

SELECT BOARD MEETING

Monday, July 28, 2025

6:15 pm

Nowak Room, Town Offices

10 Front Street, Exeter, NH 03833

REGULAR BUSINESS MEETING BEGINS AT 7:00 PM

Meetings can be watched on Ch 22 or Ch 6 or YouTube. Attendees can join in person or virtually via Zoom.

To access the meeting, click this link: <https://us02web.zoom.us/j/81255789319>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 812 5578 9319

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 to access the meeting here: <https://www.exeternh.gov/townmanager/virtual-town-meetings>

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

AGENDA

1. Call Meeting to Order
2. Non-Public Session
3. Public Comment
4. Approval of Minutes
 - a. Regular Meeting: July 14, 2025
5. Appointments/Resignations
 - a. Pairpoint Park Stakeholders Advisory Committee – Maisie Sanderson from Alternate Member to Voting Member
6. Discussion/Action Items
 - a. Police Station/Fire Substation Update
 - b. 2nd Reading - Ordinance 802.3(j) & 802.4(c-6) Update NH RSA – Melissa Roy, Assistant Town Manager
7. Tax Abatements, Veterans Credits & Exemptions
8. Permits & Approvals
 - a. Pickpocket Dan Removal Engineering Design Phase 1 – Stephen Cronin, Public Works Director
 - b. Westside Drive Construction Phase Engineering Services – Stephen Cronin, Public Works Director
 - c. NH Office of Highway Safety Traffic Enforcement Patrols & Equipment Grant Application, and Grant Agreement Addendum
 - d. Tax Interest Refund Request
 - e. Exeter Area General Federation of Women's Clubs – Yuletide Fair
9. Town Manager's Report
10. Select Board Committee Reports
11. Correspondence
12. Review Board Calendar
13. Non-Public Session

14. Adjournment

Niko Papakonstantis, Chair

Select Board

Posted 7/25/25 Town Office, Town Website

Persons with a disabling condition may request accommodations in order to attend this meeting. Requests should be made with 72 hours notice.

AGENDA SUBJECT TO CHANGE

Non-Public Session

Public Comment

Approval of Minutes

Select Board Meeting
Monday July 14, 2025
7 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Nancy Belanger, Julie Gilman, Dan Chartrand, and Assistant Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 7 PM.

2. Bid Award - Westside Drive

Public Works Director Steve Cronin said they have a recommendation for bid award for the Westside Drive project. They met with the low bidder, N Granese and Sons, to discuss the project schedule and sequence of work. Some changes were made to the scope of work to bring it into line with the funding. NH DES is reviewing the bids as well, so we're asking the Board to award the contract contingent on their authorization.

Mr. Chartrand said he's pleased that they were able to reduce the scope of work to meet the voters' amount without significantly reducing it. Mr. Cronin said we were able to plan it in one construction season, which will reduce costs like the Police detail and temporary paving.

MOTION: Ms. Belanger moved to award a contract to N Granese and Sons Inc for the Westside Drive drainage, water, and roadway improvements project in the amount of \$5,456,008.90, contingent upon receipt of authorization to award from NH DES, and to further authorize the Town Manager or their designee to sign the associated contract documents. Mr. Chartrand seconded. The motion passed 5-0.

3. Public Comment

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

4. Proclamations/Recognitions

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

5. Approval of Minutes

- a. Regular Meeting: June 30, 2025

Corrections: Ms. Belanger asked for clarification of line 444 where it read [stet], and was told this means "as it stands" which indicates that the information was transcribed accurately even though it differed from the packet. Ms. Belanger decided not to remove it from the minutes.

MOTION: Ms. Belanger made a motion to approve the Select Board minutes of June 30, 2025 as presented. Ms. Cowan seconded. The motion passed 5-0.

6. Appointments and Resignations

45 a. Mark Lemos from the Energy Committee
46 **MOTION:** Ms. Belanger moved to accept with regret the resignation of Mark Lemos from the
47 Energy Committee. Ms. Cowan seconded. The motion passed 5-0.
48

49 7. Discussion/Action Items

50 a. CPCNH rates

51 Cliff Sinnott and Nick Devonshire of the Energy Committee were present
52 to give a presentation on the CPCNH Rates. Mr. Sinnott said there has been a
53 significant increase to the rates. CPCNH [Community Power Coalition of New
54 Hampshire] is a nonprofit community aggregator that gives us buying power.
55 They're our default energy supplier. We've been part of this group for two years.
56 The rate resets every six months; it runs from August 1 to January 31, then
57 February 1 to July 31. CPCNH announced the new rate on July 2nd. It will go
58 from 9.7 cents per KWH to 13.73, a 30% increase. This is happening to all the
59 utilities in the State; Unitil is going up by 41.8%. There has been a large increase
60 in Natural Gas prices, which is the governing price setter for electric rates.
61 CPCNH is also trying to restore its reserves.

62 Mr. Devonshire said natural gas is up 60% over the last six months. For
63 the second time, we're not beating the default supply rate, but we're replenishing
64 our reserves. We had a bad cold snap last winter that used them up. We have
65 still delivered significant savings over the default rate during the last few years for
66 Exeter's 6,400 customers.

67 Mr. Chartrand asked about the schedule to build those reserves. Mr.
68 Devonshire said the replenishment options were 3, 4, or 5 years; we set the rate
69 at 3 years. Running down the reserves puts us in a precarious position.

70 Mr. Sinnott said the "Granite Basic" plan is 9.7 cents per KWH, and there
71 are higher levels of renewable energy. Unitil is 8.3 cents currently and will go up
72 to 11.77 cents August 1. Since the program started, there have been six rate
73 periods. Initially the Unitil rates were very high due to the invasion of Ukraine. For
74 four of these six periods, CPCNH has been better than the default utility rate. Mr.
75 Devonshire said we estimate an overall savings of \$2,311,566 to ratepayers in
76 Exeter if the average usage continues through Jan 2026.

77 Mr. Sinnott said for the average rate payer, the bill will go up \$9-13. Any
78 rate payer is free to leave CPCNH for another third-party supplier. CPCNH
79 doesn't have profit or return on investment they're required to make. Switching
80 away to a third party can take 1-2 billing periods. Customers should be careful
81 about cancellation policies of third-party suppliers. He added that there's more
82 information on the Energy Committee's website.

83 Mr. Chartrand said he will be staying with CPCNH for his home and
84 business because it's the better option long-term.
85

86 b. Planet Playground Update –

87 Parks & Recreation Director Greg Bisson was present to give an update.
88 Mr. Bisson said the renovation of Planet Playground is 99% complete. With 300

89 kids in camp, it's hard to finish the landscaping. The playground has become a
90 viral sensation. We had a soft opening on Memorial Day weekend, and our social
91 media post was viewed by 104,000 people; 1,100 of them engaged and we
92 gained 140 new followers. 89% of the post's viewers did not follow Exeter Parks
93 and Rec. There will be a ribbon cutting on August 1 at 2 PM. He received an
94 email from a town resident whose daughter is in a wheelchair, and it's the first
95 time the child has been able to get around the entire park. 57 bricks have been
96 sold; there's an October 1st deadline.

97 Ms. Belanger said about the designated parking area for tournaments.
98 Mr. Bisson said it worked well at a recent pickleball tournament.

99 Mr. Bisson said we worked with the Tree Committee and replaced all four
100 of the trees we cut down. Dave Short donated two of them.

101
102 c. 1st Reading - Ordinance 802.3(j) & 802.4(c-6) – Update NH RSA

103 Ms. Roy said in 2023, one RSA was repealed and replaced. This is just
104 going through and referencing the correct RSA; there are no other changes. Mr.
105 Papakonstantis said the second reading and vote will be July 28.

106 Mr. Papakonstantis read the changes to Ordinance 802.3(j), and 802.4(c-
107 6). This is an amendment to Chapter 8 of the Town of Exeter Ordinances, the
108 ordinance to regulate vendors, hawkers, peddlers, solicitors, and other itinerant
109 vendors and door-to-door solicitation and canvassing. The change to 802.3(j) is
110 to change NH RSA 321:19 to NH RSA 31:102-a, and the change to 802.4(c-6) is
111 to change NH RSA 321:19 to NH RSA 31:102-b.

112
113 d. Legislative Update

114 Representative Julie Gilman said there were major cuts in the State
115 budget. The Council on the Arts has been disbanded and now relies on
116 donations from businesses. After January 1, you don't have to get your car
117 inspected, but residents should check their insurance for liabilities. The Council
118 of Aging was cut to one person, but they added an advisory council. It allows
119 video slot machines in any charitable gaming establishment; that's where they're
120 counting on a lot of the revenue for the budget. The Renewable Energy Fund
121 was raided. Public Safety personnel have been cut, and the Department of
122 Health and Human Services has been given more responsibilities. Because of
123 cuts to the Council of Aging and the Arts Council, we won't be able to get
124 matching grant funds from those entities.

125 Ms. Gilman said regarding zoning, HB 577, the ADU expansion bill,
126 allows one detached or attached accessory dwelling unit by right. She added that
127 Exeter already allows this. There are concerns about the impact on the
128 water/sewer infrastructure with doubling the number of units in a zoning district.
129 Regarding parking space requirements, residential housing units will only need
130 one parking space total.

131 Ms. Gilman said regarding voting, the Supervisors of the Checklist will
132 have to purge voter rolls annually, instead of every 10 years. This will mean that

they're working many more hours every year. Mr. Chartrand asked about the criteria for removal. Ms. Cowan said they're looking at whether you voted in the last Presidential election. Mr. Chartrand asked if it's harder to re-register now. Ms. Gilman said they're now allowing you to vote without re-registering if your ID has the same information, but if it has changed you have to go through the whole process.

Ms. Gilman said the Governor vetoed several bills: the cellphone ban in schools; enabling school districts to adopt partisan school elections; and kindergarten transportation. She signed bills about school vouchers having no limits for income, the number of kids, or where they go. The religious aspect is still there, even though it's unconstitutional. If you have a student in Exeter that would rather go to Pinkerton Academy, Exeter has to pay for that student's tuition to the new school. They added required curriculum to graduate for public school students. Now require that a public body's minutes include the start and end time of the meeting. They're doubling a lot of fees, such as car registration or business licensing. There's now going to be a tax on income for people who rely on Medicaid and added a work requirement for able-bodied adults: 100 hours of work or an approved volunteer position, which is 20 more hours than the Federal government just set.

Ms. Belanger asked if Ms. Gilman's notes could be added to the packet.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Belanger moved to rescind an abatement from June 30, 2025 for 110/2/105 in the amount of \$133.38. Ms. Gilman seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an abatement for 110/2/105 in the amount of \$114.87 for tax year 2023. Ms. Gilman seconded. The motion passed 5-0.

b. Interest Waiver Request

Mr. Papakonstantis said an individual used a checking account that was no longer active and incurred a fee of \$30. The request is to waive the \$30 fee.

MOTION: Ms. Belanger moved to waive the \$30 fee assessed for insufficient funds for account number 2128164-0. Mr. Chartrand seconded. The motion passed 5-0.

c. Town Manager's Report - Assistant Town Manager Melissa Roy

- i. Many staff and residents are on vacation in July.
- ii. We're working with the Finance office on the CIP and budget process. We'll meet with DPW tomorrow to review their CIP requests.
- iii. We met with Kathy in Planning on their deadlines for the CIP
- iv. We're working with the Building and Planning Dept for coverage options while the Planning Director is on leave for a few months.
- v. We're working with the DPW and Legal for the groundwater easement language. This will come to the Board for approval.

- 177 vi. We met with Steve Jones from Pairpoint Park to discuss fundraising and
178 CIP.
- 179 vii. We worked with the union and an employee on a workers' comp issue.
- 180 viii. The Town manager worked with Ms. Gilman to write letters to the State
- 181 ix. We're moving forward on the Police Station/Fire substation. We're hoping
182 to have an update at the next Select Board meeting.
- 183 x. 10 Hampton Road is on schedule to finish by the end of August.
- 184 xi. The weekly Ops meetings have been changed from Friday AM to
185 Wednesday AM. They've been a great way to keep everyone involved.
- 186
- 187 d. Select Board Committee Reports
- 188 i. Ms. Gilman attended an Energy Committee meeting. In addition to a
189 discussion of CPCNH, we discussed events; we may do another round of
190 "window dressers." We're looking to have another nonprofit do the labor.
191 We're looking for people to apply for the "Jack Frost Fund" grant for
192 manufactured housing through the Natural Resources Planner. There
193 was a door hanger about the program, but some people thought it was a
194 scam. The grant money has to be spent by the end of the year. She met
195 with the 250th Committee, which has filled out the week around 4th of
196 July. We will be looking for coordinators so the committee doesn't have to
197 be at every event. We're planning some budget numbers. There will be at
198 least one event every month in 2026. The committee accepts donations
199 and will be selling items as a fundraiser.
- 200 ii. Ms. Belanger attended a Planning Board meeting, where they heard an
201 application for 97 Portsmouth Ave, a multi-use building with 14 residential
202 units. It was tabled to August 28, with a sitewalk on August 13th. The
203 Planning Board will have no meeting on July 24. There is a CIP meeting
204 on August 14.
- 205 iii. Ms. Cowan had no report.
- 206 iv. Mr. Chartrand attended the Sustainability Advisory Committee and
207 Conservation Commission. Sustainability is running another styrofoam
208 collection drive this weekend at the DPW. He asked Ms. Roy to let Steve
209 Jordan at the Transfer Station know it's going on.
- 210 v. Mr. Papakonstantis attended the Independence Festival; he added that
211 he is on the Board of Governors. At the Festival he welcomed folks on
212 behalf of the Select Board and introduced Senator Hassan as well as Ms.
213 Gilman's husband who read the Declaration of Independence. He
214 thanked Police and Fire, Public Works, Parks and Rec, and Pam McElroy
215 who worked with the museum on permitting.
- 216
- 217 e. Correspondence
- 218 i. A letter from Eversource about service
- 219 ii. A notice from Xfinity on channel changes
- 220 iii. A notice on the CPCNH rates

221 iv. A newsletter from NH Recycles, specifically on the lithium ion battery
222 disposal ban
223 v. The NHMA Legislative Bulletin
224
225 9. Review Board Calendar
226 a. The next meetings are July 28, August 11, August 18, Tuesday September 2,
227 September 15, and September 29. The BRC kick off is July 23. Mr.
228 Papakonstantis said he will be attending the Town of Kensington Public Hearing
229 instead.
230
231 10. Non-Public Session
232 **MOTION:** Ms. Belanger moved to enter into non-public session under RSA 91-A3II(I). Ms.
233 Gilman seconded. In a roll call vote, the motion passed 5-0, and the meeting entered non-public
234 at 8:20 PM. At 9:02 PM Ms. Belanger moved to exit non-public session. Ms. Gilman seconded.
235 The motion passed 5-0. Mr. Chartrand moved to seal the minutes until the situation is resolved.
236 Ms. Belanger seconded. The motion passed 5-0.
237
238
239 11. Adjournment
240 **MOTION:** Ms. Belanger moved to adjourn. Ms. Cowan seconded. The motion passed 5-0 and
241 the meeting adjourned at 9:03 PM.
242
243
244 Respectfully Submitted,
245 Joanna Bartell
246 Recording Secretary

Appointments/Resignations



Pam McElroy <pmcelroy@exeternh.gov>

Fwd: Elevation of Maisie Sanderson from Alternate to Full, Voting Member of PP Committee

2 messages

Niko Papakonstantis <npapakonstantis@exeternh.gov>

Fri, Jul 25, 2025 at 3:02 PM

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

For the packet....thanks!!!

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

From: **Steven Jones** <stevenclarkjones@gmail.com>

Date: Fri, Jul 25, 2025 at 10:05 AM

Subject: Elevation of Maisie Sanderson from Alternate to Full, Voting Member of PP Committee

To: Niko Papakonstantis <npapakonstantis@exeternh.gov>

Niko,

It is my pleasure to request that the Select Board elevate Maisie Sanderson from Alternate on the Pairpoint Park Stakeholders Advisory Committee to Full, Voting member. She's great!

Thanks,
Steve

Pam McElroy <pmcelroy@exeternh.gov>

Fri, Jul 25, 2025 at 3:05 PM

To: Niko Papakonstantis <npapakonstantis@exeternh.gov>

Cc: Melissa Roy <mroy@exeternh.gov>

Thank you. Received.

[Quoted text hidden]

--

Pam McElroy

Town of Exeter

Senior Executive Assistant, Town Manager's Office

603-773-6102

Discussion/Action Items

Police Station/Fire Sub-Station Update

2nd Reading - Ordinance 802.3(j) & 802.4(c-6)

**EXETER TOWN ORDINANCES AMENDMENT
CHAPTER EIGHT**

**Chapter Eight of the Town of Exeter Town Ordinances, Ordinance to
Regulate Vendors, Hawkers, Peddlers, Solicitors, and other Itinerant
Vendors, and Door-to-Door Solicitations and Canvassing**

Change:

802.3(j) “NH RSA 321:19 to NH RSA 31:102-a”

Change:

802.4(c-6) “NH RSA 321:19 to NH RSA 31:102-b”

Signed this _____ day of _____, 2025
Exeter Select Board

Niko Papakonstantis, Chair

Molly Cowan, Vice-Chair

Nancy Belanger, Clerk

Julie D. Gilman

Daniel Chartrand

802 Ordinance to Regulate Vendors, Hawkers, Peddlers, Solicitors, and other Itinerant Vendors, and Door-to-Door Solicitations and Canvassing, and Mobile Vending**802.1 Requirement**

No person, partnership, corporation, or other entity, whether maintaining permanent location in the Town of Exeter or not, may sell, barter, purchase, or otherwise carry on commerce in goods or services within the Town of Exeter, or attempt to do so, through door-to-door solicitations, or on the streets, sidewalks, or other property of the Town without first applying for and receiving a permit to do so from the Town of Exeter.

802.2 Exemptions

No permit is required under this ordinance for the following:

- a. The solicitation of signatures for political purposes.
- b. Any public event sponsored by a non-profit organization, provided that any concessions or sales must be directly connected to the event and must be included in the public assemblage permit approved for the event under Town Ordinance 807. A list of vendors must be provided to the Town Office before the event.
- c. Any event taking place in Town recreation areas and is part of a Town-sponsored event or has the express written permission of the Select Board or designee.
- d. Any event taking place on land owned or controlled by the public school system and has the express written permission of the School Board or Principal of the school in question.

802.3 Procedure for Obtaining Permit

Persons or entities subject to this Ordinance shall apply during normal business hours (8:00AM-4:30PM at the Town Office) to the Office of the Select Board or designee for a permit, utilizing the application form prescribed. If vending food, the applicant must first obtain all applicable licenses from the Exeter Health Department located at the Exeter Fire Department.

The application for the permit shall include, but is not limited to, the following information:

- a. the name of the person applying and the name of the entity, if different, for whom the application is made;
- b. the local address of the person applying, the permanent address of the person applying, and of the entity, if different, from the person making the application;
- c. the local and permanent telephone of said person and/or entity;
- d. the date of birth and social security number of all persons to be involved and taxpayer's identification number of the entity;
- e. vehicle information, including the license plate number, state of issue, and physical description of all vehicles involved;
- f. the nature of the goods or services involved;
- g. the method of solicitation to be used and copies of any proposed contracts, agreements, promotional materials, or other materials designed to be used in solicitation.
- h. the dates upon which solicitations, canvassing, or vending are to occur and the location and times on each of those dates.
- i. the names of Town parking lots, commons, or parks at which vending is proposed to occur.
- j. information required to be supplied under NH RSA 324:19 31:102-a as to the advertising, representing or holding forth of any sale as an insurance, bankrupt, insolvent, assignee's, trustee's, testator's, executor's, administrator's, receiver's, wholesale, manufacturer's or closing-out sale, or as a sale of goods damaged by fire, smoke, water or otherwise, or in any similar form, the following information is required to be supplied under NH RSA 324:19 31:102-a all the facts relating thereto, the reason for and the character of such sale, including a statement of the names of the persons from whom the goods were obtained, the date of their delivery to the applicant, the place from which they were last taken and all the details necessary to locate and identify them.
- k. a non-refundable Vendors, Hawkers, Peddlers, Solicitors, and other Itinerant Vendors and Door-to-Door Solicitations and Canvassing Permit Fee of twenty-five (\$25) dollars per day, one hundred (\$100) dollars per week, or two hundred fifty (\$250) dollars per year or any part thereof, payable at the time of

application;

OR

- l. a non-refundable Mobile Vendor Town House Common Permit Fee of \$1,200.00 per calendar year (or prorated monthly), payable at the time of application.**

OR

- m. a non-refundable Mobile Vending outside of WC & C1 Downtown Districts Permit Fee of twenty-five (\$25) dollars per day, one hundred (\$100) dollars per week, or two hundred fifty (\$250) per year or any part thereof, payable at the time of application.**

802.4 Official Action on the Permit

- A. Before granting any permit under this chapter, the Select Board of the Town of Exeter, or designee shall:**
 - 1. determine whether the applicant has submitted a complete and accurate application;**
 - 2. determine whether the applicant has met all requirements and purposes of this chapter;**
 - 3. forward application and information to the required Town Departments for review.**
- B. After the application for a permit has been reviewed by the Select Board or designee and the required Town Departments, the permit will be approved or disapproved. The decision to approve or disapprove will be based on the findings of the Select Board or designee. A decision shall be made no later than five (5) working days after receipt of application. If the permit is denied, the Select Board or designee shall provide reasons for the denial to the applicant.**
- C. Reasons for denial may include but are not limited to any one of the following:**
 - 1. conviction of any offense which would warrant such denial;**
 - 2. evidence that the permittee has accepted or solicited money, otherwise than through a bonafide sale or barter of goods, wares, or merchandise, or has in any manner solicited same from the public;**
 - 3. evidence of any falsification of information on the application;**
 - 4. evidence that the permittee is insane, a sexual psychopath, is or has been**

guilty of assault upon others or whose conduct has been otherwise disorderly and is of such violent or offensive demeanor that to grant such permit would constitute a threat to the peace or safety of the public;

5. the permittee is at large pending appeal from a conviction for a violation of the law involving extreme moral turpitude; or
6. failure to supply the information required under NH RSA 321:19 31:102-b
7. any negative past experience with the organization's or individual's conducting of activities either in the Town of Exeter or elsewhere, that would require a permit under this ordinance.

802.5 Revocation of Permit

- A. Upon receipt of any complaint concerning nuisance, hazard, annoyance, or disorderly conduct concerning any section of this Chapter, any or all solicitors may be asked to stop solicitation.
- B. The Town of Exeter may amend or revoke a permit if any of the following occur:
 1. The existence of any of the reasons for denial listed above in 802.4C.
 2. Failure to supply the identification required under 802.8 below.
 3. The occurrence of any prohibited conduct as set forth below under 802.9

802.6 Appeal Process

A person may appeal to the Select Board from the denial, revocation or amendment of a permit by filing a written notice within five (5) working days of denial, revocation or amendment of the permit. The Select Board may affirm or reverse the decision, or attach such additional conditions to the permit as will, in their best judgment, protect the health and safety of the public and the persons required to apply for the permit.

802.7 Notification of Police

Upon the issuance of a permit to any person, firm, corporation, or other entity, the Select Board or designee shall notify the Police Department of the same.

802.8 Identification Required

Any person, firm, corporation, or other entity granted such a permit shall upon demand show suitable identification to any person demanding same and shall

at each solicitation or inquiry identify the entity benefiting from the funds received.

