

Select Board Meeting
Monday, June 5th, 2023, 6:30 pm
Nowak Room, Town Offices
10 Front Street, Exeter, NH 03833

Virtual Meetings can be watched on Ch 22 or Ch 98 and YouTube.

To access the meeting, click this link: <https://us02web.zoom.us/j/88245032400>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 882 4503 2400

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

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

More instructions for how to access the meeting can be found here: <https://www.exeternh.gov/townmanager/virtual-town-meetings>

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

AGENDA

1. Call Meeting to Order
2. Non-Public Session
3. Public Comment
4. Proclamations/Recognitions
 - a. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: May 22nd, 2023
6. Appointments
7. Discussion/Action Items
 - a. Representative Debra Altschiller re: Legislative Update
 - b. Single Use Plastics Ordinance Discussion
 - c. Raynes Farm Lease Agreement Renewal
 - d. Carlisle Conservation Deed
 - e. Squamscott River Siphons Project Update
 - f. Linden Street Bridge Engineering Contract
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: 6/2/23 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

Proclamations - Recognitions



Russ Dean <rdean@exeternh.gov>

Fwd: Congratulations on your MMC Designation

Andie Kohler <akohler@exeternh.gov>

Wed, May 24, 2023 at 2:07 PM

To: Russ Dean <rdean@exeternh.gov>, Pam McElroy <pmcelroy@exeternh.gov>, Melissa Roy <mroy@exeternh.gov>

*Thanks
Andie*

*Andrea J. Kohler, CTC, CMC
Seacoast Regional Co-Chair
Exeter Town Clerk
10 Front Street
Exeter, NH 03833*

*Phone: 603-773-6105
Fax: 603-418-6424
Email: akohler@exeternh.gov*

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

From: **Kellie Siggson** <kellie@iimc.com>
Date: Wed, May 24, 2023 at 2:06 PM
Subject: Congratulations on your MMC Designation
To: akohler@exeternh.gov <akohler@exeternh.gov>



05/02/2023

Dear Andrea J. Kohler, MMC:

Congratulations! It is my pleasure to inform you that you have fulfilled all the requirements of the Master Municipal Clerk (MMC) Program of the International Institute of Municipal Clerks (IIMC) and have earned your MMC designation. Your certification package is currently in the creation phase. Education and Membership Assistant, Iris Hill will be updating you on the status of your shipment soon. Should you have any questions please reach out to Iris at iris@iimc.com.

The MMC is more than a pin, a certificate and three letters at the end of your name. It is a declaration that you are proficient in your important position and that you have demonstrated mastery of administrative skills critical to good government.

Please don't hesitate to reach out to me at kellie@iimc.com if you have any questions.

I extend my warmest congratulations to you and wish you all the best in your professional endeavors.

Kellie Siggson
Certification Manager
IIMC Education Department

Minutes

Select Board Meeting
Monday May 22, 2023
6:50 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Julie Gilman, Dan Chartrand, Nancy Belanger, Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:50 PM.

The Board went downstairs to the Wheelwright Room for an interview.

2. Board Interviews

- a. James Darden Rives for the Budget Recommendations Committee

The Board reconvened in the Nowak Room at 7:02 PM.

3. Public Comment

- a. Gerry Hamel of 12 Oaklands expressed concern about motorized vehicles on Swasey Parkway. He heard at previous meetings that the Parkway will allow non-motorized vehicles only except for maintenance and emergency vehicles. He would like a copy of the relevant RSA to see where it says we can bring vehicles into a closed area like this. Also, RSA 79-E was supposed to be a vehicle to spur investment in the town, but we always have development in the area. The Economic Development Director gave a long list of things going on in Exeter at the last meeting, and when he was asked if there would be more restaurants downtown, he said no, there's no place for one. We should be looking into what we're losing on a taxable basis. The downtown is doing quite well so we should sunset 79-E because it's not needed in Exeter.
- b. Don Clement of Thelma Drive, who was attending remotely via Zoom, said that last week the Board granted 79-E tax relief to two buildings downtown, but he doesn't believe the spirit of the statute was met. 10 years ago he was an advocate for 79-E. Now, the 79-E concept is being slightly abused. We're granting exemptions to projects already underway which would have happened without 79-E approval. We're rewarding, not incentivizing.

4. Proclamations/Recognitions

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

5. Approval of Minutes

- a. Regular Meeting: May 15, 2023

MOTION: Ms. Belanger moved to approve the minutes of May 15, 2023 as presented. Ms. Gilman seconded. The motion passed 5-0.

6. Appointments

MOTION: Ms. Belanger moved to appoint James Darden Rives to the Budget Recommendations Committee. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to accept the resignation of David Mirsky from the Zoning Board of Adjustment. Ms. Cowan seconded. The motion passed 5-0.

7. Discussion/Action Items

a. Squamscott River Siphons Project Financing Plan

Mr. Dean said the gross cost of the sewer siphons project is now \$7.7M. There are several approved funding sources: a \$1.6M SRF loan approved at the 2020 town meeting, \$180,000 in State ARPA Funds, \$600,000 in Federal Congressional Direct Spending Funds, \$420,000 in local ARPA funds, \$500,000 in additional local ARPA funds, and \$2.1M in Sewer Reserve Funds that were approved by the Select Board. Since the approval of the second local ARPA fund allocation of \$500,000 and the Sewer Reserves allocation of \$2.1M, the town has received notice from DES that up to \$5.3M in additional SRF funding would be available as needed. For the SRF funding, we would amend the loan agreement for \$1.6M already in place, but special Town Meeting approval is also needed for the additional SRF amounts.

There are four funding options we're proposing. Option #1 would not use any of the second allocation of local ARPA funds or the Sewer Reserves, but it would incorporate the \$113,986 in local ARPA funds already spent. With this option, the SRF loan amount would be \$5,206,014. Option #2 would additionally include the local ARPA funds of \$420,000, so the SRF loan would be \$4.9M. Option #3 would use half of the second allocation of ARPA funds, \$250,000, and \$650,000 of Sewer Reserves, so the SRF would be \$4M. For Option #4, all funding sources identified are included, with the \$2.1M Sewer Reserves. With this option, the SRF would be \$2.3M.

Mr. Dean said we recommend an option that uses less of the Sewer Reserves and ARPA funds. We can use SRF funds at a favorable interest rate, which would assist in maintaining a more stable sewer rate.

Mr. Chartrand asked the interest rate. Mr. Dean said we're contemplating keeping the 10 year loan at 2%. Going to a 15 year would mean a higher interest rate and more interest total. He added that we may get 10% debt forgiveness through the SRF program.

Mr. Papakonstantis said option 2 returns the ARPA money and Sewer Fund reserves. This is a job that needs to get done and we need a 60% favorable vote, so would \$4M look better on the ballot than \$4.9M? It would show the voters we're using other resources that we have.

Mr. Chartrand said the easiest option would be #4.

Ms. Cowan asked if we could put the options on the ballot. Mr. Dean said we need to use the article language as prescribed by statute, but the amount could be amended at Deliberative Session.

Don Clement of Thelma Drive, who was remote via Zoom, asked how much money the voters authorized for the siphon project to date. Mr. Dean said \$1.6M. Mr. Chartrand said there was a \$1.6M original SRF loan approved at the 2020 town meeting, plus \$180,000 in State ARPA funds, \$600,000 in Federal Congressional Direct Spending Funds, \$420,000 in local ARPA funds, \$500,000 in additional local ARPA funds, and \$2.1M in Sewer Reserves. The last two were just approved. Mr. Clement said the project went from \$1.6M to \$7.7M. Mr. Papakonstantis said the cost of the second siphon is \$2.3M. The \$4.9M now is because the SRF funding is now available, so we could return some or all of the ARPA and Sewer Reserve Fund.

Gerry Hamel said the original package was three barrels, two 10" and a 12". What are the sizes of the two barrels that they're going to do now? Mr. Dean said they are both 12".

Ms. Gilman said option 3 will keep more money in the Sewer Fund Reserves. Mr. Papakonstantis and Ms. Cowan agreed. Ms. Cowan suggested having further discussion at Deliberative Session.

Finance Director Corey Stevens said he agrees that option #3 makes the most sense. It would be nice not to have to spend the Sewer Reserves. Scaling back the ARPA gives the Board the flexibility to do something else with it.

Ms. Belanger asked where the loan forgiveness funds would go. Mr. Stevens said it gets applied to the first payments you make on the loan.

Mr. Chartrand asked about the current level of the Sewer Reserve Fund. Mr. Stevens said it's just over \$6M, but we have a \$3M+ payment at the end of the year for the Wastewater Treatment Plant which comes out of the reserve. Mr. Chartrand said there would only be \$900,000 in the fund after that, which is tighter than he thought. He'd rather have the SRF in the \$3.5 to \$4M range, rather than option #3. Mr. Papakonstantis said that would mean adding another \$500,000 of Sewer Reserves. Mr. Chartrand said that would leave just under \$2M in the reserves after the end of year payment. Mr. Dean asked if the Board was comfortable with a \$250,000 reduction in the ARPA funds, and Mr. Papakonstantis said yes.

Ms. Belanger asked what we have left for ARPA. Mr. Dean said after the \$500,000 authorization, we had \$236,000 left.

Mr. Chartrand suggested "option #3A," using \$1.15M from Sewer Reserves. The Board agreed.

MOTION: Ms. Belanger moved to approve the Siphon Project financing plan under option #3A, which adopts option #3 in our packet but with an additional \$500,000 from the Sewer Fund Reserve for a total amount of \$1.15 M which would bring the amount of SRF needed to \$3.5M. Ms. Cowan seconded. The motion passed 5-0.

Mr. Dean said we received a memo from Paul Vlasich regarding the drilling as of May 18, they are progressing without major issues. As of today [May 22], they've completed 400 feet, about halfway across. Things seem to be going well.

b. Town Hall Chairs

Mr. Chartrand recused himself from the discussion.

Scott Ruffner of the Arts & Culture Advisory Commission was present to discuss the chair proposal. Mr. Ruffner said we're looking to purchase 240 chairs, in 60 4-packs, for a total of \$7,198.80. We'll continue to raise funds from the community. We have \$3,810 raised, which met our goal to raise half of the funds. The chair dollies are currently out of stock until mid-July. The Arts & Culture Commission recommended purchasing the chairs and starting with the additional fundraising through the sale of the older chairs. We can purchase the dollies when they become available. There's not much going on at Town Hall this summer, which gives us time.

Ms. Gilman said she received a letter from a resident who wondered if we should also be ordering chairs for 10 Hampton Road for a larger reduction. Mr. Ruffner said there would be no reduction in price. Mr. Bisson said we don't need them for 10 Hampton Road, as we have 75 chairs already.

Ms. Belanger said she wants to get enough dollies for all the chairs we're buying. Mr. Ruffner said it would be 4 dollies. Ms. Belanger said we also want to make sure that the dollies will fit in the elevator.

Mr. Papakonstantis said the difference could come from the Town Hall Revolving Fund. Mr. Ruffner said there will also be additional fundraising from the old chairs, \$100 per chair if they're in good condition.

MOTION: Ms. Belanger moved to accept the donations from the following to be contributed towards the purchase of the Town Hall Chairs: Water Street Bookstore \$1,000, Kiwanis Club \$1,000, Pine Street Players \$500, Exeter LitFest \$360, Nancy Phillips and Elliot Berkowitz \$250, TEAM \$100, Ruffner Real Estate \$100, Vino e Vivo \$100, Exonian Properties LLC \$100, Exeter Station Properties LLC \$100, Bay State Financial \$100, and the Word Barn \$100. Ms. Gilman seconded. Mr. Chartrand was recused and did not vote. The motion passed 4-0.

MOTION: Ms. Belanger moved to approve spending \$5,709 from the Town Hall Revolving Fund to go towards the purchase of chairs for Town Hall and chair dollies to hold the chairs. Ms. Gilman seconded. Mr. Chartrand was recused and did not vote. The motion passed 4-0.

c. Parks/Recreation Micro Grant

Greg Bisson said we learned of a grant opportunity from Darren Winham. The Economic Development Group has a microgrant for events or projects that would impact the community. They awarded us \$1,500 to start a children's showcase this summer, with three great musicians and a magician to cap it off. It would be a \$3,000 cost, with the \$1500 offset. We're looking to do it outdoors but

we have a rain site in Town Hall. He added that an intern raised enough money to pay for all of it.

MOTION: Ms. Belanger moved to accept the grant offered by the Seacoast Regional Collaborative Economic Development Region in the amount of \$1,500 to be used by Parks and Rec for the Exeter VIBE summer music series. Ms. Gilman seconded. The motion passed 5-0.

d. Tax Deeds

Mr. Dean said the Board received a list of the properties on the tax deed list. There will be a notice from the Tax Collector's office to the property owners with intent to deed before we go to the deeding process.

Mr. Dean said regarding the memo on manufactured homes, there's a different process we're looking into where the town goes to small claims court. Newmarket does this and it's very successful. They recover quite a few tax dollars doing that.

Mr. Chartrand asked if the owners of deeded properties were be contacted personally prior to this. Mr. Dean said he thinks previous contact was via mail.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to deny a tax abatement for 65/113 for the tax year 2022. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 104/80/1 in the amount of \$2,107.80 for the tax year 2021 and \$2,024.55 for the tax year 2022. Ms. Belanger seconded. The motion passed 5-0.

b. Permits & Approvals

Greg Bisson said he's looking for permission to purchase four security cameras for the tennis courts. Staff will be able to monitor the courts, and we can also livestream them so that residents can see if the courts are being used. It will allow us to identify any vandalism or independent contractors teaching lessons there. We have our own instructors and the contractors are making money on fields that we own. The biggest issue with the independent contractors is our liability, we would need a certificate of insurance.

Mr. Papakonstantis asked what would be left in the Rec Revolving Fund. Ms. Roy said it changes on a day-to-day basis, but we have enough, around \$180,000.

Mr. Bisson said these cameras will be solar powered.

MOTION: Ms. Belanger moved to allow Parks and Recreation to expend no more than \$6,800 from the Recreation Revolving Fund on the necessary equipment for video monitoring of the courts with the assistance of the Town of Exeter IT Department. Ms. Gilman seconded. The motion passed 5-0.

- c. Town Manager's Report
 - i. Mr. Dean said for the Memorial Day parade, the Board should meet in the regular spot behind the FD at 9:30.
 - ii. He's exploring Omniballot options for the Special Town Meeting.
 - iii. There's a Health Trust Board meeting this Thursday.
 - iv. We're continuing work on the classification study.
 - v. The CIP work begins this week, and he's checking in with the different departments.
 - vi. There have been some vandalism problems in the public restrooms at Town Hall. We do have cameras so we're looking into what happened. We're limiting the number of hours by closing them at 7PM.
 - vii. The Perambulation with Kensington is this Wednesday at 9 AM at Kensington Town Hall.

- d. Select Board Committee Reports
 - i. Ms. Belanger had no report. She thanked the DPW for running a good Zoom meeting for Westside Drive. She added that the Parks and Rec Senior BBQ is this Thursday.
 - ii. Ms. Gilman had no report.
 - iii. Ms. Cowan had no report.
 - iv. Mr. Chartrand had no report.
 - v. Mr. Papakonstantis attended a Swasey Park Trustees meeting. He gave them an update on the Siphons project. They're planning a site walk for their next meeting in June. As an update on the Tree Committee grant, the trees will be planted at LSS on June 7 after school.

- e. Correspondence
 - i. A memo from Greg Bisson on the Pickleball and Tennis programs.
 - ii. A memo from the Exeter Community Power Aggregation Committee to the NH Public Utilities Commission asking them to incorporate net metered customers.
 - iii. A copy of the letter that the Board authorized Mr. Papakonstantis to write regarding the AARP grant.
 - iv. NHMA Legislative Bulletin
 - v. A letter from the NH Municipal Bond bank, informing us that the loan application for 20 years is approved.
 - vi. A letter of appreciation from Big Brothers Big Sisters.

9. Review Board Calendar

- a. The next meetings are June 5, 12, and 26.

10. Non-Public Session

MOTION: Ms. Belanger moved to enter into non-public session under RSA 91-A311(c). Ms. Gilman seconded. In a roll call vote, the motion passed 5-0. The meeting entered non-public at 8:14 PM.

11. Adjournment. Selectman Chartrand moved to seal the non-public minutes indefinitely. Selectwoman Belanger seconded. The motion passed 5-0. Selectwoman Belanger moved to adjourn the regular meeting. Selectwoman Gilman seconded. The motion passed 5-0. The meeting adjourned at 8:45 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments

Representative Debra Altschiller re: Legislative Update

Single Use Plastics Ordinance Discussion



TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date: June 1, 2023
To: Russ Dean, Town Manager & Exeter Select Board Members
From: Kristen Murphy, Conservation & Sustainability Planner
Re: Single-Use Plastics Policy Town Ordinance Implementation

In coordination with the Sustainability Advisory Committee, based upon prior comments received by Exeter Parks and Recreation and the Select Board, I offer the following recommendations on implementation of Town Ordinance 24.0 in order to meet the purpose, as defined within the ordinance. These recommendations have been separated into 3 categories: Awareness, Process, and Oversight.

Awareness:

To ensure those affected are adequately informed of this ordinance, we will take the following steps:

- Town webpage viewable [HERE](#) for the Single Use Plastic Ordinance will be updated to include a link to the text of the ordinance and resources for product alternatives.
- Share the attached Notice of Ordinance Adoption memo to all town event permittees from 2018-2023 as tracked by Exeter Parks Department as well as all Department heads. Include a copy of the 1-page ordinance overview document.
- Post notice on Town Facebook Pages and Town website
- Article in Exeter Newsletter

Process:

- Amend Select Board event permit application and Heath Office Event Coordinator and Vendor permits to include reference to Town Ordinance & 1-pager (see attached draft applications) and acknowledgement of adherence upon signing.
- All permit processing will continue to follow the same process as before.

