

Select Board Meeting
Monday, May 13th, 2024, 6:00 p.m.
Nowak Room, Town Offices
10 Front Street, Exeter NH 03833

REGULAR BUSINESS MEETING BEGINS AT 7:00 PM

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/82117476462>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 821 1747 6462

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

1. Call Meeting to Order
2. Non Public Session – RSA 91-A 3: 2 (a, b, d)
3. Public Comment
4. Proclamations/Recognitions – DPW Employee of the Quarter, National Public Works Week, Town Clerk Proclamation for Municipal Clerks Week
5. Approval of Minutes
 - a. Regular Meeting: April 29th, 2024
6. Appointments
 - a. None
7. Resignations
 - a. None
8. Discussion/Action Items
 - a. Siphons Project Update – Paul Vlasich, Town Engineer
 - b. Owner Project Manager Recommendation for Police/Fire Substation Project – Dave Sharples, Town Planner
 - c. Resolution: Gaza Ceasefire
 - d. NHDES Grant – Household Hazardous Waste Collection
 - e. Board and Committee Reappointments
9. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Select Board Committee Reports
 - e. Correspondence

10. Review Board Calendar
11. Non-Public Session
12. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted: 05/10/24 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



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

May 6, 2024

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

Re: Exeter Public Works Employee of the 2024 Winter Quarter

Dear Select Board Members:

It is our pleasure to inform you that Desiree Murphy, Water Sewer Utilities Clerk, has been awarded the Employee of the 2024 Winter Quarter.

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

Desiree is courteous and thorough when helping residents with their water sewer bills. Every month she sends out high-usage letters to inform residents that their usage is above average so they can identify water leaks sooner rather than later to avoid a costly bill. Desiree has no problem helping cover the front office beyond her normal schedule when needed without hesitation. Desiree also schedules meter readings while the part-time clerk is here so she can properly perform meter readings safely and efficiently. Desiree also helps Ed Bugbee, Water Meter Technician schedule and prepare for backflow device testing.

The Employee of the Quarter Program was created 25 years ago, in 1999, to recognize outstanding performance and dedication to the Exeter Public Works Department and Exeter community. This honor is awarded to an individual for special achievements to advance the mission of the Department while aligned with the Department's core values of Teamwork, Integrity and Safety. Nominations can be made by any Town employee or citizen, and the selection is made by the Employee of the Quarter Committee.

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

Sincerely,

Stephen Cronin
Public Works Director

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

cc: Human Resources, personnel file



Exeter Public Works Employee of the Quarter (EOQ) Winter 2024 recipient Desiree Murphy (right), Water Sewer Utilities Clerk, receiving award from Harry Lindsay (left), Mechanic Foreman and EOQ Committee Chairman



EXETER PUBLIC WORKS DEPARTMENT

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www.exeternh.gov/publicworks • publicworks@exeternh.gov

TO: Exeter Select Board

FROM: Stephen Cronin, Public Works Director

CC: Russell Dean, Town Manager

DATE: May 6, 2024

RE: National Public Works Week 2024 Proclamation

On behalf of the American Public Works Association (APWA) and the Exeter Public Works Department, I respectfully request that the Town of Exeter officially recognize National Public Works Week, May 19 - 25, 2024.

National Public Works Week, celebrated annually in May, highlights the essential role that public works departments play in maintaining our infrastructure, ensuring public health and safety, and protecting the environment. Across North America, more than 32,000 members in the US and Canada use this week to energize and educate the public on the importance of public works to their daily lives: planning, building, managing, and operating at the heart of their local communities to improve everyday quality of life. Accordingly, the theme chosen by APWA for this year is “Advancing Quality of Life for All”.

Recognizing National Public Works Week not only honors the hard work, dedication, and expertise of our public works employees, but also fosters a greater understanding of the vital services they provide. A copy of the official APWA proclamation has been included for review and signature. Thank you for your consideration.



National Public Works Week Proclamation

May 19–25, 2024

“Advancing Quality of Life For All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of **the Town of Exeter**; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in **Exeter** to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, We, **the Select Board of Exeter**, do hereby designate the week May 19–25, 2024, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, We have hereunto set the Seal of the **Town of Exeter, NH**, on this 13th day of May 2024.

Niko Papakonstantis, Chair

Molly Cowan, Vice Chair

Julie D. Gilman, Clerk

Nancy Belanger

Daniel Chartrand

Proclamation

May 5 - May 10 2024

Municipal Clerks' Week

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

Whereas, The Office of the Municipal Clerk is the oldest among public servants; and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, The Municipal Clerk serves as the information center on functions of local government and community; and

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

Whereas, It's most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk; and

Now, Therefore, We the Select Board of Exeter, do recognize the week of May 6 to May 10 2024, as Municipal Clerks' Week, and further extend appreciation to our Municipal Clerk, Andrea Kohler, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this _____ day of _____, 2024

By the Select Board of Exeter:

Minutes

Select Board Meeting
Monday April 29, 2024
6:10 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 6:10 PM.

Ms. Belanger moved to enter non public session under RSA 91-A:3 2 (a,b and d). Ms. Gilman seconded. The motion carried unanimously. The Board entered non public session.

The Board emerged from non public session. Ms. Gilman moved to seal the minutes until matters are concluded. Ms. Belanger seconded. Motion carried by unanimous vote. The Board then conducted committee interviews.

2. Board Interviews - Pairpoint Park Committee

- a. Jennifer Martel
- b. Amanda Kelly
- c. Keith Whitehouse

The Board reconvened in the Nowak Room at 7 PM.

3. Fire Department - Swearing In

- a. Town Clerk Andie Kohler swore in Justin Pizon as the new Fire Chief.

4. Public Comment

- a. Catherine Edison of 12 Connie Road said there are discrepancies in the NOAA Grant application between the facts and the misstatements and exaggerations. The application says that Exeter has been communicating with stakeholders, but they have not reached out to abutters, the town of Brentwood, the Brentwood Conservation Commission, or the Exeter Squamscott River Local Advisory Committee [ESRLAC]. Only the Exeter River Advisory Committee was involved. The application says that dam removal will result in increased fish passage, but there's no evidence of that. It omits that after the removal of Great Dam, herring are not swimming upstream. There is an incorrect assertion that herring stack up at the base of the fish ladder. It states that the town has decided on dam removal. Exeter should publicly correct the record with NOAA. We know from publicly available records that employees from Public Works know that the dam is not acting as a barrier to fish passage, and they should contact NOAA to correct the record.

- b. Jay Garnett of Stoney Water Road said she now has 226 signatures on a Change.org petition to save the dam.

5. Proclamations/Recognitions

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

6. Approval of Minutes

- a. Regular Meeting: April 15, 2024

MOTION: Ms. Belanger moved to approve the minutes of April 15, 2024 as presented. Mr. Chartrand seconded. Ms. Gilman and Ms. Cowan abstained. The motion passed 3-0-2.

7. Appointments and Resignations

- a. Mr. Dean said Kristen Murphy will be stepping out of the role of COAST member. Assistant Parks and Rec Director David Tovey has direct experience with COAST and has agreed to serve. There is no term.

MOTION: Ms. Belanger moved to appoint David Tovey to the COAST Board of Directors. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to accept with regret the resignation of Todd Hearon from the Arts and Culture Commission. Ms. Gilman seconded. The motion passed 5-0.

8. Discussion/Action Items

- a. Sewer Siphon Project Update

Public Works Director Steve Cronin was present via Zoom to give a siphon project update. Mr. Cronin said since the last meeting, we met with our contractor and consultants to talk about next steps and gathered information regarding potential property impacts. We don't have an updated completion timeline. The work we plan to conduct over the next week should give us a better idea. They plan to conduct exploratory drilling to gather information on the ledge profile for 4-6 days. We're waiting for a definitive timeline before reaching out to abutters.

- b. Rugg Property Update

Town Planner Dave Sharples gave an update on the Rugg Property. The town raised an issue with the configuration of several parcels. The Ruggs engaged a surveyor to review the area, which contradicted many prior surveys and the town tax maps. The Ruggs must clear them up to engage in any sale. The town engaged legal counsel to deal with the question of ownership. The town holds a "warranty deed" on one parcel, warranting us against 3rd party claims, but the Ruggs do not believe this land was available to be given. The town's goal is to resolve this issue in a timely manner, but title issues can be tricky to navigate. As the town may be involved in the purchase, we must arrive at a resolution that ensures the town is receiving what it bargains for. The warrant article passed overwhelmingly. The proposal is still outstanding and we

can't discuss the terms, but we look forward to discussing it further with the Ruggs. We have a meeting with them on Thursday. He does not believe the town is holding up this issue.

c. Single Use Plastics Implementation Update

Conservation and Sustainability Planner Kristen Murphy and Sustainability Advisory Committee Chair Christopher Zigmont were present to discuss the ordinance.

Ms. Murphy said there was a citizen's petition against single-use plastics passed in March 2022, and there has been some progress since then. Staff events have switched to aluminum can sodas and the water fountain with cups. The last event she attended had compostable utensils. We're using up existing stock, which will be replaced with something not plastic. Parks and Rec has installed water bottle refill stations at some town parks, and provided reusable water bottles to kids in the Rec Camp program. The utility bills for the Rec Park have had only 2 gallons of usage per week, so it's a minimal cost. We hope to put another refill station in at Swasey Parkway. Parks and Rec explored a fountain drink machine, but with the quantity they use, Pepsi was not interested in them as a client. They've been using canned water as it's available. They were able to find a vendor for the summer. Exeter Library attempted to replace bottled water with a pitcher of water and cups but got some pushback. That could be something we tackle through education.

