

Select Board Meeting
Monday, June 12th, 2023, 6:45 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/85498329603>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 854 9832 9603

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

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

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

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

AGENDA

1. Call Meeting to Order
2. Board Interviews – Arts & Culture Advisory Commission, Recreation Advisory Board
3. Public Comment
4. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: June 5th, 2023
6. Appointments
7. Discussion/Action Items
 - a. Bond Documents – FY23 Bond Issues
 - b. Squamscott Sewer Siphons Update
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 RSA 91-A:3 II (a)
11. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted: 6/9/23 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

Board Interviews



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

Interview
Monday 6/12/23
6:45 pm

Statement of Interest Boards and Committee Membership

Committee Selection: Arts & Culture Advisory _____

New

Re-Appointment

Regular

Alternate

Name: Danielle Capalbo _____ **Email:** dcapalbo@alumni.upenn.edu _____

Address: 105 Portsmouth Ave, #24 _____ **Phone:** 781-392-5984 _____

Registered Voter: Yes

No (not yet, but will be registered)

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

I recently moved to Exeter, and I am very much enjoying living in this area. As a way to get to know the community and to give back, I'd like to volunteer on the Arts & Culture Advisory committee.

Relevant experiences:

- I was the community liaison for 1.5 years for the International Student Exchange program at the Weston, MA, High School, where I coordinated between the school and local families hosting students from France and Brazil.
- Another example is the 3-day downtown wide event in Gloucester, MA, where I, as the event coordinator, promoted the event in a multitude of channels including local radio stations, flyers, Facebook, solicited participation from 200+ local businesses, non-profits and vendors from across New England, and to arrange for performers, volunteers, and city government agencies to support the 3-day event.

Professionally, I am in technology management with responsibility for managing executive customer relationships and ensuring their overall success with my company's products and services. My resume is attached for reference.

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

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: Danielle Capalbo _____ Date: June 5, 2023 _____

To be completed by Select Board upon appointment:

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



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

Interview
Monday 6/12/23
6:45 pm

Statement of Interest Boards and Committee Membership

Committee Selection: Recreation Advisory Board _____

New

Re-Appointment

Regular

Alternate

Name: Danielle Capalbo _____ **Email:** dcapalbo@alumni.upenn.edu _____

Address: 105 Portsmouth Ave, #24 _____ **Phone:** 781-392-5984 _____

Registered Voter: Yes

No (not yet, but will be registered)

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

I recently moved to Exeter, and I am very much enjoying living in this area. As a way to get to know the community and to give back, I'd like to volunteer on the Recreation Advisory Board.

Relevant experiences:

- I was the community liaison for 1.5 years for the International Student Exchange program at the Weston, MA, High School, where I coordinated between the school and local families hosting students from France and Brazil.
- Another example is the 3-day downtown wide event in Gloucester, MA, where I, as the event coordinator, promoted the event in a multitude of channels including local radio stations, flyers, Facebook, solicited participation from 200+ local businesses, non-profits and vendors from across New England, and to arrange for performers, volunteers, and city government agencies to support the 3-day event.

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

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

Signature: Danielle Capalbo _____ Date: June 5, 2023 _____

To be completed by Select Board upon appointment:

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

Danielle Capalbo

dcapalbo@alumni.upenn.edu (781) 392-5984 <https://www.linkedin.com/in/bilingual-danielle/>

Oracle Corporation - Strategic Client Services Director

May 2022 - present

- Manage executive relationships with Bank New York Mellon and State Street Bank accounts
- Drive sales and strategic partnership opportunities
- Align customer's roadmap with Oracle product and service strategies
- Coach teams on selling holistic solutions to ensure end-to-end customer success
- Lead collaboration across pillars spanning cloud, hardware, software, professional services
- Advise customers on technology and organizational transformations to ensure value realization from SaaS, cloud migration, multi-cloud integration, scalability, and security

Akoya LLC. - A fintech in Open Banking - Client Success Manager

2020 - 2022

- Managed onboarding and stakeholder relationships with Bank of America, TD, Jack Henry and FIS
- Acted as single point of contact for executive briefing, escalation and roadmap planning
- Drove revenue growth through new use-cases, product adoption and volume increases
- Mapped data between data providers and downstream data recipients including Experian
- Designed processes for discovery, scope definition, and roadmap planning with clients
- Mentored Architects, Product Managers, Engineers on client messaging

Oracle Corporation - Managed Services - Principal Solution Manager, Presales

2011 - 2020

- Embedded in Sales to create and sell cloud solutions designed to modernize Fortune 500 customers
- Drove cross-team collaboration including Engineering, Oracle Cloud, Consulting, Sales, Delivery and GSIs
- Managed RFX pursuits to win strategic and complex deals
- Created solutions to address high availability, scalability, security and compliance, disaster recovery, application services (testing, customization and helpdesk support)
- Authored SOWs, and negotiated scope and contract terms such as SLAs
- Conducted workshops on cloud transformation, migration paths and risk mitigation strategies

Dana-Farber Cancer Research Institute - Application Analyst and Team Lead -

2009 - 2010

- Led a team of analysts and developers to migrate from disparate legacy point-solutions to a single vendor system, resulting in improved efficiency, data accuracy and patient care quality
- Created training materials and transition plan for 1,000+ users in multiple stakeholder groups

Fidelity Investments - Wealth-management - Director, PMO, Family Office Services

2004 – 2008

- Led global, cross-functional teams in scope-definition, project planning and prioritization
- Responsible for alignment of schedules, resources, delivery of a portfolio of projects such as complex asset valuation reporting, data aggregation, account registration, etc.
- Tracked and reported project metrics. Improved knowledge transfer process from SMEs

Danielle Capalbo

dcapalbo@alumni.upenn.edu (781) 392-5984 <https://www.linkedin.com/in/bilingual-danielle/>

Fidelity Investments - Brokerage Services - Senior Manager

2002 - 2004

- Managed a team responsible for hundreds of workflows that spanned front, middle and back office brokerage functions such as investor centers, fraud detection, check-scan. Negotiated priorities among intake requests from 30+ groups

