<u>Unitil</u> <u>ALL CUSTOMERS</u>		<u>Unitil Default Supply</u> <u>Customers</u> (Eligible for Opt-Out Notifications & Automatic Enrollment)		<u>Competitive Supply</u> <u>Customers</u> (Eligible for Opt-In Notifications & Voluntary Enrollment)	
	Customer Accounts	Annual Usage (MWh)	Customer Accounts	Annual Usage (MWh)	Customer Accounts	Annual Usage (MWh)
Municipal	820	7,348.1	TBD	TBD	TBD	TBD
Residential	7305	51,727.9	TBD	TBD	TBD	TBD
Comm & Ind	1083	89,075.2	TBD	TBD	TBD	TBD
Total	9208	148,151.2	TBD	TBD	TBD	TBD

Source: Unitil; information for 2020 calendar year.

9. Relationship with Community Power Coalition of New Hampshire (CPCNH)

Exeter is a founding member of the Community Power Coalition of New Hampshire (“the Coalition” or “CPCNH”), a Joint Powers Agency authorized under RSA 53-A (“Agreements Between Governments: Joint Exercise of Powers”) that will operate on a not-for-profit basis. RSA 53-A enables groups of communities to exercise the same powers that they are authorized to do individually.

Exeter has appointed representatives to the Coalition’s Board of Directors to help oversee and govern the new power agency. All meetings are subject to NH’s Right to Know Law and open to the public.

The Coalition was created to facilitate community power programs in towns, cities, and counties across New Hampshire. Specifically, the Coalition was established to assist in the following ways:

Access the resources and support required to streamline the process of establishing an Electric Aggregation Committee, drafting an Electric Aggregation Plan and approving a new Community Power program.

Jointly solicit and contract for third-party services and staff support to launch and operate Community Power programs, without requiring any upfront costs or imposing any financial liabilities on participating communities.

Participate in joint power solicitations and local project development opportunities.

Share knowledge and collaborate regionally on clean energy and resilient infrastructure development at the community-level throughout the state.

Advocate for Community Power Programs with the Legislature, and Public Utilities Commission and state agencies on public policy issues related to energy and Community Power.

The Coalition is governed by its community members under a joint powers agreement executed by each member with a voluntary and flexible membership structure. It is organized for the purpose of providing cost competitive electricity services on a statewide basis. See [Appendix 67](#) for additional information about the Coalition.

This Aggregation Plan assumes, but does not require, that the Exeter Community Power program will rely upon the Coalition's member services to launch and operate the program. Based on the design and projected size of the Coalition, the Aggregation Committee anticipates that implementing community power in Exeter through CPCNH will result in cost savings, less need for town staff support and enhanced future access to innovative energy projects and services. However, the Select Board retains the authority to contract for any and all required program services and electricity supplies, and to pursue program implementation and future projects independently of the Coalition.

10. Net Metering Compensation

Net metering process in New Hampshire is governed by RSA 362 A. Under the provisions of this statute, customers who install renewable generation or qualifying combined heat and power systems up to 1,000 kilowatts in size are eligible to receive credit or compensation for any electricity generated onsite in excess of their onsite usage.

Any surplus generation produced by these systems flows back into the distribution grid and offsets the electricity that would otherwise have to be purchased from the regional wholesale market to serve other customers.

Currently, customer-generators are charged their full retail rate for electricity supplied by Unitil and receive credits for electricity they export to the grid based on Unitil's Net Energy Metering (NEM) tariffs.

Exeter Community Power, as governed by applicable PUC rules and guidance, intends to provide rates and terms that compensate participating customer-generators for the electricity supply component of their net metered surplus generation.

Customer-generators will continue to receive any non-supply related components (e.g., transmission and distribution credits) directly from Unitil, as specified under the terms of their applicable net energy metering tariff.

Certain aspects of administering net energy metering will require coordination between Unitil and Exeter Community Power. The enabling services and strategies that Exeter Community Power may pursue, in order to benefit and encourage customers to adopt distributed generation, include but are not limited to:

- Dual-billing customer-generators separately for supply services;
- Offering time-varying rates and alternative credit mechanisms to compensate customers for surplus generation;

- Streamlining the establishment of new Group Net Metering and Low-Moderate Income Solar Project groups;
- Facilitating interval meter and Renewable Energy Certificate (REC) meter installations for customer-generators; and
- Engaging at the Legislature and Public Utilities Commission to advocate for upgrades and reforms to metering and billing infrastructure and business processes to enable Net Energy Metering and other innovative services to benefit customer-generators.

Exeter Community Power's exact terms, conditions, and rates for compensating and crediting different types of Net Energy Metering customer generators in Exeter are not established at this time and will be set at duly noticed public meetings and fully disclosed to all prospective Net Energy Metering customers through the program's enrollment and rate setting notification processes as outlined in Sections 5 and 6.

11. Public Input Process

Efforts to inform the public about community power have already begun. The Exeter Community Power Aggregation Committee (ECPAC) has produced a brochure explaining community power programs and how Exeter might benefit from participation. In addition, ECPAC hosted a panel discussion aired on Exeter TV in which members of the Committee, a representative from Unitil, the town manager of Hanover and a founding member of the Community Power Coalition of NH addressed a set of frequently asked questions as well as questions from the viewing audience. Both the brochure and the panel's Q/A can be accessed on the ECPAC website and are included in the Appendix of this Plan.

Public Hearings required by RSA 53E took place on November 29, 2021 and December 13, 2021. These hearings were held to inform the public about community power in general, to explain the important features of Exeter's electric aggregation plan (EAP), and to invite questions, comments and input from the public on the draft EAP. Should the Exeter Select Board recommend the adoption of Exeter's EAP in a warrant article for town vote, members of ECPAC will be present at the deliberative session to hear comments and answer questions from town voters. If the town votes to accept the community power plan, ECPAC will then conduct additional efforts to reach out to the community, specifically to fully inform and educate potential customers and participants in advance of the implementation of the program. Specific steps for outreach that will be taken during program implementation are outlined in Section 5.H. above.

12. Amending the Electric Aggregation Plan

From time to time, it may be necessary to amend the Exeter Community Power Aggregation Plan. As provided for in RSA 53-E:7, such amendments or modifications to the Plan itself or to the electric aggregation program it establishes, once adopted by Town Meeting, may be made by the Select Board. Such amendments to the plan or program may be made following a duly noticed public hearing at which the amendments or modifications are presented.

13. APPENDICIES

1. Community Power Enabling Statute (RSA 53-E)
2. Public Information Materials
3. Community Power Survey
4. Exeter Community Power Question and Answers Script
5. Public Hearing Notice
6. Overview of the Community Power Coalition of New Hampshire
7. Available Utility Data
8. How Load Serving Entity Services will be Implemented
9. Customer Data Protection Plan

APPENDIX 1: COMMUNITY POWER ENABLING STATUTES AND AMENDMENTS

RSA 53-E

Aggregation of Electric Customers by Municipalities And Counties

HB 315

(Amendments to RSA 53-E and related statutes adopted June 24, 2021)

***AN ACT relative to the aggregation of electric customers and municipal host customer generators serving
political subdivisions***

APPENDIX 2: PUBLIC INFORMATION MATERIALS

APPENDIX 3: COMMUNITY POWER SURVEY

**APPENDIX 4: EXETER COMMUNITY POWER QUESTION AND ANSWERS
SCRIPT**

APPENDIX 5: PUBLIC HEARING NOTICE

APPENDIX 6: Overview of Community Power Coalition of New Hampshire



Exeter is a founding member of the Community Power Coalition of New Hampshire (CPCNH), a nonprofit joint powers agency authorized under RSA 53-A and governed by participating communities under the terms of the Joint Powers Agreement unanimously approved by Exeter's Select Board on May 10, 2021.

The Joint Powers Agreement is available on the Coalition's webpage (<https://www.cpcnh.org/about>). The agreement includes the nonprofit's Bylaws and Articles of Agreement, and details the common purpose, authorities, structure, Board of Directors, committees, cost sharing principals, liability protections, and other aspects of the organization.

Joint powers agencies are governed by communities, operated on a not-for-profit basis, and allow Community Power programs to voluntarily join forces to take advantage of economies of scale and shared services to boost operational efficiencies.

The public power industry has created over seventy joint powers agencies in the last fifty years, and several hundred local governments operate Community Power programs through joint powers agencies or comparable collaborative governance structures in Massachusetts, New York, Ohio, Illinois, and California.

The experience of these markets demonstrates that the economics of joint purchasing can enable access to advanced services and expertise for participating Community Power programs, which helps keep power rates competitive and supports long-term financial stability.

Coalition Governance Structure

The Coalition was incorporated on October 1, 2021 by the following founding local government Members: the cities of Lebanon, Nashua and Dover; the towns of Hanover, Harrisville, Exeter, Rye, Warner, Walpole, Plainfield, Newmarket, Enfield and Durham; and Cheshire County (<https://www.cpcnh.org/incorporation-article>). The city of Portsmouth and the towns of Hudson, New London, Pembroke and Webster joined after incorporation.

Municipalities that adopt the Joint Powers Agreement in the future may subsequently apply for membership in the Coalition under the terms and procedures provided for under the joint powers agreement.

Each Member has appointed a Director and Alternate to serve on the Coalition's Board of Directors. The Board ~~will~~ directly oversees the initial startup and implementation activities of the Coalition.

Exeter and all founding-other members ~~will be~~ are directly represented on the Coalition's Board until more than twenty-one (21) members join, at which point directors will be elected by vote of the members'

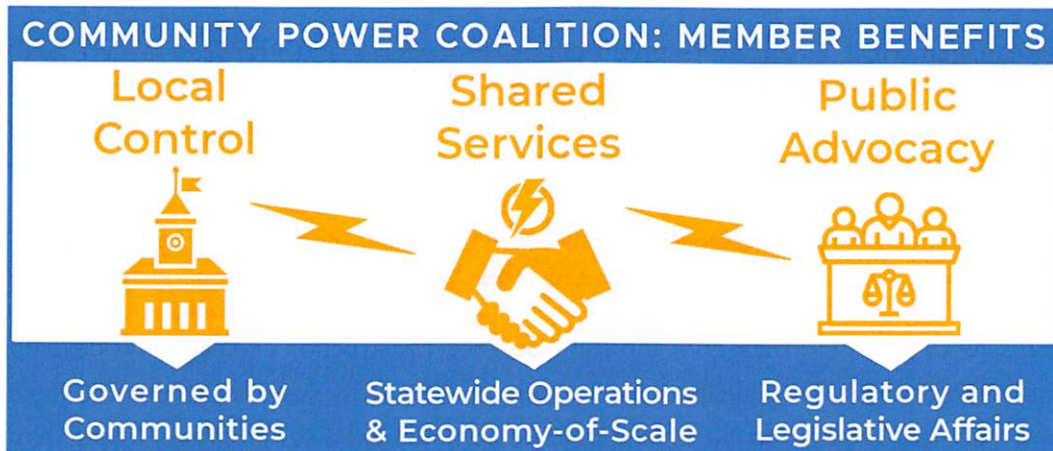
representatives at annual meetings (with a Board size of between 11 and 21 representatives, at the members' direction).

Additionally, to exercise more regular oversight over specific aspects of the joint powers agency, the Coalition will have six standing committees: Executive, Finance, Audit, Regulatory and Legislative Affairs, Risk Management and Governance. The Board may also establish ad-hoc committees — and has already established the “Member Operations & Advisory Committee” as such — and each direct project that members choose to pursue in the future will be overseen by a committee specific to that project.

All meetings of the Coalition are posted online (<https://www.cpcnh.org/calendar>) and comply with New Hampshire’s Right-to-Know Law (RSA 91-A) — the purpose of which is to “ensure both the greatest possible public access to the actions, discussions and records of all public bodies, and their accountability to the people”, based on the recognition that “openness in the conduct of public business is essential to a democratic society.”

Coalition Member Benefits

The Coalition is governed “for communities, by communities” under a voluntary and flexible membership structure, will provide competitive electricity service on a statewide basis, and will strengthen the ability of communities to coordinate effectively on public advocacy issues.



The ~~186~~ city and town members of the Coalition (<https://www.cpcnh.org/members>) represent more than ~~27045,000~~ 27045,000 residents, or about ~~2018~~ 2018% of the population of New Hampshire. To put the anticipated electricity usage of all Coalition Members Community Power programs in context, at full enrollment of all eligible customers, the Coalition would be ~~approximately equivalent-larger~~ in size ~~to-than~~ the default service loads of ~~both~~ Unitil, Liberty Utilities and the New Hampshire Electric Coop on an individual basis, ~~which is larger than Liberty Utilities' default service load~~ and smaller than Eversource (New Hampshire's largest investor-owned distribution utility).

Based on the design and projected size of the Coalition, the Exeter Community Power Aggregation Committee anticipates that implementing community power in Exeter through CPCNH will result in cost savings, lower staff requirements and enhanced access to innovative energy services.

The Exeter Electric Aggregation Plan anticipates relying upon the Coalition’s member services to launch and operate Exeter Community Power, but approval of this plan does not commit the Select Board to doing so. The Select Board retains the authority to contract for any and all required program services and electricity supplies, and to pursue projects independently of the Coalition. (See explanation of alternative program organization models in Section 4 of the Plan.)

The Coalition was created to provide municipalities across New Hampshire with a number of distinct benefits in terms of transparency, scope and cost of Community Power services, regulatory and policy engagement, local program options, quality of energy risk management advice, the accrual of financial reserves sufficient to ensure long-term financial stability, and opportunities to develop new energy projects.

These benefits are summarized in the “Coalition Member Services” and “Regulatory and Policy Advocacy” sections below, and additional details are available online (<https://www.cpcnh.org/services>):

A. Coalition Member Services

The Coalition’s business model has been designed to provide Community Power programs with:

- **Innovative local programs and customer services:** new rates, technologies and services for customers that lower electricity supply costs and risk for the program in aggregate, along with the electricity bills of participating customers from a “full bill” perspective (i.e., inclusive of transmission and distribution charges).
- **Energy Risk Management & Financial Reserve Policies, Procedures and Practices:** expert guidance on energy risk management, procurement of a diversified portfolio of energy contracts, rate setting, and financial reserves — sufficient to ensure the stability and operational continuity of Community Power programs over the long-term (as technologies, market dynamics, risk factors, consumer preferences and energy policies continue to evolve).
- **Development of Renewable and Battery Storage Projects:** joint contracting opportunities for the construction of new renewable and battery storage projects financed under long-term contracts — to diversify program energy portfolios, provide a physical hedge against wholesale market price fluctuations, enhance the resiliency of our electrical grid, and stimulate local construction and economic development.

The Coalition intends to contract with qualified vendors and credit-worthy suppliers to provide the services, credit support and electricity required to launch and operate Community Power programs. These third parties are expected to fund the upfront cost of implementing Community Power programs, the expense of which would be amortized and recovered for a specified term, along with ongoing operating costs, in customer rates.

The extent of services offered by the Coalition is expected to thereafter expand over time, in response to new market opportunities and ongoing regulatory rule reforms, and to meet the local objectives of participating Community Power programs. The Coalition also plans to hire a small number of qualified staff to ensure effective oversight of operations, as well as enhanced transparency and expert management as the Coalition’s business operations evolve.

B. Coalition Public Advocacy

Changes in law and regulations that adversely impact Community Power programs will be a non-trivial source of risk for Exeter Community Power.

Additionally, extending and maintaining the full range of benefits that Exeter Community Power could create for customers will require informed participation and advocacy on energy issues at the Legislature and Public Utilities Commission.

Coordination with other municipalities and Community Power initiatives on matters of common interest through the Coalition have already produced meaningful results in these areas. For example, over the last year, the communities involved in the formation of the Coalition have:

- Participated in the Community Power informal rule drafting process, including by providing the initial and subsequent draft rules for discussion, arranging bilateral meetings with utilities and other stakeholders, and leading significant portions of the subsequent stakeholder workshops at the request of Public Utilities Commission staff.
- Intervened in regulatory proceedings to represent the interests of customers and Community Power programs, such as by advocating for expanded data access in the Commission’s Statewide Data Platform docket (DE 19-197), under which a settlement agreement with the utilities was negotiated and recently submitted to the Public Utilities Commission. (If adopted, the settlement would create a “Statewide Data Platform” to enable data access for customers and Community Power programs, which would be overseen by a Governance Council that includes Coalition representatives.)
- Testified in legislative hearings — and organized hundreds of people, elected officials and civic organizations to register in support of the Coalition’s position on key legislation — in order to successfully negotiate critical amendments to two bills recently signed into law:
 - House Bill 315, which clarifies and expands key Community Power authorities; and
 - Senate Bill 91, which expands battery storage options for customers as well as Net Energy Metering for communities and established a committee to study the creation of a new market that would expand the ability of Community Power programs to buy from in-state generators and battery storage projects (under 5 megawatts in size).

Exeter Community Power will continue and expand on these activities through the Coalition.

Coalition Cost Sharing Structure & Contracting Process

Under the terms of New Hampshire’s Community Power law ([RSA 53-E](#)):

- Community Power programs must be self-funded, with ongoing costs paid for using the revenues generated by participating customers.
- Municipalities are only allowed to incur incidental costs associated with implementing Community Power programs, such as the costs necessary to comply with the Community Power law, up to the time that the program starts to produce revenue from participating customers.

Membership in the Coalition, and the implementation of Exeter Community Power, will not require any upfront cost for the Town other than such incidental expenses (i.e., the staff time, counsel review of agreements, and other costs required to comply with the Community Power law).

To provide the services, credit support and electricity supply required to launch and operate Exeter Community Power:

- The Coalition will administer competitive solicitations on behalf of all participating Community Power programs to contract with qualified vendors and credit-worthy suppliers.

- Vendors are expected to fund and self-manage the upfront cost of launching Community Power programs, under at-risk and performance-based contract structures with payments contingent upon successful launch.
- Program implementation costs for Exeter, along with ongoing operational and power procurement expenses, will be factored into the customer rates adopted by the Select Board and be recovered from the revenues received from participating customers after the launch of Exeter Community Power.

Similar solicitations and at-risk, performance-based contract structures have been used to successfully launch and operate new joint powers agencies in other Community Power markets.

Exeter's representatives on the Coalition's Board of Directors ~~will~~are participatinge in the solicitation of services, agency startup activities and the development of a cost-sharing agreement with other founding members.

The Coalition's Joint Powers Agreement provides certain requirements regarding how costs will be tracked and shared across participating Community Power programs, which will guide the development of the Coalition cost-sharing agreement:

- Costs will be tracked in three distinct categories: direct project costs, member services, and general and administrative costs (which are overhead costs that are not associated with any specific project or member service);
- Member cost-sharing agreements will be the same in all material respects: general and administrative costs will be allocated based on each Community Power program's share of total electricity usage each year, while each member will choose and separately pay for the costs of specific services and projects (under terms that reflect a fair allocation across all the members that chose the same services and projects); and
- The debts, liabilities and obligations of the Coalition, and of other participating Community Power programs, will be non-recourse to Exeter (unless expressly agreed to by the Select Board under Exeter's Cost Sharing Agreement or a Project Contract).

The Coalition intends to contract for all the services required to launch and operate member Community Power programs, which is expected to enable access to advanced services and expertise at least cost for Exeter Community Power. However, note that:

- The Town will be under no obligation to rely on the services provided through the Coalition until the Select Board executes the Coalition's cost-sharing agreement and chooses which services will be provided through the Coalition.
- At that time, the Select Board may decide to rely on the Coalition for all or a subset of the services required to launch and operate Exeter Community Power. Additionally, if the Select Board decides to rely on the Coalition to provide all-requirements electricity supply to Exeter Community Power's customers, the Select Board will also review and adopt ~~an~~ Energy Risk Management and Financial Reserves pPoliciesy provided by the Coalition. The program's power procurement will be governed by this agreement, such that the Coalition will, for example, procure power with the renewable content specified by the Town and balance cost objectives to meet the program's rate-setting goals.
- Alternatively, the Select Board could decide to withdraw from the Coalition entirely, prior to executing the cost-sharing agreement, and launch Exeter Community Power independently.
- Lastly, after Exeter Community Power launches, the Town could still decide to procure certain services independently or to withdraw from the Coalition at a future date, subject to the terms, conditions and any

continuing obligations specified in the cost-sharing agreement approved by the Select Board.

Decisions made by the Select Board regarding how to best implement and operate Exeter Community Power, including the execution of the Coalition cost-sharing agreement and selection of services provided through the Coalition, will be made at duly noticed public meetings.

Coalition Energy Risk Management & Financial Reserves Policies

Exeter Community Power's ability to maintain competitive rates, as market prices and Unitil's default rates change over time, is a primary goal for the program. Competitive rates will significantly reduce the risk that customers opt-out of Exeter Community Power and allow the program to achieve our medium- to long-term goals.

To that end, working with the other members of the Coalition, Exeter Community Power will adopt an Energy Risk Management and Financial Reserves Policy. The purpose of this policy is to:

- Ensure that Exeter Community Power allocates customer revenues in ways that balance our community's goals and objectives over the short-to-long term; and
- Define how the Coalition will conduct energy risk management, procurement and market operations on behalf of Exeter Community Power (so that the Coalition remains in compliance with our policies).

Combined with the operational procedures and practices of the Coalition's business model, these policies are designed to ensure that Exeter Community Power and all participating members of the Coalition will be able to:

- Foresee, forecast and adequately plan for adverse contingencies (such as power supply shocks, economic downturns and changes in policy and regulations);
- Structure and manage a diversified portfolio (or "book") of physical and financial energy contracts in order to (1) hedge price risk in an optimal fashion by assessing the cost of entering into forward contracts against the risk of wholesale market price exposure, (2) transact quickly to take advantage of changing market conditions and (3) incorporate energy contracts from a variety of preferred sources (e.g., renewables and battery storage assets, local generators, customer-generators and demand response programs, etc.);
- Maintain competitive rates, and additionally set aside funds to accrue financial reserves, while also implementing local programs (designed in ways that lower portfolio costs and risk factors);
- Draw on financial reserves or credit support sufficient to maintain (1) rate stability for participating customers and (2) adequate cash flow for the Coalition's operations over the course of any adverse events and periods.

As Exeter Community Power accrues financial reserves, the Coalition will be able to facilitate additional ways to lower costs, create new value, and further enhance the financial stability of the program. As one example, the accrual of sufficient reserves will allow Exeter Community Power to begin self-providing the collateral required for wholesale power market transactions and power purchase agreements. This will lower the capital costs and risk premiums otherwise embedded into the price of power contracts negotiated by the Coalition. Similarly, the Coalition also intends to facilitate joint project development opportunities across participating Community Power programs, and to explore opportunities to jointly satisfy collateral obligations within these arrangements.

Lastly, the combination of the Coalition’s approach to energy portfolio risk management and the accrual of sufficient financial reserves by participating members is what will enable Exeter Community Power to enter into long-term contracts — in order to construct new renewable and battery storage projects.

Coalition Design & Start Up Process To-Date

The Coalition “Organizing Group” was initially convened in December 2019, with communities interested in Community Power meeting regularly to research national best practices and explore the viability of establishing a collaborative nonprofit to share services across municipalities and counties:

- The Coalition’s initial Organizing Group consisted of the cities of Lebanon and Nashua, the towns of Hanover and Harrisville, and Cheshire County;
- Technical and community advisors included representatives from both Thayer School of Engineering and Tuck School of Business at Dartmouth, the Monadnock Sustainability Hub, Clean Energy New Hampshire, Growing Edge Partners and Community Choice Partners, Inc.;
- Activities were carried out in four working group tracks: Governance Agreements, Regulatory and Policy Engagement, Design and Implementation, and Community Engagement.

Members of the Coalition’s Organizing Group have:

- Participated in the Community Power informal rule drafting process, including by providing the initial and subsequent draft rules for discussion, arranging bilateral meetings with utilities and other stakeholders, and leading significant portions of the subsequent stakeholder workshops at the request of Public Utilities Commission staff;
- Intervened in regulatory proceedings and legislative hearings to represent the interests of communities and customers, such as by advocating for expanded data access in the Commission’s Statewide Data Platform docket, DE 19-197, and successfully negotiating the clarification and expansion of key Community Power authorities in House Bill 315;
- Assessed power agency design best practices — in terms of public governance and competitive operating models — by interviewing elected officials, senior staff and vendors operating Community Power programs in other states, along with representatives from public power associations (such as the American Public Power Association and the Vermont Public Power Supply Authority) and other industry experts; and
- Hosted a virtual summit on Community Power that was attended by over eighty representatives from thirty-one municipalities, collectively representing one-quarter of the state’s default electricity market.

The City of Lebanon, using grant funding and in collaboration with the Organizing Group executed legal, community engagement and professional service contracts to help formally establish and implement the Community Power Coalition of New Hampshire.

A. Joint Powers Agreement Drafting Process

The Organizing Group began by surveying other Community Power states and the broader public power industry, assessed the legal and governance structure of a selection of successful nonprofit power agencies that provide services to multiple municipal members, and interviewed staff and elected officials involved.

After discussing joint governance issues and reviewing the governance documents of comparable entities, the Organizing Group created a draft Joint Powers Agreement for the Coalition in July 2020. In September 2020, the City of Lebanon and Town of Hanover, in collaboration with the Organizing Group, reviewed six responses

to a Request for Qualifications and retained the legal services of Duncan, Weinberg, Genzer & Pembroke, P.C. (DWGP). The firm was hired to provide advice on key aspects of joint power agency governance and to finalize the Coalition's Joint Powers Agreement, in compliance with RSA 53-A., with additional support provided by New Hampshire counsel on a subcontracted basis. DWGP are national leaders with over 50 years in public power legal guidance, and the project was led by DWGP President Michael Postar Esq.

The Joint Powers Agreement was finalized in December 2020.

C. Community Outreach and Implementation Process

In February 2021, the City of Lebanon, using previously secured grant funding and in collaboration with the Coalition's Organizing Group, contracted with Henry Herndon (formerly the Director of Local Energy Solutions at Clean Energy New Hampshire) and Samuel Golding, President of Community Choice Partners, Inc., to provide implementation support services prior to launch.

Mr. Herndon ~~is was enlisted to~~ facilitate branding and policy communication efforts, drafting an outreach strategy, compiling resources and facilitate the engagement of prospective members, and onboarding new members and their representatives throughout the state to the Coalition.

Mr. Golding ~~is advising was enlisted to advise~~ on Community Power rule development at the Public Utilities Commission and other regulatory and legislative affairs, drafting Electric Aggregation Plans and supporting municipalities through the local approval process, creating educational materials and presentations, drafting a business plan and budget for the Coalition, advising on Board policies and staffing, preparing vendor surveys and a request for proposals for the services and financing required to launch Community Power programs, and assisting in the bid evaluation, award and contracting process.

D. Incorporation, Organizational Development & Request for Services Process

Since incorporating as a Joint Powers Agency and government instrumentality on October 1st, 2021, the Coalition's Board of Directors has grown to 374 representatives — elected officials, staff and volunteers serving on local energy committees — appointed by each of the Coalition's 196 member communities to serve as either a Director or Alternate Director.

The Board moved quickly to establish an Executive Committee, Finance Committee, Member Operations & Engagement Committee, Risk Management Committee, ~~and CEO and Staff Search Committee,~~ and to put in place the structures, protocols and work plans required to commence the process of launching the power enterprise. At present, the Regulatory & Legislative Affairs Committee and Governance Committee are under formation as well.

~~Most recently,~~ On December 17th 2021, the Coalition issued a Request for Information (RFI) for operational services and credit support. On April 25th 2022, the Coalition issued a Request for Proposals for Comprehensive Services and Credit Support. The solicitations ~~are~~ is available online (<https://www.cpcnh.org/solicitations>) and accompanied by substantial reference documentation (such as the Coalition's draft Business Plan).

Additionally, Duncan, Weinberg, Genzer & Pembroke, P.C. was hired by the Coalition to provide legal services, and to act as General Counsel for the power agency, throughout its startup and early-stage operations.

Community Choice Partners was contracted as lead technical consultant, and Herndon Enterprises, LLC was contracted to provide organizational and member services support.-

Since incorporation, the Coalition has received approximately \$135,000 in grants and donations to cover start-up administrative expenses and consulting services and is pursuing additional grant funding and donations to supplement the agency's budget.

APPENDIX 7: AVAILABLE UTILITY DATA

Electrical Use Data by Property Class - Town of Exeter (2019 2020)

Customer Migration Report – Unitil System Wide

APPENDIX 8: HOW LOAD SERVING ENTITY SERVICES WILL BE IMPLEMENTED

Exeter Community Power will implement Load Serving Entity (LSE) services, for the purpose of procuring or selling electricity on behalf of customers participating in the aggregation.

This plan assumes, but does not require, that the Town will participate fully in and rely on the services provided through the Community Power Coalition of New Hampshire (CPCNH) for the purposes of implementing and operating Exeter Community Power.

The Role & Responsibility of Load Serving Entities

A Load Serving Entity (LSE) is an entity that has registered with ISO New England (ISO-NE, the nonprofit regional wholesale electricity market operator) as a market participant and assumes responsibility for securing and selling electric energy and related services to serve the demand of retail customers at the distribution level (i.e., homes and businesses).

As context, every retail customer in New Hampshire (and across New England) is assigned to a specific Load Serving Entity at all times:

- Customers on utility default service are periodically re-assigned to whichever Competitive Supplier has won the utility's most recent auction or the utility as LSE. Refer to [Attachment 4](#) for an overview of utility default procurement solicitations.
- Similarly, customers are assigned to a different Load Serving Entity whenever they are transferred to CPA service on an opt-out default basis, choose to opt-in to take service from the CPA, or switch to a Competitive Supplier of their choosing.

Consequently, all Competitive Suppliers and Community Power Aggregators (CPAs) in New Hampshire are required to either:

1. Register as a Load Serving Entity with ISO-NE; or
2. Contract with a third-party that has agreed to be the Load Serving Entity responsible for the Competitive Supplier's or CPA's customers.

To ensure that customers receive firm power supply, there are a variety of services that need to be performed and electrical products that must be procured or otherwise provided. The required products and services are referred to as "all requirements energy" (or alternatively, "full requirements service").

The role of Load Serving Entities is to provide, arrange for, or otherwise pay for the cost of providing all requirements energy to customers. The majority of these requirements are defined by the ISO-NE wholesale market operator, which is subject to Federal oversight, but certain requirements are defined by the state in which the LSE registers to serve customers (Renewable Portfolio Standard requirements, for example).

In New Hampshire, full-requirements energy is defined as the provision or cost of (1) electrical energy, capacity, and reserves (including transmission and distribution losses); (2) ancillary services, congestion management, and transmission services (to the extent not already provided by the customer's utility); (3) the

costs associated with complying with New Hampshire’s Renewable Portfolio Standard (i.e., the cost of purchasing Renewable Energy Credits or, if an insufficient number of credits is procured, the cost of Alternative Compliance Payments, as detailed in Attachment 3); and (4) other services or products necessary to provide firm power supply to customers (i.e., because the definition and requirements of the above products and services are subject to change over time).

Each of the above products and services is procured, provided, and accounted for in different ways, through market mechanisms and regulated processes that have been designed to accommodate the unique characteristics of the product or service in question.

Given the complex and capital-intensive nature of providing all requirements electricity to customers, Load Serving Entities are subject to significant state and Federal oversight, in terms of registration, reporting, and financial security requirements.

The web pages below provide current information regarding Load Serving Entity registration, financial security, and renewal requirements to operate in ISO-NE and New Hampshire:

- ISO-NE: [New Participant Registration Instructions](#)
- NH PUC: [Forms for Competitive Electric Power Suppliers and Electric Load Aggregators](#)
- Eversource: [Electric Information for Suppliers & Aggregators](#)
- Unitil: [Energy Supplier Resources](#)
- Liberty Utilities: [Become a Liberty Utilities Approved Supplier](#)
- New Hampshire Electric Cooperative: [Supplier Information](#)

Responsibilities of the Community Power Coalition of New Hampshire (CPCNH)

The Town currently anticipates that it will contract with CPCNH, as an all-requirements joint powers agency, for the provision of LSE services, all requirements energy supply and all other energy services required to implement and operate Exeter Community Power.