Legal counsel had concerns about the ordinance language, such as "town facility." She recommends an ad-hoc committee including Parks and Rec to sort through how to implement this.

She asked if the town can secure aluminum bottled water that staff can use for events. In discussions, it was about \$3,000 for two flats (3,000 units) of bottled water.

Mr. Papakonstantis asked if Parks and Rec has enough reusable water bottles to give out extras. Ms. Murphy said she would defer to Parks and Rec to answer.

Mr. Papakonstantis asked, if Pepsi isn't interested in installing a fountain machine because it's seasonal, is there another facility that a fountain could be moved to increase the volume? Mr. Zigmont said the reason Pepsi was involved is that they sell a lot of Gatorade there. We can look for donations or people that have access to a larger volume.

Mr. Papakonstantis asked about the ad-hoc committee. Would it be a subcommittee of the Sustainability Committee? Ms. Murphy said it would involve Parks and Rec and Madison from the Health Department, as well as local interest groups that would be affected.

Ms. Belanger said she would like to see the water usage numbers this year and if they go up.

Mr. Zigmont's daughter Corrinne Zigmont read a report on single-use plastics.

d. Gilman Park Management Plan

Ms. Murphy said Gilman Park has a conservation easement to Southeast Land Trust [SELT]. There are some strict requirements within the easement from the original decree which established the park. We need to adopt and formalize a management plan that discusses things like fertilizer, trees, and our long-term plan. When she was trying to put a community garden at Gilman Park, she updated the management plan, but never brought it forward for adoption. It has been reviewed by SELT, and they're ready to sign it, as well as by Greg Bisson.

Ms. Belanger asked if there could be a dog park there, and Ms. Murphy said no, although dogs can be there on-leash. Ms. Belanger asked if there could be a community garden there and Ms. Murphy said no. Ms. Belanger asked if it will prevent anyone from using kayaks there and Ms. Murphy said no. It basically reflects what we're doing today.

MOTION: Ms. Belanger moved to approve the Town of Exeter Gilman Park management plan as required by the SELT Conservation Easement Terms and Conditions and to authorize the Parks and Rec Director, the Select Board Chair, and the Town Manager to sign the proposed document. Ms. Gilman seconded. The motion passed 5-0.

e. COAST Bus Service Funding Request

Brad Nichols of COAST was present to discuss the funding request. He gave a slide presentation. COAST is a non-profit public transit system that has been operating for 40 years. For every dollar spent on COAST operations, there is a \$4 return to the local and regional economy; this year it had a \$31M total economic impact in the region. It helps seniors remain active in the community. It partners with social services, allowing people to access them. It was severely impacted by COVID; service was shut down for a month and a half on the fixed route side, but did continue with some medical appointments. It's now back to full staffing and all services have returned to operation. Route 7 on demand in Exeter has a growth rate of 12% and is at 90% of pre-pandemic levels. 23 presumed Exeter residents took 642 trips in 2023. The route is on-demand, and you must call by the day before to schedule a ride. The costs to operate the service rise as demand increases. COAST has a municipal funding formula, but Route 7 is not included in the formula. We target 50% of the cost to be borne by participating communities. The Federal Transit Commission covers the remainder. The emergency relief funding from COVID will run out soon. There was also a grant that covered funds at 80% rather than 50%. Last summer, COAST hosted a meeting to discuss projected funding shortfalls. We had a 1,000% increase from the State government, and we're hoping for more in the next two years. We're seeking more support from the philanthropic community. We're also seeking increased support from municipal funding, with a 25% increase in our ask for next year, or \$32,000. We can look at reducing our service levels but that's something we don't want to do. The 2020 census redefined the Portsmouth UZA [urbanized area] to exclude Exeter and Stratham and a ride within that area can

not come from the typical funding. We initiated talks with NHDOT on funding this from another source.

Mr. Nichols said COAST requested \$25,760 from Exeter this year and received \$20,000. We are hoping to get the difference through the Exeter Transportation Fund.

Ms. Gilman asked how they would determine a route change. Mr. Nichols said for any change in service, we would need to hear from the people of the town what they want and what they would really use. It would be important to do a survey to find out. Ms. Gilman asked if they could work with Rockingham Planning Commission on this, and Mr. Nichols said that's possible.

Mr. Chartrand asked how someone can qualify for their service. Mr. Nichols said anyone can use the service. Mr. Chartrand said usage seems low. There were 642 trips for \$25,000, which doesn't seem like a good deal. Mr. Nichols said an on-demand service is the most expensive service you can provide. Portsmouth dropped out of funding Exeter services. We had proposed eliminating all service, but we had public hearings and found that there was demand. Mr. Chartrand said this needs to be promoted more to get better value. Mr. Nichols said we just worked with Exeter TV on the system and how to book rides. Mr. Dean said we can use social media and the town website to promote it. The EXTV video will go a long way.

Mr. Papakonstantis asked what other communities are doing to promote. Mr. Nichols said the strongest promotion is word of mouth. We do not have a marketing budget. Mr. Dean said we can work with the Senior Counsel, and Mr. Tovey will be working on the COAST Board of Directors.

Mr. Dean said the request from COAST to fully fund their FY24 request would come out of the Transportation Fund. In the last few years, they've been funded at \$20,000, and the request is \$25,760. In 2023 the Transportation Fund had revenues of \$67,290 and expenses of \$37,939 other than COAST, and \$20,000 for COAST, for an end of year balance of \$9,351. The funds come from motor vehicle registration.

Mr. Chartrand asked what percentage Exeter is paying. Mr. Nichols said 25%; Newmarket pays 25%; there's a small fare for riders; and the federal government pays the rest, until Fall 2025. We're hoping to find another source of federal funds to cover that same percentage, but if we were not successful the request may go up. Next year it will be \$32,000.

MOTION: Ms. Belanger moved to increase the Town of Exeter's financial commitment to COAST for 2024 in the amount of \$5,760 to be taken from the Transportation Fund, and to further commit that the town of Exeter will continue to engage the public to increase the ridership. Ms. Gilman seconded. The motion passed 5-0.

f. Board, Committee, and Commission Appointments

Mr. Dean said we have not heard back from Herb Moyer. Mr. Papakonstantis said we can reappoint him and he can resign if he needs to.

Also, the Swasey Park Trustee Mr. Thompson is elected, so we don't need to reappoint him.

MOTION: Ms. Belanger moved to reappoint Pete Cameron to the Planning Board for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint John Grueter to the Planning Board for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Brinn Sullivan to the Rec Advisory Board for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Dan Provost to the Rec Advisory Board for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Bob Dudra to the Rec Advisory Board for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Robert Prior to the Zoning Board of Adjustment for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Esther Olson-Murphy to the Zoning Board of Adjustment for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint David Short to the Conservation Commission for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Kyle Welch to the Conservation Commission for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Nick Campion to the Conservation Commission for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Donald Clement as an alternate to the Conservation Commission for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Bill Campbell as an alternate to the Conservation Commission for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Sean Torrez as an alternate to the Conservation Commission for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint John Merkle as an alternate to the Heritage Commission for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Pam Gjettem to the Historic District Commission for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Martha McEntee to the Communications Advisory Committee for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Herb Moyer to the Communications Advisory Committee for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Kris Weeks to the Facilities Advisory Committee for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Rob Corson to the Facilities Advisory Committee for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Richard Huber to the River Advisory Committee for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Dan Jones to the River Advisory Committee for a 3-year term. Mr. Chartrand seconded. Ms. Gilman said she had a concern about Pickpocket Dam going forward and a possible conflict of interest. Mr. Papakonstantis said we reviewed Ms. Gilman's concern and based on the precedent of Great Dam removal and the definition of a conflict of interest, we are satisfied that Mr. Jones can continue his service as a volunteer. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Chetana Parmar to the Sustainability Advisory Committee for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Bob Kelly to the Water/Sewer Advisory Committee for a 3-year term. Ms. Cowan seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Alan Mangan to the Water/Sewer Advisory Committee for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Anthony Callendrello to the Arts and Culture Advisory Committee for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Scott Ruffner to the Arts and Culture Advisory Committee for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to reappoint Mary-Paige Provost to the Arts and Culture Advisory Committee for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

g. Select Board Goals 24-25

Mr. Dean said the Board met on April 13 and we were able to document each Board member's goals for 24-25.

Ms. Belanger's goals are to create an implementation plan for the Keegan study; have the Planning Board begin updating the Master plan; and support the Conservation Commission in submitting the Raynes Barn project. Ms. Belanger said this is something that we committed to a few years ago and Kristen Murphy has gone out of her way to get grants. We should get this project done.

Ms. Gilman's goals include deciding if and how the town would like to celebrate the 2026 semiquincentennial. She said if we don't want to, we could donate to another organization to plan something. She is also interested in the redevelopment of 32 Court Street and formalizing a process for training volunteers in 91-A.

Ms. Cowan's goals are to implement the Keegan report; see the town be more proactive than reactive to issues such as the Pocket Park purchase, media engagement, and food truck policies; and to improve proactive support of the State Legislature. Ms. Gilman said staff should track Senate bills that affect Exeter.

Mr. Chartrand's goals are to implement the Keegan report; develop a plan to integrate the Facilities Assessment report with the DPW; support more affordable housing and better 79-E support; and look at how the town can sunset the TIF district and reactivate the TIF Board. Mr. Chartrand said we should incorporate the catch-up we need to do in facilities maintenance into the CIP.