Fidelity Investments - Telecommunications - Principal Consultant

1998 - 2002

- Recipient of President's Award for implementing an enterprise-wide cybersecurity mitigation solution across 50,000 endpoints (desktops and servers)
- Product manager - Defined an offering that provided proactive consultation on end-to-end application performance. Authored and delivered marketing communications of business value. Led customer engagements, and developed best practices for use by development teams

Fidelity Investments - Organizational Transformation - Senior Consultant

1994 - 1998

- Drove culture change and adoption of best practices including Scrum and Requirements Management of the Capability Maturity Model
- Designed training materials, conducted workshops and training in groups and 1:1

EDUCATION

Bachelor of Science in Applied Engineering, University of Pennsylvania, School of Engineering

Executive MBA certificate in Innovation Culture, Wharton Business School

Black Belt – Lean Six Sigma - Quality and Productivity Consortium

Certifications - AWS Cloud Professional, Cloud Security Professional (ISC)2 and Cloud Security Alliance

Approval of Minutes

1/1

1/1

Select Board Meeting
Monday June 5, 2023
6:30 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

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

2. Non-Public Session

MOTION: Ms. Belanger moved to enter into non-public session under RSA 91-All:3(b) and (c) . Ms. Cowan seconded. In a roll call vote, the motion passed 5-0 and the meeting entered non-public session at 6:31 PM.

MOTION: Ms. Belanger moved to exit non-public. Ms. Gilman seconded. The motion passed 5-0 and the meeting reconvened at 7 PM.

3. Public Comment

- a. Florence Ruffner of 5 Pine Street thanked the people that helped with the Memorial Day Parade.

4. Proclamations/Recognitions

Ms. Gilman read the proclamation for Arbor Day, June 7 2023:
*Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
Whereas, Arbor Day is now observed throughout the nation and the world, and
Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.
Now, therefore, I, Niko Papakonstantis, Select Board Chair of the Town of Exeter, do hereby proclaim the 7th of June, 2023 as Arbor Day in the Town of Exeter, and I urge all citizens to celebrate Arbor Day by supporting efforts to protect our trees and woodlands, and
Further, I urge all citizens to plant trees to gladden the heart and promote the*

well-being of this and future generations.

Dated this 5th day of June, 2023.

Mr. Papakonstantis said on June 7th at Lincoln Street School at 3:15 the Tree Committee will be planting donated trees. Ms. Gilman said she would like to hear an update on how the trees planted in the last few years are doing. Mr. Papakonstantis suggested inviting the Tree Committee to a future meeting.

Mr. Papakonstantis recognized Exeter Town Clerk Andie Kohler, who has received the "Master Municipal Clerk" or "MMC" designation.

5. Approval of Minutes

a. Regular Meeting: May 22, 2023

MOTION: Ms. Belanger moved to approve the minutes of May 22, 2023 as presented. Ms. Gilman seconded. The motion passed 5-0.

6. Appointments

a. There were no appointments made at this meeting.

7. Discussion/Action Items

a. Legislative Update

Senator Debra Altschiller introduced herself and gave a legislative update.

b. Single Use Plastics Ordinance

Kristen Murphy, the Exeter Conservation and Sustainability Planner, discussed the single-use plastics ordinance. The citizen's petition passed in March. In April, the Sustainability Advisory Committee was asked to put together an approach to how that would be implemented. Ms. Murphy drafted an approach, presented it to the Sustainability Committee, and got their support. She also got feedback from Legal Counsel, which was incorporated into the current version.

Ms. Murphy said the three areas this presentation addresses are awareness, process, and oversight. For awareness, we would update the town website, share the "notice of town adoption" memo to all town permittees, share information on social media, and prepare a notice for the newspaper. In terms of process, she's proposing amendments to the town event application and the two forms that the Health Officer sends out, one to event coordinators and one to vendors. For oversight, the proposed approach is that prior to Dec 31, 2023, the vendor is allowed to use their existing inventory, but for any incidents she would contact the vendor to ensure they're aware of the ordinance and the list of alternative products. After Dec 31, she would contact the vendor and seek to determine the cause of non-compliance. If there were a second violation, she would issue a warning letter which would also be provided to the Select Board and Health Officer. This warning letter would be considered a violation of the

vendor's permit. Noncompliance among town staff would be discussed with the Town Manager to determine the best approach.

In the report from Legal Counsel, it said that we can't change the language approved by the voters, but the enforcement of this is up to the discretion of the Select Board. The Board had a lot of discussion about having this not be punitive, so she wanted to ensure that this was in line with the Board's vision.

Mr. Chartrand said the Select Board did not have a vision for this, since it was a citizen's petition. Mr. Papakonstantis said we had a vision of it being a policy and working through it. The Board is supportive of this issue, we just wanted to work out the kinks, specifically in the oversight. We wanted this to be more educational, like the mask ordinance. If a violation came before the Board, the circumstances would have to be considered on a case-by-case basis.

Mr. Chartrand asked Fire Chief Eric Wilking, who was present, his thoughts on how this affects the duties of the Health Officer. Chief Wilking said his Department supports the single-use plastic ordinance. James [Murray] has the ability to get out and educate. 14 or 30 days in advance, we'd engage in a dialogue with the permittee and discuss with the vendor what our expectations are. We won't be on the ground during the event, so if the vendor doesn't comply, he doesn't know how to manage that. In time, he expects most people will become compliant. We should ensure that James is in the loop with the Sustainability Committee on what the expectations are and have them hear his concerns.