Oversight:

The intention of this ordinance is to encourage plastic reduction through awareness and connection to sources for alternative products.

- Should there be reports of non-compliance for vendors:
 - prior to 12/31/23: I will inform the reporting party of the allowance to use up remaining inventory and contact the vendor to ensure they are aware of the transition timeline and product resources.

- after 12/31/23 (first report): I will contact the vendor to ensure they are aware of the ordinance & resources for alternative products, and seek to determine cause for non-compliance. If sourcing product is the cause, I will assist with finding alternative products and document the report.
- after 12/31/23 (2nd report): in addition to contacting the vendor, I will issue a warning letter informing them of the 2nd report
- All 2nd reports of non-compliance letters will be provided to the Select Board and the Health Officer and will be considered a violation of any presently held vending permits.
- Non-compliance among town staff will be discussed with the Town manager to determine the best resolution.

We believe this approach upholds the intent of the ordinance to reduce the distribution of single plastic food service product while prioritizing education over penalties. I am requesting an opportunity to present this information to the Select Board on May 15th. Please find attached, a copy of the draft application materials for your consideration.

Thank You.

enc (4)



TOWN OF EXETER

Planning and Building Department

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www.exeternh.gov

Date: June __, 2023
To: Town of Exeter Vendors/Permittees and Staff
From: Kristen Murphy, Conservation & Sustainability Planner
Re: Single-Use Plastics Policy Town Ordinance

March 2023, the voters of Exeter approved a citizen's petition to adopt an ordinance limiting the distribution of single disposable plastic items at any town facility, town property, town-managed or sponsored event, or activity authorized through special permits issued under the authority of the Select board. As a former permittee for town events or a town employee, I wanted to inform you of its adoption, and offer my assistance in addressing questions or sourcing alternative products.

The ordinance prohibits the distribution of single use plastic bags, plastic food service products and polystyrene containers. The ordinance does afford exceptions for reusable bags, compostable food service products, packaging required for food safety (ex: wrapping around meats, seafood, etc.), and for circumstances where alternatives to prohibited items do not exist. The ordinance allows vendors and staff to distribute remaining inventory through 12/31/23, exempts emergency responders & human service non-profit groups, does not affect plastic containers brought by staff/customers themselves, and identifies a transition process for Exeter Parks and Recreation Department. See attached 1-page overview.

Upon any reports of non-compliance to me, I will attempt to better understand the circumstances and assist with identifying plastic-free alternatives if needed. The Select Board will be notified under circumstances of repeated violations and will consider continued non-compliance a violation of existing permits and grounds for denial of a future permit. Non-compliance among town staff will be shared with the Town manager to determine the best resolution.

A copy of the full ordinance and alternative product resources can be found on the Town's website at: bit.ly/3ow5qrx.

Please feel free to reach out, should you have any questions.

Kristen Murphy
Conservation and Sustainability Planner
kmurphy@exeternh.gov (603) 418-6452



TOWN OF EXETER

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Special Event Application

The Town of Exeter requires licensing for all Special Events where the Select Board is the licensing authority.

Return all Special Event applications to Exeter Parks and Recreation, at 32 Court Street, Exeter NH.

For information or questions concerning the application call 603-773-6151 or email nbugbee@exeternh.gov

Special Event License (Reference RSA 286 1-5, Town Ordinance Chapter 807)

Please note: Application must be received by the Parks and Recreation Office at least 14 business days prior to event and at least 30 business days prior to event if food will be distributed/sold

TYPE OF EVENT

- Special Event Road/Bike Race Parade Protest/Rally Fireworks

LOCATION OF SPECIAL EVENT

- Town Hall Bandstand Art Gallery Swasey Parkway Senior Center
- Town Hall Upstairs Back Rm Town Hall Small Front Green Rm Founders Park Swasey Pavilion Townhouse Common
- Parks/Rec Property

Organization Name: _____

Organization Address: _____

Event Representative Name: _____

Event Representative Title: _____ Phone _____

Day of Contact Name: _____ Day of Contact Phone # _____

Event Representative Email: _____

Please Check One: Are you a Exeter, Non-Profit Group: Yes _____

Are you a Non-Exeter, Non-Profit Group: Yes _____

Are you a Exeter For Profit Group: Yes _____

Are you a Non-Exeter For Profit Group: Yes _____

EVENT DETAILS

Date of Event: _____

Start Time: _____ End Time: _____

Name of Event: _____

Number of Anticipated Attendees (Including Volunteers and Staff): _____

Describe the Proposed Event: _____

Is your event using promotional signage around the Town of Exeter? Yes No If yes, prior approval is required

Blocking Off Road(s): Yes No If yes, which one(s) _____

of Parking Spaces: _____ Locations: _____



Special Event Application

WILL YOUR EVENT INVOLVE ANY OF THE FOLLOWING? (Please check all that apply)

Food/Beverage/Concessions/Vendors/sales (inspection by Health Officer) Yes No

Alcoholic Beverages Served Yes No

State Liquor Permit Received Yes No Date Rcvd: _____

Town Liquor Permit Approved Yes No Date Rcvd: _____

I recognize this activity is bound by the responsibilities/obligations for all applicable Town Ordinances. Yes No

Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance) Yes No

Propane/Charcoal BBQ grills (inspection by Health Officer) Yes No

Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector) Yes No

Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire Department) Yes No

Tents/canopies If so, list quantity and size Yes No # & Size _____

Animals at the event. If so, describe Yes No _____

Motorized Vehicles. If so, describe Yes No _____

ADDITIONAL DOCUMENTATION NEEDED TO COMPLETE/ATTACH TO PERMIT APPLICATION

All applicants for Special Events need to provide **WRITTEN ANSWERS TO THE QUESTIONS BELOW.**

1. **Site Plan:** Please attach a drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).

2. **Security/Crowd Control Plan:** Describe how you plan to manage event goers while not surpassing the maximum seating capacity of indoor events or how you will secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.

3. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.



Special Event Application

4. Fire Emergency Plan: The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.

5. Ambulance/ Medical Service Plan: Detail the on-site emergency medical services and transportation plan.

6. Ticket Distribution Plan: Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

7. Sanitary Facilities Plan: A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.

8. Food Service Plan: A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. Please list what types of food will be served and where it will be served within the facility. *Note: 2023 Adoption of Town Ordinance 24.0 relative to the distribution of Single Use Plastic food service items.*

9. Special Duty Service Fees: The application fee does not include the cost of Fire or Police protection/detail, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

After the event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.

10. Liability Insurance Required: Certificate of Insurance and endorsement/provisions to be submitted with completed application. Required Amounts: General Liability/Bodily Injury/Property Damage: \$1,000,000 per occurrence, \$2,000,000 aggregate; **the Town of Exeter must be listed as additionally insured.**

11. A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.



Special Event Application

By signing below, I confirm that all information provided herein and in all attachments as true and accurate, acknowledge that this application will not be reviewed by the Recreation Department until considered complete by Town review staff, and state that all liability for this event is assumed and accepted by the applicant.

Print Name _____ Organization _____

Applicant Signature _____ Date _____

I also confirm that I am responsible for all costs incurred for this event including all special duty police, fire and health/safety services. **All services must be paid in full upon receipt of the invoice. If not paid in full, the Town will charge 2% interest per month.**

The Town may request/sue for legal expenses if the Town has to go to collections for unpaid amounts. I am responsible for all fees, which may include interest, attorney and court fees.

The Town reserves its rights to pursue all available legal remedies for damage to Town property or violation of any laws, rules or conditions applicable to use of Town property. In addition, such conduct may result in revocation of permission and/or denial of future requests for permission to use Town property.

It is understood that this is a temporary permit in which can be revoked, eliminated or extended due to the fluidity of COVID-19 and/or non-compliance.

Print Name _____

Applicant Signature _____ Date _____

Please make Checks payable to Exeter Parks & Recreation

FOR OFFICE USE ONLY

Cost For Event: \$ _____

Entered Into RecDesk: Yes No

Sent Invoice: Yes No

Received Insurance: Yes No

DEPARTMENT HEAD SIGNED OFF

Police Chief

Yes No

Via Email

Health Inspector

Yes No

Via Email

Fire

Yes No

Via Email

DPW

Yes No

Via Email

Parks & Rec

Yes No

Via Email



TOWN OF EXETER

20 COURT STREET • EXETER, NH • 03833 • (603) 773-6132 • FAX (603) 773-6128

www.exeternh.gov

Vendor Event Coordinator's Application for Food Services

Note: This activity is bound by the responsibilities/obligations of all Town Ordinances, including the 2023 adoption of Town Ordinance 24.0 relative to the distribution of single use plastic food service items on Town Property in associated with Town Permitted activities. Town ordinances are available on the Town's website.

EVENT COORDINATOR: Please fill out the application and list ALL food vendors participating in the event. This includes any person selling any prepared, prepackaged, or potentially hazardous foods that would normally require a food permit. This form must be received by the Health Dept. no later than ONE MONTH prior to the event.

NAME OF EVENT: _____

LOCATION OF EVENT: _____

DATE(S) & TIME(S) OF EVENT: _____

EVENT COORDINATOR: _____

ON-SITE COORDINATOR: _____

TELEPHONE NUMBERS COORDINATORS CAN BE REACHED: _____

DATE AND TIME OF SETUP: _____

Set up and inspection must occur before the vendor will be allowed to open

NUMBER OF FOOD VENDORS ATTENDING EVENT: _____

CHECK ITEMS SUPPLIED TO VENDORS:

ELECTRICITY___ GROUND COVER___ OVERHEAD COVER___ WATER___ HAND WASH
STATIONS/SOAP & PAPER TOWELS___ TRASH BARRELS___ TRASH DISPOSAL___ OTHER
WASTE DISPOSAL___ OTHER: _____

LIST ALL FOOD VENDORS: NAME/ADDRESS/PHONE NUMBER/EMAIL on reverse side of this form ATTACH A SITE MAP OF VENDOR LOCATIONS

Please call the Exeter Health Department at 603-773-6132 if you have any questions

VENDOR NAME ADDRESS PHONE NUMBER/EMAIL

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Attach additional sheets as needed.



TOWN OF EXETER

20 COURT STREET • EXETER, NH • 03833 • (603) 773-6132 • FAX (603) 773-6128

www.exeternh.gov

Vendor Temporary Food Service Application Form

APPLICATION MUST BE COMPLETE AND SUBMITTED to the Health Dept. 14 DAYS PRIOR TO EVENT

Note: This activity is bound by the responsibilities/obligations of all applicable Town Ordinances, including the 2023 adoption of Town Ordinance 24.0 relative to Single Use Plastic food service items. Town ordinances are available on the Town's website.

1. EVENT: _____

2. Applicant's Name: _____

3. Applicant's Add: _____

(street,city, state and zip)

Home Ph: _____ Cell/ Work Ph: _____ Email: _____

4. Person(s) in charge at food service site: _____

5. Event Location Address: _____

6. Beginning Date/time: _____ Ending Date/Time: _____

7. Licensed Facility Name for food prep/storage/unit cleaning: _____

Address: _____ License Number: _____

Preparation Begins: _____ Prep. Ends: _____

<u>FOOD ITEM</u>	<u>OFF-SITE PREP</u>	or	<u>ON-SITE PREP</u>
1.	1.		1.
2.	2.		2.
3.	3.		3.
4.	4.		4.

8. DESCRIBE:

Cold Holding Equipment: _____ Cooking Equipment: _____

Hot Holding Equipment: _____ Reheating Equipment: _____

Serving Equipment: _____

9. If food is transported to the food service site:

What is the length of time to transport? _____

How is food to be kept hot and/or cold? _____

10. Steam-type (0-220 F) Food thermometer available? Yes [] No [] -only if NOT cook/reheat/hot hold

11. Hand washing Facilities: Plumbed Sink [] OR Gravity Flow Container Spigot type []
Pump soap and paper towels

12. Sanitizing Solution Spray or Bucket: Bleach Water [] OR Other [] _____

13. Garbage Disposal: Cans [] OR Dumpsters []

14. REQUIREMENTS: Ground cover if not on hard surface required// Tent-overhead protection //Food stored 6 inches off ground// Extra utensils //gloves //chemical test strip kit

APPLICANT'S SIGNATURE: _____ DATE: _____

Attention: Exeter Vendors and Event Coordinators



If you receive a permit from the Town of Exeter for your event/activity on Town Property, Town Ordinance 24.00 applies to you.

Prohibited Items

Distribution of single-use plastic bags, food service products or Styrofoam containers

Exceptions

Reusable plastic woven bags, Compostable Products, Food Safety Packaging Materials, Items without Plastic-Free Alternatives, Items brought by customers

NOTE: 12 mo. grace period to use up remaining inventory

Oversight

- 1st report of non-compliance will be used as an opportunity to offer guidance to find alternative products
- 2nd report will be issued a letter of non-compliance
- 3rd report permittee could be refused a future permit

LOOKING FOR PLASTIC FREE PRODUCTS
OR FULL TEXT OF THE ORDINANCE?
SCAN THE QR CODE or visit:
bit.ly/3ow5qrx



Questions About the Policy?
Email: kmurphy@exeternh.gov

NOTE: THIS IS A GUIDANCE DOCUMENT ONLY, PLEASE SEE THE OFFICIAL TOWN ORDINANCE FOR FULL DETAILS



Raynes Farm Lease Agreement Renewal



TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date: May 17, 2023

To: Russ Dean and Exeter Select Board Members

From: Kristen Murphy, Conservation & Sustainability Planner

Re: Raynes Farm Lease

The Raynes Farm agricultural field is currently hayed by Darren Davis of Little Brook Farm in Exeter through a 5-year lease agreement. This agreement allows us to meet the deed requirement to keep the property in active agricultural use and provides a local farmer with feed for his cattle.

The terms of the lease allow for a 5-year automatic renewal upon agreement of both parties. The Davis family is interested in continuing the lease for another 5 years. The Conservation Commission discussed it at their last meeting and they too were supportive of the extension. They have been pleased with the flexibility of the farmer to time haying the land to minimize impact to grassland birds. During their meeting, the Conservation Commission voted unanimously to recommend the select board support the 5-year lease renewal. I will attend the meeting to answer any questions.

Thank You.

Carlisle Conservation Deed

**TOWN OF EXETER
PLANNING DEPARTMENT MEMORANDUM**

Date: June 1, 2023
To: Russ Dean, Town Manager and Exeter Select Board
From: Kristen Murphy, Conservation and Sustainability Planner
Subject: Carlisle Conservation Deed

Attached please find a copy of a conservation deed for 76 acres of conservation land for Select Board consideration of acceptance. This land was offered in association with the Carlisle 12 lot subdivision, off Watson Road (Planning Board Case PB Case 20-21).

The deed has been reviewed by the Conservation Commission at their May 9th monthly meeting at which time they voted unanimously to recommend acceptance of this parcel to the Select Board, subject to legal counsel review. The Town's legal counsel Laura Spector Morgan reviewed the document and provided comments. All comments have been addressed in the attached deed.

Suggested Motion:

Motion to accept the conservation deed as presented.

Upton & Hatfield, LLP
P.O. Box 1090
Concord, NH 03302-1090

THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.

DEED WITH CONSERVATION RESTRICTIONS

W. SCOTT CARLISLE, III of the Town of Exeter, County of Rockingham, State of New Hampshire, with a mailing address of 4 Cass Street, Exeter, New Hampshire 03833, (hereinafter referred to as the "Grantor," which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), for consideration, with QUITCLAIM covenants, grants in perpetuity, to the Town of Exeter, New Hampshire, a municipal corporation, situated in the County of Rockingham, State of New Hampshire, acting through its Conservation Commission, with a mailing address of 10 Front Street, Exeter New Hampshire 03833 (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), one certain parcel/area of unimproved land (herein referred to as the "Conserved Property" or "Property"),

All subject to certain perpetual CONSERVATION RESTRICTIONS described herein, which shall constitute conservation restrictions as described in RSA 477:45-47,

I. THE CONSERVED PROPERTY

The Conserved Property consists of one parcel/area of unimproved land of approximately 76 acres, situated on Watson Road, in the Town of Exeter, County of Rockingham, State of New Hampshire, being a portion of that parcel identified in the Town of Exeter tax records as Map 33, Lot 26, described on a "Subdivision Plan Tax Map 33 Lot 26 19 Watson Road, Exeter, NH" dated [t/b/d] prepared for Scott W. Carlisle III by Jones and Beach Engineers, Inc. that is to be recorded at the said Registry of Deeds at Plan # [t/b/d] and more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

II. PURPOSES

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

A. The protection of rare and endangered species of wildlife and their associated habitat established for conservation purposes, with the intent to maintain, in perpetuity, natural vegetation, soils, hydrology and habitat for New Hampshire threatened, endangered and wildlife species of special concern.

B. The protection of the natural habitat generally with a focus on wildlife habitat management. For the purposes of this instrument, "wildlife habitat management" shall include, but not be limited to, alteration of vegetation and soil and the placement of structures to provide habitat for a wide range of wildlife species with focus and priority for the habitat needs and benefit to State listed wildlife species.

C. The protection and conservation of open spaces, particularly the conservation of the productive forest land of which the Conserved Property consists and of the wildlife habitat thereon.

D. The scenic enjoyment of the general public viewing the Conserved Property and its undeveloped road frontage.

E. The preservation of the quality of ground water and surface water resources on and under the Conserved Property, particularly the wetlands located therein.