Mr. Papakonstantis' goals are to implement the Keegan report; create an HR Director position and fill the Welfare position; use the \$20,000 we have left for phase 2 of Keegan report; and finalize a policy that addresses employees' communication and use of social media; enhanced communication to citizens. He also recommends that town collaborate with the schools on election day to give the students their own ballot and have them "vote."

Mr. Papakonstantis said these goals are mostly within reach. We brought up the 2023 goals in review, and we either achieved or are on the way to achieving the goals we set last year.

Ms. Belanger said the Master Plan is in the CIP for 2028, but we've accomplished all but one item in the Master Plan.

9. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve Disability Exemptions for 95/64/151, 104/79/105, and 95/64/307 in the amount of \$150,000 each for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Veterans Credit for 86/19 in the amount of \$500 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Discretionary Preservation Easement Application for 112/9 for a 10-year renewal, starting in 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption for 104/79/204 in the amount of \$152,251 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption for 103/6/1 in the amount of \$236,251 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to deny an Elderly Exemption for 31/12. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an abatement for 65/113 in the amount of \$16,833.91 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an abatement for 65/119 in the amount of \$6,451.30 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an abatement for 55/3/3 in the amount of \$26,485.42 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an abatement for 86/13 in the amount of \$51,755.03 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an abatement for 65/127/A in the amount of \$41,249.23 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

Ms. Gilman said there are a number of non-profits of which we are confirming their status. They are not in the packet. Mr. Chartrand asked why. Mr. Dean said the assessor's format is to not include them, but we can fix that. It will be included in the next packet.

b. Permits & Approvals

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

c. Town Manager's Report

- i. We continue to hold the weekly operations meetings.
- ii. He had a DPW biweekly meeting with the Public Works Director
- iii. He met with COAST to discuss the on-demand Route 7.
- iv. He attended Chief Wilking's retirement ceremony and thanked Pam McElroy for organizing that.
- v. He held a cash meeting with the Finance Department.
- vi. We released the CIP directive to town departments.
- vii. We're continuing to review welfare applicants.

- viii. The Memorial Day parade this year will be staged at the parking lot next to Swasey Parkway.
- ix. The Auditors are here working on the 2023 town audit.
- x. The OPM [Owner's Project Manager] for the Police and Fire substation is on the ground.
- xi. The Kingston Road project is underway.
- xii. We had a financing hiccup with the Parks and Rec mowers but that's cleared up and they will be here soon.

d. Select Board Committee Reports

- i. Ms. Belanger had no report.
- ii. Ms. Gilman HDC two cases, one with a modification to a previous application which was approved. Open discussion of development of property citizen's bank drive-through, just a work session. It was massive and didn't go over well. The developer got a lot of input. She discussed issues at the State level.
- iii. Ms. Cowan had no report.
- iv. Mr. Chartrand had no report.
- v. Mr. Papakonstantis attended Chief Wilking's retirement party. He met with the Town Manager, Assistant town Manager, Finance Director, and Chair of the BRC to start the budget conversation early. He attended the Arbor Day event at Kids Park with the Tree Committee. He is planning to attend the Exeter Heritage Pocket Park dedication on Saturday at 10.

e. Correspondence

- i. NHMA Legislative Bulletin
- ii. An email exchange from a resident about parking concerns. Public Works responded to this issue and the problem was resolved to the resident's satisfaction.
- iii. An email regarding a resident who is turning 100, we will send a birthday card on behalf of the Select Board
- iv. A draft resolution for the Board to consider, the Board will review at a later board meeting.

10. Review Board Calendar

The next meetings are May 13, Tuesday May 28, June 10, June 24, and July 8. Ms. Belanger said now that we've reappointed our volunteers, it's time to schedule an All-Boards meeting.

11. Non-Public Session

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

12. Adjournment

MOTION: Ms. Belanger moved to adjourn. Ms. Gilman seconded. The motion passed 5-0 and the meeting was adjourned at 8:58 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Siphons Project Update – Paul Vlasich, Town Engineer



EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

www.exeternh.gov/publicworks • publicworks@exeternh.gov

TO: Exeter Select Board
Russell Dean, Town Manager

FROM: Stephen Cronin, Public Works Director

DATE: May 10, 2024

RE: Sewer Siphons Project Update

On Wednesday, May 2nd, the Sewer Siphons Project drilling subcontractor began drilling an exploratory probe using a paddle bit. This probe, which occurred at the original plan elevation, was performed to ascertain if any other ledge outcroppings exist between Swasey Parkway and the known outcropping on the Mill side of the river. On Tuesday May 7th, the probe reached the known Mill side ledge, confirming that no additional ledge outcroppings exist between that location and Swasey Parkway. On Wednesday, May 8th, the paddle bit was adjusted both horizontally and vertically in an attempt to find a path over the ledge outcropping. This effort proved unsuccessful after several attempts. The exploratory probe was then removed from the river.

Based on the findings, the general plan for the next phase of the work is to bore from the Mill side of the river with a 6-inch rock bit to establish a pilot hole through the ledge outcropping. This hole will then be reamed to a diameter of 12 inches. Once enlarged, the paddle bit will be inserted through the bored hole and drilling will proceed until it reaches Swasey Parkway. It is anticipated that the hole bored through the ledge will need to be enlarged to 18 inches prior to siphon pipe installation. At the current time, procedures and schedules are still being developed by the contractor.

The Assistant Town Manager and our Project Manager from Wright-Pierce will be attending the Exeter Housing Authority Tenant-Council Meeting on Tuesday, May 10th to provide an update to the Housing Authority residents. Town Staff is working to coordinate a meeting with Exeter Mills and will confirm the date once the new drilling schedule has been received. The project webpage has been updated with the most current information.

Owner Project Manager Recommendation for Police-Fire Substation – Dave Sharples, Town Planner



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 10, 2024

To: Russell Dean, Town Manager

From: Dave Sharples, Town Planner

Re: Owner's Project Manager for new Police Station/Fire Substation

I'm writing this memorandum to highlight the process in selecting an Owner's Project Manager (OPM) for the new Police Station/Fire substation project. I would like to request to appear before the Select Board at their May 13, 2024 meeting for consideration of a motion to authorize you to execute a contract with CHA Consulting for OPM services.

An OPM contracts directly with the Town and acts as our representative for the duration of the project. They will aid us in consultant selection (design team, construction manager, etc.) and oversee the project to ensure it stays on schedule and on budget. They will be an important component to making this a successful project and deliver us a high quality, durable, energy efficient facility for many years to come.

We issued the enclosed RFP for OPM services on April 12, 2024. We received five responses by the May 3, 2024 deadline and decided to interview all five firms. We assembled an interview panel that consisted of yourself, Assistant Town Manager Melissa Roy, Police Chief Stephan Poulin, Deputy Police Chief Josh McCain, Fire Chief Pizon, Building Inspector Doug Eastman, Finance Director Corey Stevens, and myself. We held the interviews on May 8th and 9th. We met on May 10th to go over the selection process. We felt we were in a great position as all five firms had the qualifications to do the job.

We reviewed all five firms and utilized scoring criteria to aid us in the selection process. We also evaluated each firm's fee proposal. While fee proposals for professional services are difficult to compare, four of the firms were all within \$40,000 of each other and between \$361,000 and \$397,000. We had one firm that was \$632,000. After a thorough discussion amongst the panel, we are proposing that the Town engage the services of CHA Consulting for a fixed fee cost of \$374,724.

I have provided a suggested motion for below for consideration. I will attend the Select Board to present this request and answer any questions the Board may have.

Proposed Motion: I move that the Select Board authorize the Town Manager to negotiate and execute a contract with CHA for the scope of work, set forth in the Request for Proposals for Owner Project Manager Services, Town of Exeter – New

**Request for Proposals for Owner Project Manager Services
Town of Exeter – New Police Station and Fire Substation
Exeter New Hampshire
April 12, 2024**

PROJECT OVERVIEW

The Town of Exeter (“TOWN”) is seeking a qualified Owner Project Manager (OPM) to assist the TOWN in the process of designing and constructing a new police station and fire substation facility (“Project”) in Exeter, New Hampshire.

Proposals are welcomed and will be received by Russell Dean, Town Manager, Town of Exeter, New Hampshire on or before **May 3, 2024 at 2pm** at the Town Manager’s office at 10 Front St, Exeter NH 03833.

One (1) signed original hard copy, ten (10) separate hard copies, and one (1) electronic copy (in PDF format on a portable USB flash drive) of the proposal shall be submitted in a secure package clearly marked **“RFP 2024-01 OWNER PROJECT MANAGER SERVICES – New Police Station/Fire Substation”**. **Please submit a sealed Fee Proposal under separate cover.**

Proposals delivered after the appointed time and date will not be considered.

The full RFQ is available on the Town Website: <https://www.exeternh.gov/rfps>

While there is no page limit to proposals, please keep proposals concise and only as long as needed to address the requirements of this RFP.

The Town of Exeter NH reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; to award contracts or to cancel this Request for Proposals if it is in the Town’s best interest to do so.

