

Select Board Meeting
Monday, September 19th, 2022, 6:40 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 EXT V 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/82441632577>

To access the meeting via telephone, call +1 646 558 8656 and enter Webinar ID 824 4163 2577

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. Board Interviews – Arts & Culture Commission, Budget Recommendations Committee
3. Public Comment
4. Proclamations/Recognitions
 - a. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: August 22nd, 2022
 - b. Regular Meeting: September 6th, 2022
6. Appointments
7. Discussion/Action Items
 - a. Polling Pads – Kate Miller, Vicky Nawoichyk, Andie Kohler
 - b. Economic Development Update – Darren Winham, Economic Development Director
 - c. RPC Proposal re: Floodplain Development Ordinance Amendments and Climate Change Risk Areas – Kristen Murphy, Natural Resources Planner
 - d. Community Power Update – Cliff Sinnott
 - e. Accept Certified Local Government Grant of \$100 for membership in the National Alliance of Preservation Commissions
8. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report

- d. Select Board Committee Reports
- e. Correspondence
- 9. Review Board Calendar
- 10. Non-Public Session
- 11. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted: 9/16/22 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

Board Interviews



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

SB Interview
Mon. 9/19
6:40 pm

Statement of Interest
Boards and Committee Membership

Committee Selection: Arts & Culture Commission

New Re-Appointment Regular Alternate

Name: Florence Ruffner Email: florence.ruffner@gmail.com

Address: 5 Pine St. EX Phone: 603-674-5440

Registered Voter: Yes No

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

To support the arts in Exeter.

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: [Signature] Date: 9/14/2022

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

SB Interview
Monday 9/19/22
6:50 pm
Wheelwright Rm.

**Statement of Interest
Boards and Committee Membership**

Committee Selection: Budget Recommendations Committee

New Re-Appointment Regular Alternate

Name: Chris Newport Email: newportcw@gmail.com
Address: 90 High St, Exeter, NH 03833 Phone: 443-223-5779

Registered Voter: Yes No

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

Please see attached statement of interest and resume.

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

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: [Handwritten Signature] Date: 9/14/22

To be completed by Select Board upon appointment:

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

Statement of Interest – Town of Exeter Budget Recommendations Committee

My wife and I moved back to the area two years ago and quickly realized what a special community and town Exeter is. We frequently use the town forest for both hiking & mountain biking and take our young son to the library and many playgrounds and parks around town on an almost daily basis. He will also be entering the SAU-16 public school system in a few years. After going before the Historic District Commission to make an alteration to our home in the historic district as well as speaking with my neighbor who serves on the Facilities Committee, I became interested in becoming involved in the community to give back in some way.

After subsequently speaking with a member of the Town Select Board and a member of the Town Budget Recommendations Committee, I would like to pursue a position to serve on the Town Budget Recommendations Committee. Amongst the committees that currently have openings, I feel that the Budget Recommendations Committee best suits my strengths and interests. If offered the opportunity, I am fully committed to serving the town and helping to continue to make it such a fantastic place to live and raise a family.

Thank you for your consideration.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Chris Newport

90 High St

443-223-5779

newportcw@gmail.com

Christopher W. Newport

90 High Street
Exeter, NH 03833
(443) 223-5779
newportcw@gmail.com

EXPERIENCED TECHNICAL LEADER

A leader with extensive experience in complex technology, regulations, and communications with the public

EDUCATION & TRAINING

M.S.E. Engineering Management – The Catholic University of America, July 2008

B.S. Control Systems Engineering - United States Naval Academy, 2002

Prospective Nuclear Engineer Officer (PNEO) Course, United States Navy, 2006

- Completed three months of independent study in the fields of Nuclear and Electrical Systems, Health Physics, Fluid Mechanics, Nuclear Chemistry, Reactor Physics and Reactor Theory. Culminated with successful completion of comprehensive, closed book nuclear engineer officer examination and oral interviews.

Nuclear Power School and Nuclear Prototype Training, United States Navy, 2003

- Completed twelve months of in-depth operational training in a land-based nuclear power plant; advanced coursework in Mathematics, Electrical Engineering, Chemistry, Physics, Materials, Thermodynamics and Plant Operations.

EXPERIENCE

Senior Resident Inspector, U.S. Nuclear Regulatory Commission – Avila Beach, CA & Seabrook, NH **2016-Present**

Serves as the lead NRC inspector at the Diablo Canyon and Seabrook nuclear power plants. In this capacity, conducts inspections and investigations to ensure licensee compliance with the provisions of NRC licenses, regulations, and orders. Performs in-depth evaluations of incidents and abnormal conditions. Represents the NRC to the licensee, Federal, State, and local officials and the news media. Provides technical and programmatic leadership abilities to a small staff by coordinating and managing their work and reviewing and evaluating technical findings and conclusions.

Resident Inspector, U.S. Nuclear Regulatory Commission – Seabrook, NH **2013-2016**

Participates in the assessment of licensee performance of nuclear facilities and performs direct inspections of licensee activities. Performs in-depth inspections to assure compliance with design specifications and the operating license. Prepares inspection reports that describe observations made and conclusions reached regarding the licensee's safety performance and conformance with NRC requirements, provisions of operating licenses, and applicable industry codes and standards. Makes recommendations based on licensee performance as to the need for licensing and regulatory action.

Operations & Project Engineer, U.S. Nuclear Regulatory Commission – King of Prussia, PA **2008-2013**

Develops, prepares, and administers examinations to applicants for operators' and senior operators' licenses for commercial nuclear reactors; evaluates exam results; and recommends operator license issuance or denial. Serves as a regional-based inspector to plan, conduct, report, and coordinate deficiencies associated with inspections of light-water reactors. Performs routine and complex inspections, allegation reviews, event response inspections, and area of emphasis inspections of reactor facilities to observe and assure conformance to NRC rules and regulations, inspection procedures, and orders.

SSGN Fleet Liaison, SSGN Submarine Program Office - Washington, D.C. **2006-2008**

Responsible for program office coordination with the Type Commanders, Squadrons and Crews in support of a \$4B major acquisition program which received the 2007 David Packer Award as the **#1 program in the DoD**.

Submarine Division Officer, United States Navy – San Diego, CA/Norfolk, VA **2003-2006**

Served as Division Officer on two nuclear powered fast attack submarines. Supervised 15-30 personnel and several million dollars of equipment directly contributing to recognition as the **#1 submarine in the squadron**.

- Rated #1 of 6 LTJGs on annual performance report.
- Qualified and stood watch as Engineering Officer of the Watch (EOOW) and Officer of the Deck (OOD). As the EOOW, supervised and directed operation of S6G Nuclear Reactor and all associated propulsion equipment. As the OOD, held directly accountable to the Commanding Officer for the safe operation and tactical control of a nuclear powered fast attack submarine.

ADDITIONAL INFORMATION

Secret (LH) Security Clearance; Certified Engineer in Training (EIT)

Proclamations/Recognitions

Town of Exeter, New Hampshire
A Proclamation

In the year of our Lord, Two Thousand and Twenty-Two

Constitution Week
September 17 - 23, 2022

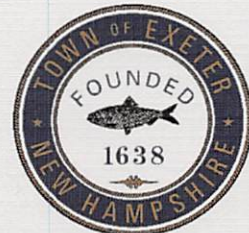
Whereas, It is the privilege and duty of the American people to commemorate the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities, and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

Now, therefore, I, Niko Papakonstantis, Select Board Chair of the Town of Exeter, do hereby proclaim the week of September 17 through 23, as Constitution Week in the Town of Exeter, and I urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

In witness whereof, I have hereunto set my hand and caused the Seal of the Town of Exeter to be affixed this 19th day of September of the year of our Lord Two Thousand and Twenty-Two.

Niko Papakonstantis,
Select Board Chair, Exeter, NH



Minutes

**Select Board Meeting
Monday August 22, 2022
7 PM
Nowak Room, Town Offices
Draft Minutes**

1. Call Meeting to Order

Members present: Molly Cowan, Niko Papakonstantis, and Nancy Belanger. Julie Gilman was remote via Zoom; she stated that it was not practical for her to attend in person and she was alone in the room.

Members Absent: Lovey Roundtree Oliff

Town Manager Russ Dean was also present at this meeting

The meeting was called to order by Mr. Papakonstantis at 7 PM.

2. Swearing In - Exeter Police Department

- a. Chief Poulin introduced new Officer Jacob Hall and Ben Clouthier who is receiving a promotion to Sergeant. Deputy Town Clerk Sonya Littlefield swore Mr. Hall in as an Officer and Mr. Clouthier as Sergeant.

3. Bid Opening- Ambulance

- a. Wheeled Coach Ambulance of Winter Park Florida; total delivered cost is \$297,945.76 with a trade-in allowance of \$8,000, for a cost of \$289,945.76. They're offering a pre-payment discount of \$6,000, so the final cost is \$283,945.76.
- b. Professional Vehicles Corporation of Rumford Maine; total delivered cost of unit is \$272,154 with a trade-in allowance of \$12,500, for a total cost of unit \$259,654.
- c. Sugarloaf Ambulance - Rescue Vehicles LLC of Wilton Maine; cost is \$293,184.71 with a trade-in allowance of \$7,500, for a final cost of unit \$285,684.71.

MOTION: Ms. Belanger moved to refer the three bids to the Fire Department for the Fire Chief to make a recommendation. Ms. Cowan seconded. In a roll call vote, the motion passed 4-0.

4. Board Interviews

- a. There were no interviews conducted at this meeting.

5. Public Comment

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

6. Proclamations/Recognitions

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

7. Approval of Minutes

- a. Regular Meeting: August 8, 2022

MOTION: Ms. Belanger moved to approve the meeting minutes of August 8, 2022 as presented. Ms. Cowan seconded. In a roll call vote, the motion passed 4-0.

8. Appointments

- a. There were no appointments made at this meeting.

9. Discussion/Action Items

a. Train Station Updates

Bob Hall of the Train Committee gave an update on the Downeaster. After a three month gap in service due to Covid, it has returned to 2019 service levels. 70% of ridership is round trips to Boston. Exeter has about 100 daily riders.

There's no public restroom on Lincoln Street, and he thinks we need to address that, as it's an obstacle for people taking the train to Exeter. Also, we no longer have a Quik-Trak Machine, so there's no way to buy tickets at the station.