802.9 Prohibited Conduct Under a Permit

A. No door-to-door solicitation or canvassing regulated under this chapter is to occur before 9 AM or after 9PM on any given date.

B. Sidewalk Vendors: A vendor selling on the sidewalk shall not:

- 1. Vend at any location where the unobstructed sidewalk area after deducting the area occupied by the stand is less than three (3) feet in width;**
- 2. Vend within thirty (30) feet of any driveway entrance to a police or fire station, or within ten (10) feet of any other driveway;**
- 3. Allow the stand or any other item relating to the operation of the vending business to lean against or hang from any building or other structure lawfully placed on public property, without the building or structure owner's written permission.**

C. Motor Vehicle Vendors:

- 1. Mobile vendors shall not conduct their mobile vending business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create or become a public nuisance, increase traffic congestion or delay, or constitute a hazard to traffic, life or property, or an obstruction to adequate access to Fire, Police or Town/State vehicles;**
- 2. A vendor selling from a mobile vending unit shall not stop, stand, or park their mobile vending unit upon any public location, public parking space or public street for the purpose of selling under any circumstances, except through the acquisition of a Mobile Vending Permit and/or by the parking ordinances of the Town unless specifically authorized to do so by the Select Board or designee;**
- 3. Mobile vendor is responsible for removal of their own trash.**
- 4. Mobile vending units approved signage and garbage receptacles must be removed daily.**
- 5. Dumping of grease, oil or greywater is strictly prohibited.**

6. Mobile Vending Permits must be applied for at least two (2) weeks prior to the approved start of business at the permitted location. Blackout dates may apply due to special event scheduling.

Additional Specifications Related to Town House Common Mobile Vending

7. Unless otherwise approved by the Select Board or designee, mobile vending will be limited to six (6) designated spaces in the public parking lot abutting Town House Common. Parking on greenspace is prohibited;
8. Unless otherwise approved by the Select Board or designee, mobile vending in the Town House Common public parking lot will be allowed year-round January 1 through December 31 of the calendar year specified on the approved permit, Sunday through Tuesday from 7:00 AM to 9:00 PM, Wednesday from 7:00 AM to 4:00 PM, Thursday through Saturday from 7:00 AM to 9:00 PM.
9. Signage will identify designated spaces as reserved for mobile vendors, and will refer potential automobile parking patrons to a website page for access to the schedule of reserved mobile vending dates and times. Violators will be towed at the owner's expense.

802.10 Penalty

Any person, partnership, corporation, or other entity that conducts activities that require a permit under this chapter without a valid permit shall be guilty of a violation punishable by a fine or not more than \$200.00 for each violation.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31

POWERS AND DUTIES OF TOWNS

Miscellaneous

Section 31:102-a

31:102-a Hawkers, Peddlers and Vendors. –

The governing board of a city, town or village district may adopt, by ordinance or regulation, provisions for the licensure and regulation of itinerant vendors, hawkers, peddlers, traders, farmers, merchants, or other persons who sell, offer to sell, or take orders for merchandise from temporary or transient sales locations within a town or who go from town to town or place to place within a town for such purposes. Any person who violates any provision of such ordinance or regulation shall be guilty of a class B misdemeanor, and each continuing day of violation after notice shall constitute a separate offense. A city, town, or village district shall be specifically prohibited, however, from licensing or regulating a candidate for public office in the process of obtaining signatures on nomination papers, who seeks to have the candidate's name placed on the ballot for the state general election by submitting nomination papers under RSA 655:40. Persons who are under the age of 14 who are selling soft drinks on family owned or leased property shall be exempt from city, town, or village district licensing requirements. Provisions adopted under this section shall be in addition to any requirements imposed by the state under either RSA 320 or RSA 321 and may include, but shall not be limited to:

- I. Classification of licensees consistent with constitutional requirements of equal protection;
- II. Imposition of reasonable requirements, including fees, for the issuance of a license;
- III. Restrictions as to the areas of the municipality open to licensees and the hours and days of their operation; and
- IV. Other reasonable conditions and terms deemed necessary for public convenience and safety as the governing board determines.

Source. 1973, 558:9. 1981, 515:1. 1993, 164:1, eff. July 23, 1993. 2001, 274:2, eff. Jan. 1, 2002. 2010, 298:1, eff. Sept. 11, 2010. 2021, 166:1, eff. Sept. 28, 2021.

TITLE XXX

OCCUPATIONS AND PROFESSIONS

Chapter 320

HAWKERS AND PEDDLERS

Chapter 320 Repealed – Entire Chapter was repealed

[Repealed by 2023, 79:299, eff. Sept. 1, 2023.]

TITLE XXX

OCCUPATIONS AND PROFESSIONS

Chapter 321

ITINERANT VENDORS

Chapter 321 Repealed – Entire Chapter was repealed

[Repealed by 2023, 79:300, eff. Sept. 1, 2023.]

TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31 POWERS AND DUTIES OF TOWNS

Miscellaneous

Section 31:102-b

31:102-b Background Checks for Certain Vendors. –

I. Any municipality may require persons who go from door to door, place to place within a town, or town to town, who sell, offer to sell, or take orders for merchandise or offer to perform personal services for household repairs or improvements, to submit to a state records check only, or both a federal and state records check. Municipalities that require a public criminal history record information check shall have such person submit to the municipality a public criminal history record information authorization form, as provided by the division of state police, which authorizes the release of the person's public criminal history record information, if any. To obtain a federal records check, such person shall submit to the municipality a criminal history record authorization form, as provided by the division of state police, which authorizes the release of the person's criminal history record information, if any, and a complete set of fingerprints.

[Paragraph II effective until June 30, 2025; see also paragraph II set out below.]

II. For a state and federal criminal records check, the municipality shall request that such person submit with the release form a complete set of fingerprints taken by a qualified law enforcement agency or an authorized employee of the department of safety. The municipality shall submit the criminal history records release form and inked fingerprint card to the division of state police which shall conduct a criminal records check through its records and through the Federal Bureau of Investigation. Fingerprints taken digitally by Live Scan or similar device shall be transmitted directly to the New Hampshire division of state police. In the event that the first set of fingerprints is invalid due to insufficient pattern, the municipality may, in lieu of the criminal history records check, accept police clearances from every city, town, or county where the person has lived during the past 10 years. Upon completion of the records check, the division of state police shall release copies of the criminal history records to the local law enforcement agency of the municipality which shall maintain the confidentiality of all criminal history records information received pursuant to this section. The municipality may charge a fee to recover the costs of such investigation.

[Paragraph II effective June 30, 2025; see also paragraph II set out above.]

II. For a state and federal criminal records check, the municipality shall request that such person submit with the release form a complete set of fingerprints taken by a qualified law enforcement agency, an authorized employee of the department of safety, or an authorized employee of the municipality, approved by the commissioner of the department of safety. The municipality shall submit the criminal history records release form and inked fingerprint card to the division of state police which shall conduct a criminal records check through its records and through the Federal Bureau of Investigation. Fingerprints taken digitally by Live Scan or similar device shall be transmitted directly to the New Hampshire division of state police. In the event that the first set of fingerprints is invalid due to insufficient pattern, the municipality may, in lieu of the criminal history records check, accept

police clearances from every city, town, or county where the person has lived during the past 10 years. Upon completion of the records check, the division of state police shall release copies of the criminal history records to the local law enforcement agency of the municipality which shall maintain the confidentiality of all criminal history records information received pursuant to this section. The municipality may charge a fee to recover the costs of such investigation.

III. To obtain a state records check only, the municipality shall submit a state criminal history records release form, completed by such person, to the division of state police.

IV. Such person shall also include the location of all municipalities in which such person seeks to transact business. Such municipalities, in accordance with their licensing requirements, shall have access to the results of the criminal history records check and the New Hampshire division of state police shall release copies of the criminal history records to such municipalities. Such person shall be responsible for any additional fees for any administrative costs incurred by the New Hampshire division of state police under this section.

Source. 2010, 298:2, eff. Sept. 11, 2010. 2018, 318:4, eff. Aug. 24, 2018. 2019, 297:3, eff. July 1, 2019. 2024, 366:5, eff. June 30, 2025.

Tax Abatements, Veteran's Credits & Exemptions

Permits & Approvals

Pickpocket Dam Removal Engineering Design Phase 1



EXETER PUBLIC WORKS DEPARTMENT

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www.exeternh.gov

MEMO

DATE: July 24, 2025

TO: Exeter Select Board
Russell Dean, Town Manager

FROM: Paul Vlasich, P.E., Engineer

RE: Pickpocket Dam Removal – Engineering Design Services – Phase 1

After a lengthy study of potential options to bring Pickpocket Dam into regulatory compliance, the Select Board voted on June 24, 2024 to remove the Pickpocket Dam. The Town approved the 2025 Warrant Article for the Pickpocket Dam Removal in the amount of \$2,100,000. The Town was also awarded \$300,000 in funding through the Great Bay 2030 Initiative for this project.

VHB has been the consultant analyzing Pickpocket Dam throughout this project. They started with the earlier breach analysis, as required by a Letter of Deficiency, and continued through the Feasibility Study and grant applications. VHB was also the consultant through the various stages of the Great Dam Removal Project beginning with the Great Dam Removal Feasibility Study.

The Department is requesting the award of the Pickpocket Dam Removal – Phase 1 Design Services to VHB in the amount of \$300,000. The Great Bay 2030 funds will be utilized for this work.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
AND
THE TOWN OF EXETER, NEW HAMPSHIRE**

**PICKPOCKET DAM REMOVAL
VHB PROPOSAL NO. 87785.24**

**ORIGINAL: JULY 1, 2025
REVISED: JULY 24, 2025**

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the Town of Exeter, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB).

Part I

PROJECT DESCRIPTION

The Pickpocket Dam (Dam #029.07) is located on the Exeter River on the boundary between the towns of Exeter and Brentwood in New Hampshire. This 'run-of-river' dam is solely owned by the Town of Exeter. The first recorded structure at Pickpocket Falls dates to 1652, the current dam was built in 1920, and a Denil style fish ladder was constructed by NH Fish and Game in 1968.

The Pickpocket Dam was reclassified as a "High-Hazard" structure by NHDES following a breach analysis that identified potential impacts to residential properties and public infrastructure. The dam does not meet the current safety standards associated with a "High-Hazard" dam, prompting a Letter of Deficiency and a requirement for the Town of Exeter to address the deficiencies. In response, the Town completed a Feasibility Study to evaluate both dam modification and removal alternatives to address the deficiencies.

A Feasibility Study was completed in April 2024 to evaluate various alternatives to modify or remove the dam to bring the dam into compliance. The Exeter Select Board voted to remove the dam in July 2024.

The goal of the project is to remove the Pickpocket Dam and associated appurtenances to restore natural river flow and aquatic habitat, and to bring the site into compliance with current NHDES dam safety standards. The work will include dam removal, bank stabilization, ecological restoration of the river corridor, and analysis and design of a cartop watercraft launch area and formal parking area. The analysis of the launch location will be limited to the Town of Exeter properties adjacent to the dam. We have developed the following scope of work to progress the design and permitting of the project. To align with funding availability the project is divided into two phases. Phase 1 includes tasks that can be completed using the \$300,000 awarded through the Great Bay 2030 grant. Phase 2 outlines the remaining work, which will be completed under a separate contract once additional funding is secured.



To complete all required tasks, VHB is continuing with the same project team from the Feasibility Study. The subconsultant team includes Pare Corporation, providing geotechnical and structural dam safety services, and Independent Archaeological Consulting, conducting the Phase IB archaeological investigation in support of the project's Cultural Resources components.

A-1. SCOPE OF WORK – PHASE 1

TASK 1. FINAL SURVEYS AND PRE-DESIGN COORDINATION

Task 1.1 Supplemental Topographic Survey

Additional topographic survey is required for the design development of the new drive approach and recreational access parking lot. In addition, topographic survey is required along the top of bank of the restoration area. Topographic survey will be completed for the entirety of both Town-owned parcels adjacent to the dam.

Task 1.2 Wetland Delineation & Functional Evaluation

VHB will complete a wetland delineation within the project limits beginning at the Cross Road Bridge and extending approximately 200-300 ft upstream of the dam, approximately 50 feet landward of the top of bank on either side (contingent upon client receipt of property owner access permissions), and the entirety of the adjacent Town-owned parcels on either side of the dam. The delineation will be conducted using the technical criteria contained in the *Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0* (January 2012). A VHB NH Certified Wetland Scientist ("NH CWS") will oversee delineations. The top of bank of streams and surface waters will be delineated in accordance with the definition in NH Administrative Rule Env-Wt 102.15. For smaller tributaries less than eight feet in width, only channel centerline will be located. Wetlands and surface waters will be classified using the USFWS *Methodology Classification of Wetlands and Deepwater Habitats of the United States* (Cowardin et al. 1979, revised 1985) at a scale of approximately one to two acres. Cover typing will be based on interpretation of aerial photography with field verification. VHB will note unusual features such as uncommon wetland types such as potential vernal pools or disturbed areas. VHB will flag wetland boundaries in the immediate vicinity of the dam and the wetland flags will be located by survey; boundaries outside of the dam site will be located using sub-meter GPS equipment and it is understood that flagging will not be placed on private property. A brief narrative report will be developed to document the delineation. For budgetary purposes, VHB assumes that up to 200 wetland flags will be required to fully delineate the wetlands/top of bank within the project area.

Functional assessments of all identified and delineated jurisdictional resources (i.e., Exeter River, bordering wetlands, etc.) will be performed by a NH CWS in accordance with the *Highway Methodology Workbook Supplement* (US Army Corps of Engineers, 1999).



Task 1.3 – Geotechnical Investigation

Pare Corporation will coordinate the completion of a subsurface exploration program to consist of a single boring on the property located off Stoney Water Lane to explore potential geotechnical concerns expressed by the landowners during the Feasibility Study. The Town of Exeter will obtain right-of-entry from the landowner. The boring is anticipated to be on the order of 80 feet deep and advanced to refusal on bedrock or the design depth, whichever is shallower. Should shallow rock be encountered, 15 feet of rock core will be completed to determine quality of the bedrock.

Pare will develop a stability model of the reservoir slope near Stoney Water Lane to support evaluating the impacts that lowering the groundwater has upon the global stability of the slope. The analysis will be completed for both rapid and gradual drawdown cases to assess impacts of the rate of impoundment draining upon stability of the slope. Pare will also consider potential scour of the toe of the slope to determine need and extent of required bank stabilization along the river bank post dam removal.

The findings will be presented in a design basis report which will be included in the overall design basis report prepared for the project. If required based upon the findings of the stability analysis, Pare will design a slope stability mitigation program to address induced stability concerns of the impoundment slope at Stoney Water Lane.

TASK 2. ENGINEERING DESIGN

The anticipated design will include removal of the Pickpocket Dam, fish ladder, low level outlet and training weir and reconfiguration of the river channel to ensure long term stability and fish passage. The design is also anticipated to include an improved parking area and recreation river access. VHB will develop a basis of design memorandum, design plans, quantities and construction cost estimate, and technical specifications for the removal of Pickpocket Dam. We assume that the design and associated plans will be developed over the course of up to four (4) submittals: 30% Design, 60% Design (Permitting), 90% Design (Final), and 100% Design (Construction). With the 30% and 60% design plans occurring in Phase 1 of the project. Plans will be completed in AutoCAD and would be developed at 22-inch by 34-inch format (i.e., ANSI D Sheet).

Task 2.1 - 30% Design Plans

VHB will prepare preliminary plans and supporting calculations/modeling analysis for CLIENT review of the preliminary design. This submittal will include the following:

Modeling: Based on evaluation of existing hydrologic analysis from the Feasibility Study, VHB will develop revised fish passage, bankfull, extreme flood event, and construction water management design flows. VHB will revise and update the existing HEC-RAS model to incorporate the updated hydrology and supplemental topographic and bathymetric data from the above survey. Concurrently with development of the design plans, VHB will create a proposed conditions HEC-RAS model to match the proposed design to refine estimates on shear stresses and velocities.

Plans: VHB will prepare 30% design plans, which include the following estimate of plan sheets:

1. **Cover Sheet.**
2. **General Notes.**
3. **Existing Conditions Plan.** Updates will be made to the existing conditions plan developed during the feasibility phase to incorporate the wetland delineation and additional topographic survey completed under Task 1. The property boundaries for the entire town-owned parcels and abutters will be included in the plan.
4. **Layout and Grading Plan.** The plans are intended to show the proposed river plan, profile, and dimension/cross sectional shape.
5. **Recreation Parking Area and Access.** The plans will also show the preliminary layout of the improved parking area and recreational river access. It is assumed that the parking area will include a new drive approach and approximately three parking spaces. Access locations will be evaluated during the 30% design phase and discussed with the Client prior to finalizing the 30% design plans, so it can be incorporated into the design.
6. **Opinion of Probable Construction Cost.** This opinion will identify the anticipated total costs of construction based on the 30% design.

The 30% submittal assumes addressing one round of comments from the Town of Exeter.

Task 2.2 - 60% Design (Permitting) Plans and Report:

Once receiving feedback from the CLIENT on the 30% plans, VHB will prepare plans to support the permitting applications. This submittal will include the following:

Modeling: VHB will continue to refine the project HEC-RAS model to address comments and changes to the design.

Site Work: VHB will conduct a 1 day sediment probing investigation to evaluate the presence of bedrock at the proposed design elevations.

Plans: VHB will prepare 60% design/permitting plans, expected to consist of twelve to fifteen sheets, which include the following estimate of plan sheets:

1. **Cover Sheet.**
2. **General Notes.**
3. **Existing Conditions Plan.**
4. **Demolition Plan.** This plan will identify structures and features to be removed/demolished as well as those that will be preserved in place.
5. **River Channel Grading Plan.** This plan will show existing and proposed elevations of the streambed. The plans are intended to show the proposed river plan, profile, and dimension/cross sectional shape. The plan will also include:
 - **Channel Profile** to identify the alignment and vertical profile of the proposed reconstructed stream thalweg through the project area.
 - **Channel Form** to identify the channel dimensions, pattern and profile in accordance with the bankfull discharge, stream type, and project site constraints.

- **Habitat Measures** to incorporate design features intended to ensure long term stability, upstream fish passage and enhance habitat.
 - **Stabilization Measures** will identify bank stabilization techniques based on shear stress and/or velocity criteria will be utilized to facilitate the selection of bank stabilization techniques, in the vicinity of the dam removal, and along the banks upstream of the dam. Stabilization techniques may include soil bioengineering measures such as live stakes, dormant cuttings, coir rolls with rooted plugs, fascines, and brush mattresses, as deemed appropriate. Species selection will be based upon establishing a native plant community while achieving project objectives for maintenance and ecosystem establishment.
6. **Recreation Parking Area and Access.** This plan is intended to show the design detail for the proposed parking lot and river access, including the site layout, grading, drainage, and stormwater treatment.
 7. **Jurisdictional Impacts Plan.** The impacts plan will identify areas within NHDES and Army Corps jurisdiction that will be impacted by the removal/restoration, including the limits of ordinary high water and top of bank. The plans will be developed and depicted in a way such that the final plans will be appropriate for incorporation into permit applications (see Task 3 below).
 8. **Planting/Restoration Plan.** This plan will show proposed plantings in the project area, including plantings needed to restore upland which will be temporarily disturbed by activities associated with the dam removal and river restoration. VHB will develop plan components (plan view and notes) to outline required restoration, including upland erosion control and plantings. More specific plantings will be identified in the 90% plan submittal.
 9. **Staging and Construction Sequence Plan.** This plan will identify access/egress to the dam, stream channel work area, and temporary stockpile areas; and outline the sequence of work in the stream including timing and river diversion. These elements will be designed to the degree needed to ensure that construction happens without undue temporary/permanent impacts, while allowing the contractor as much flexibility as possible to complete work at the lowest possible cost. Temporary fill/dewatering/stream diversion may be required to complete the proposed removal and restoration/stabilization, and these measures will be included in the project plans as needed. This plan will provide information on construction phase sediment management measures such as the timing and method of drawdown, vegetation of exposed streambed and banks (including invasive species control methods if applicable), and installation of a sediment curtain or other measures that would be employed to control sediment migration. A separate view, showing the pertaining information, will be prepared for each construction phase.
 10. **Details.** This sheet(s) will include information on items such as turbidity/erosion control structures, cross-vane and habitat features, planting details, etc.
 11. **Opinion of Probable Construction Cost.** This opinion will identify the anticipated total costs of construction based on the 60% design.

The 60% submittal assumes addressing one round of comments from the Town of Exeter.

TASK 3. ENVIRONMENTAL ANALYSIS & PERMITTING

Task 3.1 – Rare Species Coordination

State-Listed Species



VHB conducted a preliminary rare species screening during the preparation of the Feasibility Study using the NH Natural Heritage Bureau (NHB) DataCheck Tool (NHB23-3590) to identify the potential presence of exemplary natural communities and rare, threatened, or endangered flora and fauna within the vicinity of the project area. The assessment under the Feasibility Study has lapsed and will need to be reinitiated under this task. It is anticipated that the following resources will be identified: red maple floodplain forest, swamp white oak basin swamp, bridle shiner, and spotted turtle. Consultation with the NH NHB for the natural communities and NH Fish and Game Department (NHF&G) for the fauna in accordance with their *Fis 1004* Rules is anticipated to result in conservation measures to ensure that the proposed work will not adversely impact the identified species. This work may include up to two days of field work to attempt to locate these natural communities and species within or adjacent to the impoundment. Specific plant rescue plans (if requested by NHB) are not included at this time.

Federally-Listed Species

VHB conducted a preliminary rare species screening during the preparation of the Feasibility Study using the US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) System (Project Code: 2024-0026515). The assessment under the Feasibility Study has lapsed and will need to be reinitiated under this task. It is anticipated that the potential presence of federally-listed species will be identified within the vicinity of the project area and VHB will coordinate with the USFWS and lead federal agency to minimize or eliminate impacts. Rare species coordination may include consultation regarding the potential effects on the endangered northern long-eared bat, proposed endangered tricolored bat, and proposed threatened monarch butterfly. VHB will document these consultations by completing the applicable online determination keys, as applicable. Based on the suburban/residential character of the project area and the expectation that the project would not require extensive clearing, it is anticipated that the bat consultations would result in a finding of Not Likely to Adversely Affect. Assuming that the lead federal agency concurs with the determination, VHB would document this finding via the USFWS IPaC system. The current proposed listing status of the tricolored bat and monarch butterfly do not provide protection under the Endangered Species Act (ESA); however, a final listing decision from the USFWS for each species is expected in 2025. Therefore, if these species are listed prior to project construction, consultation will need to be completed to ensure compliance with the ESA. Also see Task 3.1 below for further description of rare species coordination for state-listed species.

TASK 4 – CULTURAL RESOURCES

Task 4.1 – Phase IB Archeological Survey

IAC provided a Phase IA Archaeological report during the feasibility phase. A Phase IB archeological survey is recommended for further assessment work. IAC will conduct Phase IB survey tasks on the north and south banks of the Exeter River from Cross Road to approximately 400 feet upstream of the Pickpocket Dam. The Phase IA Archaeological report identified two archaeologically sensitive areas that are sensitive for Pre-Contact Native American cultural deposits. The walkover survey confirmed the survey area encompasses multiple Post-Contact Euro-American resources as well.