PROJECT DESCRIPTION

The Project will be to design and construct a police station and fire substation in Exeter New Hampshire. The TOWN currently has a Public Safety Complex at 20 Court Street in Downtown Exeter that houses both the Police and Fire Departments. Lavallee Brensinger Architects (LBA) was hired by the TOWN in 2021 to conduct a Program and Site Evaluation for a Public Safety Complex. LBA and the TOWN explored several options that included a new combined Police and Fire facility at the current location and at other Town-owned sites, separate facilities with each on their own site, and a Police Station with a Fire Substation. Construction of a new Police Station with a Fire Substation at 6 Continental Drive in Exeter was the chosen alternative. The main Fire Station will remain in its current location and the Police Department will relocate to the new facility once constructed. The Fire Department will split its personnel and equipment between the two sites. The proposal was approved by voters in March 2024 with a total project budget of \$17,522,500. The approved Warrant Article included a provision for the facility to be “net zero construction, design, and permitting”.

- Compliance with all Federal, State, and Local Laws, Rules, and Regulations: Ensure the Project remains in full compliance with all applicable Federal, State and Local Laws, Rules and Regulations.
- Attend regular meetings with the TOWN, the Designer, the contractor(s), consultants, and engineers during the Project to advise the TOWN on budget, schedule, quality, scope, and all other proprietary issues.
- Serve as the TOWN's representative in the oversight and administration of the design contract, negotiations with the designer if required, the coordination of the design team's activities, and in the provision of leadership with respect to the implementation of the design, bidding, and construction phases by all parties. The OPM shall also serve as the TOWN's representative in the oversight and administration of the construction contract, including maintaining certificates of insurance, bonds, and so forth from the contractor, designer, and others, as necessary.
- The OPM shall be familiar with any programs for funding assistance and/or grant opportunities, and if awarded, ensure that the project meets all the requirements to receive the maximum reimbursement and/or funding with supporting documentation.
- The OPM shall provide cost control management services throughout the duration of the project, throughout the design phase, to control and contain the cost of the project within the limits of the total project cost budget as determined by the TOWN, including life-cycle cost analysis.
- The OPM shall also provide value management services, which includes value engineering and analysis of the building systems and design during the design phase of the project. The goal is to reduce both the initial capital cost of the project, reduce long-term operational (life cycle) costs, and yet maintain the TOWN's desired level of quality, utility, function, and performance of the facility. A Notice to Proceed to each successive design and construction phase of the project will not be issued by the TOWN until the OPM's analysis concludes that the submission is within the total project and/or construction cost budget.
- The OPM shall also provide an analysis of all bids from bidders, with recommendations for appropriate TOWN action to be presented before TOWN officials.
- Review and update, on a monthly basis, the existing total project budget (including estimated construction costs and all "soft" costs anticipated to be associated with the project) during all phases of the work. Advise the TOWN if it appears that the project budget will not be met, including unforeseen changes, and make recommendations for corrective action. Develop monthly cash flow reports and forecasts for the total project and advise the TOWN of variances between actual, budgeted, and projected costs. Establish a format acceptable to the TOWN for reporting budget and cash flow information to boards and committees.
- The OPM shall review and take appropriate action upon all project-related invoices, including retainage and contractor requisitions. Establish a procedure with the TOWN for the processing of invoices for project-related expenditures, including the Designer's requests for payment, contractor requisitions, furniture, furnishings, and equipment purchases, and the like. Construction-related records shall also include construction

dates, and renewal status. Copies of such log shall be provided to the TOWN on a regular basis.

- Review the project drawings and specifications. Promptly notify the Designer, and the TOWN of any design problems or omissions identified in the drawings and specifications. Help to identify and resolve coordination conflicts in the construction documents.
- The OPM shall be responsible, with the TOWN's approval, for selecting, retaining, and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and or provided by the Designer or Contractor (i.e., project photos, hazmat removal, existing condition surveys, and so forth).
- Working with the TOWN, the Designer, and others, the OPM shall maintain, and monitor, the master list of permits, licenses, and approvals required for the Project and shall update it as necessary through project completion identifying each permit, the party responsible for obtaining it, and status.
- The OPM shall act as a fiduciary to represent the TOWN.
- The OPM, upon completion of the project, shall be responsible for certifying that, to the best of its professional knowledge, the building conforms to the approved plans, specifications, and shop drawings.

Additional services:

- As mentioned above in the Project Description, the Town intends to seek the assistance of the OPM in the selection process of the architectural firm and CM. This assistance will be an advisory role and the OPM will not be expected to lead the process. All documents will be initially drafted by the Town and the OPM may be asked to review, comment, and participate in the selection process.

MINIMUM QUALIFICATIONS

In order to be considered, the proposed firm must possess the following minimum qualifications:

- The OPM shall be a registered architect or professional engineer in New Hampshire and have at least five (5) years of relevant experience in the construction and supervision of construction of buildings. In the event the OPM is not a registered architect or professional engineer they must have at least seven (7) years of relevant experience in the construction and supervision of construction of buildings in New Hampshire and/or Massachusetts.
- No individual or employee of any business which has a contract to complete any portion of the design or construction of the project shall be designated as the OPM.

PROPOSAL SUBMISSION REQUIREMENTS

The firm shall provide the following items and in the following order:



Commencement Date: 6/1/2024

FEASIBILITY STUDY	DESCRIPTION	6 Weeks	Joseph Sullivan Project Executive			David Hurley Project Manager			Rob St. Laurent On-site Project Manager			Delwyn Williamson Director of Cost Estimating			Sidni Bragg Project Controls			TOTALS
			HRS	RATE	SUBTOTAL	HRS	RATE	SUBTOTAL	HRS	RATE	SUBTOTAL	HRS	RATE	SUBTOTAL	HRS	RATE	SUBTOTAL	
1	FS - OPM meetings with Owner - Review/strategy	6	\$ 195	\$1,170	12	\$ 160	\$1,920	12	\$ 160	\$1,920	0	\$ 150	\$0	2	\$ 145	\$290	\$3,380	
2	FS - Complete RFS for Design Services	4	\$ 195	\$0	4	\$ 160	\$640	4	\$ 160	\$640	0	\$ 150	\$0	0	\$ 145	\$0	\$640	
3	FS - Conduct site visit for interested Designers	2	\$ 195	\$0	8	\$ 160	\$1,280	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,280	
4	FS - Coordinate Ad with District/Post in C. Reg.	2	\$ 195	\$0	2	\$ 160	\$320	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$320	
5	FS - Review RFS responses/Conduct interviews	2	\$ 195	\$0	2	\$ 160	\$320	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$320	
6	FS - Negotiations w/Designer/Award of Contract	4	\$ 195	\$780	6	\$ 160	\$960	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,100	
7	FS - Owner-Designer scope /programming	2	\$ 195	\$0	4	\$ 160	\$640	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$960	
8	FS - Onsite investigation w/ Designer	4	\$ 195	\$780	4	\$ 160	\$640	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$640	
9	FS - Periodic study meetings with Team	2	\$ 195	\$390	8	\$ 160	\$1,280	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,420	
10	FS - Additional meetings BC or community	4	\$ 195	\$780	8	\$ 160	\$1,280	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,670	
11	FS - Review FS results w/Owner	4	\$ 195	\$780	8	\$ 160	\$1,280	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$2,060	
SUBTOTAL																		\$13,290
SCHEMATIC DESIGN																		
1	SD - Periodic design meetings/meetings with BC	8	\$ 195	\$1,560	16	\$ 160	\$2,560	12	\$ 160	\$1,920	0	\$ 150	\$0	2	\$ 145	\$290	\$6,330	
2	SD - Review Schematic Design w/ Designer	4	\$ 195	\$0	16	\$ 160	\$2,560	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$2,560	
3	SD - Develop Total Project Budget	4	\$ 195	\$780	8	\$ 160	\$1,280	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$2,060	
4	SD - Planning / Information sessions	4	\$ 195	\$780	16	\$ 160	\$2,560	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$3,340	
SUBTOTAL																		\$14,290
DESIGN DEVELOPMENT																		
1	Meetings & contract negotiation w/ Designer	4	\$ 195	\$780	16	\$ 160	\$2,560	12	\$ 160	\$1,920	0	\$ 150	\$0	6	\$ 145	\$870	\$6,130	
2	Follow up site visits with Designer/subconsultants	8	\$ 195	\$0	16	\$ 160	\$2,560	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$2,560	
3	Community outreach / Information sessions	8	\$ 195	\$1,560	8	\$ 160	\$1,280	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$2,840	
4	Constructability review (DD)	0	\$ 195	\$0	18	\$ 160	\$2,880	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$2,880	
5	Design Development estimate	4	\$ 195	\$0	8	\$ 160	\$1,280	40	\$ 150	\$6,000	0	\$ 150	\$0	0	\$ 145	\$0	\$7,280	
6	DD estimate review and reconciliation	4	\$ 195	\$780	8	\$ 160	\$1,280	24	\$ 150	\$3,600	0	\$ 150	\$0	0	\$ 145	\$0	\$5,660	
SUBTOTAL																		\$27,350
CONSTRUCTION DOCUMENTS																		
1	Design meetings with Designer, Owner / BC	6	\$ 195	\$1,170	24	\$ 160	\$3,840	24	\$ 160	\$3,840	0	\$ 150	\$0	10	\$ 145	\$1,450	\$10,300	
2	Attend follow up site visits with Designer	16	\$ 195	\$0	16	\$ 160	\$2,560	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$2,560	
3	Constructability review for Construction Documents (CD)	8	\$ 195	\$0	12	\$ 160	\$1,920	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,920	
4	Construction Document estimate	8	\$ 195	\$1,560	8	\$ 160	\$1,280	40	\$ 150	\$6,000	0	\$ 150	\$0	0	\$ 145	\$0	\$8,840	
5	Community outreach / Information sessions	4	\$ 195	\$0	16	\$ 160	\$2,560	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$2,560	
6	CD estimate review and reconciliation	4	\$ 195	\$780	8	\$ 160	\$1,280	24	\$ 150	\$3,600	0	\$ 150	\$0	0	\$ 145	\$0	\$5,660	
7	Confirmation of response to DD and CD constructability	4	\$ 195	\$780	12	\$ 160	\$1,920	8	\$ 150	\$1,200	0	\$ 150	\$0	0	\$ 145	\$0	\$3,900	
SUBTOTAL																		\$35,740
REGULATION & BIDDING																		
1	Prequalification of subcontractors and GCs (project is >	6	\$ 195	\$1,170	16	\$ 160	\$2,560	8	\$ 160	\$1,280	0	\$ 150	\$0	4	\$ 145	\$580	\$5,590	
2	Coordinate Ads with District/Post in C. Register	4	\$ 195	\$0	4	\$ 160	\$640	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$640	
3	Site meetings for Contractors & Subcontractors	12	\$ 195	\$0	12	\$ 160	\$1,920	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,920	
4	Attend Filed Sub Bid opening	4	\$ 195	\$780	6	\$ 160	\$960	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,740	
5	Attend GC Bid opening	4	\$ 195	\$780	6	\$ 160	\$960	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,740	
6	Assist Designer in Contracting process	8	\$ 195	\$0	8	\$ 160	\$1,280	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,280	
7	Attend Pre-Construction meetings	4	\$ 195	\$780	12	\$ 160	\$1,920	8	\$ 160	\$1,280	0	\$ 150	\$0	0	\$ 145	\$0	\$3,980	
SUBTOTAL																		\$16,890
FFE & MOVE COORDINATION																		
1	Develop FFE Program	6	\$ 195	\$1,170	18	\$ 160	\$2,880	8	\$ 160	\$1,280	0	\$ 150	\$0	3	\$ 145	\$435	\$5,765	
2	Manure Temporary Construction/Equipment	2	\$ 195	\$0	2	\$ 160	\$320	12	\$ 160	\$1,920	0	\$ 150	\$0	0	\$ 145	\$0	\$2,240	
3	Prepare and Perform Move	4	\$ 195	\$0	12	\$ 160	\$1,920	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$1,920	
4	Move into New Facility	4	\$ 195	\$0	4	\$ 160	\$640	12	\$ 160	\$1,920	0	\$ 150	\$0	0	\$ 145	\$0	\$2,560	
5	Return Leased Space	0	\$ 195	\$0	0	\$ 160	\$0	0	\$ 160	\$0	0	\$ 150	\$0	0	\$ 145	\$0	\$0	
SUBTOTAL																		\$12,485
CONSTRUCTION and CLOSEOUT																		
1	Project meetings/project mt	75	\$ 195	\$14,625	300	\$ 160	\$48,000	900	\$ 160	\$144,000	0	\$ 150	\$0	35.71	\$ 145	\$5,179	\$226,429	
2	Closeout after Sub Completion	10	\$ 195	\$3,900	40	\$ 160	\$6,400	100	\$ 160	\$16,000	0	\$ 150	\$0	10	\$ 145	\$1,450	\$27,750	
SUBTOTAL																		\$254,179
TOTAL PROJECT BUDGET & DURATION		152	Weeks			\$52,260		\$114,240		\$177,280		\$20,400		\$10,544		\$374,724		