Mr. Papakonstantis asked who would maintain public restrooms if they were installed. Mr. Dean said our Maintenance Department.

Mr. Papakonstantis said social media is commenting on the number of folks hanging out at the train station at night. Would the bathrooms be available 24 hours? He wants to be aware of vandalism and other issues. Mr. Hall said that other communities have hosts at the train stations who open the bathrooms just when a train is present. Mr. Hall would be willing to help put together a host program. Someone also needs to clean up trash. The town currently maintains the station and provides snow removal, so we're already spending money there.

Mr. Papakonstantis asked if there is a cost projection, and Mr. Hall said no, this is just a preliminary proposal. Mr. Dean said if there's interest from the Board, he could put together a work group to get costs. We have ARPA funds that could be available for it. Mr. Papakonstantis said the consensus of the Board to go ahead with the next steps.

b. Quarterly Financial Report through June 30

Finance Director Corey Stevens gave an update on the town finances through June 30, 2022. General Fund Revenue was \$8.8M or 43% of anticipated revenue for the year, compared to \$9.6M, or 48%, as of 6/30/2021. Our major source of revenue is our property taxes. As of 6/30/2022, we had recognized 46% of our anticipated revenue, compared to 52% as of 6/30/2021. The town's portion of revenue from 6/30 billing in 2022 was \$523,000 less than in 2021. Overlays [abatements] have increased by \$60,000. Property tax revenue was lower in 2022. These are due to timing differences. Motor vehicle is down by \$41,000, and building permits are down by \$86,000 because the cost of construction in 2022 is less than in 2021. Grant revenue is down by \$13,000. This is offset by an increase in Department income in \$50,000. There's a \$755,000 variance year over year.

The General Fund operating expenses were at \$8.63M, or 42.3% of the operating budget, compared to \$8.3M or 41.7% in 2021. General Government

was \$513,000 spent. Finance was \$459,000 spent, or 45%. IT spending was 39% of budget; hardware and software costs and contract spending were below expectation, but the department expects to have that spent out by year end. Tax Collection is 45% spent. There were timing issues on some budget lines. Planning and building were at \$243,000 spent, or 43%. Police were at \$1.797M spent, or 46% of budget. Open positions led to wage, taxes and benefits below expectation. Fire was at \$1.782M spent, or 45% of budget. There were several staff vacancies in Fire at the beginning of the year, but only one is remaining as of 6/30. The Health Department is 44% spent, due to timing of spending on lines such as mosquito control. Public works is \$2.1M spent, or 37% of the budget, which is in line with 2021 spending. There were open positions and lines which won't get spent until the latter part of the year. Administration was 35% spent, with two open positions at the beginning of the year. Highways and Streets was 25% spent. Solid waste disposal was 38% spent, with some encumbrances. This is also due to the timing of payments to our solid waste contractor. General Maintenance was at 36% of budget spent; they were down a tech position in the first part of the year. The \$100,000 maintenance project budget is still being rolled out.

Parks and Rec was \$288,000 spent, or 45% of budget with \$31,000 encumbered. Parks had two open positions at the beginning of the year, resulting in a greater use of contract services. Debt Service was \$180,000 spent, or 13% of budget, as the first payment is only interest while the second payment is principal and interest. Capital leases was at \$82,000 spent; we have not replaced vehicles for \$110,000 yet, due to timing and supply line issues.

The Water Fund had a net operating income of \$340,000, compared to \$215,000 in midyear 2021. Operating revenue was \$1.9M, or 45% of anticipated revenue, vs \$1.7M in 2021. There was a rate increase in July 2021. Operating expenses were at \$1.59M, or 37% of operating budget, similar to 2021. The Capital Outlay budget was unspent, but the budget is in process of initiating projects for that line.

The Sewer Fund had an operating income of \$2.34M, compared to \$1.95M as of midyear 2021. Revenues were at \$3.26M, or 45% of anticipated revenue. We received our first State Aid Grant payment to go towards the wastewater treatment debt service of \$1.4M. Expenses were at \$1.28M, or 17% of operating budget, compared to \$1.22M or 17% in 2021, due to timing of debt payments.

CATV had a net deficit as called for by the budget, but it was higher than anticipated at \$46,000. We've only received one franchise fee payment instead of 2. This is typical. Mr. Papakonstantis said this is becoming a more significant problem annually. Mr. Dean said the time has come to hone in on the franchise fee and potentially change the percentage going to the CATV fund. It could be a discussion during budget season. It would require a town vote to change. Expenses are tracking as we'd expect, around 50%.

Mr. Stevens continued with the report. The Rec Revolving Fund, had operating revenue of \$388,000 at mid-year 2022, or 83% of anticipated revenue, compared to \$306,000 in 2021, or 53%. Rec is open for business. There were \$12,000 in sponsorship fees, or 241% of the budget. Expenses were at \$137,000, or 34% of budget for the year, compared to \$63,000 or 12% in 2021.

EMS Fund revenue was at \$278,000, or 50% of anticipated, vs \$268,000 or 47% in 2021. Operating Expenses were at \$126,000, or 34% of budget, vs \$147,000 or 39% of budget at midyear 2021.

c. Transfer of Water-Sewer Impact Fees

Finance Director Corey Stevens discussed a memo regarding a transfer of Water-Sewer Impact Fees. In 2019, separate Water and Sewer Impact bank accounts were opened and have been accumulating a balance, which can be used towards paying down debt. He proposed taking the 2019 and 2020 impact fee activity from Water and Sewer and moving them to Impact Funds, so we can pay down debt with it.

Mr. Dean said to use the language "release" impact fees in the motion.

MOTION: Ms. Belanger moved to release \$197,870.66 of respective Water and Sewer Impact Fees collected in 2019 and 2020 to their respective funds; the breakdown represents \$63,160.86 to the Water Impact Fee account and \$134,709.80 to the Sewer Impact Fee account. Ms. Cowan seconded. In a roll call vote, the motion passed 4-0.

d. Public Safety Facility Project Updates

Town Planner Dave Sharples, Police Chief Stephan Poulin, Deputy Chief Josh McCain, and Rob Robicsek from Lavallee Brensinger Architects (LBA) were present to discuss the Public Safety Facility project.

Mr. Sharples said we reviewed a host of options to site a new Fire/Police Station, including 6 Continental Drive, a town-owned parcel. Through these discussions, we developed conceptual plans for a new Police Station and Fire sub-station, and the Select Board decided to move forward with plans and estimates. There's also a question of what to do with 20 Court Street; we could raze or renovate the site. We asked LBA to look at a renovation of \$4M or less. We could expect to get 40+ years out of new construction or 15-20 years from a renovation. These estimates are 2022 dollars but the buyout is probably 2024, so there is an escalator included. We also asked LBA to cost out a net-zero energy approach, and he [Mr. Sharples] is considering with Kristen Murphy some new funding options to offset costs for energy improvements.

Mr. Robicsek presented the proposal. LBA did an assessment of the existing building in December 2021; looked at alternate sites; and worked with the Chiefs and their command staff on a building program. They looked at a new Police facility on Continental with a Fire substation, with either a renovation for Fire in the existing facility or a new facility at the existing site. The Continental Drive works well: there are more than 2 means of ingress and egress and secured parking. This would be a two-story facility. A combined facility for Police

and Fire could save 5-15% of space. He discussed features of the concept drawing. LBA worked with a professional cost estimator, who estimated \$12.9M-13.8M, although those numbers are for 2022. There's been an escalation of 9% over the last two years, so 2024 construction is estimated at 15%. This would be a LEED silver building. We could do net zero, but the payback is aggressive.

Regarding a potential renovation of 20 Court Street, he's not sure what we could do for \$4M all in. LBA looked at the space program to see how it could fit into this facility once the Police and some Fire operations move to Continental. The building footprint would not change. We'd create a spot for the Historic Steam Engine. Very little sitework would be done. There would be some walls removed and minor internal construction, as well as cosmetic updates. Renovating the mechanicals would be an additional \$1.3M. The addition for the steam engine would be \$180,000. The replacement of windows and doors would be \$380,000. Adding an elevator would be \$380,000. Upgrading the exterior envelope would be \$180,000.

Regarding a potential new Fire Station at Court Street, LBA proposes a one-story Fire facility, because having only one story enhances response time. Mr. Robicsek discussed features of the concept drawings. The budget would be \$10.8 - 11.5M, plus an escalation of 15%. It would be functional for 20+ years.

Ms. Belanger asked how many Fire personnel would be on Continental. Chief Wilking said there would be 4 firefighters downtown and 3 at Continental, with room for 5 and 5. Ms. Belanger asked if there's enough room on the site to expand if necessary. Mr. Robicsek said there could be a third bay, but it would take away public parking and Fire felt that 2 were sufficient.

Ms. Belanger asked why secured parking is necessary. Mr. Robicsek said the security and safety of Police Officers has become an issue in the last 5-10 years. Current design practice is to provide separate parking for public and staff. Chief Poulin said we don't want armed Officers or prisoners intermingling with the public. It's just a fence with a gate, so it's not that much of a cost. Mr. Robicsek said regarding the 2nd floor layout, certain Police areas must be secure for CALEA [Commission on Accreditation for Law Enforcement Agencies] certification. Chief Poulin said CALEA accreditation will soon become the norm throughout the country. It's best practice going forward. It assures you that we have tested and true policies and the Officers are following them.

Ms. Belanger asked where we could have a Police presence downtown. We can't use the Wheelwright Room. Mr. Robicsek said a small touchdown space at the Fire facility is an option with either a renovation or a new building.

Ms. Belanger asked about the phased approach. Mr. Robicsek said when the Police move out, we can renovate those areas first. It would be a three-phase approach.

Ms. Gilman asked about the lifetime of a renovation vs a new building. Mr. Robicsek said at \$4M and under, it's a shorter-term solution. If you're going to be in the building longer, you need to make it more energy efficient and upgrade the mechanicals. It has a lot of idiosyncrasies in the way it was laid out.

Mr. Papakonstantis opened the discussion to the public.

Renay Allen, Chair of the Energy Committee, said the committee likes the add-on of net zero. The Committee would like to pledge its support to work on energy measures and clean energy for this facility.