CPCNH Competitive Solicitation for Comprehensive Services and Credit Support

On behalf of the Town and CPCNH’s eighteen other Member communities, each of which are in various stages of authorizing Community Power Aggregations, CPCNH issued a Request for Proposals (RFP) for Comprehensive Services and Credit Support on April 25, 2022 and is currently conducting a solicitation process “to select a qualified entity or group of entities to provide comprehensive services and credit support to enable CPCNH to develop, finance, launch, and operate of Community Power Aggregation (CPA) programs.”¹ As context:

- For an overview of CPCNH’s authorities as a Joint Powers Agency, the RFP, proposal evaluation and contracting process, and the process by which CPCNH’s Board of Directors and participating Member communities, including the Town, plan to draft and adopt enabling agreements, contracts and policies (such as the Energy Risk Management and Financial Reserves policies) refer to “Responsibilities of the

¹ CPCNH’s Request for Proposals for Comprehensive Services and Credit Support, and additional supporting reference documentation, including the draft Business Plan for CPCNH, are posted online here: <https://www.cpcnh.org/solicitations>.

Community Power Coalition of New Hampshire (CPCNH)” in Attachment 10: Customer Data Protection Plan below.

- CPCNH’s RFP is primarily based upon the solicitation and contracting strategy pioneered by the Redwood Coast Energy Authority (RCEA), a CPA Joint Powers Authority in California that is similar in size to CPCNH and which successfully contracted for comprehensive services and credit support (inclusive of LSE services) on an at-risk, deferred compensation basis.
 - RCEA subsequently launched CPA program service and began providing LSE services and all-requirements supply to CPA customers in 2017 and has operated continuously while accruing financial reserves and enabling numerous local programs and new project developments.
 - The three Professional Services Agreements that RCEA negotiated and executed subsequent to their RFP process provided (1) LSE and portfolio risk management services and credit support, (2) retail data management, billing, and customer care services, and (3) various support services (e.g., administration, marketing, etc.). All three contracts are available for review online here.
- Subsequent CPA Joint Powers Agencies have employed similar solicitation and contracting strategies in order to successfully contract for and implement LSE and portfolio management services for participating CPA customers.
- CPCNH previously issued a Request for Information for Comprehensive Services and Credit Support in December 2021 and received numerous submissions from well-established third-party vendors that provide LSE services, portfolio management services and credit support in response. (CPCNH’s Board of Directors has designated the responses as confidential due to fact that the competitive solicitation is ongoing.)²

The scope of operational services requested under CPCNH’s RFP is to broadly “*provide all required services and credit support necessary to operate the agency and supply all-requirements electricity to CPA customers*”. The specific scope of operational functions requested in CPCNH’s RFP is provided below:

1. *Retail Data Management and Billing Services*
 - a. *Utility Electronic Data Interchange (EDI)*
 - b. *Customer Data Validation and Error Resolution Management*
 - c. *Billing Calculations*
 - d. *Utility Payment Receipt*
 - e. *Revenue Oversight and Tracking*
2. *Retail Customer Solutions*
 - a. *Customer and Program Analytics and Insights*
 - b. *Rate Design Development, Pricing and Product Structuring*
 - c. *Grid Edge Enablement and Portfolio Integrations*
 - d. *Key Account Relationship Management*
 - e. *Inbound and Outbound Call Center Operations*
 - f. *Digital Engagement and Orchestration*
3. *Portfolio Risk Management Services*
 - a. *Energy Portfolio Planning and Development*
 - b. *Contract Valuation and Procurement*
 - c. *Deal Capture, Contract Management and Counterparty Monitoring*
 - d. *Trading, Position Management and Reporting*
 - e. *Forecasting, Scheduling and Settlements*

² CPCNH’s Request for Information for Comprehensive Services and Credit Support is available online at: <https://www.cpcnh.org/solicitations>

Responsibilities of the Town of Exeter

The Town expects that CPCNH's solicitation and contracting strategy will be successful, and that CPCNH and the third-party contractors contracted by CPCNH will implement LSE services and all other services required to launch and operate Exeter Community Power.

Depending on the result of CPCNH's solicitation and contract negotiation process, LSE services may be implemented as follows:

- CPCNH may contract directly for LSE services with a third-party that is registered or will register with ISO-NE as a market participant and Load Serving Entity, satisfies all applicable financial security and other registration requirements with ISO-NE, the Commission, and NH's distribution utilities, and has contractually agreed to assume responsibility for providing all requirements energy on behalf of Exeter Community Power's customers.

Typically, such a third-party would additionally provide portfolio management services and credit support and assist CPCNH in structuring and maintaining a portfolio of physical and financial contracts to provide all requirements energy to participating customers. At a certain future point, CPCNH may be positioned to register with NEPOOL and ISO-NE as a market participant and Load Serving Entity directly.³

This implementation option would essentially replicate the same approach and structure employed by the New Hampshire Electric Cooperative, which actively manages an all-requirements energy portfolio, accrues financial reserves, and provides LSE services for default service customers.

Additionally, note that the Town of Hanover (whose Member director and alternate director are both participating on CPCNH's Risk Management Committee and proposal evaluation) is already a market participant and Load Serving Entity for the Town's load obligations.

- CPCNH may alternatively contract with one or more Competitive Electric Power Suppliers to provide LSE services and all requirements electricity to customers at a pre-specified rate for a set length of time. Under this arrangement, the Competitive Supplier would either be the designated Load Serving Entity or would contract with a third-party that has agreed to be the Load Serving Entity responsible for the CPA's customers.

This implementation option would essentially replicate the same approach and structure employed by NH's regulated distribution utilities (Eversource, Unitil and Liberty Utilities), under which customers are periodically re-assigned to whichever Competitive Suppliers have won the utilities' default service solicitations. Refer to Attachment 4 for an overview of utility default procurement solicitations.

- CPCNH may also propose a combination of the above approaches for the Town's consideration.

In the event that the Town does not contract with CPCNH to provide LSE and other services to Exeter Community Power, then the Town may contract to implement LSE services independently, either with a third-party LSE acting as the Town's agent or with a Competitive Electric Power Supplier (CEPS) that contracts to provide LSE services for customers taking service from Exeter Community Power.

³ Refer to CPCNH's draft Business Plan for further details, available under RFP Reference Materials online at: <https://www.cpcnh.org/solicitations>

Exeter Community Power Aggregation Committee

The Town will ensure that contracts entered into provide for the implementation of LSE services and full requirement energy supply for customers participating in Exeter Community Power.

APPENDIX 9: CUSTOMER DATA PROTECTION PLAN

Exeter Community Power will protect and maintain the confidentiality of Individual Customer Data in compliance with its obligations as a Service Provider under RSA Chapter 363 (RSA 363:38 and RSA 363.37 (“*privacy policies for individual customer data; duties and responsibilities of service providers and definitions*”) and other applicable statutes and Public Utilities Commission rules.

Individual Customer Data (ICD) includes information that is collected over the course of providing energy services to customers participating in Exeter Community Power and that, singly or in combination, can be used to identify specific customers, including: individual customer names, service addresses, billing addresses, telephone numbers, account numbers, electricity consumption data, and payment, financial, banking, and credit information.

As described herein, the Town of Exeter is responsible for ensuring that reasonable security procedures and practices are implemented and maintained to protect the confidentiality of Individual Customer Data from unauthorized access, destruction, modification, disclosure, or use.

This plan assumes, but does not require, that the Town will participate fully in the Community Power Coalition of New Hampshire (CPCNH) for the purposes of implementing and operating Exeter Community Power.

Responsibilities of the Community Power Coalition of New Hampshire (CPCNH)

CPCNH is a Joint Powers Agency authorized under RSA 53-A (“*Agreements Between Governments: Joint Exercise of Powers*”) and RSA 53-E:3 (“*Municipality and County Authorities*”). CPCNH’s Joint Powers Agreement expressly authorizes the agency to:⁴

- “[C]omply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs”;
- “Make and enter into contracts” and “[m]ake and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH’s affairs”; and
- “[D]o all acts permitted... as well as any act necessary, consistent with New Hampshire law to fulfill the purposes” set forth under the agreement, which include assisting “member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing ... Community Power Aggregations”.

CPCNH has begun the process of soliciting and hiring third-parties to provide comprehensive services and credit support to launch Member CPA programs, and is drafting various related enabling agreements, policies, and internal protocols necessary to do so.

CPCNH Request for Proposals for Comprehensive Services and Credit Support

CPCNH issued a Request for Proposals for Comprehensive Services and Credit Support on April 25, 2022, and is currently conducting a solicitation process “to select a qualified entity or group of entities to provide

⁴ From Section 2.3, Powers, of the By-Laws of CPCNH, found at pages 21-22 of the JPA, available here: <https://www.cpcnh.org/files/ugd/202f2e601bfada901c4a89a1c2812a0638090a.pdf>, and more specifically §2.3.11, §2.3.6, §2.3.9, and §2.3 introductory paragraph. Similar language is also in the Articles of Agreement.

comprehensive services and credit support to enable CPCNH to develop, finance, launch, and operate of Community Power Aggregation (CPA) programs”⁵ on behalf of CPCNH’s nineteen Member communities, each of which are in various stages of authorizing Community Power Aggregations.

For additional information regarding the use of customer data, and expected operational needs of CPCNH, refer to (1) the RFP at pp. 20-23⁶ and to (2) the RFP Addendum #2 (issued May 24, 2022), at pp. 11 in response to Questions 15.⁷ The latter is excerpted below, and provides a concise summary of CPCNH’s requirements to ensure the confidentiality of ICD:

Regarding Customer Privacy Compliance:

RSA 53-E:4, VI, requires CPAs to maintain the confidentiality of individual customer information in compliance with their obligations as service providers under RSA 363:37 (Definitions) and RSA 363:38 (“Privacy Policies for Individual Customer Data; Duties and Responsibilities of Service Providers”). RSA 53-E:7, X also requires the Public Utilities Commission to adopt Administrative Rules for CPAs governing “access to customer data” and other matters.

The selected Proposer will be expected to demonstrate physical and cybersecurity readiness sufficient to ensure customer data is held in strict confidence — e.g., through audits in accordance with the American Institute of Certified Public Accountants Statements on Standards for Attestation Engagements No. 16 (SSAE 16) Service Organizational Controls (SOC) Reports, periodic network vulnerability assessments, etc. — and will be contractually required to maintain the confidentiality of individual customer data pursuant to RSA 363:38, V(b) and applicable Public Utilities Commission rules.

As previously noted, Administrative Rules for CPAs are under development. Refer to the PUC’s Initial Proposal for CPA Administrative Rules (Chapter Puc 2200), specifically the definitions in Puc 2202.07 (“Confidential customer information”) and Puc 2202.02 (“Anonymized”), and Puc 2205.02 (“Application of Puc 2000 to CEPS When Providing Electricity Supply to CPA Customers”).

The selected Proposer, as applicable, should expect to comply with relevant portions of the PUC’s current Administrative Rules for Competitive Electric Power Suppliers and Aggregators (Chapter Puc 2000). Refer to Chapter Puc 2000, Puc 2002.09 (definition of “Confidential Customer Information”) and Puc 2004.19 (“Protection of Confidential Customer Information”), which is proposed to apply to CEPS providing electricity supply service to CPA customers pursuant to Puc 2205.02 under the PUC’s Initial Proposal for CPA Administrative Rules.

The Request for Proposals and evaluation process is being overseen by CPCNH’s Risk Management Committee, composed of CPCNH Member municipality representatives, with additional support from (1) independent experts with experience operating Community Power Aggregation Joint Powers Agencies, and (2) CPCNH’s General Counsel, DWGP, P.C., a nationally recognized law firm with substantial expertise in the Community Power and broader public power industry.

CPCNH’s Risk Management Committee will evaluate, rank, and select vendors with a proven track record of successful qualification for EDI transactions, protection of confidential customer information, including what is characterized as ICD under RSA 363, and other relevant factors.

⁵ CPCNH’s Request for Proposals for Comprehensive Services and Credit Support, and additional supporting reference documentation, including the draft Business Plan for CPCNH, are posted online here: <https://www.cpcnh.org/solicitations>.

⁶ https://www.cpcnh.org/files/ugd/202f2e_e781638c123d4cf3977358f845081313.pdf

⁷ Pages 11-12 at https://www.cpcnh.org/files/ugd/202f2e_8ceed8824453482c902a8a0fa1ab826c.pdf.

- Refer to CPCNH's RFP at p.2 for a summary of the substantial domain expertise participating on the Risk Management Committee and proposal evaluation process.
- For example, the committee includes a Member Director who previously worked for Eversource for 26 years, where he was responsible for deploying and/or operating Eversource's Customer Information System and day to day interface with competitive electric suppliers and was most recently the Director of Eversource's Customer Center Operations.

CPCNH expects to conclude the solicitation process and execute contracts in August to September 2022.

CPCNH Enterprise Risk Management & Customer Data Policies

After CPCNH has executed service contracts, CPCNH's Board of Directors will finalize and approve the agency's Cost Sharing Agreement and Energy Risk Management and Financial Reserves policies. CPCNH's Energy Risk Management and Financial Reserves policies will be subsets of CPCNH's Enterprise Risk Management Policy, which will additionally cover relevant elements of cybersecurity and data confidentiality requirements and other topics.

- CPCNH's Joint Powers Agreement requires CPCNH's Risk Management Committee to draft and recommend the Enterprise Risk Management Policy for consideration and adoption of CPCNH's Board of Directors on or before October 1, 2022.⁸
- Between October and December 2022, Exeter's appointed Directors are expected to provide CPCNH's Cost Sharing Agreement and Energy Risk Management and Financial Reserves policies to the Select Board for approval between October – December 2022.
- At this point, the Town will contract for and authorize CPCNH to provide specific services on behalf of Exeter Community Power.

CPCNH's Board of Directors has been recently presented with a plan to develop additional specific policies and CPCNH's Treasurer has prepared a budget to allocate sufficient funding to support the drafting and review process over the summer and fall. Two relevant such policies are listed below:

- Record Retention & Disposal Policy: to provide a process that ensures compliance with the proper retention, protection, and timely destruction of all records created or obtained by, or otherwise in the possession and control of, CPCNH, consistent with all legal requirements.
- Data Security and Privacy Policy: to define the specific goals, requirements, and controls necessary to safeguard the confidentiality, integrity, and availability of confidential information.

CPCNH Requirements to Access and Use of Individual Customer Data

In CPCNH's capacity as a service provider to the Town, the agency and third parties contracted through CPCNH to provide services to Exeter Community Power will need to access and use ICD for operational needs and for the research, development, and implementation of new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs on behalf of Exeter Community Power.

⁸ CPCNH's Risk Management Committee is also responsible for (1) reviewing major risk exposures and monitoring the steps taken to control risk exposures and (2) commissioning an independent agent to conduct and deliver an evaluation of the operational performance of the agency relative to the Enterprise Risk Management Policy every two years (starting three years after the commencement of CPA service, and as otherwise requested by the Board).

Third parties under contract to CPCNH that may require access to ICD on behalf of Exeter Community Power may include CEPS (Competitive Electric Power Suppliers) functioning as Load Serving Entities (LSEs) for the supply of all requirements energy, or other third-party vendors providing Load Serving Entity (LSE) services on behalf of CPCNH, as well as portfolio management, Electronic Data Interchange (EDI), Customer Information System (CIS), billing, accounting, and related services, and other contractors and academic institutions under contract to support the research and development of potential new energy services to offer to customers participating in Exeter Community Power.

Specific types of ICD that Exeter Community Power, CPCNH, and third parties under contract are expected to receive and possess include:

- Name, address, account number, and other information about electric customers within the Town for purposes of sending required notification of Exeter Community Power Commencement of Service and enrollment of customer in Exeter Community Power, consistent with initially proposed Puc 2204.04, .05, and .06, as they, or equivalent rule provisions, may be adopted by the PUC and the requirements of RSA 53-E:7, III, V, and VI.
- Individual customer information used for operation of Exeter Community Power, such as that in initially proposed Puc 2205.13, most of which may be accessed through the EDU EDI. The need and use for such information, and a proposed modification of this particular rule, are addressed in CPCNH's 3/14/22 Comments on the PUC's initial rule proposal for CPAs, in docket # DE 21-142⁹, and in its 3/28/22 Reply Comments.¹⁰
- Other confidential customer information that may be received or collected directly by Exeter Community Power or CPCNH, or through sources other than the EDU due to customer participation in particular related programs or services, billing operations, other customer services, or that may be volunteered by customers, will likewise only be used for statutorily authorized purposes as ICD.

Ongoing collection and use of individual customer data of the types described in proposed Puc 2205.13 will be used for both:

1. **General operational needs** for retail power supply and related energy services operational needs, such as load and supply forecasting, portfolio management, billing and audit processes, and for research and development of potential new energy services to offer to customer participants; and
2. **Programmatic and customer-specific services and offerings**, such as responding to customer account queries, opt-in rates or demand side management for customers with flexible demand, distributed generation or storage, and interval meters; and other energy services that may be offered including programs for LMI participants that are qualified in the Electric Assistance Program (EAP).

In compliance with RSA 363:38 and RSA 363.37, CPCNH and third parties contracted through CPCNH that require access to ICD to provide services to Exeter Community Power will be contractually required to:

- Implement and maintain reasonable security procedures and practices appropriate to the nature of the ICD.
- Protect ICD from unauthorized access, use, destruction, modification, or disclosure.

⁹ See p. 2 ¶14 and p. 4 ¶16 at: https://www.puc.nh.gov/Regulatory/Docketbk/2021/21-142/LETTERS-MEMOS-TARIFFS/21-142_2022-03-14_CPCNH_COMMENTS.PDF.

¹⁰ See p.4-11, and Comments on proposed Puc 2203.02(b)(1) on p. 13, Puc 2204.02(a)(1)-(4) on pp. 16-17, and Puc 2205.13 p. 23 https://www.puc.nh.gov/Regulatory/Docketbk/2021/21-142/LETTERS-MEMOS-TARIFFS/21-142_2022-03-28_CPCNH_OCA_CENH-COMMENTS.PDF.

- Use ICD solely for primary purposes, such as: complying with the provisions of RSA 53-E:7, II; providing or billing for electrical service; meeting system, grid, or operational needs; researching, developing, and implementing new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs; and for research and development of potential new energy services to offer to customer participants.
- Collect, store, use, and disclose only as much ICD as is necessary to accomplish the aforementioned primary purposes.
- Not use ICD for a secondary commercial purpose unrelated to the aforementioned primary purposes of the contract without the express consent of the customer.
- Return or permanently delete all ICD after contract termination and deliver a certificate, signed by an authorized representative, stating that all ICD has been returned or permanently deleted and that all materials based on ICD has been destroyed, as appropriate (i.e., except for copies necessary for tax, billing, or other financial purposes).

Additionally, if CPCNH contracts with one or more Competitive Suppliers to provide Load Serving Entity services to participating customers, or brokers to support operations in a capacity that would require access to ICD, then the Competitive Suppliers and/or brokers would additionally be required to comply with the requirements of Puc 2004.19 (*Protection of Confidential Customer Information*), which are excerpted below in the section “Statutory and Rule Requirements” for reference.

Responsibilities of the Town of Exeter

The Town currently anticipates that it will contract for all requirements electricity supply and related energy services through CPCNH, as a joint powers agency, and that the primary acquisition and use of ICD will be through CPCNH and the vendors placed under contract to provide comprehensive services for the operation of Exeter Community Power.

The Town Manager shall review and confirm that CPCNH has adequate policies, procedures and measures in place to protect confidential information and that contractual requirements consistent with the Town’s obligations to protect ICD as required under [RSA 363.37](#), [RSA 363:38](#) and [RSA 53-E:4](#), VI, and consistent with PUC rules, including Puc 2004.19 and its non-disclosure restrictions, are incorporated into any contracts with CPCNH, or any other third parties that are authorized to access ICD on behalf of the Town before executing any such contracts.

The Town expects contracts and policies to provide for:

- Third-party security assessment requirements regarding: Information Security Management; Personnel Security; Systems Development and Maintenance; Application Security; System Security; Network Security; Data Security and Integrity; Access Control; and Vulnerability Management.
- Third-party security requirements including: (1) User Account and Access Controls to ensure that only authorized individuals have access to ICD for legitimate primary purposes under RSA 368:38, which may include the need for non-disclosure agreements; (2) Handling of Sensitive Data Protocols to protect confidential customer information from unauthorized access, use, destruction, modification, or disclosure; (3) Breach Reporting, including obligations to report a security breach as defined in [RSA 359-C:19](#), V and required by [RSA 359-C:20](#) and any other applicable laws, rules, or utility requirements for data breach reporting; (4) Plan for deletion and destruction ICD when it is no longer necessary to accomplish primary purposes pursuant to RSA 368:38; and (5) Prohibitions on use of ICD for a secondary

commercial purpose not related to the primary purpose of vendor's contract without the express consent of the customer.

- Third-party documentation and reporting requirements regarding, as applicable: Audit Reports (e.g. SSAE 16/SOC Report); Documentation describing Control practices used to review sub-vendors; Maintenance of an Information Security Program; Training Program for Employees on Cyber Awareness; Background checks performed for all employees with access to ICD; Immediate Data Breach reporting to appropriate parties; and any material changes in Data Security practices since prior review and approval.

Lastly, in the event that the Town does not contract with CPCNH to provide energy services to Exeter Community Power, then the Town will develop and adopt policies and contracts that ensure compliance with the Town's obligations as a Service Provider to protect and maintain the confidentiality of ICD under RSA 363:38, RSA 363.37 and other applicable statutes and Public Utilities Commission rules prior to directly collecting, storing, using, or disclosing any ICD or contracting with other Competitive Suppliers, brokers and/or other third-party vendors that require access to ICD.

Additional References: Statutory and Regulatory Requirements

The sections below are provided for additional reference, and summarize the different requirements that apply to (1) Community Power Aggregators and Service Providers, (2) brokers and Competitive Electric Power Suppliers (CEPS) that provide Load Serving Entity services under contract to Community Power Aggregators, and (3) access to ICT through the Multi-Use Energy Data Platform authorized under RSA 378:50-54 (if and when it becomes operational).

Statutory Requirements for Community Power Aggregators & Service Providers

Statutory requirements regarding the use of Individual Customer Data for Community Power Aggregators are summarized below:

- RSA 363:37, I defines Individual Customer Data (ICD) as *"information that is collected as part of providing electric, natural gas, water, or related services to a customer that can identify, singly or in combination, that specific customer, including the name, address, account number, quantity, characteristics, or time of consumption by the customer."*
- RSA 363:38, IV requires Service Providers to *"use reasonable security procedures and practices to protect individual customer data [ICD] from unauthorized access, use, destruction, modification, or disclosure."*
- RSA 53-E:4, VI provides that Community Power Aggregations (CPAs) *"shall be subject to RSA 363:38 as service providers and individual customer data shall be treated as confidential private information and shall not be subject to public disclosure under RSA 91-A"*.
 - The definition of Service Provider under RSA 363:37, II includes *"an aggregator, as defined by RSA 53-E:2, II...and any other service provider that receives individual customer data [ICD]..."*
 - RSA 53-E:2, II defines an *"aggregator"* in this context as *"any municipality or county that engages in aggregation of electric customers within its boundaries"*.
 - RSA 53-E:2, VI further defines *"municipality"* in this context as *"any Town, town, unincorporated place, or village district within the state."*
- RSA 363:38, II requires Service Providers to: *"(a) Collect, store, use, and disclose only as much individual customer data [ICD] as is necessary to accomplish primary purposes, and (b) Use individual*

customer data solely for primary purposes.”

- **RSA 363:37**, III defines “[p]rimary purpose” as “*the main reason for the collection, storage, use, or disclosure of individual customer data [ICD] which is limited to: (a) Providing or billing for electrical or gas service. (b) Meeting system, grid, or operational needs. (c) Researching, developing, and implementing new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs.*”
- **RSA 53-E:4**, VI further authorizes approved Community Power Aggregations to “*use individual customer data to comply with the provisions of RSA 53-E:7, II and for research and development of potential new energy services to offer to customer participants.*”
- **RSA 363:38**, V(b) further makes clear that a Service Provider may disclose ICD “*to a third party for system, grid, or operational needs, or the research, development, and implementation of new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs*” — provided that the Service Provider “*has required by contract that the third party implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the data for a secondary commercial purpose not related to the primary purpose of the contract without the express consent of the customer.*”
- **RSA 363:38**, V(c) provides that “*[n]othing in this section shall preclude a service provider from disclosing electric, natural gas, or water consumption data required under state or federal law, or which is identified as information subject to warrant or subpoena or by an order of the commission.*”
- **RSA 363:38**, V(a) makes clear that ICD may be aggregated and used for “*analysis, reporting, or program management after information that identifies an individual customer has been removed.*”

Additional Requirements Specific to Brokers & Competitive Suppliers

Pursuant to Puc 2205.02 under the PUC's Initial Proposal for CPA Administrative Rules, brokers and Competitive Suppliers that are hired by municipalities to manage and operate Community Power Aggregations and provide Load Serving Entity services to participating customers must comply with the requirements of Puc 2004.19 (*Protection of Confidential Customer Information*), which is excerpted below for reference along with Puc 2002.09 (*Confidential Customer Information*).

Note that the use of the term “aggregator” throughout Puc 2004.19 below refers to brokers and does not refer to or otherwise apply to Community Power Aggregators.

As context, these requirements are part of the Commission’s Chapter Puc 2000 rules (“*Competitive Electric Power Supplier and Aggregator Rules*”), which apply to Competitive Suppliers and brokers— referred to as “CEPS” and “aggregators” below, respectively — and are expressly not applicable to “*municipalities or counties providing electricity or aggregating within the boundaries of participating municipalities under RSA 53-E*” (Community Power Aggregators) per Puc 2001.02 (*application of rules*).

Puc 2002.09 “Confidential customer information” means information that is collected as part of providing electric services to a customer that can identify, singly or in combination, that specific customer, and includes the customer name, address, and account number and the quantity,

characteristics, or time of consumption by the customer, and also includes specific customer payment, financial, banking, and credit information.

...

Puc 2004.19 Protection of Confidential Customer Information.

(a) No CEPS or aggregator shall, except as permitted under (c) below or as otherwise required by law, release confidential customer information without express written authorization from the customer.

(b) A CEPS or aggregator shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect confidential customer information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the confidential customer information for a secondary commercial purpose not related to the primary purpose of the service provided to the customer, without the express written consent of the customer.

(c) A CEPS or aggregator may disclose to a third party subject to non-disclosure restrictions confidential customer information as necessary for any one or more of the following purposes:

- (1) Billing for electric service;*
- (2) Meeting electric system, electric grid, or other operational needs;*
- (3) Implementing any one or more of the following programs:
 - a. Demand response;*
 - b. Customer assistance;*
 - c. Energy management; and*
 - d. Energy efficiency.**

(d) For purposes of this section, the term "non-disclosure restrictions" means that the CEPS or aggregator has required by contract that the third party implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the confidential customer information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the confidential customer information for a secondary commercial purpose not related to the primary purpose of the contract without the express consent of the customer.

(e) A customer granting authorization to release confidential customer information for purposes described in the terms and conditions of service shall satisfy the requirement in (a) above.

(f) A CEPS or aggregator granted agency authority shall be deemed authorized to obtain customer usage information when it has received customer authorization as described in Puc 2004.08 or Puc 2004.09.

(g) In the event of a dispute about the release of confidential customer information, including whether the information is or should be confidential, a CEPS, aggregator, or customer may file a complaint with the commission for resolution.

Additional Requirements for the Multi-Use Energy Data Platform

If and when the Multi-Use Energy Data Platform (Platform) authorized under RSA 378:50-54 becomes operational, Exeter Community Power and any third-parties under contract that require access to ICD sourced from the Platform — such as CPCNH and third-parties contracted through CPCNH — will be required to comply with any Platform User Requirements, Privacy Standards, Annual Attestations, and obligations to report a security breach pursuant to terms of Settlement Agreement conditionally approved by the PUC in DE 19-197 and detailed in Exhibit C of the Agreement found in Exhibit 1B and as may be actually implemented.

[GOVERNING BODY] [MEETING DATE]

[AGENDA SECTION TITLE]:

AMENDMENTS TO ELECTRIC AGGREGATION PLAN FOR [NAME] COMMUNITY POWER TO ADDRESS PUC REQUEST FOR ADDITIONAL DETAIL

BACKGROUND

On [DATE], the [NAME] Town Meeting approved the Electric Aggregation Plan (EAP) for [NAME] Community power pursuant to RSA 53-E. On October 25, 2021, certain amendments to RSA 53-E went into effect including a new requirement for EAPs to be submitted to the NH Public Utilities Commission (PUC) for review and approval before becoming fully operative.

The PUC has completed its review of certain EAPs and denied approval pending resubmission with additional detail on two parts as follows:

1. "The Commission requires additional detail on the scope and nature of the customer data that will be in the possession, custody, and control of [the municipality] or its suppliers and vendors, and the protective measures that will be utilized to protect that data from unauthorized access, use, destruction, modification, or disclosure." (p. 3 of Order)
2. "Lastly, with respect to the "operation and funding" and "methods of entering into and terminating agreements" criteria of evaluation under RSA 53-E:6, III(b) and (d), it is unclear whether [the municipality] intends to serve as the Load Serving Entity (LSE), or whether that function will be contracted out and, if so, by which entity. We conclude that more detail describing the structure of the LSE and how the LSE services will be implemented, is necessary and should be addressed within subsequently filed versions of the Plan." (p. 5 of Order)

The additional required details have been addressed in the attached amended EAP which is further detailed in a memo from CPCNH [DIRECTOR NAME] (also attached).

ACTION

Should the [GOVERNING BODY] agree with the amendments as proposed, the following motion is offered for consideration:

MOVED, that the [GOVERNING BODY] approves the amendments to the Electric Aggregation Plan for [NAME] Community Power as presented in the [REFERENCE MATERIAL e.g. the agenda packet for this meeting].

Included in this Section:

1. [DATE] memo from Community Power Coalition of New Hampshire (CPCNH) [DIRECTOR NAME]
2. [NAME] Community Power Electric Aggregation Plan with [DATE] Draft Amendments



To: [INSERT GOVERNING BODY]
From: [INSERT CPCNH DIRECTOR AND TITLE]
Date: [INSERT DATE]
Subject: Amendments to Electric Aggregation Plan for [NAME] Community Power to address PUC request for additional detail

On [DATE], the [NAME] Town Meeting approved the Electric Aggregation Plan (EAP) for [NAME] Community power pursuant to RSA 53-E. On October 25, 2021, certain amendments to RSA 53-E went into effect including a new requirement for EAPs to be submitted to the NH Public Utilities Commission (PUC) for review and approval before becoming fully operative.

The PUC has, without prejudice, denied approval of the several Electric Aggregation Plans filed by Members of Community Power Coalition of New Hampshire and based on the same template used by [NAME].¹ The PUC invited resubmission of plans once the administrative rules are further along in development and with additional detail on two parts of the plan. The PUC did note the following:

"The Commission observes that the Plan is the result of a thoughtful and rigorous process at the municipal level and commends the [city/town] on the resulting Plan. The Commission wishes to encourage such community power aggregation because it will result in a more competitive market and greater customer choice." (p. 1 of Order)

The two requests for more detail were as follows:

1. "The Commission requires additional detail on the scope and nature of the customer data that will be in the possession, custody, and control of [city/town] or its suppliers and vendors, and the protective measures that will be utilized to protect that data from unauthorized access, use, destruction, modification, or disclosure." (p. 3 of Order)
2. "Lastly, with respect to the "operation and funding" and "methods of entering into and terminating agreements" criteria of evaluation under RSA 53-E:6, III(b) and (d), it is unclear whether [city/town] intends to serve as the Load Serving Entity (LSE), or whether that function will be contracted out and, if so, by which entity. We conclude that more detail describing the structure of the LSE and how the LSE services will be implemented, is necessary and should be addressed within subsequently filed versions of the Plan." (p. 5 of Order)

The Town, through CPCNH and my own role therein, was actively involved in commenting on the PUC's initial rule proposal. The PUC is expected to issue a Final Rule proposal on July 5, 2022. We want to be ready to re-submit our plan with the

¹ See for example, PUC Order No. 26,571: https://www.puc.nh.gov/Regulatory/Docketbk/2021/21-143/ORDERS/21-143_2022-01-26_NHPUC_ORDER-26571.PDF

additional requested detail. RSA 53-E allows the governing body of a municipality to approve amendments to an EAP after its initial approval, without further public hearing. CPCNH Board Chair Clifton Below and technical consultant Samuel Golding of Community Choice Partners have drafted two additional attachments to the EAP to address the PUC concerns.