Notes:

- "Grayed out" areas are not included in CHA's scope of work as they are not required for this project.
- All CHA labor figures are based on an estimate of hours during entire noted phase. Actual billing would be on a Time & Materials (T&M) basis.
- The above list is not meant to detail each and every item required by contract however the overall manpower effort is estimated.
- Suggest that some meetings to be remote attendance where practical to maximize budget.

Resolution: Gaza Ceasefire



Russ Dean <rdean@exeternh.gov>

Fwd: Introducing draft resolution calling on ceasefire in Israel and Palestine

1 message

Niko Papakonstantis <npapakonstantis@exeternh.gov>

Fri, May 10, 2024 at 12:22 PM

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

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

From: **Karishma Manzur** <karishma.l.manzur@gmail.com>

Date: Fri, May 10, 2024 at 12:15 PM

Subject: Introducing draft resolution calling on ceasefire in Israel and Palestine

To: Niko Papakonstantis <npapakonstantis@exeternh.gov>, Molly Cowan <mcowan@exeternh.gov>

Dear Chair Papakonstantis and Vice Chair Cowan,

As residents of Exeter, we are writing to you to share a draft resolution calling on President Joe Biden and our Federal representative delegation to facilitate an immediate and enduring ceasefire between Israel and Palestine; to facilitate the provision of life-saving humanitarian aid in Gaza; to call for the release of all hostages and all people unjustly held in Israel, Gaza, and the West Bank; to consider the economic costs of this ongoing conflict on the residents of Exeter; and to work towards a political solution to the ongoing conflict.

We understand that arguments can be made that nonbinding resolutions are symbolic and may not impact US foreign policies, as well as that our town's Select Board should prioritize municipal affairs instead of international conflicts. However, as citizens of the United States, we have a moral obligation to inform our elected officials when we strongly disagree with their actions and when our federal taxes are being used to kill and injure non-combatants and children in direct disregard of the statutory provisions in effect under the "Leahy law" (Section 620M of the Foreign Assistance Act of 1961, 22 USC 2378d; Section 362 of Title 10 of the US Code).

As our local government representatives with access to higher-level government officials, we respectfully request that you hear our concerns and consider the resolution for discussion at the next Select Board meeting.

Yours Sincerely,

Dr. Karishma Manzur
Ms. Mercy Carbonell
Mr. Charles Fanning
Dr. Kaitlyn Martin Fox
Ms. Tanea Hibler
Dr. Alexander Koch
Dr. Khalid Madhi
Mx. Charla Malamed
Dr. Michael Matsumaru
Dr. Hina Muneeruddin

Town of Exeter, New Hampshire
In the Year Two Thousand and Twenty-Four

A Resolution

“Calling on the President of the United States of America, Joseph R. Biden, United States Senators Jeanne Shaheen and Maggie Hassan, and United States Congressman Chris Pappas,

to facilitate immediate de-escalation and a sustained, bilateral ceasefire between Israel and Palestine;

to facilitate the immediate entry of humanitarian aid assistance, including medicine, food, and water to Gaza at the scale required;

to call for the release of all hostages and all people unjustly held in the region, including Israel, Gaza, and the West Bank; and

to work with the international community toward long-term political solutions that could afford safety and dignity to all people in Israel and Palestine.”

Resolved by The Select Board of the Town of Exeter as Follows:

WHEREAS, the Exeter Select Board recognizes that all human life is precious and all people have a right to live with dignity, feel safe, and be respected, regardless of nationality, race, or religion; and

WHEREAS, international humanitarian law requires all parties to an armed conflict to protect children and non-combatants, and prevent the commission of grave violations against them, including killing and maiming, attacks on schools and hospitals; and

WHEREAS, hundreds of thousands of lives are at imminent risk of famine and death if a permanent ceasefire is not reached and humanitarian aid is not delivered without delay; and

WHEREAS, to provide economic and military aid to Israel and humanitarian aid to Gaza and the West Bank in the year 2024, over \$1,200,000 in federal taxes will come out of the citizens of the Town of Exeter alone, over \$102 million will come out of the State of New Hampshire, and over \$20 billion dollars will come out of the United States of America, instead of using American tax revenues to fund local, state, and federal health care, housing, and educational needs; and

NOW, THEREFORE, BE IT RESOLVED that the Exeter Select Board joins with representatives of other US cities and towns in calling on our President and our Federal representative delegation to facilitate an immediate and enduring ceasefire, the provision of life-saving humanitarian aid in Gaza, the release of all hostages and all people unjustly held, a political solution to the ongoing conflict; and

BE IT FURTHER RESOLVED that the Exeter Select Board asks the Town Clerk to forward copies of this Resolution to the President of the United States, our Federal representative delegation, the Governor of New Hampshire, and our state representatives.

NHDES Grant – Household Hazardous Waste Collection



EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

www.exeternh.gov/publicworks • publicworks@exeternh.gov

TO: Exeter Select Board

FROM: Stephen Cronin, Public Works Director

CC: Russell Dean, Town Manager

DATE: May 8, 2024

RE: Grant Agreement – Hazardous Household Waste Collection

SUGGESTED MOTION:

Motion to accept a grant from New Hampshire Department of Environmental Services for Hazardous Household Waste Collection in the amount of \$8,331.00, and to further authorize the Town Manager to sign the associated grant agreement documents.

This grant award will be used to support Exeter's Household Hazardous Waste (HHW) Collection event, typically held in October, at the Exeter Public Works Garage. Each year, with the assistance of the Rockingham Planning Commission, Exeter hosts a HHW Collection event for the communities of Exeter, Stratham, Newfields, East Kingston, Epping, Seabrook, and South Hampton. Municipal assessments are levied on each Town based on the participating community's population. In addition, residential participants are assessed a user fee to cover a portion of the remaining costs associated with the event.

In calendar year 2023, a total of 389 households participated in the HHW Collection event. The event manifested a total of 24,047 pounds of waste, including 5,950 pounds of non-hazardous waste and 18,097 pounds of hazardous waste. Exeter's HHW Collection event provides a tremendous asset to the region, preventing waste from ending up in the municipal waste stream or disposed of directly into the environment. A historical summary of the event has been attached for reference.