The above purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the Master Plan of the Town of Exeter and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

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

A. The Conserved Property shall be maintained in perpetuity as open space in its natural state without there being conducted thereon any residential, industrial or commercial activities, except for wildlife habitat management.

B. The Conserved Property shall not be subdivided.

C. Except as described in Section 3, no structure or improvement, including, but not

limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Conserved Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge or culvert may be constructed, placed, or introduced onto the Conserved Property only as necessary in the accomplishment of the conservation, habitat management, or noncommercial outdoor recreational uses of the Property and provided that they are not detrimental to the purposes of this instrument.

D. Existing trails can be maintained in their natural states (not expanded upon or improved) and must be and remain as depicted on site plan sheets, with the exception of installation of a footpath connection to a certain 20' open space access easement as shown on the Plan. Grantee will work with the NHFG to implement any modifications or closures recommended for the preservation of these species or their habitat. These trails shall be for passive recreation only (i.e., no ATV or snowmobile activity) as more specifically detailed in Section K below.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this instrument. No sign shall exceed in size that which is permitted by the zoning ordinance and no sign shall be artificially illuminated.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property. No rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.

H. The Property shall in no way be used to satisfy density or other requirements of any applicable zoning ordinance or land use regulation with respect to the development of other property.

I. Open space/conservation area boundaries shall be marked with placards at no less than 75' apart (adjust if needed based on site conditions). The Grantor shall be responsible for installing placards where the proposed lot abut the conservation land. Placards should serve as a reminder of protected area(s) with restrictions.

J. No rights-of-way or easements of ingress or egress of a third party shall be created or developed into, on, over, or across the Property, except those depicted on site plan sheets or of record as of the execution date of this instrument.

A. To ensure the purposes of this instrument are satisfied, the Grantee and NHFG reserve the right to post (in their sole discretion) a portion, or all, of the Conserved Property to prohibit public access should public access prove detrimental to the purposes of this instrument.

B. Except as set forth in Section K above, the Property shall not be posted against, and the Grantee shall keep access to and use of the Property open to the general public for non-motorized, non-wheeled, pedestrian, non-commercial, outdoor recreational and outdoor educational purposes, such as, but not limited to hiking, wildlife observation, and cross-country skiing, but not for camping.

C. During the development of the anticipated subdivision on and around the Conserved Property and upon its completion and into perpetuity, neither the Grantor nor the Grantee, shall cut nor remove timber from the Property, except in accordance with good forestry practices limited to removal of dead trees to address safety concerns or diseased trees under the advisement of a professional forester or for habitat management for rare wildlife species. Timber harvest for habitat management shall be coordinated with the New Hampshire Fish and Game Nongame and Endangered Wildlife Program or the agency than recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species.

D. Wetland buffer setbacks shall be observed according to local buffer requirements and wildlife habitat management activities shall not occur within wetland buffer setbacks.

E. There shall be no use of chemical herbicides or pesticides, except for wildlife habitat management and then only in coordination with the New Hampshire Fish and Game Nongame and Endangered Wildlife Program or the agency than recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species. Herbicides or pesticides are absolutely prohibited within wetlands or wetland buffer setbacks.

3. RESERVED RIGHTS

A. Grantor reserves the right to install and maintain stormwater management infrastructure on the Conserved Property as noted on the Plan within the Conserved Property.

B. This conveyance reserves a permanent easement to construct, install, upgrade, repair and maintain a ditch, drainage, stormwater management and related infrastructure as noted on the Plan within the Conserved Property (“the Drainage Easement”). The Grantor shall have the right to enter onto the Conserved Property with workers and machinery to do any work required or permitted within the area denoted for the Drainage Easement in furtherance of the purposes of this easement.

4. NOTIFICATION OF TRANSFER

A. The Grantee agrees to notify the Third-Party Holder (should the parties appoint one) in writing at least 30 days before the transfer of title to the Conserved Property.

B. The Grantee agrees to notify the Grantor in writing at least 30 days before the transfer of title to the Conserved Property.

5. BENEFITS, BURDENS, AND ACCESS

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

B. NHFG and its agents shall have access to the Conserved Property for the purposes of inspection.

C. Grantor and Grantee may (but need not) mutually agree to select and appoint a qualified third party ("Third-Party Holder") with the right to enforce against violations of the condition set forth within this deed consistent with the provisions of Section Six of this instrument and the rights of Grantee pursuant to Section Six.

D. Any Third-Party Holder shall have the qualifications set forth in Section 5(A) above. For the purposes of illustration only, organizations such as the Society for Protection of New Hampshire Forests, the Southeast Land Trust of New Hampshire, and similar organizations shall qualify.

6. THIRD PARTY RIGHT OF ENFORCEMENT

A. If the Grantee fails to enforce the Conservation Restrictions set forth herein within thirty (30) days after receipt of written notice from any Third-Party Holder (should the parties have mutually agreed to name such a party qualified to act in that capacity) requesting such, then the notifying Third-Party Holder shall have the right to enforce these Conservation Restrictions by an action at law or in equity in a court of competent jurisdiction. The Grantee shall be liable for all reasonable costs of such enforcement if the Grantee fails to enforce the Conservation Restrictions set forth.

B. Forbearance by the Third-Party Holder in exercising its enforcement rights under these Conservation Restrictions shall not be construed to be a waiver of the Third-Party Holder's rights hereunder. No delay or omission by the Third-Party Holder in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. The Grantee hereby waives any defense of laches.

C. The interests held by the Third-Party Holder are assignable or transferable to any party qualified to become the Third-Party Holder's assignee or transferee as specified in Section 5 (A) above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in the conservation restrictions desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest at least

thirty (30) days prior to such transfer or assignment taking effect.

7. NOTICES

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

8. SEVERABILITY

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

9. CONDEMNATION/EXTINGUISHMENT

Not applicable.

10. ADDITIONAL EASEMENT

Should the Grantee determine that the expressed purposes of this deed could better be effectuated by the conveyance of an additional easement, the Grantee may execute an additional instrument to that effect, provided that the conservation purposes of this deed are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

11. RESOLUTION OF DISAGREEMENTS

A. The Grantor and the Grantee desire that issues arising from time to time concerning the interpretation of the provisions of this instrument or the Conservation Restrictions, or any use or activity on the Conserved Property, will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if a party becomes concerned whether any proposed use, activity, or failure to take action (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this instrument or the Conservation Restrictions, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

B. If informal dialogue does not resolve a disagreement regarding the Activity, and if

the party desiring to undertake the Activity agrees not to proceed with the Activity pending resolution of the disagreement, either party may refer the dispute to mediation by written notice to the other, which the other may accept or decline. Within ten (10) days of the receipt of such notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or other such location as the parties may agree. Each party shall pay its own attorneys' fees if legal counsel is desired and obtained, and the costs of mediation shall be split equally between the parties.

C. If the parties are unable to agree on a mediator, if the parties shall agree to bypass mediation, if any party refuses to participate in or continue with mediation, or if the parties are unable to resolve the disagreement by mediation, either party may refer the disagreement to binding arbitration by request made in writing and in accordance with New Hampshire RSA 542 as may be amended from time to time, which referral the other party may accept or decline. Unless the parties agree upon a single arbitrator, the Grantor and Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrator(s) so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. The arbitrator's decision, or the decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement and this Restriction. Each party shall pay its own legal fees if legal counsel is desired and obtained, and other associated costs, and the costs of arbitration shall be split equally between the parties.

D. If the parties do not agree to resolve the dispute by arbitration, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement and this Restriction, to enjoin the violation by permanent injunction, and to require the restoration of the Conserved Property to its condition prior to the breach and for such damages as appropriate.

E. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement and this Restriction, if either party believes that some use, activity, or failure to take action of the or a third party is causing irreparable harm or damage to the Conserved Property, or creates an imminent threat of same, the concerned party may seek a temporary restraining order, preliminary injunction, or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm or threat of same.

12. SEPARATE PARCEL

A. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or subdivision regulation with respect to the development of any other property.

B. The Grantee, by accepting and recording this deed, agrees to be bound by and to

observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this deed is delivered.

signature page follows

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2023.

W. Scott Carlisle, III

The State of New Hampshire

County of Rockingham

Personally appeared W. Scott Carlisle, III this ____ day of _____, 2023 and acknowledged the foregoing to be his/her/their voluntary act and deed.

Before me,

Justice of the Peace/Notary Public

My commission expires:

ACCEPTED: Town of Exeter, New Hampshire
Conservation Commission

By: _____

Title: _____
Duly Authorized

Date: _____

The State of New Hampshire

County of _____

Personally appeared _____
Print Name & Title

of the [t/b/d], this ____ day of _____, 2023 and acknowledged the foregoing on
behalf of the Town of Exeter, New Hampshire Conservation Commission.

Before me,

Justice of the Peace/Notary Public

My commission expires:

ACCEPTED this ____ day of _____, 2023:

TOWN OF EXETER
BY ITS SELECT BOARD

Niko Papakonstantis, Chair

Molly Cowan, Vice-Chair

Julie D. Gilman, Clerk

Nancy Belanger

Dan Chartrand

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this ____ day of _____, 2023 by Niko Papakonstantis, Chair of the Select Board of the Town of Exeter, a New Hampshire municipality, on behalf said Town.

Before me,

Justice of the Peace/Notary Public

My commission expires:

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this ____ day of _____, 2023 by Molly Cowan, Vice Chair of the Select Board of the Town of Exeter, a New Hampshire municipality, on behalf said Town.

Before me,

Justice of the Peace/Notary Public

My commission expires:

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this _____ day of _____, 2023 by Julie D. Gilman, Clerk of the Select Board of the Town of Exeter, a New Hampshire municipality, on behalf said Town.

Before me,

Justice of the Peace/Notary Public

My commission expires:

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this _____ day of _____, 2023 by Nancy Belanger, Select Person of the Select Board of the Town of Exeter, a New Hampshire municipality, on behalf said Town.

Before me,

Justice of the Peace/Notary Public

My commission expires:

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this _____ day of _____, 2023 by Dan Chartrand, Select Person of the Select Board of the Town of Exeter, a New Hampshire municipality, on behalf said Town.

Before me,

Justice of the Peace/Notary Public

My commission expires:

Appendix A

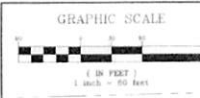
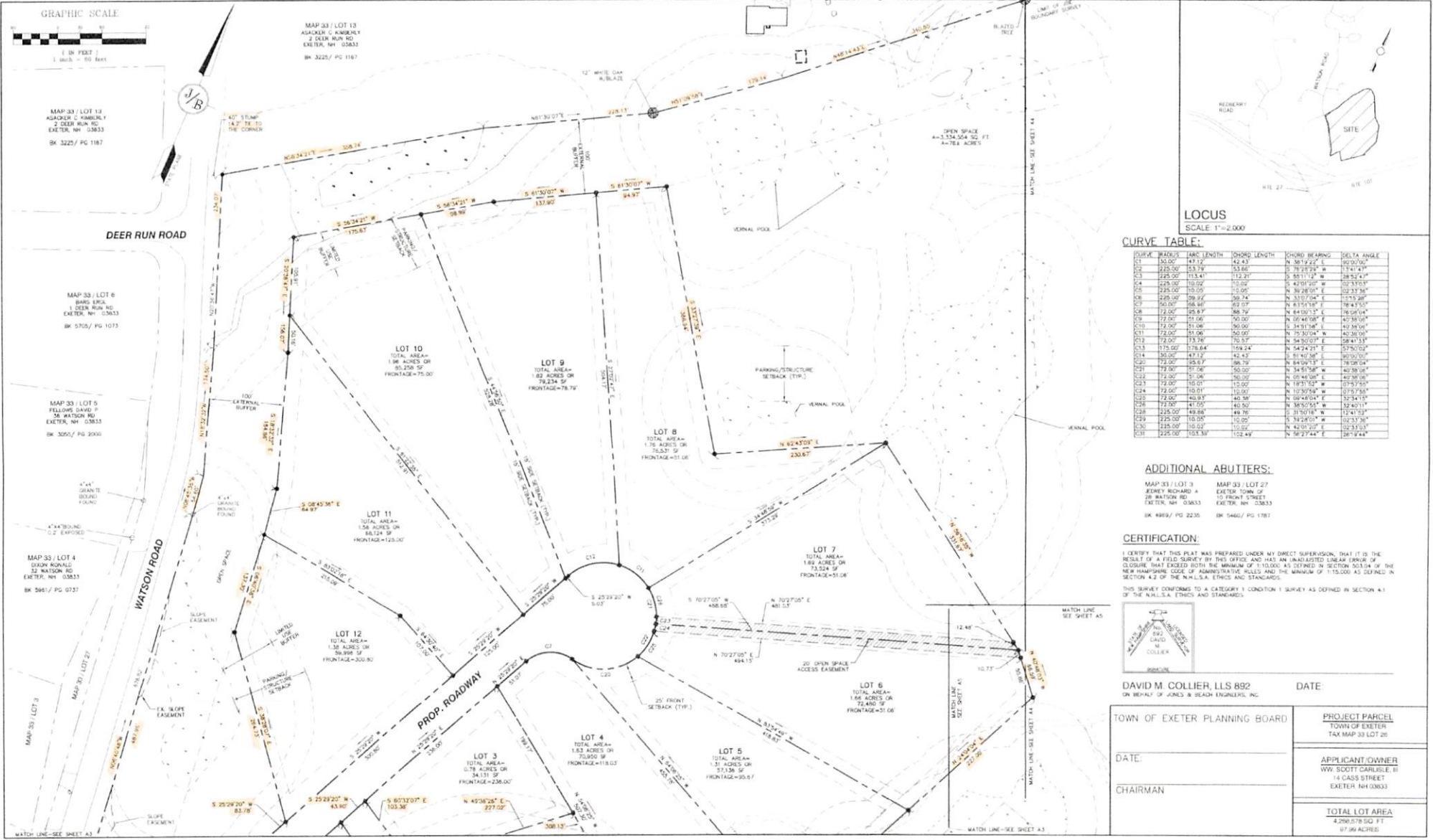
Starting at a 40" tree stump located on the east side of Watson Road near the north-west corner of the subject property, thence 14.2' to the Point of Beginning being the north-west corner of the subject property and marked with an iron pin;
thence N56°34'21"E a distance of 358.74' to a point;
thence N61°30'07"E a distance of 228.13' to a blaze in 12" white oak;
thence N51°09'58"E a distance of 179.14' to a point;
thence N48°14'43"E a distance of 340.55' to a point;
thence N78°38'06"E a distance of 210.16' to a point;
thence N77°26'26"E a distance of 241.27' to a point;
thence S86°35'50"E a distance of 113.35' to a point;
thence N88°29'58"E a distance of 203.53' to a point
thence N84°35'17"E a distance of 190.18' to a point
thence S78°19'44"E a distance of 234.00' to a point;
thence S47°01'29"E a distance of 140.44' to a point;
thence S00°15'01"E a distance of 318.47' to a point;
thence S23°52'47"W a distance of 980.87' to a point;
thence S01°47'49"W a distance of 420.74' to a point;
thence S40°30'W a distance of 180' to a point;
thence S64°00'W a distance of 104' to a point;
thence S71°00'W a distance of 119' to a point;
thence N79°10'W a distance of 109' to a point;
thence S86°00'W a distance of 113' to a point;
thence S73°30'W a distance of 110' to a point;
thence S70°10'W a distance of 110' to a point;
thence S74°0'W a distance of 142' to a point;
thence S71°00'W a distance of 147' to a point;
thence S71°30'W a distance of 95' to a point;
thence S70°30'W a distance of 88' to a point;
thence S85°00'W a distance of 120' to a point;
thence S64°30'W a distance of 127' to a point;
thence S65°30'W a distance of 102' to a point;
thence S63°30'W a distance of 100' to a point;
thence S49°00'W a distance of 109' to a point;
thence S77°00'W a distance of 107' to a point;
thence S83°00'W a distance of 83' to a point;
thence N89°00'W a distance of 121' to a point;
thence S80°00'W a distance of 148' to a point;
thence S71°00'W a distance of 85' to a point;
thence S74°30'W a distance of 128' to a point;
thence S77°00'W a distance of 100' to a point;
thence S69°32'13"W a distance of 73.28' to a point;

thence S70°00'45"W a distance of 73.71' to a point;
 thence S58°49'10"W a distance of 83.48' to a point;
 thence S62°01'44"W a distance of 105.43' to an iron pin;
 thence S63°16'45"W a distance of 133.70' to a point;
 thence N06°41'05"E a distance of 76.01' to a point;
 thence N00°34'46"E a distance of 32.52' to a point;
 thence along a curve with a radius of 335.00', an arc length of 199.56',
 with a chord bearing of N10°23'17"E, and a chord length of 196.62' to a granite bound;
 thence N06°40'38"W a distance of 418.24' to a granite bound;
 thence N06°40'38"W a distance of 85.57' to a granite bound;
 thence along a curve with a radius of 30.00', an arc length of 47.12',
 with a chord bearing of N38°19'22"E, and a chord length of 42.43' to a granite bound;
 thence N83°19'22"E a distance of 16.73' to a granite bound;
 thence along a curve with a radius of 225.00', an arc length of 53.79',
 with a chord bearing of N76°28'29" E, and a chord length of 53.66', to a granite bound;
 thence S06°40'38"E a distance of 454.07' to an iron pin;
 thence N74°21'01"E a distance of 208.27' to an iron pin;
 thence N50°30'36"E a distance of 134.31' to an iron pin
 thence N50°30'36"E a distance of 122.82' to an iron pin;
 thence N36°02'36"E a distance of 325.35' to an iron pin;
 thence N60°32'07"W a distance of 248.51' to an iron pin;
 thence S76°16'14"W a distance of 68.66' to an iron pin;
 thence N60°32'07"W a distance of 79.35' to an iron pin;
 thence N59°03'05"W a distance of 123.70' to a granite bound;
 thence N25°29'20"E a distance of 43.90' to a granite bound;
 thence S60°32'07"E a distance of 103.38' to an iron pin;
 thence N49°36'26"E a distance of 227.02' to an iron pin;
 thence S54°06'25"E a distance of 308.13' to an iron pin;
 thence N24°04'04"E a distance of 626.93' to an iron pin;
 thence N40°48'03"W a distance of 66.59' to an iron pin;
 thence N56°18'35"W a distance of 331.67' to an iron pin;
 thence S62°43'09"W a distance of 230.67' to an iron pin;
 thence N33°27'39"W a distance of 366.94' to an iron pin;
 thence S61°30'07"W a distance of 232.87' to an iron pin;
 thence S56°34'21"W a distance of 274.62' to an iron pin;
 thence S20°36'47"E a distance of 156.07' to an iron pin;
 thence S18°32'32"E a distance of 184.86' to an iron pin;
 thence S08°45'36"E a distance of 64.97' to an iron pin;
 thence S06°40'38"E a distance of 137.30' to an iron pin;
 thence S38°28'07"E a distance of 264.73' to a granite bound;
 thence S25°29'20"W a distance of 83.78' to a granite bound;
 thence along a curve with a radius of 175.00', an arc length of 176.64',
 with a chord bearing of S54°24'21"W, with a chord length of 169.24', to a granite bound;
 thence N08°48'37"W a distance of 26.08' to an iron pin;
 thence S81°11'23"W a distance of 71.34' to an iron pin;
 thence N06°40'48"W a distance of 487.96' to a granite bound;

thence N08°45'36"W a distance of 54.60' to a point;
thence N18°32'32"W a distance of 174.50' to a point;
thence N20°36'47"W a distance of 234.07' to an iron pin;
which is the point of beginning.