Ms. Belanger asked who can enforce the ordinance. Mr. Papakonstantis said only the Code Enforcement Officer, the Health Officer, or the Select Board. The Town Manager and Sustainability Planner aren't allowed to enforce. Ms. Roy said there are many things we ask of these applicants, and there is no staff person there to ensure they comply. This is the same thing. If something gets reported, we would look into it after the fact. Mr. Chartrand said we're not going to put the Select Board on the front lines of this. There's a trust that we have when we approach these things. Ms. Belanger asked if the town has ever had to tell someone they've violated our ordinances so they can't have a permit. Ms. Roy said we've had people that don't clean up after events, and we've had to reach out to them to say if they don't pay the cleaning fee they won't be allowed to rent again. We typically find that folks will follow the parameters. Mr. Papakonstantis said he wants to be careful that no one's shaming anyone. Only conclusive investigations would have a violation or a warning.

Ms. Murphy said there's an exemption for products where no alternatives exist, such as the large water jugs associated with the bubbler downstairs. Mr. Chartrand said those get cleaned and reused.

Ms. Gilman asked if we got a report that a vendor is using single-use plastic, how would that be tracked? Ms. Murphy said she would probably track it in a spreadsheet. Mr. Papakonstantis said it would have to be centralized. Ms. Roy said Kristen can work with Parks and Rec on it.

Mr. Papakonstantis said he also wants to look into how much water usage the new water fountains are creating.

Ms. Belanger asked if the Sustainability Committee is working on an education piece. Ms. Murphy said she and the SAC will be working together on the things under "awareness." Ms. Gilman asked if there's coordination with the school district. Ms. Murphy said no, we've treated that as a separate entity.

c. Raynes Farm Lease Agreement Renewal

Ms. Murphy said Raynes Farm is required to be in agricultural use. We've been in a lease with the same farmer since 2017 and it's been a great relationship. The lease is up for renewal after 5 years if both parties are agreeable, which the farmer is. The Conservation Commission has also agreed to renew the lease.

MOTION: Ms. Belanger moved to renew the Raynes Farm lease between the Town of Exeter and Little Brook Farm dated June 19, 2017 for a term of 5 years as allowed by the current lease agreement, section 6. Ms. Gilman seconded. The motion passed 5-0.

d. Carlisle Conservation Deed

Ms. Murphy said this is a conservation deed for 76 acres off of Watson Road. This came to the town in association with a 12 lot subdivision with Scott Carlisle. The deed was presented to the Conservation Commission at their May 9th meeting and they voted unanimously to recommend acceptance following Legal Counsel review. Counsel had some clarification, which was incorporated into this document. On page 3, "use limitations," it goes from item J to A, but it's just a mislettering that will be corrected.

Ms. Gilman said this deed prohibits wheeled vehicles. Ms. Murphy said that was a point of discussion because the east side of this property is contiguous with the Oaklands, but there is a very sensitive wetland area there so the trails can't be expanded onto the property.

MOTION: Ms. Belanger moved to accept the amended Carlisle Conservation Deed as discussed at this evening's Select Board meeting which would convey approximately 70 acres of land located at tax map 33/26 to the town from W. Scott Carlisle III. Mr. Chartrand seconded. The motion passed 5-0.

Ms. Belanger thanked Ms. Murphy for her work on projects such as the Alewife Festival. Ms. Murphy said regarding the alewife, she attended a "State of Our Estuaries" conference where Exeter was heralded for its efforts on removing the Great Dam and restoring the fish.

e. Squamscott River Siphons Project

Assistant Town Manager Melissa Roy gave an update on the siphons project. Since last Friday, we have a pilot hole and the drill team is setting up to start the reaming process with a 12-inch reamer. The Mud Specialist has been helping out. We expect them to start reaming tomorrow. There was a fluid

release on Thursday that was taken care of and reported to DES, but it was not a major issue.

Mr. Papakonstantis asked about the special Town Meeting. Ms. Roy said the petition was filed with the court last week and we have a summons for June 22nd at 10 AM at Brentwood Superior Court. Laura [Spector-Morgan of the Mitchell Group] will present why we feel it's an emergency and the Judge will decide at that time. Mr. Papakonstantis said if approved, Deliberative Session would be July 11 and the election would be August 15th.

f. Linden Street Bridge Engineering Project

Ms. Roy said part of Warrant Article 15 was Linden Street rehabilitation at \$295,000. This bridge is an existing timber bridge constructed in 1993 and the abutments and wing walls are showing signs of settlement and bulging. Wright-Pierce is on our approved DPW consultant list for infrastructure projects and Jason Gallant PA has worked on past bridge projects. We expect that design work will progress for bidding late summer with potential construction this year.

MOTION: Ms. Belanger moved to award the Linden Street Bridge Engineering and Design contract to Wright-Pierce in the amount of \$67,000 and further authorize the Town Manager of their designee to sign all necessary documents. Ms. Gilman seconded. The motion passed 5-0.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve a Veterans Credit for 68/6/412 in the amount of \$2,000 for tax year 2023; this also includes a disabled exemption. Ms. Belanger seconded. The motion passed 5-0.

b. Permits & Approvals

i. There were no permits or approvals considered at this meeting.

c. Town Manager's Report

- i. Ms. Roy said last week Russ held the monthly Department Head meeting.
- ii. The reclassification study for SEIU members and non-union employees continues.
- iii. We're working with the bond bank on the Solar Array project.
- iv. We worked with Laura on the court petition.
- v. We have a group of staff working on possible changes to the 79-E process.
- vi. Town Hall chairs have been ordered, and we expect them in the next week or two.
- vii. Brentwood is requesting perambulations, so we need a representative from the Select Board to commit to that. Mr. Papakonstantis said he did the one in Kensington and can do Brentwood.
- viii. We received an email from Susan Fichera about how wonderfully Kristen Murphy did at an event at the McDonnell Conservation site.