Amy Farnham of 3 Little River Road, also of the Energy Committee, said these are great plans and it looks like there's some flexibility to do energy efficiency measures. Would it be an extra cost of 3-4% for net zero? Mr. Robicsek said this is just a concept design. 3-4% is a ballpark, because we'd need to design the whole thing to find the true cost. Ms. Farnham said we should be conscious of the roofline when we design so it will accommodate solar panels, and keep other energy ideas in mind.

Ms. Belanger said we need to communicate with the public to keep them informed about this project.

Ms. Cowan asked about next steps. Mr. Dean said it would go to the BRC as a proposed Capital Improvements project. Mr. Papakonstantis said he'd like to hear more from the community about what people want or don't want. Ms. Belanger said she thought the building on 20 Court Street could be used as housing or storage if needed.

Mr. Dean asked if the Board had a preference between renovating and building at the current Public Safety complex, and Mr. Papakonstantis said he'd like to see the process play out with the BRC and the public.

Mr. Sharples said some answers regarding net zero and design will come later, once the project has further approval from the voters.

Mr. Sharples said we had a public forum that wasn't very well attended. Does the Board have any suggestions on how to get public input? Mr. Papakonstantis said we could have it be part of a Select Board meeting, and involve EXTV. Mr. Dean suggested having a special place for it on the town website.

10. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/139 in the following amounts and years: \$786.90 for 2019; \$830.29 for 2020; \$819.31 for 2021; and \$423.53 for 2018. Ms. Belanger seconded. In a roll call vote, the motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 64/105/15 in the amount of \$260 for tax year 2022. Ms. Belanger seconded. In a roll call vote, the motion passed 4-0.

MOTION: Ms. Gilman moved to approve a solar exemption for 83/25 in the amount of \$7,500 for tax year 2023. Ms. Belanger seconded. In a roll call vote, the motion passed 4-0.

b. Permits & Approvals

Mr. Papakonstantis said Chief Wilking has asked that we reconsider a motion made at the July 18th, 2022 meeting. Chief Wilking, who was present, said we were

notified last week that the grant we sought for \$13,300 to upgrade the public safety facility security and fencing is mired in legal because of the language that NH Division of Emergency Management provided. The motion said that the max amount is \$13,300, which meant that they could only give us half of that. The new language includes the figure \$26,600.

MOTION: Ms. Belanger moved to accept the terms of the Emergency Management Performance Grant as amended, and the Exeter Select Board acknowledges that the total cost of this project will be \$26,600, in which the town will be responsible for a 50% match, which is \$13,300. The Select Board also authorizes the Town Manager to sign the grant application. Ms. Cowan seconded. In a roll call vote, the motion passed 4-0.

c. Town Manager's Report

- i. Water restrictions are continuing. There is no outdoor watering. We have been asked for a waiver by the Primrose School project, but we don't anticipate offering any waivers.
- ii. Two new employees at EXTV started today.
- iii. He attended a productive GIS user meeting last week. We have some issues with GIS that we're working on getting fixed.
- iv. We're investigating tax credits through the Inflation Reduction Act for the solar array.
- v. COAST has had a Covid outbreak, which may curtail service temporarily.
- vi. The filming of volunteer recruitment PSAs continues.
- vii. Ms. Gilman issued something about SB169, a commission to study double poles. We'll ask around for a willing participant from Exeter.
- viii. The Departments are working on FY 23 budgets.

Mr. Papakonstantis asked if there had been any update from Attorney Mitchell on Swasey Parkway, but there had not.

Mr. Papakonstantis asked if we have posted for the position of DPW Director. Mr. Dean said no, we're in the final stages of putting together a recruitment package for the position.

d. Select Board Committee Reports

- i. Ms. Gilman attended HDC, which approved the proposal for changes at 154 Water Street. This is the first time the HDC used the big screen at a meeting. The Heritage Commission discussed a vote on the watering trough that was donated, regarding where we recommend putting it.
- ii. Ms. Cowan had no report.
- iii. Ms. Belanger had a Conservation Commission meeting where they discussed a draft deed for Rose Farm, which has 6.13+ acres of conservation land. It should be coming before the Select Board if it passes the Attorney. The Planning Board had its first meeting on draft CIP; the next CIP meeting is this Thursday. The Housing Advisory

Committee meeting finalized the plans for the 1.5 mile walking tour, "Housing Hiding in Plain Sight."

- iv. Mr. Papakonstantis said the River Advisory Committee was postponed. He attended the Budget Recommendations Committee kickoff.

e. Correspondence

- i. A letter from the DOT notifying Exeter of a one-time payment of \$257,238.27 for Block Grant Aid. Mr. Dean said this will be extra paving money.
- ii. A memo from Conservation and Sustainability Planner Kristen Murphy regarding the Raynes Barn Improvement RFP. The March 27 RFP had no responses; another RFP was issued which had 2 responses, but we're looking out a couple of years, so we're reformulating the RFP to focus on structural repairs.
- iii. A Legislative Bulletin from NHMA.

11. Review Board Calendar

- a. The next meeting is Tuesday, September 6th. The following Tuesday is the election. There will be meetings September 19, as well as September 26 to present the draft budget before it goes to the Budget Recommendations Committee.

12. Non-Public Session

MOTION: Ms. Belanger moved to enter into non-public session under RSA 91-A:3II(c). Ms. Cowan seconded. In a roll call vote, the motion passed 4-0. The meeting entered non-public session at 10 PM.

13. Adjournment. Selectwoman Gilman moved to adjourn, seconded by Selectwoman Belanger. The meeting adjourned at 10:43 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Select Board Meeting
Monday September 6, 2022
6:50 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Lovey Roundtree Oliff, Niko Papakonstantis, Nancy Belanger, Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:50 PM. The Board went downstairs for an interview.

2. Board Interviews

- a. Stacey Rogers for the Sustainability Committee

3. Bid Opening - Ambulance Fire/EMS

Mr. Dean stated that the bid came in on time but was set aside because of the holiday. The bid should be opened and referred to the Fire Department for review.

Mr. Papakonstantis opened the bid from Bulldog Fire and Emergency Apparatus of Woodville MA, for an Osage Type 3 Ambulance 2025 E480 Chassis, at a cost of \$336,033.

MOTION: Ms. Belanger moved to forward the bid to the Fire Chief and Fire Department. Ms. Gilman seconded. The motion passed 5-0.

4. Public Comment

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

5. Proclamations/Recognitions

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

6. Approval of Minutes

- a. Regular Meeting: August 22, 2022
These minutes were tabled to September 19.

7. Appointments

MOTION: Ms. Belanger moved to appoint Stacey Rogers to the Sustainability Advisory Committee with a term to expire April 2023. Ms. Gilman seconded. The motion passed 5-0.

8. Discussion/Action Items

- a. Voter Registration Overview

Senior Supervisor of the Checklist Vicky Nawoichyk was present to discuss voter registration. Election season is open, and the first primary is Tuesday September 13 at Talbot Gym from 7 AM - 8 PM. If you're not yet registered, you can still register at the polling station on election day. Those wishing to register should bring photo ID and proof of residency such as a bank statement, car registration, utility bill, etc, as well as citizenship documents such as a birth certificate, naturalization papers, or passport. If you don't have that

documentation, we have a form you can sign that attests that you are a US Citizen.

b. Polling Pad Rental Contract

Mr. Dean said we have a price quote from LHS associates but don't yet have a contract. He will bring this back once we get one.

c. ARPA Funding Request

Police Chief Stephan Poulin was present to request ARPA funds for Police tasers. There are 27 tasers to be replaced. The Police first got them in 2006, and in 2017 replaced all tasers with the newest version. Five years is the standard useful life recommendation, and Taser will no longer cover us with the \$10M liability insurance. The latest model is more reliable. It has updated firmware, allows you to give the person a warning arc, allows you to recharge the batteries, and has dual lasers for sighting. We don't use tasers often. In 2019 we had one taser use, and a taser was additionally aimed one time. In 2020 we had one use and aimed it twice. In 2021, one taser was aimed. In 2022, we've had no uses or aims. When you need to use this equipment, it needs to work. It could be a life or death situation. We use it in place of lethal force. For 30 tasers, it would cost \$110,664.75, which includes tasers, batteries, holsters, and cartridges.

Mr. Papakonstantis asked how the tasers were paid for previously, and Mr. Dean said through the operating budget.

Mr. Papakonstantis asked if some are still under warranty, and Chief Poulin said no, at the end of this year they're all out of warranty.

Ms. Belanger said in the August 8 meeting, we had a list of possible ideas for ARPA, but without numbers associated. She's leaning towards tasers being part of the budget, not coming from ARPA funds.

Mr. Dean said we have \$736,374 left of ARPA funding, but we don't have to spend it until 2024.

Chief Poulin said he got information about a payment plan as well: over 5 years it would be \$22,132.95 each year.

Mr. Papakonstantis said he wanted to see all the proposals from the Departments before approving this request, and the Board agreed.

d. Rose Farm Conservation Deed Easement

Town Planner Dave Sharples spoke on behalf of Kristin Murphy regarding the Rose Farm Conservation Easement. This is 6.1 Acres of conservation land which has been offered as part of an open space development. This was approved by the Planning Board, and final plans have been signed. The developer has not started the subdivision yet. The Conservation Commission unanimously recommended the acceptance of the parcel, subject to legal review. Legal review has since approved the language of the deed.

Ms. Gilman said in the deed description, it mentions forestry and agriculture. Everyone's been wanting to do a community garden - could this be a place for one? This may be a question for Kristin Murphy.

MOTION: Ms. Belanger moved to accept the Rose Farm conservation deed as presented and appoint the Chair to sign on behalf of the Select Board. Ms. Gilman seconded. The motion passed 5-0.

e. Acceptance of Invest NH Funding

Town Planner Dave Sharples said he's been working on a town-wide rezoning effort. There are many limiting factors to growth, related to capacities such as sewer, water, natural resources, and transportation network capacity. To overcome these limitations requires capital improvement. In Exeter, we have a diverse housing stock, but the Planning Board and Housing Advisory Committee are looking to continue to grow a diverse community. Rezoning is a large effort, particularly the public engagement piece. Through Invest NH, he [Mr. Sharples] applied for a grant for \$45,000 to complete the project, which was approved. No match is required. He will use it to continue what he's doing with the Horsley-Whitten Group, and we may want to put something on the March 2023 Warrant.