Meaning and intending to describe the parcel described in the deed recorded at Rockingham Registry of Deeds in Book 700 Page 158 excepting all condemnations and deeds to the State of New Hampshire and the Proposed Lots and Right-of-Way as shown on "Subdivision Plan Tax Map 343 / Lot 267, 19 Watson Road, Exeter, NH" prepared for Scott W. Carlisle III and prepared by Jones and Beach Engineers, Inc. that is to be recorded at the said Registry of Deeds.

Parcel is subject to easements to the State of New Hampshire, any other that may exist and all easements that are indicated on the previously described plan to be recorded.



MAP 33 / LOT 1A
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 1B
BAND, ERIC
1 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 6
BAND, ERIC
1 DEER RUN RD.
EXETER, NH 03833
BK 5705 / PG 1073

MAP 33 / LOT 5
FELLOWS, DAVID P.
36 WATSON RD.
EXETER, NH 03833
BK 3250 / PG 2000

MAP 33 / LOT 4
DARK, RONALD
32 WATSON RD.
EXETER, NH 03833
BK 5961 / PG 0737

MAP 33 / LOT 3
DARK, RONALD
32 WATSON RD.
EXETER, NH 03833
BK 5961 / PG 0737

MAP 33 / LOT 2
DARK, RONALD
32 WATSON RD.
EXETER, NH 03833
BK 5961 / PG 0737

MAP 33 / LOT 1
DARK, RONALD
32 WATSON RD.
EXETER, NH 03833
BK 5961 / PG 0737

MAP 33 / LOT 1
DARK, RONALD
32 WATSON RD.
EXETER, NH 03833
BK 5961 / PG 0737

MAP 33 / LOT 1
DARK, RONALD
32 WATSON RD.
EXETER, NH 03833
BK 5961 / PG 0737

MAP 33 / LOT 1
DARK, RONALD
32 WATSON RD.
EXETER, NH 03833
BK 5961 / PG 0737

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
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2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

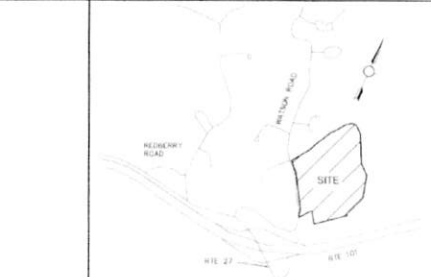
MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167

MAP 33 / LOT 13
ASACKER, C. KIMBLEY
2 DEER RUN RD.
EXETER, NH 03833
BK 3225 / PG 1167



LOCUS
SCALE 1"=2,000

CURVE TABLE:

CURVE	BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C2	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C3	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C4	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C5	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C6	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C7	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C8	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C9	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C10	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C11	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C12	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C13	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C14	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C15	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C16	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C17	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C18	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C19	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C20	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C21	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C22	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C23	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C24	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C25	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C26	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C27	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C28	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C29	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"
C30	S 62°43'01" E	42.43	42.43	N 27°16'59" W	90°00'00"

ADDITIONAL ABUTTERS:

MAP 33 / LOT 3
JEREMY RICHARD A
238 WATSON RD.
EXETER, NH 03833
BK 4869 / PG 2235

MAP 33 / LOT 27
TOWN OF EXETER
17 FRONT STREET
EXETER, NH 03833
BK 5460 / PG 1387

CERTIFICATION:

I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN UNADJUSTED LINEAR ERROR OF CLOSURE THAT EXCEEDED BOTH THE MINIMUM OF 1:10,000 AS DEFINED IN SECTION 503.04 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES AND THE MINIMUM OF 1:15,000 AS DEFINED IN SECTION 4.2 OF THE N.H.S.A. ETHICS AND STANDARDS.

THIS SURVEY CONFORMS TO A CATEGORY 1 CONDITION 1 SURVEY AS DEFINED IN SECTION 4.1 OF THE N.H.S.A. ETHICS AND STANDARDS.



DAVID M. COLLIER, LLS 892
ON BEHALF OF JONES & BEACH ENGINEERS, INC.

TOWN OF EXETER PLANNING BOARD	PROJECT PARCEL TOWN OF EXETER TAX MAP 33 LOT 26
DATE:	APPLICANT/OWNER W.W. SCOTT CARLISLE III 14 CASS STREET EXETER, NH 03833
CHAIRMAN	TOTAL LOT AREA 4,296.578 SQ. FT. (97.99 ACRES)

Drawn: BWG	Check: DFP	Date: 10/26/2022
Scale: AS-NOTED	Project No: 19102	
Drawing Name: 19102-PLAN.dwg		
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE).		
ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.		

12	05/31/23	REVISED PER PLAT LAW FOR RECORDING	DMC
11	07/02/23	REVISED PER FINAL SUBMITTAL	BWG
7	11/09/22	REVISED PER NHDES AGT & NHPS&G	BWG
5	08/04/22	REVISED PER NHDES AGT	BWG
4	06/14/22	REVISED PER NHDES AGT	BWG
REV. DATE		REVISION	BY

Designed and Produced in NH

J/B Jones & Beach Engineers, Inc.

80 Portsmouth Ave.
PO Box 2718
Stratham, NH 03885

Civil Engineering Services

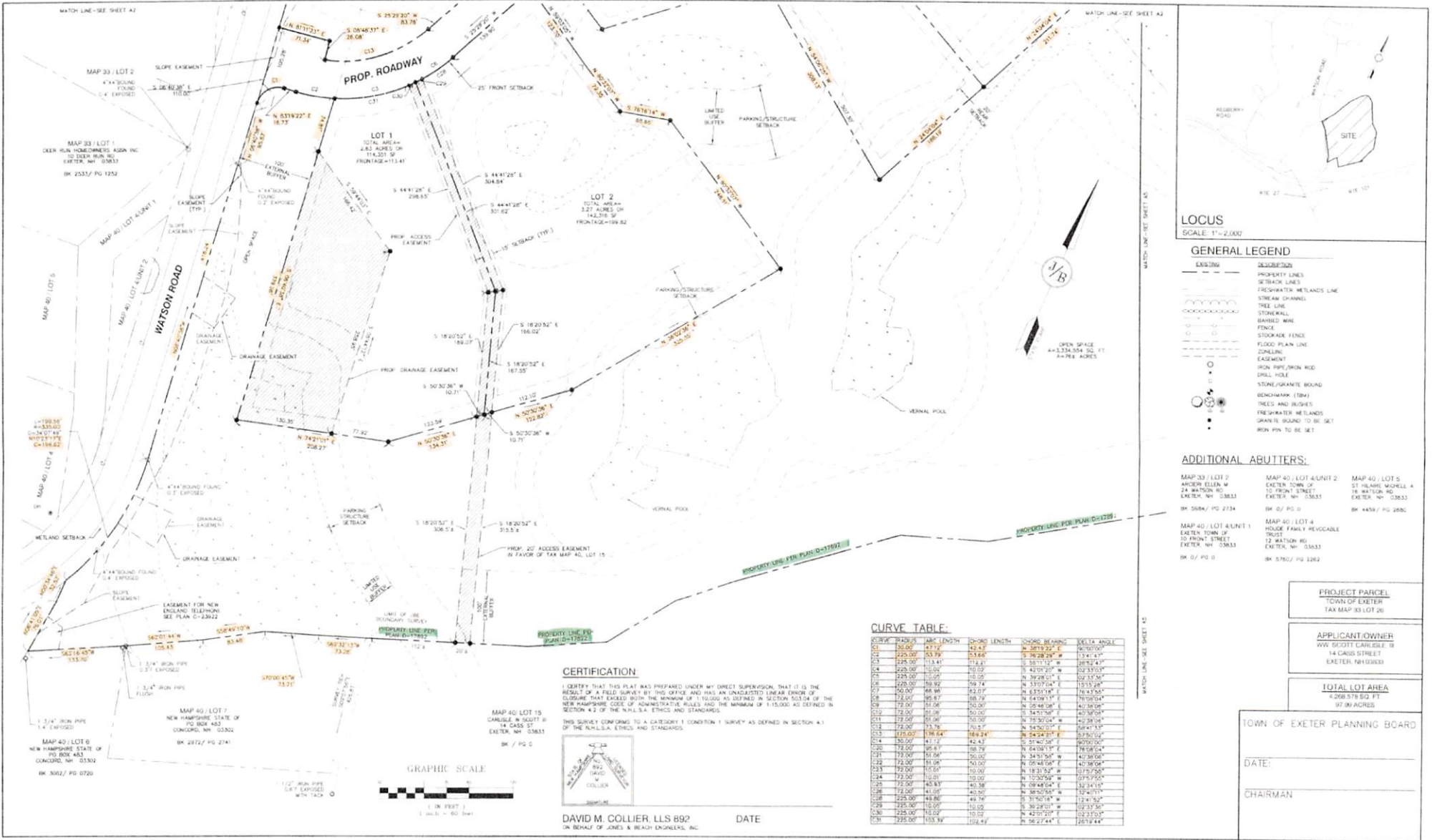
603-772-4746
FAX: 603-772-0227
E-MAIL: JBE@JONESANDBEACH.COM

Plan Name: **SUBDIVISION PLAN**
MAP 33 LOT 26

Project: **TAX MAP 33 LOT 26**
19 WATSON ROAD, EXETER, NH

Owner of Record: **SCOTT W. CARLISLE III**
14 CASS STREET, EXETER, NH 03833

DRAWING NO: **A2**
SHEET # OF 29
JOB PROJECT NO: 19102



LOCUS
SCALE: 1"=2,000'

- GENERAL LEGEND**
- SYMBOL**
 - DESCRIPTION**
 - PROBATE LINES
 - SETBACK LINES
 - FRESHWATER WETLANDS LINE
 - STREAM CHANNEL
 - TREE LINE
 - STONEWALL
 - BARRIRED WIRE FENCE
 - STOCKPILE FENCE
 - FLOOD PLAIN LINE
 - ZONING LINE
 - EASEMENT
 - IRON PIPE/IRON ROD
 - DRAWL HOLE
 - STONE/GRANITE BOUND
 - BENCHMARK (B/M)
 - TREES AND BUSHES
 - FRESHWATER WETLANDS
 - GRANITE BOUND TO BE SET
 - IRON PIN TO BE SET

- ADDITIONAL ABUTTERS:**
- MAP 33 / LOT 2 ARCHER ELLEN W 14 CASS ST EXETER, NH 03833 BK 588A / PG 273A
 - MAP 40 / LOT 4 UNIT 2 EXETER TOWN OF 10 FRONT STREET EXETER, NH 03833 BK 0 / PG 0
 - MAP 40 / LOT 5 ST HILARY MADRILLE A 18 WATSON RD EXETER, NH 03833 BK 445B / PG 289C
 - MAP 40 / LOT 4 UNIT 1 EXETER TOWN OF 10 FRONT STREET EXETER, NH 03833 BK 0 / PG 0
 - MAP 40 / LOT 4 HOUSE FAMILY REVOCABLE TRUST 12 WATSON RD EXETER, NH 03833 BK 576D / PG 226J

PROJECT PARCEL
TOWN OF EXETER
TAX MAP 33 LOT 26

APPLICANT/OWNER
WV SCOTT CARLISLE III
14 CASS STREET
EXETER, NH 03833

TOTAL LOT AREA
= 208,578 SQ. FT.
= 4.78 ACRES

TOWN OF EXETER PLANNING BOARD

DATE: _____

CHAIRMAN _____

CURVE TABLE

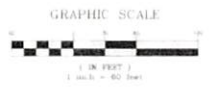
CHORD	CHORD BEARING	ARC LENGTH	CURVE LENGTH	CHORD BEARING	DELTA ANGLE
001	125.00	41.72	42.43	N 201° 22' 0" E	86° 00' 00"
002	225.00	53.79	53.84	S 76° 28' 29" W	134° 4' 0"
003	325.00	113.41	113.13	S 33° 11' 12" W	168° 4' 30"
004	425.00	150.00	150.00	S 43° 01' 00" E	202° 33' 00"
005	525.00	187.92	187.92	N 39° 28' 01" E	237° 11' 30"
006	625.00	266.92	266.74	N 37° 07' 04" E	313° 28' 00"
007	725.00	386.98	387.07	N 34° 51' 18" E	376° 55' 30"
008	825.00	507.00	507.29	N 34° 09' 11" E	429° 00' 00"
009	925.00	627.00	627.00	N 34° 30' 04" E	479° 00' 00"
010	1025.00	747.00	747.00	N 34° 50' 04" E	529° 00' 00"
011	1125.00	867.00	867.00	N 35° 10' 04" E	579° 00' 00"
012	1225.00	987.00	987.00	N 35° 30' 04" E	629° 00' 00"
013	1325.00	1107.00	1107.00	N 35° 50' 04" E	679° 00' 00"
014	1425.00	1227.00	1227.00	N 36° 10' 04" E	729° 00' 00"
015	1525.00	1347.00	1347.00	N 36° 30' 04" E	779° 00' 00"
016	1625.00	1467.00	1467.00	N 36° 50' 04" E	829° 00' 00"
017	1725.00	1587.00	1587.00	N 37° 10' 04" E	879° 00' 00"
018	1825.00	1707.00	1707.00	N 37° 30' 04" E	929° 00' 00"
019	1925.00	1827.00	1827.00	N 37° 50' 04" E	979° 00' 00"
020	2025.00	1947.00	1947.00	N 38° 10' 04" E	1029° 00' 00"
021	2125.00	2067.00	2067.00	N 38° 30' 04" E	1079° 00' 00"
022	2225.00	2187.00	2187.00	N 38° 50' 04" E	1129° 00' 00"
023	2325.00	2307.00	2307.00	N 39° 10' 04" E	1179° 00' 00"
024	2425.00	2427.00	2427.00	N 39° 30' 04" E	1229° 00' 00"
025	2525.00	2547.00	2547.00	N 39° 50' 04" E	1279° 00' 00"
026	2625.00	2667.00	2667.00	N 40° 10' 04" E	1329° 00' 00"
027	2725.00	2787.00	2787.00	N 40° 30' 04" E	1379° 00' 00"
028	2825.00	2907.00	2907.00	N 40° 50' 04" E	1429° 00' 00"
029	2925.00	3027.00	3027.00	N 41° 10' 04" E	1479° 00' 00"
030	3025.00	3147.00	3147.00	N 41° 30' 04" E	1529° 00' 00"
031	3125.00	3267.00	3267.00	N 41° 50' 04" E	1579° 00' 00"

CERTIFICATION
I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN UNCALCULATED LINEAR ERROR OF CLOSURE THAT EXCEEDED BOTH THE MINIMUM OF 1:10,000 AS DEFINED IN SECTION 503.04 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES AND THE MINIMUM OF 1:10,000 AS DEFINED IN SECTION 4.2 OF THE N.H.S.A. ETHICS AND STANDARDS.

THIS SURVEY CONFORMS TO A CATEGORY 1 CONDITION 1 SURVEY AS DEFINED IN SECTION 4.1 OF THE N.H.S.A. ETHICS AND STANDARDS.



DAVID M. COLLIER, LLS 892
ON BEHALF OF JONES & BEACH ENGINEERS, INC.



Design: BWG	Draft: DFP	Date: 10/26/2022
Checked: BWG	Scale: AS NOTED	Project No.: 19102
Drawing Name: 19102PLAN.dwg		
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (L.L.C.). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.		