- ix. DPW was working last week to get the SRF pre-applications in.
- x. Exeter is now officially part of the AARP age-friendly network, which helps with grants and resources.
- xi. The Municipal Manager's Association of NH awarded her a scholarship to attend their annual conference.
- xii. We expect that the Communications Committee will be attending the Board meeting June 26 to give an update on their work.

d. Select Board Committee Reports

- i. Ms. Belanger attended a Planning Board meeting. There was a hearing on a subdivision on Powder Mill Road which was approved. She also attended a Communications Committee meeting for Ms. Cowan, and they are looking for next steps from the Board. They proposed creating a draft communications plan. Chris Zigmont felt he could get a draft done in a week or so. They also talked about the budget process. They wanted to know how the copiers work and who would be responsible for printing flyers. They said that the message board in front of Town Hall has been modified and requires a stepladder. Ms. Roy said it was enlarged. Ms. Belanger said it was suggested that we use that for town promotions when there are no other events up.
- ii. Ms. Gilman had two walkthroughs at Town Hall, first with our consultant from ARCove and then with the State Historic Preservation Officer and his Deputy. She also gave an update on State legislative issues.
- iii. Ms. Cowan had no report.
- iv. Mr. Chartrand had no report.
- v. Mr. Papakonstantis attended the Kensington perambulation along with Mr. Dean, Ms. Roy, and Mr. Perkins. He said we encountered a lot of foliage and ticks. We successfully completed our task, but colder weather would have made it easier.

Ms. Gilman said there have been proposed bills to get rid of the perambulation requirement. Mr. Papakonstantis said he thinks there's got to be a better way. Some markers were very visible, even from the road. Ms. Gilman said she wants to keep this tradition.

e. Correspondence

- i. A letter from the American Independence Museum about a memorial step dedication for Private Jude Hall on June 19th.
- ii. A notice from Xfinity on channel changes.
- iii. The NHMA Legislative update.

9. Review Board Calendar

- a. The next meetings will be June 12, June 26, July 10, and July 24.

10. Non-Public Session

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

11. Adjournment

MOTION: Ms. Gilman moved to adjourn. Ms. Belanger seconded. The motion passed 5-0 and the meeting was adjourned at 9 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments

Discussion/Action Items

Bond Documents – FY23 Bond Issues



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

MEMORANDUM

TO: Select Board
Russ Dean, Town Manger

DATE: June 8, 2023

FROM: Corey Stevens, Finance Director

RE: Bond Documents
FY23 Bond Issues

In reference to the Bond Documents – FY23 Bond Issues to be presented to the Select Board at their June 12, 2023 meeting, please consider the following proposed motion:

“Motion to adopt the Resolutions set forth in the Authorization of Bonds and Approval of Loan Agreement with the New Hampshire Municipal Bond Bank.”

=====

L O A N A G R E E M E N T

=====

AGREEMENT, dated the 12th day of July, 2023 between the New Hampshire Municipal Bond Bank, a public body corporate and politic constituted as an instrumentality of the State of New Hampshire exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 35-A of the New Hampshire Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Concord, New Hampshire, and **Town of Exeter** (hereinafter referred to as the "Governmental Unit"):

W I T N E S S E T H :

WHEREAS, pursuant to the Act, the Bank is authorized to loan money (hereinafter referred to as the "Loans") to the Governmental Unit and the Governmental Unit is authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal bonds (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit has requested a loan from the Bank in the amount of **\$9,245,274** (hereinafter referred to as the "Loan") and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in at least that principal amount (the "Municipal Bonds"), which Municipal Bonds are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (hereinafter referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit by the purchase of the Municipal Bonds,

NOW, THEREFORE, the parties agree:

1. The following words or terms used herein shall have the following meanings:

(a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to paragraph VIII of Section 6 of the Act.

(b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used, determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding, as certified by the Bank.

(c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which is equal to the principal amount of the Municipal Bonds outstanding.

(d) "Maximum Interest Cost Rate" shall mean an interest cost rate 4.25% per centum per annum.

(e) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.

(f) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.

2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan and to sell to the Bank the Municipal Bonds in the principal amount of the Loan. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of the Maximum Interest Cost Rate (as calculated by the "Interest Cost Per Annum" method) or at rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that Governmental Unit make funds available to the Bank for the payment of principal and interest at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.

3. The Governmental Unit has duly adopted or will adopt all necessary votes and resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.

4. The Municipal Bonds Interest Payments shall be not less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest payment date.

5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each principal payment date.

6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. Such Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof, to pay on a semi-annual basis:

(a) as the same becomes due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and

(b) as the same becomes due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.

7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay any Fees and Charges imposed by the Bank on a semi-annual basis.

8. The Governmental Unit agrees that any loan agreements previously entered into between the Bank and the Governmental Unit in connection with loan obligations previously undertaken and presently outstanding between the Bank and the Governmental Unit, are hereby amended so as to provide that the Governmental Unit shall make such funds available to the Bank with respect to the payment of interest and principal of each such loan obligation, if any, at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest or principal payment date pertaining thereto.

9. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of such Municipal Bonds thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 11 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding bonds, the amount which the Governmental Unit shall be obligated to pay under item (i) hereof shall be the amount set forth in the resolution of the Bank. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be obligated to pay under item (ii) above shall be the amount of interest set forth in the resolution

of the Bank. In no event shall any such sale or redemption of Municipal Bonds be affected without the prior written agreement and consent of both parties hereto.

10. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid general obligations of the Governmental Unit as required by the Act. The Governmental Unit shall bear the cost of such opinion.

11. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed.

12. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.

13. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.

14. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or

(b) the Governmental Unit has violated commitments made by it in its application and supporting document or has violated any of the terms of this Loan Agreement.

15. (a). The Governmental Unit agrees to furnish to the Bank annually as long as any of the Municipal Bonds remain outstanding such financial reports, audit reports and other financial information as the Bank may reasonably require.