Hazardous Household Waste Collection 2018-2023

	2018	2019	2020	2021	2022	2023	Min	Max	Avg
Households	448	433	613	333	367	389	333	613	431
Waste									
Ignitable	17,877	8,160	10,530	14,280	9,066	15,972	8,160	17,877	12,648
Reactive	1	-	-	10	-	-	-	10	2
Toxic	2,281	2,400	4,000	6,800	75	1,400	75	6,800	2,826
Corrosive	976	300	1,706	2,152	106	725	106	2,152	994
Non-hazardous	1,904	-	11,260	-	6,045	5,950	-	11,260	4,193
Total Pounds Waste Collected	23,039	10,860	27,496	23,242	15,292	24,047	10,860	27,496	20,663
Pounds Per Household	51	25	45	70	42	62	25	70	49
Community	2018	2019	2020	2021	2022	2023	Min	Max	Avg
East Kingston	34	14	31	10	14	23	10	34	21
Epping	42	51	26	39	24	35	24	51	36
Exeter	167	181	168	94	163	132	94	181	151
Newfields	45	18	36	29	30	27	18	45	31
Seabrook	20	12	15	22	25	23	12	25	20
South Hampton	14	4	12	11	17	16	4	17	12
Stratham	126	153	148	129	94	132	94	153	130
TOTAL Participation	448	433	436	334	367	388	334	448	401

Certificate of Authority by Vote

I, Andrea Kohler *(Name)* hereby certify that I am duly elected Clerk/Secretary of
Town of Exeter *(Name of Municipality)*. I hereby certify the following is a true copy of a vote taken at

a meeting of the Board of Directors, duly called and held on 13 May, 2024, at which a quorum of the Directors were present and voting.

Voted: That Russell Dean, Town Manager *(Name and Title)* (may list more than one person) is

duly authorized to enter into contracts or agreements on behalf of
Town of Exeter *(Name of Municipality)* with the State of New Hampshire and any of its

agencies or departments and further is authorized to execute any documents which may in his/her judgement be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: _____

Attest: _____
(Name and Title)

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3. Grantee Name Town of Exeter		1.4. Grantee Address 10 Front Street Exeter, NH 03833	
1.5 Grantee Phone # 603-658-0517	1.6. Account Number 03-44-44-444010-5392- 073-500580	1.7. Completion Date June 30, 2025	1.8. Grant Limitation \$8,331
1.9. Grant Officer for State Agency Timothy J. Prospert		1.10. State Agency Telephone Number 603-271-2047	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1 Russell Dean, Town Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

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

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

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

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

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

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

7. RECORDS and ACCOUNTS.

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

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions PERSONNEL.

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

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

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

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

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

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

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

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

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

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

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

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
14. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
15. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
16. INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
Special Terms and Conditions

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.

2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.

EXHIBIT B
Scope of Services

1. The Grantee shall conduct the collection portion of its Project for **Exeter, Stratham, Newfields, East Kingston, Epping, Seabrook and South Hampton** in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (the contractor). For purposes of this agreement, the contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the contractor hires for participating in the Project.
2. The Grantee shall spend its grant monies solely for the purpose of paying the Project's contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Hw 1003.07.
3. The Grantee shall enter into a contract with a contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
 - a. That the contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Hw 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent;
 - b. That the contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator;
 - c. That the contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
 - d. That the contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the Department. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract;
 - e. That the contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Hw 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
 - f. That the contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.

EXHIBIT B continued

- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Hw 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
 - h. That the contractor shall adhere to a work plan and a site safety plan, such plans may be reviewed by the Department.
 - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Hw 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.6 of the contract. Failure to do so may result in termination of this agreement.
7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.

EXHIBIT C
Price and Payments

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement or the enforcement of all applicable state or federal laws.

2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed **\$8,331**. This amount is based on a rate of **\$0.18433 cents per capita** and on a population base of **45,200** to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. All invoices must be submitted no more than 45 days past the completion date of the contract. Invoices greater than 180 days past the completion date will not be accepted or paid. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.

3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.

4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.

5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.

6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.

Board and Committee Reappointments

Boards - Commissions - Committees 2024 Term Expire Supplemental

Name	Title	Term	
<u>Zoning Board of Adjustment</u>			
Laura Montagno	Alt.	Apr. 2024	yes
<u>Sustainability Advisory Committee</u>			
Ryan Jean		Apr. 2024	yes
<u>Recreation Advisory Board</u>			
Rachel Ladeau		Apr. 2024	yes

Tax Abatements, Veterans Credits & Exemptions

Hospital Exemption

MAP	LOT	UNIT	ADDRESS	SITE	REQUESTED EXEMPTION	TAXABLE %	ASSESSED AS	% LISTED ON PRC	DESCRIPTION	2024 PRELIM ASMNT	2024 CALCULATED %
65	128		ALUMNI DR	0.93	100%	0%	EXEMPT	100%	VACANT LAND	\$ 36,700	100%
65	129	1	3 ALUMNI DR	6.35	89%	11%	EXEMPT	70%	PARKING GARAGE	\$ 7,196,500	70.3%
65	129		3 ALUMNI DR				TAXABLE	30%	PARKING GARAGE	\$ 3,047,400	29.7%
65	130		4 ALUMNI DR	11.7	100%	0%	EXEMPT	92%	WOUND HEALING/SLEEP LAB	\$ 10,380,000	86.4%
65	130	1	4 ALUMNI DR				TAXABLE	8%	WOUND HEALING/SLEEP LAB	\$ 1,628,000	13.6%
65	131		6 BUZELL AVE	14.55	100%	0%	EXEMPT	100%	HOSPITAL	\$ 41,962,200	100%
65	131	1	10 BUZELL AVE	1	88%	12%	TAXABLE	6%	PORTION 65-131 PERRY MEDIAL & HOUSE	\$ 676,700	N/A
65	131	3	7 ALUMNI DR	6.55	57%	43%	EXEMPT	20%	FORMER SYNERGY BUILDING	\$ 1,216,100	17.9%
65	131	2	7 ALUMNI DR		57%	43%	TAXABLE	80%	FORMER SYNERGY BUILDING	\$ 5,596,500	82.1%
65	131	4	5 ALUMNI DR	1	100%	0%	TAXABLE	90%	MOB	\$ 10,107,400	90.0%
65	131	5	EAST ADDITION		100%	0%			NOT IN VISION AS A SEPARATE LOT	\$0	100%
65	132		ALUMNI DR	0.29	100%	0%			NOT IN VISION AS A SEPARATE LOT	\$0	100%
65	147		MAGNOLIA LN	0.33			TAXABLE	100%	VACANT LAND	\$ 14,700	100.0%
71	47	1	BUZELL AVE	0.56	100%	0%	EXEMPT	100%	ROW	\$0	100.0%
71	47		9 BUZZELL AVE	1.9			TAXABLE	100%	SALTONSTALL MEDICAL	\$ 2,516,500	
71	48	E	5 BUZZELL AVE		43%	57%	EXEMPT	50%	EXEMPT PORTION 71-48 BLDG ONLY	\$ 64,000	16.9%
71	48		5 BUZZELL AVE	0.34	43%	57%	TAXABLE	50%	EXETER PHY ASSOC.	\$ 315,200	83.1%
									TOTAL	\$ 84,757,900	
									EXEMPT	\$ 60,855,500	
									% EXEMPT	71.8%	
									TAXABLE	\$ 23,902,400	
									% TAXABLE	28.2%	

Religious

Map	Lot	Unit	Location	Owners Name	Co-Owner Full Name	Exemption Type
83	60		43 PINE ST	CHRIST CHURCH OF EXETER		Religious
91	32	E	55 HAMPTON FALLS RD	CHURCH OF JESUS CHRIST OF LATTERDAY SAINTS	IDX CHURCH TAX ADMIN #529-4401	Religious
72	222		21 FRONT ST	CONGREGATIONAL CHURCH		Religious
72	222	E	12 CENTER ST	CONGREGATIONAL CHURCH		Religious
73	143		73 WINTER ST	EXETER PRESBYTERIAN CHURCH		Religious
29	26		8 ANNA LOUISE DR	EXETER UNITED	METHODIST CHURCH INC	Religious
29	21	E	307 EPPING RD	EXETER UNITED	METHODIST CHURCH INC	Religious
95	61		94 LINDEN ST	FATHERS FAMILY CHURCH INC		Religious
72	166		10 ELM ST	FIRST UNITARIAN SOCIETY		Religious
91	35	E	47A HAMPTON FALLS RD	NORTHERN N E DISTRICT COUNSEL OF	THE ASSEMBLIES OF GOD INC	Religious
72	165		4 ELM ST	REGENERATION CHURCH		Religious
73	5		11 LINDEN ST	ROMAN CATHOLIC	BISHOP OF MANCHESTER	Religious
73	300		91 FRONT ST	ROMAN CATHOLIC	BISHOP OF MANCHESTER	Religious
73	299		93 FRONT ST	SAINT MICHAEL CATHOLIC CHURCH		Religious