REV	DATE	REVISION	BY
12	05/31/20	REVISED PER PLAT LAW FOR RECORDING	DMC
11	01/02/23	REVISED PER FINAL SUBMITTAL	BWG
7	11/08/22	REVISED PER NHDES Aot & NH-F&D	BWG
5	08/04/22	REVISED PER NHDES Aot	BWG
4	06/14/22	REVISED PER NHDES Aot	BWG

Designed and Produced in NH

J/B Jones & Beach Engineers, Inc.
Civil Engineering Services

93 Portsmouth Ave
PO Box 219
Stratham, NH 03309

603-779-4748
FAX: 603-772-9227
E-MAIL: JBE@JONESANDBEACH.COM

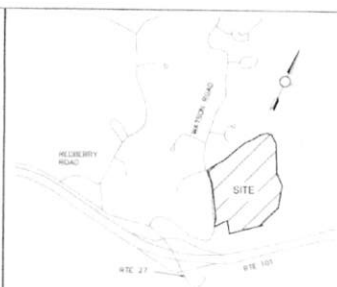
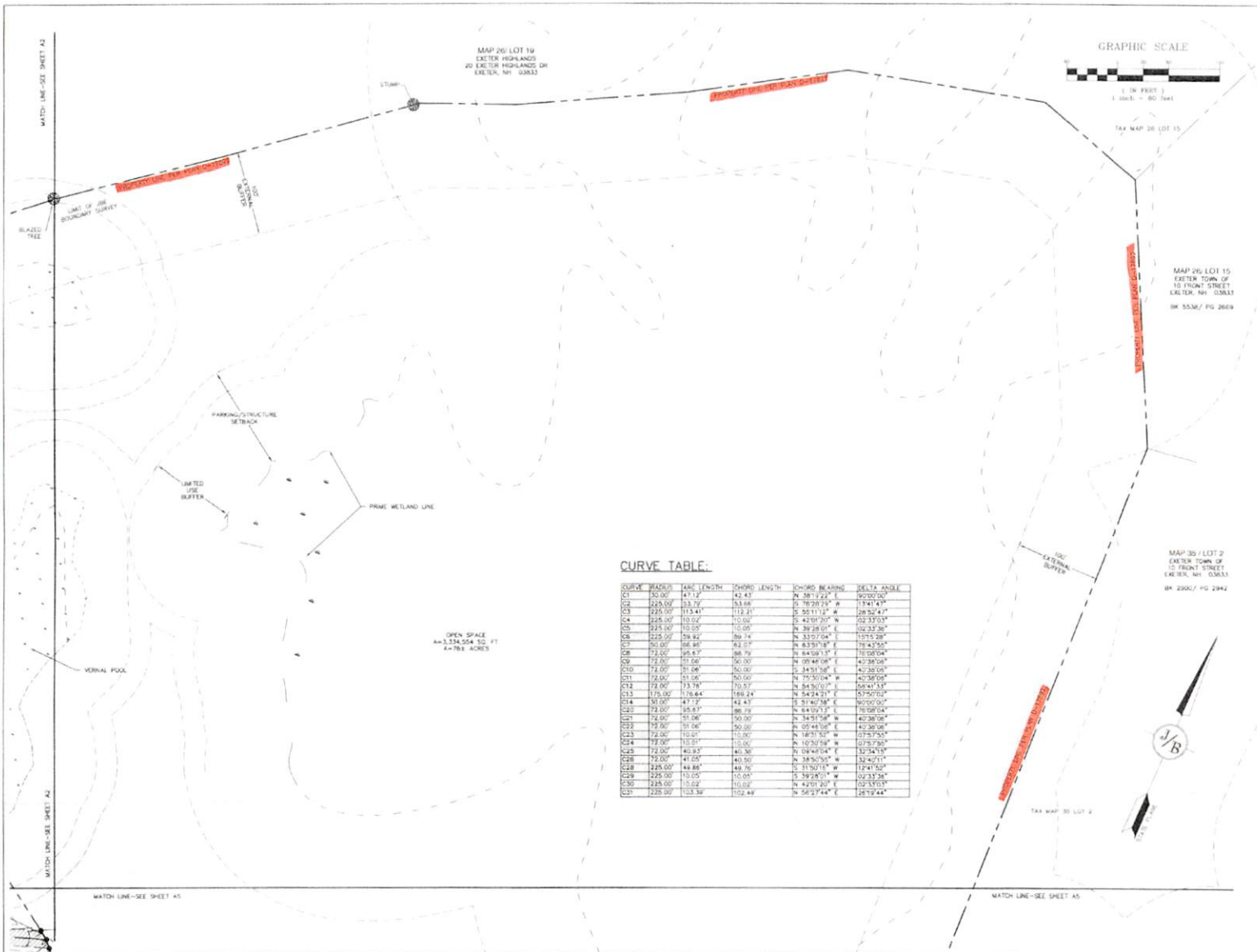
Plan Name: **SUBDIVISION PLAN**
MAP 33 LOT 26

Project: **TAX MAP 33 LOT 26**
19 WATSON ROAD, EXETER, NH

Owner of Record: **SCOTT W. CARLISLE III**
14 CASS STREET, EXETER, NH 03833

DRAWING NO: **A3**

SHEET 7 OF 26
JOB PROJECT NO. 19102



LOCUS
SCALE 1"=2,000'

GENERAL LEGEND

SYMBOL	DESCRIPTION
---	PROPERTY LINES
---	SETBACK LINES
---	FRESHWATER WETLANDS LINE
---	STREAM CHANNEL
---	TREE LINE
---	STONEWALL
---	BANDED WIRE FENCE
---	STORAGE FENCE
---	FLOOD PLAIN LINE
---	ZONELINE
---	EASEMENT
---	IRON PIPE/IRON ROD
---	DRILL HOLE
---	STONE/GRANITE BOUND
---	BENCHMARK (BM)
---	TRAILS AND RIDGES
---	FRESHWATER WETLANDS
---	GRANITE BOUND TO BE SET
---	IRON PIN TO BE SET

CURVE TABLE:

CURVE	BEARINGS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	S2.00°	47.17'	42.43'	N 58°12'21" E	90°00'00"
C2	S25.00°	53.77'	53.88'	S 70°25'21" W	174°14'14"
C3	S25.00°	113.41'	112.21'	S 55°11'12" W	28°32'43"
C4	S25.00°	103.07'	103.00'	S 42°18'20" W	52°33'51"
C5	S25.00°	103.00'	103.00'	N 39°18'01" E	56°33'36"
C6	S25.00°	79.42'	89.74'	N 33°27'04" E	15°15'28"
C7	S0.00°	84.88'	83.23'	N 83°29'18" E	78°43'58"
C8	S72.00°	55.43'	58.79'	N 84°59'13" E	72°08'04"
C9	S72.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C10	S74.00°	51.06'	50.70'	S 34°15'36" E	42°38'08"
C11	S2.00°	51.06'	50.60'	N 72°50'04" W	42°38'08"
C12	S74.00°	73.78'	70.57'	N 54°20'22" E	58°41'53"
C13	S74.00°	73.44'	70.44'	N 54°24'21" E	57°50'02"
C14	S3.00°	47.17'	42.43'	S 51°42'58" E	90°00'00"
C15	S74.00°	55.43'	58.79'	N 84°52'13" E	72°08'04"
C16	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C17	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C18	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C19	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C20	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C21	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C22	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C23	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C24	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C25	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C26	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C27	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C28	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C29	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C30	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"
C31	S74.00°	51.06'	50.70'	N 09°44'08" E	42°38'08"

CERTIFICATION:

I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN UNADJUSTED LINEAR ERROR OF CLOSURE THAT EXCEEDS BOTH THE MAXIMUM OF 1:50,000 AS DEFINED IN SECTION 42:2 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES AND THE MAXIMUM OF 1:15,000 AS DEFINED IN SECTION 4:2 OF THE N.H.L.S.A. ETHICS AND STANDARDS.

THIS SURVEY CONFORMS TO A CATEGORY 1 CONDITION 1 SURVEY AS DEFINED IN SECTION 4:1 OF THE N.H.L.S.A. ETHICS AND STANDARDS.

DAVID M. COLLIER, LLS 892
ON BEHALF OF JONES & BEACH ENGINEERS, INC.

DATE:

TOWN OF EXETER PLANNING BOARD	PROJECT PARCEL TOWN OF EXETER TAX MAP 33 LOT 26
DATE:	APPLICANT/OWNER JW SCOTT CARLISLE, III 14 CASS STREET EXETER, NH 03833
CHAIRMAN	TOTAL LOT AREA 4,268.378 SQ. FT. 97.99 ACRES

Design: BNG	Draft: BFP	Date: 10/26/2022
Checked: BNG	Scale: AS NOTED	Project No: 19102
Drawing Name: 19102-PLAN.dwg		
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE).		
ANY ALTERATIONS AUTHORIZED OR OTHERWISE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.		

REV.	DATE	REVISION	BY
12	05/31/23	REVISED PER PLAT LAW FOR RECORDING	DMC
11	01/02/23	REVISED PER FINAL SUBMITTAL	BNG
7	11/09/22	REVISED PER NHDES ACT & NH&G	BNG
6	08/04/22	REVISED PER NHDES ACT	BNG
4	06/14/22	REVISED PER NHDES ACT	BNG
1			

Designed and Produced in NH

J/B Jones & Beach Engineers, Inc.
Civil Engineering Services

63 Portsmouth Ave
PO Box 219
Shrewsbury, NH 03888

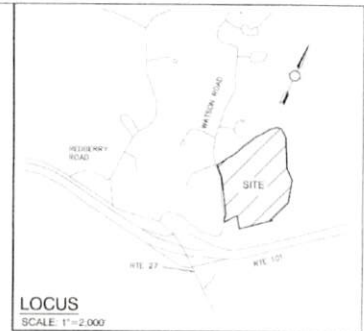
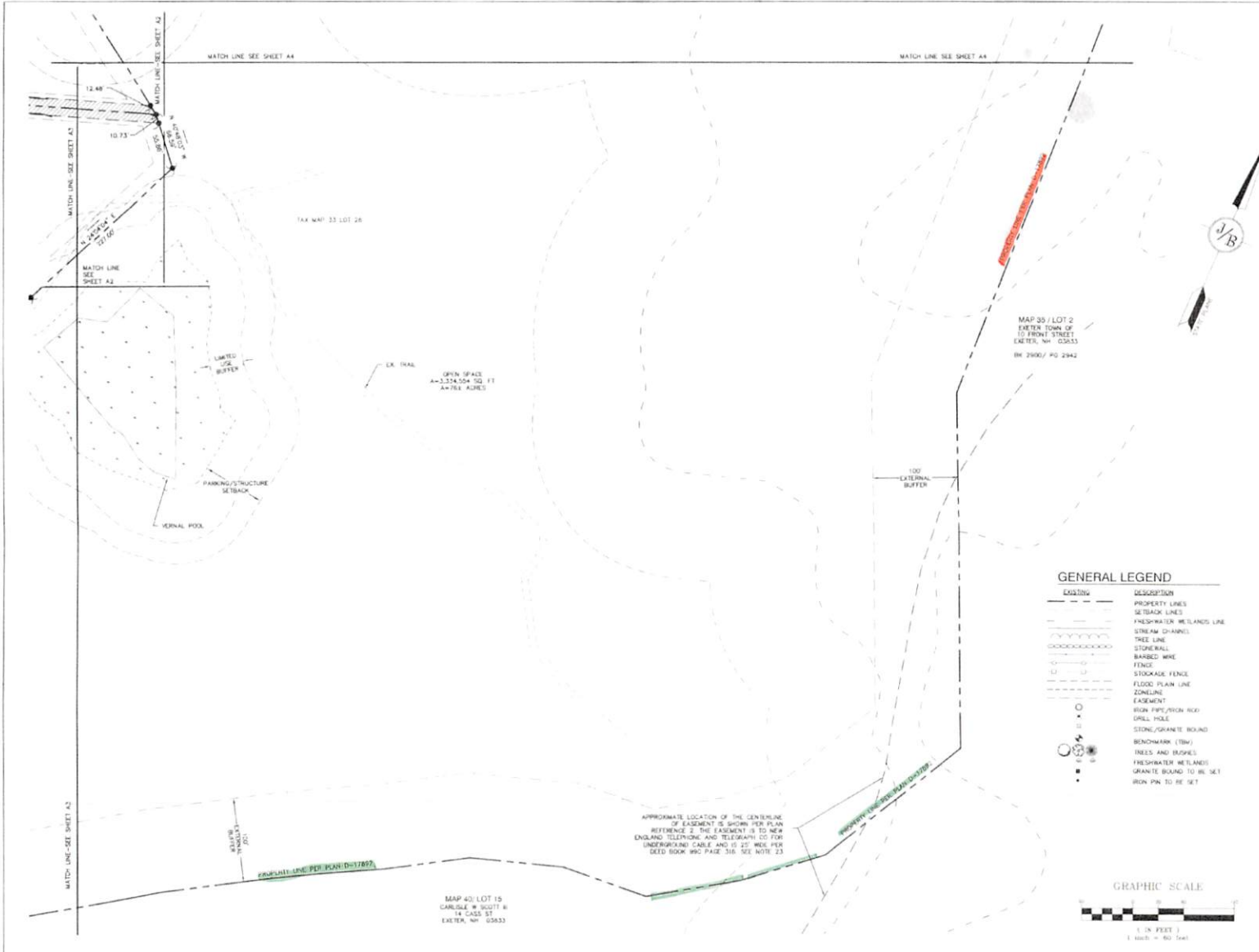
603-772-4746
FAX: 603-772-0927
E-MAIL: JBE@JONESANDBEACH.COM

Plan Name:	SUBDIVISION PLAN MAP 33, LOT 26
Project:	TAX MAP 33 LOT 26 19 WATSON ROAD, EXETER, NH
Owner of Record:	SCOTT W. CARLISLE III 14 CASS STREET, EXETER, NH 03833

DRAWING NO:

A4

SHEET 8 OF 26
JOB PROJECT NO: 19102



CURVE TABLE

CURVE	STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	225.00	47.17'	42.43'	N 58°19'22" E	90°00'00"
C2	225.00	53.76'	53.89'	S 76°28'02" W	174°14'47"
C3	225.00	113.41'	112.21'	S 55°11'13" W	28°52'43"
C4	225.00	10.00'	10.00'	S 42°01'00" W	02°33'03"
C5	225.00	10.00'	10.00'	N 36°28'01" E	08°33'04"
C6	225.00	58.82'	58.74'	N 33°37'04" E	18°13'28"
C7	260.00	88.08'	82.72'	N 63°57'18" E	76°43'55"
C8	72.00	85.67'	88.79'	N 64°09'13" E	78.08°04"
C9	72.00	81.06'	50.00'	N 09°48'08" E	40°38'08"
C10	72.00	51.68'	50.00'	S 34°51'08" E	40°38'08"
C11	72.00	81.06'	50.00'	N 75°20'04" W	40°38'08"
C12	72.00	175.91'	175.77'	N 54°24'51" E	58°41'33"
C13	175.00	176.84'	169.24'	N 54°24'51" E	71°50'02"
C14	80.00	47.17'	42.43'	S 51°40'50" E	90°00'00"
C15	72.00	185.83'	186.79'	N 64°09'13" E	78.08°04"
C16	72.00	81.06'	50.00'	N 54°51'58" W	40°38'08"
C17	72.00	81.06'	50.00'	N 09°48'08" E	40°38'08"
C18	72.00	116.59'	116.00'	N 10°32'58" W	07°57'53"
C19	72.00	46.83'	46.36'	N 09°48'08" E	32°24'07"
C20	72.00	46.83'	46.36'	N 38°50'53" W	17°40'11"
C21	72.00	46.83'	46.36'	N 09°48'08" E	32°24'07"
C22	225.00	148.88'	148.78'	S 31°50'16" W	17°41'52"
C23	225.00	10.00'	10.00'	S 38°28'01" W	02°33'04"
C24	225.00	10.00'	10.00'	N 42°01'50" E	02°33'03"
C25	225.00	103.39'	102.49'	N 58°27'44" E	26°19'44"

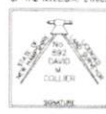
GENERAL LEGEND

EXHIBIT	DESCRIPTION
---	PROPERTY LINES
---	SETBACK LINES
---	FRESHWATER WETLANDS LINE
---	STREAM CHANNEL
---	TREE LINE
---	GENERAL
---	BARBED WIRE
---	FENCE
---	STOCKADE FENCE
---	FLOOD PLAIN LINE
---	ZONELINE
---	EASEMENT
---	ROAD IMPROVEMENT
---	DRILL HOLE
---	STONE/GRAVITE BOUND
---	BENCHMARK (TBM)
---	TREES AND BUSHES
---	FRESHWATER WETLANDS
---	GRAVITE BOUND TO BE SET
---	IRON PIN TO BE SET

CERTIFICATION

I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN UNADJUSTED LINEAR ERROR OF CLOSURE THAT EXCEEDED BOTH THE MINIMUM OF 1:10,000 AS DEFINED IN SECTION 105.14 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES AND THE MINIMUM OF 1:15,000 AS DEFINED IN SECTION 4.2 OF THE N.H.L.S.A. ETHICS AND STANDARDS.

THIS SURVEY CONFORMS TO A CATEGORY 1 CONDITION 1 SURVEY AS DEFINED IN SECTION 4.1 OF THE N.H.L.S.A. ETHICS AND STANDARDS.