(b). So long as the Governmental Unit shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Governmental Unit agrees to furnish to the Bank (1) such financial information and operating data with respect to the Governmental Unit at such times and in such forms as the Bank shall reasonably request in order to comply with the provisions of the Rule, (2) when and if available, the Governmental Unit agrees promptly to provide the Bank with its audited financial statements for each fiscal year and (3) the Governmental Unit agrees to provide to the Bank in a timely manner, notice of any of the following events with respect to the Municipal Bonds, if material:

- (a) Principal and interest payment delinquencies.
- (b) Non-payment related defaults, if material.
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (e) Substitution of credit or liquidity providers, or their failure to perform.
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Municipal Bonds, or other material events affecting the tax-exempt status of the Municipal Bonds.
- (g) Modifications to rights of the beneficial owners of the Municipal Bonds, if material.
- (h) Bond calls, if material, and tender offers.
- (i) Defeasance of the Municipal Bonds or any portion thereof.
- (j) Release, substitution or sale of property securing repayment of the Municipal Bonds, if material.
- (k) Rating changes.
- (l) Bankruptcy, insolvency, receivership or similar event of the Government Unit.
- (m) The consummation of a merger, consolidation, or acquisition involving the Government Unit or the sale of all or substantially all of the assets of the Government Unit, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (o) Incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect Owners of the Notes, if material; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties.

The Governmental Unit agrees that from time to time it will also provide notice to the Bank of the occurrence of other events, in addition to those listed above, if such other event is material with respect to the Municipal Bonds.

The Governmental Unit will provide, in a timely manner, to the Bank, notice of a failure to satisfy the requirements of this Section.

The intent of the Governmental Unit's undertaking pursuant to this Section is to facilitate the Bank's ability to comply with the requirements of the Rule. Accordingly, the Governmental Unit agrees to provide the Bank with any additional information the Bank may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

To the extent the Rule no longer requires issuers of municipal securities to provide all or any portion of the information the Governmental Unit has agreed to provide pursuant to this Section, the obligation of the Governmental Unit to provide such information pursuant to this Section also shall cease immediately.

The sole remedy available to the Bank or to any other person for the failure of the Governmental Unit to comply with any provision of this Section shall be an action for specific performance of the Governmental Unit's obligations under this Section.

16. The Governmental Unit shall not take, or permit to be taken, any action or actions that would cause any Municipal Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as from time to time in effect (the "Code") or a "private activity bond" within the meaning of Section 141(a) of the Code or that would cause any Municipal Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or that would otherwise cause interest on the Municipal Bonds to become included in gross income of the recipient thereof for the purpose of federal income taxation.

The Governmental Unit shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Unit on the Municipal Bonds shall be excluded from gross income of the recipient thereof for the purpose of federal income taxation under any valid provision of law and to assure that the Municipal Bonds shall not be "private activity bonds" within the meaning of Section 141(a) of the Code, including the preparation and filing of any statements required to be filed by the Governmental Unit in order to maintain such exclusion.

17. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

18. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

19. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

20. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

NEW HAMPSHIRE MUNICIPAL BOND BANK

Attest:

By _____
Secretary, NHMBB

(NHMBB SEAL)

By _____
Chairman, NHMBB Board of Directors

Attest:

By _____
Member, Board of Selectmen

By _____
Town Clerk

By _____
Town Treasurer

(Town SEAL)

**EXHIBIT A
MATURITY SCHEDULE
Town of Exeter
20 year Level Principal
Governmental Unit's Bonds**

Due	Principal Amount
8/15/2024	680,274
8/15/2025	680,000
8/15/2026	680,000
8/15/2027	680,000
8/15/2028	680,000
8/15/2029	495,000
8/15/2030	495,000
8/15/2031	495,000
8/15/2032	495,000
8/15/2033	495,000
8/15/2034	415,000
8/15/2035	415,000
8/15/2036	415,000
8/15/2037	415,000
8/15/2038	410,000
8/15/2039	260,000
8/15/2040	260,000
8/15/2041	260,000
8/15/2042	260,000
8/15/2043	260,000
Total Proceeds	9,245,274

TOWN OF EXETER, NEW HAMPSHIRE
(the "Issuer")

CERTIFICATE OF VOTE REGARDING AUTHORIZATION
OF BONDS AND APPROVAL OF
LOAN AGREEMENT WITH THE NEW HAMPSHIRE MUNICIPAL BOND BANK

I, the undersigned Clerk of the Issuer, hereby certify that a meeting of the Governing Board of Issuer (the "Board") was held on _____. A quorum of the Board was in attendance and voting throughout.

I further certify that there are no vacancies on the Board, that all of the members of the Board were duly notified of the time, place and purposes of said meeting, including as one of the purposes the authorization of bonds and the approval of Loan Agreements between the New Hampshire Municipal Bond Bank (the "Bond Bank") and the Issuer.

I further certify that the following is a true copy of resolutions unanimously adopted at said meeting:

RESOLVED: That under and pursuant to the Municipal Finance Act, Chapter 33, N.H.R.S.A., as amended, the New Hampshire Municipal Bond Bank Law, Chapter 35-A, N.H.R.S.A., as amended, and other laws in addition thereto, and to votes of the Issuer duly adopted on March 9, 2021 under Article 4 and on March 14, 2023 under Articles 4, 5, 6, 7 and 8 of the Warrants for such annual meetings of the Issuer there be and hereby is authorized the issuance of a \$9,245,274 bond of the Issuer (the "Bonds") which is being issued by the Issuer for the purposes of financing (i) the construction of a solar array on Town owned land described as Map 98 Lot 3 and Tax Map 100 Lot 4 (\$5,227,724), (ii) the construction of water, sewer and drainage improvements in the Westside Drive area (\$2,320,000), (iii) intersection improvements to the Pine Street, Linden Street and Front Street intersection (\$798,000), (iv) continuing efforts to develop groundwater sources in the town (\$500,000) and (v) the replacement of aged equipment at the Court Street sewer pump station (\$400,00).

The Bonds shall be dated as of their date of issuance, shall be in such numbers and denominations as the purchaser shall request, shall mature in accordance with the schedule set forth in Exhibit A to the Loan Agreement hereinafter described (the "Loan Agreement"), shall bear a net interest cost rate (as defined in the Loan Agreement) of four and one quarter percent (4.25%) per annum or such lesser amounts as may be determined by a majority of the Board. The Bonds shall be substantially in the form set

forth as Exhibit B to the Loan Agreement and otherwise shall be issued in such manner and form as the signatories shall approve by their execution thereof.