We would like to be ready to submit the plan after a Final Rule proposal has been issued by the PUC.

The attached revised EAP shows proposed amendments to the plan in **track changes**, except for the body text of the two new Attachments that are entirely new and not shown in track changes except the title headers. The first new Attachment provides an explanation of the role and function of Load Serving Entities (LSEs), and the responsibilities and processes by which CPCNH and the Town intend to contract for the implementation of LSE services, which are necessary to provide electricity to customers participating in [NAME] Community Power. The second new Attachment is a Customer Data Protection Plan which includes provisions about protecting individual customer data following standards and policies that are practiced in the electric utility industry.

There are also a variety of minor changes to the main body of the plan, all shown in track changes, mainly changing what was future tense in September of 2021, to past or current tense regarding CPCNH's development. Please give this a careful read through, particularly the new Attachments.

If acceptable to the [MANAGER] and [GOVERNING BODY] I suggest the following motion:

MOVE that the [GOVERNING BODY] approves the amendments to the Electric Aggregation Plan for [NAME] Community Power as presented in the [REFERENCE MATERIAL, e.g. the agenda packet for this meeting].

Exeter Select Board

July 18, 2022

AMENDMENTS TO ELECTRIC AGGREGATION PLAN FOR EXETER COMMUNITY POWER TO ADDRESS PUC REQUEST FOR ADDITIONAL DETAIL

BACKGROUND

On May 8, 2022, the Exeter Town Meeting approved the Electric Aggregation Plan (EAP) for Exeter Community power pursuant to RSA 53-E. On October 25, 2021, certain amendments to RSA 53-E went into effect including a new requirement for EAPs to be submitted to the NH Public Utilities Commission (PUC) for review and approval before becoming fully operative.

The PUC has completed its review of certain EAPs and denied approval pending resubmission with additional detail on two parts as follows:

1. "The Commission requires additional detail on the scope and nature of the customer data that will be in the possession, custody, and control of [the municipality] or its suppliers and vendors, and the protective measures that will be utilized to protect that data from unauthorized access, use, destruction, modification, or disclosure." (p. 3 of Order)
2. "Lastly, with respect to the "operation and funding" and "methods of entering into and terminating agreements" criteria of evaluation under RSA 53-E:6, III(b) and (d), it is unclear whether [the municipality] intends to serve as the Load Serving Entity (LSE), or whether that function will be contracted out and, if so, by which entity. We conclude that more detail describing the structure of the LSE and how the LSE services will be implemented, is necessary and should be addressed within subsequently filed versions of the Plan." (p. 5 of Order)

The additional required details have been addressed in the attached amended EAP which is further detailed in a memo from Exeter's Representative at the CPCNH Board, Nick Devonshire (also attached).

ACTION

Should the Exeter Select Board agree with the amendments as proposed, the following motion is offered for consideration:

MOVED, that the Exeter Select Board approves the amendments to the Electric Aggregation Plan for Exeter Community Power as presented in the agenda packet for this meeting

Included in this Section:

1. 7/12/2022 memo from Community Power Coalition of New Hampshire (CPCNH) Director Nick Devonshire
2. Exeter Community Power Electric Aggregation Plan with 7/12/2022 Draft Amendments



To: The Exeter Select Board
From: Nick Devonshire, Exeter Representative on CPCNH Board
Date: 7/12/2022
Subject: Amendments to Electric Aggregation Plan for Exeter Community Power to address PUC request for additional detail

On March 8, 2022, the Exeter Town Meeting approved the Electric Aggregation Plan (EAP) for Exeter Community power pursuant to RSA 53-E. On October 25, 2021, certain amendments to RSA 53-E went into effect including a new requirement for EAPs to be submitted to the NH Public Utilities Commission (PUC) for review and approval before becoming fully operative.

The PUC has, without prejudice, denied approval of the several Electric Aggregation Plans filed by Members of Community Power Coalition of New Hampshire and based on the same template used by Exeter. The PUC invited resubmission of plans once the administrative rules are further along in development and with additional detail on two parts of the plan. The PUC did note the following:

"The Commission observes that the Plan is the result of a thoughtful and rigorous process at the municipal level and commends the [city/town] on the resulting Plan. The Commission wishes to encourage such community power aggregation because it will result in a more competitive market and greater customer choice." (p. 1 of Order)

The two requests for more detail were as follows:

1. "The Commission requires additional detail on the scope and nature of the customer data that will be in the possession, custody, and control of [city/town] or its suppliers and vendors, and the protective measures that will be utilized to protect that data from unauthorized access, use, destruction, modification, or disclosure." (p. 3 of Order)
2. "Lastly, with respect to the "operation and funding" and "methods of entering into and terminating agreements" criteria of evaluation under RSA 53-E:6, III(b) and (d), it is unclear whether [city/town] intends to serve as the Load Serving Entity (LSE), or whether that function will be contracted out and, if so, by which entity. We conclude that more detail describing the structure of the LSE and how the LSE services will be implemented, is necessary and should be addressed within subsequently filed versions of the Plan." (p. 5 of Order)

The Town, through CPCNH and my own role therein, was actively involved in commenting on the PUC's initial rule proposal. The PUC is expected to issue a Final Rule proposal on July 5, 2022. We want to be ready to re-submit our plan with the additional requested detail. RSA 53-E allows the governing body of a municipality to approve amendments to an EAP after its initial approval, without further public hearing. CPCNH Board Chair Clifton Below and technical consultant Samuel Golding of

Community Choice Partners have drafted two additional attachments to the EAP to address the PUC concerns.

We would like to be ready to submit the plan after a Final Rule proposal has been issued by the PUC.

The attached revised EAP shows proposed amendments to the plan in **track changes**, except for the body text of the two new Attachments that are entirely new and not shown in track changes except the title headers. The first new Attachment provides an explanation of the role and function of Load Serving Entities (LSEs), and the responsibilities and processes by which CPCNH and the Town intend to contract for the implementation of LSE services, which are necessary to provide electricity to customers participating in Exeter Community Power. The second new Attachment is a Customer Data Protection Plan which includes provisions about protecting individual customer data following standards and policies that are practiced in the electric utility industry.

There are also a variety of minor changes to the main body of the plan, all shown in track changes, mainly changing what was future tense in September of 2021, to past or current tense regarding CPCNH's development. Please give this a careful read through, particularly the new Attachments.

If acceptable to the Town Manager and Select Board I suggest the following motion:

MOVE that the Exeter Select Board approves the amendments to the Electric Aggregation Plan for Exeter Community Power as presented in the agenda packet for this meeting.

Exeter Select Board

July 18, 2022

PROPOSED AMENDMENT TO JOINT POWERS AGREEMENT FOR COMMUNITY POWER COALITION OF NEW HAMPSHIRE (CPCNH)

BACKGROUND

CPCNH is a NH non-profit Joint Powers Agency whose mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals. The Select Board authorized the Town Manager to execute the Joint Powers Agreement and join CPCNH as a member on May 10, 2021

The Joint Powers Agreement (JPA) is the contract among the municipal and county members of CPCNH and the corporate charter of the agency, including its by-laws. CPCNH is governed by its 18 municipal members and one county member, through their appointed representatives that serve on the Board of Directors.

An amendment to Article XVI of the JPA is proposed and in accordance with the JPA, amendments to this article require a unanimous consent of all Member governing bodies.

Please see attached memo from CPCNH Board Director Clifton Below for more information on the proposed amendment.

ACTION

Should the Select Board agree with the amendment as proposed, the following motion is offered for consideration:

MOVED, that the Exeter Select Board approves the amendment to Article XVI, Section 2 of the Joint Powers Agreement of the Community Power Coalition of New Hampshire as presented in the packet supplied for this meeting.

Included in this Section:

1. 7/12/2022 memo from CPCNH Board Director Clifton Below and Exeter CPCNH Board Representative Nick Devonshire re: Proposed amendment to Joint Powers Agreement for CPCNH



To: Exeter Select Board
From: Clifton Below
Nick Devonshire
Date: 7/12/2022
Subject: Proposed amendment to Joint Powers Agreement for CPCNH

This memo describes a proposed amendment to Article XVI of the Joint Powers Agreement (JPA) of the Community Power Coalition of New Hampshire (CPCNH).

CPCNH requests that the Exeter Select Board approve this amendment to the CPCNH JPA so that it may become effective and help mitigate potential sources of future risk to CPCNH and its Members during the agency's start-up phase (as described below).

Background

CPCNH is a NH non-profit Joint Powers Agency incorporated on October 1, 2021, whose mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals. The Exeter Select Board authorized the Town Manager to execute the Joint Powers Agreement, pursuant to RSA 53-A, and join CPCNH as a member on May 10, 2021.

The Joint Powers Agreement is the contract among the municipal and county members of CPCNH and includes the corporate charter of the agency and its By-Laws. CPCNH is governed by its 18 municipal members and one county member, through their appointed representatives that serve on the Board of Directors.

While most JPA articles may be amended with a 2/3 majority vote by the Member representatives at CPCNH's annual meeting, Article XVI is one of four articles that may only be amended by unanimous consent of all Member governing bodies.

The proposed amendment to Article XVI was unanimously approved by all the Member representatives at the agency's Annual meeting held on April 21, 2022, and is now being circulated to all Member governing bodies for approval.

Proposed Amendment to the Joint Powers Agreement of CPCNH

Article XVI currently stipulates that CPCNH's Joint Powers Agreement may only be amended at Annual Membership Meetings, which is held in April each year.

The proposed amendment is provided below, shown with changes tracked from the current text, and would also allow amendments to the JPA at any regular and special meetings of the Members (rather than restricting JPA amendments to once per year):

(~~Red strike-through~~ = deleted language; **bold italics underline** = added language).

ARTICLE XVI AMENDMENTS, SUCCESSORS AND ASSIGNS ...

SECTION 2. Amendments. Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended ~~at any time and from time to time~~ by a written amendment approved by at least 2/3 (two-thirds) of the votes cast at ~~an Annual~~ any Membership Meeting at which a quorum is present, provided that: (1) written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon, (2) no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census., and (3) amendments to this Article XVI Section 2 and Articles XII, XIV and XV may not be amended approved at a Membership Meeting shall not be adopted unless such amendment is approved by the governing body of each Member. Attachments B and C, the Articles of Agreement and By-Laws, may be amended by a vote of at least 2/3 (two-thirds) of the votes cast by the Members at a Membership Meeting at which a quorum is present pursuant to the terms specified in Article IX of the By-Laws. Prompt written notice of the effective date of such amendment to this Agreement, the Articles of Agreement, or By-Laws, along with a copy of the amendment or amended document, shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board.

It also strengthens the notice requirements for any proposed JPA amendments, as well as any adopted amendments to the JPA, Articles of Agreement, and By-Laws.

Discussion

CPCNH's Members representatives have unanimously agreed that there is no reason to restrict JPA amendments to once per year at the April Annual Meeting. In contrast, the By-Laws may be amended "at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting" (Section 9.1), although some key Articles require unanimous approval of all Member governing bodies as well.

The current limitation on JPA amendments presents a source of potentially significant risk for CPCNH's Members in 2022 and 2023 as the agency moves through its start-up phase, in the event any unforeseen issues need to be addressed more urgently. Allowing the Members the flexibility to amend the JPA throughout the year will significantly reduce the risk that CPCNH will run into roadblocks that could prevent a successful and timely launch of the agency's power supply services. CPCNH is well into its critical start-up phase, and it is in the best interests of the agency and its Members to have the flexibility to consider amendments to the JPA on an as-needed basis. Additionally, April is expected to be a relatively busy month for the agency and its Members, and it would be generally beneficial if JPA amendments could be considered outside of this month.

CPCNH's legal counsel reviewed this proposed amendment prior to its consideration at the April CPCNH Annual Membership Meeting and found it reasonable and well drafted.

An example of the type of amendment that could have been implemented sooner than at the Annual Meeting — which the Membership did unanimously approve in April — is provided below. It amended Article IX, Section 1 to allow Members to meet more frequently while maintaining compliance with NH's in-person quorum requirements for public meetings. The amendment is shown in red italics below:

A majority of members of any committee shall constitute a quorum *unless the Board specifies otherwise*.

A suggested motion: ***MOVE that the Exeter Select Board approves the amendment to Article XVI, Section 2 of the Joint Powers Agreement of the Community Power Coalition of New Hampshire as presented in the packet for this meeting.***

APPENDIX 1: COMMUNITY POWER ENABLING STATUTES AND AMENDMENTS

RSA 53-E

Aggregation of Electric Customers by Municipalities And Counties

HB 315

(Amendments to RSA 53-E and related statutes adopted June 24, 2021)

***AN ACT relative to the aggregation of electric customers and municipal host customer generators serving
political subdivisions***

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 53-E

AGGREGATION OF ELECTRIC CUSTOMERS BY MUNICIPALITIES AND COUNTIES

Section 53-E:1

53-E:1 Statement of Purpose. – The general court finds it to be in the public interest to allow municipalities and counties to aggregate retail electric customers, as necessary, to provide such customers access to competitive markets for supplies of electricity and related energy services. The general court finds that aggregation may provide small customers with similar opportunities to those available to larger customers in obtaining lower electric costs, reliable service, and secure energy supplies. The purpose of aggregation shall be to encourage voluntary, cost effective and innovative solutions to local needs with careful consideration of local conditions and opportunities.

Source. 1996, 192:2, eff. Aug. 2, 1996.

Section 53-E:2

53-E:2 Definitions. –

In this chapter:

- I. "Aggregation" means the grouping of retail electric customers to provide, broker, or contract for electric power supply and energy services for such customers.
- II. "Aggregator" means, unless the context indicates otherwise, a municipality or county that engages in aggregation of electric customers within its boundaries.
- III. "Commission" means the public utilities commission.
- IV. "Committee" means the electric aggregation committee established under RSA 53-E:6.
- V. "County" means any county within the state.
- VI. "Municipality" means any city, town, unincorporated place, or village district within the state.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:1, eff. Oct. 1, 2019.

Section 53-E:3

53-E:3 Municipal and County Authorities. –

Any municipality or county may:

- I. Aggregate the retail electric customers within its boundaries who do not opt out of or who consent to being included in an aggregation program.

II. (a) Enter into agreements and provide for:

(1) The supply of electric power.

(2) Demand side management.

(3) Conservation.

(4) Meter reading.

(5) Customer service.

(6) Other related services.

(7) The operation of energy efficiency and clean energy districts adopted by a municipality pursuant to RSA 53-F and as approved by the municipality's governing body.

(b) Such agreements may be entered into and such services may be provided by a single municipality or county, or by a group of such entities operating jointly pursuant to RSA 53-A.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:2, eff. Oct. 1, 2019.

Section 53-E:3-a

53-E:3-a Municipal Aggregators Authorized. – Municipal aggregators of electricity load under this chapter, and municipalities operating municipal electric utilities under RSA 38, are expressly authorized to aggregate other services commonly and regularly billed to customers. Municipalities may operate approved aggregation programs as self-supporting enterprise funds including the use of revenue bonds pursuant to RSA 33-B and RSA 374-D and loans from other municipal enterprise funds as may be approved by the governing body and the legislative body of the municipality. Any such loans from other municipal enterprise funds shall be used for purposes that have a clear nexus to the primary purposes of such other funds, such as generation, storage, or sale of power generated from sites, facilities, or resources that might otherwise be operated or produced by the other enterprise fund. Nothing in this chapter shall be deemed to limit the capacity of customers to select any service or combination of services offered by such municipal aggregators or to limit the municipality from combining billing for any or all utility services.

Source. 1997, 298:20, eff. June 20, 1997. 2019, 316:2, eff. Oct. 1, 2019.

Section 53-E:3-b

53-E:3-b Use of "Community Power" as a Name Reserved. – The use of the term "Community Power" following the name of a municipality or county shall be reserved for the exclusive use by such entity as a name for proposed or approved municipal or county aggregations. Aggregations operated jointly by a group of such entities pursuant to RSA 53-A may adopt an appropriate identifying name in conjunction with the term "Community Power" as a name.

Source. 2019, 316:3, eff. Oct. 1, 2019.

Section 53-E:4

53-E:4 Regulation. –

I. An aggregator operating under this chapter shall not be considered a utility engaging in the wholesale purchase and resale of electric power and shall not be considered a municipal utility under RSA 38. Providing electric power or energy services to aggregated customers within a municipality or county shall not be considered a wholesale utility transaction. However, a municipal or county aggregation may elect to

participate in the ISO New England wholesale energy market as a load serving entity for the purpose of procuring or selling electrical energy or capacity on behalf of its participating retail electric customers, including itself.

II. The provision of aggregated electric power and energy services under this chapter shall be regulated by this chapter and any other applicable laws governing aggregated electric power and energy services in competitive electric markets.

III. Transmission and distribution services shall remain with the transmission and distribution utilities, who shall be paid for such services according to rate schedules approved by the applicable regulatory authority, which may include optional time varying rates for transmission and distribution services that may be offered by distribution utilities on a pilot or regular basis. An aggregator shall not be required to own any utility property or equipment to provide electric power and energy services to its customers.

IV. For the purpose of obtaining interval meter data for load settlement, the provision of energy services, and near real-time customer access to such data, a municipal and county aggregator may contribute to the cost of electric utility provided meter upgrades, jointly own revenue grade meters with an electric utility, or provide its own revenue grade electric meter, which would be in addition to a utility provided meter, subject to the commission finding in the public good and approval of the terms and conditions for such arrangements, including sharing or transfer of meter data from and to the electric distribution utility.

V. Municipal or county aggregations that supply power shall be treated as competitive electricity suppliers for the purpose of access to the electric distribution utility's electronic data interface and for ceasing operations.

VI. Municipal or county aggregations shall be subject to RSA 363:38 as service providers and individual customer data shall be treated as confidential private information and shall not be subject to public disclosure under RSA 91-A. An approved aggregation may use individual customer data to comply with the provisions of RSA 53-E:7, II and for research and development of potential new energy services to offer to customer participants.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019.

Section 53-E:5

53-E:5 Financial Responsibility. – Retail electric customers who choose not to participate in an aggregation program adopted under RSA 53-E:7 shall not be responsible for, and no entity shall require them to pay, any costs associated with such program, through taxes or otherwise except for electric power supply or energy services consumed directly by the municipality or county, or incidental costs, which may include costs necessary to comply with the provisions of this chapter up to the time that the aggregation starts to produce revenue from participating customers.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019.

Section 53-E:6

53-E:6 Electric Aggregation Plan. –

I. The governing body of a municipality or county may form an electric aggregation committee to develop a plan for an aggregation program for its citizens. A municipality or county may join other municipalities or counties in developing such plans.

II. The plan shall provide universal access, reliability, and equitable treatment of all classes of customers subject to any differences arising from varying opportunities, tariffs, and arrangements between different electric distribution utilities in their respective franchise territories, and shall meet, at a minimum, the basic

environmental and service standards established by the commission and other applicable agencies and laws concerning aggregated service.

III. The plan shall detail:

(a) The organizational structure of the program.

(b) Operation and funding.

(c) Rate setting and other costs to participants, including whether energy supply services are offered on an opt-in basis or on an opt-out basis as an alternative default service.

(d) The methods for entering and terminating agreements with other entities.

(e) The rights and responsibilities of program participants.

(f) How net metered electricity exported to the distribution grid by program participants, including for group net metering, will be compensated and accounted for.

(g) How the program will ensure participants who are enrolled in the Electric Assistance Program administered by the commission will receive their discount.

(h) Termination of the program.

IV. The committee shall approve a final plan which the committee determines is in the best, long-term interest of the municipality or county and the ratepayers.

V. The committee shall solicit public input in the planning process and shall hold public hearings.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019.

Section 53-E:7

53-E:7 Aggregation Program. –

I. The governing body of a municipality or county may submit to its legislative body for adoption a final plan for an aggregation program or any revision to include an opt-out default service program, to be approved by a majority of those present and voting.

II. If the plan is adopted or once adopted is revised to include an opt-out alternative default service, the municipality or county shall mail written notification to each retail electric customer within the municipality or county. To enable such mailed notification and notwithstanding RSA 363:38, after an aggregation plan is duly approved the electric distribution utility or utilities serving an adopting municipality or county shall provide to such municipality or county a current list of the names and mailing addresses of all their electric customers taking distribution service within the municipality or county. Notification shall include a description of the aggregation program, the implications to the municipality or county, and the rights and responsibilities that the participants will have under the program, and if provided on an opt-out basis, the fixed rate or charges that will apply. No retail electric customer shall be included in a program in which the customer does not know all of the rates or charges the customer may be subject to at least 30 days in advance of the customer's application and has the option, for a period of not less than 30 days from the date of the mailing, to opt out of being enrolled in such program, unless the customer affirmatively responds to the notification or requests in writing to be included in the program.

III. Within 15 days after notification of the plan has been sent to retail electric customers in the service area, a public information meeting to answer questions on the program shall be held.

IV. Services proposed to be offered by or through the aggregation shall be on an opt-in basis unless the approved aggregation plan explicitly creates an opt-out alternative default energy service program where the rate or price is known at least 30 days in advance of its application and, for a period of not less than 30 days from the date notification is mailed, the customer has the opportunity to opt out of being enrolled in such program, by return postcard, website, or such additional means as may be provided. Customers who are on default service provided by an electric distribution utility shall be automatically enrolled in an aggregation

provided alternative default service if they do not elect to opt out. Customers opting out will instead remain on default service. Customers taking energy service from a competitive electricity supplier shall not be automatically enrolled in any aggregation program, but may voluntarily opt in. New customers to the electric distribution utility after the notification mailing required by paragraph II shall be given a choice of enrolling in utility provided default service or aggregation provided default service, where such exists. New customers shall be informed of pricing for each when they apply for service. Such new customers may also enroll with a competitive electricity supplier. New customers who do not make such a choice shall be enrolled in the default service of any geographically appropriate approved aggregation, or, if none exists, the utility provided default service. Municipal aggregations shall take priority or precedence over any county aggregations. Customers automatically enrolled in a municipal or county provided default service shall be free to elect to return to utility provided default service or to transfer to a competitive electricity supplier with adequate notice in advance of the next regular meter reading by the distribution utility, in the same manner as if they were on utility provided default service or as approved by the commission.

V. Once adopted, an aggregation plan and program may be amended and modified from time to time as provided by the governing body of the municipality or county. In all cases the establishment of an opt-out default service program shall be approved as provided in paragraph I.

VI. The commission may adopt rules, under RSA 541-A, to implement this chapter, including but not limited to rules governing the relationship between municipal or county aggregators and distribution utilities, metering, notice of the commencement or termination of aggregation services and products, and the reestablishment of a municipal or county aggregation that has substantially ceased to provide services. Where the commission has adopted rules in conformity with this chapter, complaints to and proceedings before the commission shall not be subject to RSA 541-A:29 or RSA 541-A:29-a.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019.

Section 53-E:8

53-E:8 Other Aggregators. – Nothing in this chapter shall preclude private aggregators from operating in service areas served by municipal or county aggregators.

Source. 1996, 192:2, eff. Aug. 2, 1996.

HB315CHAPTER 229
HB 315 - FINAL VERSION

9Apr2021... 0748h
 05/13/2021 1294s
 05/13/2021 1400s
 24Jun2021... 1987CofC
 24Jun2021... 2066EBA

2021 SESSION

21-0533
 10/08

HOUSE BILL **315**

AN ACT relative to the aggregation of electric customers and municipal host customer generators serving political subdivisions.

SPONSORS: Rep. Vosc. Rock. 9; Rep. Cali-Pitts. Rock. 30; Rep. Harrington, Straf. 3; Rep. Thomas, Rock. 5

COMMITTEE: Science, Technology and Energy

AMENDED ANALYSIS

This bill revises the procedures applicable to municipal or county aggregators and municipal electric utilities for the aggregation of energy services. This bill also establishes an exemption under net energy metering for net metered facilities that generate electricity to offset electrical requirements of a group consisting of political subdivisions.

Explanation: Matter added to current law appears in *bold italics*.
 Matter removed from current law appears ~~[in brackets and struckthrough.]~~
 Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

9Apr2021... 0748h
 05/13/2021 1294s
 05/13/2021 1400s
 24Jun2021... 1987CofC
 24Jun2021... 2066EBA 21-0533
 10/08

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty One

AN ACT relative to the aggregation of electric customers and municipal host customer generators serving political subdivisions.

Be it Enacted by the Senate and House of Representatives in General Court convened:

229:1 Aggregation of Electric Customers; Definition; Aggregation. Amend RSA 53-E:2, I to read as follows:

I. "Aggregation" means the grouping of retail electric customers to provide, broker, or contract for ~~[electric power supply and]~~ energy services for such customers.

229:2 New Paragraph; Definition; Energy Services. Amend RSA 53-E:2 by inserting after paragraph V the following new paragraph:

V-a. "Energy services" means the provision of electric power supply solely or in combination with any or all of the services specified in RSA 53-E:3.

229:3 Municipal and County Authority; Agreements. Amend RSA 53-E:3, II(a) to read as follows:

II.(a) Enter into agreements and provide for *energy services, specifically:*

- (1) The supply of electric power *and capacity*.
- (2) Demand side management.
- (3) Conservation.
- (4) Meter reading, *with commission approval for meters owned or controlled by the electric distribution utilities or used for load settlement.*

(5) Customer service for aggregation provided services.

(6) Other related services.

(7) The operation of energy efficiency and clean energy districts adopted by a municipality pursuant to RSA 53-F and as approved by the municipality's governing body.

229:4 Municipal Aggregators. Amend RSA 53-E:3-a to read as follows:

53-E:3-a Municipal Aggregators Authorized. Municipal aggregators of electricity load under this chapter, and municipalities operating municipal electric utilities under RSA 38, are expressly authorized to aggregate energy services ~~[commonly and regularly billed to customers]~~ as described in RSA 53-E:3. Municipalities may operate approved aggregation programs as self-supporting enterprise funds including the use of revenue pursuant to RSA 33-B and RSA 374-D and loans from other municipal enterprise funds as may be approved by the governing body and the legislative body of the municipality. Any such loans from other municipal enterprise funds shall be used for purposes that have a clear nexus to the primary purposes of such other funds, such as generation, storage, or sale of power generated from sites, facilities, or resources that might otherwise be produced by the other enterprise fund. Nothing in this chapter shall be deemed to limit the capacity of customers to select any service or combination of services offered by such municipal aggregators or to limit a municipality from combining billing for ~~[any or all utility]~~ energy services with other municipal services.

229:5 Regulation of Aggregators. Amend RSA 53-E:4, I to read as follows:

I. An aggregator operating under this chapter shall not be considered a public utility ~~[engaging in the wholesale purchase and resale of electric power]~~ under RSA 362:2 and shall not be considered a municipal utility under RSA 38. ~~[Providing electric power or energy services to aggregated customers within a municipality or county shall not be considered a wholesale utility transaction. However.]~~ A municipal or county aggregation may participate in the ISO New England wholesale energy market as a load serving entity for the purpose of procuring or selling electrical energy or capacity on behalf of its participating retail electric customers, including its

229:6 Regulation of Aggregators. Amend RSA 53-E:4, IV to read as follows:

IV. For the purpose of obtaining interval meter data for load settlement, the provision of energy services, and near real-time customer access to such data, a municipal and county aggregator may contribute to the cost of utility provided meter upgrades, jointly own revenue grade meters with an electric utility, or provide its own revenue grade electric meter, which would be in addition to a utility provided meter~~[-]~~. *Such metering shall be implemented* subject to the commission finding *it is* in the public good, *assuring that meters used for distribution tariff implementation remain under the control and majority ownership of the electric distribution utility and* ~~[approval of]~~ otherwise approving the terms and conditions for such arrangements, including sharing or transfer of meter data from and to the electric distribution utility.

229:7 Financial Responsibility. Amend RSA 53-E:5 to read as follows:

53-E:5 Financial Responsibility. Retail electric customers who choose not to participate in an aggregation program adopted under RSA 53-E:7 shall not be responsible for, and no entity shall require them to pay, are associated with such program, through taxes or otherwise except for electric power supply or energy services consumed directly by the municipality or county, or incidental costs, which may include costs necessary to comply with the provisions of this chapter up to the time that the aggregation starts to produce revenue from participating customers, *but shall not include any capitalized or operating costs of an aggregation program.*

229:8 Electric Aggregation Plan. Amend RSA 53-E:6, I to read as follows:

I. The governing body of a municipality or county may form an electric aggregation committee to develop a plan for an aggregation program for its citizens. A municipality or county may join other municipalities or counties in developing such plans. *A county plan may provide an aggregation program for all or a subset of municipalities within the county that request to participate by a majority vote of their respective governing bodies.*

229:9 Aggregation Program. RSA 53-E:7 is repealed and reenacted to read as follows:

53-E:7 Aggregation Program.

I. The governing body of a municipality or county may submit to its legislative body for adoption a final plan for an aggregation program or any revision to include an opt-out aggregation program, to be approved by a majority of those present and voting.

II. Every electric aggregation plan and any revision of a plan to include an opt-out default service program shall be submitted to the commission, either before or after being submitted by the governing body to the legislative body for approval, to determine whether the plan conforms to the requirements of this chapter and applicable rules of the commission. The commission shall approve any plan submitted to it unless it finds that it does not meet the requirements of this chapter and other applicable rules and shall detail in writing addressed to the governing bodies of the municipalities or counties concerned, the specific respects in which the proposed plan fails to meet the requirements of this chapter and applicable rules. Failure to disapprove a plan submitted hereunder within 60 days of its submission shall constitute approval thereof. A municipality or county may submit a plan that is revised to comply with applicable requirements at any time and start the review process over. Any plan submitted to the commission under this paragraph shall also be submitted on the same date to the office of the consumer advocate under RSA 363:28 and any electric distribution utility providing service within the jurisdiction of the municipality or county. The consumer advocate, utilities, and members of the public may file comments about such plans within the first 21 days of their submission. Commission review and approval of electric aggregation plans shall not require a contested case but shall allow time for submission and consideration of all comments.

III. If the plan is adopted or once adopted is revised to include an opt-out service, the municipality or county shall mail written notification to each retail electric customer within the municipality or county service area. Such mailed notification and notwithstanding RSA 363:38, after an aggregation plan is duly approved the electric distribution utility or utilities serving an adopting municipality or county shall provide to the municipality or county a current list of the names and mailing addresses of all electric customers taking distribution service within the municipality or county service area, and for such customers on utility provided service, the account numbers and any other information necessary for successful enrollment in the aggregation. Notification shall include a description of the aggregation program, the implications to the municipality or county, and the rights and responsibilities that the participants will have under the program, and if provided on an opt-out basis, the fixed rate or charges that will apply. No retail electric customer shall be included in the aggregation program in which the customer does not know all of the rates or charges the customer may be subject to at least 30 days in advance and has the option, for a period of not less than 30 days from the date of the mailing out of being enrolled in such program, unless the customer affirmatively responds to the notification or requests in writing to be included in the program.

IV. Within 15 days after notification of the plan has been sent to retail electric customers in the service area, a public information meeting to answer questions on the program shall be held.

V. Services proposed to be offered by or through the aggregation shall be on an opt-in basis unless the adopted aggregation plan explicitly creates an opt-out alternative default energy service program where the rate or charges are known at least 30 days in advance of its application and, for a period of not less than 30 days from the date notification is mailed, the customer has the opportunity to opt out of being enrolled in such program, by postcard, website, or such additional means as may be provided. Customers who are on default service provided by an electric distribution utility shall be enrolled by the aggregator in an aggregation provided alternative default service if they do not elect to opt out. Customers opting out will instead remain on utility provided default service. Customers taking energy service from a competitive electricity supplier shall not be enrolled in the aggregation program, unless they voluntarily opt in.

VI. New customers to the electric distribution utility after the notification mailing required by paragraph III shall initially be enrolled in utility provided default service unless the customer has relocated within a single service area and is continuing service with a competitive supplier or a municipal or county aggregation program. Upon request of an aggregator, but not more frequently than monthly and notwithstanding RSA 363:38, the utility shall make available to each operating municipal aggregation, or county aggregation where there is no municipal aggregation, the names, account numbers, mailing addresses, and any other information necessary for successful enrollment in the aggregation of customers that are new to or then currently on electric distribution utility provided default service after they have provided the customer list for the initial customer mailing required by paragraph III and that are located within the aggregation service area. The aggregation shall periodically mail a written notification to such new customers that have not previously opted out of the aggregator's service and shall enroll them in the aggregation consistent with the opt-in or opt-out requirements of this paragraph and paragraph III.