DAVID M. COLLIER, LLS 892
ON BEHALF OF JONES & BEACH ENGINEERS, INC. DATE:

TOWN OF EXETER PLANNING BOARD	PROJECT PARCEL TOWN OF EXETER TAX MAP 33 LOT 26
DATE:	APPLICANT/OWNER RW SCOTT CARLISLE III 14 CASS STREET EXETER, NH 03833
CHAIRMAN	TOTAL LOT AREA 4,268.570 SQ. FT. 97.99 ACRES

Design: BWG	Draft: DFF	Date: 10/26/2022
Checked: BWG	Scale: AS NOTED	Project No.: 19102
Drawing Name: 19102-PLAN.dwg		
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.		

REV.	DATE	REVISION	BY
12	05/31/23	REVISED PER PLAT LAW FOR RECORDING	DMC
11	01/02/23	REVISED PER FINAL SUBMITTAL	BWG
7	11/08/22	REVISED PER NHDES Aot & NHF&G	BWG
5	08/04/22	REVISED PER NHDES Aot	BWG
4	06/14/22	REVISED PER NHDES Aot	BWG

Designed and Produced in NH

J/B Jones & Beach Engineers, Inc.
Civil Engineering Services

80 Portsmouth Ave. PO Box 2718 Strafford, NH 03885

603-772-4746 FAX: 603-772-0227 E-MAIL: JBE@JONESANDBEACH.COM

Plan Name:	SUBDIVISION PLAN MAP 33 LOT 26	DRAWING No.	A5
Project:	TAX MAP 33 LOT 26 19 WATSON ROAD, EXETER, NH	SHEET # OF 26	19102
Owner of Record:	SCOTT W. CARLISLE III 14 CASS STREET, EXETER, NH 03833		

Squamscott River Siphons Project Update



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

MEMO

DATE: June 2, 2023
TO: Russell Dean, Town Manager
FROM: Paul Vlasich, PE - Interim Public Works Director
RE: Siphon Project Update

On Friday, June 2, 2023 the pilot hole was successfully completed across the river. The reaming process to enlarge the pilot hole will begin next week.

Linden Street Bridge Engineering Contract



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

MEMO

DATE: 5/15/2023
TO: Russell Dean, Town Manager
FROM: Jay Perkins, Highway Superintendent
RE: Wright-Pierce Contract for Professional Services

Please find the attached proposal from Wright-Pierce for engineering design for Linden Street Bridge over Exeter River. After careful review of this proposal, I recommend we move forward with this proposal and request to award Wright -Pierce the engineering design contract for the total amount of \$67,000.00. The total budget for this project \$605,455.29. \$295,000.00 from 2023 warrant article 15 and \$310,455.29 from NH Bridge program.

**ENGINEERING DESIGN PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
BRIDGE ENGINEERING**

TOWN OF EXETER, NEW HAMPSHIRE

This AGREEMENT made and entered into at Rockingham County, New Hampshire, this _____ day of _____ 2023, by and between the Town of EXETER, hereinafter called the OWNER, and WRIGHT-PIERCE, hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct the Rehabilitation of the Linden Street Bridge over the Exeter River, NHDOT Br. No. 081/046, hereinafter called the PROJECT, and

WHEREAS, professional survey, civil, structural and geotechnical engineering services will be required for the preparation of plans and specifications and contract documents, and

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

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

I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the ENGINEER agrees to proceed with all engineering, surveying, drafting, calculations, borings, and other work as required and necessary to develop and produce final plans, specifications, and associated contract documents involved in the construction of treatment works for rehabilitation of

Linden Street Bridge over Exeter River as identified in Exhibit A.

~~as recommended in an Engineering Report dated _____ published and modified by a _____ and _____, The~~

1. Plans, Specifications, and Contract Documents

a. The preparation of detailed plans, specifications, and contract documents in accordance with the rules and regulations of the ~~New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION,~~ ready for the receipt of bids and the award of construction contracts for said construction; the work shall also include the preparation of estimates of the cost of construction based on the contract documents. ~~Prepare applications with supporting and associated documents for Federal, State and other grant or loan programs. Assist the OWNER in securing grants or loans by State, Federal and other agency.~~

b. The furnishing of all the necessary subsurface investigations and field surveys required for the preparation and completion of approved plans, specifications, and contract documents.

c. The furnishing of ~~two (2) ten (10)~~ copies of the final plans, specifications, and contract documents to the OWNER; ~~one (1) three (3) copies of which are to be submitted to the DIVISION.~~ Additional copies to be available at cost to the OWNER.

2. ~~Site Acquisitions~~

a. ~~Assistance to the OWNER including preparation of documents for the acquisition of lands, easements, and rights of way~~

IV. Compensation to be Paid the ENGINEER

~~essential to the construction of the PROJECT.~~

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon ~~public and private lands, roads, utilities and industrial establishments as required to perform work under this AGREEMENT.~~

C. The OWNER also agrees to comply with ~~DIVISION and Federal requirements (where applicable) and further agrees to acquire with the assistance of the ENGINEER all the necessary easements, options or outright purchases of land for the locations of said treatment works as shown on the contract plans. The provisions of this section shall be satisfied prior to submission of documents referred to in III (A) below. It is also understood that no approvals of reports or plans and specifications or other associated documents will be made by the DIVISION without fulfillment of this requirement.~~

III. Time of Completion

A. The ENGINEER agrees that he will submit to the OWNER for approval after modification or revision as recommended by the OWNER and agreed to by the ENGINEER, the completed final plans, specifications, contract, and associated documents. ~~in compliance with the current issue of the DIVISION's standards of design as identified in Exhibit A within _____ consecutive calendar days following the execution of this AGREEMENT, and deliver same to the OWNER within _____ calendar days following the date of final approval by the DIVISION.~~

B. ~~It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env Wq 603.08, or the Assessment of liquidated damages as provided for under RSA 485 A: 4, XII.~~

A. Method of Payments - Amounts of Fees

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Monthly billing based on hours and rates by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed

Sixty-Seven Thousand
Dollars
(\$67,000.00).

3. If separate documents are required for additional construction contracts on this PROJECT, an additional fee as approved by the OWNER shall be paid to the ENGINEER.

4. Prior to formal approval of contract documents by the OWNER, the ENGINEER shall make such revisions in them as recommended by the OWNER and agreed to by the ENGINEER without additional compensation. After formal approval, if it becomes necessary to revise the contract documents for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to the ENGINEER subject to approval by the OWNER.

B. Limits of All Payments

1. The ENGINEER hereby assures the OWNER and agrees that the following fee for his services (exclusive of surveys, borings, and certain special services which follow) in connection with the preparation of final plans, specifications, and contract documents and other work as generally described under I(A) is adequate to complete the assignment and shall not exceed

Forty-Four Thousand One Hundred Five
Dollars
(\$44,105.00).

2. It is also agreed that payment to the ENGINEER for services in relation to engineering surveys, including layout and logging of borings, probings or seismic surveys, together with plats

and project related special services shall be at actual cost. Actual cost shall include compensation to the ENGINEER for his work performed on these services. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

Six Thousand Two Hundred
Dollars
(\$6,200.00).

3. It is again agreed that payment to the ENGINEER for services in relation to subsurface exploration, including borings, probings or seismic surveys, shall be at actual cost as defined in IV (B) 2. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

Sixteen Thousand Six Hundred Ninety-Five
Dollars
(\$16,695.00).

~~4. It is also agreed that payment to the ENGINEER for services in relation to cadastral surveys and other work associated with the acquisition of lands, easements, and rights of way essential to the construction of the PROJECT shall be at actual cost as defined in IV (B) 2. The ENGINEER further agrees that the work proposed under this item is enough to provide adequate sites, easements, and rights of way to permit the unencumbered construction, operation, and maintenance of the completed project without interference in any way. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed~~

~~_____ Dollars
(\$_____).~~

V. Additional Covenants

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

Jason L. Gallant, PE

230 Commerce Way, Suite 302, Portsmouth, NH 03801

* *Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.*

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

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all of the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

~~C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may result from his performance and the performance of his employees under this AGREEMENT. During the term of the AGREEMENT and any extension, ENGINEER must carry and maintain the following insurance:~~

(1) Commercial general liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate applicable to the work and services performed under this AGREEMENT. The commercial general liability policy must also contain contractual liability applicable to the contractual indemnification obligation set forth in this AGREEMENT.

(2) Automobile liability coverage of at least \$1,000,000 combined single limit (each accident);

(3) Umbrella liability coverage of at least \$10,000,000;

(4) Professional liability coverage with minimum limits of \$1,000,000 per claim and \$3,000,000 aggregate;

(5) Workers' compensation coverage meeting State of New Hampshire required limits and providing employer's liability coverage.

Prior to execution of this AGREEMENT, ENGINEER must furnish to OWNER a certificate of insurance proving it carries the insurance described above. The certificate must indicate that the OWNER and its officials, agents, employees and volunteers are named as an additional insured on ENGINEER'S commercial general liability, automobile liability, and umbrella liability policies on a primary and noncontributory basis. If ENGINEER'S liability policies require certain policy provisions or endorsements to effectuate OWNER'S additional insured status, then ENGINEER must provide such policy provisions or endorsements prior to execution of this AGREEMENT.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER, and shall be transmitted to the OWNER in clean and orderly condition on demand; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER'S services or obligations (except surveys and borings and other special services) under this AGREEMENT without the prior approval and written consent of the OWNER.

F. It is further agreed that the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the necessary easements, options or outright purchases of land have been secured to provide for location of treatment works and other associated structures and equipment as shown on the contract plans or described in the specifications. ~~Similar documentation will be submitted on approvals from the State Department of Transportation and/or other state agencies regarding location of treatment works within rights of way and other lands under their jurisdiction.~~

G. Indemnification

ENGINEER shall indemnify OWNER and its officials, agents, volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, interest and expenses, including but not limited to reasonable attorney and paralegal fees, imposed upon, incurred or asserted against Indemnified Parties by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising directly or indirectly, in whole or in part, out of the negligence or willful act or omission of ENGINEER or its officers, directors, partners, members, agents, employees, representatives, contractors or subcontractors fulfilling ENGINEER's obligations under this AGREEMENT. In addition, and regardless of respective fault, ENGINEER shall indemnify Indemnified Parties for any cost, expenses and liabilities arising out of a claim, charge or determination that ENGINEER's officers, directors, partners, members, agents, employees, representatives, contractors and subcontractors are employees of Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers' compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any similar obligation associated with an employment relationship. ENGINEER's obligations to indemnify the Indemnified Parties shall survive the term of this AGREEMENT.

on the part of the ENGINEER, the ENGINEER shall be entitled to compensation for all work performed to the satisfaction of the ~~DIVISION~~ and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice of any part of the work, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and ~~DIVISION~~.

H. Attachments: OWNER and the ENGINEER agree that this Agreement shall be incorporate the following attachments which together with the previous provisions hereof represent the entire Agreement between the OWNER and the ENGINEER which may only be altered, amended or repealed by duly executed written instrument:

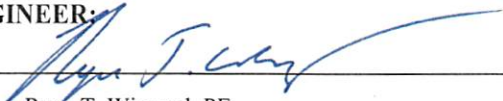
1. Exhibit A – Scope of Services
2. Exhibit B – Summary of Estimated Staff Effort (Hours) and Costs and Fee Schedule
3. Exhibit C – ENGINEER'S Resume
4. Exhibit D – ENGINEER'S Insurance
5. Exhibit E – ENGINEER'S Certificate of Vote

VI. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate any part of or all of the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of any part of or all of this AGREEMENT, without fault

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

ENGINEER:



By: Ryan T. Wingard, PE
(Authorized Representative*)

Date: May 3, 2023

OWNER:

By: _____
(Authorized Representative*)

Date: _____

APPROVED: **

DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Division

By: _____
(Authorized Representative)

Date: _____

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

230 Commerce Way, Suite 302
Portsmouth, NH 03801
603.430.3728 | www.wright-pierce.com

April 19, 2023

Mr. Paul Vlasich, PE, Town Engineer, Interim Public Works Director
Attn: Mr. Jay Perkins, Highway Superintendent
Town of Exeter Public Works
13 Newfields Road
Exeter, NH 03833

**SUBJECT: Linden Street Bridge over Exeter River (NHDOT Br. No. 081/046)
Proposal for Design Phase Services**

Dear Jay,

Wright-Pierce is pleased to provide this proposal for preparing design, plans, specifications, and estimate (PS&E) to rehabilitate the bridge that carries Linden Street over the Exeter River. Our understanding and proposed services for the project are based on the 2022 evaluation of the subject bridge by Wright-Pierce for substructure rehabilitation and maintenance and the Town's request for this proposal, which intends to use the pending NH SB 401 allocation to the Town to advance design for the project.

The existing bridge is assumed to be built in 1993 based on available drawings and consists of a timber deck and railing system supported on a 58-foot span glue-lam beam superstructure. The bridge substructure includes pile supported beam seats wrapped in mechanically stabilized (geogrid reinforced) earth with timber facing. Settlement, rotation, and bulging of the MSE wingwalls and abutments over time has resulted in corresponding settlement of the roadway approaches to the bridge. The abutment movement is most noticeable at the corner junction of the breastwall and west wingwall at the north abutment, where the timber facing has displaced up to approximately 2 inches from assumed original location.

The proposed bridge rehabilitation project involves abutment and wingwall repairs to stabilize the existing timber facing, deck surface repairs, bridge rail upgrades, and installation of approach slabs to ease the transition from roadway approaches to the bridge structure. This project is anticipated to result in temporary impacts to the Exeter River and its protected shoreland.

SCOPE OF SERVICES

The following is a summary of the scope of work we will undertake for the design phase:

Phase 1 – Project Initiation & Subconsultant Coordination

Task 1.1 – Initiation, Planning and Coordination: Wright-Pierce will develop a project specific management plan, quality assurance/quality control plan, and project safety and abutter notification plan for field work. Wright-Pierce will perform project administration activities including:

1. Schedule and budget management meeting agendas, and minutes.

4/19/2023

Attn: Mr. Jay Perkins, Highway Superintendent

Page 2 of 5

2. Prepare for and participate in meetings to kick-off and review progress of the project and obtain feedback and direction from the Town. Four meetings are assumed as follows:
 - a. Kick-off meeting
 - b. Three progress meetings
3. Attend up to two public / stakeholder meetings with the Town. Wright-Pierce provide meeting agendas, presentations, and minutes.

Task 1.2 – Wetland Delineation: Wright-Pierce will subcontract with CSA Environmental Consultants, LLC (CSA) to perform wetland delineation services. CSA will flag associated resource boundaries at the site and provide a written delineation report that describes the delineation methods and resources identified.

Task 1.3 – Site Survey: Wright-Pierce will collect and review data any new or additional information from the Town including documentation of right-of-way and temporary easements in the project area. We will subcontract with GM2 to perform a site survey of the project area. The survey will reference NH State Plane Coordinates, NAD83(2011) and NAVD88 and data will be collected in a manner suitable to create contours at the 1-foot interval. The survey will extend to the edge of the water on each bank of the Exeter River. It is assumed that bathymetric survey and hydraulic cross sections of the river are not necessary.

Task 1.4 – Geotechnical Exploration and Recommendations: Wright-Pierce will subcontract with GM2 again to develop and execute a field exploration and geotechnical analysis of the site for the proposed bridge substructure repairs. GM2 will take two borings, one at each abutment as part of a one-day program. GM2 will use a boring contractor who will also provide traffic control including signs, cones, and a police detail since the borings will require a one-lane roadway closure. GM2 will arrange for geotechnical laboratory tests of selected soil samples collected from the explorations to confirm field classifications and assess physical characteristics and engineering properties of the soil. Geotechnical engineering analyses and a geotechnical report will be prepared for the project:

1. A description of the subsurface exploration program and discussion of subsurface conditions.
2. A site plan showing exploration locations.
3. Test boring logs.
4. A summary of the proposed repairs and modifications to the bridge and abutments based on relevant information provided by the design team.
5. A discussion of potential geotechnical-related causes for the observed structural deficiencies, feasible repair alternatives, and a recommended approach based on preliminary discussions with the design team.
6. Recommendations for site preparation and earthwork associated with the proposed repairs including excavation considerations; the need for temporary excavation support and dewatering, subgrade stabilization, preparation, and protection; fill material, and compaction methods and criteria.
7. Geotechnical recommendations for design and construction of the selected abutment repair approach, as applicable. Recommendations could include lateral earth pressure coefficients, resistance to lateral loads, seismic design requirements, and anchor installation and capacities.
8. Recommendations for design and construction of approach slabs including subgrade preparation, minimum under-slab crushed stone thickness, and modulus of subgrade reaction.

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Attn: Mr. Jay Perkins, Highway Superintendent

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9. Provide geotechnical-related specifications for construction of the proposed repairs. For budgeting purposes, we have assumed preparation of up to two technical specification sections (e.g., earthwork and ground anchors or soldier piling).

Task 1.5 – Right of Way and Easement Coordination: Wright-Pierce will analyze existing survey data and any survey data performed in Task 1.3 to determine the need for any access agreements or easements associated with contractor access to perform the proposed abutment repairs. Wright-Pierce will provide sketches of temporary and permanent impact areas that the Town can use to develop construction and/or maintenance agreements as needed. It is assumed that no property takings are required for the bridge rehabilitation project.

Phase 2 – Preliminary Design

Task 2.1 – Construction Sequencing: Wright-Pierce will develop a preliminary and final construction sequencing and traffic plan assuming site constraints will require phased construction. Upon completion of the preliminary sequencing and traffic plan, Wright-Pierce will meet with the Town to give the Town an opportunity to comment on the sequencing plan. Wright-Pierce will make revisions and include a construction sequencing plan in the Preliminary Design Report outlined in Task 2.3.