RESOLVED: That the Bonds shall be sold to the Bond Bank at the par value thereof plus any applicable premium.

RESOLVED: That in order to evidence the sale of the Bonds, the Treasurer of Issuer and a member of the Board are authorized and directed to execute, attest and deliver, in the name and on behalf of the Issuer, a Loan Agreement in substantially the form submitted to this meeting, which Loan Agreement is hereby approved, with such changes therein not inconsistent with this vote and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers shall be conclusively evidenced by the execution of the Loan Agreement by such officers.

RESOLVED: That all things heretofore done and all action heretofore taken by the Issuer and its officers and agents in its authorization of the projects to be financed by the Bonds are hereby ratified, approved and confirmed.

RESOLVED: That the Clerk and the signers of the Bonds are each hereby authorized to take any and all action necessary and convenient to carry out the provisions of this vote, including delivering the Bonds against payment therefor.

RESOLVED: That the useful life of the projects being financed are in excess of twelve (12), fifteen (15) and twenty (20) years.

I further certify that said meeting was open to the public; the aforesaid vote was not taken by secret ballot nor in executive session; that notice of the time and place of said meeting was posted in at least two (2) appropriate public places within the territorial limits of the Issuer, or published in a newspaper of general circulation in said area, at least twenty-four (24) hours, excluding Sundays and legal holidays, before said meeting; that no deliberations or actions with respect to the vote were taken in executive session; and that the minutes of said meeting have been promptly recorded and have been or will be made open to inspection within one hundred forty-four (144) hours of said meeting, all in accordance with Chapter 91-A, N.H.R.S.A., as amended.

I further certify that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

WITNESS my hand and seal of the Issuer this ___ day of _____, 2023.

CLERK OF ISSUER

(SEAL)

Squamscott Sewer Siphons Update

Tax Abatements, Veteran's Credits, Exemptions

Permits & Approvals



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

MEMORANDUM

TO: Russ Dean, Town Manager and the Exeter Select Board
FROM: Melissa Roy, Assistant Town Manager
RE: Keegan and Associates Service Contract
DATE: 06/09/2023

In the spirit of constant improvement, the Town recommends retaining Keegan and Associates to lead an in-depth review and analysis of our current departmental organization. Keegan and Associates will focus on identifying areas of success and weakness within the management of the Town, including departmental leadership and the executive management team. This process will seek to find potential efficiencies, possible collaborations, and a path towards an effective succession plan ensuring the long-term success of the Town of Exeter. After the initial review of current practices and presentation of final recommendations, Keegan and Associates may provide executive coaching to individuals with the aptitude for leadership or those needing support to meet their full potential.

The cost for the review and analysis is \$30,000. Access to individual coaching, if deemed necessary, would be above and beyond the \$30,000. We recommend authorizing up to \$20,000 for coaching so recommendations from the final product may be implemented with the consultant's support.

This project would be funded from monies in the DPW Administrative Salaries and Wages line in the budget since we have yet to have a DPW Director, Assistant Town Engineer, or Water/Sewer Manager for the first six months of this year.



WG Keegan Associates

Management Consultants

“Lead to Manage”

WHO WE ARE

- 1. WG Keegan Associates is a Management Consulting Firm with over forty (40) years of municipal management experience specializing in organizational development, executive coaching and leadership training. We are focused on understanding what you do and how we can make your organization better based on proven leadership tactics and principles.*
- 2. WG Keegan Associates is highly knowledgeable in the area of succession planning and in building organizations for long-term effectiveness. We evaluate the talent in your organization and identify vital skill sets that certain existing staff members may possess and then develop a path forward for those individuals to become the organizational leaders of tomorrow.*
- 3. WG Keegan Associates can provide valuable support and guidance for current and future leaders so that they can avoid common management mistakes. Many managers are often thrust into management roles and struggle initially because they have not been exposed to executive leadership principles and practices. The “School of Hard Knocks” can often be avoided with the right amount of leadership training for new and even experienced managers.*
- 4. WG Keegan Associates is committed to the belief that you need to learn how to lead first and management second. This foundational belief became the basis for the phrase “Lead to Manage”!*

THE PROPOSAL

1. WG Keegan Associates proposes to work with the Select Board and the Exeter Management Team to evaluate the existing management practices of your organization and provide guidance and suggestions on how your organization may improve based on the initial findings of the evaluation. We will note what works well and offer ideas on how to improve in areas needing attention.
2. We will perform an organizational analysis to determine if there is room for operational efficiency and collaboration. Often times organizations will build department structures based on what was convenient at the time rather than to take a more wholistic view to determine how departments actually perform their work and who they work with the most on a daily basis. This review can often lead to changes that are not only cost efficient but can lead to a more collegial work environment for the staff.
3. We will perform an analysis of the Town Manager's Office to see how the team is currently working and to determine if some changes are needed to help improve collaboration and efficiency; both internally and externally. This includes meetings with the Select Board to determine if expectations are being met or if suggestions can be made to help solidify a better team approach to executive team decision making and policy development.
4. We will evaluate the entire organization to determine if long term succession planning can be established for several key departments. This will involve meeting with the staff of various Town Departments to determine if there are opportunities for leadership development and management training for candidates who possess the necessary skill sets ("The Right Stuff") for leading organizations in the future.
5. We are prepared to offer executive coaching for the existing leadership team and to those individuals who show a high potential for leadership roles in the organization. Depending on the time and budget remaining for this project, this could occur remotely as well as in person depending on the need and complexity of the scenario.