Ms. Belanger said the Housing Advisory Committee is excited about this work. Supporting housing diversity is part of the Master Plan, on page 47. She thanked Mr. Sharples for his work and ideas. Mr. Papakonstantis said Mr. Sharples has gotten quite a lot of grant money for the town over the years.

MOTION: Ms. Belanger moved to accept the Invest NH Municipal Planning and Zoning Grant in the amount of \$45,000 and further authorize the Town Manager or his designee to execute any documents and take any and all actions necessary to complete the project within the available funding. Ms. Gilman seconded. The motion passed 5-0.

9. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

i. There were no tax abatements, credits, or exemptions considered at this meeting.

b. Permits & Approvals

Mr. Dean said the Board received a supplement to the packet today regarding the Squamscott River Siphons project. Public Works came back to us with a recommendation that the low bidder, N. Granese and Sons of Salem MA, be awarded the bid at \$1,627,750 . Mr. Dean said Wright-Pierce did due diligence on this bid.

MOTION: Ms. Belanger moved to award the bid for the Squamscott River Sewer Siphons Project to N. Granese and Sons of Salem MA at \$1,627,750. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to authorize the Town Manager to sign the agreement necessary to completing the Squamscott River Sewer Siphons Project. Ms. Belanger seconded. The motion passed 5-0.

c. Town Manager's Report

- i. Mr. Dean thanked Pam McElroy and Bob Glowacky for their work on the new website. They have been working on the Board, Committee, and Commission information, and the website now has staff contacts for all but two committees.
- ii. Chief Poulin found a Massachusetts vehicle dealer that had 200 police vehicles available. We booked two from the prior year's vote and two from this year to upgrade our fleet.
- iii. We've signed the fuel contracts through Aug 2023. The amount is \$3.78 diesel and \$2.98 for unleaded, which will be a hit to our budget.
- iv. He thanked Rachel Loughner, the Deputy Tax Collector, who resigned recently. Her last day is September 23rd. We posted the position today.
- v. Budget Meetings are continuing this week, and are going well so far.
- vi. He met with Tom Monahan today regarding the development on Epping Road. There are a few things Mr. Monahan was concerned about, such as impact fees, but those won't have to be paid until the CO is issued.
- vii. One TIF item is widening Epping Road, we will continue with that in the Spring.

Mr. Papakonstantis asked if the interviews that Bob Glowacky is doing are being broadcast yet. Mr. Dean said he thinks they're being broadcast, but he will check

Mr. Papakonstantis asked if we've heard from Attorney Mitchell on Swasey Park. Mr. Dean said yes. Attorney Mitchell has had contact with Tom Donovan of Charitable Trust, who has sent an email to the Board. There's a document about parkways in general that Mr. Donovan has given to Attorney Mitchell for review. Attorney Mitchell will write a letter to Mr. Donovan to commence the next step in the process. Mr. Papakonstantis asked if Attorney Mitchell could write a formal update for the Board.

Mr. Papakonstantis asked about the DPW Director Position. Mr. Dean said we're finalizing the outreach packet.

Mr. Papakonstantis asked about the public comment from several meetings ago regarding the Water/Sewer billing. Mr. Dean said we'll have to look at the program itself. We may have to change the charges from calculating on a monthly basis to a daily basis.

d. Select Board Committee Reports

- i. Ms. Belanger had a Planning Board meeting August 25, where Glerups shoe manufacturer of Denmark had a show and tell. They want to build a facility on Epping Road. They will be back this Thursday. Brentwood Distribution asked for an expansion to store some product through the winter. There were some requests for extensions on approval, which were all granted. The Housing Advisory Committee walking tour is Thursday from 4-6. We will post the map for anyone who might want to follow along

at another time. It starts at Town Hall and finishes at Sea Dog afterwards. The theme is "Housing Hiding in Plain Sight."

- ii. Ms. Gilman had no committee meetings. After conversations with the Heritage Commission and Arts Committee, we're getting Town Hall registered on the National Register of Historic Places, which will open up federal grant opportunities.
- iii. Ms. Cowan had no report.
- iv. Ms. Oliff had no report.
- v. Mr. Papakonstantis said he attended the Swasey Parkway Trustees meeting, where they discussed increased "no dogs" signage. They talked about fall and spring seeding and work plans, but because of drought restrictions they put everything on hold for now.

e. Correspondence

- i. There was no correspondence reviewed at this meeting.

10. Review Board Calendar

- a. The next meetings are September 19 and 26; Tuesday October 11; and October 24th.

11. Non-Public Session

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

- 12. Adjournment. Selectwoman Belanger moved to adjourn, seconded by Selectwoman Gilman. The motion carried 5-0. The Board stood adjourned at 8:18 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments

August 9, 2022

Renay Allen
Energy Committee Chair

Renay,

I apologize that I will not be able to fulfill my duties as student liaison on the Energy Committee anymore. This committee has given me excellent growth opportunities and I am sad to be leaving. I must resign because I am leaving to go to boarding school. Thank you to everyone on the Energy Committee for supporting me as the first-ever student liaison!

Sincerely,
Camille Webber
EHS Student Liaison to Exeter Energy Committee

Polling Pads – Kate Miller, Vicky Nawoichyk, Andie Kohler

Purchase Option	cost	units	totals	Year 1	Year 2	Year 3
Poll Pad	1,225	10	12,250			
Printer	300	10	3,000			
Connectivity	1,750	1	1,750			
Cradle-Point	800	1	800			
Election Day Coverage	1,600	1	1,600			
			<u>19,400</u>	19,400	-	-
Annual Fees						
Poll Pad	300	10	3,000			
Cradle-Point	500	1	500			
			<u>3,500</u>		3,500	3,500
Total Annual Purchase Cost				<u>19,400</u>	<u>3,500</u>	<u>3,500</u>
<i>running cost</i>					22,900	26,400
Rental Option						
Poll Pad	600	10	6,000			
Election Day Coverage	2,800	1	2,800			
Cradle-Point	500	1	500			
			<u>9,300</u>			
Total Annual Rental Cost				9,300	9,300	9,300
<i>running cost</i>					18,600	27,900

Year 4	Year 5	Year 6	Total 6-Year Spend
--------	--------	--------	--------------------

-	-	5,000	
---	---	-------	--

yr 6 - hardware only upgrade est. @ \$500/ unit

<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	
3,500	3,500	8,500	41,900
29,900	33,400	41,900	

no annual fees in yr 1

9,300	9,300	9,300	55,800
37,200	46,500	55,800	



Rent

Company Address 10 Manor Parkway, Unit B
Salem, NH 03079
US

Created Date 8/30/2022
Quote Number 00000752

Contact Information

Prepared By	Brenda Merritt-L'Italien	Customer Name	Exeter
Title	Director of Business Development	Contact Name	Andrea Kohler
Phone	(978) 651-2511	Title	Town Clerk
Email	bcm@lhsassociates.com	Email	akohler@exeternh.gov

Address Information

Bill To Name Exeter
Bill To 10 Front Street
Exeter, NH 03833

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
PP-016	Cradlepoint - Rental	Cradlepoint rental for one election event.	\$500.00	1.00	\$500.00
E80-20	Full Day Election Coverage	Election Day - Full Day Coverage	\$2,800.00	1.00	\$2,800.00
PP-100	Poll Pad Bundle (Rental)		\$600.00	10.00	\$6,000.00
Subtotal			\$9,300.00		
Total Price			\$9,300.00		

Signature

By signing below, you are acknowledging that the above pricing is accurate and within budget, and that you are ready to move forward with the official purchase and contract initiation:

Customer Signature: _____

Printed Name & Title: _____

Date: _____

Anticipated First Use Date: _____



Purchase

Company Address 10 Manor Parkway, Unit B
Salem, NH 03079
US

Created Date 9/8/2022
Quote Number 00000756

Contact Information

Prepared By	Brenda Merritt-L'Italien	Customer Name	Exeter
Title	Director of Business Development	Contact Name	Andrea Kohler
Phone	(978) 651-2511	Title	Town Clerk
Email	bcm@lhsassociates.com	Email	akohler@exeternh.gov

Address Information

Bill To Name Exeter
Bill To 10 Front Street
Exeter, NH 03833

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
PP-013	Cradlepoint 600 - Purchase	IBR600C Series	\$800.00	1.00	\$800.00
PP-007	NOTE: Cradlepoint Data Usage Annual Fee \$500.00		\$0.00	1.00	\$0.00
PP-008	Full Connectivity One-Time Fee (1-10 Poll Pads)	Includes: MDM Enrollment and Year 1 Software and Application Warranty	\$1,750.00	1.00	\$1,750.00
E80-20	Full Day Election Coverage	Election Day - Full Day Coverage- New Customer Discount	\$1,600.00	1.00	\$1,600.00
PP-000001	NOTE: Ongoing Poll Pad Software and Application Support Fee \$300.00 per Poll Pad-Includes Election creation and remote support for all elections.	The Poll Pad Software and Application Support Fee after the 1-year Warranty Expires is \$300.00 per Poll Pad.	\$0.00	10.00	\$0.00
PP-001	Poll Pad Bundle	Includes: iPad WiFi 32gb (MP2F2LL/A), 10-Foot Charger, Transport Case, Stand, Stylus, 1st Year Software License, MDM Enrollment, and Basic Poll Pad Manager	\$1,225.00	10.00	\$12,250.00
PP-004	Poll Pad Star Micronics Receipt Printer	TSP65411	\$300.00	10.00	\$3,000.00

*Included in the purchase price is one (1), two-hour Poll Worker Training Session.

Subtotal \$19,400.00
Total Price \$19,400.00*

Signature

By signing below, you are acknowledging that the above pricing is accurate and within budget, and that you are ready to move forward with the official purchase and contract initiation:

Customer Signature: _____

Printed Name & Title: _____

Date: _____

Anticipated First Use Date: _____

Economic Development Update – Darren Winham, Economic Development Director

RPC Proposal – Floodplain Development Ordinance, Climate Change Risk Areas

September 8, 2022

Niko Papakonstantis, Chair
Exeter Selectboard
10 Front Street
Exeter, NH 30833

Subject: Floodplain Development Ordinance Amendments and Climate Change Risk Areas

Dear Chairman Papakonstantis and Exeter Select Board members,

This letter is intended to summarize the technical assistance Rockingham Planning Commission (RPC) will provide the Town of Exeter through the RPC's Coastal Resilience Technical Assistance program. The purpose of this project is to provide technical assistance to the Town of Exeter in amending the town's floodplain development ordinance to incorporate future relative sea-level rise.