Task 2.2 – Preliminary Plan Development: Wright-Pierce will develop a 30% preliminary plan set using the AutoCAD for drawing production. The 30% plan set will be included in the Preliminary Design Report outlined in Task 2.5. Plan sheets in the 30% preliminary plan set are expected to include:

- a. Title Sheet
- b. General Notes
- c. Plan and Profile
- d. Bridge and Roadway Typical Sections
- e. Preliminary Abutment Repair Details
- f. Temporary Erosion Control & Dewatering Plan
- g. Maintenance of Traffic Plan

Task 2.3 – Preliminary Cost Estimate: Wright-Pierce will develop a 30% preliminary opinion of probable cost based on an AACE Class 2 estimate. This will include item numbers consistent with NHDOT specifications and will be included in the Preliminary Design Report outlined in Task 2.5.

Task 2.4 – Preliminary Design Report: Wright-Pierce will develop a Preliminary Design Report (PDR). The PDR will include detailed descriptions of the existing conditions, purpose and need of the project, and proposed solution. The 30% preliminary plans, opinion of probable cost, geotechnical, and wetland delineation data will also be included in the PDR. The PDR will be submitted to the Town of Exeter for review and comment.

4/19/2023

Attn: Mr. Jay Perkins, Highway Superintendent

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Task 2.5 – QA/QC: The Wright-Pierce team will perform QA/QC reviews of the Preliminary Design deliverables in accordance with the project Quality Management Plan.

Task 2.6 – Develop and File Permits: Wright-Pierce will develop and file the required State permits on behalf of the Town based on the permitting matrix developed in the preliminary assessment of the project. Anticipated Permits include Wetlands and Shoreland Permit by notification. Each of these permits has a \$400 filing fee that is assumed paid directly by the Town to NHDES. Wright-Pierce will coordinate with the Town regarding specific Town permits or ordinances that affect the project.

Phase 3 – Final Design

Task 3.1 – Final Design and Plan Development: Wright-Pierce will develop a 100% plan set for construction of the proposed repairs. The 100% plan set will consist of the sheets from the 30% plan set plus at least the following additional sheets (final plan sheets subject to selected abutment repairs):

- a. Final Abutment Repair Details
- b. Bridge Rail Details

Task 3.2 – Final Cost Estimate: Wright-Pierce will develop and submit a final opinion of probable cost based on an AACE Class 1 estimate. This will include item numbers consistent with NHDOT Standard Specifications and be based on weighted averages of similar recent NHDOT projects.

Task 3.3 – Develop Specifications: Wright-Pierce will develop Specifications based on the Engineers Joint Contract Documents Committee (EJCDC) and NHDOT Standard Specifications. Items quantified in the opinion of probable cost will use NHDOT Standard Specifications or a Special Provision based on NHDOT Standard Specifications.

Task 3.4 – QA/QC: The Wright-Pierce team will perform QA/QC reviews of the Final Design deliverables in accordance with the project Quality Management Plan.

Phase 4 – Bidding Assistance and Award

Task 4.1 – Bidding Assistance & Award: Wright-Pierce will provide the Town of Exeter with bidding assistance and award. This includes advertising the job for bid, providing answers to questions submitted by contractors, providing addenda as necessary, and reviewing bids with the Town and making a recommendation to award the contract.

PROPOSED FEE AND SCHEDULE

Our proposed fee for services above is \$67,000. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus Reimbursable Expenses times a factor of 1.0 and charges for subsconsultants' services times a factor of 1.10. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A - copy attached).

4/19/2023

Attn: Mr. Jay Perkins, Highway Superintendent

Page 5 of 5

Wright-Pierce is available to begin immediately upon authorization to proceed from the Town of Exeter. We propose to complete this effort for Summer 2023 bidding assuming authorization to proceed by April 28, 2023. If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files.

We appreciate the opportunity to be of continued service to you and look forward to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-400-6448.

Sincerely,

WRIGHT-PIERCE



Jason L. Gallant, PE
Transportation Infrastructure Group Leader
jason.gallant@wright-pierce.com

Seen and agreed to by:

Town of Exeter

By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce

By:  _____

Ryan T. Wingard, PE

Vice President

April 19, 2023

EXHIBIT B - FEE PROPOSAL

Task	Design Fee for Linden Street Bridge Project	PIC	PM	LPE	PE	TECH ADV/ QA/QC	ENG TECH	ADMIN	Total Hours	Sub-Contractor/ Consultant	Task Subtotal
		204	233	205	91	204	106	76			
Task 1 - Project Initiation & Subconsultant Coordination											
1.1	Initiation, Planning and Coordination	4	8		8			8	28	\$ -	\$ 4,016
1.2	Wetland Delineation				2				2	\$ 900	\$ 1,082
1.3	Site Survey						8		8	\$ 5,300	\$ 6,148
1.4	Geotechnical Exploration and Recommendations		2		4			2	8	\$ 16,695	\$ 17,677
1.5	Right of Way and Easement Coordination		2		4			2	8	\$ -	\$ 982
Task 2 - Preliminary Design											
2.1	Construction Sequencing			2	4				6		\$ 774
2.2	Preliminary Plan Development			2	8		96		106		\$ 11,314
2.3	Preliminary Cost Estimate			2	6				8		\$ 956
2.4	Preliminary Design Report				16				16		\$ 1,456
2.5	QA/QC		2						2		\$ 466
2.6	Develop and File Permits				24			4	28		\$ 2,488
Task 3 - Final Design											
3.1	Final design and plan development			4			86		90		\$ 9,936
3.2	Final Cost Estimate				6				6		\$ 546
3.3	Develop Specifications			8	30				38		\$ 4,370
3.4	QA/QC		2						2		\$ 466
Task 4 - Bid Phase Services											
4.1	Bidding assistance and award			4	36				40		\$ 4,096
SUMMARY											
	Person-Hour Total	4	16	22	148	0	190	16	396	\$ 22,895	\$ 66,773
	Labor Cost	\$ 816	\$ 3,728	\$ 4,510	\$ 13,468	\$ -	\$ 20,140	\$ 1,216	\$ 43,878		\$ 66,773
	Engineering Labor Subtotal									\$ 43,878	
	Sub-Contractor/Consultant Subtotal									\$ 22,895	
	Non-Labor										
	Equipment / Materials									\$ -	
	Travel / mileage									\$ 127	
	Printing									\$ 100	
	Other Expenses										
	Non-Labor Expenses Subtotal									\$ 227	
	TOTAL ESTIMATED FEE									\$ 67,000	



Jason L. Gallant, PE

TRANSPORTATION INFRASTRUCTURE GROUP LEADER

Project Assignment: Senior Project Manager

Education

M.S., Civil Engineering,
Structural Focus,
Northeastern University

B.S., Civil Engineering,
University of New Hampshire

Professional Registration

Connecticut
Florida
Maine
Massachusetts
New Hampshire
Pennsylvania
Rhode Island
Vermont

Experience

26 Years

Joined Firm

2021

Professional Affiliations

American Society of Civil
Engineers (ASCE)

NH ASCE Section President
2005 - 2006

ASCE National Committee on
State Government Relations,
Past Member

American Consulting
Engineers Council

ACEC-NH Government Affairs
Committee, Member

NHDOT / ACEC Consultant
Quality Initiative
Subcommittee on Consultant
Contracts, Past Member

MaineDOT / ACEC Joint
Transportation Taskforce
Committee, Member

Experience Summary

Jason has over two decades of experience in heavy civil and transportation infrastructure engineering including project management, project engineering, staff leadership, and development for design and construction projects. As Senior Project Manager, he provides strategic insight and quality work to our clients in leading projects from concept to completion. His expertise includes design-build and design-bid-build project delivery methods. His core technical background is in bridge and building design. Jason also has experience in technical execution and management of projects focused on roadways, marine infrastructure, dams, environmental permitting, and site design. He has successfully delivered design and construction projects throughout the Northeastern U.S. for state DOT's, transportation authorities, port authorities, municipalities, institutions, and private clients.

Relevant Project Experience

Waterfront and Marine

- Stone Wharf Evaluation, Chebeague Island, ME
- Redevelopment of the Maine State Pier and Proposed Cruise Ship Berth, Portland, ME*
- Boat Ramp Reconstruction, Manchester-by-the-Sea, MA*
- Pier and Seawall Design and Rating, Manchester-by-the-Sea, MA*
- Tuck's Point Seawall Replacement, Manchester-by-the-Sea, MA*

Bridge and Transportation Infrastructure Projects

- Pedestrian Footbridge Replacement, Montague, MA
- Linden Street over Exeter River, Exeter, NH
- Garrison Lane over Little River, Exeter, NH
- Portland Avenue Reconstruction, Dover, NH
- Lowell Road Bridge Rehabilitation, Hudson, NH
- Statewide On-Call Bridge Design Services, NHDOT, Various Locations in NH*
- Loudon Road Bridge Rehabilitation, Concord, NH*
- Linden and Court Street Bridges, Exeter, NH*
- Bridge Rehabilitation, Concord, NH*
- Longmarsh Road Bridge, Durham, NH*
- I-93 Salem-Manchester Final Design, NHDOT, Salem and Windham, NH*
- Bridge Widening and New Pedestrian Bridge, Waterville Valley, NH*
- Belvedere Road Reconstruction, Gilsum, NH*
- Emergency Bridge Replacement Program, Loudon, NH*
- Rehabilitation of U.S. Rt. 4 over the BMRR and Mascoma River, Lebanon, NH*
- Bridge Repair and Bridge Replacement Program, Salem, NH*
- Haverhill Road over Spicket River, Salem, NH*

Jason L. Gallant, PE

MaineDOT / ACEC
Subcommittee on Bridge
Design, Member, Past Chair
MaineDOT / ACEC
Subcommittee on Alternate
Project Delivery, Past
Member

Professional

Trainings/Certifications

FHWA-NHI Safety Inspection
of In-Service Bridges, 6.7 CEU
Program Manager

OSHA 10-Hour Training

- Cluff Crossing over Policy Brook, Salem, NH*
- Pelham Road over Porcupine Brook, Salem, NH*
- Emerson Way over Widow Harris Brook, Salem, NH*
- North Main Street over Widow Harris Brook, Salem, NH*
- Lawrence Road over Spicket River, Salem, NH*
- Washington Street Bridge Replacement, Dover, NH*
- Bridge Repair Program, Dover, NH*
- Conway Bypass Phase 4B, 6, 7A, 7B, NHDOT, Albany, Conway, Madison, NH*
- Conway Bypass Phase 4A, NHDOT, Conway, NH*
- Mine Falls Bridge Inspections, Nashua, NH*
- Old Ferry Road Culvert/Tidal Stream Crossing, Wiscasset, ME
- Access Road Bridge, Maine Water Company, Rockport, ME
- Wilson Pond Road Culvert Replacement, Monmouth, ME
- Elm Street Retaining Wall and Culvert Replacement, Topsham, ME
- Biddeford Riverwalk Extension Design, Biddeford, ME
- Bridge Load Rating Assignments, MaineDOT, Various Locations in ME*
- Design-Build, Route 136/125, MaineDOT, Freeport, ME*
- Embden-Solon Bridge #2267, MaineDOT, Embden-Solon, ME*
- Piscataquis River Bridge Design/Build Project, MaineDOT, Howland, ME*
- I-95 Bridges over Kennebec River/MCRR, MaineDOT, Fairfield and Benton, ME*
- Veteran's Memorial Bridge Design/Build, MaineDOT, Portland, ME*
- MA Route 28 over Pleasant Bay Utility Support Replacement, Orleans, MA
- Summer Street Bridge Modifications, Massachusetts Port Authority, Boston, MA*
- Leverett Circle Pedestrian Overpass #68387, MassDOT, Boston, MA*
- CA/T Program Management Services #77866, MassDOT, Boston, MA*
- Thomas J. Butler Dedicated Freight Corridor and Memorial Park, Massachusetts Port Authority, Boston, MA*
- Commonwealth Avenue Design/Build Superstructure Replacement, MassDOT, Boston, MA*
- Cambridge Turnpike, Concord, MA*
- Monument Street Retaining Wall, Concord, MA*
- Route 8 over B&M Railroad and Hoosic River, MassDOT, North Adams, MA*
- MA Route 146/Route 20 Interchange Project (Masspike Exit 10A), MassDOT, Millbury, MA*
- CA/T, I-93 Viaduct/Central Artery, C19B1, MassHighway Dept., Boston, MA*
- Olive Street Bridge, MassDOT, Attleboro, MA*
- Route I-91 NB & SB over East Street, MassDOT, Easthampton, MA*
- Emergency Culvert Replacement at Sawmill Brook, Concord, MA
- Winsted Road Pedestrian Underpass, Torrington, CT
- Marsh Hill Road over I-95, ConnDOT, Orange, CT*
- North Hero-Grand Isle Drawbridge Replacement, Vermont Agency of Transportation, North Hero, VT*
- Chittenden County Circumferential Highway (CCCH) Supplemental EIS, Vermont DOT, Essex-Williston, VT*

Transit Projects

- Worcester Union Station Accessibility Improvements and Associated Track Work, Massachusetts Bay Transportation Authority, Worcester, MA*
- Repair/Rehabilitation of the Merrimack River and Washington Street Bridges, Massachusetts Bay Transportation Authority, Haverhill, MA*
- On-Call Rail Support Services, Keolis Commuter Services, Statewide, MA*

Building Projects

- Wastewater Treatment Facilities, Concord, NH
- Wastewater Treatment Facility, Durham, NH
- Wastewater Treatment Facility Amendment Storage Building, Merrimack, NH
- Industrial Building Construction, G-P Gypsum, LLC, Newington, NH*
- Industrial Building Addition, G-P Gypsum, LLC, Newington, NH*
- Chemical Storage Building, G-P Gypsum, LLC, Newington, NH*
- Transfer Station and Recycling Facility, Derry, NH*
- Wastewater Treatment Facilities, Concord, NH*
- Water Treatment Facility, Concord, NH*
- Mt. Carberry Landfill, Androscoggin Valley Refuse Disposal District, Berlin, NH*
- On-Call Design Services, Manchester-Boston Regional Airport, Manchester, NH*
- Renovations of a Historic Mill Building, 57 Broad Street, LLC, Claremont, NH*
- Building Renovations, Casella Waste Systems, Allentown, NH*
- Safety Complex, Salisbury, NH*
- I-93 Exit 5 Bus Maintenance and Storage Facility, NHDOT, Londonderry, NH*
- Prescott Square Condominiums, Nashua, NH*
- Lonza Large Scale Build Out (LSBO), Portsmouth, NH*
- Building Evaluation and Due Diligence, Peterborough, NH*
- Campus Development/Planning, Colby-Sawyer College, New London, NH*
- Curtis L. Ivey Science Center, Colby-Sawyer College, New London, NH*
- Weigh Area, MaineDOT, Auburn/Turner, ME*
- Redevelopment of the Maine State Pier and Proposed Megaberth Construction, Portland, ME*
- Building Renovation, La Quinta Holdings, Inc., New Britain, CT*

Dams and River Stabilization

- Sawyer Mills Dam Removals, Sawyer Mills, LLC, Dover, NH*
- White Brook Bank Stabilization Project, Gilsum, NH*
- Connecticut Riverbank Stabilization Project, Colebrook, NH*
- Woodbury Pond Dam Rehabilitation, Litchfield, ME
- Silvermine Pond Dam Rehabilitation, New Canaan, CT
- Dam Spillway Rehabilitation, AIMCO, Inc., Warwick, RI*

*Experience from previous employer

Wright-Pierce Certificate of Vote

I, Ryan T. Wingard, hereby certify that I am the duly elected Clerk of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 5, 2023, at which a quorum of the board was present and voting.

VOTED:

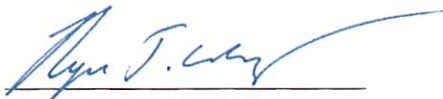
That any one or all of the following Wright-Pierce employees, on behalf of the corporation, are authorized to execute Wright-Pierce contracts, both service agreements and general contractual obligations:

- Paul F. Birkel, President & CEO
- John W. Braccio, Chairman of the Board & Strategic Advisor
- Richard N. Davee, Vice President
- Thomas J. Hogan, Regional Group Leader*
- Steven C. Hallowell, Vice President
- Edward J. Leonard, Vice President
- Christopher N. Pierce, Vice President
- Richard G. Protasowicki, Vice President
- Laura J. Riley, Vice President/Treasurer/CFO
- Timothy R. Vadney, Vice President
- Robert J. Williamson, Regional Group Leader
- Ryan T. Wingard, Vice President/Clerk

** Limited to Wright-Pierce standard agreements with Wright-Pierce standard terms and conditions agreements with value up to \$50,000.*

I hereby certify that said vote has not been amended or repealed and remains in full force and effect.

Attest:



Ryan T. Wingard, Clerk

April 5, 2023



EXHIBIT E - INSURANCE CERTIFICATES
 Client#: 249853 WRIGHTPIERCE

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 12/13/2022

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

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


PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola
	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A : Hartford Underwriters Insurance Company 30104
	INSURER B : Hartford Fire Insurance Company 19682
	INSURER C : Nutmeg Insurance Company 39608
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER: 23-24** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20SBWAP6AAL	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			20UEGEI3499	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			20SBWAP6AAL	01/01/2023	01/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			20WEGAP5YF8	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Webster Avenue Pump Stationn and Forcemain Upgrades and Squamscott Sewer Siphon Upgrades. The Town of Exeter, NH its officials, agents, employees and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation are primary & non-contributory where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER Town of Exeter 13 Newfields Road Exeter, NH 03833	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



WRIGHTP-01

C.JOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2022

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Berkshire Hathaway Specialty Insurance Company 22276	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Wright-Pierce 99 Main Street Topsham, ME 04086	
---	--

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab.			47EPP31360303	1/1/2023	1/1/2024	Per Claim Limit	5,000,000
A				47EPP31360303	1/1/2023	1/1/2024	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Coverages are in accordance with the policy terms and conditions.