TIMELINE AND DELIVERABLES

1. WG Keegan Associates is prepared to begin this engagement beginning the week of **June 26, 2023**
2. During the initial stages of the project, some time will be spent on the Town of Exeter's Government campuses to meet the Board, the staff and to set expectations for gaining the necessary information to perform this study. Prior to that week, I will be sending the Town a list of documents that will be important for us to understand how the Town performs under your current form of government. Information such as the Town Charter, a Town Report, Current Operating Budget, Resumes of key staff members, etc. **Time Line- June 26- July 30**
3. Time will be spent meeting staff members remotely (Zoom Meetings or Microsoft Teams Meetings) so that it will be an efficient use of time and available budget funds for this project. **Time Line- June 26-July 30**
4. Time will be spent evaluating the findings and meeting with the client to confirm findings for accuracy. **Time Line- August 1-8**
5. Time will be spent preparing a report and summary of the findings and recommendations. This will be the most significant cost of completing this assignment. **Time Line- August 8-September 30**
6. Once the report is complete, we will review the findings with the client and discuss an action plan and next steps. **Time Line- October 1-30**
7. WG Keegan Associates will then (depending on the availability of remaining budgeted funds) provide executive coaching and assist with the implementation of any recommendations as needed. **Time Line- Ongoing and as Needed by the Client.**

COST OF SERVICES OF SERVICES PERFORMED

1. WG Keegan Associates estimates that the cost of this assignment will be \$ 30,000.
This estimate was derived in the following manner:

WG KEEGAN ASSOCIATES

Management Consultants

(781) 603-9632

- A. Preparation and Review of Material from the Town- 24 hours
- B. Meeting with Staff and Board Members- In person and remote- 60 hours
- C. Review and Confirm Initial Findings with the Client- 24 Hours
- D. Compile Report with Findings and Recommendations- 80 Hours
- E. Review Final Findings and Recommendations with Client- 24 Hours
- F. Cost of Printing Report; as needed by Client- \$1,000 (Approx.)
- G. Executive Coaching, Implementation as needed by the Client P/H Rate of \$125

Subtotal= Hourly Rate of \$125 X 212 hours (est.)	\$ 26,500
Cost of Printing (est.)	\$ 1,000
Travel Expense (est.)	<u>\$ 2,500</u>
	\$ 30,000*

Expected completion date of project, less any executive coaching, is expected to be November 1, 2023. Such date is subject to change based on circumstances beyond the control of this firm.

*Terms of Payment- One Third of the total billable hours to be sent 30 days from the start of the study. Second third of the total billable hours to be sent September 15. Final Payment due following the presentation of the findings and recommendations to the client. Travel Expense will be billed as part of each Invoice as added cost to any billable hours. All invoices to be paid within 30 days of issuance.

WG Keegan Associates appreciates your business and looks forward to working with the Town of Exeter!

Sincerely,

William G. Keegan, Jr.

President

WG KEEGAN ASSOCIATES
Management Consultants

(781) 603-9632

Town Manager's Report

Correspondence



Victory for SB 110

2 messages

Todd Marsh <todd.marsh@rochesternh.gov>

Fri, Jun 9, 2023 at 11:20 AM

To: "pmcelroy@exeternh.gov" <pmcelroy@exeternh.gov>

Cc: "Julie.Gilman@leg.state.nh.us" <Julie.Gilman@leg.state.nh.us>

Hello Pam,

Great News!!! **SB 110** passed the House in a 190-180 vote. We needed and worked for every vote. This is good news for New Hampshire and great news for Exeter! Clarifying transiency residency and the expectations for local welfare departments to “communicate and coordinate” with each other regarding mutually familiar people is a codified pivot to where we want to be as welfare officials. Also, as indicated in our association’s ethics agreement, it will foster increased municipal support for services, as SB 110 will minimize the “If we support it, they will come and we will pay” hesitancy. The Greater Seacoast area, including Exeter, currently practices what will be codified, however, not all areas of the state do. The greater seacoast area continues to be a model of practice.

I appreciate Exeter’s navigation efforts, including Representative Gilman’s words of support on the house floor!

[NH SB110 | 2023 | Regular Session | LegiScan](#)

Once signed, our NH Local Welfare Administrators Association will discuss, approve, and provide to members, best practices to work with the new law.

Thank you again!

Todd

NHLWAA, President

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deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains unless authorized to do so. Thank you.

Pam McElroy <pmcelroy@exeternh.gov>
To: Todd Marsh <todd.marsh@rochesternh.gov>
Cc: "Julie.Gilman@leg.state.nh.us" <Julie.Gilman@leg.state.nh.us>

Fri, Jun 9, 2023 at 11:24 AM

This is wonderful. Thank you for all you do Todd.

And thank you to Selectwoman Julie Gilman for her recommendation and representation.

[Quoted text hidden]

--

Pam McElroy

Town of Exeter

Senior Executive Assistant, Town Manager's Office

603-773-6102

Human Services Administrator

603-773-6116

COMMUNITY ACTION REPORT



New Hampshire Dept. of Revenue
 Municipal and Property Division
 PO Box 487
 109 Pleasant Street
 Concord, NH 03302-0487

Visit Subject	
1. Assessment Review	<input type="checkbox"/>
2. Monitoring	<input checked="" type="checkbox"/>
3. Education/Training	<input type="checkbox"/>
4. Other	<input type="checkbox"/>
Visit Method	
In Person	
AR Year	2024

Municipality Name				Date of Visit			
Exeter				Apr 28, 2023			
*Median Ratio	67.3	PRD	1.01	COD	14.6	**Weighted Ratio	65.5
*Measure of central tendency ratio used to compare individual property. **Weighted average ratio that the state applies to equalize a municipality's total value.							
Person(s) Contacted & Titles							
Name	Pam McElroy			Title	Senior Executive Assistant		
Report							
I visited 12 properties in the field for 2022 cyclical monitoring. All property owners received a postcard in the mail from the department prior to my visit. My report will be sent to Municipal Resources, Inc. for their review and then forwarded to the Select Board for their records.							
The above statistics are the results of the Department's 2022 equalization study. They indicate a low level of assessment (67.3%), the result of market appreciation since the last revaluation. Current measures of uniformity and proportionality of property assessments remain good. Per RSA 75:8-a the next required revaluation for the town is 2024. However, the Department recommends that the town and their assessor be vigilant of local market forces.							
Other Comments							
Please contact me anytime with assessing-related questions 603-230-5094 or at william.e.loranger@dra.nh.gov							
Tentative Date and Time of Next Visit or Follow-Up							
Date	TBD			Time			
Items to be Covered at Next Visit							
TBD							
DRA Employee	William E. Loranger			Date	May 31, 2023		
Signature	BL 5/31/23						



NHMA 2023 Legislative Bulletin 24

1 message

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

Fri, Jun 9, 2023 at 10:59 AM

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 24

2023 Session

June 9, 2023



Government Affairs Contact Information

Margaret M.L. Byrnes
Executive Director

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

Senate Passes Budget, House Concurs!