VII. Municipal aggregations shall take priority or precedence over any county aggregations and each such aggregation shall be responsible for assuring that customers are enrolled with the correct aggregation.

VIII. Customers enrolled in a municipal- or county-provided default service shall be free to elect to transfer to utility provided default service or to transfer to a competitive electricity supplier with adequate notice in writing of the next regular meter reading by the distribution utility, in the same manner as if they were on utility provided default service or as approved by the commission. No such customer shall be required to pay any exit charge for such transfer. Customers requesting transfer of supply service upon dates other than on the next available regular meter reading date may be charged an off-cycle meter reading and billing charge. Upon request of the customer the aggregator shall transfer the customer back to utility provided default service.

IX. Once adopted, an aggregation plan and program may be amended and modified from time to time as provided by the governing body of the municipality or county. In all cases the establishment of an opt-out service program shall be approved as provided in paragraphs I, II, and IV.

X. The commission shall adopt rules, under RSA 541-A, to implement this chapter and, to the extent authorities granted to municipalities and counties by this chapter materially affect the interests of electric distribution utilities and their customers, to reasonably balance such interests with those of municipalities and counties for the public good, which may also be done through adjudicative proceedings to the extent specified or not addressed in rules. Such rules shall include but not be limited to rules governing the relationship between municipal and county aggregators and distribution utilities, metering, billing, access to customer data for planning and operations of aggregations, notice of the commencement or termination of aggregation services and products, and the reestablishment of a municipal or county aggregation that has substantially ceased to provide services. Where the commission has adopted rules in conformity with this chapter, complaints to and proceedings before the commission shall not be subject to RSA 541-A:29 or RSA 541-A:29-a.

229:10 New Section; Billing Arrangements. Amend RSA 53-E by inserting after section 8 the following new section:

53-E:9 Billing Arrangements.

I. For purposes of this section the term "supplier" shall mean an aggregator functioning as a load serving entity under this chapter or a competitive electricity supplier serving an aggregation under this chapter. The term also includes competitive electricity suppliers generally to the extent and for such customer rate classes as the commission finds, after notice and hearing, that it is for the public good. Such a determination shall be on a case-by-case basis, if proposed and assented to by the utility.

II. Each electric distribution utility shall propose to the commission for review and approval a program for the purchase of receivables of the supplier in which the utility shall pay in a timely manner the amounts due to suppliers from customers for electricity supply and related services less a discount percentage rate equal to the utility's actual uncollectible rate, adjusted to recover capitalized and operating costs specific to the implementation and operation of the purchase of receivables program, including working capital. Additionally, such discount rate adjustments shall include a pro rata share of the cost of administering collection efforts such that the participation in the purchase of receivables program shall not require the utility or non-participating consumers to assume any costs arising from its use. Such pro rata costs must include, but not be limited to, any increase in the utility's bad debt write-offs attributable to participants in the purchase of receivables program, as approved by the commission. However, the allocation of costs arising from different rate components and determining the uncollectible rate shall be equitably allocated between such suppliers, utility provided default service, and other utility charges that are a part of consolidated billing by the utility as approved by the commission. The discount percentage rate shall be subject to periodic adjustment as approved by the commission.

229:11 Eligible Customer Generator; Exception Added for Municipal Hosts. Amend RSA 362-A:1-a, II-b through II-e to read as follows:

II-b. "Eligible customer-generator" or "customer-generator" means an electric utility customer who owns, operates, or purchases power from an electrical generating facility either powered by renewable energy or which employs a heat led combined heat and power system, with a total peak generating capacity of up to and including one megawatt, *except as provided for a municipal host as defined in paragraph II-c*, that is located behind a retail meter on the customer's premises, is interconnected and operates in parallel with the electric grid, and is used to offset the customer's own electricity requirements. Incremental generation added to an existing generating facility, that does not itself qualify for net metering, shall qualify if such incremental generation meets the qualifications of this paragraph and is metered separately from the nonqualifying facility.

II-c. "*Municipal host*" means a customer generator with a total peak generating capacity of greater than one megawatt and less than 5 megawatts used to offset the electricity requirements of a group consisting exclusively of one or more customers who are political subdivisions, provided that all customers are located within the same utility franchise service territory. A municipal host shall be located in the same municipality as all group members if the facility began operation after January 1, 2021. A municipal host may be owned by either a public or private entity. For this definition, "political subdivision" means any city, town, village, school district, chartered public school, village district, school administrative unit, or any district or entity created for a special purpose administered or funded by any of the above-named governmental units.

II-d. "Eligible fuel" means natural gas, propane, wood pellets, hydrogen, or heating oil when combusted with a burner, including air emission standards for the device using the approved fuel.

[II-d] II-e. "Heat led" means that the combined heat and power system is operated in a manner to satisfy the heat usage needs of the customer-generator.

[II-e] II-f. "Department" means the New Hampshire department of energy.

229:12 Utility Property Tax; Exclusion From Definition of Utility Property. Amend RSA 83-F:1, V(d) to read as follows:

(d) The electrical generation, production, storage, and supply equipment of an "eligible customer-generator" as defined in RSA 362-A:1-a, II-b, and of a "limited producer" as defined in RSA 362-A:1-a, III if selling electricity, *RSA 362-A:2-a, for facilities with a rated electricity production capacity of up to and including one megawatt;*

229:13 Effective Date.

I. Section 1-10 of this act shall take effect 60 days after its passage.

II. The remainder of this act shall take effect upon its passage.

Approved: August 26, 2021

Effective Date:

I. Sections 1-10 effective October 25, 2021.

II. Remainder effective August 26, 2021.

APPENDIX 2: PUBLIC INFORMATION MATERIALS

WHAT SHOULD EXETER RESIDENTS & BUSINESSES DO?

A Community Power Plan must be approved by the Select Board and brought to a Town vote.

GET INFORMED: The Exeter Community Power Aggregation Committee (ECPAC)*, authorized by the Exeter Select Board in May 2021, is preparing an Electric Aggregation Plan (EAP) which will be submitted to the Select Board. View a recent panel discussion filmed by Exeter TV. Find the link on our webpage.

GIVE INPUT: Public Hearings will be held on November 29 and December 13. Please come with your thoughts and questions.

VOTE: If the Select Board approves the Electric Aggregation Plan, a warrant article will be presented for vote at Town Meeting in March 2022, to establish the Community Power Plan.

PARTICIPATE: If adopted, most residents and businesses currently served by Unitil will automatically be enrolled in the community power plan, but may opt out at any time.



*The ECPAC is associated with the Town of Exeter Energy Committee



2021-2022

SCHEDULE

11/29/21 Public Hearing #1 at Nowak Room

12/6/21 Deliver proposal to Exeter Select Board

12/13/21 Public Hearing #2 at Nowak Room

If Select Board approves then:

1/18/21 Select Board writes a warrant article

2/5/22 Town Deliberative Session

3/8/22 Town Vote

For more information:

Community Power Coalition of NH

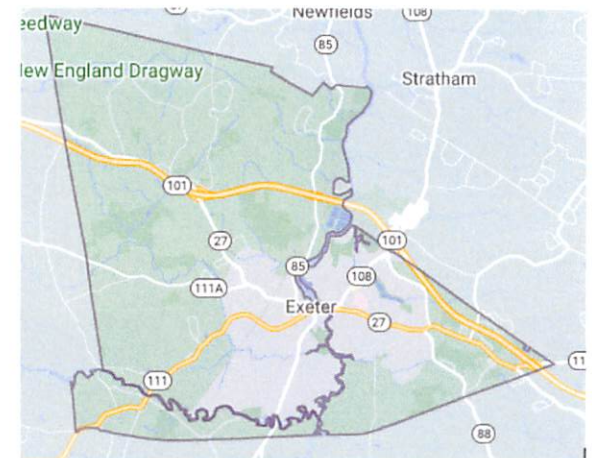
www.cpcnh.org

Exeter's Community Power Web Page

www.exeternh.gov/bcc-cpac

Exeter Community Power Aggregation

What you need to know about our electricity



What is Community Power Aggregation?

In many states across the country, municipalities and counties have launched regional Community Power Aggregation programs as a means of taking control of their combined electricity purchases, both to reduce the cost to consumers and to push for production of more renewable energy.

In New Hampshire, Community Power Aggregation (CPA), authorized by NH RSA 53-E, works by having a large group of customers come together to buy their electricity directly from the producer instead of having the utility, such as Unitil, purchase it. The benefit of initiating a CPA in Exeter is to be able to offer residents and customers a higher mix of renewable energy supplies at comparatively lower costs than currently available.

Currently, Exeter's primary utility provider, Unitil, purchases electric power for most Exeter residents and businesses every six months. This is called the "default supply". If approved by Exeter, Community Power would allow the town to purchase electric power on behalf of residents, businesses, and municipal accounts from alternative energy suppliers. Customers can choose to opt out of Community Power agreement at any time. Unitil would continue to deliver the electricity, maintain the equipment and lines and handle billing.

The current "default supply" includes about 20% in renewable sources. The intention of the Community Power plan is to add other options, some with greater percentages of renewables at competitive prices.

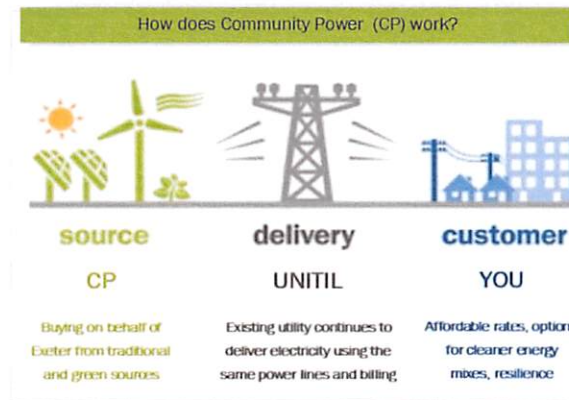
Benefits

LOCAL CONTROL: Making decisions for the town and getting the benefit of economies of scale to lower costs and increase renewables in the electric supply.

CUSTOMER CHOICE: Customers can choose what types of energy supply they want to be using and can also choose whether to participate in the program

CLEAN ENERGY: Through choice at both the municipal and individual customer levels, Exeter can both benefit from and invest in the development of clean energy resources

INNOVATION: Community Power programs can create a number of benefits for residents and businesses including: affordable rates, green power options, demand response and time varying rates, greater access to rooftop solar, home energy storage or other technology innovations.



Energy Source: COMMUNITY POWER—Pooled Purchasing Power for Energy Supply

Energy Delivery: UTILITY—Delivers electricity, maintains equipment, handles billing

Energy Customer: YOU—Benefits from affordable rates, local control, more clean energy

Frequently Asked Questions

Q: What is the cost Exeter residents and businesses?

A: There is no additional cost to Exeter taxpayers to participate in a Community Power program. Resident and business electricity costs will depend what the CPA has negotiated and on what mix of energy sources they chose.

Q: Why is Exeter investigating Community Power now?

A: A Community Power has been allowed in NH since electric deregulation in 1993. It has never been used because of flaws and limitations in the governing law (RSA 53-E). That law was changed in 2019 and since then a coalition of about 15 NH communities, including Exeter, has formed to facilitate Community Power programs. Based on recommendations from the Energy Committee, the Exeter Select Board formed an Electric Aggregation Committee in May 2021 to develop a plan for establishing Exeter Community Power.

Q: If Exeter's electric aggregation plan is approved by the Select Board and adopted by vote at Town Meeting, will I be required to participate in the Community Power program?

A: No. However, you will be automatically included unless you opt out, which you can easily do at any time. If you already receive power from an alternative provider, you will not be included in Exeter's program unless you choose to opt in.

Q: How will low-income customers be accommodated?

A: We don't anticipate there will be any change in assistance available to low income households as a result of shifting to a community power energy supply model.

Press Release

Exeter investigates advisability of Community Power for residents and town

The Exeter Community Power Aggregation Committee (ECPAC) is developing a plan to allow residents and the town to purchase electricity directly from suppliers. Community Power programs allow for options to use renewable energy sources and enable participating towns to procure electricity for residents and businesses at lower cost. The plan will be submitted to the Select Board and, if approved, will be on the ballot for a town vote at the meeting in March 2022.

To be fair, the savings are not likely to be dramatic for residential users – typically about \$50 to \$75 annually. A more significant advantage, though, is that community power plans allow individual consumers to choose the amount of renewable energy in their electricity supply. For instance, a consumer could choose a low-cost plan with a renewable mix like that provided by their utility or choose an alternative plan with a larger proportion of renewables. Community Power plans do not lock consumers into their service; consumers can opt out of a plan at any time to return to the service provided by their utility ensuring no change to their electric supply. If Exeter adopts a Community Power program, Unitil would continue as the energy distributor, maintaining lines and poles, handling billing and customer service just as before.

The town too can benefit from a community power plan. Some of the savings from direct energy purchase can be used to fund projects in the town such as modernized metering, energy storage to provide resilience to power disruptions and price spikes, and the inclusion of local energy sources into the town's electricity supply.

Community Power programs, which enable NH communities to adopt community power, had bipartisan support in the state legislature and from Governor Sununu. Keene, Hanover, Nashua, and Harrisville are some of the NH municipalities in the process of implementing community power programs. Community Power Programs have operated successfully in several states for many years.

The ECPAC will begin holding information sessions for residents and businesses beginning in November. The first information session will be live on Exeter TV Channel 98 as well as Exeter TV's Facebook page on November 17th at 7:00 pm. Those looking to join in on the discussion can register for a Zoom webinar to submit questions using the Q&A feature. The information session will consist of a pre-recorded panel discussion about Community Power followed by live Q&A with the panelists.

[To Register for the Webinar, click here.](#)

Or go to: https://exeternh.zoom.us/webinar/register/WN_dDy0K12bQ2-5XkoaQm4Bsw



“Community Choice Electric Power”

Explore Exeter’s options for Community Power

Panel Discussion on Zoom
Wed., Nov. 17th at 7pm
Zoom info-session followed by Q&A

Moderated by Town Planner, Dave Sharples. Panel members include:

Julia Griffin, Hanover Town Manager;

Henry Herndon, Clean Power Coalition of NH Director;

Alec O’Meara, Unitil Media Relations Manager;

Nick Devonshire & Cliff Sinnott of Exeter Community Power Aggregation Committee

Watch live on Exeter TV:

cable channel 98, “Exeter TV” Facebook page or YouTube

To participate in the Q&A session, please request the Zoom link at:

<https://bit.ly/ExeterCommunityPower>

How does Community Power (CP) work?



source

delivery

customer

CP

UNITIL

YOU

Buying on behalf of Exeter from traditional and green sources

Existing utility continues to deliver electricity using the same power lines and billing

Affordable rates, options for cleaner energy mixes, resilience

What is Community Power?

Community Power, authorized by NH RSA 53-E, is a program that allows local governments to procure electric power on behalf of their residents, businesses, and municipal accounts from alternative suppliers. If adopted by a town, citizens and businesses may opt-out at anytime and return to their original plan.

The Exeter Select Board authorized the Exeter Community Power Aggregation Committee (ECPAC), a sub-committee of the town energy committee, to gather information and present an energy aggregation plan (EAP) to the Select Board. If approved, the plan will appear as a warrant article for the town vote in March.



APPENDIX 3: COMMUNITY POWER SURVEY

DRAFT

Community Power Survey

In 2019 NH enacted legislation empowering municipalities to purchase electrical energy directly from suppliers giving municipalities the ability to provide residents and businesses electricity at competitive rates while allowing individual consumers choice concerning the amount of renewable energy in their energy supply. Local electric distribution utilities would continue to own and operate the "poles and wires" delivering electricity to all customers in the municipality and customers enrolled in a community power program may opt out at any time to return to utility of third-party supply. Community power programs enable consumers to select a cleaner mix of energy at a rate similar to or less than that from the utility.

In June of this year the Exeter Select Board approved the formation of the Exeter Community Power Aggregation Committee and charged it with the task of investigating community power and drafting a community power plan for Exeter. The Committee has prepared this survey to collect information in order to prepare a Community Power Plan that meets the interests and needs of the Exeter community.

Your Electricity Supply:

1. Who is your electricity supplier? You may have signed a contract with a so called "third party" supplier. If so, the name of that supplier will appear in the "Electric Supplier Service" portion of your Unitil electric bill. If no supplier name appears, Unitil is your default supplier.

- Unitil
- Don't know
- Third party supplier /other

2. If your answer to question 1 was Unitil, why did you stay with Unitil. Check all that apply.

- I did not know I had a choice
- I see no need to look for a different supplier
- I tried but could not find good rates
- I heard it is too risky to switch
- Other _____

3. If your answer to question 1 was "third party supplier/other", Why did you choose a supplier other than Unitil? Check all that apply.

- More renewable content

- Better rate
- Other _____

4. What would you want a Community Power Program to bring to Exeter? Check all that apply.

- Choice of electricity options
- Competitive rates
- Increased local renewable energy
- Lower energy bills
- Local jobs
- Increased knowledge about energy and how to reduce costs
- Other _____

5. Several NH communities have set goals for municipal energy usage. Should Exeter do the same?

- Yes, 100% renewable by 2030
- Yes, 100% renewable by 2040
- Yes, 100% renewable by 2050
- No, a renewable energy goal is unnecessary.

6. Are you interested in adding more renewable energy to your electricity supply?

- I would like more renewable energy if I can still pay about the same as I pay today.
- I would like more renewable energy and I am willing to pay a little more than I pay today.
- I would like all (100%) renewable energy and am willing to pay more
- No, I would not like more renewable energy

7. Do you generate your own electricity with solar panels or another method?

- Yes, with solar panels
- No
- Other _____

Tell us about yourself

8. I am responding for a

- Home in Exeter
- Business in Exeter
- Other _____

9. Do you

- Own?
- Rent?

10. Does your household/business pay the electric utility bill?

- Yes
- No

11. Which best matches your age?

- Under 18
- 18-40
- 41-65
- 65+

12. Which best matches your household income level?

- Under \$50,000
- \$51,000 – 99,000
- \$100,000 +

**APPENDIX 4: EXETER COMMUNITY POWER QUESTION AND ANSWERS
SCRIPT**

Community Power

Frequently Asked Questions

1. What is a community power aggregation (CPA) and how might Exeter's consumers, residential and commercial benefit from participation in Exeter's CPA?

Community power allows a community to have more control over what sources of energy are delivered to its customers through the utility and brings the opportunity to both lower cost and expand the renewable energy component of the energy supply available to Exeter customers.

In brief, Community Power Aggregation works by having a large group of customers come together to buy their energy supply directly from the producer of the energy instead of having our local utility, Unitil, buy it. Unitil would continue to distribute the energy to Exeter residents, businesses and the town. Under the CPA model, Exeter or an organization acting on the Town's behalf would do the purchasing and would have the opportunity to negotiate the energy source mix, the length of the contract and the price of the energy supplied to Unitil for use by Exeter's customers.

A large part of the reason for initiating a CPA in Exeter is to be able to offer residents and customers a higher mix of renewable energy supplies at comparatively lower costs than currently available. In addition to that, other benefits are expected in the future. A small fraction of the rate charged for energy supply will be set aside in an energy reserve fund which will accumulate over time and be available to fund energy initiatives offered to Exeter customers. These could include subsidized smart meters, residential solar incentives, energy storage and efficiency projects and even development of renewable energy projects. In many parts of the country the CPA model includes the development of local or regional renewable energy, energy storage and grid modernization projects funded through proceeds generated by the CPA.

2. Why is the Town pursuing CPA in the first place, and why now?

The Exeter Energy Committee recommended to the Select Board last spring that that the Town begin formally exploring the creation of CPA to take advantage of the potential benefits described in answer to the first question – namely – reducing the cost of the default energy supply, making more renewable energy options available to Exeter customers and, longer term, developing innovative energy projects without burdening Exeter taxpayers. The reason this is coming up now is that a change was made in 2019 to the state enabling law for CPAs (RSA 53-E) which make their formation more feasible to start and more viable to operate. The major change was to allow a CPA, once established, to enroll all retail customers in its community into the program automatically unless they opted out or were already enrolled with an alternative (non-default) energy supplier. That change means that CPAs begin with a substantial ("aggregated") customer energy demand with which to negotiate for energy supply. As a result of this change, there has been a large uptick in CPA interest by municipalities. To date, about a

dozen communities and counties in New Hampshire, including Exeter, are actively studying and/or creating CPAs. On October 1st, a new coalition of New Hampshire municipal governments was created to help facilitate CPA formation and provide energy market expertise and broker services that will be needed for their successful operation. (See question 5)

3. How does a CPA work?

To understand how a CPA works we need to talk a little about energy deregulation. Community Power Aggregation taps into a key feature of energy utility deregulation which occurred way back in the 1990s: the separation of energy *supply* from energy *distribution*. Since energy deregulation went into effect, utilities such as Unitil have been required to divest themselves of energy production facilities (e.g. power plants) and limit their business to energy distribution (e.g. the power distribution grid, powerlines, poles, transformers, substations, etc. and related administrative functions such as metering and billing). Meanwhile energy producers develop power generating capacity, produce electricity and sell it both to utilities and to end users. Deregulation envisioned that a high level of competition would develop in the energy *supply* side of the business, as electricity customers would be free to choose between suppliers. The suppliers would need to compete on price and perhaps other features. That was the theory. In reality, this competitive market has been very slow to develop, especially for retail consumers. It exists with large energy consumers such as industries and municipalities (for example, Exeter purchases its energy for its own municipal use through a competitive bid process and pays less per kWh than the default utility rate) but most end users, including most residential customers simply get their electricity supply from the utility's 'default supplier.' A principle reason why competition never developed at the end user level is *disaggregation*. There are too many residential end users, each using too little energy to create enough demand to successfully negotiate on price.

CPAs are designed to create that large scale aggregation of retail customers that can effectively negotiate on price in the energy market.

4. What must Exeter do to form a CPA and where is it in that the process?

The state law which governs the formation of CPAs, RSA 53-E, "AGGREGATION OF ELECTRIC CUSTOMERS BY MUNICIPALITIES AND COUNTIES" lays out quite specifically, what a community must do to set up a community power aggregation program. The basic steps, and our expected timeline on them are these:

1. Select Board establishes an Electric Aggregation Committee: Exeter did this in May, 2021, established as the Exeter Community Power Aggregation Committee (ECPAC)
2. The ECPAC prepares a Draft Community Power Aggregation Plan: In progress. The ECPAC started this in July and the draft is expected to be completed in November.
3. The Select Board will review and consider the Aggregation Plan and determine whether to present this to the Town legislative body for approval at the March Town Meeting: to be determined
4. Town Meeting approves or rejects the Community Power Plan and Program in March 2022

5. If approved, the Town submits the Community Power Program to the PUC and/or State Energy Commission for approval: expected in April-June 2022
6. Implementation of the Program begins in accordance with the Plan: begins following PUC approval
7. The Town contracts with the Community Power Coalition of New Hampshire or other third party to provide services to implement the plan, including acquiring contracts for electric energy delivery.
8. If energy costs are at or below existing default energy rates, program is launched for eligible customers in Exeter

5. Exeter is a member of the Community Power Coalition of New Hampshire. Can you explain what the Coalition is and what role they may have in Exeter's CPA.

The Community Power Coalition of New Hampshire is a newly incorporated public entity in New Hampshire formed under RSA 53-A which allows municipalities and counties in NH to work in combination to perform any task or duty they can do individually. CPCNH has been incorporated with 12 initial member municipalities, including Exeter, to assist towns in NH who undertake community power programs. As envisioned, they will provide four key services: first to provide technical assistance to towns who are developing community power programs; second to aggregate electricity demand from member communities who choose to participate to create greater bargaining power when purchasing electric power contracts, third to provide technical services to towns such as purchasing power contracts, and establishing risk management strategies and reserves to respond to volatility in electricity markets, and fourth, to develop innovative alternative energy, grid modernization and other projects in which member communities can choose to participate. Exeter is one of the initial incorporating members of the coalition. Although a member of the Coalition, Exeter is not committed to use its services if and when it implements its community power program. We can choose to contract with another community power service provider if we choose. The coalition will be funded from revenues generated from its power contracts. No local taxpayer funds will be used.

6. If Exeter's energy aggregation plan (EAP) is approved by the Select Board and adopted by town vote at Town Meeting, will I be required to participate in the community power program? How will customers be notified and can they decide not to participate in Exeter Community Power if they so choose?

In a word, NO, you will not be required to participate in the Exeter Community Power program. However, you will be automatically included unless you opt out. But the law is very clear on this point: all customers must be given ample notice (notice which must include the electric rates offered under the program mailed to every Unitil customer) and adequate timeframe (at least 30 days) to choose to opt out. You will also have the ability to opt out of the program later if you choose. If you already receive power from an alternative provider, you will not be included in Exeter's program unless to choose to opt in. And remember, the Community Power program will not launch if the default energy rate we offer is not equal to or below that of the utility default rate.

7. Unitil is the utility that currently supplies Exeter's electricity needs. What services does Unitil provide now and how will its role change if Exeter forms a CPA and adopts an energy aggregation plan?

Unitil's role will largely remain the same as now. It will still provide the distribution of energy to your home or business and will continue to handle billing for electricity. It will also still provide the default electricity supplier for those who choose to opt out of Exeter's program. The main difference for those who don't opt out is that the electric supplier charges (included as a line item in your bill) will come from Exeter Community Power instead of Unitil's default supplier.

8. Can you explain a little more about the difference between electric delivery charges and electric supplier charges that I currently see on my Unitil bill? What will change on my bill if I decide to participate in Exeter Community Power?

The only change (unless you have opted-out) will be that the portion of your bill labeled "ELECTRIC SUPPLIER SERVICE" will change from the default supplier to Exeter Community Power and may indicate the specific power option you have chosen (for example a higher renewable energy source mix). The "ELECTRIC SERVICE" portion of your bill (including "Customer Charge", "Delivery Charge", and "Stranded Cost Charge" will remain unchanged.

9. What choice will individual consumers have concerning the source of their electric supply? Will individual customers be able to choose options with varying amounts of renewable energy?

As mentioned earlier, a major reason that Community Power is being developed by Exeter is to provide electric customers greater opportunity to choose a larger portion of renewable energy in the "Energy Supplier" portion of their bill. Our intention is to offer two or three new mixes in addition to the default supply equivalent. The current default supply includes about 20% in renewable sources. We intend to add one 'tier' that includes about 50% renewable sources and another with a much greater portion of renewable sources – perhaps 90% or more.

10. How will low-income customers be accommodated

We don't anticipate there will be any change in assistance available to low-income households as a result of shifting to a community power energy supplier model. The statewide Electric Assistance Program (EAP) provides qualifying customers with a discount on their monthly electric bill ranging from 8% to 76% depending on income and other factors. The New Hampshire Legislature authorized funding for this statewide program as part of electric utility deregulation back in the 1990s. Since then, all electric utility ratepayers support the statewide EAP through the System Benefits Charge (SBC) portion of their monthly electric bill. Funds to support the energy assistance program available to Exeter residents will continue to be available through Southern New Hampshire Services throughout the state to identify and enroll eligible customers for the statewide EAP. Other energy assistance programs for weatherization efficiency upgrades under the NHSaves program will be unchanged.

11. *If Exeter adopts an energy aggregation plan (EAP) that authorizes its CPA to work with vendors to purchase electricity for the town's residents and businesses, what are the risks to those residential and commercial customers?*

The risk to customers is small. While it is certainly true that energy markets can be volatile and contracted costs for energy can swing significantly, Exeter Community Power will not be purchasing power directly, but rather through a third-party broker, either CPCNH or a private entity. A key part of the services provided by that broker is the management of energy pricing risk and hedging against this volatility. In addition, customers will be allowed to change their energy supplier either back to Unitil's default or to another energy supplier on either a monthly or quarterly basis.

12. *Currently Unitil and the PUC set the rates for its electricity customers. Who will set the rates if Exeter forms a CPA?*

Exeter Community Power will establish the rate for only the 'Energy Supply' portion of customer's electricity bill. The remainder consists of Electric Service charges (made up of customer charge, delivery charge, stranded cost charge, system benefits charge and taxes) are set by the utility and the PUC. For a New Hampshire household with the average electric energy demand of 630 kWh/month, at current Unitil rates, the energy supply portion would consist of about 39% on the monthly bill with the balance being electric delivery and service charges.

13. *Have other communities in New Hampshire established CPAs and if so, where are they in the process and how successful have they been?*

This is rapidly evolving, but as of mid October 2021, at least four other communities in New Hampshire are well along in the process of establishing community power programs, including Keene, Harrisville, Lebanon, and Hanover. All have drafted their Electric Aggregation Plans, and Keene has approved and launched its program using Standard Power/Good Energy as their energy broker/service provider. A total of fourteen NH municipalities have formally joined the CPCNH to support development of their community power programs: Hanover, Lebanon, Exeter, Nashua, Harrisville, Rye, Dover, Warner, Walpole, Newmarket, Plainfield, Durham, Enfield, and Cheshire County.

14. *If it goes forward, when do you expect Exeter's CPA to begin.*

Based on the timeline the ECPAC has developed, we expect the Exeter Community Power Aggregation program to be considered by the Select Board this December or January, and for approval by Town Meeting in March 2022. If approved, and with the approval of our Energy Aggregation Plan by the PUC, we anticipate contracting for energy services in Summer of 2022 and beginning to provide energy supply services to Exeter customers in the Fall 2022 / Winter 2023. This schedule is tentative and may be delayed by the approval and roll out process governed by the PUC and the newly formed NH Department of Energy, and/or the availability of energy services provided through CPCNH and other providers.