As part of this technical assistance, the Rockingham Planning Commission (RPC) will assist the Town, with support from NHDES Coastal Program, with the following activities:

- Activity 1 – Provide draft amendments to the town's Floodplain Development Ordinance to require all new construction to have at least two feet of freeboard above the Base Flood Elevation
- Activity 2 – Develop "climate change risk areas" by overlaying projected sea-level rise data to the 1% annual chance storm event data to show which areas in town will be impacted by projected sea level rise and storm surge. The purpose of the climate change risk areas is to 1) provide the town with an opportunity to educate landowners and the public about potential future risks to property, 2) discourage future development within the climate change risk areas, and 3) encourage any construction within the climate change risk areas to adhere to more stringent building and design standards. The provisions of the climate change risk areas are intended to be advisory in nature.
- Activity 3 – Meet with the Planning Board and/or Planning Department staff a minimum of {3} times to discuss the proposed zoning amendments. Meeting with other boards, including the Conservation Commission, Sustainability Committee, etc., will be determined in conjunction with Planning Department staff.

The timeframe for this project is October 2022 through June 2023. The intent is to have draft language available to move to public hearing and potential adoption at Town Meeting 2023 in March.



156 Water Street | Exeter, NH 03833
603-778-0885 | www.theRPC.org

There is no cost to the Town of Exeter for this project the commitment of town staff and officials' participation. Funding for this technical assistance is provided by the NHDES Coastal Program.

We look forward to working with Exeter on this project. If there are any questions, please feel free to contact me (troache@therpc.org; 603.778.0885) or Madeleine Dilonno, Regional Planner (mdiiionno@therpc.org; 603.658.0522).

Sincerely,

Tim Roache
RPC Executive Director

Cc: Russel Dean, Town Manager
Dave Sharples, Exeter Town Planner
Kristen Murphey, Exeter Natural Resource Planner

Community Power Update – Cliff Sinott, Community Power Aggregation Committee

[Date]

Daniel C. Goldner, Chairman
New Hampshire Public Utilities Commission
21 South Fruit Street
Concord, NH 03301-2429
VIA ClerksOffice@PUC.NH.gov

Re: Request for Approval of Exeter Community Power Electric Aggregation Plan

Dear Chairman Goldner,

Attached please find the Exeter Community Power Electric Aggregation Plan for review and approval by the Commission pursuant to RSA 53-E:7, II as amended by Chapter 229:8, NH Laws of 2021 (2021 HB 315) effective as of 10/25/21.

This plan was adopted by Town Meeting voters on February 5, 2022 and amended by vote of the Town Select Board on July 22, 2022.

Copies of this plan are being provided contemporaneously to the Office of the Consumer Advocate, the NH Department of Energy, and Unitil, which is the electric distribution utility serving Exeter should they wish to comment on the plan. Pursuant to current Commission policy, this filing is being made electronically only.

Please do not hesitate to contact me if you have any questions.

Sincerely,

[Town Manager]

cc:

Office of the Consumer Advocate: ocalitigation@oca.nh.gov

Department of Energy: Energy-Litigation@energy.nh.gov and elizabeth.r.nixon@energy.nh.gov

Unitil: carroll@unitil.com, and fossumm@unitil.com

Exeter and CPCNH: jgilman@exeternh.gov, nicholas.devonshire@gmail.com, rmallennh@gmail.com, cliffsinnott@gmail.com, lhitzrot@exeter.edu, henry@cpcnh.org

EXETER COMMUNITY POWER PROGRAM

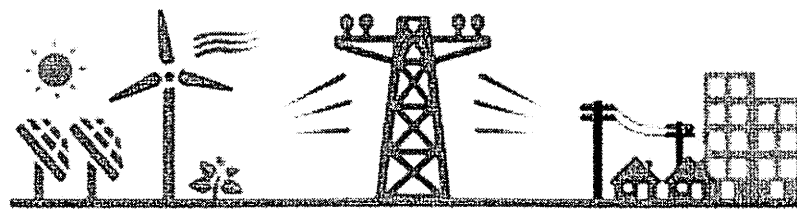


EXETER ELECTRIC AGGREGATION PLAN

December 29, 2021

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

Amended by Select Board on July 18, 2022



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

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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

Milestone	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
ECPAC Established	█												
Public Information Material prepared			█	█	█								
Community Survey					█	█	>>>>						
Obtain Aggregate Utility Data			█	█									
Draft Plan Developed	█	█	█	█	█	█							
Public Informational Meetings						█	█	█	█				
Plan Approved by ECPAC and Presented to BOS							█						
Plan Presented for Adopted at Town Meeting										█			
Program Implementation*											█	█	>>>>

* 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 Unitil'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 Unitil and the costs of distribution and related services will be paid to Unitil.

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 policies 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** has issued a competitive solicitation for the services and credit support necessary to operate the new power agency and will 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** governs 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.

B. Administration

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

C. 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.

D. 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.

B. 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.

C. 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.

D. 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. Customer Data Privacy.

E. 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.

F. 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.

G. 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.

H. 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](#).

B. 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 Energy Risk Management and Financial Reserve policies 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.

B. 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.

C. 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

<p><u>Unitil</u> <u>ALL CUSTOMERS</u></p>	<p><u>Unitil Default Supply</u> <u>Customers</u></p> <p>(Eligible for Opt-Out Notifications & Automatic Enrollment)</p>	<p><u>Competitive Supply</u> <u>Customers</u></p> <p>(Eligible for Opt-In Notifications & Voluntary Enrollment)</p>
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	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: Until; 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:

1. 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.
2. 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.
3. Participate in joint power solicitations and local project development opportunities.
4. Share knowledge and collaborate regionally on clean energy and resilient infrastructure development at the community-level throughout the state.
5. 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 6](#) 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 directly oversees the initial startup and implementation activities of the Coalition.

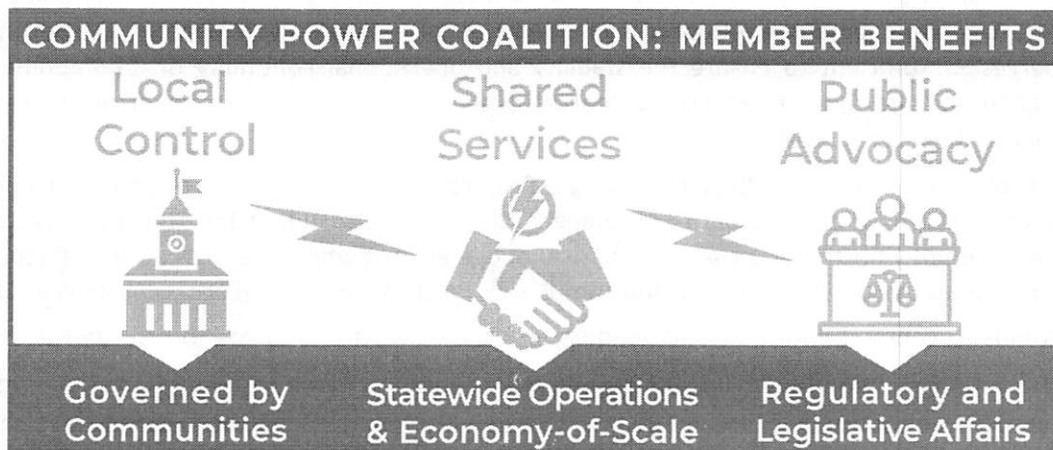
Exeter and all other members are directly represented on the Coalition's Board until more than twenty-one (21) members join, at which point directors will be elected by vote of the members' representatives at annual meetings (with a Board size of between 11 and 21 representatives, at the members' direction).

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 18 city and town members of the Coalition (<https://www.cpcnh.org/members>) represent more than 270,000 residents, or about 20% 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 larger in size than the default service loads of Unitil, Liberty Utilities and the New Hampshire Electric Coop on an individual basis, 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 are participating 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 Energy Risk Management and Financial Reserves policies 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 Energy Risk Management and Financial Reserves policies. The purpose of these policies 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.

B. 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 was enlisted to facilitate branding and policy communication efforts, draft an outreach strategy, compile resources and facilitate the engagement of prospective members, and onboard new members and their representatives throughout the state to the Coalition.

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

C. 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 37 representatives — elected officials, staff and volunteers serving on local energy committees — appointed by each of the Coalition's 19 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.

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 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 Community

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>.

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*
 - f. *ISO shadow settlements and dispute resolution*

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/202f2e_601bfada901c4a89a1c2812a0638090a.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.

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.

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.

- 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

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).

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.

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).

⁹ See p. 2 ¶4 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.

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.
- 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.

CLG Grant Agreement – National Alliance of Preservation Commissions

Certified Local Government Grant Agreement Checklist

- First complete the attached Municipality Certification of Authority [file name COA 7 (Municipality)]
- Complete the G-1 Grant Agreement by having the person authorized in the COA 7 complete boxes 1.11 and 1.12; initial and date the following pages including the attached Exhibits
- Sign and date the Non-Construction Conditions and Assurances

Compile all documents together in one PDF preferably and return to Brandee Loughlin at Brandee.R.Loughlin@dncr.nh.gov

Municipality Certification of Authority

I, _____ (Name), hereby certify/attest that I am duly elected Clerk/Secretary of _____ (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on _____, 20 ___, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That _____ (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of _____ (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of _____, 20 ___. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: _____

ATTEST: _____
(Secretary/Clerk Signature Completing this Certificate)

STATE OF _____

COUNTY OF _____

On this the ___ day of _____, 20 ___, before me _____, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Justice of the Peace / Notary Public

My Commission Expires:

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Division of Historical Resources/ Department of Natural & Cultural Resources		1.2. State Agency Address 19 Pillsbury St., Concord, NH 03301	
1.3. Grantee Name Town of Exeter		1.4. Grantee Address 10 Front St., Exeter, NH 03833	
1.5. Grantee Phone 603-773-6102	1.6. Account Number 1445000	1.7. Completion Date 9/30/2024	1.8. Grant Limitation \$100
1.9. Grant Officer for State Agency Amy Dixon		1.10. State Agency Telephone Number 603-271-3485	
If Grantee is a municipality or village district: "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. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

0. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

3. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

9. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials
Date

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
0. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 1. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 2. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 3. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
 4. **WAIVER OF BREACH.** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 5. **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 first above given.
 6. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 7. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 8. **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.
 9. **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 relating hereto.
 10. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials
Date

EXHIBIT A – SPECIAL PROVISIONS:
CERTIFIED LOCAL GOVERNMENT GRANT PROGRAM
NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards, as determined by the State Historic Preservation Officer, shall not be reimbursed.
3. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.
4. The work performed pursuant to this Agreement is to be treated as non-federal matching share for a Historic Preservation Fund matching grant-in-aid from the National Park Service of the U.S. Department of the Interior, to the State of New Hampshire, by and through the Division of Historical Resources. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
5. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant at the DHR's request. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.
6. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.