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Town of Exeter 13 Newfields Road Exeter, NH 03833	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i></p>
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Tax Abatements, Veterans Credits & Exemptions

Permits & Approvals

Correspondence

*RM Allen and the American Independence Museum
cordially invite you to attend the memorial granite step
dedication, on Juneteenth 2023, in the name of*

PVT. JUDE HALL, 3RD NH

Monday, June 19th, 5-5:30pm
Memorial Staircase, Water Street
American Independence Museum, Exeter NH

HONORS WILL INCLUDE A MUSKET SALUTE





May 23, 2023

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

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly please note the changes which will occur on or about July 27, 2023, to the Xfinity channel lineup provided in your community:

- The following Limited Basic channel changes will occur: Leased Access will move from channel 283 to channel 190; Local Programming will move from channel 98 to channel 6, Local Programming will move from channels 13/1090 to channels 8/1075, Local Programming will move from channels 95/1091 to channel 26/1076, and Local Programming will move from channel 1084 to channel 1071.

CSPAN2 channel 247/HD 1129 will move from Expanded Basic, Sports & News, Family Tier, and Digital Economy to Limited Basic; WFXT (FOX) will move from channel 16 to channel 13; WMEA (PBS) will move from channels 17/HD 812 to channels 16/HD 811; WUNI (Univision) will move from channel 8 to channel 17; WYDN (Daystar) channel 81 will move channel 24; QVC will move from channels 82/HD 811 to channels 25/HD 812; NECN will move from channel 6 to channel 48; Jewelry TV will move from channel 48 to channel 57.

- The following channels will only be available in the channels noted and removed from any 3-digit channels numbers: Leased Access channel 1096; Leased Access channel 1099; WENH World channel 1146; WENH Kids channel 1147; WENH Create channel 1148; WMEA channel 1150; WMEA Kids channel 1151; WBZ Start channel 1165; WBZ Dabl channel 1166; WBTS Cozi channel 1171; WBTS channel 1172; WHDH This TV channel 1174; WLWU BuzzR channel 1177; WCVB MeTV channel 1180; WMUR MeTV channel 1183; WFXT Comet channel 1186; WFXT Laff channel 1187; WNEU TeleXitos channel 1192; and WUTF LATV channel 1195.
- The following Expanded Basic and Kids & Family channel changes will occur: Disney Channel will move from channel 24 to channel 70; Nickelodeon will move from channel 25 to channel 71; Freeform will move from channel 26 to channel 72; Hallmark Channel will move from channel 71 to channel 73.
- The following Digital Preferred and Ultimate TV tier channel changes will occur: BBC News will move from channel 190 to channel 189; Pursuit Channel will move from channel 686 to channel 258; MLB will move from channel 269 to channel 262; ESPN U will move from channel 286 to channel 263; Screenpix will move from channel 205 to channel 330; Screenpix Action will move from channel 197 to channel 331; Screenpix Westerns will move from channel 206 to channel 332; and Screenpix Voices will move from channel 209 to channel 333.
- The following More Sports & Entertainment Package channel changes will occur: NFL Red Zone will move from channel 287 to channel 264; Big Ten Network will move from channel 285 to channel 269; MLB will move from channel 269 to channel 262; and ESPN U will move from channel 286 to channel 263.

Town Manager's Office

MAY 24 2023

Received

- The following duplicate channels will no longer be available: TruTV channel 185; EWTN channel 238; Flix channel 202; Hallmark channel 208; INSP channel 234; MSNBC channel 251; NBA TV channel 599; and NFL Network channel 715.
- The following Premium channel changes will occur: HBO Zone, MovieMax, OuterMax and SHO X BET will no longer be available from Xfinity; HBO Signature HD will be added to channels 771/1806; Starz will move from channel 321 to channel 335; Encore will move from channel 326 to channel 336; Encore Action will move from channel 203 to channel 337 ; Encore Westerns will move from channel 207 to channel 338; and Encore Black will move from channel 192 to channel 339.
- The following channel changes will occur: BBC World News will move from channel 190 to channel 189.
- The following duplicate channels will no longer be available: Hallmark channel 208; and INSP channel 234.
- The following channel changes will occur: Disney Channel will move from channel 24 to channel 70 and Nickelodeon will move from channel 26 to channel 72.

Customers are receiving notice of these changes in their bill. Please do not hesitate to contact me with any questions at Bryan_Christiansen@comcast.com or 617.279.6956.

Sincerely,

Bryan Christiansen

Bryan Christiansen, Director
Government & Regulatory Affairs



NHMA 2023 Legislative Bulletin 22

1 message

NH Municipal Association <governmentaffairs@nhmunicipal.org>
Reply-To: NH Municipal Association <governmentaffairs@nhmunicipal.org>
To: NHMA Member <pmcelroy@exeternh.gov>

Fri, May 26, 2023 at 11:29 AM

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 22

2023 Session

May 26, 2023



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Natch Greyes
Government Affairs Counsel

Katherine Heck
Government Finance Advisor

Jonathan Cowal
Municipal Services Counsel

Timothy W. Fortier
Communications Coordinator

Pam Valley
Administrative Assistant

25 Triangle Park Drive

Debt Ceiling Negotiations in Washington

On Tuesday, NHMA participated in a meeting hosted by Senator Jeanne Shaheen, where local leaders spoke eloquently on the devastating consequences that a default—or that significant cuts and claw backs—would have on local governments and their residents. Many expressed concerns about the impact on borrowing and the weakening of the dollar, which would wreak havoc on the economy.

With respect to claw backs, we were assured that the American Rescue Plan Act (ARPA) State and Local Relief Funds (SLFRF) will be safe from any proposed claw blacks. However, the latest update is that there are approximately \$56 billion of unobligated money from the six other Covid relief bills that could be clawed back, according to the Congressional Budget Office. The House Appropriations Committee minority staff prepared a [breakdown of the major programs](#) that might be affected.

The failure to act would initiate a catastrophic ripple effect throughout the economy. Our federal delegation, and the National League of Cities (NLC), are advocating to avoid a default, raise the debt ceiling, and protect the federal funding that both the state and local governments rely on to move local policy priorities forward.

Time is running out for a deal before June 1, the date Treasury Secretary Janet Yellen has said is a “hard deadline.” The most recent news that we’ve seen is that a deal is likely to be reached

Concord NH 03301

Tel: 603.224.7447

Live Bill Tracker



before that deadline, and we are hopeful that congressional leaders will find a compromise that minimizes the impact on municipalities.

Weekly Update

It was another busy week at the legislature. Most of the action took place in the Senate Finance Committee, which is scheduled to finish its work on the budget next week. As we stated [last week](#), we expect that the Senate will pass the budget recommended by the Senate Finance Committee, and then the House will non-concur and ask for a committee of conference. It is very likely that there will be significant shifts in what programs are included and funded by the budget several times during that process.

Also this week, the House Municipal and County Government Committee held an executive session on two bills. The first, [SB 47](#), establishing a commission to study barriers to increased density of residential development in New Hampshire, was recommended Ought to Pass with a committee amendment. The second, [SB 132](#), prohibiting cities and towns from adopting sanctuary policies, heads to the floor of the House without recommendation.

We anticipate that next week will see a flurry of activity in the House as it looks to respond to the actions likely to be taken by the Senate when the budget comes up for a vote. In anticipation of the vote, we have prepared a [spreadsheet](#) of our budget priorities.

The Buzz on Marijuana Legalization

One of the big items this week was the House Commerce Committee holding a hearing on non-germane amendment [2023-1892h](#) to [SB 98](#). That amendment would create a state-run retail cannabis program and, importantly, includes municipal regulatory authority via a two-step process. The first step is an opt-in option which will be determined via a vote in November 2024. The second step, if a municipality's voters opt-in, is for the municipality to consider what, if any, zoning provisions should apply to "cannabis establishments"—including where they may be located, their hours of operation, etc. That language was included at our request to ensure that the local regulatory provisions of the law, if enacted, would reflect our [member-adopted policy](#) on cannabis. We anticipate that the House Commerce Committee will recommend adoption of non-germane amendment 2023-1892h.

As a reminder, last week the Senate also adopted [Amendment 2023-1930s](#) to [HB 611](#) forming a study commission charged with figuring out how the state will legalize and sell cannabis, and passed the amended bill.

It is not yet clear what will happen with cannabis this session. We have been busy touching base with leadership in both the House and Senate to ensure that they are aware of our [member-adopted policy](#) on cannabis and to garner support for its continued

inclusion in any discussion about legalization and sale. Whether—and what—legislation may pass this year remains to be seen, but sale and legalization of marijuana are certain to remain high on the legislative agenda.

Hearing Schedule

Please [click here](#) to find a list of hearings next week on bills that NHMA is tracking. Please note that the linked PDF only covers hearings scheduled for the next week. For the most up-to-date information on when bills are scheduled for a hearing, please use our [live bill tracker](#).

[2023 NHMA Events Calendar](#)

[2022 Final Legislative Bulletin](#)

Website: www.nhmunicipal.org

Email: governmentaffairs@nhmunicipal.org

Our mailing address is:

NH Municipal Association
25 Triangle Park Drive
Concord, NH 03301

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NHMA 2023 Legislative Bulletin 23

1 message

NH Municipal Association <governmentaffairs@nhmunicipal.org>
Reply-To: NH Municipal Association <governmentaffairs@nhmunicipal.org>
To: NHMA Member <pmcelroy@exeternh.gov>

Fri, Jun 2, 2023 at 11:59 AM

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 23

2023 Session

June 2, 2023



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Debt Ceiling Deal: What It Means for Cities and Towns

With days to spare, Congress passed the [Fiscal Responsibility Act of 2023 \(H.R. 3746\)](#). On Wednesday, the U.S. House of Representatives passed the bill on a vote of 314-117. This vote was followed by passage by the U.S. on Thursday on a vote of 63-36. (The President has stated that he will sign the bill as soon as it reaches him.) The deal brokered between the President and House Speaker would raise the federal debt ceiling and fund the government for the next two years. The deal offers concessions to both sides of the aisle—including clawbacks of unobligated funds in several COVID-era bills—and will avoid default if signed by the President by the June 5 deadline.

Under the deal, the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) will not be subject to clawbacks. The clawback language contained in the bill applies to funds unobligated at the federal level, not at the direct recipient level. However, some unspent Covid relief funds at the federal level that will impact municipalities include the Education Stabilization Fund and the Public Health and Social Services Emergency Fund, although the impact is minimal. Additionally, federal aid programs like the Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) would both see increased work requirements under the deal.

No Legalized Cannabis, Yet

Live Bill Tracker



As we reported [last week](#), one of the big items still being debated at the State House is cannabis legalization and sale. This week, the House Commerce Committee voted not to recommend non-germane amendment [2023-1892h](#) to [SB 98](#), creating a state-run retail cannabis program. Meanwhile, House Health, Human Services and Elderly Affairs has reviewed Senate [Amendment 2023-1930s](#) to [HB 611](#), forming a study commission charged with figuring out how the state will legalize and sell cannabis, and expressed a desire for a study committee, not a commission. (Note that a study committee is made up of legislators only, while a study commission consists of legislators *plus* a variety of stakeholders.) It is expected that the House will vote to non-concur and request a committee of conference on [HB 611](#).

All that being said, rumors are swirling about House floor amendments relative to legalization of cannabis. If rumors are to be believed, it is possible that we will see additional attempts by the House to find a solution that works for a majority of its membership and complies with what Governor Sununu suggested several weeks ago.

Senate Budget Proposal – What’s In, What’s Out, What’s the Same?

On Thursday the Senate Finance Committee completed work on [HB 1](#) and [HB 2](#), the biennial state operating budget and the trailer bill that enacts the statutory changes necessary to implement the budget. [HB 1](#) was approved unanimously by the Senate Finance Committee while [HB 2](#) was recommended on a partisan vote of 5-2. The committee’s budget proposal will go to the full Senate next Wednesday, June 7, for debate, consideration of amendments, and ultimate adoption of a “Senate version” of the budget. Since there are differences between the Senate version and the House version of the budget reflecting different revenue and spending priorities, a committee of conference charged with reconciling and/or compromising the differences is extremely likely. This committee of conference will have until June 22 to agree on a final version of the budget, which will then go back to both chambers for approval on June 29. If both chambers agree, the bill will then head to the governor for consideration.

From a municipal perspective, here is what’s in, what’s out, and what’s the same in the Senate Finance Committee’s proposed budget as compared to the House version adopted in early April:

Operating budget: The Senate Finance Committee approved its proposed \$14.47 billion operating budget, compared to the House approved \$15.76 billion spending plan.

Meals & Rooms Tax Distribution: Both the Senate Finance Committee and the House versions include meals and rooms tax funding at an estimated \$121.1 million in FY 24 with a potential increase to \$123.5 million in FY 25. It is of note that since this is now a dedicated fund and no longer a general fund expenditure per RSA 78-A:23, IV, Treasury has warrant authority to make

statutory payments, so the municipal distribution will no longer be included as a line in the budget.

Highway Block Grant: Based on more recent highway fund revenue estimates, the Senate Finance Committee budgeted \$32.56 million in FY 24 and \$32.35 million in FY 25. Exact amounts per year will be based on RSA 235:23 which requires 12 percent of the gross road toll revenue (2.7 cents) and motor vehicle fees collected in the preceding fiscal year to be distributed to municipalities. The Senate Finance Committee also adopted an amendment to HB 2 to establish an annual registration surcharge on electric (\$100) and plug-in hybrid (\$50) vehicles, with proceeds credited to the highway fund.

The Senate Finance Committee also incorporated the language of **SB 270** (tabled by the Senate) into **HB 2** which appropriates an additional one-time payment of \$10 million for highway block grants for municipal road maintenance and repair and \$10 million for municipally owned bridges.

State Aid Environmental Grants for Wastewater: Both bodies included a \$27.9 million appropriation to fund wastewater state aid grants (SAG) for municipalities, and the Senate Finance Committee proposed an additional \$15 million per year in FY 26 and FY 27.

PFAS Response Fund: The Senate Finance Committee incorporated the language of **SB 138** (tabled by the Senate) into **HB 2** and appropriated \$2 million in funding for PFAS remediation to the PFAS remediation loan fund.

Cyanobacteria Mitigation Grant and Loan Fund: The Senate Finance Committee appropriated \$1 million to the cyanobacteria mitigation grant and loan fund, where the House version of the budget had established the fund, with \$1 dollar appropriated to the fund as a placeholder.

Flood Control: Both bodies included funds to reimburse municipalities involved in flood control compacts at \$830,000 each year.

Housing Initiatives: The Senate Finance Committee reduced the House approved InvestNH program appropriation from \$15 million to \$10 million and returned to the language of the governor's proposal, which would allow both municipalities and housing developers to access grants.

The Senate Finance Committee also incorporated the language of **SB 145** (tabled by the Senate) into **HB 2**. This language would establish a New Hampshire housing champion designation program, include a housing production municipal grant program, and include a housing infrastructure municipal grant and loan program and proposes a \$5 million appropriation.

Addressing Homelessness: The Senate Finance Committee

appropriated \$10 million for funding related to increasing rates for shelter programs and assisting cities and towns with housing expenses for homeless people.

New Hampshire Retirement System (NHRS): The Senate Finance Committee amended HB 2 and removed the House approved one-time \$50 million payment to reduce the New Hampshire Retirement System (NHRS) unfunded actuarial accrued liability (UAAL), which would have saved municipal employers \$105 million over the 20 years of the amortization schedule.

The Senate Finance Committee removed the House approved funding for a \$250 million proposal to roll back some of the 2011 pension reform through FY 2033 with \$50 million in appropriations during next biennium for retirement contributions for approximately 1,800 Group II police and fire employees who were not vested prior to 2012 but would have been prior to 2013. The proposal would have required the state to pay the municipal cost estimated at \$3.2 million per year for the next 10 years, leaving local taxpayers to fund the remaining 10 years of this 20-year policy change. This proposal was replaced with the establishment of a Retirement Benefits Commission to explore how NHRS can be used as a tool to aid in the retention and recruitment of government employees across both groups to consider all 48,000 active members.

The Senate Finance Committee added language from [SB 57](#) (tabled by the Senate) into HB 2, which changes the time of the 10 percent NHRS pension reduction from age 65 to the Group I member's full retirement age under Social Security (up to age 67 depending on year of birth). This proposal would be funded in employer rates by local taxpayers in FY 2026 and FY 2027—and beyond. The cost estimate of this proposal is \$5.7 million beginning in FY 26.

Land and Community Heritage Investment Program (LCHIP): Both bodies included a \$5 million appropriation each year for the Land and Community Heritage Investment Program (LCHIP).

Cybersecurity Grant Program: Both bodies included funding for the State and Local Cybersecurity Grant Program at \$1.2 million for FY 24 and \$1.6 million for FY 25 for the state match to a federal cybersecurity grant, which will provide direct grant assistance to cities and towns.

Online Election Portal: The Senate Finance Committee added a \$663,000 appropriation in FY 23 for the Department of State to implement the online election information portal. [SB 70](#) establishes an election information portal but did not have an appropriation to the Department of State.

Medicaid Reimbursements: The Senate Finance Committee increased Medicaid reimbursements by more than \$160 million

and proposed to reauthorize the state's expanded Medicaid Granite State Advantage program for the next seven years.

Stay tuned for future updates. The next act of the budget is about to begin!

Hearing Schedule

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