APPENDIX 5: PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARINGS

Exeter Community Power Electric Aggregation Plan

November 29, 2021 7:00 PM

Nowak Room

Exeter Town Hall, 10 Front Street, Exeter NH

and

December 13, 2021 7:00 PM

Nowak Room

Exeter Town Hall, 10 Front Street, Exeter NH

Two public hearings will be held at the above indicated dates, times and locations to present information and receive comments about the proposed Exeter Community Power Electric Aggregation Plan prepared by the Exeter Community Power Aggregation Committee. At these hearings, members of the Committee will present the Draft Energy Aggregation Plan, answer questions and take public comment. Copies of the Draft Plan will be available for review at the Exeter Public Library and in the Planning Office at the Exeter Town Offices and available on the Committee webpage prior to the hearings. Information pertaining to the Energy Community Power program and Energy Aggregation Plan is available on the Town website at the following address: <https://www.exeternh.gov/bcc-cpac>

Presentation and Hearing

Agenda

1. Welcome/Introductions
2. What is Community Power?
3. Steps to Develop a Community Power Program in Exeter
4. Review of Draft Aggregation Plan for Exeter
5. Next Steps
6. Public Hearing – Questions & Comments

APPENDIX 7: AVAILABLE UTILITY DATA

Electrical Use Data by Property Class - Town of Exeter (2019 2020)

Customer Migration Report – Unitil System Wide

Electrical Use Data by Property Class - Town of Exeter (2019 2020)

Year	Month	Property Class	Count	Billed kWh	Billed Dem
2019	01	1 - RESIDENTIAL	7,162	5,002,861	19
2019	01	2 - COMM & INDUSTR	1,070	7,193,587	22,622
2019	01	3 - MUNICIPAL	823	694,008	2,473
2019	02	1 - RESIDENTIAL	7,142	4,614,265	15
2019	02	2 - COMM & INDUSTR	1,070	7,356,661	22,698
2019	02	3 - MUNICIPAL	823	730,875	2,521
2019	03	1 - RESIDENTIAL	7,148	4,146,625	23
2019	03	2 - COMM & INDUSTR	1,065	6,980,221	22,678
2019	03	3 - MUNICIPAL	823	637,123	2,514
2019	04	1 - RESIDENTIAL	7,191	3,555,378	8
2019	04	2 - COMM & INDUSTR	1,075	7,044,516	22,380
2019	04	3 - MUNICIPAL	823	655,414	2,604
2019	05	1 - RESIDENTIAL	7,299	3,445,380	54
2019	05	2 - COMM & INDUSTR	1,088	7,319,235	45,957
2019	05	3 - MUNICIPAL	825	740,529	5,359
2019	06	1 - RESIDENTIAL	7,304	3,171,293	22
2019	06	2 - COMM & INDUSTR	1,086	7,141,089	22,453
2019	06	3 - MUNICIPAL	823	707,775	2,791
2019	07	1 - RESIDENTIAL	7,309	4,980,963	22
2019	07	2 - COMM & INDUSTR	1,088	9,364,853	24,712
2019	07	3 - MUNICIPAL	823	753,877	2,575
2019	08	1 - RESIDENTIAL	7,298	5,045,851	23
2019	08	2 - COMM & INDUSTR	1,090	9,139,495	25,202
2019	08	3 - MUNICIPAL	822	786,582	2,683
2019	09	1 - RESIDENTIAL	7,300	3,381,239	21
2019	09	2 - COMM & INDUSTR	1,086	7,337,286	23,788
2019	09	3 - MUNICIPAL	822	711,284	3,084
2019	10	1 - RESIDENTIAL	7,306	3,529,100	6
2019	10	2 - COMM & INDUSTR	1,085	7,994,772	23,488
2019	10	3 - MUNICIPAL	822	788,687	3,011
2019	11	1 - RESIDENTIAL	7,185	3,652,253	9
2019	11	2 - COMM & INDUSTR	1,071	7,120,874	21,643
2019	11	3 - MUNICIPAL	822	745,396	2,847
2019	12	1 - RESIDENTIAL	7,213	4,217,888	9
2019	12	2 - COMM & INDUSTR	1,075	6,965,758	21,190
2019	12	3 - MUNICIPAL	822	731,898	2,661
2020	01	1 - RESIDENTIAL	7,212	4,884,604	12
2020	01	2 - COMM & INDUSTR	1,076	7,683,907	21,310
2020	01	3 - MUNICIPAL	822	766,709	2,558
2020	02	1 - RESIDENTIAL	7,201	4,527,287	12
2020	02	2 - COMM & INDUSTR	1,072	7,643,549	21,251
2020	02	3 - MUNICIPAL	822	759,994	2,455
2020	03	1 - RESIDENTIAL	7,234	4,202,411	16
2020	03	2 - COMM & INDUSTR	1,073	7,390,252	21,211
2020	03	3 - MUNICIPAL	822	632,938	2,540
2020	04	1 - RESIDENTIAL	7,219	3,775,081	6
2020	04	2 - COMM & INDUSTR	1,071	6,042,695	19,853
2020	04	3 - MUNICIPAL	820	441,131	2,255
2020	05	1 - RESIDENTIAL	7,332	3,485,702	3
2020	05	2 - COMM & INDUSTR	1,092	5,866,274	19,859
2020	05	3 - MUNICIPAL	820	398,960	2,296

Electrical Use Data by Property Class - Town of Exeter (2019 2020)

2020	06	1 - RESIDENTIAL	7,335	4,351,289	5
2020	06	2 - COMM & INDUSTR	1,088	7,819,069	22,433
2020	06	3 - MUNICIPAL	819	464,477	2,436
2020	07	1 - RESIDENTIAL	7,341	5,390,645	6
2020	07	2 - COMM & INDUSTR	1,088	8,681,968	24,095
2020	07	3 - MUNICIPAL	820	550,007	2,481
2020	08	1 - RESIDENTIAL	7,334	5,609,491	5
2020	08	2 - COMM & INDUSTR	1,088	8,848,770	24,751
2020	08	3 - MUNICIPAL	820	629,292	2,393
2020	09	1 - RESIDENTIAL	7,399	4,278,618	7
2020	09	2 - COMM & INDUSTR	1,090	8,434,865	23,295
2020	09	3 - MUNICIPAL	820	719,952	2,386
2020	10	1 - RESIDENTIAL	7,398	3,195,500	2
2020	10	2 - COMM & INDUSTR	1,087	6,960,894	22,003
2020	10	3 - MUNICIPAL	820	644,224	2,275
2020	11	1 - RESIDENTIAL	7,296	3,544,745	0
2020	11	2 - COMM & INDUSTR	1,073	6,755,717	21,008
2020	11	3 - MUNICIPAL	820	636,085	2,126
2020	12	1 - RESIDENTIAL	7,305	4,482,545	0
2020	12	2 - COMM & INDUSTR	1,083	6,947,222	20,591
2020	12	3 - MUNICIPAL	820	704,332	2,029

**Unitil Energy Systems, Inc. (UNITIL SYSTEM WIDE)
Customer Migration Report**

**CUSTOMER COUNT by CLASS
Customers Served by Competitive Generation**

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-20	5,640	2,686	126	270	8,722
Sep-20	5,592	2,687	126	273	8,678
Oct-20	5,530	2,692	126	277	8,625
Nov-20	5,611	2,723	125	280	8,739
Dec-20	5,584	2,769	125	296	8,774
Jan-21	5,581	2,773	125	298	8,777
Feb-21	5,576	2,781	125	297	8,779
Mar-21	5,550	2,779	125	297	8,751
Apr-21	5,537	2,784	125	296	8,742
May-21	5,520	2,781	126	296	8,723
Jun-21	5,511	2,811	130	339	8,791
Jul-21	5,481	2,798	129	334	8,742
Aug-21	5,442	2,796	129	333	8,700

**CUSTOMER COUNT by CLASS
Total Customers**

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-20	67,919	10,874	164	1,548	80,505
Sep-20	67,770	10,862	164	1,546	80,342
Oct-20	67,025	10,740	164	1,546	79,475
Nov-20	66,955	10,722	163	1,543	79,383
Dec-20	66,977	10,783	163	1,542	79,465
Jan-21	66,995	10,791	163	1,540	79,489
Feb-21	67,019	10,792	163	1,539	79,513
Mar-21	67,085	10,786	163	1,538	79,572
Apr-21	67,242	10,813	163	1,536	79,754
May-21	68,223	10,946	164	1,537	80,870
Jun-21	68,271	11,252	168	1,646	81,337
Jul-21	68,312	11,258	168	1,645	81,383
Aug-21	68,334	11,265	168	1,639	81,406

**CUSTOMER COUNT by CLASS
Percentage of Customers Served by Competitive Generation**

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-20	8.3%	24.7%	76.8%	17.4%	10.8%
Sep-20	8.3%	24.7%	76.8%	17.7%	10.8%
Oct-20	8.3%	25.1%	76.8%	17.9%	10.9%
Nov-20	8.4%	25.4%	76.7%	18.1%	11.0%
Dec-20	8.3%	25.7%	76.7%	19.2%	11.0%
Jan-21	8.3%	25.7%	76.7%	19.4%	11.0%
Feb-21	8.3%	25.8%	76.7%	19.3%	11.0%
Mar-21	8.3%	25.8%	76.7%	19.3%	11.0%
Apr-21	8.2%	25.7%	76.7%	19.3%	11.0%
May-21	8.1%	25.4%	76.8%	19.3%	10.8%
Jun-21	8.1%	25.0%	77.4%	20.6%	10.8%
Jul-21	8.0%	24.9%	76.8%	20.3%	10.7%

Customer Migration Report

(UNITIL SYSTEM WIDE)

RETAIL SALES (kWh) by CUSTOMER CLASS
Competitive Generation Sales

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-20	5,025,157	12,585,000	24,802,949	285,841	42,698,947
Sep-20	3,830,566	11,844,205	24,763,811	277,727	40,716,309
Oct-20	2,804,991	9,315,571	20,682,774	257,999	33,061,335
Nov-20	3,120,292	9,377,219	20,508,686	260,739	33,266,936
Dec-20	4,062,226	10,580,209	21,594,681	261,598	36,498,714
Jan-21	4,278,597	10,629,570	21,446,857	265,177	36,620,201
Feb-21	4,170,059	10,982,775	21,550,828	264,772	36,968,434
Mar-21	4,147,182	11,693,985	23,288,857	266,555	39,396,579
Apr-21	3,037,129	10,017,074	20,951,523	261,384	34,267,110
May-21	2,933,500	10,423,956	21,710,128	261,483	35,329,067
Jun-21	3,609,781	12,160,749	24,078,622	254,935	40,104,087
Jul-21	4,142,614	12,963,006	24,870,237	257,551	42,233,408
Aug-21	4,111,631	13,072,973	25,457,909	261,350	42,903,863

RETAIL SALES (kWh) by CUSTOMER CLASS
Total Sales

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-20	57,715,834	28,262,781	29,935,971	644,251	116,558,837
Sep-20	44,979,721	26,172,290	29,722,799	635,198	101,510,008
Oct-20	32,009,393	20,170,721	24,642,676	609,062	77,431,852
Nov-20	34,896,989	20,497,099	24,432,498	605,624	80,432,210
Dec-20	45,042,699	23,449,935	25,817,785	597,605	94,908,024
Jan-21	48,326,828	23,804,287	25,351,429	582,966	98,065,510
Feb-21	47,028,445	24,511,887	25,812,410	580,023	97,932,765
Mar-21	47,108,539	26,061,521	27,626,162	503,479	101,299,701
Apr-21	34,853,776	21,236,355	24,806,383	579,895	81,476,409
May-21	33,843,374	21,828,192	25,750,269	581,813	82,003,648
Jun-21	43,474,063	26,241,575	28,940,957	568,583	99,225,178
Jul-21	50,786,739	28,410,304	30,282,704	571,860	110,051,607
Aug-21	50,902,470	29,195,229	30,963,896	578,180	111,639,775

RETAIL SALES (kWh) by CUSTOMER CLASS
Competitive Generation Sales as a Percentage of Total Sales

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-20	8.7%	44.5%	82.9%	44.4%	36.6%
Sep-20	8.5%	45.3%	83.3%	43.7%	40.1%
Oct-20	8.8%	46.2%	83.9%	42.4%	42.7%
Nov-20	8.9%	45.7%	83.9%	43.1%	41.4%
Dec-20	9.0%	45.1%	83.6%	43.8%	38.5%
Jan-21	8.9%	44.7%	84.6%	45.5%	37.3%
Feb-21	8.9%	44.8%	83.5%	45.6%	37.7%
Mar-21	8.8%	44.9%	84.3%	52.9%	38.9%
Apr-21	8.7%	47.2%	84.5%	45.1%	42.1%
May-21	8.7%	47.8%	84.3%	44.9%	43.1%
Jun-21	8.3%	46.3%	83.2%	44.8%	40.4%
Jul-21	8.2%	45.6%	82.1%	45.0%	38.4%
Aug-21	8.2%	45.6%	82.1%	45.0%	38.4%

CDBG Public Hearing: 10 Hampton Road

Public Handout

TOWN OF EXETER Public Hearings Community Development Block Grant Project

July 18, 2022, 7:00pm

Public Hearing on the Proposed Hampton Road Community Center CDBG Application

Community Development Block Grant funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available for Economic Development Projects, up to \$500,000 for Housing Projects, up to \$500,000 for Public Facility Projects, up to \$500,000 in Emergency Funds, up to \$25,000 per Planning Study grant. Also, up to \$750,000 is available per public facility project under CDBG-Covid (CDBG-CV) funding. All projects must directly benefit a majority of low and moderate income persons. Public hearings shall be held on the following items:

This is a proposed application to the NH Community Development Finance Authority for up to \$750,000 in CDBG-CV, or up to \$500,000 in CDBG Public Facilities funds toward the rehabilitation of 10 Hampton Road into a community center housing childcare and other activities. The majority of the people expected to be served at the Center will be of low or moderate income.

This project conforms with Exeter's proposed Housing and Community Development Plan's goal of: Evaluate the needs of all residents, including seniors and children today and in the future. Determine if existing programs and services in the community and around the region (public, private, and non-profit) are meeting/will meet those needs. Consider needs around housing, day care, lifelong learning, recreation, social interaction and stimulation, and health and wellness, among other issues. **(short term)**

Public Hearing on the Housing and Community Development Plan

The Housing and Community Development Plan was last adopted in 2019. Day care has been added to goals. CDFA has requested the HCDP plans include the national and state objectives and include a CDBG Citizen Participation Plan outlining required public hearings to update the public on the progress of CDBG projects, so those have been added

Public Hearing on the Residential Antidisplacement and Relocation Assistance Plan

This plan outlines measures, under the Uniform Relocation Act, required for CDBG projects that involve any displacement or relocation of persons (or businesses), if the Town were to undertake a CDBG project which involved displacement or relocation they would follow this plan. The plan outlines the measures they would take to find comparable, suitable housing for persons (or businesses) displaced or relocated. This project does not anticipate displacement or relocation.

Progress of the Ikey Hill Cooperative CDBG Project

This is a project progress update on the tying in of the water and septic systems into the municipal systems at Ikey Hill Cooperative, a 15 unit manufactured housing park located at 55 Deep Meadows Road in Exeter. Construction started in April. The water main, sewer main, sewer lift station, valve vault, sewer services, water services, expansion tanks, blowoffs, and fire hydrant are all installed. The project is substantially complete.

TOWN OF EXETER
HOUSING & COMMUNITY DEVELOPMENT PLAN
July 2022

The Town of Exeter's Housing and Community Development Plan (HCDP) identifies needs, which currently exist or are anticipated during the next three years. The Plan provides a basis for guiding Exeter's housing and community development objectives and actions. The Housing and Community Development Plan is consistent with the current master plan of the municipality.

The Plan's goals and objectives are identified below and are consistent with the national Housing and Community Development Act of 1974, as amended, and the state's objectives listed in Chapter Cdfa 300 Community Development Block Grant Program Rules (Cdfa 305.01 & 310.01). These goals and objectives are both short and long term. Priority will be given to the needs of low and moderate-income persons, minorities and disadvantaged people.

The Town of Exeter states that as a matter of policy, involuntary displacement of households from their neighborhoods, by actions of the Town of Exeter shall be minimized.

Goals and objectives of this plan, both long and short-term, are consistent with following broad national objectives:

Objective 1: direct benefit to low- and moderate-income persons or households;
Objective 2: the prevention or elimination of slums and blight; and
Objective 3: Elimination of conditions which seriously and immediately threaten the public health and welfare.

Goals and Objectives of this plan also addresses as many of the following state's objectives as appropriate for CDBG grant awards, and priority will be given to projects that have a public benefit, in both the short and long-term as follows:

Objective 1: Implementing the Housing and Community Development Plan and conforming to the municipality's master plan and ordinances;
Objective 2: Preserving and promoting existing neighborhoods and community centers;
Objective 3: Restoring and preserving properties which have historic, cultural, architectural or aesthetic value;
Objective 4: Solving community problems with long term benefits and innovative solutions;
Objective 5: Successfully raising funds or securing matching funds and resources from public and private sources; and
Objective 6: Funding needed projects for which other private or public funding shall not be available.

Federal CDBG grant funds awarded shall be consistent with the national objectives and shall, at a minimum, provide improved housing in accordance with Section 8 standards, public facilities, or employment opportunities primarily to low- and moderate-income persons or households. Grants shall not benefit moderate income persons to the exclusion of low-income persons.

An essential first step in the master planning process is the setting of goals and objectives for the proper physical and socioeconomical development of the community. As these goals and objectives will provide the necessary guidance for preparation of the various sections of the Master Plan, and ultimately serve as the blueprint for residential, commercial and industrial development within the Town, it is vital that they reflect the priorities of the community as a whole.

The following Goals reflect the input, received from the Master Plan Steering Committee, two major public event where hundreds of residents attended and shared their ideas, and a survey that received 251 responses. The Goals are organized into the following six categories: Support, Prepare, Steward, Grow, Connect and Communicate.

SUPPORT GOALS

- Evaluate the needs of all residents, including seniors and children today and in the future. Determine if existing programs and services in the community and around the region (public, private, and non-profit) are meeting/will meet those needs. Consider needs around housing, day care, lifelong learning, recreation, social interaction and stimulation, and health and wellness, among other issues. **(short term)**
 - Use public engagement techniques (workshops, surveys, etc.) to understand senior needs and preferences.
 - Coordinate and survey St. Vincent DePaul and others that provide senior services to Exeter residents.
 - Based on outcomes, develop recommendations to address unmet needs.
- Based on public input, prioritize existing recreational facilities in needs of improvements that address safety, access, and general maintenance. Estimate costs and develop a six-year schedule that can be incorporated into the Capital Improvement Program (CIP). Build off of the University of New Hampshire (UNH) Needs Assessment and Planning Report (2014-2015). **(short term)**
- Identify new facilities or programming, using the findings of the UNH Needs Assessment and Planning Report (2014-2015) as a starting point. Estimate costs and feasibility of providing these new facilities/activities. **(short term)**
- Prioritize public facilities and spaces (including recreational sites) where ADA improvements are needed or could be improved. Estimate costs and develop a 6-year schedule that can be incorporated into the CIP. **(short term)**
- For areas identified most vulnerable to sea level rise, storm surge, and other natural hazards, evaluate town land use policies for these areas and consider alternatives to minimize risk in each area. These might include: **(short term)**
 - Acquiring property to minimize the impact of sea level rise, chronic flooding, marsh migration, etc. to public and private property.
 - Limit redevelopment after flood or storm damage.
 - Decisions where to extend (or not extend) infrastructure (roads, water, sewer, etc.)
- Based on findings of the land use policies evaluation, implement new land use policies and regulations to reduce risks from sea level rise, storm surge, and other natural hazards. **(short term)**
- Conduct a Drainage Asset Management and Condition Assessment to identify where infrastructure is undersized and unable to accommodate new development, increases in storm events, or rising sea levels. Use the development of this plan as an opportunity to educate residents about vulnerabilities and the need for funding to support upgrades and meet permitting requirements. **(short term)**
- Prioritize improvements for public infrastructure. **(short term)**
 - Evaluate upgrades as well as adaptation and mitigation strategies.
 - Estimate costs and develop a 6-year schedule of improvements to be included in the CIP.
 - Identify grants and other funding sources to augment local funding.
- Implement adaptation strategies for public infrastructure. Examples could include, but would not be limited to: **(long term)**
 - Flood water diversion improvements for streets that can be flooded in extreme events.
 - Replacement of culverts and stormwater conveyance structures with infrastructure sized for larger storm events.
 - Installation of “green infrastructure” strategies that can help reduce the volume of stormwater flows.

- Ensuring energy redundancy (e.g., generators) for municipal facilities that are important to emergency response.

STEWARD GOALS

- Identify properties that are less likely to be developed based on regulatory requirements and determine whether this affects their prioritization level for acquisition. **(short term)**
- Review criteria for acquiring land for conservation and consider adding criteria related to sea level rise, marsh migration, chronic flooding, storm surge, and other impacts of climate change and natural hazards. **(short term)**
 - Identify recommendation that have not been completed.
 - Determine which recommendations are still relevant and which are not. Identify new recommendations as needed.
 - Develop a 10-year schedule for maintenance, improvements, or future assessments.

GROW GOALS

- Continue to work with surrounding communities to address regional needs for workforce housing and provide more diverse housing options. **(short term)**
- Assess future housing growth by conducting a buildout analysis under current zoning conditions. Determine if the outcome of housing types will meet projected future needs, as outline in the Exeter Housing Advisory Committee 2017 report. **(short term)**
- Investigate potential expansion of allowed housing types in Exeter (e.g., cottage communities, etc.) and present finding at an All Boards meeting. **(short term)**
- Develop a public education campaign to raise the awareness of housing needs in Exeter and the different housing that can meet those needs. Include the local business community to understand housing needs of their employees. **(short term)**
- Review zoning ordinances to identify recommended changes that will create a balance of housing types to meet projected future needs. This might include review of multi-family structures allowed in R-1 districts, density and other incentives in the Affordable Housing Ordinance, and residential lot size requirements in single family residential districts.
- Research incentives for infill development in R-1 and R-2 zoning districts to encourage the creation of smaller, more affordable homes. Focus on approached that ensure infill maintains the look and feel of the existing neighborhoods. **(short term)**
- Move forward on the most feasible incentive(s) for infill housing by incorporating them into local regulations and/or policies. (this follows prior action). **(short term)**
- Evaluate the Town's property tax exemption programs (elderly, alternative energy, RSA 79E, etc.) to determine their costs and project future impacts based on demographic changes and other trends. **(long term)**
- Set up a schedule to periodically examine property tax exempt programs to ensure fairness and equitable distribution across residential property types. **(short term)**
- Develop a clearinghouse of low-interest loan and grant opportunities for Exeter residents to make improvements to older homes to address needed upgrades, energy efficiency, or environmental hazard

reduction. Resources may be New Hampshire Housing, local non-profits, or use of Community Development Block Grants (CDBGs) to establish a municipal program **(short term)**

- Review the Zoning Map against the goals of this plan to determine if commercial district boundaries should be adjusted. Also review boundaries to see if lines should be altered to better coincide with parcel boundaries. **(short term)**
- Support the Lincoln Street Improvement Project with the development of a physical master plan for the Lincoln Street area as a village-scale Transit-Oriented Development (TOD). Evaluate land uses, building-to-street relationships, and features of the public realm. Assess multi-modal connections (walking, biking, bus/train) with Downtown and other neighborhoods. Be sure to incorporate both elementary schools and PEA. Consider other studies that may be concurrent under CONNECT. **(short term)**
- Continue efforts to improve circulation and promote high quality development along Portsmouth Avenue. Continue work on developing a form-based code for the corridor (started in 2012) **(short term)**
Continue support of the CIP project for reconstruction of the roadway to correct drainage, utility, traffic flow, signal, stormwater, sidewalk, and streetscape deficiencies.
Evaluate bus service and how it does or can impact redevelopment.
Incorporate the recommendations of the bike and pedestrian master plan developed under CONNECT.
- Evaluate the use of tax increment financing (TIF) and other financial incentives in other commercial areas of town. **(short term)**
- Continue to identify improvements to public spaces and the public realm in the Downtown to enhance its character. This may include public art, pedestrian amenities, or signage. Maintain consistency with bike and pedestrian linkages under CONNECT. **(short term)**
- Inventory under-utilized and under-developed properties in commercial areas. Identify potential partners (both public and private) to assess the redevelopment opportunities of priority properties. **(short term)**
- Continue to use economic development strategies already in place (79E, TIF District, etc.) to retain and grow existing businesses and attract new commercial development in all commercial corridors. Regularly evaluate their ability to meet stated goals and objectives. **(short term)**

CONNECT GOALS

- Conduct traffic and parking studies for the Downtown and prioritize recommendations. Evaluate traffic flow and pedestrian movement to and through Downtown to understand final destinations and impacts on local businesses. Develop a parking management plan with a 6-year schedule for implementation. **(short term)**
- Research funding alternative to augment the implementation of the parking management plan. **(long term)**
- Prepare a town-wide Bike and Pedestrian Master Plan that looks at both walking and biking as modes of transportation beyond recreation. Identify improvements to existing amenities and areas where new amenities could be feasibly installed to promote walking and biking. Use the concurrent parking study (or parking management plan if already developed) for Downtown to inform the plan. **(short term)**
 - Destinations/Routes to consider:
 - All public schools
 - Epping Road to Downtown
 - Lincoln Street/Train Station to Downtown
 - Portsmouth Avenue to Downtown
 - All surrounding residential areas to Downtown
 - Open space and recreational resources

Prioritize improvements/new projects and develop a 10-year schedule for implementation.

- Research funding alternatives to augment the implementation of the bike and pedestrian master plan. **(long term)**
- Consider amending Site and Subdivision Regulations to put more emphasis on pedestrian and bike access within new development (as appropriate) and making connections with neighboring residential areas as well as shopping areas and recreation/conservation lands. **(long term)**
- Conduct a Complete Streets study. Based on its findings, develop and adopt a Complete Streets policy that requires new roads and reconstruction of existing roads to incorporate transit, walking, and biking amenities where possible. Use the Bike and Pedestrian Master Plan and parking management plan to inform the policy. **(short term)**
- Working with private and public land owners, evaluate the feasibility of a pedestrian walkway/access along the Squamscott River from Swasey Parkway to the Library. **(long term)**
- Prioritize local intersections that can benefit from safety improvements. Establish a 6-year schedule to develop conceptual designs in anticipation of funding. **(short term)**
- Encourage a balanced and varied stock of safe, sanitary, decent and affordable housing per persons of all age and income groups within the community **(short term)**
- Encourage the development and implementation of municipal and private water and wastewater systems that are safe, sanitary, effective and that meet the NH Department of Environmental Services environmental thresholds. **(short term)**

Any federal CDBG grant funds awarded to address any of the Action Agenda items shall be expended consistent with national objectives and shall, at a minimum, provide improved housing in accordance with Section 8 standards, be used for public facility projects, employment opportunities, or feasibility studies. All CDG funded projects, shall primarily benefit low and moderate income persons or households, and shall not benefit moderate income persons to the exclusion of low income persons.

Citizen Participation Plan

The town will seek to engage its citizens in implementing housing and community activities funded by the Community Development Block Grant. Its citizen participation efforts will be consistent with the State of New Hampshire's citizen participation plan. Specifically, the town will adhere to the following steps to engage its citizens:

- 1) Publishing a statement of proposed activities for any application proposed to be submitted by the town so that affected citizens have an opportunity to submit comments on the proposed activities.
- 2) Provide adequate notices, specifically to persons of low- and moderate-income as well as the general public, for all public hearings to discuss proposed or approved CDBG applications. Such notices will include the statement of proposed activities or how to obtain such statement. At least ten days prior to any hearing, the notices will be published in a daily newspaper of general circulation in the municipality; AND posted as a printed legal notice in at least three other public places.
- 3) Hold two or more public hearings on the proposed application at times and locations convenient to potential beneficiaries, accessible to persons with physical disabilities, and that meet the needs of non-English speaking residents, if appropriate, to obtain citizens' views before adoption of resolution or similar action by the local governing body authorizing the submission of the application. At least one public

hearing will be held prior to submitting any CDBG application and another during the course of all approved projects.

- 4) Provide at public hearings information concerning the amount of funds available for proposed community development activities and the range of activities within the project.
- 5) Provide at public hearings information concerning the amount of funds that will benefit persons of low- and moderate-income.
- 6) Provide at public hearings information about potential program income and the Program Income Reuse plan, if program income is anticipated.
- 7) Furnish citizens with the plans made to minimize the displacement of persons and to assist persons actually displaced as a result of grant activities, if displacement is anticipated.
- 8) Provide technical assistance to groups representing persons of low- and moderate-income requesting such assistance in developing proposals.
- 9) Provide citizens with reasonable notice of substantial changes proposed in the use of grant funds and providing opportunity for public comment;
- 10) Any modifications or amendments to the project will be made in accordance with the same procedures required in points (1) through (3) above for the preparation and submission of a statement of proposed activities.

Any complaints or grievances received by town will be addressed within 15 working days of its receipt.

Printed Name of Municipal Official: Russell Dean, Town Manager

Signature: X 

Date Adopted: July 18, 2022

DISPLACEMENT AND RELOCATION CERTIFICATION
Town of Exeter

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Every effort will be made to avoid temporary or permanent displacement of an individual due to a CDBG project undertaken by the Town of Exeter.

If relocation is required Exeter will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, to any household, regardless of income which is involuntarily and permanently displaced.

If the property is acquired, but will not be used for low/moderate income housing under 104(d) of the Housing and Community Development Act of 1974, as amended, the displacement and relocation plan shall provide:

- a. Comparable replacement housing in the community within three (3) years of the commencement date of the demolition or rehabilitation;
- b. A description of the proposed activity;
- c. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be demolished or converted to a use other than as low and moderate income dwelling units as a direct result of the assisted activity;
- d. A time schedule for the commencement and completion date of the demolition or conversion;
- e. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be provided as replacement dwelling units;
- f. The source of funding and a time schedule for the provision of replacement dwelling units;
- g. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least ten (10) years from the date of initial occupancy;
- h. Relocation benefits, including reimbursement for moving expenses, security deposits, credit checks, temporary housing, and other related expenses and either:
 1. Sufficient compensation to ensure that, at least for five (5) years after being relocated, any displaced low/moderate income household shall not bear a ratio of shelter costs to income that exceeds thirty (30) percent, or:
 2. A lump-sum payment equal to the capitalized value of the compensation available under subparagraph 1. above or a Section 8 certificate of voucher for rental assistance provided through New Hampshire Housing Finance Authority.
- i. The right to elect, as an alternative to the benefits in subparagraph 2. above, to received benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and
- j. The right of appeal to the director of CDFA where a claim for assistance under subparagraph 2. above, is denied by the grantee. The director's decision shall be final unless a court determines the decision was arbitrary and capricious.

- k. Subparagraph (2) a. through g. above shall not apply where the HUD Field Office objectively finds that there is an adequate supply of decent, affordable low/moderate income housing in the area.

CERTIFICATION OF COMPLIANCE

Exeter anticipates no relocation activities will be necessitated by this project. Exeter certifies that it will comply with the Uniform Relocation Act and Section 104 (d) of the Housing and Community Development Act of 1974, as amended.

NAME: Russell Dean

TITLE: Town Manager

SIGNATURE: X

DATE: July 18, 2022

MUNICIPAL CERTIFICATION
For Exeter Hampton Road Community Center CDBG Application

To the best of my knowledge, the data in this application is true and correct, and this application submittal has been authorized by the Town of Exeter, New Hampshire. The Town of Exeter will comply with all federal and state laws, rules, regulations and requirements, including those in the CDBG Application and Program Guide and the Implementation Guide. Furthermore, I certify that:

- The municipality affirmatively furthers fair and affordable housing;
- Where applicable, the proposed project is consistent with the municipal master plan, the Housing and Community Development Plan (HCDP), the Residential Antidisplacement & Relocation Assistance (RARA) Plan and that all planning and zoning requirements have been (will be) met;
- Where applicable, the municipality shall provide adequate funds to operate and maintain the public facility or improvement after the completion of the project;
- This application is being submitted with the full knowledge and approval of the Organization's Board of Select Board and that the Organization will comply with New Hampshire conflict of interest laws as defined by RSA 7:19-a and RSA 292:6-a;
- This application is being submitted with the full knowledge and approval of CDFA's Privacy Policy, by which I acknowledge all information and documents created, accepted or obtained by, or on behalf of, CDFA are potentially subject to disclosure in compliance with RSA 91-A, New Hampshire's Right-to-Know law. (party authorized in public hearing)

I hereunto set my hand and official seal. Notary Public/Justice of the Peace (Seal) My Commission expires

Russell Dean
Name of Designated CEO:

Town Manager
Title:

X
Signature

July 18, 2022
Date

NOTARY SECTION

State of New Hampshire
County of Rockingham

On this 18th day of July, 2022 before me _____, the undersigned officer, personally appeared Russell Dean, who acknowledged him/herself to be the Town Manager, Town of Exeter and that he/she, as such, being authorized so to do, executed the foregoing certification for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Seal My Commission expires: _____
Notary Public/Justice of the Peace

Applicant/Recipient Disclosure/Update Report

and Urban Development

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Town of Exeter 10 Front Street Exeter, NH 0833 Phone: 603-778-6102	2. Social Security Number or Employer ID Number:
3. HUD Program Name Community Development Block Grant	4. Amount of HUD Assistance Requested/Received Up to \$750,000
5. State the name and location (street address, City and State) of the project or activity: 10 Hampton Road, Exeter, NH	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties.

You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: X Russell Dean, Town Manager	Date: (mm/dd/yyyy) July 18, 2022
---	---

**Environmental Review for Activity/Project that is Exempt
Pursuant to 24 CFR Part 58.34(a)
FORM 3-A**

Project Name: Exeter 10 Hampton Road Community Center Project

Responsible Entity (Municipality): Town of Exeter

Sub-Recipient (if different than Responsible Entity): _____

Preparer: Donna Lane

Certifying Officer Name and Title: Niko Papakonstantis, Chair, Board of Select Board

Project Address: 10 Hampton Road, Exeter, New Hampshire

Total CDBG Grant Amount: up to \$750,000

Exempt CDBG Activity Estimated Amount: Up to \$25,000

Description of the Proposed Project: Rehabilitation of 10 Hampton Road into a community center housing childcare and other activities. The majority of the people expected to be served at the Center will be of low or moderate income.