Grantee Initials
Date

7. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
8. It is understood and agreed by the Grantee that the Grantee's receipt and expenditure of funds pursuant to this agreement is conditioned upon and subject to the conditions outlined in the U.S. Department of the Interior's Notice of Award for this Historic Preservation Fund Grant-In-Aid, the terms of which are hereby incorporated by reference. The Grantee agrees to fully comply with all applicable terms of the referenced Notice of Award and to neither take nor omit any action that would prevent the State from fully complying with all applicable terms of the Notice of Award.
9. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit A.

EXHIBIT B – SCOPE OF WORK:

1. Grantee agrees to apply the funds from this grant to the project(s) described in grantee's grant application and approved budget.

The Grantee shall join and pay the annual membership dues to the National Alliance of Preservation Commissions and shall be reimbursed the cost of this membership out of the grant award in the amount of \$100.

EXHIBIT C – PAYMENT TERMS:

1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit B above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed **One-Hundred dollars (\$100)** subject to:
 - (a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
 - (b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
 - (c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.

Grantee Initials
Date

2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.
3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.
4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a bi-annual basis as follows:
 - October 31, 2022
 - April 30, 2023
 - October 31, 2023
 - April 30, 2024
 - June 30, 2024 Project Completion Deadline
 - September 30, 2024 Final Project Report Due
5. This contract shall commence upon execution of the contract and approval of the Governor and Executive Council, if required, with a completion date of September 30, 2024.

Grantee Initials
Date

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED September 14, 2022

Tax Exemptions, Abatements & Veterans Credits

List for Select Board meeting September 19, 2022

Solar Exemption

Map/Lot/Unit	Location	Amount	Tax Year
63-150	79 Park St	8,000	2023
71-112	9 Marlboro St	21,000	2023
63-72	14 Spruce St	12,000	2023

Abatement

Map/Lot/Unit	Location	Amount	Tax Year
104-79-1000	1000 Camelot Dr	550.40	2020
104-79-1000	1000 Camelot Dr	534.58	2021
104-79-1000	1000 Camelot Dr	586.00	2022
104-79-957	900E Maid Marion	695.42	2019
104-79-957	900E Maid Marion	992.71	2020
104-79-957	900E Maid Marion	979.08	2021
104-79-957	900E Maid Marion	250.00	2022

Permits & Approvals

SEP 06 2022

FORM PA-7

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION NOTICE OF INTENT TO CUT WOOD OR TIMBER

Assessor's Office

YR TOWN OPI# 22-153-03-T

For Tax Year April 1, 22 to March 31, 23

PLEASE TYPE OR PRINT (If filing in form on-line, use TAB key to move through fields)

- 1. Town/City of: Exeter
2. Tax Map/Block/Lot or USFS Sale Name & Unit No. MAP 5, Lot 1
3. Intent Type: Original [] Supplemental [X]
4. Name of Access Road: MAST RD Birch RD
5a. Acreage of Lot: 123 Acreage of Cut: 8
5b. Anticipated Start Date: Sept
6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Sole Owner) []
b. Owner of Land and Stumpage (Joint Tenants) []
c. Owner of Land and Stumpage (Tenants in Common) []
d. Previous owner retaining deeded timber rights []
e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements [X]

REPORT OF CUT / CERTIFICATE TO BE SENT TO:
OWNER [] OR LOGGER / FORESTER [X]
BY MAIL [] OR E-MAIL [X]

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed (If a corporation, an officer must sign.)

Attach a signature page for additional owners.
Signature: Fred Leclair 9-4-22

Signature: Fred Leclair 9-4-22

Signature: Fred Leclair
789 MAIN ST
Fremont NH 03044
E-MAIL ADDRESS: FASTFEDDIE110@HOTMAIL.COM
HOME PHONE: 603 8953974 CELL PHONE: 603 7020806

Table with 2 columns: Species, Estimated Amount To Be Cut. Rows include White Pine (80 MBF), Hemlock (20 MBF), Red Pine (MBF), Spruce & Fir (MBF), Hard Maple (MBF), White Birch (MBF), Yellow Birch (MBF), Oak (4 MBF), Ash (MBF), Soft Maple (2 MBF), Beech/Pallet/Tie & Mat Logs/Pine Box (8 MBF), Other (Specify) (MBF), Pulpwood (Tons), Spruce & Fir, Hardwood & Aspen, Pine, Hemlock, Biomass Chips (706), Miscellaneous, High Grade Spruce/Fir (Tons), Cordwood & Fuelwood (30 Cords).

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.
Species: Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.
Signature: Fred Leclair 9-4-22

Signature: Fred Leclair
789 MAIN ST
Fremont NH 03044
E-MAIL ADDRESS: FASTFEDDIE110@HOTMAIL.COM
PHONE NUMBER: 603 7020806

FOR MUNICIPAL ASSESSING OFFICIALS ONLY
The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

- 4. Any timber tax bond required has been received \$ 189200 Date: 9/12/2022
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA within 30 days

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

Correspondence



U.S. Department
of Transportation
**Federal Aviation
Administration**

New England
Regional Office

1200 District Avenue
Burlington, MA 01803-5299

Town Manager's Office

SEP 06 2022

Received

August 31, 2022

Mr. Russell Dean
Town of Exeter
10 Front St.
Exeter, NH 03833

Reference: Instrument Flight Procedures Low-level Helicopter System (ILHS) to Support Helicopter Air Ambulance (HAA) Operations Notice of Intent (NOI) to Prepare an Environmental Assessment (EA)

Dear Mr. Dean:

This notification letter is to inform you that the Federal Aviation Administration (FAA) is undertaking preparation of an Environmental Assessment (EA) to consider potential environmental impacts of the Instrument Flight Procedures Low-level Helicopter System (ILHS) to Support Helicopter Air Ambulance (HAA) Operations (ILHS-HAA) Project implementation. Attached are an exhibit of the General Study Area with the proposed route structure for reference and the Notice of Intent to Prepare an Environmental Assessment Legal Notice that will be published in primary newspapers in the central and south central regions of Maine, northeastern Massachusetts, and eastern New Hampshire to notify the general public.

The Maine, New Hampshire, and Massachusetts regions of the General Study Area have multiple heliports and airports that accommodate emergency helicopter air medical traffic. In these areas, weather and other constraints can combine to hinder timely and efficient helicopter movement. The ILHS-HAA Project would seek to improve the efficiency of the national airspace system in Maine and portions of New Hampshire and Massachusetts by optimizing helicopter en route procedures serving various airports and heliports within the ILHS-HAA project General Study Area.

The ILHS-HAA project would involve changes in helicopter flight paths and altitudes in certain areas. The FAA has established a General Study Area (attached) to evaluate potential impacts of changes in helicopter routing, consisting solely of flight below 5,000 feet above ground level (ft. AGL). This analysis is limited to helicopters only and specifically those emergency medical helicopters using the identified heliports and airports.

The EA will study potential environmental impacts to those airports and heliports within the General Study Area. These facilities are:

SMMC - Southern Maine Health Care SMMC
Helipad
ME23 - Franklin Memorial Hospital Heliport
ME15 - Blue Hill Memorial Hospital Heliport
MILE - Lincoln Health Miles Campus
98ME - Waldo County General Hospital Heliport
79ME - Houlton Regional Hospital Heliport
68ME - Maine Medical Center Heliport
4ME9 - Stephens Memorial Hospital Heliport

46ME - Calais Regional Heliport
3NH4 - Portsmouth Regional Hospital Heliport
39ME - Maine Coast Memorial Heliport
22ME - Bar Harbor Heliport
1ME2 - Maine General Medical Center-Waterville
Heliport
16ME - AR Gould Hospital Heliport
10ME - PVH Heliport
59B - Newton Field Airport

OMA4 - Boston Medical Center Hospital Heliport
K8B0 - Stephen A. Bean Municipal Airport
KPWM - Portland International Jetport
KSFM - Sanford Seacoast Regional Airport
ME02 - Eastern Maine Medical Center Heliport
ME37 - Bridgton Hospital Heliport
ME43 - Northern Light Mayo Hospital Heliport
ME48 - Northern Maine Medical Center Heliport
ME49 - CA Dean Memorial Hospital Heliport
ME5 - Banks Airport
ME50 - Millinocket Regional Heliport
ME52 - Down East Community Hospital Heliport
ME55 - Vinalhaven Airport

ME63 - Rumford Community Hospital Heliport
ME76 - Penobscot Bay Medical Center Heliport
ME77 - Cranberry Isles Heliport
ME78 - Monhegan Island Heliport
ME87 - Southern Maine Health Care/Sanford
Heliport
ME94 - York Hospital Heliport
ME95 - CMMC Air Ambulance Landing Site
Heliport
NH27 - Huggins Hospital Heliport
NH56 - Wentworth-Douglass Hospital Heliport

The FAA has begun preparation of an EA within established laws, regulations, FAA Orders, and guidance. The FAA welcomes your input and is sending this new notification letter for the following reasons:

1. To advise you of the initiation of the EA study
2. To provide you an opportunity to offer any background information that you may have regarding the included General Study Area established for this EA
3. To provide you an opportunity to advise the FAA of any issues, concerns, policies, or regulations that you may have regarding the environmental analysis that will be undertaken in the EA

The FAA intends to hold public workshops following publication of the Draft EA. The FAA will provide public notice of the public workshops and the availability of the Draft EA at a future date. The FAA plans to hold separate consultations with Tribal Governments in accordance with Executive Order 13175 and will consult with their Tribal Historic Preservation Offices as appropriate. The FAA will also initiate agency consultations as necessary, such as with the State Historic Preservation Officer(s), depending on the outcome of the analyses.