The scope of work for the Phase IB archaeological investigation at the Pickpocket Dam site includes subsurface testing to identify any potentially significant archaeological resources that could be affected by the dam removal project. This involves excavating up to 235 shovel test pits and six test units across



the project area, with lab analysis, reporting, and artifact curation performed in accordance with New Hampshire Division of Historical Resources standards. The investigation supports regulatory compliance under Section 106 of the National Historic Preservation Act and helps determine whether further archaeological work is needed prior to construction.

TASK 5. PUBLIC ENGAGEMENT

Below is a list of anticipated public engagement events to be completed under Phase 1. VHB will prepare for and facilitate each event, but it is assumed that the Town of Exeter will assist in securing event locations, notifying the community and providing project updates on the Town's website. It is anticipated that each meeting will be attended by three VHB staff members and will have a duration of approximately 2 hours.

- 30% Design Phase: It is anticipated that this meeting will occur around the time of the 30% design submittal prior to permitting submittals. The primary focus of the meeting will be to provide information on the permitting process.
- Site Walk: The community will be invited to a site walk to help provide a different perspective of the project. A site walk will be scheduled during the spring around the time of the 30% design submittal engagement opportunity.
- Abutters Meeting: An information meeting, inviting abutters only, will be organized to provide project updates and information.

TASK 6. PROJECT MANAGEMENT, MEETINGS, AND STAKEHOLDER ENGAGEMENT

VHB will provide regular communication and facilitate project coordination via meetings, phone calls and email. The following activities are anticipated:

- 2.5 hours of meetings, phone calls, emails and coordination with Client per month
- Project update at RAC meeting every 3 months
- General grant and agency coordination, assume up to four meetings with NHDHR, USACE, NHDES and their State and Federal Partners. In addition, VHB will complete semi-annual progress reports anticipated to be required by the granting agency.



A-2. SCOPE OF WORK – PHASE 2

The remaining work required to complete the design, permitting, and bidding phases of the project will be carried out under a separate contract. The anticipated scope of work for Phase 2, which will proceed once additional funding is secured, is outlined below.

TASK 7 ENVIRONMENTAL ANALYSIS & PERMITTING

Task 7.1 – Integrated Vegetation Management Plan

To minimize the threat of invasive species spread and to aid in the restoration and protection of native plant diversity, VHB will develop an Integrated Vegetation Management Plan (IVMP) to primarily manage the invasive species around the existing dam. The IVMP will outline a plan for mechanical, cultural, biological, and/or chemical methods over a 3- to 5-year period after dam removal and include some pre-dam removal actions. VHB will consult with the NH Department of Agriculture in developing and finalizing this plan.

Task 7.2 – NHDES Wetlands Permit Application

VHB shall develop a permit application according to RSA 482-A and the administrative rules pursuant to this statute. A single permit application would address all components of the project, i.e., dam removal, stream restoration, and stabilization. The permit application will include:

- Application Form (assume Standard Dredge and Fill)
- Project Narrative including brief Alternatives Analysis
- Project Mapping (i.e., USGS Location Map, FEMA Floodplains, NHF&G Wildlife Action Plan layers, etc.)
- Narrative or forms addressing the Project-Specific Review Criteria
- NH NHB and USFWS IPaC reviews for rare species and supporting correspondence – *See Task 3.1 above.*
- Color photos of impact areas, labeled and showing all impact areas
- Preliminary construction sequence, describing the sequence of construction including pre-construction through post construction activities and their relative timing and progression of work
- Abutter Information (i.e., list, annotated map, sample notification letter, and certified mail receipts)
- USACE Section 404 Checklist (“Appendix B”) – *See Task 3.4 below*
- NH Division of Historic Resources (NHDHR) Request for Project Review (RPR) – *See Task 4.1 below*
- Wetland Permitting Plans, including:
 - Existing Conditions Plan
 - Proposed Condition Plans (i.e., General Plan)
 - Impact Sheet, showing temporary and permanent impacts and Best Management Practices (BMPs)
- Erosion Control Plans, including:
 - Existing and Proposed Contours (2 ft intervals)
 - Existing contours shown with a lighter line weight



- Proposed contours shown with a heavier (bold) line weight
- Perimeter Controls - Showing the outermost limit of work (including temporary phasing work)

Since the goal of the project is to restore the existing river, and since it will have an overall environmental benefit, we assume that no wetland mitigation plan will be required as has been the case for several previous dam removal projects in NH. VHB assumes the permit application fee once determined will be paid directly by the Town of Exeter if it exceeds the \$400 minimum fee.

Task 7.3 – Clean Water Act, Section 404

It is expected that the Army Corps will authorize the project via the Statewide Programmatic General Permit, i.e., the removal and restoration will not require an individual permit. VHB will verify this expectation by conducting a pre-application meeting with the US Army Corps of Engineers (USACE) and NHDES early in the project schedule. (See Task 7.) VHB will prepare wetland project plans in the standard USACE format (8.5 in by 11 in or 11 in by 17 in) and would complete the USACE Section 404 Checklist ("Appendix B") document relative to indirect and cumulative impacts for submittal to the USACE within the NHDES Wetlands Permit Application detailed in Task 3.3 above.

Task 7.4 – NHDES Shoreland Protection Permit Application

The Exeter River is regulated under RSA 483-B, the Shoreland Water Quality Protection Act. Any new construction or construction that modifies the footprint, including tree clearing, of existing impervious surfaces or uses mechanized equipment to either excavate, remove, or form a cavity within the ground and filling any areas with rocks, soil, gravel, or sand within 250-feet from the Ordinary High Water Mark (also referred to as the Shoreland Reference Line) of the river would require a Shoreland Permit through the NHDES Shoreland Program. VHB will confirm the appropriate permit application type (PBN or standard application) prior to beginning work on this task. Assuming a standard application will be required, VHB will complete an application consisting of the following:

- Shoreland Permit Application Form signed by the Town;
- Shoreland Application Worksheet, calculating the impervious area within 250 feet of the reference line;
- Permit plans clearly and accurately depicting the work to be completed relative to the reference line;
- Stormwater management plan designed and certified by a professional engineer;
- A copy of the US Geological Survey map at a scale of 1:24,000 with the property and project located;
- A copy of the tax map or the Right-of-Way plan showing the location and lot number of the proposed project;
- Photographs of the area to be impacted;
- A copy of the NH NHB DataCheck Results Letter for the subject property indicating that the project has been screened for species of concern; and
- Shoreland Waiver Request Form, if the project requires waiver(s) of the minimum standards of RSA 483-B:9, in accordance with RSA 483-B:9,V(i).



VHB assumes that NHDES will waive the requirement to demonstrate that each waterfront buffer grid segment at least meets the minimum required tree and sapling point score, and therefore no waterfront buffer survey is included at this time. A draft application package will be provided to the Town for review and signature prior to finalization and submittal.

Task 7.5 – Brentwood Site Plan Review

The project is located within the Town of Brentwood and will trigger review under the Town of Brentwood Zoning and Land Use Ordinance due to the increase in impervious cover from the proposed parking lot. The project is anticipated to increase impervious cover by more than 5,000 square feet and will therefore be required to adhere to the Town of Brentwood Stormwater regulations. In addition, the project will also need to adhere to the Town of Brentwood's wetland, aquifer and shoreland protection regulations. A Site Plan Review application will need to be developed and submitted to the Town of Brentwood Planning Board. Associated application fees will be paid directly by the Town.

Task 7.6 – No-Rise Certification

For work within the FEMA regulatory floodway, VHB will prepare and submit a No-Rise Certification with supporting hydraulic analysis demonstrating that the project does not increase base flood elevations in compliance with 44 CFR 60.3. The Certification will be submitted to the Town of Exeter and Brentwood's Floodplain Administrator.

Task 7.7 – Permitting Follow On Services

Following permit application submissions to regulatory agencies, follow-up and coordination effort is typically required to respond to specific comments and concerns raised. Work under this task might include:

- Preparation of documents to respond to agency comments;
- Minor plan revisions/additions; or
- Attendance at site inspections by the state or federal agencies.

Because the scope of this effort is unknown, for budgeting purposes, we assume up to 48 hours will be required to complete the post-application coordination. If required due to an agency request not anticipated, reallocation or an adjustment to the original Scope of Services and fee may be necessary if the follow-up services exceed this initial allocation.

TASK 8 CULTURAL RESOURCES

Task 8.1 – Section 106 Consultation

Section 106 coordination for the dam removal commenced during the Feasibility Study phase with the preparation of an individual inventory form and a Phase IA report. The eligibility of the Pickpocket Dam had not been previously determined. The NHDHR DOE committee reviewed the dam on January 23, 2024 and has recommended the dam as eligible for the National Register under Criteria A and C. An individual inventory form was completed instead of a request for project review since the feasibility study was not yet tied to a specific federal agency. The Section 106 coordination will be re-initiated with a request for project review. VHB will assist in developing the Section 106 Determination of Effects and a Memorandum of Agreement (MOA) since we assume that the effect will be determined to be adverse.



This task would involve additional consultation with the Town, the lead federal agency, and NHDHR. Specifically, VHB would:

- Assist in completing separate Determination of Effects Tables, if needed, using the NHDHR format for the Oyster River Dam;
- Complete the Advisory Council on Historic Preservation (ACHP) adverse effects report for submission via e106. An initial draft of the report will be provided to the Town and the lead federal agency. One round of review is anticipated. The final draft will be provided to the Town and USACOE for electronic submission;
- Assist in identifying mitigation measures;
- Prepare draft and final versions of an MOA that will summarize the historic significance and Determinations of Effect, and which will stipulate appropriate measures to mitigate adverse effects to Pickpocket Dam and/or Exeter Historic District. An initial draft of the MOA will be provided to the Town and USACOE for review and revisions prior to supplying the document to the NHDHR for review. VHB will finalize the MOA following NHDHR review.

Task 8.2 – Cultural Resource Mitigation Measures Implementation

Given that the Section 106 consultation is likely to result in a finding of “Adverse Effects,” the MOA developed under Task 4.1 will stipulate a set of mitigation measures. These measures could include items such as the preparation of a NHDHR Historic Property Documentation report for the dam (including large format photography of the dam prior to and during its removal); an interpretive exhibit, archaeological monitoring, or other measures. Under this task, VHB will assist the Town and its partners define and implement the mitigation measures. For budgetary purposes, an allowance of up to 120 hours is included to assist with this effort. The final budget amount will depend on the scope of the mitigation measures, which cannot be defined prior to the execution of the MOA. If necessary, the scope of this effort exceeds this allowance, VHB will provide a written work scope and fee proposal at that time.

TASK 9. ENGINEERING DESIGN

Task 9.1 - 90% Design Plans (Final Design), Report and Specifications

Once comments are received from the CLIENT and reviewing agencies, VHB will expand upon the 60% design/ permitting package as described below:

Modeling: VHB will continue to refine the project HEC-RAS model to address comments and changes to the design. VHB will use the results of this evaluation to provide a basis of design report for bidders to prepare a dewatering and diversion plan for construction.

Plans: VHB will update the 60% design/permitting plans to address comments received during permitting and to provide further detail of the design. The Planting/Restoration Plan will be revised to identify planting at the species level, with quantities developed.

Specifications: VHB will use a system based on standard NHDOT items and specifications (since most contractors in NH are already familiar with this system), as appropriate, but will develop additional



specifications or modified items as needed for materials or specialized items of work by developing Special Provisions or entirely new specifications.

Quantities and Opinion of Probable Cost: VHB will quantify all bid items for use in bidding and managing the construction project based on the 90% design plans, including and updated Engineer's estimate of construction cost.

Design Report: VHB will develop a Basis of Design Technical Memorandum to summarize the basis for design, include a summary of calculations, hydraulic modeling, and assumptions made during the design, and an updated probable cost of construction estimate. The report will include computation for streambed configuration and other pertinent features and bank stabilization measure computations used to determine the height, size, extent, bedding, anchoring, or other features of such components. Stone will be sized using accepted engineering principles and empirical relationships.

The 90% submittal assumes addressing one round of comments from the Town of Exeter.

Task 9.2 - 100% Design Plans (Construction), Report, Specification and Quantities

Following the 90% design submittal and bidding, VHB will address one round of comments from the CLIENT and develop a 100% design submittal. Upon completion of the design plans, VHB will distribute up to three full-size hard copies to the CLIENT and to the restoration partners if requested. The documents will also be provided in PDF format. The plans will include funding credits as required by any outside grants.

TASK 10. BID PACKAGE DEVELOPMENT & BID PHASE SUPPORT

Under this task, VHB shall prepare bid documents to include construction plans and specifications, bid package materials and provide bid phase support for the CLIENT. VHB assumes that the Town will use a Pre-Qualified Low Bid process, whereby the qualifications of prospective bidders to complete this specialized work will be assessed in a standardized way prior to solicitation of bids. This task involves development of materials needed to complete the contract selection process, including:

- Provide support for issuance of draft and final Request for Proposals, including providing support for:
 - Newspaper advertisement
 - Final 100% construction plans and specifications, assumes the Client will be provided with 3 hard copies of plans and 2 hard copies of specifications in addition to an electronic copy; and
 - Documentation routinely required for bidding purposes such as bid/contract documents, bid forms, etc., front end contract language will be developed from the Engineers Joint Contract Documents Committee standard contract documents.
 - Development of minimum standards for contractor qualifications
- Attendance at one pre-bid field conference with the CLIENT, project partners and potential bidders.



- Address questions posed by bidders and provide clarification to bidders regarding construction plans and specifications
- Preparation of addenda as needed.
- Review of bid submittals and contractor qualification statements and provide a recommendation to the Client and project partners on bid award.

TASK 11. PUBLIC ENGAGEMENT

Below is a list of anticipated public engagement events. VHB will prepare for and facilitate each event, but it is assumed that the Town of Exeter will assist in securing event locations, notifying the community and providing project updates on the Town's website. It is anticipated that each meeting will be attended by three VHB staff members and will have a duration of approximately 2 hours.

- 60% Design Phase: It is anticipated that this meeting would occur around the 60% design submittal at least 30 days after permits have been submitted. The primary focus of this meeting would be to provide an update on the project design.
- RAC Meeting: A public meeting will be held at a regularly scheduled RAC meeting after permits and conditions have been received.
- Post award: A neighborhood meeting will be organized to discuss what to expect during the construction phase of the project.

TASK 12. PROJECT MANAGEMENT, MEETINGS, AND STAKEHOLDER ENGAGEMENT

VHB will provide regular communication and facilitate project coordination via meetings, phone calls and email. The following activities are anticipated:

- 2.5 hours of meetings, phone calls, emails and coordination with Client per month
- Project update at RAC meeting every 3 months
- General grant and agency coordination, assume up to four meetings with NHDHR, USACE, NHDES and their State and Federal Partners. In addition, VHB will complete semiannual progress reports anticipated to be required by the granting agency.

B. CLIENT-FURNISHED INFORMATION

The CLIENT shall provide the CONSULTANT with the following:

- Landowner permission to enter private property to conduct inspections, field studies, *etc.* including temporary construction access agreements;

C. SERVICES NOT INCLUDED

It is anticipated that the following services will not be required to complete this phase of the project and they are therefore excluded from this initial proposal.



- FEMA Letter of Map Revision (LOMR);
- NPDES Construction General Permit, contractor will be responsible for preparation, submittal and maintenance of permit;
- Construction phase services, including field construction layout or construction observation;
- Development of water quality sampling or modeling;
- Geotechnical and sediment sampling services beyond that specifically scoped above;
- 3-D Site renderings;
- As-Built plans, easement plans, construction survey and/or certifications;
- Design of new or replacement foundations, culverts, headwalls, bridges, etc. outside of the stone embankment to be restored along the river banks;
- Services to administer construction contract(s), site visits during construction for purposes of inspecting the construction activities and shop drawing reviews;
- Alteration of Terrain (AoT) permit application, it qualifies for a General Permit by Rule under Env-Wq 1503.03(g).

If work is required in these areas, or areas not previously described, the CONSULTANT will prepare a proposal or amendment, at the request of the CLIENT, that contains the Scope of Services, fee, and schedule required to complete the additional items.



D. COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Time and Materials basis subject to the attached terms and conditions for an estimated fee of **\$300,000**. The following table summarizes our best estimate of the breakdown of costs by task.

Task	Title	Phase 1	Phase 2*
1	Pre-Design & Survey	\$61,300	-
1.1**	Topographic Survey	\$11,280	-
1.2**	Wetland Delineation	\$7,120	-
1.3**	Geotechnical Investigation	\$42,900	-
2 & 9	Engineering Design	\$92,000	\$65,100
2.1**	30% Design	\$41,000	-
2.2**	60% Design	\$51,000	-
9.1**	90% Design	-	\$54,700
9.2**	100% Design	-	\$10,400
3 & 7	Environmental Permitting	\$10,700	\$61,900
4 & 8	Cultural Resources	\$61,000	\$51,800
10	Bid Phase	-	\$17,300
5 & 11	Public Engagement	\$30,000	\$30,000
6 & 12	Meeting & Coordination	\$45,000	\$67,800
Total		\$300,000	\$293,900

* Pricing for Phase 2 is currently approximate and will be reviewed and revised prior to authorization of work.

** The breakdown of subtask fees is provided for information only. The project will be billed by task.

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: sub-contractors, printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. These direct expenses will be billed at cost plus 10%.



D. SCHEDULE

The following table summarizes our best estimate of the project schedule.

#	Task	2025						2026					
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Pre-Design												
2	Engineering Design												
3	Environmental Permitting												
4	Cultural Resources												
5	Public Engagement												
6	Meetings & Coordination												

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By

Print

David Fenstermacher

Title

Managing Director

Date

July 24, 2025

CLIENT AUTHORIZATION

The Town of Exeter agrees with Part I- Phase 1 which includes the Scope of Services, Compensation, Schedule, and Part II, Terms and Conditions of Agreement (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and the Town of Exeter.

By

Print

Title

Date



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. ~~A RETAINER OF \$() IS REQUIRED BEFORE SERVICES WILL COMMENCE.~~

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will file item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

~~Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.~~

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. ~~Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.~~ Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY.

A. Indemnity for Claims Arising from the Provision of Professional Services

As it applies to Claims arising from the provision of the VHB's professional services, VHB shall indemnify and save harmless the Client and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the negligent acts, errors or omissions of the VHB, its employees, or subcontractors in connection with the Project, and/or under this Agreement. There is no duty to defend under this Section A indemnity obligation.

B. Indemnity for Claims Unrelated to the Provision of Professional Services

As it applies to Claims unrelated to the provision of the VHB's services, i.e., automobile and general liability claims, VHB shall defend, indemnify and save harmless the Client and its officers

and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the VHB, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

~~Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.~~

~~Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.~~

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but

not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the limits of insurance required under this Agreement (\$1,000,000), higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within the applicable statute of limitations three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

~~VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.~~

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.



PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. ~~Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to climate change flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.~~

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES—PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

PROJECTS LOCATED IN FLORIDA. Florida Statutes Section 558.0035 (2013), an individual employee or agent may not be held individually liable for economic damages resulting from negligence occurring within the course and scope of this Agreement.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
AND
THE TOWN OF EXETER, NEW HAMPSHIRE**

**PICKPOCKET DAM REMOVAL
VHB PROPOSAL NO. 87785.24**

ORIGINAL: JULY 1, 2025

REVISED: JULY 24, 2025

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the Town of Exeter, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB).

Part I

PROJECT DESCRIPTION

The Pickpocket Dam (Dam #029.07) is located on the Exeter River on the boundary between the towns of Exeter and Brentwood in New Hampshire. This 'run-of-river' dam is solely owned by the Town of Exeter. The first recorded structure at Pickpocket Falls dates to 1652, the current dam was built in 1920, and a Denil style fish ladder was constructed by NH Fish and Game in 1968.

The Pickpocket Dam was reclassified as a "High-Hazard" structure by NHDES following a breach analysis that identified potential impacts to residential properties and public infrastructure. The dam does not meet the current safety standards associated with a "High-Hazard" dam, prompting a Letter of Deficiency and a requirement for the Town of Exeter to address the deficiencies. In response, the Town completed a Feasibility Study to evaluate both dam modification and removal alternatives to address the deficiencies.

A Feasibility Study was completed in April 2024 to evaluate various alternatives to modify or remove the dam to bring the dam into compliance. The Exeter Select Board voted to remove the dam in July 2024.

The goal of the project is to remove the Pickpocket Dam and associated appurtenances to restore natural river flow and aquatic habitat, and to bring the site into compliance with current NHDES dam safety standards. The work will include dam removal, bank stabilization, ecological restoration of the river corridor, and analysis and design of a cartop watercraft launch area ~~locations for design and construction of the launch and construction of a~~ formal parking area. The analysis of the launch location will be limited to the Town of Exeter properties adjacent to the dam on either end of the dam, and river access on Town-owned property north of the dam site. We have developed the following scope of work to progress the design and permitting of the project. To align with funding availability, ~~this contract divides~~ the project is divided into two phases. Phase 1 includes tasks that can be completed using the

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\$300,000 awarded through the Great Bay 2030 grant. Phase 2 outlines the remaining work, which will be completed under a separate contract once additional funding is secured.

To complete all required tasks, VHB is continuing with the same project team from the Feasibility Study. The subconsultant team includes Pare Corporation, providing geotechnical and structural dam safety services, and Independent Archaeological Consulting, conducting the Phase IB archaeological investigation in support of the project's Cultural Resources components.

A-1. SCOPE OF WORK – PHASE 1

TASK 1. FINAL SURVEYS AND PRE-DESIGN COORDINATION

Task 1.1 Supplemental Topographic Survey

Additional topographic survey is required for the design development of the new drive approach and recreational access parking lot. In addition, topographic survey is required along the top of bank of the restoration area. Topographic survey will be completed for the entirety of both Town-owned parcels adjacent to on either end of the dam, extending 20 feet landward to design adequate tie-in to existing ground.

Task 1.2 Wetland Delineation & Functional Evaluation

VHB will complete a wetland delineation within the project limits beginning at the Cross Road Bridge and extending approximately 200-300 ft upstream of the dam, approximately 50 feet landward of the top of bank on either side (contingent upon client receipt of property owner access permissions), and the entirety of the adjacent Town-owned parcels on either side of the dam. The delineation will be conducted using the technical criteria contained in the *Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0* (January 2012). A VHB NH Certified Wetland Scientist ("NH CWS") will oversee delineations. The top of bank of streams and surface waters will be delineated in accordance with the definition in NH Administrative Rule Env-Wt 102.15. For smaller tributaries less than eight feet in width, only channel centerline will be located. Wetlands and surface waters will be classified using the USFWS *Methodology Classification of Wetlands and Deepwater Habitats of the United States* (Cowardin et al. 1979, revised 1985) at a scale of approximately one to two acres. Cover typing will be based on interpretation of aerial photography with field verification. VHB will note unusual features such as uncommon wetland types such as potential vernal pools or disturbed areas. VHB will flag wetland boundaries in the immediate vicinity of the dam and the wetland flags will be located by survey; boundaries outside of the dam site will be located using sub-meter GPS equipment and it is understood that flagging will not be placed on private property. A brief narrative report will be developed to document the delineation. For budgetary purposes, VHB assumes that up to 200 wetland flags will be required to fully delineate the wetlands/top of bank within the project area.



Functional assessments of all identified and delineated jurisdictional resources (i.e., Exeter River, bordering wetlands, etc.) will be performed by a NH CWS in accordance with the *Highway Methodology Workbook Supplement* (US Army Corps of Engineers, 1999).