Level of Environmental Review Determination

Activity/Project is Exempt per 24 CFR 58.34(a)

As Chief Certifying Official of the Applicant, I hereby certify that the activities from the above mentioned project have been reviewed and determined to be Exempt activity(ies) per 24 CFR 58.34 as follows (check those that apply):

<input checked="" type="checkbox"/>	58.34(a) (1). Environmental & other studies, resource identification & the development of plans & strategies;
<input type="checkbox"/>	58.34(a) (2) Information and financial services;
<input checked="" type="checkbox"/>	58.34(a) (3) Administrative and management activities;
<input type="checkbox"/>	58.34(a) (4) Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
<input type="checkbox"/>	58.34(a) (5) Inspections and testing of properties for hazards or defects;
<input type="checkbox"/>	58.34(a) (6) Purchase of insurance;
<input type="checkbox"/>	58.34(a) (7) Purchase of tools;
<input type="checkbox"/>	58.34(a) (8) Engineering or design costs;
<input type="checkbox"/>	58.34(a) (9) Technical assistance and training;
<input type="checkbox"/>	58.34(a) (10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
<input type="checkbox"/>	58.34(a) (11) Payment of principal and interest on loans made or obligations guaranteed by HUD;
<input type="checkbox"/>	Other:

CDBG Environmental Review Compliance Checklist for 24 CFR §58.6

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; National Flood Insurance Reform Act of 1994

HUD State-administered assistance through the Community Development Block Grant (CDBG) Program is considered a "formula grant made to States." By law, the restriction on financial assistance for acquisition and construction purposes in special flood hazard areas is not applicable to "formula grants made to States." 24 CFR 58.6(a)(3). Compliance with this section is not applicable for CDBG-financed projects.

1. §58.6(c) Coastal Barrier Improvement Act, as amended by the Coastal Barriers Improvement Act of 1990 (16 U.S.C. 3501) Not Applicable *Please Move on to the next section CDFA 11/13/14.*

Per FEMA's and the US Fish & Wildlife Service's web sites; New Hampshire does not have designated Coastal Barrier Resource System areas/communities. (Per Federal Consistency Coordinator, New Hampshire Coastal Program DES 11/13/2014).

2. §58.6(d) Runway Clear Zones and Clear Zones [24 CFR §51.303(a) (3)]

- a. Is your project located near Concord, Manchester or Portsmouth Airports?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Does the project involve the sale or purchase of existing property?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located within 2,500 feet of the end of a civil airport runway (Civil Airport's Runway Clear Zone) or within 15,000 feet of the end of a military runway (Military Airfield's Clear Zone)?

Yes No

If No, compliance with this section is complete.

If Yes, Notice must be provided to buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

To determine if your project falls in the Clear zone please use the following link.

Radius Tool: <http://www.freemaptools.com/radius-around-point.htm> input your address on top, go below the map and fill in the feet space, click on map and the radius will be shown. If you have questions please call CDFA.

Cite and attach source document (Map indicating project site in proximity to end of runway):

For more information see:

Airport Information: <https://www.hudexchange.info/environmental-review/airport-hazards/>

<http://www.airnav.com/airports/>

HUD Airport Hazards Guidance: <https://www.onecpd.info/environmental-review/airport-hazards/>

Notice to Prospective Buyers: <https://www.onecpd.info/resource/2758/notice-prospective-buyers-properties-in-runway-clear-zones/>

With reference to the above Program activity(ies)/Project, I, the undersigned officer of the grantee, accept responsibility under the National Environmental Policy Act for environmental reviews, decisions and actions. By my signature below, I certify that I am authorized to, and do personally accept the jurisdiction of the Federal Court for enforcement of the aforesaid responsibilities. In addition, we request that the environmental conditions attendant to the above referenced grant activities be released so that, upon Governor and Council approval (where applicable), funds may be drawn down for Exempt (§58.34). I understand that any activities not listed above are subject to all rules applicable to 24CFR58 and that funds may be not be obligated without a notice of removal of environmental conditions from CDFA

Responsible Entity Agency Official Signature:

Name/Title/Organization: Town of Exeter

Authorized Certifying Officer Signature X

Date: 7-18-22

Name/Title: Niko Papakonstantis, Chair, Board of Select Board

Preparer Name: Donna Lane

Date: 07-1-22

Preparer Signature:



Any costs incurred prior to contract approval by the Governor and Executive Council (if applicable) of the State of New Hampshire will be at the risk of the applicant. You may not incur any cost except for those authorized by CDFA prior to release of funds notification. All applicable State and Federal regulations including but not limited to procurement and debarment apply to the activities stated above.

Park Street Common Playground Update



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager

CC: Corey Stevens, Finance Director

FROM: Greg Bisson, Director of Parks and Recreation

RE: Park Street Common Playground Renovation update

DATE: 07/18/2022

Exeter Parks and Recreation would like to report that Park Street Common Playground is almost complete. The manufacturer and installation companies delayed installation for several weeks. Construction began on June 6th with DPW's removal of the old equipment and excavation. Unfortunately, as expected, the Town could salvage only two pieces of equipment for use in the new playground, the digger and the spring rocker. Installation of fencing followed on June 14th. The fence prevented residents from disturbing the site and created a secure site for the equipment installation. New England Recreation Group began installation of the playground elements on June 27th. Unfortunately, installation hit a snag when the contractor discovered that Parks and Play Structures sent the wrong size support post to the site. This mistake caused all installations to pause, as this is a crucial support post for the larger structure. These delays had a ripple effect on the entire project. The Parks and Recreation Department solicited 50 volunteers to spread wood chips on a specific date. Unfortunately, that date came and went before the playground could be installed. The Department needed to find a way to spread 160 yards of wood chips without further damaging Park Street Common and without the 50 volunteers. With the help of several colleagues throughout New England, we located a vendor in Dracut, MA, with a large capacity blower truck able to spread 16 yards per load. Spreading wood chips evenly is essential in creating a stable surface for our ADA matting.

The Parks and Recreation Department is requesting a change in funding sources. The Select Board approved the purchase of playground wood chips on March 28, 2022, for \$4,000 out of the Park Improvement Fund. We are requesting the Board's approval to allow the Parks and Recreation Department to expend \$8,960 from Recreation Impact Fees instead of the Park Improvement Fund. Installation of playground wood chips and equipment is allowable under Recreation Impact Fees, freeing up the Park Improvement Fund to be available for other projects such as tree trimming at the recreation park lower courts coming up this fall.

This funding transition would bring the Park Improvement Fund balance back to \$10,597.97. The Recreation Impact Fee balance would now become \$14,026.76 (The previous balance was \$22,986.76)

We hope to wrap up the playground construction by the last week of July if approved.

Motion:

To allow the Parks and Recreation Department to expend \$8,960 from Recreation Impact Fees to purchase and install playground wood chips by Pro-Turf Landscaping for Park Street Common Playground.

Respectfully Yours,
Greg Bisson
Director of Parks and Recreation



Emergency Management Performance Grant Acceptance



EXETER FIRE DEPARTMENT

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

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

INTEROFFICE MEMORANDUM

TO: RUSS DEAN, TOWN MANAGER
FROM: ERIC WILKING, EMERGENCY MANAGEMENT DIRECTOR
SUBJECT: EMPG GRANT ACCEPTANCE
DATE: JULY 5, 2022
CC SELECT BOARD, CHIEF POULIN

Russ, please find attached the Emergency Management Performance Grant (EMPG) acceptance paperwork from NH Homeland Security and Emergency Management. Heather Dunkerley, the EMPG Grant Coordinator has notified the Town of Exeter that \$13,300 has been set aside for the completion of security upgrades to the public safety complex and emergency operations center.

The grant funds will be used to complete security camera upgrades started in 2021. The \$28,700 approved in the police department budget for capital improvements fell short to the total necessary. \$7,317.80 will be used to complete the camera upgrades, and the remaining \$5,982.20 will be used to provide fencing around the existing emergency back-up generator, and clean the improve the existing fencing around the communications tower.

The packet includes a cover letter indicating the project falls within the EMPG guidelines, a checklist identifying necessary signatures and documentation, the Grant Agreement requiring signatures and initials on page 1, of three select board members, and initials on pages 2-7, and the last page offers typical language for the meeting minutes, so the minutes support the acceptance of the grant conditions.

Typically, EMPG funds are a 50/50 split, requiring recipients to fund half of the project. This grant agreement will pay 100% of the balance of the project because the town has previously paid \$28,700 toward the security improvements and the grant coordinator has applied those funds as our "match".

If possible, I recommend placing the discussion and acceptance of the funds on the July 18 select board agenda, as I will not be available for the next scheduled select board meeting on July 25.

I look forward to presenting the grant and answering any questions you or the select board may have.



State of New Hampshire

DEPARTMENT OF SAFETY

Division of Homeland Security and Emergency Management

www.nh.gov/hsem



Robert L. Quinn
Commissioner

Jennifer L. Harper
Director

June 21, 2022

Chief Eric Wilking, Director
Exeter Emergency Management
20 Court Street
Exeter, NH 03833

Dear Chief Wilking:

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on May 18, 2021 for equipment to enhance the security at the community's EOC..

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.
DO NOT PURCHASE OR INSTALL ANYTHING
OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Field Representative.

Thank you for your interest in the EMPG Program!

Sincerely,

Heather Dunkerley
EMPG Program Coordinator

Enclosures

cc: (w/o enclosures) NH Field Services

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management
Grant Agreement Checklist

Emergency Management Performance Grant (EMPG)

Applicant: Town of Exeter Grant Amount: \$13,300.00
Project: EOC Equipment Project

All steps below are required to be completed in their entirety.
If any items are not completed properly, the Grant Agreement will not be processed.

**Complete and return this checklist and all Grant Agreement documents by ASAP to:
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305 OR email to
this email address: NHEMPG.Program@dos.nh.gov**

Grant Agreement

Grantee signors complete the following:

- Block 1.11 – Subrecipient Signatures
Have a **majority** of the **Select Board or City Council** sign in blocks 1.11
- Block 1.12 – Name & Title of Subrecipient Signor
Print names and titles of the signors
- Initial and date **each page of the Grant Agreement**
- Initial and date **Exhibit A, B and C.**

Additional Required Documents

- Meeting Minutes- ****See SAMPLE MEETING MINUTES****
Minutes of the meeting documenting that the **community/agency**'s GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state **the community/agency is accepting the grant agreement terms as presented.** Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- What the grant is for
- Total project cost
- Amount of local match (50%)

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Exeter (VC#177386-B001)		1.4. Subrecipient Address 10 Front Street, Exeter NH 03833	
1.5 Subrecipient Tel. # 603-773-6129	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$13,300.00
1.9. Grant Officer for State Agency Heather Dunkerley, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3614	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: _____ On: / /		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 Failure to perform the Services satisfactorily or on schedule;

8.1.2 Failure to submit any report required hereunder; and/or

Subrecipient Initials: 1.) [redacted] 2.) [redacted]

3.) [redacted] Date: [redacted]

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports,

files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Subrecipient Initials: 1.) [redacted] 2.) [redacted]

3.) [redacted] Date: [redacted]

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed

Subrecipient Initials: 1.) [redacted] 2.) [redacted] 3.) [redacted] Date: [redacted]

by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Exeter (hereinafter referred to as “the Subrecipient”) \$13,300.00 to purchase and install equipment to enhance the security at the community’s Emergency Operations Center (EOC).
2. “The Subrecipient” agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to “the State” by September 30, 2024.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$13,300.00	\$13,300.00	\$26,600.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG ARPA)			
Applicant's Unique Entity ID (UEI):			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$13,300.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$13,300.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) 2.) 3.) Date:

Guidance for Meeting Minutes

Please use language similar to this when documenting meeting minutes accepting the grant

"The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$13,300.00 for purchasing and installation of equipment at the community's EOC. Furthermore, the Board acknowledges that the total cost of this project will be \$13,300.00, in which the town will be responsible for a 50% match (\$13,300.00)."

()

As a reminder, please have the signor(s) and notary/justice of the peace sign and date the Grant Agreement the same date.

Welfare Quarterly Report



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

TO: Exeter Select Board
Russell Dean, Town Manager

FROM: Pam McElroy, Sr. Exec. Asst. to Town Manager

DATE: July 18, 2022

RE: Welfare Update

Thank you for the opportunity to share an update of the Exeter Welfare and Human Services Department. Attached are spreadsheets of annual comparisons regarding assistance provided.

On the first spreadsheet, years 2020, 2021 and 2022 (through June) are listed for annual comparison. The yellow highlighted line is the direct assistance amount paid by Exeter Welfare. The line below that lists assistance provided by Human Services Agencies, requested by Exeter Welfare. (Agencies also deliver assistance to clients directly or via other agencies.) The orange highlighted line is the total monetary assistance provided.

Welfare expenses are further broken down into types of assistance provided. Each type of expense will be reviewed here.

Hotel and rent expenses rose significantly since Covid-19 began. There are a few reasons for this. Homeless shelters did not accept new clients during the pandemic; they have very long wait lists (this continues to be a serious current problem). In 2020, rent assistance programs (capped at \$2,500) were in place to assist with rent payments, and unemployment stimulus checks of \$600 per week were distributed. Once these programs ended, rent requests began to rise. During the eviction moratoriums, which began in March, 2020, landlords were unable to evict tenants due to non-payment of rent, so requests decreased. Once the moratoriums were lifted in August of 2021, which was 2 months earlier than expected, requests for rent assistance rose exponentially. The Welfare Office experienced rent assistance requests as much as \$7K - \$12K. Exeter Welfare, as well as other assistance agencies, became overloaded with requests and could not pay these large amounts. Often times the landlord would work with the tenant if they received some assistance from various agencies. If the tenant didn't attempt to work with the landlord, the tenant would be evicted. These evictions caused homelessness since low to mid-income rentals are few and far between. Southern NH Services Emergency Rental Assistance Program (ERAP) and the Rockingham County Rental Assistance Program began assisting with rent and utilities for those who qualified. Exeter Welfare referred many people to these programs as soon as they became available. They have helped tremendously. Recently, ERAP changed policy – rather than paying up to 18 months rent/utilities at first application, assistance is granted in 3 month increments. Once 3 months is paid, the applicant may reapply for another 3 months, up to 18 months. We are finding this is causing backups. It takes 6 – 8 weeks from application to the assignment of a Case Worker. This causes at least 2 - 3 months rent unpaid, which is causing landlords to begin the eviction process. Applicants are being referred to Town Welfare for payment of the months in between ERAP payments.

In 2022, we continue to experience rising rent. Landlords have become leery of yearly or long-term leases. Many are only allowing month-to-month tenants. Due to the housing market explosion, many apartment owners sold their properties. New landlords renovate the properties and raise rents, pushing out low income residents. Exeter Welfare assisted many families with children, older residents and disabled people with hotels until they were able to find new homes. Often, when speaking with tenants, I suggest they inform their landlord they are working with me. Almost always I contact the landlord to not only get necessary information, but to see if we can work together to keep residents in their homes. The cost to keep tenants in apartments is a fraction of hotel costs for the same amount of time. Similar to ERAP and Rockingham County Rent Assistance is the NH Homeowners Assistance Fund. This program aids with mortgage payments, taxes, water/sewer and utilities. This information has been shared with the Tax/Water/Sewer Collections Department, who shared it with residents. I am happy to report they have received a few payments from this fund.

As everyone has experienced, utilities, food, gas, etc. prices have risen drastically. Welfare has noticed an uptick in requests for utility assistance. Although ERAP and Rockingham County assist with these, Exeter Welfare has assisted as well. The Rockingham County Community Action Program, which assists annually with heat and utilities, is in effect beginning in October and runs through April, so the late spring and summer months can be difficult on some people.

In January, 2022 the Select Board approved raising Cremation assistance from \$750 to \$2,000. Exeter Welfare has seen a decrease in the number of requests for assistance, but the expended amount remains similar due to the rise in the amount paid out.

Miscellaneous expenses are few. They range from medical/dental, to daycare, to transportation.

Also included on the first spreadsheet are the number of families/individuals serviced by the Welfare Department. The first numbers are the total families/individuals serviced for the corresponding year, and the second set of numbers are those who received assistance more than once in that calendar year.

The spreadsheets that follow are detailed monthly assistance expenses for 2020 – 2022.

Please note these spreadsheets refer to assistance expenses only. They do not include Department general expenses.

Aiding residents of Exeter is much more than paying expenses for them. If someone is feeling overwhelmed, sometimes all they need is help organizing and simplifying paperwork or finding the agency that has just what they need. Taking time to understand the situation, whether it be health, healing, work, housing shortage, inflation, weather-related, unexpected expense, living/family crisis or upheaval, other agencies being backed up, helps to move forward with what is truly needed. Sometimes being creative with assistance is key. It's getting to know people, hearing about their lives and families, helping to move them forward when they may feel stuck, sharing ways they can help themselves, giving them knowledge that Exeter cares about them. I am grateful for this fulfilling work.

Thank you for your time.

**Exeter Welfare Direct Assistance
Annual Comparison**

	2020	2021	2022 Jan - June
Welfare	\$46,035	\$74,897	\$28,858
<i>HS Agencies</i>	\$33,733	\$28,730	\$9,247
TOTAL	\$79,768	\$103,628	\$38,105

Welfare Expenses

Hotel	\$26,998	\$46,959	\$9,743	
Rent	\$13,368	\$19,473	\$8,336	
Utilities	\$1,629	\$3,918	\$3,615	
Heat/Fuel	\$394	\$503	\$3,997	
Cremation	\$3,000	\$2,250	\$2,000	\$750/cremation 2019 - 2021; \$2,000/cremation 2022 fwd.
Other Misc.	\$646	\$1,795	\$1,168	Medical/Dental, Taxi, Day Care, Grocery Card (when avail.)
TOTAL	\$46,035	\$74,897	\$28,858	

Monetary Asst.	48	52	36
Total Families/Individuals			
Monetary Asst. more than once per year	17	7	2

Human Services Assistance								
January 1 - December 31, 2022								
	January	February	March	April	May	June		6 Month Total
Client Phone/E-mail	89	104	117	94	155	235		794
Agency Phone/E-mail	36	25	64	62	60	94		341
Scheduled Appts	4	2	2	3	8	7		26
Walk-Ins	8	1	8	3	14	17		51
Cremations	0	0	0	0	1	0		1
Police Involved Calls	10	3	0	1	0	4		18
Health Dept Involved Calls	0	0	0	1	0	0		1
Fire Dept Involved Calls	0	0	0	1	0	0		1
Exeter Welfare								
Hotels	\$959	\$0	\$0	\$666	\$5,693	\$2,425		\$9,743
Rent	\$2,875	\$0	\$0	\$0	\$2,000	\$3,461		\$8,336
Utilities	\$0	\$0	\$0	\$1,622	\$1,689	\$303		\$3,615
Heat	\$506	\$0	\$2,327	\$0	\$500	\$663		\$3,997
Cremation	\$0	\$0	\$0	\$0	\$2,000	\$0		\$2,000
Medical/Dental	\$0	\$0	\$0	\$1,096	\$0	\$0		\$1,096
Food	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Daycare	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Taxi	\$0	\$0	\$0	\$0	\$60	\$0		\$60
Miscellaneous	\$0	\$0	\$0	\$0	\$13	\$0		\$13
Grocery Card	\$0	\$0	\$0	\$0	\$0	\$0		\$0
TOTAL	\$4,340	\$0	\$2,327	\$3,384	\$11,955	\$6,852		\$28,858
Outside Agency Relief								
St. Vincent de Paul						\$500		\$500
Womenade			\$577		\$750	\$1,100		\$2,427
Rock Community Action								\$0
So. NH Svc								\$0
Annie's Angels								\$0
Wentworth Trust			\$1,495	\$1,096	\$1,274	\$2,455		\$6,319
Support Svc VET Families								\$0
Hartman Propane								\$0
Families First								\$0
Wonderland Thrift								\$0
Resident Asst./Misc								\$0
TOTAL	\$0	\$0	\$2,072	\$1,096	\$2,024	\$4,055		\$9,247

Human Services Assistance								
January 1 - December 31, 2021								
	January	February	March	April	May	June		6 Month Total
Client Phone/E-mail	192	158	208		50	67	129	804
Agency Phone/E-mail	108	108	72		50	31	75	444
Scheduled Appts	4	4	2		1	2	5	18
Walk-Ins	10	11	13		2	5	11	52
Cremations	0	0	2		0	0	0	2
Police Involved Calls	2	13	15		0	0	0	30
Health Dept Involved Calls								
Exeter Welfare								
Hotels	\$1,579		\$1,431		\$0	\$807	\$1,826	\$5,643
Rent	\$2,020	\$3,697	\$930		\$0		\$1,500	\$8,147
Utilities	\$410				\$0			\$410
Heat					\$0			\$0
Cremation			\$1,500		\$0			\$1,500
Medical/Dental					\$0			\$0
Food					\$0			\$0
Daycare								
Court Parenting Class								
Taxi					\$0			\$0
Gas Card					\$0			\$0
Grocery Card					\$0			\$0
TOTAL	\$4,010	\$3,697	\$3,861		\$0	\$807	\$3,326	\$15,700
Outside Agency Relief								
St. Vincent de Paul					\$0	\$0		\$0
Womenade	\$2,366	\$1,000			\$0	\$0	\$1,500	\$4,866
Rock Community Action					\$0	\$0		\$0
So. NH Svc	\$410				\$0	\$0		\$410
Annie's Angels	\$1,145		\$400		\$0	\$0		\$1,545
Wentworth Trust		\$765			\$0	\$0	\$1,000	\$1,765
Support Svc VET Families					\$0	\$0		\$0
Hartman Propane					\$0	\$0		\$0
Families First					\$0	\$0		\$0
Wonderland Thrift								
Resident Asst./Misc			\$760		\$0	\$0		\$760
TOTAL	\$3,921	\$1,765	\$1,160		\$0	\$0	\$2,500	\$9,346

	July	August	September	October	November	December	6 Month Total	2021 Total
Client Phone/E-mail	314	451	514	375	283	266	2203	3007
Agency Phone/E-mail	124	119	125	89	71	119	647	1091
Scheduled Appts	4	7	10	4	5	4	34	52
Walk-Ins	14	28	25	9	34	29	139	191
Cremations	0	0	0	0	0	1	1	3
Police Involved Calls	3	11	2	3	5	5	29	59
Health Dept Involved Calls	2	0	0	1	0	0	3	3
Exeter Welfare								
Hotels	\$3,773	\$6,622	\$8,959	\$11,430	\$6,992	\$3,542	\$41,317	\$46,959
Rent	\$1,455	\$2,750	\$1,700		\$3,020	\$2,400	\$11,325	\$19,473
Utilities	\$371	\$1,559	\$1,217		\$362		\$3,508	\$3,918
Heat		\$283		\$220			\$503	\$503
Cremation						\$750	\$750	\$2,250
Medical/Dental							\$0	\$0
Food							\$0	\$0
Daycare	\$574					\$567		
Court Parenting Class	\$50							
Taxi							\$0	\$0
Dumpster (Health Office)		\$469						
Gas Card							\$0	\$0
Grocery Card	\$25	\$55			\$30	\$25	\$135	\$135
TOTAL	\$6,247	\$11,738	\$11,875	\$11,650	\$10,404	\$7,284	\$59,197	\$74,897
Outside Agency Relief								
St. Vincent de Paul							\$0	\$0
Womenade		\$1,200	\$800	\$1,535	\$1,200	\$3,600	\$8,335	\$13,201
Rock Community Action							\$0	\$0
So. NH Svc							\$0	\$410
Annie's Angels		\$496	\$1,370	\$540		\$65	\$2,471	\$4,016
Wentworth Trust	\$1,500	\$1,380			\$5,318		\$8,198	\$9,963
Support Svc VET Families							\$0	\$0
Hartman Propane							\$0	\$0
Families First							\$0	\$0
Wonderland Thrift	\$80							
Resident Asst./Misc						\$300	\$300	\$1,060
TOTAL	\$1,580	\$3,076	\$2,170	\$2,075	\$6,518	\$3,965	\$19,384	\$28,730

Human Services Assistance								
January 1 - December 31, 2020								
	January	February	March	April	May	June		6 Month Total
Client Phone/E-mail	423	147	157	204	193	180		1304
Agency Phone/E-mail	99	68	82	67	33	91		440
Scheduled Appts	19	5	9	9	6	12		60
Walk-Ins	31	15	13	0	0	0		59
Cremations	0	1	0	1	0	1		3
Police Involved Calls	7	2	2	11	3	0		25
Exeter Welfare								
Hotels	\$3,468	\$1,008	\$1,400	\$2,917	\$2,509	\$2,297		\$13,598
Rent	\$4,134	\$1,745	\$2,121	\$802	\$573	\$1,720		\$11,094
Utilities	\$0	\$0	\$0	\$0	\$602	\$0		\$602
Heat	\$394	\$0	\$0	\$0	\$0	\$0		\$394
Cremation	\$0	\$750	\$0	\$750	\$0	\$750		\$2,250
Medical/Dental	\$406	\$0	\$0	\$0	\$0	\$0		\$406
Food	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Taxi	\$0	\$0	\$0	\$160	\$0	\$0		\$160
Gas Card	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Grocery Card	\$0	\$0	\$0	\$0	\$0	\$0		\$0
TOTAL	\$8,402	\$3,503	\$3,521	\$4,629	\$3,684	\$4,767		\$28,505
Outside Agency Relief								
St. Vincent de Paul	\$500	\$0	\$0	\$0	\$0	\$0		\$500
Womenade	\$1,550	\$500	\$1,962	\$300	\$993	\$0		\$5,305
Rock Community Action	\$0	\$0	\$0	\$875	\$0	\$0		\$875
So. NH Svc	\$0	\$0	\$0	\$473	\$0	\$0		\$473
Annie's Angels	\$680	\$558	\$0	\$0	\$421	\$0		\$1,659
Wentworth Trust	\$6,891	\$0	\$0	\$0	\$860	\$3,900		\$11,651
Support Svc VET Families	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Hartman Propane	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Families First	\$100	\$0	\$0	\$0	\$0	\$0		\$100
Resident Asst./Misc	\$0	\$0	\$0	\$0	\$0	\$0		\$0
TOTAL	\$9,721	\$1,058	\$1,962	\$1,648	\$2,274	\$3,900		\$20,562

	July	August	September	October	November	December	6 Month Total	2020 Total
Client Phone/E-mail	117	121	236	212	149	189	1024	2328
Agency Phone/E-mail	70	55	102	119	74	79	499	939
Scheduled Appts	3	2	4	8	2	1	20	80
Walk-Ins	5	21	6	16	1	9	58	117
Cremations	0	1	0	0	0	0	1	4
Police Involved Calls	8	1	2	0	1	7	19	44
Exeter Welfare								
Hotels	\$1,825	\$1,011	\$2,321	\$2,327	\$2,549	\$3,367	\$13,400	\$26,998
Rent	\$0	\$0	\$500	\$1,130	\$0	\$644	\$2,274	\$13,368
Utilities	\$480	\$0	\$0	\$0	\$0	\$546	\$1,026	\$1,629
Heat	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$394
Cremation	\$0	\$750	\$0	\$0	\$0	\$0	\$750	\$3,000
Medical/Dental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$406
Food	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxi	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160
Gas Card	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grocery Card	\$0	\$20	\$20	\$20	\$0	\$20	\$80	\$80
TOTAL	\$2,305	\$1,781	\$2,841	\$3,477	\$2,549	\$4,577	\$17,530	\$46,035
Outside Agency Relief								
St. Vincent de Paul	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Womenade	\$0	\$500	\$818	\$364	\$0	\$500	\$2,182	\$7,487
Rock Community Action	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$875
So. NH Svc	\$0	\$0	\$0	\$1,130	\$0	\$0	\$1,130	\$1,603
Annie's Angels	\$0	\$0	\$353	\$616	\$0	\$0	\$970	\$2,628
Wentworth Trust	\$0	\$3,429	\$2,160	\$3,250	\$0	\$0	\$8,839	\$20,490
Support Svc VET Families	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hartman Propane	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Families First	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
Resident Asst./Misc	\$0	\$50	\$0	\$0	\$0	\$0	\$50	\$50
TOTAL	\$0	\$3,979	\$3,331	\$5,360	\$0	\$500	\$13,171	\$33,733



NHLWAA - A Message from the Board of Directors

1 message

NH Local Welfare Administrators Association <info@nhlwaa.org>
Reply-To: info@nhlwaa.org
To: pmcelroy@exeternh.gov

Fri, Jul 1, 2022 at 11:30 AM



New Hampshire Local Welfare Administrators Association

A Message from the NHLWAA Board

Municipal Welfare Officials and Administrators,

Thank you for your continued commitment to meet your legal and humanitarian obligations. Municipal local welfare continues to be accessible, aware and accountable to people in need and to taxpayers that pay for assistance provided. We are the inside voice of social services within our city and town halls and often serve as a bridge of communication between advocacy organizations and municipal government.

Recently, the New Hampshire Local Welfare Administrators Association's Executive Board unanimously approved an ethics resolution guidance agreement to improve fair and equitable best practices for municipal local welfare officials regarding permanent and emergency housing placements from a municipality of origin into another.

The resolution reminds that homeless shelter emergency housing, including overnight warming centers, do not constitute a change of residency for local welfare purposes. It clarifies motels paid for by municipalities or other assistance providers, for emergency housing, are considered forms of emergency housing and thus do not constitute a change of residency for local welfare purposes.

The resolution promotes increased communication, collaboration and consistent liability expectations between municipalities. It fosters municipal government support for emergency housing sheltering by minimizing concerns of additional local welfare liability due to emergency relocation.

The resolution, supported by small and larger municipalities, is a common sense and common ground approach to solution solving and changing times.

A review of the ethics resolution is planned for our September general member meeting.

Below is a link to the full ethics resolution.

<http://nhlwaa.org/2022/06/23/nhlwaa-ethics-resolution-agreement/>

I hope this information is helpful.

Respectfully,

Todd Marsh

NHLWAA, President



Towards maximum self-sufficiency...

NEW HAMPSHIRE
LOCAL WELFARE ADMINISTRATORS ASSOCIATION
ETHICS RESOLUTION

PURPOSE: The purpose of this ethics resolution is to acknowledge the varying dynamics of municipalities across the state, including proximity to assistance services, and to establish a fair and equitable agreement on residency in relation to permanent and emergency temporary housing placement outside of a municipality of origin. This resolution will provide increased collaboration and consistent liability expectations, further establish general assistance best practices, and foster increased municipal support for temporary emergency assistance by clarifying municipal liability due to temporary emergency housing placements.

The following standards should be observed when communicating with a current or potential applicant for general assistance and collaborating with any municipality:

- I. A welfare official should not attempt to end, or avoid acquiring, local welfare financial responsibility by encouraging, persuading or pressuring a person:
 - A. not to apply for assistance, or to discontinue residence in the municipality in which they currently reside, or
 - B. to establish a residence in another municipality.
- II. A welfare official should make a good faith effort to contact the welfare official of another municipality when a person is being directed to them and explain why the person may be inquiring and/or applying to their municipality. This applies whether or not the welfare official has accepted initial financial responsibility for the person. Applicable state confidentiality statutes shall apply. Temporary, non-resident assistance may be necessary to provide for a person even if that person is being directed to another municipality, depending on the circumstances, including transportation and timing of need for assistance (165:1-c Nonresidents.)
- III. Welfare officials should not grant any assistance that he/she knows will be used to relocate or help establish the recipient's residence in another municipality, unless:
 - A. a good faith effort is made to explore local resources, after which it is discovered that none are reasonably available.
 - B. the person has indicated a need and/or intent to move to another municipality for non-local welfare-related reasons.
 - C. an assessment of financial sustainability for proposed first month's rental assistance into new housing has been completed by the municipality of origin.

IV. When a recipient of general assistance decides of their own volition to relocate to another municipality, the welfare official from the municipality of origin should contact the welfare official of the other municipality in advance of the move and pay up to one month's eligible assistance following the move, if necessary, due to known or unanticipated circumstances. The municipality of origin should work with the receiving municipality and pay reasonable housing costs.

A. Persons who are sanctioned by municipal welfare and arrive in another community are not the liability of the community where the sanction originated. However, arrangements may be made between the two communities to have the sanction resolved.

B. When a person contacts a welfare official in a municipality in which they do not currently reside, or appears in a municipality, for the sole purpose of applying for assistance to avoid applying for or pursuing assistance in their municipality of origin, the welfare official may contact the official in the municipality of origin to determine a proper course of action. This may include establishing an appointment with the municipality of origin, the municipality of origin accepting 30-day local welfare liability, or other agreed upon courses of action.