The FAA is currently working on additional details related to this project, and will be coordinating with other agencies as appropriate. If you desire to provide comments related to the content, focus, or potential environmental areas of review and/or have any questions about the information provided, please provide them by letter or email, to be received on or before September 19, 2022, at the following address:

Attn: ILHS-HAA Project
FAA New England Regional Office
1200 District Avenue
Burlington, MA 01803-5299
E-mail: 9-ANE-LoMDraftEA@faa.gov

Sincerely,

Colleen M D'Alessandro

Colleen D'Alessandro
Regional Administrator, New England Region, ANE-1

Attachments:

1. Notice Regarding the FAA's Preparation of an Environmental Assessment
2. Graphic of General Study Area

**U.S. DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration**

Notice of the Federal Aviation Administration (FAA) Intent to Prepare an Environmental Assessment for the Instrument Flight Procedures Low-level Helicopter System (ILHS) to Support Helicopter Air Ambulance (HAA) Project

SUMMARY: The FAA is issuing this notice to advise the public that it is preparing an Environmental Assessment (EA) for the ILHS-HAA Project, which involves helicopter flight procedure optimization for a number of airports and heliports, referred to as the “EA Study Airports and Heliports,” that are:

SMMC - Southern Maine Health Care SMMC Heliport	KSFM - Sanford Seacoast Regional Airport
ME23 - Franklin Memorial Hospital Heliport	ME02 - Eastern Maine Medical Center Heliport
ME15 - Blue Hill Memorial Hospital Heliport	ME37 - Bridgton Hospital Heliport
MILE - Lincoln Health Miles Campus	ME43 - Northern Light Mayo Hospital Heliport
98ME - Waldo County General Hospital Heliport	ME48 - Northern Maine Medical Center Heliport
79ME - Houlton Regional Hospital Heliport	ME49 - CA Dean Memorial Hospital Heliport
68ME - Maine Medical Center Heliport	ME5 - Banks Airport
4ME9 - Stephens Memorial Hospital Heliport	ME50 - Millinocket Regional Heliport
46ME - Calais Regional Heliport	ME52 - Down East Community Hospital Heliport
3NH4 - Portsmouth Regional Hospital Heliport	ME55 - Vinalhaven Airport
39ME - Maine Coast Memorial Heliport	ME63 - Rumford Community Hospital Heliport
22ME - Bar Harbor Heliport	ME76 - Penobscot Bay Medical Center Heliport
1ME2 - Maine General Medical Center- Waterville Heliport	ME77 - Cranberry Isles Heliport
16ME - AR Gould Hospital Heliport	ME78 - Monhegan Island Heliport
10ME - PVH Heliport	ME87 - Southern Maine Health Care/ Sanford Heliport
59B - Newton Field Airport	ME94 - York Hospital Heliport
0MA4 - Boston Medical Center Hospital Heliport	ME95 - CMMC Air Ambulance Landing Site Heliport
K8B0 - Stephen A. Bean Municipal Airport	NH27 - Huggins Hospital Heliport
KPWM - Portland International Jetport	NH56 - Wentworth-Douglass Hospital Heliport

The ILHS-HAA Project would seek to improve the efficiency of the national airspace system in the Maine, New Hampshire, and Massachusetts regional airspace by optimizing helicopter arrival, departure, and en route procedures serving the Study Airports and Heliports that will be assessed in the EA. The EA will be prepared pursuant to the National Environmental Policy Act of 1969 and its implementing regulations found at Title 40, Code of Federal Regulations, Sections 1500-1508. The purpose of the proposed ILHS-HAA Project is to improve the efficiency of the airspace using satellite-based navigation technology called Area Navigation (RNAV). The FAA has not made any decisions about the Final EA content.

SUPPLEMENTARY INFORMATION:

General Study Area

Using helicopter radar data for the EA Study Airports and Heliports along with the preliminary proposed design changes, the FAA has identified a General Study Area in which changes to helicopter routing would occur as a result of the Proposed Action. The General Study Area will be used to evaluate and compare the potential impacts of the Proposed Action and at least one alternative (the No Action alternative). This evaluation will occur where helicopters are anticipated to be at altitudes below 5,000 feet above ground level (AGL) under the Proposed Action or the No Action alternative.

Existing and proposed helicopter air traffic procedures for the airspace above and near the EA Study Airports and Heliports will be evaluated in the EA. RNAV design criteria and guidance have been regularly updated as experience has been gained in the design and use of helicopter-specific RNAV procedures. The en route procedures serving the EA Study Airports and Heliports in the General Study Area would increase the efficient use of the airspace to the benefit of pilots, controllers, and the general public.

Proposed Action

The EA is expected to evaluate at least two alternatives, the No Action alternative and the proposed ILHS-HAA alternative (the Proposed Action). The FAA has not finalized the Proposed Action at this time. The Proposed Action as it is currently being configured consists of establishing RNAV helicopter routes within the airspace into and out of the EA Study Airports and Heliports. The primary components of the proposed ILHS-HAA involve:

Establishing Updated En Route Flight Procedures and/or Fixes/Waypoints to/from the EA Study Airports and Heliports.

Helicopters departing from the EA Study Airports and Heliports would transition to air traffic procedures using optimized routes based on RNAV technology. "Fixes" and "waypoints" are geographical positions determined by reference to one or more radio navigational aids, or by some other means such as satellite navigation.

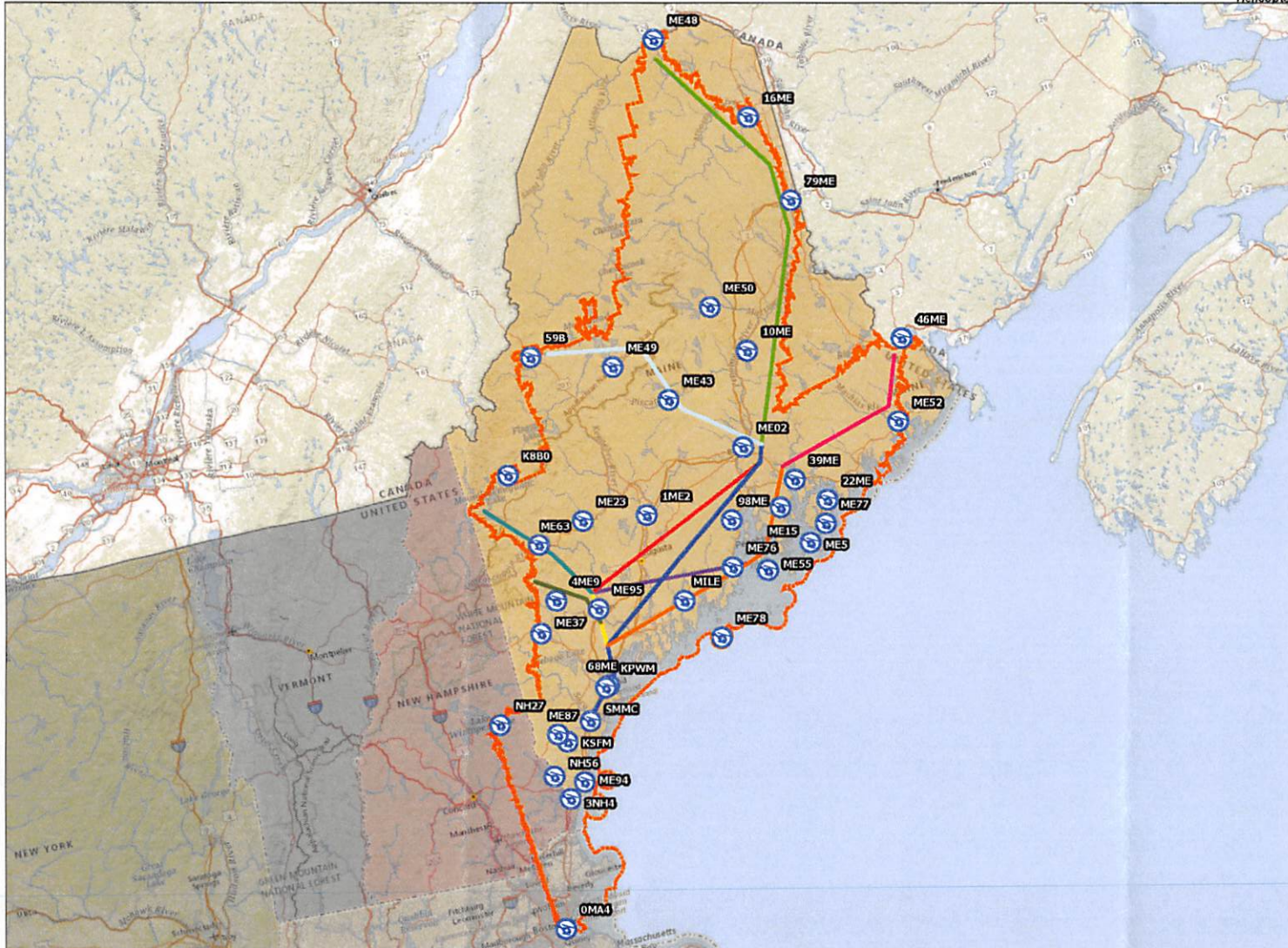
Implementation of the proposed ILHS-HAA Project is not anticipated to increase the number of helicopter operations at the EA Study Airports and Heliports and would not involve ground disturbance or physical construction of any facilities.

PUBLIC WORKSHOPS:

The FAA intends to hold public workshops following publication of the Draft EA at a later date. The FAA will provide public notice of the public workshops and the availability of the Draft EA when appropriate to disclose the draft results of the FAA's analysis.