Task 1.3 – Geotechnical Investigation

Pare Corporation will coordinate the completion of a subsurface exploration program to consist of a single boring on the property located off Stoney Water Lane to explore potential geotechnical concerns expressed by the landowners during the Feasibility Study. The Town of Exeter will obtain right-of-entry from the landowner. The boring is anticipated to be on the order of 80 feet deep and advanced to refusal on bedrock or the design depth, whichever is shallower. Should shallow rock be encountered, 15 feet of rock core will be completed to determine quality of the bedrock.

Pare will develop a stability model of the reservoir slope near Stoney Water Lane to support evaluating the impacts that lowering the groundwater has upon the global stability of the slope. The analysis will be completed for both rapid and gradual drawdown cases to assess impacts of the rate of impoundment draining upon stability of the slope. Pare will also consider potential scour of the toe of the slope to determine need and extent of required bank stabilization along the river bank post dam removal.

The findings will be presented in a design basis report which will be included in the overall design basis report prepared for the project. If required based upon the findings of the stability analysis, Pare will design a slope stability mitigation program to address induced stability concerns of the impoundment slope at Stoney Water Lane.

TASK 2. ENGINEERING DESIGN

The anticipated design will include removal of the Pickpocket Dam, fish ladder, low level outlet and training weir and reconfiguration of the river channel to ensure long term stability and fish passage. The design is also anticipated to include an improved parking area and recreation river access. VHB will develop a basis of design memorandum, design plans, quantities and construction cost estimate, and technical specifications for the removal of Pickpocket Dam. We assume that the design and associated plans will be developed over the course of up to four (4) submittals: 30% Design, 60% Design (Permitting), 90% Design (Final), and 100% Design (Construction). With the 30% and 60% design plans occurring in Phase 1 of the project. Plans will be completed in AutoCAD and would be developed at 22-inch by 34-inch format (i.e., ANSI D Sheet).

Task 2.1 - 30% Design Plans

VHB will prepare preliminary plans and supporting calculations/modeling analysis for CLIENT review of the preliminary design. This submittal will include the following:

Modeling: Based on evaluation of existing hydrologic analysis from the Feasibility Study, VHB will develop revised fish passage, bankfull, extreme flood event, and construction water management design flows. VHB will revise and update the existing HEC-RAS model to incorporate the updated hydrology and supplemental topographic and bathymetric data from the above survey. Concurrently



with development of the design plans, VHB will create a proposed conditions HEC-RAS model to match the proposed design to refine estimates on shear stresses and velocities.

Plans: VHB will prepare 30% design plans, which include the following estimate of plan sheets:

1. **Cover Sheet.**
2. **General Notes.**
3. **Existing Conditions Plan.** Updates will be made to the existing conditions plan developed during the feasibility phase to incorporate the wetland delineation and additional topographic survey completed under Task 1. The property boundaries for the entire town-owned parcels and abutters will be included in the plan.
4. **Layout and Grading Plan.** The plans are intended to show the proposed river plan, profile, and dimension/cross sectional shape.
5. **Recreation Parking Area and Access.** The plans will also show the preliminary layout of the improved parking area and recreational river access. It is assumed that the parking area will include a new drive approach and approximately three parking spaces. Access locations will be evaluated during the 30% design phase and discussed with the Client prior to finalizing the 30% design plans, so it can be incorporated into the design.
6. **Opinion of Probable Construction Cost.** This opinion will identify the anticipated total costs of construction based on the 30% design.

The 30% submittal assumes addressing one round of comments from the Town of Exeter.

Task 2.2 - 60% Design (Permitting) Plans and Report:

Once receiving feedback from the CLIENT on the 30% plans, VHB will prepare plans to support the use for permitting applications and review of the design. This submittal will include the following:

Modeling: VHB will continue to refine the project HEC-RAS model to address comments and changes to the design.

Site Work: VHB will conduct a 1 day sediment probing investigation to evaluate the presence of bedrock at the proposed design elevations.

Plans: VHB will prepare 60% design/permitting plans, expected to consist of twelve to fifteen sheets, which include the following estimate of plan sheets:

1. **Cover Sheet.**
2. **General Notes.**
3. **Existing Conditions Plan.**
4. **Demolition Plan.** This plan will identify structures and features to be removed/demolished as well as those that will be preserved in place.
5. **River Channel Grading Plan.** This plan will show existing and proposed elevations of the streambed. The plans are intended to show the proposed river plan, profile, and dimension/cross sectional shape. The plan will also include:

- **Channel Profile** to identify the alignment and vertical profile of the proposed reconstructed stream thalweg through the project area.
 - **Channel Form** to identify the channel dimensions, pattern and profile in accordance with the bankfull discharge, stream type, and project site constraints.
 - **Habitat Measures** to incorporate design features intended to ensure long term stability, upstream fish passage and enhance habitat.
 - **Stabilization Measures** will identify bank stabilization techniques based on shear stress and/or velocity criteria will be utilized to facilitate the selection of bank stabilization techniques, in the vicinity of the dam removal, and along the banks upstream of the dam. Stabilization techniques may include soil bioengineering measures such as live stakes, dormant cuttings, coir rolls with rooted plugs, fascines, and brush mattresses, as deemed appropriate. Species selection will be based upon establishing a native plant community while achieving project objectives for maintenance and ecosystem establishment.
6. **Recreation Parking Area and Access.** This plan is intended to show the design detail for the proposed parking lot and river access, including the site layout, grading, drainage, and stormwater treatment.
 7. **Jurisdictional Impacts Plan.** The impacts plan will identify areas within NHDES and Army Corps jurisdiction that will be impacted by the removal/restoration, including the limits of ordinary high water and top of bank. The plans will be developed and depicted in a way such that the final plans will be appropriate for incorporation into permit applications (see Task 3 below).
 8. **Planting/Restoration Plan.** This plan will show proposed plantings in the project area, including plantings needed to restore upland which will be temporarily disturbed by activities associated with the dam removal and river restoration. VHB will develop plan components (plan view and notes) to outline required restoration, including upland erosion control and plantings. More specific plantings will be identified in the 90% plan submittal.
 9. **Staging and Construction Sequence Plan.** This plan will identify access/egress to the dam, stream channel work area, and temporary stockpile areas; and outline the sequence of work in the stream including timing and river diversion. These elements will be designed to the degree needed to ensure that construction happens without undue temporary/permanent impacts, while allowing the contractor as much flexibility as possible to complete work at the lowest possible cost. Temporary fill/dewatering/stream diversion may be required to complete the proposed removal and restoration/stabilization, and these measures will be included in the project plans as needed. This plan will provide information on construction phase sediment management measures such as the timing and method of drawdown, vegetation of exposed streambed and banks (including invasive species control methods if applicable), and installation of a sediment curtain or other measures that would be employed to control sediment migration. A separate view, showing the pertaining information, will be prepared for each construction phase.
 10. **Details.** This sheet(s) will include information on items such as turbidity/erosion control structures, cross-vane and habitat features, planting details, etc.
 11. **Opinion of Probable Construction Cost.** This opinion will identify the anticipated total costs of construction based on the 60% design.

The 60% submittal assumes addressing one round of comments from the Town of Exeter.



TASK 3. ENVIRONMENTAL ANALYSIS & PERMITTING

Task 3.1 – Rare Species Coordination

State-Listed Species

VHB conducted a preliminary rare species screening during the preparation of the Feasibility Study using the NH Natural Heritage Bureau (NHB) DataCheck Tool (NHB23-3590) to identify the potential presence of exemplary natural communities and rare, threatened, or endangered flora and fauna within the vicinity of the project area. The assessment under the Feasibility Study has lapsed and will need to be reinitiated under this task. It is anticipated that the following resources will be identified: red maple floodplain forest, swamp white oak basin swamp, bridge shiner, and spotted turtle. Consultation with the NH NHB for the natural communities and NH Fish and Game Department (NHF&G) for the fauna in accordance with their *Fis 1004* Rules is anticipated to result in conservation measures to ensure that the proposed work will not adversely impact the identified species. This work may include up to two days of field work to attempt to locate these natural communities and species within or adjacent to the impoundment. Specific plant rescue plans (if requested by NHB) are not included at this time.

Federally-Listed Species

VHB conducted a preliminary rare species screening during the preparation of the Feasibility Study using the US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) System (Project Code: 2024-0026515). The assessment under the Feasibility Study has lapsed and will need to be reinitiated under this task. It is anticipated that the potential presence of federally-listed species will be identified within the vicinity of the project area and VHB will coordinate with the USFWS and lead federal agency to minimize or eliminate impacts. Rare species coordination may include consultation regarding the potential effects on the endangered northern long-eared bat, proposed endangered tricolored bat, and proposed threatened monarch butterfly. VHB will document these consultations by completing the applicable online determination keys, as applicable. Based on the suburban/residential character of the project area and the expectation that the project would not require extensive clearing, it is anticipated that the bat consultations would result in a finding of Not Likely to Adversely Affect. Assuming that the lead federal agency concurs with the determination, VHB would document this finding via the USFWS IPaC system. The current proposed listing status of the tricolored bat and monarch butterfly do not provide protection under the Endangered Species Act (ESA); however, a final listing decision from the USFWS for each species is expected in 2025. Therefore, if these species are listed prior to project construction, consultation will need to be completed to ensure compliance with the ESA. Also see Task 3.1 below for further description of rare species coordination for state-listed species.

TASK 4 – CULTURAL RESOURCES

Task 4.1 – Phase IB Archeological Survey

IAC provided a Phase IA Archaeological report during the feasibility phase. A Phase IB archeological survey is recommended for further assessment work. IAC will conduct Phase IB survey tasks on the north and south banks of the Exeter River from Cross Road to approximately 400 feet upstream of the Pickpocket Dam. The Phase IA Archaeological report identified two archaeologically sensitive areas that are sensitive for Pre-Contact Native American cultural deposits. The walkover survey confirmed the survey area encompasses multiple Post-Contact Euro-American resources as well.



The scope of work for the Phase IB archaeological investigation at the Pickpocket Dam site includes subsurface testing to identify any potentially significant archaeological resources that could be affected by the dam removal project. This involves excavating up to 235 shovel test pits and six test units across the project area, with lab analysis, reporting, and artifact curation performed in accordance with New Hampshire Division of Historical Resources standards. The investigation supports regulatory compliance under Section 106 of the National Historic Preservation Act and helps determine whether further archaeological work is needed prior to construction.

TASK 5. PUBLIC ENGAGEMENT

Below is a list of anticipated public engagement events to be completed under Phase 1. VHB will prepare for and facilitate each event, but it is assumed that the Town of Exeter will assist in securing event locations, notifying the community and providing project updates on the Town's website. It is anticipated that each meeting will be attended by three VHB staff members and will have a duration of approximately 2 hours.

- 30% Design Phase: It is anticipated that this meeting will occur around the time of the 30% design submittal prior to permitting submittals. The primary focus of the meeting will be to provide information on the permitting process.
- Site Walk: The community will be invited to a site walk to help provide a different perspective of the project. A site walk will be scheduled during the spring around the time of the 30% design submittal engagement opportunity.
- Abutters Meeting: An information meeting, inviting abutters only, will be organized to provide project updates and information.

TASK 6. PROJECT MANAGEMENT, MEETINGS, AND STAKEHOLDER ENGAGEMENT

VHB will provide regular communication and facilitate project coordination via meetings, phone calls and email. The following activities are anticipated:

- 2.5 hours of meetings, phone calls, emails and coordination with Client per month
- Project update at RAC meeting every 3 months
- General grant and agency coordination, assume up to four meetings with NHDHR, USACE, NHDES and their State and Federal Partners. In addition, VHB will complete semi-annual progress reports anticipated to be required by the granting agency.



A-2. SCOPE OF WORK – PHASE 2

The remaining work required to complete the design, permitting, and bidding phases of the project will be carried out under a separate contract. The anticipated scope of work for Phase 2, which will proceed once additional funding is secured, is outlined below.

TASK 7 ENVIRONMENTAL ANALYSIS & PERMITTING

Task 7.1 – Integrated Vegetation Management Plan

To minimize the threat of invasive species spread and to aid in the restoration and protection of native plant diversity, VHB will develop an Integrated Vegetation Management Plan (IVMP) to primarily manage the invasive species around the existing dam. The IVMP will outline a plan for mechanical, cultural, biological, and/or chemical methods over a 3- to 5-year period after dam removal and include some pre-dam removal actions. VHB will consult with the NH Department of Agriculture in developing and finalizing this plan.

Task 7.2 – NHDES Wetlands Permit Application

VHB shall develop a permit application according to RSA 482-A and the administrative rules pursuant to this statute. A single permit application would address all components of the project, i.e., dam removal, stream restoration, and stabilization. The permit application will include:

- Application Form (assume Standard Dredge and Fill)
- Project Narrative including brief Alternatives Analysis
- Project Mapping (i.e., USGS Location Map, FEMA Floodplains, NHF&G Wildlife Action Plan layers, etc.)
- Narrative or forms addressing the Project-Specific Review Criteria
- NH NHB and USFWS IPaC reviews for rare species and supporting correspondence – *See Task 3.1 above.*
- Color photos of impact areas, labeled and showing all impact areas
- Preliminary construction sequence, describing the sequence of construction including pre-construction through post construction activities and their relative timing and progression of work
- Abutter Information (i.e., list, annotated map, sample notification letter, and certified mail receipts)
- USACE Section 404 Checklist (“Appendix B”) – *See Task 3.4 below*
- NH Division of Historic Resources (NHDHR) Request for Project Review (RPR) – *See Task 4.1 below*
- Wetland Permitting Plans, including:
 - Existing Conditions Plan
 - Proposed Condition Plans (i.e., General Plan)
 - Impact Sheet, showing temporary and permanent impacts and Best Management Practices (BMPs)
- Erosion Control Plans, including:
 - Existing and Proposed Contours (2 ft intervals)
 - Existing contours shown with a lighter line weight



- Proposed contours shown with a heavier (bold) line weight
- Perimeter Controls - Showing the outermost limit of work (including temporary phasing work)

Since the goal of the project is to restore the existing river, and since it will have an overall environmental benefit, we assume that no wetland mitigation plan will be required as has been the case for several previous dam removal projects in NH. VHB assumes the permit application fee once determined will be paid directly by the Town of Exeter if it exceeds the \$400 minimum fee.

Task 7.3 – Clean Water Act, Section 404

It is expected that the Army Corps will authorize the project via the Statewide Programmatic General Permit, i.e., the removal and restoration will not require an individual permit. VHB will verify this expectation by conducting a pre-application meeting with the US Army Corps of Engineers (USACE) and NHDES early in the project schedule. (See Task 7.) VHB will prepare wetland project plans in the standard USACE format (8.5 in by 11 in or 11 in by 17 in) and would complete the USACE Section 404 Checklist ("Appendix B") document relative to indirect and cumulative impacts for submittal to the USACE within the NHDES Wetlands Permit Application detailed in Task 3.3 above.

Task 7.4 – NHDES Shoreland Protection Permit Application

The Exeter River is regulated under RSA 483-B, the Shoreland Water Quality Protection Act. Any new construction or construction that modifies the footprint, including tree clearing, of existing impervious surfaces or uses mechanized equipment to either excavate, remove, or form a cavity within the ground and filling any areas with rocks, soil, gravel, or sand within 250-feet from the Ordinary High Water Mark (also referred to as the Shoreland Reference Line) of the river would require a Shoreland Permit through the NHDES Shoreland Program. VHB will confirm the appropriate permit application type (PBN or standard application) prior to beginning work on this task. Assuming a standard application will be required, VHB will complete an application consisting of the following:

- Shoreland Permit Application Form signed by the Town;
- Shoreland Application Worksheet, calculating the impervious area within 250 feet of the reference line;
- Permit plans clearly and accurately depicting the work to be completed relative to the reference line;
- Stormwater management plan designed and certified by a professional engineer;
- A copy of the US Geological Survey map at a scale of 1:24,000 with the property and project located;
- A copy of the tax map or the Right-of-Way plan showing the location and lot number of the proposed project;
- Photographs of the area to be impacted;
- A copy of the NH NHB DataCheck Results Letter for the subject property indicating that the project has been screened for species of concern; and
- Shoreland Waiver Request Form, if the project requires waiver(s) of the minimum standards of RSA 483-B:9, in accordance with RSA 483-B:9,V(i).



VHB assumes that NHDES will waive the requirement to demonstrate that each waterfront buffer grid segment at least meets the minimum required tree and sapling point score, and therefore no waterfront buffer survey is included at this time. A draft application package will be provided to the Town for review and signature prior to finalization and submittal.

Task 7.5 – Brentwood Site Plan Review

The project is located within the Town of Brentwood and will trigger review under the Town of Brentwood Zoning and Land Use Ordinance due to the increase in impervious cover from the proposed parking lot. The project is anticipated to increase impervious cover by more than 5,000 square feet and will therefore be required to adhere to the Town of Brentwood Stormwater regulations. In addition, the project will also need to adhere to the Town of Brentwood's wetland, aquifer and shoreland protection regulations. A Site Plan Review application will need to be developed and submitted to the Town of Brentwood Planning Board. Associated application fees will be paid directly by the Town.

Task 7.6 – No-Rise Certification

For work within the FEMA regulatory floodway, VHB will prepare and submit a No-Rise Certification with supporting hydraulic analysis demonstrating that the project does not increase base flood elevations in compliance with 44 CFR 60.3. The Certification will be submitted to the Town of Exeter and Brentwood's Floodplain Administrator.

Task 7.7 – Permitting Follow On Services

Following permit application submissions to regulatory agencies, follow-up and coordination effort is typically required to respond to specific comments and concerns raised. Work under this task might include:

- Preparation of documents to respond to agency comments;
- Minor plan revisions/additions; or
- Attendance at site inspections by the state or federal agencies.

Because the scope of this effort is unknown, for budgeting purposes, we assume up to 48 hours will be required to complete the post-application coordination. If required due to an agency request not anticipated, reallocation or an adjustment to the original Scope of Services and fee may be necessary if the follow-up services exceed this initial allocation.

TASK 8 CULTURAL RESOURCES

Task 8.1 – Section 106 Consultation

Section 106 coordination for the dam removal commenced during the Feasibility Study phase with the preparation of an individual inventory form and a Phase IA report. The eligibility of the Pickpocket Dam had not been previously determined. The NHDHR DOE committee reviewed the dam on January 23, 2024 and has recommended the dam as eligible for the National Register under Criteria A and C. An individual inventory form was completed instead of a request for project review since the feasibility study was not yet tied to a specific federal agency. The Section 106 coordination will be re-initiated with a request for project review. VHB will assist in developing the Section 106 Determination of Effects and a Memorandum of Agreement (MOA) since we assume that the effect will be determined to be adverse.



This task would involve additional consultation with the Town, the lead federal agency, and NHDHR. Specifically, VHB would:

- Assist in completing separate Determination of Effects Tables, if needed, using the NHDHR format for the Oyster River Dam;
- Complete the Advisory Council on Historic Preservation (ACHP) adverse effects report for submission via e106. An initial draft of the report will be provided to the Town and the lead federal agency. One round of review is anticipated. The final draft will be provided to the Town and USACOE for electronic submission;
- Assist in identifying mitigation measures;
- Prepare draft and final versions of an MOA that will summarize the historic significance and Determinations of Effect, and which will stipulate appropriate measures to mitigate adverse effects to Pickpocket Dam and/or Exeter Historic District. An initial draft of the MOA will be provided to the Town and USACOE for review and revisions prior to supplying the document to the NHDHR for review. VHB will finalize the MOA following NHDHR review.

Task 8.2 – Cultural Resource Mitigation Measures Implementation

Given that the Section 106 consultation is likely to result in a finding of “Adverse Effects,” the MOA developed under Task 4.1 will stipulate a set of mitigation measures. These measures could include items such as the preparation of a NHDHR Historic Property Documentation report for the dam (including large format photography of the dam prior to and during its removal); an interpretive exhibit, archaeological monitoring, or other measures. Under this task, VHB will assist the Town and its partners define and implement the mitigation measures. For budgetary purposes, an allowance of up to 120 hours is included to assist with this effort. The final budget amount will depend on the scope of the mitigation measures, which cannot be defined prior to the execution of the MOA. If necessary, the scope of this effort exceeds this allowance, VHB will provide a written work scope and fee proposal at that time.

TASK 9. ENGINEERING DESIGN

Task 9.1 - 90% Design Plans (Final Design), Report and Specifications

Once comments are received from the CLIENT and reviewing agencies, VHB will expand upon the 60% design/ permitting package as described below:

Modeling: VHB will continue to refine the project HEC-RAS model to address comments and changes to the design. VHB will use the results of this evaluation to provide a basis of design report for bidders to prepare a dewatering and diversion plan for construction.

Plans: VHB will update the 60% design/permitting plans to address comments received during permitting and to provide further detail of the design. The Planting/Restoration Plan will be revised to identify planting at the species level, with quantities developed.

Specifications: VHB will use a system based on standard NHDOT items and specifications (since most contractors in NH are already familiar with this system), as appropriate, but will develop additional



specifications or modified items as needed for materials or specialized items of work by developing Special Provisions or entirely new specifications.

Quantities and Opinion of Probable Cost: VHB will quantify all bid items for use in bidding and managing the construction project based on the 90% design plans, including and updated Engineer's estimate of construction cost.

Design Report: VHB will develop a Basis of Design Technical Memorandum to summarize the basis for design, include a summary of calculations, hydraulic modeling, and assumptions made during the design, and an updated probable cost of construction estimate. The report will include computation for streambed configuration and other pertinent features and bank stabilization measure computations used to determine the height, size, extent, bedding, anchoring, or other features of such components. Stone will be sized using accepted engineering principles and empirical relationships.

The 90% submittal assumes addressing one round of comments from the Town of Exeter.

Task 9.2 - 100% Design Plans (Construction), Report, Specification and Quantities

Following the 90% design submittal and bidding, VHB will address one round of comments from the CLIENT and develop a 100% design submittal. Upon completion of the design plans, VHB will distribute up to three full-size hard copies to the CLIENT and to the restoration partners if requested. The documents will also be provided in PDF format. The plans will include funding credits as required by any outside grants.

TASK 10. BID PACKAGE DEVELOPMENT & BID PHASE SUPPORT

Under this task, VHB shall prepare bid documents to include construction plans and specifications, bid package materials and provide bid phase support for the CLIENT. VHB assumes that the Town will use a Pre-Qualified Low Bid process, whereby the qualifications of prospective bidders to complete this specialized work will be assessed in a standardized way prior to solicitation of bids. This task involves development of materials needed to complete the contract selection process, including:

- Provide support for issuance of draft and final Request for Proposals, including providing support for:
 - Newspaper advertisement
 - Final 100% construction plans and specifications, assumes the Client will be provided with 3 hard copies of plans and 2 hard copies of specifications in addition to an electronic copy; and
 - Documentation routinely required for bidding purposes such as bid/contract documents, bid forms, etc., ~~assuming the Town has standard~~ front end contract language will be developed from the Engineers Joint Contract Documents Committee standard contract documents.
 - Development of minimum standards for contractor qualifications
- Attendance at one pre-bid field conference with the CLIENT, project partners and potential bidders.



- Address questions posed by bidders and provide clarification to bidders regarding construction plans and specifications
- Preparation of addenda as needed.
- Review of bid submittals and contractor qualification statements and provide a recommendation to the Client and project partners on bid award.

TASK 11. PUBLIC ENGAGEMENT

Below is a list of anticipated public engagement events. VHB will prepare for and facilitate each event, but it is assumed that the Town of Exeter will assist in securing event locations, notifying the community and providing project updates on the Town's website. It is anticipated that each meeting will be attended by three VHB staff members and will have a duration of approximately 2 hours.