V. According to RSA 126-A:30, persons receiving short-term emergency housing (e.g. shelter or motel) shall continue to maintain their legal residence in the municipality of origin, for local welfare purposes, as it existed at the time of entering the emergency housing. Therefore, the New Hampshire Local Welfare Administrators' Association supports and encourages the following municipal local welfare best practices:

A. A person does not gain or lose residency while in emergency housing, hospital or treatment program center until such a time said person has acquired more permanent residence (i.e.: apartment).

B. A person that leaves emergency housing of their own free will and remains in a situation of homelessness, or is exited from emergency housing for non-compliance or policy violations, for local welfare purposes, remains a resident of the municipality of origin for thirty (30) days.

C. A person assisted by a municipality, or other assistance providers, with emergency housing assistance in a motel in another municipality, who then self pays for a consecutive thirty (30) days without municipal or other provider assistance should, for local welfare purposes, transition residency to the new municipality.

D. Temporary urgent assistance may need to be provided to meet basic needs of transient individuals or residents of other municipalities. Municipalities should communicate and coordinate assistance options with each other, including reimbursements from municipalities of origin (RSA 165:20-a), when it is determined unreasonable for the person to physically return to the municipality of origin due to transportation, timing of need for assistance or residency is unclear.

V. If good faith efforts to abide to any parts of this resolution agreement are unsuccessful, applicable state statues shall prevail.

Select Board 2022 Goals Report



Town of Exeter Goal Setting Summary





Town of Exeter Goal Setting Summary

Participants

Niko Papakonstantis, Chair

Molly Cowan, Vice Chair

Julie D. Gilman, Clerk

Lovey Roundtree Oliff

Nancy Belanger

Russ Dean, Town Manager

Melissa Roy, Assistant Town Manager & HR Director

The session was facilitated by:

Rick Alpers, Risk Management Consultant and Continuity of Operations Coordinator, Primex³

Purpose and Intended Results

The Exeter Board of Selectmen, Town Manager and Assistant Town Manager gathered on the evening of April 4th to work together to plan out what they would like to see the town achieve in goals over the next 12-18 months.

The group was asked to individually share what is currently going well for the Town of Exeter. The following were the responses collectively:

- Current state of the towns economic growth
- The Tax Increment Financing (TIF) District on Epping Road
- Outdoor dining
- New Assistant Town Manager
- Progress on Department Head succession planning
- Leveraging resources from outside grants and funding
- Consistent infrastructure improvements
- Tax rate currently stable
- Solar array
- Improvements in energy sustainability
- Good voter support



Town of Exeter Goal Setting Summary

- Overall staff retention is positive
- Changes to swazey parkway
- Award winning Wastewater Plant along with a great Public Works Director
- Exeter Public Access TV has improved its delivery of services
- The upcoming refresh of the town's website

The group was then asked what they thought still needed improvement or additional focus in town. The following is the groups individual responses:

- Additional improvement in staff retention
- Ability to offer additional training opportunities for all staff
- Keeping pay scales competitive across the board
- Continue with Department Head succession planning
- Improve communication to staff and the public
- Increase transparency with staff and the public when able to
- Improve training of volunteers
- Review current structure of all town committees
- Review and study overnight parking spaces in town
- Address Lincoln Street parking
- The current parking situation in the downtown in need of a focus
- Ongoing review of the public safety departments and their needs

Each individual in the group was then asked to share what three goals they would like to see the Town achieve over the next 12-18 months. The following are each members' top three individual goals:

Julie

1. Reclassification of staff and payscale to help with continued retention efforts
2. Increase the number of volunteers to serve on committees and board and to educate them about what their roles and responsibilities are (hold a potential volunteer fair)
3. Continuously review the demographics of the community to help determine the current and future needs of the citizens of Exeter



Town of Exeter Goal Setting Summary

Nancy

1. Increase the number of volunteers to serve on boards and committees along with educating them about their roles and responsibilities
2. Collect and review data on all public parking lots
 - a. How many spaces do we currently have
 - b. How many do we need now and in the future
3. Bring representatives of all town boards together to meet with the select board to discuss roles and responsibilities along with educating them about how certain processes work when involving the Town Managers office and the Board of Selectmen.

Niko

1. Continue with the reorganization and reclassification of all positions.
 - a. Continue with Department Head Succession Planning
2. Improve and grow programming for children and seniors in town
3. Explore the possibility of building a Public Safety Building for the FD and PD

Molly

1. Attract and increase affordable housing projects
 - a. Look at current zoning regulations to help determine if changes are needed to improve this goal
2. Improve the quality of Exeter's outdoor spaces
 - a. River front parking lot
3. Continue with the reorganization and reclassification of all staff positions.
 - a. Continue with succession planning for all Department Head positions

Lovey

1. Improve and support small businesses in Exeter
 - a. Help improve retention through various outreach programs
 - b. Complete a needs assessment of our small businesses
 - c. Grow the towns relationship with the chamber
2. Continue to grow our positive relationship with PEA
3. Increase the number of volunteers to serve on boards and committees as well as educate all volunteers about their roles and responsibilities



Town of Exeter Goal Setting Summary

Russ & Melissa

1. Maintain the Town's current bond rating and stable tax rate
2. Develop a strong working relationship with the new Director of Finance
3. Develop a plan for the Town Hall
 - a. Upgrades needed?
 - b. Intended uses?
 - c. Funding for upgrades?
 - d. Public/private partnerships?

The following is a comprised list of achievable goals for the board, staff and the community. These goals were derived and formulated from the above individual goals of each select board member and the Town Manager and the Assistant Town Manager.

GOAL 1: Volunteers

- Increase total number of volunteers to sit on various town boards and committees
- Create an orientation process to educate all volunteers on their roles and responsibilities
- Schedule an all boards mtg with the BOS to discuss how certain decision-making processes work with Town Administration and the Select Board to ensure clarity.

GOAL 2: Employee Attraction and Retention

- Continue to adjust current pay scale to remain competitive
- Re-structure and reclassify staffing positions when needed to ensure efficiency in delivering services
- Continue with creating succession plans for all Department Head level positions along with other positions in town deemed necessary by board and managers
- Continue to find creative tools and benefits to help attract and retain town staff that is also financially responsible for the town

GOAL 3: Economic Development

- Commence a study to see how many public parking spaces the town currently has and how many are needed today and in the future. With a focus on the Downtown
- Improve the towns outdoor recreational assets. Craft a plan to do so
- Continue with a focus through the Economic Development Director to engage with Exeter's small business to ensure they are receiving the resources they need to thrive and grow. ED Director to share a plan at a future BOS mtg.
- Improve and attract new affordable housing projects.
 - > Locate parcels for projects
 - > Review current zoning regulations to see if improvements can be made for these projects



Town of Exeter Goal Setting Summary

Wrap-Up, Recap and Action Plan

The next step following this session will be for the Board of Selectmen, Town Manager, department heads, and Town staff to work together to develop specific tactics for accomplishing the identified goals and objectives. Tactics describe specifically how the goals and objectives will be met.

Concluding Thoughts

Thank you again for the opportunity to participate in this important process. Primex³ appreciates the opportunity to provide assistance to members with goal setting, and to help governing bodies develop paths to achieve their visions. A forward-looking community that is deliberate, disciplined, and strategic in developing and accomplishing its goals illustrates how *"good management is good risk management."*

Tax Exemptions, Abatements & Veterans Credits

List for Select Board meeting July 18 2022

Solar Exemption

Map/Lot/Unit	Location	Amount	Tax Year
70/37	5 Robin Lane	\$ 8,500	2023

Timber Tax

Map/Lot/Unit	Location	Amount	Tax Year
97-23	7 Riverwoods Dr	491.13	2022

Permits & Approvals

Correspondence

Rockingham Nutrition & Meals on Wheels Program

106 North Road – Brentwood, NH 03833

(603) 679-2201 Admin@RNMOW.org

www.RockinghamMealsOnWheels.org

SENIOR TRANSPORTATION Quarterly Reports

Town of Exeter NH

Don Woodward, donwoodward28@yahoo.com

Pam McElroy, pmcelroy@exeternh.gov

RNMOW Fiscal Year 2021-2022

- For July, August, September
- For October, November, December
- For January, February, March
- For April, May, June

RNMOW Senior Transportation Services:

The Senior Shuttle is a van owned and operated by RNMOW to provide rides to Exeter seniors. It is on the road Monday through Friday from around 8:00 am to 4:00 pm around 250 days of the year.

Number of Exeter Clients Served: 484 Year-to-date Clients Served: 1,628

Number of Units	Quarterly Totals	Year to Date Total
# of Days Service Provided	59	244
# of Miles Provided	2,520	9,931
# of Rides Provided	881	3,055
Average Rides per Day	15	12.5

Ride Breakdown	Quarterly Totals	Year to Date Total
Meal Site	71	225
Medical Appointments	274	845
Shopping	490	1797
Other	46	188

We much appreciate how your Town's support for transportation allows us to provide for the seniors of Exeter

For questions please contact

Amy Head at 679-2201 or EL-Specialist@RNMOW.org



Russ Dean <rdean@exeternh.gov>

Exeter pocket park team update summer 2022

1 message

RM Allen <rmallennh@gmail.com>

Mon, Jul 11, 2022 at 9:40 AM

To: Barbara Rimkunas <curator@exeterhistory.org>, Dave Short <dshort11@myfairpoint.net>, David Weber <slowstudy5@gmail.com>, Maura Fay <maurafay@gmail.com>, Lovey Oliff <lovey.oliff@gmail.com>, Russ Dean <rdean@exeternh.gov>, Jennifer Martel <JMartel@gmail.com>, Niko Papakonstantis <npapakonstantis@exeternh.gov>, info@independencemuseum.org, thedaryllama@gmail.com, info@portsmouthhistory.org

Good morning all,

I was asked to give an update on our idea of a pocket park on Swasey to honor the historic Black community. So here it is...

We are still waiting to hear about the final plans for street closure, etc. Russ says the lawyers are still chugging away on the details. I spoke with Dave Short, trustee, about this as well and about putting in a sidewalk- via a little land swap. So while we are still biding our time, these things are also happening in the background:

1) An archaeologist poked around and found the alleged cabin of Jude & Rhoda, out by Jude's Pond. I met him there and he showed me the spot. He registered it as an archaeological site in May. PEA owns the land and they will look into it this fall. Maybe dig. Woo hoo!!! I am following this closely.

2) I had a pro genealogist do the family tree for Jude Hall. She suggested making a genealogical society with it. So I made a page on FB "Jude and Rhoda Hall Society" and put the (privatized) tree up there. The family is starting to find it, and it is bearing interesting fruit.

- A woman from CA, and another, are looking into getting Jude to be their patriot for their Daughters of the American Revolution application. The Exeter DAR registrar is looking into this, as well as from other chapters. A newer thrust of the DAR is to include patriots of color in their database, etc
- One family in TX who were always told they had Native American heritage did some DNA testing and found none, but did find African. Surprise! They traced it back to Jude & Rhoda. The DNA is from Ghana and the Ivory Coast.
- One savvy woman from the Mayflower society is putting Rhoda's father Caesar Paul's tree on a free site called Wiki Tree. The Jude tree is now connected to that. Caesar is allegedly the first African in America in that line in Exeter. Cesar/Rhoda is in her husband's line. She is working with another of the relatives from Canada to make this info super easy to find for those researching.
- I have chatted with all these people and offered to take them on a tour if they ever come to Exeter.

3) There are thoughts that we start the park with only the benches and the BHTNH makers, and not an art piece. The art piece could be in phase two, long after the other stuff finally gets in. Or perhaps never. It complicates matters.

4) A small group of us are working on some sample text for the Black Heritage Trail of NH marker to go in the park. It goes along these lines:

"An important African-American community dwelled here for nearly a century. Beginning with several enslaved persons, it grew to the most concentrated free community in NH after the settlement of over a dozen Revolutionary War soldiers. This area was the community epicenter, between the State treasury, the Baptist church, and the enclave. Most notable are; Revolutionary War soldier, Jude Hall, Abolitionist poet, James Whitfield, Baptist preachers, Revs. Nathaniel and Thomas Paul, philanthropist, Catherine Merrill, and one-time oldest citizen, Harriet PC Harris."

So that is the latest news, enjoy your summer!

Thanks,
Renay

PS Emma has moved on from the AIM and is in Portsmouth now. Congrats girlfriend!! New AIM director is not named yet.



jude hall rose petals 2022.jpeg

680K



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

TO: Select Board

FROM: Pam McElroy, Senior Executive Assistant to the Town Manager

DATE: July 18, 2022

RE: Pleasant Street Winter Parking Permits

Exeter's Annual Winter Parking Ban begins on December 1st and extends to March 15th.

Winter parking passes for Pleasant Street residents are available beginning November 1st on a first come, first serve basis. There are 8 spaces available. Attached is a copy of the Winter Parking Permit Request. Upon completion of the request form, a photocopy of the resident's driver's license is attached to the approved permit and they are issued a window sticker. The permits are usually completely distributed by 8:30 am on November 1st each year. Copies of the approved request forms are emailed to the Police Department.

Residents who are ineligible or did not receive a sticker are directed to park between the arrowed winter parking signs in the municipal lots (behind the Town Office Building and at the Train Station).

Thank you.



Town of Exeter, NH
10 Front Street
Exeter, NH 03833
Phone: 773-6102 Fax: 777-1514

Winter Parking Permit Request

Accepted on November 1st

Winter parking is for Pleasant Street only; from December 1, 2023 to March 15, 2023. Limited spaces (8) are available and are based on a first come first serve basis.

Applicant Information:

Name: _____ Address: _____

Email: _____ Phone: _____

Vehicle Information:

Plate #: _____ State: _____ Registered To: _____

Description: _____

***If a snow emergency is declared by the Town of Exeter, you will be required to move your vehicles and will not be permitted to use the assigned parking space until the snow emergency has been lifted.**

This permit is issued for the purpose indicated above and shall be valid only during the times/dates indicated on this permit.

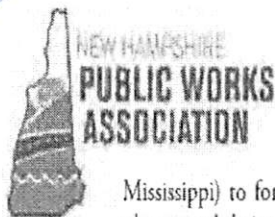
Applicant Signature

Date

Window permit issued:

on Date: _____

Public Works Employees are Now First Responders!



Governor Chris Sununu recently signed SB 325 into law, formally recognizing public works employees in New Hampshire as first responders! This makes New Hampshire only the second state in the country (after Mississippi) to formally and directly recognize public works employees and their role as first responders!

Taken directly from the legislation:

"First responders" means state, county, and local governmental and nongovernmental emergency public safety fire, law enforcement, public safety telecommunications or dispatcher, emergency response, emergency medical services providers including hospital emergency facilities, emergency management, public health, clinical care, public works, and other skilled support personnel, such as equipment operators, that provide immediate support services necessary to perform emergency management functions.

Congratulations to the New Hampshire Public Works Association who worked long and hard in advancing this important new law. It is important for all of us to recognize public works employees as first responders since they are responsible for emergency management and protecting, operating and maintaining critical infrastructure in our cities and towns.

The Clock Doc!



Phillip D'Avanza, the "Clock Doc," was recently showcased on New Hampshire Chronicles. Phil has spent over 40 years keeping the clocks that dot the centers of many towns in New Hampshire ticking. Phil has served as a NHMA Board of Director for many years and currently serves on the planning board in the Town of Goffstown. Learn more about Phil and his clock business here: <https://www.wmur.com/article/nh-chronicle-keeping-the-clock-in-the-tower-ticking/39789369#>.

ATTENTION MUNICIPAL OFFICIALS – Signs on State Roadways



Shari King, Supervisor of Outdoor Advertising at the New Hampshire Department of Transportation's (NHDOT) Bureau of Traffic, is reaching to all town boards and/or departments with an update below on the rules and regulations regarding signage on state roadways.

SHARE

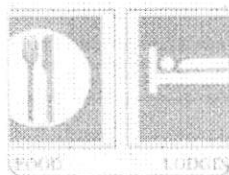
SAVE

LIKE

DOWNLOAD

DETAIL

STORIES INSIDE



8 MIN READ

Happenings

Pages 7-9



4 MIN READ

Win with Water



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



July 1, 2022

Town Manager's Office

JUL 07 2022

Received

Roger Ellis
Exeter River Mobile Home Park
10 Vincent Street
Exeter NH 03833

Re: Reported Alleged Violation
Land Resources Management File Number: 2022-01853
Subject Property: 37 Cornwall Street, Exeter, Tax Map #95, Lot #64

Dear Mr. Ellis:

The New Hampshire Department of Environmental Services (NHDES) Land Resources Management Program has received a complaint of possible violations on the above-referenced property. The complaint alleges that you or your agent have dredged and filled in wetlands without a permit or proper authorization from NHDES. This letter is to notify you of this complaint and to provide you with an opportunity to respond.

We find no record of a permit being issued under your name for the work described above, but realize that a permit may have been obtained under another name, the work may be exempt from the below regulation, or the information provided to NHDES may be unfounded. If work has been performed without a permit or proper authorization, you are requested to voluntarily refrain from carrying out any additional work, except for the installation of siltation and erosion controls, until NHDES further investigates this matter.

Pursuant to RSA 482-A, a wetlands permit from NHDES shall be posted on site prior to excavating, removing, dredging, filling, or constructing any structure in or on any bank, flat, marsh, bog, or swamp, in and adjacent to waters of the state or within 100 feet of a designated prime wetland where a 100-foot buffer was required at the time of designation.

If there is a violation, NHDES has the authority to take enforcement action. **Within 20 days of the date of this letter**, please provide your comments in writing; submit a copy of any permits, plans, or other information related to this matter; and reference the above file number on all correspondence.

This case has been added to our inspection list. Should you have any questions, please contact me at neil.bilodeau@des.nh.gov or (603) 559-1513. Further information about NHDES programs may also be found at the NHDES website: www.des.nh.gov.

Sincerely,

Neil Bilodeau
Compliance Specialist
Land Resources Management Program
Water Division

cc: Exeter Conservation Commission
Exeter Select Board

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

June 21, 2022

Dear Selectman Papakonstantis:

We are writing to each of you directly because when we addressed the dangers associated with people parking along the roadside at the PEA trailhead near 46 Drinkwater Road with Town Manager, Russell Dean, he has not followed up since our Oct 20, 2021 meeting nor has he responded to our request in writing on Feb 1, 2022 to provide us with an update on the status of his assessment.

A letter was sent to Mr. Dean July 27, 2021 outlining this issue, among others, along with a Pen Drive containing a collection of photos and videos depicting just how dangerous it is to park along the roadside here. His assistant called to set up the October 20 meeting that included Mr. Dean, Town Planner, Dave Sharples, Kristen Murphy, Mark Leighton from PEA, our neighbors and us. Following the meeting he said that he would have the safety of the roadside parking there evaluated by EPD and would inform us of its determination.

We obtained a copy of the report written by Officer Bruce Page concerning said parking safety issue. However, it only mentions the dialogue he had with us residents. There is no mention of his conclusion as to whether or not it is too dangerous to park along the roadside here, just that he would speak to Mr. Dean.

We have several concerns with Officer Page's report: 1. Mr. Dean instructed him not just to conduct a safety study but to "attempt to alleviate our concerns". The latter has nothing to do with whether or not it is too dangerous for people to park along the roadside. 2. Officer Page claims one of us stated to want NO PARKING signs for a ¼ mile in either direction". To the contrary, it was he who stated that NO PARKING signs would probably need to be placed a ½ mile in either direction to be effective but that he did not want to see that happen because it would ruin the scenic beauty of Drinkwater Road. We think it is unconscionable that the aesthetics of a stretch of highway would take precedence over preventing the loss of one's life. And to be clear, in the July 27 letter, we proposed simply replacing the 3 existing signs that state NO PARKING ON PAVEMENT with ones that state NO PARKING. That's all. 3. Officer Page stated that Kristen Murphy wrote a response "which was given to the residents". We have never received such a response letter from her.

One disturbing admission during the Oct 20 meeting was that we asked Mr. Dean and the other officials there if they had viewed the photos and videos sent to Mr. Dean 3 months earlier. Only Mark Leighton from PEA raised his hand. That was a very disappointing revelation. Mr. Sharples seemed to be the only one there representing the town who was genuinely interested in looking into the matter – he stated that he visited the site and concluded that it was potentially dangerous to park there. Otherwise, the meeting was rather chaotic and went off topic far too often.

Lastly, the July 27 letter, described as lengthy when it was first brought up at the Aug 2, 2021 Select Board meeting, was written as such to provide Mr. Dean with everything needed to make an informed assessment of the matter. It provided a historical perspective, a timeline of the events that had occurred over the last 20 years since people started arriving here to hike the PEA trails, that included the response by PEA when we addressed this issue with them in Sept 2019, a list of possible solutions, and most importantly, undisputable photographic and video evidence to support our claims. So though Mr. Dean did not need to summon the EPD to conduct a safety evaluation, we decided not to object thinking he might be following some sort of procedure; however, since he has not responded to our inquiry for several months now, we feel he had no intention of seriously addressing this issue. So as it stands, we do

not know what had been discussed between Officer Page and Mr. Dean, or what you might have been told. And as was discussed at the Aug 2 Select Board meeting, he was supposed to get back to you, and then you would contact us – it has been nearly a year now and we have heard nothing.

So we are putting this matter directly in your hands as we have lost confidence in Mr. Dean. Look at the photos and videos and decide for yourselves. Look at all of it. The evidence is clear. The images contained on the Pen Drive were recorded since the July 2021 letter was sent up until this month but also includes a subset of the images sent to Mr. Dean. So when Officer Page stated in his report that he saw one car parked near the trailhead when he came down here twice on Oct 21, 2021, as if to say “there is nothing there, there”, or observed much of the same any of the other times he has driven past the trailhead for all of 10 seconds or so, that is a very small window of observation in a day. Even if several trips are made in one day, it amounts to about one minute of observation in total. Therefore, you should know that he does not see what we see: people standing in the road, loading and unloading kids and dogs, many times on the side of their vehicles that face the road while traffic speeds by – some of which we have captured on video. The videos are only 15-30 seconds long on average so it should not take long to view them. The danger still exists whether it’s one car or a hundred. Focus first on the contents of the folder titled, “July 2021 to June 2022”, and determine for yourselves if the danger still exists since we brought this to the attention of Mr. Dean. We also strongly encourage you to look at the contents of the folder titled, “Children’s Lives Put at Risk”, in particular, the video marked IMG_7393, recorded March 26 of this year, of a mother with her young child in her arms as a car speeds by to get a sense of the risks these people take in the name of outdoor recreation. There is a description of each video from this folder on the following page depicting the activity of each one – some show the parent securing their child, presumably in a child seat, or the like, so that they are safe for the journey home, yet they are doing this in a location that endangers the life of the child.

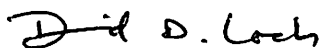
We are not asking for the moon, just an easy, common sense solution to a dangerous and unnecessary activity. As was already stated, people do not need to come here to enjoy the outdoors; they have other trails with safe parking where they can go, and if they want to hike the PEA trails, they can park at Chadwick Lane.

You should know that WMUR reported on Mar 16, 2022 that 25 DOT strikes and 9 cruiser strikes had occurred in NH since Jan 1, 2022. These activities usually occur with the aid of flashing police cruiser lights, traffic cones or road barriers and highway workers with STOP/SLOW signs directing traffic or a combination thereof. Here at Drinkwater Road there is none of that.

Please do not wait for someone to lose their life before something is done.

We expect to hear from you soon.

Sincerely,



David Loch and John Tyler
46 Drinkwater Road
Exeter, NH 03833



CONTENTS OF PACKAGE

Pen Drive – Contains images of parking activities at PEA trailhead near 46 Drinkwater Road. Contents include the following:

Folder Titled – July 2021 to June 2022 contains:

- Dangerous Dog Chaos folder – 2 videos, 11 photos (people having difficulty managing their dogs out in the road)
- Dangerous Parking folder – 1 video, 21 photos
- Exeter HD Plowing Trailhead folder – 1 video, 1 photo (who authorized this?)
- Loss of Life Potential folder – 39 videos, 72 photos

Folder Titled – Partial Sample of Contents Sent to Dean contains:

- Blocking Mailbox First 20 Years folder – 51 Photos (many of these also depict vehicles parked dangerously in the travel lane)
- Dangerous Parking 2021 to Late 2020 folder – 22 photos
- Dangerous Parking First 20 years folder – 84 photos
- Loss of Life Potential 2021 to Late 2020 folder – 19 videos, 16 photos
- Loss of Life Potential First 20 Years folder – 22 videos, 1 photo

Folder Titled – Repeat Offender contains:

- 1 video, IMG_0674, Feb 2, 2019, of woman parked directly in front of our mailbox and well into the travel lane just about to let her dog out of the back hatch of her SUV when we intervened. She was annoyed and “claimed” she did not see our mailbox (there are also screen shots of this). Also, 1 photo, IMG_1065, Aug 20, 2019, of the same woman blocking the mailbox of 44 Drinkwater Rd, AND parked well into the travel lane, despite us having pointed out the same infraction months before.

Folder Titled – Children’s Lives at Risk contains 9 videos and 14 photos, descriptions of the videos are as follows and occur while the parent is on the side of the vehicle facing the travel lane:

- IMG_0636 – Mother removing infant from child seat as car drives by in beginning of video
- IMG_2447 – Mother securing toddler in child seat as 2 cars drive by at end of video
- IMG_6413 – Mother removing toddler from backseat with an infant strapped to her back, moving to the back of her car just as a car drives by
- IMG_7393 – Mother removing toddler from backseat while car drives by with the toddler on her hip
- NGKV7313 – Mother securing infant in child seat as 2 cars drive by near middle and end of video
- PAGC_1885 – Adults in 2 cars (one well in the travel lane) loading gear and children in cars
- RIMA_7665 – Mother removing infant from backseat and into drivers seat
- VMNT_8437 – 2 adults securing infant in child seat while 2 cars, traveling in opposite directions, drive by each other at the point of their parked car at the end of the video
- XMHQ_0187 – 2 cars attempt to drive around parked cars of children, with adults in the road, as a car approaches from the opposite direction

September 19, 2019 Letter to William K. Rawson, Principal, PEA

October 16, 2019 Letter to Mark Leighton, Director of Facilities, PEA

July 27, 2021 Letter to Town Manager Russell Dean

October 22, 2021 and February 1, 2022 Letters to Town Manager Russell Dean

October 29, 2021 Report by Officer Bruce Page



Exeter Police Department
Field Interview Report

Interview #: 21-59-FI

Date/Time Reported: 10/20/2021 1100
Report Date/Time: 10/21/2021 1424
Reporting Officer: Detective Bruce Page

INTERVIEWED SEX RACE AGE SSN PHONE

1 LOCH, DAVID D M W 60 NOT AVAIL [REDACTED]
46 DRINKWATER RD
EXETER NH 03833

Military Active Duty: N
BODY: NOT AVAIL. COMPLEXION: NOT AVAIL.
DOB: [REDACTED] PLACE OF BIRTH: NOT AVAIL.
LICENSE NUMBER: NH [REDACTED] ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

Home Phone (Primary) 603-778-8787

2 SMITH, GREGORY M W 46 ***** [REDACTED]
44 DRINKWATER RD
EXETER NH 03833

Military Active Duty: N
HEIGHT: 511 WEIGHT: 160 HAIR: BLOND OR STRAWBERRY EYES: BLUE
BODY: NOT AVAIL. COMPLEXION: NOT AVAIL.
DOB: [REDACTED] PLACE OF BIRTH: HAVERHILL, MA
LICENSE NUMBER: NH [REDACTED] ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

Home Phone (Primary) [REDACTED]
Cell Phone [REDACTED]

[APPEARANCE]

GLASSES WORN: NO

EMPLOYER/SCHOOL: O'BRIEN'S GENERAL STORE, RT 10 [REDACTED]

OCCUPATION: CLERK

3 CARPENTIER, JED LOUIS M W 41 ***** [REDACTED]
48 DRINKWATER RD
EXETER NH 03833

Military Active Duty: N
HEIGHT: 511 WEIGHT: 205 HAIR: BLOND OR STRAWBERRY EYES: HAZEL
BODY: NOT AVAIL. COMPLEXION: NOT AVAIL.
DOB: [REDACTED] PLACE OF BIRTH: NOT AVAIL.
LICENSE NUMBER: NH [REDACTED] ETHNICITY: NOT HISPANIC

Exeter Police Department
Field Interview Report

Page: 2
03/24/2022

Interview #: 21-59-FI

INTERVIEWED SEX RACE AGE SSN PHONE

[CONTACT INFORMATION]

Home Phone (Primary) [REDACTED]
Home Phone (Primary) [REDACTED]
Home Phone [REDACTED]

[APPEARANCE]

GLASSES WORN: NO

ALIAS LAST NAME FIRST NAME MIDDLE NAME SSN DOB
CARPENTIER JED LOUIS NOT AVAIL [REDACTED]

4 SMITH, ERIN A F W 41 ***** [REDACTED]
44 DRINKWATER RD
EXETER NH 03833

Military Active Duty: N
HEIGHT: 5'4 WEIGHT: 185 HAIR: RED OR AUBURN EYES: GREEN
BODY: NOT AVAIL. COMPLEXION: NOT AVAIL.
DOB: [REDACTED] PLACE OF BIRTH: NOT AVAIL.
LICENSE NUMBER: NOT AVAIL. ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

Home Phone (Primary) [REDACTED]

[APPEARANCE]

GLASSES WORN: NO

REASON(S)

LOCATION TYPE: Residence/Home/Apt./Condo Zone: High St zone
46 DRINKWATER RD
EXETER NH 03833

1 SAFETY ISSUES

NARRATIVE FOR DETECTIVE BRUCE PAGE**Ref: 21-59-FI**

Entered: 10/21/2021 @ 1428 Entry ID: P051
Modified: 10/29/2021 @ 1031 Modified ID: P065
Approved: 10/29/2021 @ 1031 Approval ID: P065

REPORT # 21-59-FI
SAFETY ISSUES DRINKWATER ROAD
DET. PAGE
10/21/2021

1. On Thursday, October 21, 2021, I met with Exeter's Town Manager Russell Dean in regards to safety issues on Drinkwater Road. Mr. Dean explained that he had met with subject who live on Drinkwater Road and heard concerns in regards to parking and the Smith/Page Conservation area. Mr. Dean showed me a letter which listed resident's concerns. Mr. Dean asked that I conduct a study and speak with the involved parties in an attempt to alleviate their concerns.
2. I called and spoke with Kristen Murphy who is the Town's Natural Resource Planner. Kristen explained that some work has been done recently on the Smith/Page area which raised residents' concerns about additional traffic and more vehicles parked on Drinkwater Road near their homes. I have attached a response that Murphy wrote which was given to the residents.
3. I then drove to #44 Drinkwater Road in an attempt to speak with one of the residents (Greg Smith) who had signed a letter which was given to Mr. Dean. I was able to speak with Smith's wife, Erin, at the home. Erin stated that her major concern was the Smith/Page conservation area and if the area was going to be more publicized if more vehicles would be parking in the area and increasing traffic. Erin told me that traffic issues seemed to improve after Phillips Exeter redesigned the parking area near one of its walking trails. I provided Erin with my contact information for Greg to contact me.
4. I observed one vehicle at the Phillips Exeter Academy trail after checking the area twice during the day of 10/21/2021.
5. I noted that Loch last called on 03/27/2021 in regard to a parking complaint. A parking ticket was issued at that time. He also called in January of this year. The other two subjects who signed the letter have never called with parking issues to my knowledge.
6. End of report.