On Wednesday, the Senate passed a state budget with several amendments. In total, the Senate approved budget increased state aid to municipalities by an estimated \$145 million over the biennium, building upon many of the key provisions in the House budget and retaining many of the governor's top priorities. On Thursday, the House concurred in a decisive 326-53 vote. We understand that the governor supports the budget.

The following items in the \$15.2 billion budget support cities and towns, work to lower property tax rates, and provide tax relief by funding programs, projects, and services that positively impact the Granite State:

- An estimated **\$121.1 million** in FY 24 with a potential increase to **\$123.5 million** in FY 25 for Meals and Rooms tax distributions to municipalities. The legislature amended the Meals and Rooms statute in 2021 to set the municipal distribution at 30%. With record revenues recorded, municipalities will continue to see significant increases in their distributions.
- **\$32.56 million** in FY 24 and **\$32.35 million** in FY 25 for highway block grants (apportionment A & B) and **\$8 million** in highway block grants under the provisions of SB 367. The Senate budget also established an annual registration surcharge on electric (\$100) and plug-in hybrid (\$50) vehicles, with proceeds credited to the highway fund.

Concord NH 03301

Tel: 603.224.7447

Live Bill Tracker



- 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. (View the *estimated* [individual municipal breakdown here.](#))
- **\$27.9 million** to fund wastewater state aid grants (SAG) for municipalities, with an additional **\$15 million** per year in FY 26 and FY 27.
- **\$2 million** in funding for PFAS remediation to the PFAS remediation loan fund.
- **\$1 million** to the cyanobacteria mitigation grant and loan fund.
- **\$10.6 million** for public water system grants.
- **\$830,000** each year to reimburse municipalities involved in flood control compacts.
- **\$10 million** for InvestNH, allowing both municipalities and housing developers to access grants.
- **\$25 million** for the Affordable Housing Fund.
- **\$5 million** for a new Housing Champion Program, including a housing production municipal grant program and a housing infrastructure municipal grant and loan program.
- **\$10 million** for funding to increase rates for shelter programs and to assist cities and towns with housing expenses for homeless people.
- **\$15 million** to expand childcare availability.
- **\$5 million** each year for the Land and Community Heritage Investment Program (LCHIP).
- **\$420,000** for landfill closure grants.
- **\$6 million** for municipal bridge aid grants.
- **\$183,000** for railroad tax distributions under RSA 82:21 and RSA 288:69.
- **\$1.2 million** for FY 24 and **\$1.6 million** for FY 25 for the state match to a federal grant, the Local Cybersecurity Grant Program, which will provide direct grant assistance to cities and towns.
- **\$663,000** in FY 23 for the Department of State to implement the online election information portal.
- **\$160 million** increase for Medicaid reimbursements, and a **seven-year reauthorization** for New Hampshire's Medicaid Granite State Advantage.
- Education aid totaling **\$81,837,936** more in FY 24 than FY 22 and **\$74,133,440** more in FY 25 than FY 22. A municipality-by-municipality breakdown of education funding can be found [here](#).

We are pleased that the House and Senate were able to work out their differences in the weeks and days leading up to the Senate vote, and that municipalities saw significant increases in the amount of state aid over the biennium. (For those curious, no one that we asked could remember a time in living memory when a concurrence had previously occurred.)

We want to thank all the local officials who contacted their

legislators in the past few days to advocate for provisions in the budget that provide critical funding for—and demonstrate a commitment to—local government.

At this point, what is left of the legislative session will be dedicated to committees of conference on bills where the House and Senate will strive to work out their differences on a wide variety of policy bills. June 15 is the deadline for the formation of committees of conference and we anticipate that legislators will be appointed to those committees and discussions may begin as early as the middle of next week. While we expect that a few municipal items will be discussed, it appears that the vast bulk of the work for this session is over.

Other House Action

On Thursday, the House passed **SB 110** in a 190-180 vote, clarifying the residency status of transient individuals for purposes of determining responsibility for local assistance. The bill, as amended by the Senate, mirrors the Ethics Resolution adopted by the New Hampshire Local Welfare Administrators Association in 2022. While the bill must still be signed by the governor before it is law, local welfare administrators attending the Art of Welfare Workshop on June 15 should be aware that the potential changes to RSA chapter 165 will be discussed at that workshop.

Additionally on Thursday, the House tabled **SB 132**, prohibiting cities and towns from adopting sanctuary policies. The 203-168 roll call vote to table almost certainly ensures that this problematic bill will not pass the legislature this year.

Other results on Thursday include:

- **SB 47**, establishing a commission to study barriers to increased density of residential development in New Hampshire, passed the House with a committee recommended amendment.
- **SB 78**, relative to subdivision regulations on the completion of improvements, passed the House with a committee recommended amendment. We anticipate that the Senate will concur with the House amendment.
- **SB 111**, relative to the town council-town manager form of local government, passed the House with a committee recommended amendment. We anticipate that the Senate will concur with the House amendment.
- **SB 222**, relative to the definition of broadband infrastructure as a revenue-producing facility eligible for municipal revenue bonds, passed the House without amendment. The bill now heads to the governor's desk, and we anticipate that he will sign.

Hearing Schedule

There are no currently scheduled hearings for 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](#)

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