Charitable

MBLU	Lot	Unit	Location	Owners Name	Co-Owner Full Name	Exemption Type
63	8		85 LINCOLN ST	AMERICAN LEGION CLUB		Charitable
35	4		40 NEWFIELDS RD	ONE SKY COMMUNITY	SERVICES INC	Charitable
80	18		6 WHITE OAK DR	RIVERWOODS CO AT EXETER	ATTEN: JULIE CLARK	Charitable
80	18	E	6 WHITE OAK DR	RIVERWOODS CO AT EXETER	ATTEN: JULIE CLARK	Charitable
97	23		7 RIVERWOODS DR	RIVERWOODS CO AT EXETER	ATTEN: JULIE CLARK	Charitable
97	23	E	7 RIVERWOODS DR	RIVERWOODS CO AT EXETER	ATTEN: JULIE CLARK	Charitable
98	37		5 TIMBER LN	RIVERWOODS CO AT EXETER	ATTEN: JULIE CLARK	Charitable
98	37	E	5 TIMBER LN	RIVERWOODS CO AT EXETER	ATTEN: JULIE CLARK	Charitable
86	8	1	25 HAMPTON RD #1	SEACOAST FAMILY PROMISE		Charitable
86	8	2	25 HAMPTON RD #2	SEACOAST FAMILY PROMISE		Charitable
87	36	E	27 HAMPTON RD	SEACOAST FAMILY PROMISE		Charitable
65	146		30 MAGNOLIA LN	SEACOAST MENTAL HEALTH CENTER	RESOURCE GROUP INC	Charitable
73	292		53 LINCOLN ST	SOCIETY OF ST VINCENT	DE PAUL EXETER	Charitable
72	206		164 WATER ST	SOCIETY OF THE CINCINNATI	C/O AMER INDEPENDENCE MUSEUM	Charitable
72	215		GOVERNORS LN	SOCIETY OF THE CINCINNATI	C/O AMER INDEPENDENCE MUSEUM	Charitable
82	13		56 LINDEN ST	SOUTHERN DISTRICT YMCA	CAMP LINCOLN INC	Charitable
72	9		12 WATER ST	SOCIETY FOR PRESERVATION of	NE ANTIQUITIES	Charitable

Educational

Map	Lot	Unit	Location	Owners Name	Co-Owner Full Name	Exemption Type
71	119	1	11 MARLBORO ST	EXETER DAY SCHOOL		Educational
71	119	1E	11 MARLBORO ST	EXETER DAY SCHOOL		Educational
62	112		64 EPPING RD	GREAT BAY KIDS COMPANY INC		Educational
108	1		65 HAMPTON FALLS RD	HERONFIELD ACADEMY		Educational
64	41	E	231-237 WATER ST	PHILLIPS EXETER ACADEMY		Educational
64	42		255 WATER ST	PHILLIPS EXETER ACADEMY		Educational
64	43		225 WATER ST	PHILLIPS EXETER ACADEMY		Educational
64	46		223 WATER ST	PHILLIPS EXETER ACADEMY		Educational
71	119	E	14 GILMAN LN	PHILLIPS EXETER ACADEMY		Educational
72	169	E	ELM,ELLIOT,COURT ST	PHILLIPS EXETER ACADEMY		Educational
72	204	1E	17 SPRING ST	PHILLIPS EXETER ACADEMY		Educational
72	208	E	20 MAIN ST	PHILLIPS EXETER ACADEMY		Educational
72	209	E	MAIN/FRONT/TAN LN	PHILLIPS EXETER ACADEMY		Educational
83	1	E	GILMAN ST	PHILLIPS EXETER ACADEMY		Educational
83	87		31 ELLIOT ST	PHILLIPS EXETER ACADEMY		Educational

Permits & Approvals



William K. Rawson '71; P'08
Principal

April 24, 2024

Mr. Russell Dean
Town Manager
Exeter Town Offices
10 Front Street
Exeter, NH 03833

Dear Russ,

Phillips Exeter Academy is planning to hold its graduation exercises outdoors, weather permitting. This year's date is Sunday, June 2, 2024, commencing at 10:30 a.m. It would not be possible to conduct our exercises outside unless traffic is stopped on Front Street, between Tan Lane and Elm Street, and on Tan Lane itself. I am therefore writing to request the Town's permission to stop the flow of traffic at those points between 9:30 a.m. and 1:00 p.m. In case of rain, we will need to hold graduation in the Thompson Field House, and therefore request permission to close off Court Street, instead of Front Street, for those times. The Academy will make arrangements and pay the cost of police and temporary barricades.

If permission is granted, we will notify the churches on Elm and Front Streets in advance.

Thanks to you and the Board of Selectmen for your consideration of this request.

Sincerely,

Bill Rawson

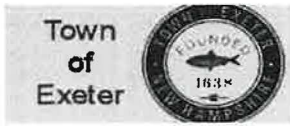
cc: Paul Gravel
Tim Mitropoulos
Mark Leighton

Town Manager's Office

APR 29 2024

Received

Correspondence



Pam McElroy <pmcelroy@exeternh.gov>

Request for Select Board Agenda item for 5/13/24

2 messages

Catherine Edison <catedison27@gmail.com>
 To: "pmcelroy@exeternh.gov" <pmcelroy@exeternh.gov>

Fri, May 3, 2024 at 8:17 AM

Hello Pam,
 Here is my request. Please let me know.

Thank you, Catherine Edison

Request for Select Board Agenda Item:

I request that the Select Board formally revisit the decision/vote on (10/2/23) to move forward with the submission of the NOAA Restoring Fish Passage through Barrier Removal grant application (submitted 10/16/23), in light of information that was either not available and/or not presented to the Board at the time that this decision was made. This information questions the underlying premise and key facts upon which that application rests. Exeter now has a pending grant application for funds to remove a dam for the sole purpose of improving Alewife fish passage, in spite of the fact that state data and scientific summaries conclude that there are few to no Alewife even reaching the dam for the past eight years, following the removal of the Great Dam, which greatly increased fish passage in Exeter and was expected to allow many more fish to travel up river.

When the Exeter River Advisory Committee presented their case for this grant application to the Select Board and requested their approval to submit it, key elements were missing from that presentation which should have factored into the Board's decision. As a result of this missing and incomplete information, the Town of Exeter, on behalf of its citizens, submitted a grant application that can now be seen as factually false in several of its key arguments. These flaws speak to the core statements of the need for funding, and the decision-making process upon which the application rests. These issues would seem to render the application false and invalid.

I, and others in our community, feel that failure to acknowledge these issues and take action to correct them immediately has the potential to result in \$2 million of federal resources being awarded based on an application now known to have false information and exaggeration in its argument. Immediate action is needed to correct the grant as decisions on funding are expected by July, 2024.

I ask that the Select Board either withdraw the application or amend the information provided in the grant to NOAA to avoid unfairly misleading the grantor. The issues arose from a highly rushed process (conducted in about 2 weeks), based on an incomplete feasibility study, which willfully bypassed the public process. If the application is withdrawn or amended to reflect the facts, this will give NOAA transparency, allow time for all stakeholders and abutters to participate and make an informed decision, and will also provide time to investigate the true underlying issue with up river fish passage in the Exeter River. We need to understand the true reason behind little to no Alewife fish passage before any grant is made, or any decisions or actions regarding the dam are taken.

Sincerely,

Catherine Edison
 8 Stoney Water Rd
 Exeter, NH 03833
 603-498-6841

Pam McElroy <pmcelroy@exeternh.gov>
 To: Catherine Edison <catedison27@gmail.com>

Fri, May 3, 2024 at 8:26 AM

Thank you. I will forward this to the Select Board.

Have a good day.

[Quoted text hidden]

--

Pam McElroy



Pam McElroy <pmcelroy@exeternh.gov>

ACTION ALERT HB 1600 - A Partial Victory in Senate Committee Yesterday!

1 message

Clifton Below <clifton.below@communitypowernh.gov>
Reply-To: Clifton Below <clifton.below@communitypowernh.gov>
To: pmcelroy@exeternh.gov

Wed, May 8, 2024 at 5:06 PM



ACTION ALERT HB 1600 - A Partial Victory in Senate Committee Yesterday!

Thank you for your attention to this Action Alert and to all of you who conducted outreach to your Senators and to the DOE leadership over the last few days. I'm pleased to share that we earned a partial victory yesterday in the Senate Energy & Natural Resources Committee.

As a result of YOUR collective and sustained outreach to the Senate on HB 1600, and thanks to the leadership of Senate President Jeb Bradley (R-Wolfeboro), the Committee unanimously approved an amendment to create a study committee. The Senate Committee then unanimously (4-0) recommended that the bill, as amended, go to the Senate floor as "Ought to Pass with Amendment" or OTPA. We expect the Senate to vote on the bill next Thursday, May 16.

The approved amendment keeps the bill alive and provides us with additional needed time to try and reach agreement with DOE and other private sector stakeholders who requested that the bill not move forward this year, so that it can be further amended in Committee of Conference with the goal of getting it passed this year.

Senate President Bradley indicated to us that he intends to convene a meeting with CPCNH and other stakeholders in the near future in hopes that an agreement may be reached so that we have a path to full victory for this bill this year.

Take action by Noon on Monday, May 6th!

before the Senate Energy Committee votes

or as soon as you can thereafter as HB 1600 won't be voted on by the whole Senate until 5/16

Find your Senator, their email, and the State House office number here.

The Senate has a May 9th deadline for committees to report all House bills with a fiscal impact. The Senate Energy & Environment Committee may vote on the bill on May 7. We ask for a favorable Ought-to-Pass-with-Amendment (OTPA) recommendation from the Senate Energy Committee. It will likely be voted on by the full Senate on 5/16 and regardless of the Committee recommendation we may want to keep the pressure up for passage.

Sample email and phone script:

SUBJ: City/Town/County of **[NAME]** Supports HB 1600

Dear Senator **[LAST NAME]**,

On behalf of **[INSERT CITY/TOWN]**, I am writing to express strong support for HB 1600, an act relative to participation in net energy metering.