- 60% Design Phase: It is anticipated that this meeting would occur around the 60% design submittal at least 30 days after permits have been submitted. The primary focus of this meeting would be to provide an update on the project design.
- RAC Meeting: A public meeting will be held at a regularly scheduled RAC meeting after permits and conditions have been received.
- Post award: A neighborhood meeting will be organized to discuss what to expect during the construction phase of the project.

TASK 12. PROJECT MANAGEMENT, MEETINGS, AND STAKEHOLDER ENGAGEMENT

VHB will provide regular communication and facilitate project coordination via meetings, phone calls and email. The following activities are anticipated:

- 2.5 hours of meetings, phone calls, emails and coordination with Client per month
- Project update at RAC meeting every 3 months
- General grant and agency coordination, assume up to four meetings with NHDHR, USACE, NHDES and their State and Federal Partners. In addition, VHB will complete semiannual progress reports anticipated to be required by the granting agency.

B. CLIENT-FURNISHED INFORMATION

The CLIENT shall provide the CONSULTANT with the following:

- Landowner permission to enter private property to conduct inspections, field studies, *etc.* including temporary construction access agreements;
- ~~All plans and surveys related to infrastructure in the dam vicinity, including the dam itself and any utilities.~~
- ~~Standard Construction Solicitation Document per Exeter requirements~~

C. SERVICES NOT INCLUDED



It is anticipated that the following services will not be required to complete this phase of the project and they are therefore excluded from this initial proposal.

- FEMA Letter of Map Revision (LOMR);
- NPDES Construction General Permit, contractor will be responsible for preparation, submittal and maintenance of permit;
- Construction phase services, including field construction layout or construction observation;
- Development of water quality sampling or modeling;
- Geotechnical and sediment sampling services beyond that specifically scoped above;
- 3-D Site renderings;
- As-Built plans, easement plans, construction survey and/or certifications;
- Design of new or replacement foundations, culverts, headwalls, bridges, etc. outside of the stone embankment to be restored along the river banks;
- Services to administer construction contract(s), site visits during construction for purposes of inspecting the construction activities and shop drawing reviews;
- Alteration of Terrain (AoT) permit application, it qualifies for a General Permit by Rule under Env-Wq 1503.03(g).

If work is required in these areas, or areas not previously described, the CONSULTANT will prepare a proposal or amendment, at the request of the CLIENT, that contains the Scope of Services, fee, and schedule required to complete the additional items.

D. COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Time and Materials basis subject to the attached terms and conditions for an estimated fee of **\$300,000**. The following table summarizes our best estimate of the breakdown of costs by task.

Task	Title	Phase 1	Phase 2*
1	Pre-Design & Survey	\$61,300	-
<u>1.1**</u>	<u>Topographic Survey</u>	<u>\$11,280</u>	-
<u>1.2**</u>	<u>Wetland Delineation</u>	<u>\$7,120</u>	-
<u>1.3**</u>	<u>Geotechnical Investigation</u>	<u>\$42,900</u>	-
2 & 9	Engineering Design	\$92,000	\$65,100
<u>2.1**</u>	<u>30% Design</u>	<u>\$41,000</u>	
<u>2.2**</u>	<u>60% Design</u>	<u>\$51,000</u>	
<u>9.1**</u>	<u>90% Design</u>		<u>\$54,700</u>
<u>9.2**</u>	<u>100% Design</u>		<u>\$10,400</u>



<u>3 & 7</u>	Environmental Permitting	\$10,700	\$61,900
<u>4 & 8</u>	Cultural Resources	\$61,000	\$51,800
<u>510</u>	Bid Phase	-	\$17,300
<u>65 & 11</u>	Public Engagement	\$30,000	\$30,000
<u>6 & 127</u>	Meeting & Coordination	\$45,000	\$67,800
Total		\$300,000	\$293,900

* Pricing for Phase 2 is currently approximate and will be reviewed and revised prior to authorization of work.

** The breakdown of subtask fees is provided for information only. The project will be billed by task.

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: sub-contractors, printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. These direct expenses will be billed at cost plus 10%.



D. SCHEDULE

The following table summarizes our best estimate of the project schedule.

#	Task	2025						2026					
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Pre-Design												
2	Engineering Design												
3	Environmental Permitting												
4	Cultural Resources												
5	Public Engagement												
6	Meetings & Coordination												

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By _____

Print _____

Title _____

Date _____

CLIENT AUTHORIZATION

The Town of Exeter agrees with Part I- Phase 1 which includes the Scope of Services, Compensation, Schedule, and Part II, Terms and Conditions of Agreement (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and the Town of Exeter.

By _____

Print _____

Title _____

Date _____

Westside Drive Construction Phase Engineering Services



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: July 24, 2025

RE: Contract – Westside Drive Construction Phase Engineering Services

SUGGESTED MOTION:

Motion to award a contract to Underwood Engineers, Inc. for Construction Phase Engineering Services for the Westside Drive Drainage, Water, and Roadway Improvements Project in the amount of \$563,500.00, and to further authorize the Town Manager or their designee to sign the associated contract documents.

The Public Works Department has reviewed the attached contract, scope of services, and fee summary from Underwood Engineers, Inc. for Construction Phase Engineering Services to support the Town during construction of Westside Drive Drainage, Water, and Roadway Improvements Project. These services will include full-time, on-site inspection, as well as office-related construction administration tasks, including reviewing shop drawings and submittals, responding to Contractor's Requests-For-Information, project management and coordination with the contractor and utility companies, scheduling construction progress meetings, review of payment applications, and final project inspection. The Department recommends the approval of this contract to ensure the successful completion of this project.

Funding for this project was authorized by voters at the 2023 Town Meeting, under Article 4, and includes the following: a \$2,320,000 General Fund obligation bond, a \$1,540,000 Drinking Water State Revolving Fund Loan, and a \$2,160,000 Clean Water State Revolving Fund Loan.

**ENGINEERING CONSTRUCTION PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
WESTSIDE DRIVE DRAINAGE, WATER AND ROADWAY IMPROVEMENTS**

~~CITY~~/TOWN OF EXETER, NEW HAMPSHIRE

This AGREEMENT made and entered into at **ROCKINGHAM** County, New Hampshire, this ____ day of _____ 2025 ,
by and between ~~City~~/Town of **EXETER** hereinafter called the OWNER, and **UNDERWOOD ENGINEERS, INC.**, hereinafter
called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works: **WESTSIDE DRIVE DRAINAGE, WATER AND ROADWAY
IMPROVEMENTS**

(Refer to the attached Scope of Services labeled as Exhibit 'A'),

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident
engineering and related services, and

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

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

I. SERVICES TO BE PERFORMED BY THE ENGINEER

- A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and fulltime inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the (Town/City) of **EXETER**. Said services shall include, but shall not necessarily be limited to:
1. General Construction Administration
 - a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.
 - b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)
 - c. Completion of formal contract documents for the award of contracts.
 - d. Checking detail construction, shop and erection drawings submitted by the contractor.
 - e. Reviewing laboratory, shop, and mill test reports of materials and equipment.
 - f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.
 - g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.
 - h. Periodic inspection of work and final inspection.
 - i. Observing and reporting performance and qualifying tests required by specifications.
 - j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.
 - k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.
 - l. Consultation and advise during construction.
 - m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.
 - n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.
 - ~~o. Provide and maintain construction control lines and grades. For sewers offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites base lines for layout and benchmarks.~~
 - p. Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.
 - q. Preparation of certificate of substantial completion and contract completion.
 - r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

2. Resident Inspection and Other Special Services

- a. The ENGINEER agrees to provide at least one Registered Professional Civil Engineer on the project site and one or more inspectors as necessary (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The DIVISION shall be notified in writing of the name of the resident engineer, assistant engineers, and construction inspectors, and shall be provided with a brief history of the resident engineer's construction experience. The resident engineer and their inspectors shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the resident engineer to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for their removal from the PROJECT and replacement.
- b. The ENGINEER agrees to provide supervision of initial startup and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.
- c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply four (4) sets of the completed manual to the OWNER, and an electronic version of the document for the DIVISION.
- d. Preparation of record drawings of the work as constructed. Two (2) sets of prints to be furnished to the OWNER, and an electronic version of the stamped and signed drawings for the DIVISION.

II. THE OWNER'S RESPONSIBILITIES

- A. Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.
- B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.
- C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. COMPENSATION TO BE PAID THE ENGINEER

A. Method of Payment Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:
Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark up and incidental expenses in accordance with the attached fee schedule.
2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed **Five Hundred Sixty-Three Thousand Three Hundred Dollars (\$563,300)**.

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for their services under I (A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the work and shall not exceed **One Hundred Forty-One Thousand Dollars (\$141,000)**.
2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

- a. Resident engineering and supporting staff (as agreed to by the OWNER and DIVISION) as described under I (A)(2)(a) for a period of **364** working days, an amount not to exceed **Three Hundred Ninety-One Thousand Dollars (\$391,000)**.
- b. Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.
- c. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of twelve (12) months, an amount not to exceed **Six Thousand Three Hundred Dollars (\$6,300)**.
- d. ~~For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed _____ Dollars (\$_____).~~
- e. ~~For special services, an amount equal to the actual cost of such work. The actual cost shall include compensation to the ENGINEER for their work on these services. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed _____ Dollars (\$_____).~~
- f. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed **Twenty-Five Thousand Dollars (\$25,000)**.

IV. ADDITIONAL COVENANTS

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

Daniel J. Rochette, P.E. (NH), Underwood Engineers, Inc.

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

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for their removal and replacement.

- B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in their work, and to indemnify and save harmless the OWNER, and all the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by them in the performance of the work covered by this AGREEMENT.
- C. The ENGINEER further agrees to procure and maintain at their expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from their performance and the performance of their employees under this AGREEMENT.
- D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

- E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or their authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.
- G. The ENGINEER also agrees to provide in active residence and full time control at the site of the proposed construction a DIVISION approved registered civil engineer and DIVISION approved inspectors (full time, part time) as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractor's conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The resident registered engineer for the life of this contract shall be

TBD

(Name and Address)

(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace them promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISION'S Roster of Prequalified Engineers.

V. TERMINATION

- A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation as determined by the DIVISION for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

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

ENGINEER: **UNDERWOOD ENGINEERS, INC.**

By: **Keith A. Pratt, P.E. (NH, ME, MA), Chief Operating Officer** Date: _____
(Authorized Representative¹)

By: **Terry L. Desmarais, P.E. (NH, ME, MA), Vice President** Date: _____
(Authorized Representative¹)

OWNER:

By: **Russell Dean, Town Administrator** Date: _____
(Authorized Representative¹)

APPROVED:²

DEPARTMENT OF ENVIRONMENTAL SERVICES: Water Division

By: _____ Date: _____
(Authorized Representative²)

¹ Signatures should be supported by appropriate document.

² It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

By Unanimous written consent of the ~~Partners~~/Directors of Underwood Engineers, Inc., on April 1, 2025, it was resolved:

That all contracts shall be signed by a combination of any two of the following:

Keith A. Pratt, Chief Operating Officer, or David J. Mercier, President, or Terry L. Desmarais, Vice President



Attest: Terry L. Desmarais, Secretary/Treasurer

Place of Business: 25 Vaughan Mall, Portsmouth, NH 03801-4012

Date of this Contract: _____

I hereby certify that I, Terry L. Desmarais, am the Secretary/Treasurer of Underwood Engineers, Inc., that Keith A. Pratt is the duly elected Chief Operating Officer, David J. Mercier is the duly elected President, and Terry L. Desmarais is the duly elected Vice President and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.



Terry L. Desmarais, Secretary/Treasurer

**ADDENDUM
TO
PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR
TREATMENT WORKS**

THIS ADDENDUM to the ENGINEERING CONTRACT FOR PROFESSIONAL SERVICES FOR TREATMENT WORKS (the "Agreement") made effective this _____ day of ____ 2025, by the ~~CITY~~/TOWN OF EXETER, NH, hereinafter referred to as the "**Owner**", and UNDERWOOD ENGINEERS, INC. hereinafter referred to as the "**Engineer**", a New Hampshire corporation with its principal place of business at 25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012.

-- WITNESSETH --

RECITALS

WHEREAS, the **Owner** requires, and the **Engineer** agrees to provide certain professional engineering services (the "Services") in connection with engineering construction of treatment works (hereinafter referred to as the "Project") at Exeter, New Hampshire;

WHEREAS, the Addendum is incorporated into the Agreement by reference herein and made part thereof.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the Owner and the Engineer, agree as follows:

Limitation of Liability

Owner agrees to limit the liability of **Engineer** to **Owner** and to all construction Contractors or Subcontractors on the project, due to negligent acts, errors or omissions by **Engineer**, such that the total aggregate liability to all those named shall not exceed \$50,000 or the total fee for services rendered on this project by **Engineer**, whichever is the greater.

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

ENGINEER: UNDERWOOD ENGINEERS, INC.

By: **Keith A. Pratt, P.E. (NH, ME, MA), Chief Operating Officer**

(Authorized Representative)

Date: _____

By: **Terry L. Desmarais, P.E. (NH, ME, MA), Vice President**

(Authorized Representative)

Date: _____

OWNER:

By: **Russell Dean, Town Administrator**

(Authorized Representative)

Date: _____

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF				Form Approved Rev. 11/16/2023	
PART I - GENERAL					
1. GRANTEE / LOANEE: Town of Exeter, NH			2. GRANT/LOAN NO. CWSRF #CS-334130-20 DWSRF #0801010-07		
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Underwood Engineers, Inc.			4. DATE OF PROPOSAL TBD		
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012			6. TYPE OF SERVICE TO BE FURNISHED Construction Administration & Observation		
PART II - COST SUMMARY					
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
Principal	15	\$89.00	\$1,335.00		
Sr. Project Manager	20	\$75.00	\$1,500.00		
Project Manager	255	\$63.00	\$16,033.50		
Technical Leader (II)	40	\$69.00	\$2,760.00		
Technical Leader (I)	108	\$58.00	\$6,264.00		
Sr. Project Engineer	0	\$55.00	\$0.00		
Project Engineer (II)	0	\$47.00	\$0.00		
Project Engineer (I) / Intern	590	\$41.00	\$24,190.00		
Technician	99	\$46.00	\$4,554.00		
GIS	0	\$42.00	\$0.00		
Sr. Resident Engineer	2852	\$46.50	\$132,618.00		
Resident Engineer	0	\$45.00	\$0.00		
Comptroller	0	\$45.00	\$0.00		
Book Keeper	28	\$30.00	\$840.00		
Clerical & Admin	26	\$28.00	\$728.00		
DIRECT LABOR TOTAL:				\$190,822.50	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST		
	1.6	\$190,822.50	\$305,316.00		
INDIRECT COST TOTAL:				\$305,316.00	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
	QTY	COST			
Transportation (Mileage)	3060	\$0.70	\$2,142.00		
TRAVEL COSTS SUBTOTAL:			\$2,142.00		
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST		
	QTY	COST			
Phone	1	\$1,180.00	\$1,180.00		
B/W copies	700	\$0.15	\$105.00		
Prints	310	\$2.00	\$620.00		
Parking/Tolls	1	\$1,821.43	\$1,821.43		
Misc. Supplies & Materials	364	\$25.00	\$9,107.14		
EQUIPMENT SUBTOTAL:			\$12,833.57		
c. SUBCONTRACTS			ESTIMATED COST		
	QTY	COST			
SUBCONTRACTS SUBTOTAL:			\$0.00		
d. OTHER (Specify categories)			ESTIMATED COST		
	QTY	COST			
Misc. Expenses	1285	\$1.00	\$1,285.43		
OTHER SUBTOTAL:			\$1,285.43		
OTHER DIRECT COSTS TOTAL:				\$16,261.00	
10. TOTAL ESTIMATED COST				\$512,399.50	
11. PROFIT				\$50,900.50	
12. TOTAL PRICE				\$563,300.00	

[illegible]

PART IV - DIRECT LABOR BY CATEGORY	
------------------------------------	--

14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS., START-UP, SPECIAL SERVICES, ETC.

[illegible]

comments:

ATTACHMENT A

Construction Phase - Engineering Services Westside Drive Drainage, Water and Roadway Improvements Exeter, New Hampshire

July 10, 2025

Project Area & Scope of Services:

Construction Phase Engineering Services will be provided for the work shown on the drawings entitled Westside Drive Final Design Drainage, Water & Roadway Improvements. The work includes the entirety of Westside Drive and its associated cross streets within the neighborhood.

Assumption:

This scope of work covers the project as shown on the drawings and includes drainage system expansion (including an enhanced bio-filtration unit), water distribution replacement, and roadway reconstruction. Construction will begin in the Summer of 2025 and extend through the 2026 construction season. Completion time for construction will be based on calendar days as provided below:

- | | |
|----------------------------|---------------------------------|
| 1. Substantial Completion: | <u>480 Calendar Days</u> |
| 2. Final Completion: | <u>30 Calendar Days</u> |

Construction Administration and Resident Project Representative (RPR) tasks and engineering fees are based on the anticipated schedule and the engineering services below. Actual costs may vary based on the Contractors' schedule and the level of effort required to administer and monitor construction in accordance with construction documents. The Engineer agrees to perform the following Professional Engineering Services:

Task 1 – Construction Administration

The following services will be provided:

- Coordinate preparation of Contract Documents for execution between the Town and selected Contractor for construction.
- Prepare Pre-Construction Meeting Agenda.
- Attend Pre-Construction meeting with Contractor and Town of Exeter representatives and prepare meeting notes.
- Attend one (1) Public Informational Meeting with Town and Contractor.
- Review shop drawings, Contractor submittals, and prepare comments and/or approvals.
- Review and process pay requisitions for payment. A total of eighteen (18) are budgeted.
- Prepare Field Change Directives to address minor changes and clarifications required during construction. A total of twelve (12) are budgeted.
- Prepare Change Orders and clarification documentation during construction. A total of four (4) change orders are budgeted for construction.
- Attend monthly progress meetings with the Contractor, the Town, and NHDES to review project status, schedule and budget. A total of eighteen (18) progress meetings are budgeted.

- Attend weekly meetings with the Contractor and Town representatives regarding week to week construction items and concerns. A total of sixty-eight (68) weekly meetings are budgeted.
- Provide assistance for coordination with property owners concerning work on private property and/or private property restoration (if required).
- Provide assistance in preparing temporary easement documents language (Memorandum of Understanding) and work plans.
- Prepare public information documents for the Town's use and distribution including but not limited to:
 - Weekly updates for project website
 - Traffic pattern updates for project website
 - Door-to-door notices
- Perform one (1) Substantial Completion and one (1) Final Completion inspection with the Contractor and Town representatives.

Task 2 – Resident Project Representative (RPR)

Multiple crews are anticipated during construction. One (1) Senior RPR (2,840 hours budgeted) will be provided (as necessary) through project completion. Senior RPR personnel will be subject to the Town of Exeter approval.

- Personnel will observe construction, report daily occurrences and construction chronology, record locations of constructed infrastructure and prepare daily estimates of contract unit items as the work progresses.
- Senior RPR budget includes:
 - 340 work days (up to 8 hours/day) through Substantial Completion
 - 20 work days (up to 6 hours/day) for oversight of punch list work through Final Completion
 - 5 work days (up to 8 hours/day) for contingency and QA/QC

Task 3 – Startup Services

Warranty and start-up services during the one-year warranty period, to include:

- Warranty and start-up services during the one-year warranty period, to include:
 - Monitoring punchlist and Contractor's schedule for completion
 - Addressing property owner/abutter concerns
 - Coordinate and attend final warranty inspection for retainage release.
 - Release of retainage, final payment and project closeout, following one-year warranty period
 - Meetings and communications with the Contractor, DPW staff and other personnel during the Start-up period

Task 4 – Record Drawings

- Prepare record drawings to reflect recorded changes in construction.
- A total of two (2) sets of record drawings will be provided.
- Provide the Town with an electronic copy of the record drawings (PDF and DXF).
- Provide tie sheets (water & drain connections).

Work by the Town

- Execution of any required easements for work outside the Town ROW (temporary or public).
- Electronic distribution of construction notices and update.

**NH Office of Highway Safety Traffic Enforcement Patrols & Equipment Grant
Application and Grant Agreement Addendum**



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

Suggested Motion:

To approve Exeter Police Department's Application for the FFY26 NH Office of Highway Safety Traffic Enforcement Patrols & Equipment Grant Application as presented in the amount of \$10,900.00, and the amended grant terms as presented in the Grant Agreement Amendment Notice for an adjusted total grant limitation of \$16,610.50; and to authorize the Town Manager or their Designee to sign the Agreement and Amendment.

NHOHS Traffic Enforcement Patrols Grant Application

General Information

26-058

The grant awards below represent the **maximum award amounts** for each project that your agency has qualified for. These maximum award amounts have been determined by data driven calculations specific to your community. Please complete the requested information below in the blue boxes and blue boxes with **drop-downs**.

PROJECT	GRANT AMOUNT
SPEED	\$2,900.00
DUI	\$2,700.00
DISTRACTED DRIVING	\$1,600.00
PEDESTRIAN BICYCLE	\$0.00
MOBILIZATIONS	\$3,700.00
COB	\$0.00
TOTAL GRANT AMT	\$10,900.00

Agency Name	EXETER POLICE DEPARTMENT		
Agency Address	20 Court St. Exeter, NH 03833		
Police Chief's Name	Stephan Poulin		
Police Chief's E-Mail	spoulin@exeternh.gov		
Grant Point of Contact	Lt. Devin West		
Grant Contact Phone	603-773-6140		
Grant Contact Email	dwest@exeternh.gov		
UEI Number & SAMS Exp. Date (screenshot must be provided)	Y7KKYN9JFBK1	APRIL	23 2026
Community Population	16,500		
Total Sworn LEO's in Department	26		
Number of LEO's Available to Participate in Grant Patrols	26		
Do you accept the maximum award amounts offered above?	YES		
Please indicate project and lesser amount desired or decline.	SPEED	\$2,900.00	
Please indicate project and lesser amount desired or decline.	DUI	\$2,700.00	
Please indicate project and lesser amount desired or decline.	DISTRACTED DRIVING	\$1,600.00	
Please indicate project and lesser amount desired or decline.	PEDESTRIAN BICYCLE	\$0.00	
Please indicate project and lesser amount desired or decline.	MOBILIZATIONS	\$3,700.00	
Please indicate project and lesser amount desired or decline.	COB	\$0.00	
Maximum aggregate match for all awards	\$2,725.00		

NHOHS Traffic Enforcement Patrols Grant Application

Historical Data

	CALENDAR YEAR		
	2022	2023	2024
<u>Fatalities</u>			
<i>Total Fatalities</i>	0	1	2
<u>Serious Bodily Injuries</u>			
<i>Total Bodily Injuries</i>	35	48	42
<u>Crashes</u>			
<i>Total Crashes</i>	285	261	265

Please enter in the calendar year data into the chart above. This should be based on the statistical data obtained through your **CAD/RMS** for your department, below identify your specific traffic safety problem(s) as well as a brief summary of how you plan to address these issues utilizing each grant project you have been awarded. On the next **TAB** you will outline your goals and objectives toward addressing your community's problem(s).

Problem Statement

As with previous years, the Town of Exeter is seeing a lot of crashes. Although injuries went down, we increased from FY23 to FY24. Speed and distraction seem to be the main reasons for the accidents in town and we continue to receive complaints from residents in town.