FOR FURTHER INFORMATION CONTACT:

Attn: ILHS-HAA Project
FAA New England Regional Office
1200 District Avenue
Burlington, MA 01803-5299
E-mail: 9-ANE-LoMDraftEA@faa.gov



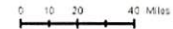
LEGEND

- Heliports
- General Study Area
- Proposed ZK Helicopter Routes (various colors)
- Maine
- Massachusetts
- New Hampshire
- New York
- Vermont
- US State Tiger Line Boundary

Notes:

- Airport/Heliport Identifier and Name:
- SMMC - Southern Maine Health Care SMMC Helipad
 - ME23 - Franklin Memorial Hospital Heliport
 - ME15 - Blue Hill Memorial Hospital Heliport
 - MILE - Lincoln Health Miles Campus
 - 98ME - Waldo County General Hospital Heliport
 - 79ME - Houlton Regional Hospital Heliport
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 - ME37 - Bridgton Hospital Heliport
 - ME43 - Northern Light Mayo Hospital Heliport
 - ME48 - Northern Maine Medical Center Heliport
 - ME49 - C A Dean Memorial Hospital Heliport
 - ME5 - Banks Airport
 - ME50 - Millinocket Regional Heliport
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 - ME63 - Rumford Community Hospital Heliport
 - ME76 - Penobscot Bay Medical Center Heliport
 - ME77 - Cranberry Isles Heliport
 - ME78 - Montserrat Island Heliport
 - ME87 - Southern Maine Health Care/Sanford Heliport
 - ME94 - York Hospital Heliport
 - ME95 - CMMC Air Ambulance Landing Site Heliport
 - NH27 - Huggins Hospital Heliport
 - NH56 - Wentworth-Douglass Hospital Heliport

Projection: GCS North American 1983
Scale: 1:2,631,123



Sources: USGS The National Map, National Boundaries Dataset, National Elevation Dataset, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; U.S. Census Bureau - TIGER/Line, HERE Road Data; Federal Aviation Administration, NPDC, Airport and Heliport Locations; Prepared by ATAC Corporation, August 2022

ILHS-HAA Environmental Assessment

General Study Area

DRAFT

August 2022

MITCHELL MUNICIPAL GROUP, P.A.

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246
www.mitchellmunicipalgroup.com

WALTER L. MITCHELL
LAURA A. SPECTOR-MORGAN
NAOMI N. BUTTERFIELD
JOSEPH H. DRISCOLL, IV

TELEPHONE (603) 524-3885

September 12, 2022

VIA EMAIL

Thomas J. Donovan, Esquire
Charitable Trusts Unit
New Hampshire Department of Justice
33 Capitol Street | Concord, NH 03301

Re: Town of Exeter - Swasey Parkway

Dear Tom:

Some months ago, in connection with the Town of Exeter and its desire to make a change to the roadway within Swasey Park, you sent me a treatise entitled "Colonial Parkway Context: History of the American Parkway Movement, National Park Service Design and Historic Preservation Contexts."

I waited to find blocks of extended, quiet time (which as you know is sometimes difficult to find and hold onto), so that I could carefully consider whatever issues it raises or guidance it provides.

Having now finished that review, I would like to discuss the Exeter issues, and our draft petition, with you further. I hope we can arrange to do that within the next week.

However, I start with a note that while I found the history and background of the American Parkway Movement to be fascinating, in the end I did not find much of what is in the treatise to be directly applicable to, or guidance for, the Exeter/Swasey property.

I don't doubt that Mr. Swasey had knowledge of and an interest in the Parkway Movement. However, as demonstrated in the treatise, the Parkway Movement had as a basic premise the connecting together of different large natural, open areas or parklands that, in the most well-known examples, were often 20, 40 or even 50 miles apart. The creators of those parkways had a goal of drawing segments of the population from one such area to another, to facilitate the enjoyment of nature.

The purpose and function of the Swasey road is, and has always been in many ways different. It really has never gone anywhere, and was never intended to go anywhere, except to get people into the park land and to its river front. The road starts near the downtown end of Newfields Road, and runs somewhat parallel to that road for just 2600 feet, connecting again with Newfields Road at the park's northerly end.

Thomas J. Donovan, Esquire
September 1, 2022
Page Two

At the time of design and construction, the road through the park was not intended to connect to anything, because at that time there really was not much in that corner of Exeter. In fact, it wasn't until more than 25 years later that what we now know as Route 101 was first proposed, eventually spurring greater development further out from the downtown area.

Increased development and the attraction of nearby limited access highways may be a benefit to municipalities in a number of ways, but it certainly has not been of benefit when it comes to the roadway through Swasey Park. Ironically, what has happened over the years on this small section of roadway is similar to what was experienced on the true parkways described in the treatise: motor vehicles became more plentiful, larger and moved much faster. As described in that treatise, in many locations the response to those factors was to change the roadway to accommodate even more and faster traffic. The original beautifully designed curves in the true parkways were straightened and widened and bridges and overpasses were widened, often at the expense of the original architectural features and the abutting planted areas and park land.

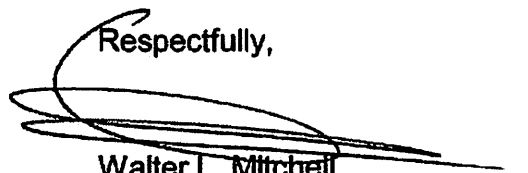
That is not what we want for Exeter.

The Swasey park land, as designed and as it still exists, provides a beautiful exposure to nature and its river views for Exeter's citizens.

The increased and increasing speed and usage on this roadway creates increasing safety issues, and detracts from that experience. If left unaddressed, it will do nothing but get worse. The town's requested solution, as supported by almost 2/3 of the town's voters at its 2022 Annual Town Meeting, is the wisest and the most consistent with what must have been Mr. Swasey's basic goal for the roadway: to continue providing safe and enjoyable access to this beautiful pocket of park land, while eliminating the risks created by those who presently appreciate the road only as a speedy way to get to the even speedier Route 101.

I look forward to discussing this with you further in the near future.

Respectfully,



Walter L. Mitchell
walter@mitchellmunigroup.com

WLM/tam

cc: Board of Selectboard

STATE

NH approves electricity bill aid as price surges: Here's income rules, how to apply

Holly Ramer Associated Press

Published 7:36 a.m. ET Sept. 16, 2022

CONCORD — New Hampshire lawmakers on Thursday approved emergency aid for those residents hardest hit by drastically higher electric bills.

The proposal passed by the House and Senate scales back the plan proposed by Gov. Chris Sununu in June to use \$60 million in surplus money to give all ratepayers a \$100 automatic credit. Instead, lawmakers targeted \$35 million to those earning from 60% to 75% of the state's median income, which is \$75,000 to \$93,000 per year for a family of four.

Those who are eligible and apply will get \$200 credits on their electric bills and \$450 for heating assistance. Residents with incomes below that threshold already are eligible for other funds.

In Portsmouth: Historic downtown mansion getting big upgrade. Here's what it will look like.

Rep. Marjorie Smith, D-Durham, said she would prefer a longer-term solution that addresses energy production and delivery, "but today we have a short-term Band Aid before us."

"This is one step, and the next step and the step after that will be taken by the next legislature," she said. "But to not take the first step today would be to deny a modicum of relief to people who desperately need it."

Previous reporting: Electric prices set to double in New Hampshire, driven by rising price of natural gas

How much are bills going up? How do I apply for aid in NH?

Electric bills are jumping by about 50%, in part because utilities are passing along higher supply costs driven by the global market for natural gas.

New Hampshire residents can learn more about the fuel and electricity aid and apply at energy.nh.gov/consumers/help-energy-and-utility-bills/fuel-assistance-program.

"We can debate the causes of it all day long," said Sen. Jeb Bradley, R-Woleboro. "What we can't debate is the fact that hard working New Hampshire families are struggling and need help."

Looking for relief: How to shop for cheaper electricity in New Hampshire with bills doubling

Sununu said the legislation differs from what he proposed but is nonetheless "a big win."

"New Hampshire just delivered the largest energy relief package this state has ever seen, helping families in need this winter," he said. "Thanks to strong fiscal management, New Hampshire is able to invest state-surplus funds to help families get through this winter."

Commentary: New Hampshire's 1970s-era energy policy is costing Granite Staters

Lawmakers had to suspend the rules to consider the last-minute legislation on a day reserved for taking up eight bills vetoed by Sununu earlier in the year. Lawmakers failed to override any of the vetoes.

2022 HOUSEHOLD HAZARDOUS WASTE COLLECTION

Saturday, October 15 8 AM - 12 PM Exeter Public Works Garage, Newfields Road (RT 85)

COLLECTING FOR EXETER, STRATHAM, NEWFIELDS, EAST KINGSTON, EPPING, SEABROOK & SOUTH HAMPTON RESIDENTS ONLY

We can take waste from your:



House

Rechargeable batteries, metal polish, photo chemicals, drain & oven cleaners, furniture polish, mercury thermometers and compact fluorescent light bulbs



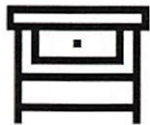
Garage

Motor oil, auto batteries, antifreeze, wax & polish, brake fluid, engine degreasers, asbestos (wetted and double bagged), and carburetor cleaner



Shed

Pesticides, insect sprays, rodent killers, pool chemicals, muriatic acid, no-pest strips, lead sinkers, flashing, and creosote



Workbench

Rust remover, wood preservatives, mercury, paint thinners, oil-based paints, solvents, degreasers



-Sponsored by the Towns of Exeter (778-0591), Stratham (772-4741), Newfields (772-5070), East Kingston, Epping (642-8406), Seabrook (474-9771), & South Hampton



-Organized by Rockingham Planning Commission (778-0885)



-For more info call the listed phone numbers or email: email@therpc.org
-Icon credits: flaticon.com

2022 HHW COLLECTION REQUIREMENTS

- Online registration is required to participate
- Select a 30 minute drop off window
- A flat user fee of \$15 will be charged to offset the costs of collection
- Please continue to social distance from volunteers
- You do not need to leave your car

Register for the HHW at:

<https://publicinput.com/ExeterHHW2022>

HOW MUCH WASTE CAN I BRING?

Due to high demand we must limit the amount of waste for each household. A general guideline of 10 gallons of liquid waste or up to 20 pounds of non liquid materials may be disposed of by each household. In general your waste should fit in two 5 gallon buckets or a 2 foot by 3 foot box.

NOT ALLOWED

The following wastes cannot be accepted:

- Latex paint (not hazardous)
- Alkaline batteries (not hazardous)
- Electronics
- Gas cylinders
- Explosive materials
- Ammunition
- Radioactive materials
- Infectious and biological wastes
- Prescription medicines/syringes
- Esters
- Unknown materials