Entered: 10/25/2021 @ 1138 Entry ID: P051
Modified: 10/29/2021 @ 1031 Modified ID: P065
Approved: 10/29/2021 @ 1031 Approval ID: P065

REPORT # 21-59-FI
SUPPLEMENTAL #1
DET. PAGE
10/25/2021

1. On Monday, October 25, 2021, I called and spoke with Jeb Carpentier from #48 Drinkwater Road. I explained to Carpentier that I wanted to speak with him in regards to the letter that was submitted to Town Manager Russell Dean about issues on Drinkwater Road. I asked Carpentier to explain his major concerns. He stated that his property abuts the Town owned Smith/Page conversation area on Drinkwater Road. Carpentier stated that he has witness numerous dangerous parking and pedestrian issues on the road near his home. He recently observed the trails being updated and widened on the conservation property. He stated that the trail work was unexpected and felt that increased foot traffic on the trails would lead to additional parking issues and increased dangerous situations. Carpentier mentioned people letting dogs out of their vehicles into traffic and constant vehicles turning in his driveway. Carpentier stated that there is damaged caused to the end of his driveway and the pavement on Drinkwater Road from the vehicles turning.
2. I asked Carpentier what he would like to see done to resolve some of his concerns. He stated that he did not want a parking area on Drinkwater Road as it may "Open a can of Worms". He also did not wish to see more "No Parking" signs. Carpentier felt that increased Police Patrols and enforcement action for illegally parked vehicles would help the situation.
3. End of report.

SUPPLEMENTAL NARRATIVE #2 FOR DETECTIVE BRUCE PAGE

Ref: 21-59-FI

Entered: 10/27/2021 @ 0915 Entry ID: P051
Modified: 10/29/2021 @ 1031 Modified ID: P065
Approved: 10/29/2021 @ 1031 Approval ID: P065

REPORT # 21-59-FI
SUPPLEMENTAL #2
DET. PAGE
10/26/2021

1. On Tuesday, October 26, 2021, I received a telephone call from David Loch. We spoke at length in regards to the parking and traffic issues on Drinkwater Road. Ultimately, Loch would like the area near his house posted for 1/4 mile in each direction "No Parking". I explained to Loch that I would address his concerns but the decision to place or not place signs would be up to the Exeter Highway Department. Loch stated that he was mostly concerned about the safety of subjects who let their dogs and children onto the road near his home. He also was upset with the ongoing parking violations that he perceived. I explained to him that the other parties that signed his letter of concern have never called to report issues on the street. He has called for parking issues twice this year once in January and once in March. He stated that he often attempts to speak with parking violators in a friendly manner to address his concerns with them. I advised him not to do so because he told me that some subjects have become hostile towards him.

2. I will speak with Town Manager Russell Dean now that I have spoken with the subjects.

3. End of report.

** Portions of this report have been redacted **

February 1, 2022

Russell Dean, Town Manager
Town of Exeter
10 Front Street
Exeter, NH 03833

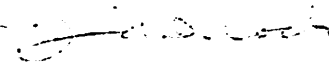
Dear Mr. Dean:

You might recall that a little over three months ago, my neighbors, my brother and I met with you and a few other town officials along with a representative of PEA to discuss the matter of roadside parking at the PEA trailhead on Drinkwater Road near our homes and to arrive at possible solutions for dealing with the unsafe conditions surrounding such activity. As it was left at the end of the meeting, you stated that you would evaluate the safety concerns raised during our discussion. My understanding is that Officer Bruce Page commenced in conducting such an evaluation shortly after our October 20, 2021 meeting.

I have watched several of the Select Board meetings since then and have not heard any discussion of this issue; however, because I have not heard anything from you directly, this leads me to conclude that you are still conducting your evaluation. Please provide an update on where you and the other town officials are in the process of your evaluation and when you expect its conclusion.

Thank you very much. I look forward to hearing from you soon.

Respectfully yours,



David Loch
46 Drinkwater Road
Exeter, NH 03833

October 22, 2021

Russell Dean, Town Manager
Town of Exeter
10 Front Street
Exeter, NH 03833

Dear Mr. Dean:

Thank you to you and the other members of the Town of Exeter for meeting with us on Wednesday this week and for agreeing on a day when we could all be there.

As discussed in the meeting that it would be in the best interest of all those involved, especially those who will make the final determination on the safety issues surrounding parking on the roadside on Drinkwater Road near the PEA trailhead, that they view the photos and videos on the Pen Drive. I felt that because it contains an enormous amount of images and would be a "tall order" to know where to begin, that it would help those who need to view them by directing them to a few of the folders that contain images that illustrate the safety concerns discussed at the meeting, thereby greatly reducing the amount of time needed for this task.

There are 2 main folders:

The folder titled, 1st TWENTY YEARS, contains 14 folders, please open the folders titled, DANGEROUS PARKING and BLOCKING MAILBOX. These contain mainly photos and so it would not take long to view them all (116 images in the former and 59 images in the latter).

The folder titled, 2021 AND LATE 2020, contains 7 folders, please open the folders titled, DANGEROUS PARKING (49 images) and also the folder titled LOSS OF LIFE POTENTIAL (this folder contains mainly videos but there are photos as well). This folder is recommended if one has the time to view both the photos and videos.

I hope this helps make things a little easier for you and those involved including these images into your assessment.

Again, thank you very much for your time in this matter.

Respectfully yours,



David Loch
46 Drinkwater Road
Exeter, NH 03833

July 27, 2021

Russell Dean, Town Manager
Town of Exeter
10 Front Street
Exeter, NH 03833

RE: Parking along roadside to access trails at PEA trailhead on Drinkwater Road. Current and proposed uses of the Smith-Page Conservation Land by the Town of Exeter.

Dear Mr. Dean:

We are residents of Exeter who live across the street from the PEA trailhead between 44 and 46 Drinkwater Road. For roughly twenty years now, people have been arriving at this location to utilize the trails owned by PEA. There is no designated parking lot at this location; therefore, people have parked their vehicles in improvised areas along the roadside or crammed them in the few spaces in front of the trailhead, all of which are patently unsuitable for parking safely. This activity has occurred all day, every day during this time, with families loading and unloading young children and dogs, donning snowshoes and skis, etc. and many times with their vehicle doors opened facing the road while traffic drives by, creating the potential for the loss of life not only to themselves but also to the traveling public. There has also been a parade of vehicles which have turned in our driveways and blocked our mailboxes. We have tried to manage these things on our own but were often met with resistance by those we confronted. This activity has caused a great disruption to our lives, some of whom have had to spend thousands of dollars to repair the damage done to our driveways. It should be noted that damage to the edges of the road, as well as parts of the travel lane in a few areas in proximity to the trailhead, have also been caused by those who park here. One residence here has even experienced a break-in a few years ago followed by the theft of a small trailer a little over a year later. We believe that perhaps someone might have used the numerous vehicles that park here to blend in while they cased our homes.

Some of us have lived here for only a short time and only know this reality; others have lived here much longer going back to over fifty years for one of us. This trailhead existed back then, but was really more of an access road for PEA equipment, and was rather concealed and far less noticeable from the road than it is today. During these times, we enjoyed a relatively peaceful life here: the only cars that turned in our driveways were the occasional commuters who randomly chose one of our driveways to reverse direction and the only vehicle stopping in front of our mailboxes was the mail carrier with the USPS. Then everything changed around twenty years ago. Around that time, we began to notice vehicles arriving here and parking at the trailhead and along the roadside. The numbers grew slowly over time presumably through word of mouth, the internet (which included the Town of Exeter website direct link to the PEA trails map PDF file) and social media. All this ultimately became a chaotic free-for-all of vehicles arriving here every single day from dawn to dusk, with all the disruptive behaviors and safety issues mentioned above.

Because our direct dealings with many of the "violators" did not result in any sort of resolution to the problem, we at 46 Drinkwater Road first decided to see if we could resolve the issue of people blocking our mailboxes by contacting the Town of Exeter Highway Department in August 2019 to erect "NO PARKING BETWEEN SIGNS"

signs on either side of the mailbox but was informed that they could not do that but could erect "NO PARKING ON PAVEMENT" signs on either side of the trailhead after it was observed how dangerous it was for cars to park in the travel lane given the volume of traffic and the speeding that occurs on Drinkwater Road.

Shortly thereafter, we at 44, 46 and 48 Drinkwater Road addressed the parking issue with PEA directly in September 2019 to propose that they put in a parking lot at the trailhead while outlining many of our concerns and observations which we felt would address all three issues simultaneously. After some dialogue over the following months they made it clear that they did not wish to construct a parking lot but that they were taking our concerns seriously. Instead, they installed a new gate, placed boulders to discourage parking at the trailhead entrance and added a "NO PARKING IN FRONT OF THIS GATE" sign as well as a "PEDESTRIAN ACCESS ONLY, TRAILHEAD PARKING AVAILABLE AT CHADWICK LANE" sign on the new gate. PEA further upgraded their trails map indicating within its legend a "PEDESTRIAN ACCESS – NO PARKING" designation at this trailhead. While the renovations were taking place from June 23 to August 31, 2020, several yellow barriers were placed just off the road with a "NO PARKING" sign in the middle. However, during that time, determined people still parked all up and down the road on both sides of the trailhead and some even parked on our side of the road. Once the barriers were removed, more people started to return. Then on September 23, 2020, PEA placed a sign at the trailhead announcing their trails would be temporarily closed to the public so that they could complete testing and quarantining procedures for COVID-19 while their students arrived over the next couple of months. Many people did go elsewhere during this time; however, others continued to hike their trails though they were closed to the public. The trails were reopened on November 26, 2020 and since then more people returned to the trailhead.

We have also learned that some members of the Conservation Commission intend to open up trails to the public within the Smith-Page Conservation Land that is located behind our homes. However, there is no designated parking lot for the public to park safely there either; there is only a narrow access point between 48 Drinkwater Road and the fire pond. This issue was addressed some eight or so years ago with a couple members of the Conservation Commission but if this is still being pursued, and people are encouraged to visit this site without the town first making provisions to create a safe place for visitors to park, this will only add to the problem that already exists here. Therefore, it is troubling to think that despite hearing our concerns back then, plans to open trails are nonetheless moving forward. We have also spoken with people who showed up at the Smith-Page entrance a few times recently who were performing various activities. One was a contractor who was involved in the beginning stages of test-drilling for an alternative water source for the town, with the proposal, that if approved, heavy equipment will need to be deployed out there somehow. Another was a member of the Conservation Commission who was removing invasive plants in and around the entrance. These people were informed of the robberies that had occurred at one of our homes recently and that we are rather wary of those who show up unexpectedly. They both agreed that it would have been a good idea to give someone a heads-up of such an arrival especially in light of those circumstances. Also, some of us have had hunters wander through our properties because they were unfamiliar with the area and became disoriented. Other hunters, also presumably unfamiliar with the area, were also seen standing too close to our homes and some were even facing in that direction. Had a deer wandered in front of them, they would have fired at our homes. We wonder if it is

possible that some public lands can just merely be preserved and protected from development to let the wildlife that live there exist free from human activity, especially one that is "land-locked"? There are other places where hunters can go and many trails that are available that people can use if they wish to enjoy our natural resources, many of which are within town limits or are close by: Henderson-Swasey Town Forest, The Oaklands, Little River Trail, Raynes Farm Trail, Kimball Reserve/Riverwoods Trails, to name a few. And if people still want to visit the PEA trails, they can park at Chadwick Lane or even Gilman Park where they can also hike the Gilman Spur and the Gilman Trail that terminates at Lary Lane. Our intent is not to deny anyone the right to any form of outdoor recreation; we are simply stating that for our sake and the sake of their safety and the safety of others, they do not need to do it here.

We have provided a Pen Drive that contains videos and photos depicting a representation of what has occurred here over the past twenty years so that you can see for yourselves how serious the parking problem is. The videos were edited as much as possible to highlight only the point of interest; however, those that are longer illustrate how involved some of these events are (e.g., vehicles stuck in the snow and those working to free them). We have also included copies of the letters sent to PEA. We encourage you to share these letters and the images on the Pen Drive with the Conservation Commission, the Select Board or anyone else you feel should be made aware of our concerns.

To be sure, since PEA placed barriers up while they replaced the gate last summer and then closed their trails last fall and again in February of this year because of COVID-19, this has helped to curtail visitation here. Some of us, in the last couple of years have also been a little less tentative and a bit more forthright in conveying to those who park here how we have been affected by all this which might also have contributed to the reduction in visitation. However, we feel that the aforementioned is a rather anomalous set of circumstances and are concerned that, over time, and once the dust settles, visitation to this trailhead will continue to increase to what it was before as this is how it happened twenty years ago and we do not want it to become another free-for-all before something is done. And opening trails behind our homes will surely exacerbate the problem. Moreover, we certainly do not need to wait until someone loses their life. Even with the reduced volume of cars, people still turn in our driveways, block our mailboxes (although not as much as before) and park dangerously in the travel lane despite the efforts of PEA and the highway department. We therefore ask you and other town officials to consider taking the following actions to help us with the issues addressed above:

- Add some sort of narrative on the Town of Exeter website (as well as other websites dedicated to trail hiking) to direct people who wish to hike the PEA trails to park at Chadwick Lane and to discourage them from parking on Drinkwater Road
- Either replace the "NO PARKING ON PAVEMENT" signs with "NO PARKING" signs (as the aforementioned signs are now obsolete), or maybe with greater effect, erect a sign at this trailhead to make it more clear to those who arrive here that there is no parking allowed for trail use and that they should park at Chadwick Lane (or maybe do both)
- Coordinate with EPD to enforce (they have these images and are aware of the parking problem)

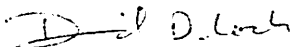
- Remove other activities that draw people to this location: there is a Pokemon waypoint located at the trailhead gate that attracts people sometimes late at night on the weekends and there are several Geocaching sites scattered about from the trailhead to the Holman gravestone (these were both done without the knowledge of PEA)
- Reconsider plans to open trails to the public on Smith-Page Conservation Land with no established parking lot so this does not further add to the parking problems that already exist
- Reevaluate whatever guidelines you have in place for hunting within Smith-Page Conservation Land (e.g., is the property large enough for such an activity, are residences too close to allow such an activity to occur safely, etc)
- We residents would also like to be informed in the future of any intended activities on the Smith-Page Conservation Land so we can offer our opinions, if needed

With the exception of those who decided to ignore the "CLOSED FOR COVID-19" signs, most of the visitors, many of whom were regular visitors, clearly found alternative places to go, so we know that people do not have to come here to enjoy the outdoors, although some of these regulars have already slowly started to return along with several new arrivals. We residents, however, do not have an alternative at our disposal. We are just trying to protect the investments we have made in repairing the damage done to our driveways and those repairs are already experiencing damage and will be in need of further repairs, and at our expense, if people continue to park here. We also hope that there will be transparency by the Town of Exeter about the current and future intended activities of the Smith-Page Conservation Land.

We look forward to hearing from you soon. We trust you will give us the same thoughtful consideration as did PEA.

Thank you very much for your time.

Respectfully yours,



David Loch
46 Drinkwater Road
Exeter, NH 03833



Greg Smith
44 Drinkwater Road
Exeter, NH 03833

Enclosures:

- September 19, 2019 Letter to William K. Rawson, Principal, PEA
- October 16, 2019 Letter to Mark Leighton, Director of Facilities, PEA
- Pen Drive containing Photos and Videos containing a visual documentation of the issues we raised about many of those who park at the PEA trailhead here

October 16, 2011

Mark Leighton, Director of Facilities
Phillips Exeter Academy
20 Main Street
Exeter, NH 03833

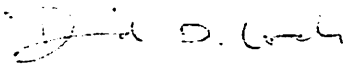
Dear Mark:

Thank you again for reaching out to me last Friday to let me know that PEA is taking our concerns about the parking at the trailhead on Drinkwater Road seriously. I relayed our call to my neighbors and we are all pleased to have heard from you so soon.

Although you and I discussed many of the issues initially raised in our September 19 letter in some detail over the phone, I felt it necessary to provide you with a pen drive that contains photos and videos that I feel will better serve to illustrate the reality of the situation that my own descriptions might have failed to do. And just so that you know, I am sending everything we have only so that you may get a sense of the enormity of the problem. There are 26 videos and nearly 600 photos. However, I recommend that if time is limited, that you focus on 3 of the 4 folders contained in the main folder as we tried to weed out the less "interesting" photos: the folder marked "Most Serious" depicts instances considered the most egregious violations and of greatest concern, the folder marked "Vids" is a collection of the videos taken over time and the folder marked "Post Signage Pics" is a collection of photos and 2 videos taken since the "No Parking on Pavement" signs were erected and depicts the parking habits that still persist. The folder marked "Pics" are the less important ones we feel might only take up precious time but wanted to include them in case you wish to view them at a later date. Also, please keep in mind that these photos and videos represent only a very small fraction of what has occurred over the years.

I hope these pictorial documentations help you and your staff in your evaluation of the situation. Please contact me if you have any questions.

Sincerely,



David Loch
46 Drinkwater Road
Exeter, NH 03833
603-778-8787

September 19, 2019

William K. Rawson, Principal
Phillips Exeter Academy
20 Main Street
Exeter, NH 03833

Dear Mr. Rawson:

We learned recently from speaking with Ron Johnson, a member of your facilities maintenance staff, Phillips Exeter Academy has contracted with a Maine company to improve the grade at the trailhead located between 44 and 46 Drinkwater Road. As you might be aware, there is only room for about 4 vehicles at this trailhead (5, if one visitor opts to park directly in front of the gate with the "no parking" sign). We are not sure if you decided to take on this project on your own or if someone who frequents the trails at this location brought to your attention the eroded condition of the trailhead and might have lobbied to have something done. Regardless, it is time (past time actually) we express our concern about the great number of vehicles that arrive at this location daily and the problems that such limited parking has had over the last two decades:

- The overflow parking spills out onto the street, many of whom park out into the travel lane. Some even park facing in the wrong direction potentially confusing commuters. Parking on the street becomes even more problematic during the winter months when snow banks cause vehicles to park farther out into the travel lane. Vehicles arrive from before daybreak until after dark and many stay for more than hour.
- People who park in the street are frequently loading and unloading children and dogs, putting on cross-country skis and snowshoes or simply removing items from their vehicles, many times on the side that faces the road with car doors left wide open and often while traffic speeds by them (sometimes in both directions at once). Many times these instances have resulted in near misses, especially when the road is slippery with snow and ice causing drivers to make evasive maneuvers to avoid the parked vehicle and its occupants or vehicles approaching from the opposite direction.
- Often times, visitors who need to change direction either before or after using the trail and regardless of whether they park at the trailhead or on the street, will turn in the driveways of 44, 46 or 48 Drinkwater Road and even defying signs directing them not to. Much damage has been caused by this and repairs have been made at the expense of the residences. The edges of the road are also being damaged by those who constantly drive onto the shoulder when reversing direction.
- Because suitable parking is scarce on the street, the mailboxes at 44 and 46 Drinkwater Road are often blocked thus making mail delivery difficult or impossible for the mail carrier. See attached notice from the US Postal Service that was left the following day when access to the mailbox was blocked.

What is currently being proposed will only improve those few coveted parking spots but will do nothing to address the overflow parking on the street. Therefore, the safety issues faced by visitors and commuters, the damage to our driveways and the blocking of our mailboxes will continue to occur. We believe that a parking lot would provide the best solution for all concerns addressed above. The gate could be moved back 100 feet or so, and with minimal tree removal and grading, a parking lot could be constructed in the area where the map kiosk gifted by the class of 1997 is currently located. This would allow for all visitors to avoid the dangers of this busy highway and would facilitate their reversing direction, if necessary, without the need of performing tricky maneuvers in the middle of the road or turning in one of our driveways.

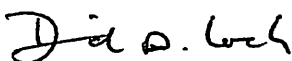
This has been a problem for all those involved for many years: For the residents who live here, for those who use the trails and for the commuters who travel this road. And the popularity of this trailhead has grown over that time. The inconvenience to the residents, though valid, do not compare to the dangers faced by your visitors and the traveling public. So far everyone has been fortunate to avoid a serious collision. But we have witnessed too many close calls and fear that it is only a matter of time when an accident will occur here and perhaps even result in the loss of life. Please consider putting in a proper parking lot if for no other reason, especially if you're already committed to doing an upgrade to the trailhead.

If you would like, we can furnish you with numerous photos and videos so you can see for yourself some of the things we've seen over the years, which might just help you better evaluate the situation. We would also be happy to answer any questions you might have and would be open to meeting with you or a representative in person.

We look forward to hearing from you soon as we are eager for a resolution to this problem.

Thank you very much for your consideration.

Respectfully yours,



David Loch
46 Drinkwater Road
Exeter, NH 03833
603-778-8787



Greg Smith
44 Drinkwater Road
Exeter, NH 03833



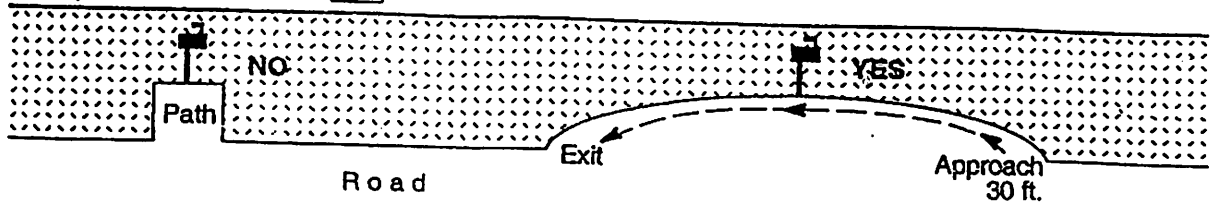
Jed Carpentier
48 Drinkwater Road
Exeter, NH 03833

Approaches to Curbside Mailboxes

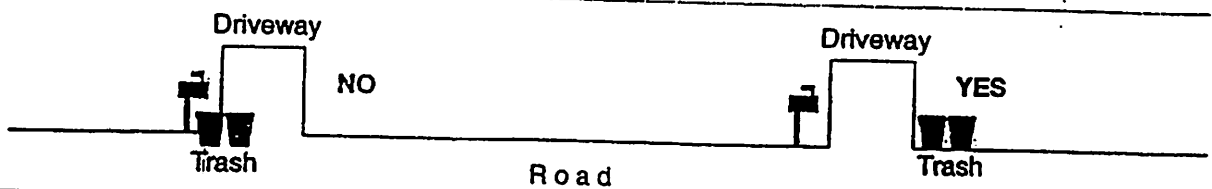
Dear Customer,

The Postal Service depends on you to meet postal requirements regarding delivery and collection of mail to curbside boxes. *Please keep the full approach and exits to your mailbox clear, as illustrated in the examples below.* Removing trash cans, snow, vehicles, and any other objects from the area allows the carrier to deliver your mail safely and efficiently without exiting the vehicle. Your cooperation in this matter is sincerely appreciated. If you have any questions, please contact us. Thank you. Your Postmaster

Example: Snow Removal



Example: Obstructions (trash cans, vehicles, etc.)





Russ Dean <rdean@exeternh.gov>

Take 2 - Drinkwater Road/PEA Trailhead Letter 7-27-21

Kristen Murphy <kmurphy@exeternh.gov>
To: Russ Dean <rdean@exeternh.gov>
Cc: "Koff, Andrew" <drewkoff@gmail.com>

Tue, Aug 10, 2021 at 12:51 PM

Hi Russ,
*Drew Koff, ConCom Chair cc'd

I would be happy to share this letter with the Conservation Commission tonight and if needed, add it to the September agenda but I do want to share limitations on our ability to curtail public access and clarify property management activities.

In my experience, the majority of the traffic they are concerned about are users of the PEA trails. I suspect most users find the trail information, not on the Town's website, but on apps like Strava, OpenStreetMap.org, TrailForks, etc. Property owners have no control over the information on these sites and it is a national issue with conservation lands. Having said that, I have removed the PEA trail map from the Conservation Commission portion of the website.

The parcel under the Town's authority is what we call the Smith-Page property and relatively speaking, receives minimal use. These parcels were acquired from the Forest Society (Smith property) and the Page family in 1979. The acquisition was made possible with funding from the Land Water Conservation Service (LWCF), a federal program under the Department of Interior that is managed locally by the State of NH through a project agreement. It is important to note the deeds *prohibit the conversion of the land to anything other than public outdoor recreation without approval of the US Secretary of Interior*. Therefore closing the property to public use is not feasible, nor would it meet the intent of the original grantors. NH Fish and Game does provide free signs for landowners concerned about hunting that they could add to their land. More information about those signs can be found by searching NH Fish and Game Operation Land Share.

The Conservation Commission has (even prior to my arrival in 2008) discussed adding a connector trail between the two existing "Y" shaped out and back trails. The purpose was to minimize impacts to natural resources onsite. Users of the property would 'bushwack' between the two ends of the "Y" creating several trail braids which encroach on sensitive vernal pools onsite. Adding the connector trail directs people away from sensitive areas. I worked with volunteers to install this connector last year but that did not open the trails up to the public. It merely directed any existing use to less impactful portions of the property.

As far as notifying abutters before going onto the property, we have a legal obligation to monitor all conservation land yearly. I (or the interns) put a sign on the vehicle when monitoring that has my personal phone number should anyone have concerns. Though I recognize there may be concerns about seeing people walking in the woods near your home, we are familiar with property boundaries, stay within the town-owned portion, often wear orange vests and have approached people we may see to explain our purpose if we feel safe to do so. Notifying abutters every time we go to a property would quite honestly be a large and cumbersome effort. We monitor 82 distinct parcels spread throughout town and the number of abutters would be several thousand at least.

As the author indicated, we have been informed of concerns. In the absence of the ability to prohibit public access, we have honored their concerns essentially by not promoting the property. Despite being a publicly owned asset and a beautiful gem of a property, we do not host public walks onsite, have not created a trail brochure for the land (as we do for many other lands), and have minimal signage at the entrance. The sign in fact fell off in recent years and needs to be replaced. We are required by LWCF to sign the entrance, a deficiency that was mentioned when inspected by the State last year.

As far as a long term parking solution for access to the land, we have been and will continue to look into what limited possibilities there may be to add parking, but at this stage have no indication as to whether any effort will be fruitful. Any acquisition of new land must follow the public process so should we make headway with any options to add parking, there would be an opportunity for public comment.

I hope this information helps.
Kristen

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--

Kristen Murphy
Natural Resource Planner
Town of Exeter
10 Front Street, Exeter, NH 03833
(603) 418-6452



Russ Dean <rdean@exeternh.gov>

Drinkwater Road

2 messages

Russ Dean <rdean@exeternh.gov>

Wed, Oct 20, 2021 at 2:19 PM

To: Stephan Poulin <spoulin@exeternh.gov>

Cc: David Sharples <dsharples@exeternh.gov>, Kristen Murphy <kmurphy@exeternh.gov>

Hi Chief,

I was wondering if the Police Department can do an assessment of Drinkwater Road near the PEA trails and let us know whether no parking signs on both sides of the street are in order.

This is in response to several abutters who have expressed concerns to us. Right now there is a "no parking on pavement" signage, but no signage specifically prohibiting parking.

I have a thumb drive of evidence of the issues if you think it would be useful. Also they have said Bruce Page has been involved at some level with these issues.

We met with the abutters today.

Thank you,
Russ

Stephan Poulin <spoulin@exeternh.gov>

Wed, Oct 20, 2021 at 2:31 PM

To: Russ Dean <rdean@exeternh.gov>, Bruce Page <bpage@exeternh.gov>

Cc: David Sharples <dsharples@exeternh.gov>, Kristen Murphy <kmurphy@exeternh.gov>

Hi- Yes Bruce has been on this issue for a while now. He is added to this email to offer his input on what he's done.

Chief Stephan R. Poulin

Exeter Police Department

20 Court St

Exeter, NH 03833

Dispatch: 603-772-1212



Chair Government Relations Committee, NH Assoc. of Chiefs of Police

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Russ Dean <rdean@exeternh.gov>

Driveway Access/Obstructive Parking Issue (Garfield St)

5 messages

Jeremy Forest <jeremy@movewithbridges.com>
To: rdean@exeternh.gov

Mon, Jul 11, 2022 at 8:44 AM

Hi Russ-

I'm the owner of Bridges Bros Movers located on Garfield Street. Jay Perkins recommended that I contact you regarding an on-going issue we're having at our facility.

If you are familiar with our location, you know that the driveway to my facility connects to Garfield Street on the curved section of the street near the railroad track. The access in/out of our driveway is fairly tight, particularly for the trucks that we use in our day-to-day operations which range from 26-foot box trucks to full sized tractor trailers. In order to take a left turn onto Garfield Street when exiting the driveway there must have an unobstructed turning area, meaning no vehicles are parked directly across the street from the driveway.

The issue we are having relates to access to the driveway to our facility and some obstructive parking by the residents of the home across the street from our facility. The homeowner's name is Greg Coussoule. To my understanding, Mr Coussoule has created issues for the tenants of the building that we now occupy for many years. I believe you may even have been copied on some email exchanges with Russ and the Chief of Police over issues we were having last year around his obstructive parking practices, which led to DPW surveying the road and adding some 'No Parking' signage to some sections of Garfield Street.

The issue that prompted the above actions by the DPW was a minor accident that occurred when one of my trucks made contact with Mr Coussoule's pickup truck as it exited our driveway. Mr Coussoule's truck was parked directly across from our driveway. The Exeter PD did come out to the scene and, as part of the discussion, advised Mr Coussoule that parking in that area, while legal, was something he should avoid to prevent a future incident. They also pointed out that there was ample parking along the train track side of Garfield Street for Mr Coussoule's fleet of vehicles (which includes a construction backhoe that has not moved in months and takes up 2 parking spaces that could otherwise be used by residents in the neighborhood)

When the DPW surveyed and marked the street last year, Jay informed me that there is no current parking restriction to prevent Mr Coussoule from parking in the location across from our driveway. However, he noted that there were laws/requirements that provided for parking restrictions within a radius of the entrance/exit to a property that is zoned as commercial. (He also agreed with my assessment that parking on this curved section of Garfield Street was obstructive to other vehicles, as it is difficult to see a vehicle parked in that location as you come around the bend)

For several months we had no issues, but recently Mr Coussoule has taken to parking a vehicle across from our driveway again, despite having ample space to park in the location he has been using. This started without any incident or interactions with Mr Coussoule, but is clearly being done to create an issue for our trucks as they enter and depart my facility.

At this point it is clear to me that the only way to prevent continued issues and harassment of my business by Mr Coussoule is to request that the Town prohibit parking in the area across from my driveway, to allow for a proper turning radius for trucks entering/exiting my property. Jay informed me that contacting you is the first step in the process, so I am reaching out to find out how we can proceed with getting this request considered.

I look forward to hearing back from you and getting this situation resolved. If a phone call is easier, you can reach me at 603-772-8200.

Thanks,
Jeremy

--



Jeremy Forest
Owner

Bridges Bros Movers
www.movewithbridges.com
603.772.8200
29 Garfield St, Exeter NH 03833

Russ Dean <rdean@exeternh.gov>

Mon, Jul 11, 2022 at 8:55 AM

To: Darren Winham <dwinham@exeternh.gov>, Doug Eastman <deastman@exeternh.gov>

Looks like this one is back again. I'd appreciate any feedback you can give.

Russ

[Quoted text hidden]

Russ Dean <rdean@exeternh.gov>

Mon, Jul 11, 2022 at 8:56 AM

To: jeremy@movewithbridges.com

Hi Jeremy thanks for reaching out. I'll run this by a couple of people here. Sounds like we might once again need an on site meeting.

Russ

[Quoted text hidden]

Darren Winham <dwinham@exeternh.gov>

Mon, Jul 11, 2022 at 9:09 AM

To: Russ Dean <rdean@exeternh.gov>

Cc: Doug Eastman <deastman@exeternh.gov>

"At this point it is clear to me that the only way to prevent continued issues and harassment of my business by Mr Coussoule is to request that the Town prohibit parking in the area across from my driveway, to allow for a proper turning radius for trucks entering/exiting my property."

I say let's give him what he wants. I drive through there all the time heading to Lincoln Street School and have seen the way the neighbor abuses parking. Also, his place is a sty. I'm betting he runs a business out of the house and that may not be legal - Doug's call, of course. To reiterate, cite safety reasons and close the space(s) to pedestrian parking. JMO.

Cheers,

Darren Winham
Economic Development Director
Exeter, NH
603.773.6122 cell
dwinham@exeternh.gov

[Quoted text hidden]

Doug Eastman <deastman@exeternh.gov>

Mon, Jul 11, 2022 at 9:31 AM

To: Darren Winham <dwinham@exeternh.gov>

Cc: Russ Dean <rdean@exeternh.gov>

I would advise posting no parking for a certain distance back from the center point of the curve, on the inside and also post no parking on the east side of the tracks which Greg thinks this is his own personal parking space. Also any vehicle not registered and parked there should be removed, JMO

[Quoted text hidden]