Proposed Solution

We will continue to use our stealth radar to identify the problem areas in town and to verify or dispell citizen complaints. With the grant funding, we can have a dedicated officer on the road in those problem areas. With the increased enforcement, motorists will know that we are out there and will slow down in the future.

NHOHS Traffic Enforcement Patrols Grant Application

Goals and Objectives

This page gives you the opportunity to enter **goals** and **objectives** for the upcoming grant year(s). While the ultimate goal of these grants is to reduce crashes, fatalities and serious bodily injuries, there is also the option to select objectives that offer interim steps to reach these outcomes. * **Add a New Goal - Crash Reduction, Fatality Reduction, and Injury Reduction** sections below are mandatory to be completed before submission of application.

All departments are required to work grant funded Highway Safety Enforcement patrols during high crash times at high crash locations. DUI enforcement patrol locations should be supported by your local DUI data.

To input a goal or objective, fill out all the blue boxes for a particular goal type. In some blue boxes, a drop down menu is provided for you to select an option.

Add a New Goal

Enforcement In High Crash Locations at High Crash Times

In 2026, we plan to conduct at least 85% of our enforcement at high crash locations at high crash times.

Crash Reduction

In 2026, we plan to reduce overall crashes by 25% in our community from 265 to 199 crashes.

Fatality Reduction

In 2026, we plan to reduce amount of fatalities by 100% in our community from 2 to 0 fatalities.

Injury Reduction

In 2026, we plan to reduce the amount of injuries by 40% in our community from 42 to 25 injuries.

Add a New Objective

Enforcement

In 2026 we plan to conduct 177 hours of added salaried enforcement of speed, dui, and distracted dri enforcement operations.

Training

In 2026, we plan to increase the amount of by in our community from to 0 officers.

In 2026, we plan to send 4 officers to ARIDE training.

Collaboration and Community Engagement

In 2026, we plan to increase the amount of collaborative details with other law enforcement agencies by from to 0 .

Communications

In 2026, we plan to increase the amount of Social Media posts by 50% from 4 to 6 .

Miscellaneous Measures

In 2026, we plan to increase the pass rate of compliance checks by in our community from to 0% .

In 2026, we plan to decrease the observed average speed in one of the five identified problem location(s) by from to 0 miles per hour.

In 2026, we plan to increase our seatbelt compliance rate by from to 0% .

IMPORTANT EQUIPMENT GRANT HIGHLIGHTS

Equipment purchases of \$10,000 or more will require the approval of NHTSA to move forward.

- Purchased equipment should be installed asap and/or in use at least by July 1st to be used during Q4. Any single piece of equipment that costs \$10,000 or more must be "Buy America" compliant.
- Please note, if you are submitting an application to replace equipment previously paid for with NHTSA federal funds, please contact our office to discuss depreciation and/or end of useful life timeframe before completing application.
- Only front line cruisers used for traffic enforcement at least 50% of the time will be considered eligible for grant funded Radar/Lidar equipment.
- Equipment reimbursement requests can be submitted at any time during the Federal Fiscal Year, but no later than July 15th. The reimbursement request should include the following:
 1. Reimbursement Request Cover Letter (HS-1).
 2. Copy of the detailed equipment invoice dated no later than May 31st. (with all serial numbers)
 3. Completed Match Tracking Form (HS-22)
 4. Copy of Bank Cancelled Check front and back.
 5. Final Equipment Report (HS-8E) - for each vendor (with all serial numbers)
- *Please email a PDF copy of the actual full quote from your approved vendor with your saved excel application.

If you should have any questions regarding this application, please contact James at the NH Office of Highway Safety at 603-271-2021.

ENTER INFORMATION IN BLUE FIELDS

SPEED EQUIPMENT BUDGET INFORMATION

IMPORTANT REQUIREMENTS

NHOHS will only reimburse for **LIDAR UNITS** that have Data Logging and Following-Too-Close technology.

NHOHS will only reimburse for **MOVEABLE SPEED SIGNS** and **SPEED RADAR DISPLAY TRAILERS** along with the cost of software for the first year and that will be utilized for highway safety purposes at least **75%** of the time and be capable of collecting, and interpreting speed data which would be furnished to the Office of Highway Safety upon request.

The speed mitigation equipment that can be reimbursed under this grant:

- **IN CAR RADAR and/or LIDAR UNIT** - NHOHS will reimburse **75%** of the purchase price and the **25%** paid for by the grantee is considered hard match.
- **MOVEABLE SPEED SIGN and/or SPEED RADAR DISPLAY TRAILER** - NHOHS will reimburse **75%** of the purchase price of the MOVEABLE SPEED SIGN and SPEED RADAR DISPLAY TRAILER and the initial software for one year. The **25%** paid for by the grantee is considered hard match.

Use the interactive table below to enter your desired items and their costs. The Total Cost & NHOHS Share will automatically be calculated.

EQUIPMENT TYPE	Number of Each	Cost per item	Total Cost	NHOHS Share
IN CAR RADAR UNIT	0	0.00	0.00	0.00
LIDAR UNIT	0	0.00	0.00	0.00
MOVEABLE SPEED SIGN W/ SOFTWARE COST OF INITIAL YEAR	2	3,807.00	7,614.00	5,710.50
SPEED RADAR DISPLAY TRAILER W/ SOFTWARE COST OF INITIAL YEAR	0	0.00	0.00	0.00
TRAFFIC DATA RECORDING DEVICE	0	0.00	0.00	0.00
TOTALS			7,614.00	5,710.50

*Please email a PDF copy of the actual full quote from your approved v

STALKER radar

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett
+1-972-801-4886
chrstf@e-concepts.com

Reg Sales Mgr: Dan Doyle
972-398-3780
dand@stalkerradar.com

QUOTE
#2106920

Page 1 of 2

Date: 06/16/25

Effective From : 06/16/2025

Valid Through: 09/14/2025

Lead Time: 45 working days

Bill To: Exeter Police Department 20 Court St Exeter, NH 03833-2729	Customer ID: P16890 Accounts Payable	Ship To: Exeter Police Department 20 Court St Exeter, NH 03833-2729	FedEx Ground *Lieutenant Devin West
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	636-0012-00	PMG 12 Inch Display with Traffic Analyst	24	\$3,540.00	\$7,080.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	1	2	200-1312-00	12"PMG w/Traffic Analyst, configured with:		\$0.00
	2	2	035-0002-22	12" PMG Shipping Box		\$0.00
	3	8	035-0002-20	PMG Corner Packing Foam		\$0.00
	4	2	060-1000-24	24-Month Warranty		\$0.00
	5	2	006-0076-00	PMG Installation Guide		\$0.00
	6	2	200-1206-00	12" PMG Speed Display		\$0.00
	7	2	200-5500-12	12" PMG Controller, Normal Speed - 4G/Standalone		\$0.00
	8	2	200-1206-10	12" PMG Bazel, White		\$0.00
	9	2	200-1338-10	12" PMG Display - Amber LED, Red/Blue Strobes		\$0.00
	10	2	200-1206-50*	No Flash Selected		\$0.00
	11	2	200-1206-55	12" PMG Pole Mount, 2-Part		\$0.00
	12	2	047-1000-00	PMG Power Cover (1 per side)		\$0.00
	13	2	200-1395-01	PMG Backpack - SLA w/Solar		\$0.00
	14	2	047-1003-00	PMG Power Cover Plate		\$0.00
	15	2	200-1559-00	12" PMG w/Backpack - Dual USB-V2		\$0.00
	16	2	200-1206-70	PMG Short-Range Wireless Module		\$0.00
	17	2	200-1206-08	PMG Expanded Memory Option, 8GB		\$0.00
	18	2	200-1330-50	PMG 50W Solar Power Package		\$0.00
	19	2	200-1419-00	Battery Backpack Solar Option Kit - Factory		\$0.00
	20	2	200-1206-79	Yellow YOUR SPEED Sign Kit, Top Mount		\$0.00
Group Total						\$7,080.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1		Selected Accessories	0		\$0.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	21	4	200-1397-00	PMG Backpack Battery Kit - SLA 22Ah w/Wiring	\$267.00	\$1,068.00
ONLY ALLOWED FOR 2 BATTERY KITS - SCF					Group Total	\$1,068.00

ONLY ALLOWED FOR 2 BATTERY KITS - SCF

** Continued on Next Page **

endor with your saved excel application.

STALKER radar

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett
+1-972-801-4866
christ@ac-concepts.com

Reg Sales Mgr: Dan Doyle
972-398-3780
dand@stalkerradar.com

QUOTE
#2106920

Page 2 of 2

Date: 06/16/25

Effective From : 06/16/2025

Valid Through: 09/14/2025

Lead Time: 45 working days

Bill To:
Exeter Police Department
20 Court St
Exeter, NH 03833-2729

Customer ID: P16890
Accounts Payable

Ship To:
Exeter Police Department
20 Court St
Exeter, NH 03833-2729

FedEx Ground
*Lieutenant Devin West

Product	\$8,148.00	Sub-Total:	\$8,148.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$219.00
		Total: USD	\$8,367.00

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

$$\text{\$267.00} \times 2 = \text{\$534.00}$$

$$\text{\$7,080.00} + \text{\$534.00} = \text{\$7,614.00}$$



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Eddie Edwards, Assistant Commissioner
Steven R. Lavoie, Assistant Commissioner

Office of Highway Safety

John A. Clegg, Program Manager



GRANT AGREEMENT AMENDMENT NOTICE

Attn: Chief Stephan Poulin

Exeter Police Department

20 Court St

Exeter, NH 03833

Date: 07/21/2025

Grant Agreement Title/Number: EXETER PD HIGHWAY SAFETY GRANT 26-058

The NH Office of Highway Safety is amending your FFY26 original award amount from \$10,900.00 To \$16,610.50.

Upon your acceptance of this amendment, it shall be attached to and made a part of your department's current Federal Fiscal Year's grant agreement. Please refer to your Grant Agreement and Scopes of Work for any requirements, which will also apply to this amendment.

Adjustments:

Additional Project & Funds Awarded	Adjustment	Match Requirement
2 Moveable Speed Signs w/Software Cost of Initial Year	\$ 5,710.50	\$ 1,903.50
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total	\$ 5,710.50	\$ 1,903.50

Comments: Scope of Work Attached

Signature and Title of Subrecipient 1 _____ Date _____

Signature and Title of Subrecipient 2 _____ Date _____

Signature and Title of Subrecipient 3 _____ Date _____

Acknowledgment: State of New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared the person(s) identified above, known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) signed above, and acknowledged that he/she executed this document in the capacity indicated above.

Name, Title & Signature of Notary Public or Justice of the Peace

Robert L. Quinn, Commissioner, or Designee
NH Department of Safety

Date

Approval by Attorney General (Form, Substance and Execution) (if G & C approval required By: _____
Assistant Attorney General, On: _____.

Scope of Work

Speed Enforcement Equipment

NOTE: All equipment that is \$10,000.00 or more individually must meet the "BUY AMERICA" requirement and receive prior written approval from the National Highway Traffic Safety Administration (NHTSA) before it can be purchased. The Office of Highway Safety shall be under no obligation to provide reimbursement to a grantee for equipment purchased outside of these requirements.

Purchased equipment must be installed and in use by July 1st for use in Quarter 4.

All equipment must be invoiced by May 31st. Equipment Reimbursements must be submitted no later than July 15th.

***Attorney General Final written approval must be given prior to purchase of equipment.**

EQUIPMENT AWARDED IS INDICATED BY AN "X" NEXT TO THE PROJECT

- Speed enforcement equipment grants available to current patrol enforcement grantees only.
- Funded patrol enforcement grants must be conducted in order to obtain current speed enforcement equipment:

Speed Radar Display Trailer W/ Statistical Software and Costs of Initial Year

X Movable Radar Speed Display Sign W/ Statistical Software and Costs of Initial Year

Handheld LiDAR Unit

In Car Radar Unit

Traffic Data Recording Device W/ Statistical Software and Costs of Initial Year

- Speed Enforcement Equipment shall be reimbursed at 75%.

Other Important Requirements

- Agencies shall follow all internal standard operating procedures in obtaining vendor quotes prior to submission of the OHS equipment grant application. Once a quote and vendor have been agency approved and submitted to the OHS, quotes/vendors shall not be changed.
- It is required that a speed enforcement effort be conducted in problem areas identified by data produced by radar trailers and or radar display signs. Departments shall contact the NHDOT for approval and follow the NHDOT work instructions document "Guideline for The Use of Driver Feedback Radar Devices (DFRD)"
- Speed Radar Display Trailers and Movable Radar Speed display signs shall include data collection software so that data can be viewed to address problem areas. Grantees agree to maintain software license after initial equipment purchased. Data collected from equipment shall be submitted to the Office of Highway Safety upon request.
- At the request of the New Hampshire Office of Highway Safety, Speed Radar Display Trailers and display signs, will be utilized during national or state mobilization efforts for highway safety messaging. Please obtain a photo showing placement for a specific location.
- Speed display signs shall be movable and not permanently fixed (i.e. permanently secured to a pole, etc.) to help address problem areas occurring on roads traversing through the community.
- Speed radar trailers and signs shall be moved regularly within the community to address areas of highway safety concern.
- Handheld LiDAR and in car radar equipment must only be used by those officers trained and certified in the use of such equipment.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:

GENERAL PROVISIONS

Grant Agreement Title: Exeter PD Highway Safety Grant **Grant Agreement #:** 26-058

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name Exeter Police Department		1.4. Subrecipient Address 20 Court St Exeter, NH 03833	
Chief of Police Name: Stephan Poulin Grant Contact Name: Lt Devin West		Chief of Police email: spoulin@exeternh.gov Grant Contact's email: dwest@exeternh.gov	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) Town Government		1.4.2 UEI # Y7KKYN9JFBK1 Exp Date: 04/23/2026 <input checked="" type="checkbox"/> Verified UEI screen shot is valid - Date Stamped	
1.5. Subrecipient Phone # 603-773-6140	1.6. Effective Date 10/01/2025	1.7. Completion Date 09/30/2026	1.8. Grant Limitation \$ 10,900.00 <small>(Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))</small>
1.9. Grant Officer for State Agency James Gilbert/Stephen Fisher		1.10. State Agency Telephone Number 603-271-2021/603-271-6708	
"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." "RSA Chapter 37 - Chairman of Selectmen, Town Manager, Mayor, County Commissioners.			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14 State Agency Signature 1 X _____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner - or Designee NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. 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"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient 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 1.17), or upon signature by the State Agency as shown in block 1.15.

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 A, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT A, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, 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, performed, who exercises any functions or responsibilities in the review or 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 Subrecipient 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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.

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 entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST** No officer, member or employee of the Subrecipient, 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.

14. **SUBRECIPIENT'S RELATION TO THE STATE** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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.

15. **ASSIGNMENT AND SUBCONTRACTS** The Subrecipient 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 Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.

16. **INDEMNIFICATION** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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.

17. INSURANCE AND BOND

17.1. The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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 Subrecipient.

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.

SPECIAL PROVISIONS

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> .
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (*entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex);

- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ [2 CFR 200.216](#) Prohibition on certain telecommunications and video surveillance services or equipment.

§ [2 CFR 200.317](#) Procurements by states.

§ [2 CFR 200.318](#) General procurement standards.

§ [2 CFR 200.319](#) Competition.

§ [2 CFR 200.320](#) Methods of procurement to be followed.

§ [2 CFR 200.321](#) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ [2 CFR 200.322](#) Domestic preferences for procurements.

§ [2 CFR 200.323](#) Procurement of recovered materials.

§ [2 CFR 200.340](#) Termination.

§ [2 CFR 200.414](#) Indirect (F&A) costs.

[Appendix II to Part 200](#) - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

EXHIBIT B
SCOPES OF WORK & PERFORMANCE MEASURES

Scope of Work
Speed Enforcement

Year over year, among other factors, speed is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. To have the greatest impact, among other areas of enforcement, local law enforcement should utilize Speed Enforcement funding in focused efforts to enforce speed limits in areas where state and local data identifies the locations, days and times that speed violations and crashes are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as days and times of the Speed Enforcement overtime patrols shall support the problem statement identified in the grant application.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol, as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers/Deputies shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funded efforts, patrols must consist of **one grant-funded Officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts, in both location and area of enforcement, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B

Scope of Work

DUI Enforcement

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, local law enforcement should utilize Impaired Driving Enforcement funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- *DUI Enforcement patrols including DUI Saturation patrols should be no less than **4 hours**, and no more than **6 hours** in duration. These hours shall be run consecutively without interruption.*
- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- With **written**, pre-approval from the Office of Highway Safety, Officers may conduct 6-hour Sobriety Check Points.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B

Scope of Work

Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing **New Hampshire's Hands-Free Electronic Device Law**. Patrols should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving patrols should be no more than 4-hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officer per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. **Note:** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
Seatbelt Mobilization

This **Seatbelt Mobilization** coincides with the National “Click It or Ticket” campaign. In NH the purpose of this Seatbelt mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts.

- This mobilization is required to be conducted during the following timeframe: **Monday May 11, 2026 – Sunday May 31, 2026. At least 4 hours of Occupant Protection enforcement to be conducted starting on the KICKOFF date through Monday May 11, 2026.**
- It is highly recommended that Officers/Deputies conducting the Seatbelt Mobilization complete an Online training course; “Occupant Protection/Child Passenger”, sponsored by Police Standards and Training.
- Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (PAR). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers/Deputies shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Police Department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer/Deputy per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officers/Deputies per cruiser when utilizing a spotter (one Officer/Deputy in the cruiser and one Officer/Deputy outside the cruiser) when conducting strategic Occupant Protection enforcement patrols. **Note:** When using a spotter technique, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
IMPAIRED DRIVING MOBILIZATION

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, local law enforcement should utilize Impaired Driving Mobilization funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring and where the greatest likelihood of finding impaired drivers exists. For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".

Note: Only unspent funds from the first Impaired Driving Mobilization campaign may be rolled over to the second Impaired Driving Mobilization campaign or vice versa. Please e-mail your Field Representative at HWYSAFETYMAIL@dos.nh.gov, in advance, if a mobilization effort will not be conducted.

- Participation in these **TWO** national **IMPAIRED DRIVING MOBILIZATIONS** is required to be conducted during the following timeframes:

***First Mobilization:** Wednesday December 10, 2025 – Thursday January 01, 2026. Should be no less than 4 hours, and no more than 6 hours in duration of Impaired Driving enforcement per Department to be conducted starting on the **KICKOFF** date through Thursday January 01, 2026.*

***Second Mobilization:** Wednesday August 19, 2026 – Tuesday September 1, 2026. Should be no less than 4 hours, and no more than 6 hours in duration of Impaired Driving enforcement per Department to be conducted starting on the **KICKOFF** date through Wednesday August 19, 2026.*
- **IMPAIRED DRIVING MOBILIZATION** patrols should be no less than 4 hours, and no more than **6 hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- With written approval from the NH Office of Highway Safety, Officers may conduct 6-hour Sobriety Check Points.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
Distracted Driving Mobilization

Distracted Driving Mobilization enforcement patrols should focus on enforcing **New Hampshire's Hands-Free Electronic Device Law**, as well as other activities that occur behind the wheel that cause the driver to be distracted. Officers should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- This mobilization is required to be conducted during the following timeframe: ***Monday April 06, 2026 – Monday April 13, 2026. At least 4 hours of Distracted Driving mobilization enforcement per department to be conducted starting on the KICKOFF date through Monday April 13, 2026.***
- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officers per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. **Note:** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B - cont.
Performance Measures
Enforcement Patrols

Speed Enforcement: In the FFY, in an effort to help reduce Speed related serious injury and fatal crashes within our patrol areas, we plan to increase the number of grants funded four (4) hour Speed patrols by 2%. Additionally, we plan to increase total vehicle stops by 2% in the FFY, and by also increasing speed summons by 2% in the FFY. Through this effort we expect to increase speed specific enforcement under this project by 2% in the FFY.

DUI Enforcement: In the FFY, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas, we plan to increase the number of grants funded six (6) hour DUI patrols by 2%. We plan to increase the number vehicle stops made in the FFY by 2%, with an increase in the number of patrols in the FFY which we expect to result in a 2% increase in DUI arrests, thus producing a DUI arrest rate increase by 2%.

Distracted Driving Enforcement: In the FFY, in an effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas, we will increase the number of grants funded four (4) hour Distracted Driving patrols by 2%. Additionally, we plan to increase total vehicle stops by 2% in the FFY, and also by increasing distracted driving summons by 2% in the FFY. Through this effort we expect to increase distracted driving specific enforcement under this project by 2% in the FFY.

Pedestrian Bicycle Enforcement: In the FFY, in an effort to help increase Pedestrian/Bicycle public awareness and safety and reduce Ped/Bike serious injury and fatal crashes within our jurisdictional patrol areas, we plan to increase the number of grants funded four (4) hour Ped/Bike patrols by 2%, during which we expect to make a 2% increase in Ped/Bike contacts. Additionally, we plan to increase total stops by 2% in the FFY, and by increasing these stops for Ped/Bike violations, summons will increase by 2% in the FFY. Through this effort we expect to increase Ped/Bike specific enforcement under this project by 2% in the FFY.

Seatbelt Mobilization: In the FFY, in an effort to help increase occupant protection public awareness and reduce unbelted fatalities and serious injuries among our youth within our jurisdictional patrol areas, we will conduct the Seatbelt Mobilization enforcement effort, to coincide with the national "Click It Or Ticket" campaign. During this High Visibility Enforcement effort, we plan to increase the number of grants funded four (4) hour Seatbelt Mobilization patrols by 2% in the FFY and increase the number of vehicles visually checked for child restraint law violations by 2% in the FFY. Additionally, we plan to increase the total number of vehicles stops and increase Occupant Protection stops by 2% in the FFY.

Impaired Driving Mobilization: In the FFY, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas. During these two High Visibility Enforcement impaired driving campaigns, we plan to increase the number of grants funded six (6) hour Impaired Driving patrols by 2%. We plan to increase the number vehicle stops made in the FFY by 2%, with an increase in the number of patrols in the FFY which we expect to result in a 2% increase in DUI arrests, thus producing a DUI arrest rate increase by 2%.

Distracted Driving Mobilization: In the FFY, in a further effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas. During this High Visibility Enforcement effort, we plan to increase the number of grants funded four (4) distracted driving mobilization patrols by 2% in the FFY. Additionally, we plan to increase the total number of Distracted Driving/Mobile Electronic Device vehicle stops by 2% in the FFY. Through this effort we expect to increase distracted driving specific enforcement under this project by 2% in the FFY.