Our **[CITY/TOWN]**, having implemented a Community Power Aggregation, is excited to have realized cost savings **[INSERT AMOUNT, IF APPLICABLE]** for our customers while expanding energy choices. Over the long term, we aim to realize additional benefits for our community's electricity customers including those associated with development of local energy generation projects.

HB 1600 will improve our ability to gain local control over our energy resources by developing community generators that cost-effectively supply power directly to our residents and businesses. Community generators create local economic development benefits and bring our sources power closer to home. In doing so, we can drive down certain costs associated with over-reliance on out-of-state generators (e.g., transmission costs).

Please vote yes on HB 1600 so that together we can build a more robust local electricity market in New Hampshire to serve the needs of our energy customers.

Sincerely,

[NAME]

See FAQs for additional message ideas or share your own community's aspirations.

For more background and FAQs please visit:

www.cpcnh.org/legislative-regulatory-advocacy

SYNAGRO®

TO: Synagro and EPIC Customers
RE: EPA Designation of PFAS as Hazardous Substance Under CERCLA
DATE: April 23, 2024

As you may be aware, on Friday, April 19, 2024, the U.S. Environmental Protection Agency (EPA), released a final rule designating two PFAS chemicals (PFOA and PFOS) as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

The rule, and subsequent compliance obligations will become effective in June, 2024. At this time, Synagro and its affiliates are evaluating what impact, if any, this rule may have on the services we provide under our current contract. Synagro may request contractual modifications to our current agreement to comply with the new EPA standards and CERCLA requirements. In the event that our services can no longer be performed, require substantial changes or become subject to increased costs as a result of this rule, Synagro may be entitled to relief under our contract with you.

No relief is being sought by this notice. Any relief to which Synagro is entitled will be the subject of follow-on communications. However, to the extent you are aware that the material you provide to us contains detectable levels of PFOA or PFOS, it is imperative that you provide that information to us as soon as possible to avoid potential noncompliance.

Please feel free to reach out to us to discuss this matter further.

Sincerely,



Alan Slepian, Esq.
General Counsel
Synagro / EPIC
aslepian@synagro.com



Rodney G. Rose, Esq.
Senior Counsel
Synagro / EPIC
rose@synagro.com

Town Manager's Office

MAY - 2 2024

Received



Pam McElroy <pmcelroy@exeternh.gov>

Bulletin #18: ADUs, SB 2, Sober Homes & More

1 message

NHMA Government Affairs <governmentaffairs@nhmunicipal.org>
To: Pam McElroy <pmcelroy@exeternh.gov>

Fri, May 3, 2024 at 1:24 PM

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 18

2024 Session

May 3, 2024



Live Bill Tracker

It's "Non-Germane Amendment" Season

It's the point in the session where non-germane amendments are beginning to pop up. These are, mostly, pieces of legislation that the originating body passed but the other body did not. As such, the originating body will tack the language of the bill onto an unrelated bill that it believes that the other body is interested in passing.

Consequently, it is entirely possible that bills will get festooned with unrelated provisions as they move through the second body. Please continue to pay attention to the *Legislative Bulletin* as we will keep track and publish information about these non-germane amendments as they are published and become relevant to municipalities.

Hearing Scheduled for Mandatory 2-Unit ADU Bill

On **Tuesday, May 7, at 10:20 a.m.** in **State House 100**, the **Senate Commerce Committee** will hear testimony on **HB 1291**, requiring that municipalities allow two ADUs (accessory dwelling units) in every zone where single-family homes are allowed, and allow one of those units to be detached. Current law requires municipalities to allow one attached ADU in every zone where single-family homes are allowed.

According to data produced by the New Hampshire Department of Business and Economic Affairs (BEA) **2022 Municipal Land Use Regulation Annual Survey**, more than half of municipalities allow detached ADUs. According to **local news sources**, more towns approved detached ADUs during the 2023 town meeting.

use and enjoy a dwelling, A 'reasonable accommodation' is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces."

Furthermore, "[n]eutral laws that govern groups of unrelated persons who live together do not violate the Act so long as (1) those laws do not intentionally discriminate against persons on the basis of disability (or other protected class), (2) those laws do not have an unjustified discriminatory effect on the basis of disability (or other protected class), (3) state and local governments make reasonable accommodations when such accommodations may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling."

Additionally, the Building Code Review Board recommended state building code amendments BD-21-20-23, BD-21-21-23, BD-21-22-23, RE-21-32-23 R2, all of which also address sober homes. To the extent **HB 1521** duplicates those amendments, the bill is unnecessary.

Please contact the members of the [Senate Election Law and Municipal Affairs Committee](#) and encourage them to oppose **HB 1521**.

House Special Committee on Housing Executive Session

On **Thursday, May 9, at 3:00 p.m.** in **LOB Room 302-304**, the **House Special Committee on Housing** will make its recommendation on the bills that it heard last week. Those include the [non-germane amendment to SB 527](#), prohibiting local zoning or regulations from restricting the number of occupants in a residential rental property to less than two occupants per bedroom. If you have not already contacted the members of the [House Special Committee on Housing](#), please do so before the executive session.

Calendar Changes

If you are a long-time reader of the *Bulletin*, you will have noticed that the weekly schedule of hearings that we have long published has, increasingly, been out of date by the beginning of the week for which it is produced. That's because the shift in both the House and Senate to digital calendars has made it easier for committees to reschedule when there is bad weather, when there are absences, or when issues with bills just haven't quite been worked out. As such, we are now going to link to the [House Digital Calendar](#) and [Senate Digital Calendar](#) instead of producing our own hearing schedule. For those of you with a particular interest in a particular bill or set of bills, please use the "subscribe" feature on [FastDemocracy](#) to get email updates when those bills are scheduled.

NHMA Events Calendar

2023 Final Legislative Bulletin

Website: www.nhmunicipal.org

Email: governmentaffairs@nhmunicipal.org

Government Affairs Contact Information

Margaret M.L. Byrnes, Executive Director

Natch Greyes, Government Affairs Counsel

Katherine Heck, Government Finance Advisor

Timothy Fortier, Communications Coordinator

Pam Valley, Administrative Assistant

25 Triangle Park Drive, Concord, NH 03301

Tel: 603.224.7447



Society of
Saint Vincent dePaul Exeter
Cleo Castonguay Community Assistance Center and Food Pantry

April 26, 2024

Town of Exeter NH
Russ Dean, Town Manager
10 Front Street
Exeter, NH 03833

Dear Russ and Staff,

On behalf of SVdP Exeter, we would like to thank the Town of Exeter for its continued support of SVdP Exeter. The contribution of \$8,500 was received on April 24, 2024. We are so grateful for your years of support and partnership in feeding and assisting the vulnerable members of our community.

As we look back on the year 2023, we distributed 291,940 pounds of food and supplies to 3,303 area households during 212 Food Pantry Sessions. We experienced a 33% increase in new clients coming to the food pantry compared to 2022. We do not expect the need to slow down in 2024.

We have resumed our monthly "Senior Only" pantry sessions and continue to look for ways to reach the vulnerable in our towns. *"SVdP Exeter is the difference between having to pay our utility bill or have food on the table. Thanks to you, we do NOT have to decide."* Linda

Again, thank you for your generosity in assisting our most vulnerable community members. Your support helps make a difference to our neighbors in need while providing hope for a healthy future.

With sincere gratitude,

Molly Zirillo
Executive Director

This letter serves as your official tax receipt and certifies that no goods or services were provided in exchange for your donation. Please retain this letter for your records.

Town Manager's Office

MAY - 1 2024

Received

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 19

**2024 Session
2024**

May 10,



Live Bill Tracker

The Session Winds Down

There are only a handful of session days left. The House has scheduled session days on Thursday, May 9, Thursday, May 23, Thursday, May 30, and Thursday, June 13. Although the Senate does not publish its calendar as far in advance as the House, we anticipate that it will follow a similar schedule, with all legislative business wrapping up on June 13.

But that doesn't mean that the legislature is really finished. Incumbents running for reelection to the House can file legislative service requests (LSRs) from Tuesday, September 3 – Friday, September 13. Already, we have heard from legislators that they are interested in filing legislation of municipal interest, and we expect that at least a few members are also interested in seeing legislation filed on their behalf. We'll take this opportunity to remind you that NHMA's Government Affairs Department is always happy to participate in those conversations and help you work with your legislators on legislation that will help you enhance local government. Please reach out to us to loop us in as you have those conversations.

ADU Bill Hearing Continued

Due to time constraints, the Senate Commerce Committee continued this week's hearing on [**HB 1291**](#), requiring that municipalities allow two ADUs (accessory dwelling units) in every zone where single-family homes are allowed, and allow one of those units to be detached. The hearing was continued to **Tuesday, May 14, at 9:30 a.m. in State House 100.**

A summary of the formula prescribed is as follows:

This year's base = (local taxes raised for the prior year) x (1+inflationary index) x (this year's population / last year's population) = the maximum dollar amount that the governing body or budget committee can recommend to the voters for approval at the annual meeting.

Once the budget is presented to the town meeting, it is now in the hands of the voters. This bill preserves current law and allows the town meeting to override a tax cap "by the usual procedures applicable to annual meetings," and states that the tax cap "shall not limit the legislative body's authority to increase or decrease the amount of any appropriation or the total amount of all appropriations."

Currently, the data shows that only about three percent of New Hampshire towns and schools have established a tax cap under existing law, and eight annual meetings voted down tax cap proposals this year alone. If this new local option is signed into law, NHMA will provide additional guidance to our members should the governing body or a petition warrant article propose this option in your municipality.

Calendar Changes

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