Crash Reduction: Through the initiatives above we hope to realize a 2% reduction in the number Fatal, Serious Injury and total Crashes from the previous calendar year.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B – cont.
GRANT REQUIREMENTS AND INFORMATION

- Officers/Deputies funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the Trooper's presence, in the case of response to a Trooper/officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers/Deputies may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summonses in pursuance of the department's obligation associated with the grant.
- If an Officer/Deputy makes an arrest during the patrol shift but does not complete the arrest before the shift is scheduled to end, the Officer/Deputy can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An Officer/Deputy who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e., crash, domestic dispute, criminal complaint, etc.), must **not** count such hours as hours worked on a Highway Safety Grant.
- Officers/Deputies will be reimbursed at an overtime rate of pay as established by their departments policies for hours worked during the enforcement patrols. Part-time Officer/Deputy will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (PAR) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the (PAR) Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own (PARS) Patrol Activity Reports or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (PAR).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.
- Please E-mail your NH Highway Safety NHOHS Field Representative/Law Enforcement Liaison, *in advance*, if a mobilization effort cannot be conducted or if there are any other issues of concern @ hwysafetymail@dos.nh.gov
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

OTHER PROVISION - NH OFFICE OF HIGHWAY SAFETY

- In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT C
Terms of Payment
Payment, Reimbursement Schedule, and Required Paperwork

- The Subrecipient agrees that the total payment by the State under this grant agreement within the Exhibit A.
- It is understood that all patrols will be conducted on an overtime basis. Part-time officers will be paid at their normal hourly rate.
- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
 1. **January 15th** for October-December (Quarter 1)
 2. **April 15th** for January-March (Quarter 2)
 3. **July 15th** for April-June (Quarter 3)
 4. **October 15th** for July-September (Quarter 4)
- See link for all the required forms - <https://www.nh.gov/hsafety/publications/index.htm>
- Over-Time enforcement patrol reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Overtime Payroll Reimbursement Form (HS-20) for each project;
 3. Match Tracking Form (HS-22) for each project;
 4. Quarterly Summary Report (QSR) for each project;
 5. Patrol Activity Reports (PAR) for each project.
- Equipment reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Copy of the detailed equipment paid invoice (with all Serial #'s);
 3. Match Tracking Form (HS-22);
 4. Copy of bank canceled check(s) front and back; and
 5. Final Equipment Report (HS-8E) for each vendor (with all Serial #'s included)
- Over-Time COB Grant reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. COB Grant Activity Overtime Payroll Reimbursement Form (HS-20) found within COB Grant Excel Workbook;
 3. COB Grant Activity Match Tracking Form (HS-22) found within COB Grant Excel Workbook;
 4. COB Grant Excel Workbook File updated with quarterly COB activity and related expenses.
 5. Copies of all COB Grant related invoices and/or receipts.
- If no enforcement patrols took place during the quarter, you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.
- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.
- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash drawdowns by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

EXHIBIT C – continued

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
 - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* -** These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
 - eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

EXHIBIT C

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT	\$2,900.00	\$725.00
DUI ENFORCEMENT	\$2,700.00	\$675.00
DISTRACTED DRIVING ENFORCEMENT	\$1,600.00	\$400.00
PEDESTRIAN BICYCLE ENFORCEMENT	\$0.00	\$0.00
SEATBELT MOBILIZATION	\$850.00	\$212.50
IMPAIRED DRIVING MOBILIZATION	\$2,000.00	\$500.00
DISTRACTED DRIVING MOBILIZATION	\$850.00	\$212.50
E-CRASH EQUIPMENT(MDT)	\$0.00	\$0.00
E-CRASH EQUIPMENT (Printers/Ext. Scanners/Ext. Receivers/Hardware Firewall/CAD-RMS Software)	\$0.00	\$0.00
SPEED EQUIPMENT	\$0.00	\$0.00
C.A.R. EQUIPMENT	\$0.00	\$0.00
C.A.R. TRAINING	\$0.00	\$0.00
EMERGENCY MEDICAL SERVICES	\$0.00	\$0.00
Community Outreach & Betterment (COB) Grant	\$0.00	\$0.00
Total Total amount Federal funds obligated to the subrecipient. (2 CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).	\$ 10,900.00	\$2,725.00

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 220 Binney St. 9th FL, Cambridge, MA 02142	
Budget period (new) –	10/01/2025 to 09/30/2026
Is This a Research and Development Project: NO	Is Indirect Costs Applicable to This Grant <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

EXHIBIT C - continued**Project Titles, PSP & Task, ALN, and FAIN Numbers (FFY26)****SPEED ENFORCEMENT****PSP & Task** 26-02-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**DUI ENFORCEMENT****PSP & Task** 26-07-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**DISTRACTED DRIVING ENFORCEMENT****PSP & Task** 26-04-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**PEDESTRIAN BICYCLE ENFORCEMENT****PSP & Task** 26-06-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**SEATBELT MOBILIZATION****PSP & Task** 26-01-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**IMPAIRED DRIVING MOBILIZATION****PSP & Task** 26-07-11 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**DISTRACTED DRIVING MOBILIZATION****PSP & Task** 26-04-11 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**E-CRASH EQUIPMENT****PSP & Task** 26-03-06 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**SPEED EQUIPMENT****PSP & Task** 26-02-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**EMERGENCY MEDICAL SERVICES****PSP & Task** 26-10-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**COMMUNITY OUTREACH & BETTERMENT (COB) Grant****PSP & Task** 26-09-03 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number (Subaward):** 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

Tax Interest Refund Request



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

MEMORANDUM

TO: Select Board

DATE: July 25, 2025

**FROM: Donna Bennett
Deputy Tax Collector**

RE: Tax Interest Refund Request

Please see the attached email from Corey Plumb at Unitil Energy Systems requesting a tax interest fee refund in the amount of \$782.32.

Unitil mailed 3 checks for 3 subsidiaries that own property in Exeter, but the checks were not received by the Exeter Tax Collections Department.

Unitil then paid tax (check #229711 \$278,733.00) and interest (check # 229710 \$782.32) via overnight mail which was received on 7/22/25.

Unitil is requesting the Select Board approve a refund of the 2 interest fees totaling \$782.32 which are unable to be waived by the Deputy Tax Collector. (The other 4 parcels' interest totaled \$11.87 and were waived by the Deputy Tax Collector.)

Thank you.

SUGGESTED MOTION:

Move to refund the tax interest fee in the amount of \$782.32 for Unitil Energy Systems for properties 51-11 (\$600.61) and 46-3 (\$181.71).

DB/pam



Pam McElroy <pmcelroy@exeternh.gov>

FW: Unitil Bills unpaid

2 messages

Plumb, Corey <plumbc@unitil.com>

Fri, Jul 25, 2025 at 10:42 AM

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

Cc: Donna Bennett <dbennett@exeternh.gov>

Good morning,

I am reaching out to request a refund of the interest amount paid on two of our property tax installments for Unitil Energy Systems. Our company had mailed in three checks together for all three of our subsidiaries that own property in Exeter and the Unitil Energy Systems check was lost. As a result we believe we should be refunded the \$782.32 of interest displayed on the two attached parcels that was not able to be waived originally. Please let me know if there is any additional information I can provide

Thank you,

Corey Plumb

(He, Him, His)

Tax Accountant



6 Liberty Lane West
Hampton, NH 03842

T 603.227.4590



From: Donna Bennett <dbennett@exeternh.gov>

Sent: Monday, July 14, 2025 3:43 PM

To: Plumb, Corey <plumbc@unitil.com>

Subject: Unitil Bills unpaid

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Hi Corey,

As discussed, I am attaching a copy of the statements for the bills under Unitil Energy Systems, Inc. that have not been paid yet.

The last person who requested interest to be waived had to pay the bills first, and then request the interest to be refunded. If you can get a check here by the end of this week I am able to waive all but 2 of the properties. The interest on the other two properties 46-3 and 51-11 would almost double if you wait until the next board meeting to see if they'll waive it before it's paid.

My suggestion is to send a check as soon as possible, and pay the bills as of today's date. The interest total I cannot waive is \$782.32. The total due is \$279,515.32, the interest you would request a refund for is \$782.32, and you would request it from the Board of Selectmen, C/o Acting Town Manager Melissa Roy and Pam McElroy [10 Front St. Exeter NH](#). Or you can email your request to: PMcElroy@exeternh.gov. She'll get it next week to put on the agenda for the July 28th meeting.

Of course, please check your bank and make sure the original check has not been cashed.

Donna Bennett

Certified Deputy Tax Collector


Town of Exeter


[10 Front St.](#)

[Exeter, NH 03833](#)

(603) 773-6100

2 attachments

 **46-3 unitil.pdf**
268K

 **51-11 unitil.pdf**
270K

Pam McElroy <pmcelroy@exeternh.gov>
To: "Plumb, Corey" <plumbc@unitil.com>
Cc: Donna Bennett <dbennett@exeternh.gov>

Fri, Jul 25, 2025 at 11:55 AM

Thank you Mr. Plumb.

I will forward your request to the Select Board for their 7/28/25 meeting.

Have a nice afternoon.

[Quoted text hidden]

--

Pam McElroy

Town of Exeter

Senior Executive Assistant, Town Manager's Office
603-773-6102

Town of Exeter, NH
TAX/WATER/SEWER
10 Front Street
Exeter, NH 03833
(603) 773-6118

07/22/2025 12:00PM
004135-0009

Received via overnight service

REAL ESTATE

UNITIL ENERGY SYSTEMS INC
46-3
2025 6304
Balance unpaid: \$63,772.00
UTILITY REAL ESTATE
TAX

\$181.71

\$181.71

Subtotal \$181.71
Total \$181.71

CHECK FOR TAX/WATER/SEWER \$181.71
Check Number 229710

Interest

Change due \$0.00

Paid by: UNITIL ENERGY SYSTEMS INC

Thank you for your payment

CUSTOMER COPY

Town of Exeter, NH
TAX/WATER/SEWER
10 Front Street
Exeter, NH 03833
(603) 773-6118

07/22/2025 12:01PM
004135-0010

Received via overnight service

REAL ESTATE

UNITIL ENERGY SYSTEMS INC
51-11
2025 6309
Balance unpaid: \$210,791.00
UTILITY REAL ESTATE
TAX

\$600.61

\$600.61

Subtotal \$600.61
Total \$600.61

CHECK FOR TAX/WATER/SEWER \$600.61
Check Number 229710

Interest

Change due \$0.00

Paid by: UNITIL ENERGY SYSTEMS INC

Thank you for your payment

CUSTOMER COPY

Town of Exeter, NH
TAX/WATER/SEWER
10 Front Street
Exeter, NH 03833
(603) 773-6118

07/22/2025 12:04PM
004135-0011

Received via overnight service

REAL ESTATE

UNITIL ENERGY SYSTEMS INC

51-11

2025 6309

Balance unpaid: \$0.00

UTILITY REAL ESTATE

TAX

\$210,791.00

UNITIL ENERGY SYSTEMS INC

46-3

2025 6304

Balance unpaid: \$0.00

UTILITY REAL ESTATE

TAX

\$63,772.00

UNITIL ENERGY SYSTEMS INC

72-87

2025 6305

Balance unpaid: \$0.00

UTILITY REAL ESTATE

TAX

\$1,019.00

UNITIL ENERGY SYSTEMS INC

72-88

2025 6306

Balance unpaid: \$0.00

UTILITY REAL ESTATE

TAX

\$1,131.00

• UNITIL ENERGY SYSTEMS INC

87-7

2025 6307

Balance unpaid: \$0.00

UTILITY REAL ESTATE

TAX

\$169.00

UNITIL ENERGY SYSTEMS INC

73-54

2025 6308

Balance unpaid: \$0.00

UTILITY REAL ESTATE

TAX

\$1,851.00

\$278,733.00

Subtotal

\$278,733.00

Total

\$278,733.00

CHECK FOR TAX/WATER/SEWER

\$278,733.00

Check Number 229711

Tax

Change due

\$0.00

Paid by: UNITIL ENERGY SYSTEMS INC

Town of Exeter, NH
TAX/WATER/SEWER
10 Front Street
Exeter, NH 03833
(603) 773-6118

Thank you for your payment

CUSTOMER COPY

Town of Exeter

Real Estate Tax Statement

Parcel: 46-3
Location: 30 ENERGY WAY

Owner:
UNITIL ENERGY SYSTEMS INC
6 LIBERTY LANE WEST
HAMPTON NH 03842

Status:
Total 11.700
Deferr .000
Land Valuation: 780,400
Building Valuation: 6,935,500
Exemptions: 0
Taxable Valuation: 7,715,900
Interest Per Diem: 13.98

Legal Description:

Deed Date: 08/14/2019

Book/Page: 6026/1785

Interest Date: 07/14/2025

Year	Type	Bill				
2025	RE-R	6304				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	UTIL RE TX	63,772.00	63,772.00	181.71	63,953.71	
		63,772.00	63,772.00	181.71	63,953.71	
Year Totals		63,772.00	63,772.00	181.71	63,953.71	
Grand Totals		63,772.00	63,772.00	181.71	63,953.71	

** End of Report - Generated by Donna Bennett **

Town of Exeter

Real Estate Tax Statement

Parcel: 51-11
Location: 159 PORTSMOUTH AVE

Owner:
UNITIL ENERGY SYSTEMS INC
6 LIBERTY LANE WEST
HAMPTON NH 03842

Status:
Total 1.200
Deferr .000
Land Valuation: 36,700
Building Valuation: 25,467,400
Exemptions: 0
Taxable Valuation: 25,504,100
Interest Per Diem: 46.20

Legal Description:

Deed Date: 12/02/2002

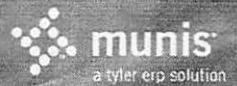
Book/Page: 3938/0701

Interest Date: 07/14/2025

Year	Type	Bill				
2025	RE-R	6309				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	UTIL RE TX	210,791.00	210,791.00	600.61	211,391.61	
		210,791.00	210,791.00	600.61	211,391.61	
Year Totals		210,791.00	210,791.00	600.61	211,391.61	
Grand Totals		210,791.00	210,791.00	600.61	211,391.61	

** End of Report - Generated by Donna Bennett **

Town of Exeter



Real Estate Tax Statement

Parcel: 46-3
Location: 30 ENERGY WAY

Owner:
UNITIL ENERGY SYSTEMS INC
6 LIBERTY LANE WEST
HAMPTON NH 03842

Status:
Total 11.700
Deferr .000
Land Valuation: 780,400
Building Valuation: 6,935,500
Exemptions: 0
Taxable Valuation: 7,715,900
Interest Per Diem: 13.98

Legal Description:

Deed Date: 08/14/2019

Book/Page: 6026/1785

Interest Date: 07/14/2025

Year	Type	Bill				
2025	RE-R	6304				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	UTIL RE TX	63,772.00	63,772.00	181.71	63,953.71	
		63,772.00	63,772.00	181.71	63,953.71	
Year Totals		63,772.00	63,772.00	181.71	63,953.71	
Grand Totals		63,772.00	63,772.00	181.71	63,953.71	

** End of Report - Generated by Donna Bennett **

181.71

UNITIL

Town of Exeter



Real Estate Tax Statement

Parcel: 51-11
Location: 159 PORTSMOUTH AVE

Owner:
UNITIL ENERGY SYSTEMS INC
6 LIBERTY LANE WEST
HAMPTON NH 03842

Status:
Total 1.200
Deferr .000
Land Valuation: 36,700
Building Valuation: 25,467,400
Exemptions: 0
Taxable Valuation: 25,504,100
Interest Per Diem: 46.20

Legal Description:

Deed Date: 12/02/2002

Book/Page: 3938/0701

Interest Date: 07/14/2025

Year	Type	Bill				
2025	RE-R	6309				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	UTIL RE TX	210,791.00	210,791.00	600.61	211,391.61	
		210,791.00	210,791.00	600.61	211,391.61	
Year Totals		210,791.00	210,791.00	600.61	211,391.61	
Grand Totals		210,791.00	210,791.00	600.61	211,391.61	

** End of Report - Generated by Donna Bennett **

600.61

Town of Exeter



Real Estate Tax Statement

Parcel: 72-87
Location: 18 RIVER ST

Owner:
UNITIL ENERGY SYSTEMS INC
6 LIBERTY LANE WEST
HAMPTON NH 03842

Status:
Square 9,147

Land Valuation: 123,300
Building Valuation: 0
Exemptions: 0
Taxable Valuation: 123,300
Interest Per Diem: 0.22

Legal Description:

Deed Date: 12/02/2002 Book/Page: 3938/0701 Interest Date: 07/14/2025

Year	Type	Bill				
2025	RE-R	6305				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	UTIL RE TX	1,019.00	1,019.00	2.90	1,021.90	
		1,019.00	1,019.00	2.90	1,021.90	
Year Totals		1,019.00	1,019.00	2.90	1,021.90	
Grand Totals		1,019.00	1,019.00	2.90	1,021.90	

** End of Report - Generated by Donna Bennett **

2.90

Town of Exeter



Real Estate Tax Statement

Parcel: 72-88
Location: 33 GILMAN LN

Owner:
UNITIL ENERGY SYSTEMS INC
6 LIBERTY LANE WEST
HAMPTON NH 03842

Status:
Square 16,988

Land Valuation: 134,400
Building Valuation: 2,400
Exemptions: 0
Taxable Valuation: 136,800
Interest Per Diem: 0.25

Legal Description:

Deed Date: 12/02/2002

Book/Page: 3938/0701

Interest Date: 07/14/2025

Year	Type	Bill				
2025	RE-R	6306				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	UTIL RE TX	1,131.00	1,131.00	3.22	1,134.22	
		1,131.00	1,131.00	3.22	1,134.22	
Year Totals		1,131.00	1,131.00	3.22	1,134.22	
Grand Totals		1,131.00	1,131.00	3.22	1,134.22	

** End of Report - Generated by Donna Bennett **

3.22

Town of Exeter



Real Estate Tax Statement

Parcel: 73-54
Location: CHARTER ST

Owner:
UNITIL ENERGY SYSTEMS INC
6 LIBERTY LANE WEST
HAMPTON NH 03842

Status:
Total 2.000
Deferr .000
Land Valuation: 223,900
Building Valuation: 0
Exemptions: 0
Taxable Valuation: 223,900
Interest Per Diem: 0.41

Legal Description:

Deed Date: 12/02/2002

Book/Page: 3938/0701

Interest Date: 07/14/2025

Year	Type	Bill				
2025	RE-R	6308				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	UTIL RE TX	1,851.00	1,851.00	5.27	1,856.27	
		1,851.00	1,851.00	5.27	1,856.27	
Year Totals		1,851.00	1,851.00	5.27	1,856.27	
Grand Totals		1,851.00	1,851.00	5.27	1,856.27	

** End of Report - Generated by Donna Bennett **

5.27

Town of Exeter



Real Estate Tax Statement

Parcel: 87-7
Location: 38 R HAMPTON RD

Owner:
UNITIL ENERGY SYSTEMS INC
6 LIBERTY LANE WEST
HAMPTON NH 03842

Status: Square 43,560
Land Valuation: 20,400
Building Valuation: 0
Exemptions: 0
Taxable Valuation: 20,400
Interest Per Diem: 0.04

Legal Description:

Deed Date: 12/02/2002 Book/Page: 3938/0701 Interest Date: 07/14/2025

Year	Type	Bill				
2025	RE-R	6307				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	UTIL RE TX	169.00	169.00	0.48	169.48	
		169.00	169.00	0.48	169.48	
Year Totals		169.00	169.00	0.48	169.48	
Grand Totals		169.00	169.00	0.48	169.48	

** End of Report - Generated by Donna Bennett **

48

Exeter Area General Federation of Women's Clubs

Yuletide Fair



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

MEMORANDUM

TO: Select Board

DATE: July 24, 2025

FROM: Pam McElroy, SEA

RE: Exeter Area General Federation
of Women's Clubs Yuletide Fair

Please see the attached letter from Mary Ryan of the Exeter Area General Federation of Women's Clubs requesting permission to place signs advertising the 46th annual Yuletide Fair at Stratham Cooperative Middle School. Smaller 21"x18" lawn signs would be in various roadside locations in the Exeter area, and a larger sign would be placed at Guinea Road and Hampton Road.

The Yuletide Fair will be held on Saturday, November 22, 2025. Signage is requested for Sunday, November 16 through Sunday, November 23, 2025.

Suggested Motion: Move to approve the Exeter Area General Federation of Women's Clubs request to place small 21"x18" signs along the roadsides in the Exeter area, as well as a larger sign at Guinea Road and Hampton Road between November 16 and November 23, 2025.



Exeter Area General Federation of Women's Clubs

PO Box 24

Exeter, NH 03833

July 21, 2025

To: Town of Exeter Selectmen

I am submitting a letter of request to the Town of Exeter for the use of signs to advertise the Exeter Area General Federation of Women's Club's Yuletide Fair that will be held at the Stratham Cooperative Middle School on Saturday, November 22, 2024. This will be the 46th year that our organization has held this event as a fundraiser.

We would like to request the use of small, framed lawn signs, measuring 21"x18" that would be placed along the roadsides in the Exeter Area. These would be put out on November 17th and removed by November 24th. We would also like to place one larger sign to advertise the event to be placed at the corner of Guinea Rd. and Hampton Rd for the same dates mentioned above.

Thank you very much for your consideration of this request. You may contact me at 617-548-6982.

Sincerely,

Mary Ryan

President and Fair Co-Chair

Exeter Area GFWC

RECEIVED

JUL 24 2025

Town Manager's Office

changed
dates
per
phone
conversation
7/24/25
12:45pm
Pame

was up \$7,000 over mid-year 2023. Human Services was 100% spent by mid-year; we made contributions to our service organizations in one-time payments rather than quarterly.

In Parks and Rec, Parks continues to work with a small labor force and relies on Contracted Services, which budget was 60% spent. Mr. Papakonstantis asked if there is saving in Contracted Services with the robots, and Mr. Stevens said it's too early to tell.

The Library budget was 57% spend by mid-year. They requested accelerated payment on the Library Services line, which is 100% paid out.

There was a Debt Service increase of \$572,000 in 2024. There is new debt related to the Westside Drive project and the solar array. There is \$60,000 in retiring debt.

The Water Fund budget was \$4.96M. Revenue was 45% of budget, and expenses were 34% of budget. Water rates increased by 15% this year. The total operating revenue was \$299,000 more than 2023, or a 15% increase. Consumption has dropped 2.6% year over year. Expenses were at 34% of budget, compared to 46% in 2023. Capital Outlay was spent in 2023 by mid-year, this year we've barely eaten into it. Water and Sewer continue to struggle with attracting job candidates. The debt service is largely paid in the 2nd half of the year. The Water Fund had a \$500,000 net surplus.

The Sewer Fund budget was \$7.5M, less than a 1% increase over 2023. Revenue was 47% of budget, and expenses were 19%. The Sewer rates increased 4% this year. Total operating revenue collected was \$110,000 more than 2023, a 3% increase. Sewer Collection dropped 3.2%. The town expects to receive a large grant toward Sewer Debt Service from the State Aid Grant. Operating expenses were 19% of budget, which is in line with historical spending. This area also had open positions. In General Sewer expenses, any differences are due to timing. Each year, Sewer operations runs a surplus. Water/Sewer Receivables were \$1.2M as of June 30.

Mr. Papakonstantis asked what we have left in ARPA funds. Mr. Stevens said we have \$42,000, with \$12,000 committed to design work in Swasey Park. The funds have to be obligated by the end of the year.

9. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

- i. Mr. Dean said there is a form sent in from the NH DRA [Department of Revenue Administration] when they observe our revaluation process. It was in line with their expectations. No action from the Board is necessary.

b. Permits & Approvals

- i. Mr. Papakonstantis said the Exeter Area General Federation of Women's Clubs requested to place small lawn signs along the roadsides in the Exeter area with a larger sign at Guinea and Hampton Road, to advertise the Yuletide Fair Saturday at Stratham Cooperative Middle School on November 23, 2024. This will be the 45th year for this event.

MOTION: Ms. Belanger moved to approve the Exeter Area General Federation of Women's Clubs request to place small 21x18" signs along the roadsides in the Exeter area as well as a larger sign at Guinea Road and Hampton Road between the dates of November 17 and November 24, 2024, advertising the Women's Clubs Yuletide Fair held at Stratham CMS held on November 23, 2024. Ms. Gilman seconded. The motion passed 5-0.

ii. ADA Compliant Curb Ramps

Mr. Dean said this is part of our ADA compliance program. It will be a project at the Library to install curb cuts and concrete ramps. The request is for \$13,740 from the ADA Capital Reserve fund.

MOTION: Ms. Belanger moved to authorize the withdrawal of \$13,740 from the ADA Capital Reserve Fund for the installation of ADA compliant curb ramps at the Exeter Public Library driveway on String Bridge. Ms. Gilman seconded. The motion passed 5-0.

iii. Overnight Parking Permits

Mr. Dean said folks will be allowed to register different vehicles on the same permit, but there will still only be one permit per applicant. Ms. Belanger asked why this would be changed. Mr. Dean said we have had situations where people come in with multiple vehicles and they'd like to be able to switch the permit. This is on Pleasant Street across from the Library. There is a lot of multi-unit housing there. There are 8 spaces, and permits are first-come first-serve. The Police Department has signed off on this. It will be a placard, not a sticker. Mr. Papakonstantis asked that this discussion be brought back on September 30.

c. Town Manager's Report

i. Correspondence includes the funding applications for COAST, TASC, and Rockingham County Meals on Wheels. We don't have a home for evaluating those requests so they're before the Board. He will be bringing funding recommendations forward later.

ii. Regarding EEE [Eastern Equine Encephalitis], we've begun adulticiding mosquitos. We're paying attention to the threat. Mr. Papakonstantis said Madison Bailey, our Health Officer, has done an excellent job of communicating on this.

iii. Exeter Public Library had an issue with their wall. The repair cost \$30,000. He met with the Director to talk about funding options. The Library is experiencing budget issues because of the wall and they've asked for assistance. This wasn't an insurable expense; it was deemed regular wear-and-tear by Primex. The Library proposed taking \$15,000 from the Maintenance Projects budget, which he would want to bring to the Board.

Ms. Belanger said she would like to know the consequence of deferring this to their next year's budget. Mr. Dean said if the Library

Town Manager Report

Select Board Committee Reports

Correspondence



Pam McElroy <pmcelroy@exeternh.gov>

Veto Update

1 message

NHMA <info@nhmunicipal.org>

Mon, Jul 21, 2025 at 2:04 PM

To: Pam McElroy <pmcelroy@exeternh.gov>



Veto Update

There is one remaining priority bill that the governor hasn't acted on, and we are asking members to **contact the governor's office and request a veto.**

SB 213: "Electioneering" by public employees

- Creates a misdemeanor-level offense for public employees who, in the performance of their official duties, act in "any way designed to influence the vote of a voter on any question or office."
- Exposes public workers to legal complaints for simply sharing information intended to educate voters and foster transparency, or even have everyday conversations about municipal operations, if a complainant believes such action had the effect of influencing a voter.
- Calls into question what information cities and towns may legally put out to educate voters, like voter guides.

Here is how to make your voice heard:

- **Email the governor's office:**
Governor: GOVERNORAYOTTE@GOVERNOR.NH.GOV
Chief of Staff: CHRISTOPHER.D.CONNELLY@GOVERNOR.NH.GOV
Senior Advisor: JOHN.F.CORBETTJR@GOVERNOR.NH.GOV
- **Submit an electronic message [here](#).**
- **Mail** a formal request on letterhead to:
Gov. Kelly Ayotte, Office of the Governor
NH State House
107 North Main Street
Concord, NH 03301
- In addition, **ask a local legislator to follow up with the governor's office** on behalf of your municipality.

On a positive note ...

The governor on July 15 vetoed **HB 475**, modifying the calculation of default budgets in SB 2 towns. This bill would have made it harder for towns to fill essential roles and worsen staffing shortages. Thank you

to everyone who reached out on this bill, and thanks to the governor for recognizing the issues with this bill. For a list of 2025 bills that have been signed into law or awaiting action by the governor, [click here](#). To view legal guidance on 2025 legislation, [click here](#).

Sincerely,
NHMA

New Hampshire Municipal Association
[25 Triangle Park Drive](#)
Concord, NH 03301
603.224.7447





TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

July 10, 2025

Governor Kelly Ayotte
Office of the Governor
NH State House
107 North Main Street
Concord, NH 03301

Dear Governor Ayotte,

Please veto HB 475 Changes to default budget calculations in SB2 towns.

I have served on the Exeter Select Board for the past 18 years. I've seen the effects of default budgets on our operations, staffing and deferred maintenance due to budget stagnation. Default budgets are attractive to voters because their property bills, not tax rate, are expected to be lower than that of the proposed fiscal year. Exeter has, in the past, proposed budgets lower than default budgets due to retirement of bonds, personnel adjustments, and investment proceeds. We are a publicly funded, operated, and transparent entity. We are obligated to maintain their health and welfare. We are not a business. We do not seek to make a profit off the backs of property taxpayers.

I am currently serving my fifth term as Representative for Exeter. I've served on the House Municipal and County Government Committee each term. Bills regarding default budgets come to us every term. Some sponsors have taken the position that default budgets should always be lower than any proposed budget, which I can refute by Exeter's example. Some bills have blatantly been a reaction to budget results in a single town. If one town is poorly managed, that problem is theirs. With the calculations in this bill, every town in New Hampshire will be managed by those special interests unsatisfied with results of one town's budget. These proposed budget calculations in this bill will harm the operations of every SB 2 town. My fellow Select Board members are concerned about the results of approving this bill.

..."by salaries and benefits of positions that were vacant before the previous year's budget was approved and have remained vacant"... Exeter is, as are many other towns, in crisis to find qualified personnel for our vacant positions. Former employees have found jobs in the private sector that offer higher wages and benefits than a public body, relying on property taxation, can afford. We have had to ask our taxpayers to approve increased appropriations these last two years for employee recruitment and retention. We will not be able to attract personnel if this proposed default calculation is adopted. We may be forced to cut positions

(raising unemployment) and we will never get them back because that would increase the next year's proposed operating budget. Some positions, particularly in water and wastewater operations, require licensing by the state. Licensing for these operations is appropriate for a governing body to fulfill its responsibility for the health and welfare of its citizens. However, if a town can't afford to pay an employee a competitive wage, it certainly can't afford to incentivize employment by subsidizing necessary educational opportunities for licensure requirements.

...and eliminated positions shall not include vacant positions under recruitment unless vacant before the previous year's approved budget was approved, as determined by the governing body of the local political subdivision... Does this calculation mean we can only advertise for an approved but vacant position for 2 years? After 2 years is that position eliminated altogether? In Exeter we have had an engineering position vacant for over 5 years. Because of the complexity of our infrastructure, this position alleviates our senior engineer from work burn out. According to this bill, the position is unnecessary.

...Any budget line item in the operating budget authorized for the previous year from which a transfer was made for any one-time expenditures shall be reduced by the amount of the transfer in the default budget. This will exclude necessary projects from being completed. There may come an increase in the cost of one-time expenditure Y due to economic trends such as inflation, supply chain delay (which may force over-time costs) or unanticipated increase in tariffs on materials. In the priority of spending a Select Board may determine Y has a higher priority than line-item X. X can be delayed a year but still needs to be done. If \$3,000 from line-item X is transferred to a one-time expenditure Y, then X, under this default calculation, will be budgeted at \$3,000 less than its actual cost in the next fiscal year.

The results of passing this bill will be a "race to the bottom" as described by Justice Louis Brandeis. Each town will compete with the next based on perceived lower tax cost. It will result in cutting jobs and services for municipalities across the state. It will reduce State revenues. Do unmaintained roads, failing water/wastewater infrastructure and understaffed police and fire departments make NH attractive to families, tourists and businesses? Is this the way we genuinely want to be competitive with other states? A race to the bottom is not the answer.

I ask you to please veto HB 475 and its harmful proposals.

Thank you for your service.

Respectfully submitted,



Representative Julie Gilman
Rockingham District 13, Exeter

Changes to Planning & Zoning Laws in 2025:

A Guide for Municipalities



July 2025

Summary of Changes Pursuant to HB 577

HB 577 (see separate guidance document)

Summary of Changes Pursuant to HB 631

HB 631 requires municipalities to allow multi-family residential development on commercially zoned land, provided, that adequate infrastructure for roads, water and sewerage systems are available to support that development. Municipalities may still restrict residential development in zones where industrial and manufacturing uses are permitted. Nevertheless, municipalities may require that the ground floor space in the commercially zone property may be required to be dedicated in whole or in part to retail or similar uses. Where an existing building is being repurposed to adaptive reuse for residential purposes, municipalities shall afford exemptions to setbacks, height or frontage of a building, provided these dimensional elements do not change. When implementing this new mandate locally, the definitions in the statute must be adhered to in determining whether the proposed use must be permitted; however, municipalities are not required to update their zoning ordinances with these definitions.

To determine whether proposed development under these statutes must be allowed, municipalities will need to understand their infrastructure capacity and whether the infrastructure is adequate to sustain proposed development.

Effective Date: July 1, 2026

Statutes Adopted: RSA 674:79; RSA 674:80

Summary of Changes Pursuant to SB 284

SB 284 prohibits municipal zoning ordinances from requiring more than one residential parking space per unit. This amendment to RSA 674:16 does not affect the power to regulate parking at land uses other than residential uses. This amendment should be presumed to mean that when

determining how much parking will be required for a residential use of land under a municipal zoning ordinance, each unit of housing can only be required to have one parking space.

Effective Date: September 13, 2025

Statute Amended: RSA 674:16, VII

Summary of Changes Pursuant to HB 457

HB 457 prohibits municipal zoning ordinances from restricting the number of occupants of any dwelling unit to less than 2 occupants per bedroom. In addition, any existing zoning ordinance that restricts the number of occupants per bedroom to less than 2 occupants can no longer be enforced by the governing body. Furthermore, municipal zoning ordinances based on the familial or non-familial relationships or marital status, occupation, employment status, or educational status, including but not limited to scholastic enrollment, or academic achievement at any level among, the occupants shall not be enforced.

Effective Date: September 13, 2025

Statute Amended: RSA 674:16 by inserting new paragraph VIII

Summary of Changes Pursuant to SB 283

SB 283 enacts new statutes, RSA 674:77 and RSA 674:78 that will require municipalities to exclude from floor-area-ratio (FAR) calculations any part of a building that is entirely or partially below ground level, including basements, cellars and sublevels. Below-grade areas may be utilized for parking, storage, mechanical spaces and additional facilities without affecting FAR calculations.

Effective Date: 60 Days after passage

Statutes Adopted: RSA 674:77 and RSA 674:78

Summary of Changes Pursuant to SB 282

SB 282 will permit residential buildings up to four floors above grade to have only one stairway under conditions to be established by the state building code review board (BCRB). Conditions must be set by the BCRB because the current state building code requires more than one stairway.

Effective Date: September 13, 2025

Statute Amended: RSA 155-A:2, XII

Summary of Changes Pursuant to SB 281

SB 281 amends RSA 674:41, by permitting the issuance of building permits on Class VI roads without requiring approval from the governing body. Instead, in order to get a building permit for erection of a building a Class VI road the applicant will need only sign and record at the registry of deeds a liability waiver acknowledging: that the municipality will not maintain the road nor provide services to any lot accessible by the road; that the municipality will not be responsible for losses or damages caused by lack of services; and, that the responsibility for such services falls solely on the applicant. Prior to the issuance of the building permit, the applicant shall prove that the lot and any buildings thereon are insurable. We recommend that select boards prepare a standard liability waiver that is used for applicants under this statute. The municipality must verify that the waiver has been recorded.

Effective Date: July 1, 2026

Statute Amended: RSA 674:41, I (c)

Summary of Changes Pursuant to HB 296

HB 296 amends RSA 674:41, building and subdivision on Class VI and Private Roads, and RSA 676:5, appeals to the Zoning Board of Adjustment. Currently, a building permit for the erection of a building on a Private Road can only be authorized by the local governing body after review and comment by the planning board. This amendment to RSA 674:41, I (d)(1) will allow as an alternative to going to the planning board for review and comment the applicant can instead establish that the private road identifies and complies with a policy adopted by the governing body. Therefore, if the governing body adopts a policy for building on private roads, and the applicant complies with that policy, then planning board input is not required.

In addition, this bill modifies the statute governing the time for appealing to the Zoning Board of Adjustment. Currently, RSA 676:5, I, states that appeals to the Zoning Board of Adjustment will be taken within a reasonable time as provided by the rules of the board. This amendment changes that appeal period to a standard 30-day period.

Effective Date: September 13, 2025

Statute Amended: RSA 674:41, I (d)(1)

Summary of Changes Pursuant to HB 92

HB 92 mandates that a Zoning Board of Adjustment member shall recuse himself or herself from voting on matters previously voted upon by the same member while serving as a member of the planning board in a quasi-judicial capacity.

Effective Date: July 23, 2025

Statute Amended: RSA 673:3 by inserting new paragraph V

Summary of Changes Pursuant to HB 413

HB 413 extends the vesting time periods that protect approved subdivision and site plans from changes in local planning and zoning regulations. Currently, approved plans are vested from subsequently enacted local zoning and planning amendments if active and substantial work commences within 24 months of approval, and the development project is substantially completed within 5 years of approval. HB 413 extends these time periods so that substantial work shall commence within 3 years of approval, and the project shall be substantially completed within 7 years of approval. The 7-year and 3-year exemption periods shall apply to any planning board approval granted on or after July 1, 2023. HB 413 also limits the authority of the Zoning Board of Adjustment or Select Board when acting as the building code board of appeals to only hearing appeals involving local amendments to the state building code or state fire code, with all other appeals shall be made to the state building code board of review. Furthermore, in matters involving a possible appeal to the Housing Appeals Board involving final decisions of a local building code board of appeals, the matter would first have to be appealed to the building code board of review and thereafter could then be appealed to the superior court or the Housing Appeals Board.

Effective Date: July 1, 2025

Statutes Amended: RSA 674:39; RSA 674:34, I; RSA 155-A:11-b; RSA 478:1-a; RSA 679:5, IV; RSA 673:3, IV.

The Revised Law on Accessory Dwelling Units - 2025 Edition

Governor Ayotte has signed House Bill 577 on July 15, 2025, relative to accessory dwelling units, substantially amending RSA 674:71 to :73.



The Revised Law

The New Basic Requirement. A municipality that adopts a zoning ordinance shall allow accessory dwelling units in all zoning districts that permit single-family dwellings. One accessory dwelling unit, **which may be either attached or detached**, shall be allowed as a matter of right, and **municipalities may no longer require either a conditional use permit or special exception for an ADU.**

Revised Definitions:

"Accessory dwelling unit" means a residential living unit that is located on a lot containing a single-family dwelling that provides independent living facilities for one or more persons, including provisions for sleeping, eating, cooking, and sanitation, on the same parcel of land as the principal dwelling unit it accompanies. Accessory dwelling units may be constructed at the same time as the principal dwelling unit.

"Attached unit" means a unit that is within or physically connected to the principal dwelling unit or completely contained within a preexisting detached structure.

"Detached unit" means a unit that is neither within nor physically connected to the principal dwelling unit, nor completely contained within a preexisting detached structure.

Effective Date. The new law took effect on July 1, 2025. (The Governor did not sign the bill until July 15, 2025.)

Where to Begin?

Does your zoning ordinance already address ADUs?

- If your zoning ordinance expressly **allows ADUs, both attached and detached, without limitation**, then you may not need to do anything, because your ordinance may already comply with the new law. However, please keep reading, because your ordinance may contain a limitation that doesn't *seem* like a limitation.
- The municipality shall allow one accessory dwelling unit without additional requirements for lot size, setbacks, aesthetic requirements, design review requirements, frontage, space limitations, or other controls beyond what would be required for a single-family dwelling without an accessory dwelling unit. However, the municipality is not required to allow more than one accessory dwelling

unit for any single-family dwelling.

- If your zoning ordinance contains no provisions pertaining to accessory dwelling units, then one accessory dwelling unit shall be deemed a permitted accessory use, as a matter of right, to any single-family dwelling in the municipality, and no municipal permits or conditions shall be required other than building permits, if required by statute.

What *Can* You Do?

Here are some of the conditions a zoning ordinance may impose:

One ADU per dwelling. A municipality is not required to allow more than one attached or detached ADU per single-family dwelling. A one-ADU limit should be stated in the ordinance if a municipality wishes to implement a limit. Of course, the municipality may allow more than one ADU per principal dwelling unit, if it chooses.

ADU's may be prohibited for multi-family uses, or on rented or leased land. The municipality may prohibit accessory dwelling units associated with multiple single-family dwellings attached to each other, such as townhouses. The municipality may prohibit accessory dwelling units associated with rented or leased land.

Sale of an ADU through condominium conveyance is prohibited. Subsequent condominium conveyance of any accessory dwelling unit separate from the principal dwelling unit shall be prohibited, notwithstanding the provisions of RSA 356-B:5, unless allowed by the municipality.

Attached ADU's - manner of access. Attached accessory dwelling units shall have either an independent means of ingress and egress or ingress and egress through a common space shared with the principal dwelling. However, the municipality shall not limit the choice of ingress and egress.

Owner occupancy. The ordinance may require owner occupancy of either the principal or the accessory dwelling unit, but it cannot specify which unit the owner must occupy. A municipality may require that the owner demonstrate that one of the units is his or her principal place of residence, and the municipality may establish reasonable regulations to enforce such a requirement.

Combined principal dwelling & ADU shall otherwise comply with municipal zoning regulations. Any municipal regulation applicable to single-family dwellings shall also apply to the combination of a principal dwelling unit and an accessory dwelling unit, including but not limited to lot coverage standards and standards for maximum occupancy per bedroom consistent with policy adopted by the United States Department of Housing and Urban Development, provided that such municipal regulations shall not be more restrictive for accessory dwelling units than for any single-family use in the same zoning district.

Aesthetic Standards. A municipality may apply aesthetic standards to accessory dwelling units only if it has also applied such standards to the principal dwelling unit.

Minimum and maximum sizes. The ordinance may establish size limits for ADUs, but it may not limit an ADU to less than 750 square feet. The total living space of the accessory dwelling unit shall not exceed 950 square feet unless otherwise authorized by the municipality.

NHMA *The Revised Law on Accessory Dwelling Units 2025*

What *Can't* You Do?

Here are some conditions that the ordinance may not impose:

Septic system/wastewater requirements/water supply. The municipality may not impose greater requirements for a septic system for a single-family home with an accessory dwelling unit than is required by the Department of Environmental Services. The applicant for a permit to construct an accessory dwelling unit shall make adequate provisions for water supply and sewage disposal for the accessory dwelling unit in accordance with RSA 485-A:38, but separate systems shall not be required for the principal and accessory dwelling units. Prior to constructing an accessory dwelling unit, an application for approval for a sewage disposal system shall be submitted in accordance with RSA 485-A as applicable. The approved sewage disposal system shall be installed if the existing system has not received construction approval and approval to operate under current rules or predecessor rules, or the system fails or otherwise needs to be repaired or replaced.

Parking. Only if existing municipal regulations impose off-street parking requirements for the principal dwelling unit can the municipality require up to one additional parking space for each accessory dwelling unit. Required parking spaces may be provided either on-site or at a legally dedicated off-site location, at the property owner's discretion.

Familial Relationships. A municipality "may not require a familial relationship between the occupants of an accessory dwelling unit and the occupants of a principal dwelling unit." Some municipalities have this restriction built into their existing ADU definition; that will need to change.

Bedroom limit. A municipality "may not limit an accessory dwelling unit to only one bedroom." This means, of course, that it may impose a *two*-bedroom limit.

Electric Service. A municipality shall not deny the establishment of a separate electrical panel and separate electrical service for the accessory dwelling unit.

What *Must* You Do?

The ordinance shall permit the following:

ADU in Nonconforming Structures. A municipality shall allow accessory dwelling units to be converted from existing structures, including but not limited to detached garages, regardless of whether such structures violate current dimensional requirements for setbacks or lot coverage.

Guidance on HB 230

Amendment to Health Officer Authority



[HB 230](#), which goes into effect on August 1, 2025, modifies the language of RSA 147:1 by removing the language “and such other regulations relating to the public health.” The statute will now read, “The health officers of towns may make regulations for the prevention and removal of nuisances...” This raises a question of whether this change to the language of the statute alters the ability of local health officers to make regulations. Unfortunately, the statute does not include a definition of the term “nuisance” despite the fact that this term is used throughout Chapter 147. Without a statutory definition, it is unclear what the legal difference is between the term “nuisance” and “other regulations relating to the public health.”

Throughout RSA Chapter 147, the term “nuisance” is used several more times and is almost always coupled with the term “public health.” Here are a few examples:

147:3 Investigations and Complaints. – Health officers of towns, and each of them, shall inquire into all nuisances and other causes of danger to the public health...

147:4 Removal, Notice. – The health officers may notify the owner or occupant of any building, vessel, premises, or property to remove or destroy any nuisance or other thing therein deemed by them, on examination, to be injurious to the public health...

147:10 Nuisances; When; Regulations. – No privy, toilet, sink, drain, cesspool, septic tank, or the discharges from such facilities, and no pen or sty for swine, shall be erected or continued in such place or condition as, in the judgment of the health officers, to be a nuisance or injurious to the public health...

It would appear from how the term “nuisance” is used throughout the statute that it is synonymous with something that is related to public health, or perhaps even inclusive of public health concerns while also expanding beyond issues solely related to public health. When a statute fails to provide a statutory definition of a term or word, we generally turn to either a dictionary definition of that word or we look for a judicial interpretation through case law.

To start, the dictionary definition of “nuisance” is as follows: 1. An obnoxious or annoying person, thing, condition, practice, etc. and 2. Something offensive or annoying to individuals or to the

community, especially in violation of their legal rights.¹ While this definition provides some context, the term nuisance has long been used in a legal context, and a legal definition of the term, derived from case law, may be more relevant. In the law, the term nuisance has generally been bifurcated into two categories: public or private nuisance. The New Hampshire Supreme Court has cited these definitions as follows:

Prior decisions of this court make it clear that a private nuisance may be defined as an activity which results in an unreasonable interference with the use and enjoyment of another's property. *See Webb v. Rye*, 108 N.H. 147, 230 A.2d 223 (1967); *Urie v. Franconia Paper Co.*, 107 N.H. 131, 218 A.2d 360 (1966); *Proulx v. Keene*, 102 N.H. 427, 158 A.2d 455 (1960); *Lane v. Concord*, 70 N.H. 485, 49 A. 687 (1900). *See generally* 6-A American Law of Property s. 28.22 (A.J. Casner ed. 1954); Prosser, Torts s. 89 (4th ed. 1971); Restatement (Second) of Torts s. 822, at 22 (Tent. Draft No. 17, 1971). A **public nuisance**, on the other hand, is "an unreasonable interference with a right common to the general public." Restatement (Second) of Torts, *supra* s. 821B(1), at 3. **It is behavior which unreasonably interferes with the health, safety, peace, comfort or convenience of the general community.** 6-A American Law of Property, *supra* s. 28.23, at 68. *Robie v. Lillis*, 112 N.H. 492, (1972).

Bottom Line: This definition of public nuisance seems to support the fact that a “nuisance” both encompasses and expands upon issues related to public health and safety. This definition is also supported by fact that the term “nuisance” is coupled with the term “public health” throughout the rest of RSA 147. Therefore, it would be reasonable to take the position that even with the change in statutory language, health officers are still able to adopt regulations related to issues of public health. As a result, HB 230 does not alter the existing authority of health officers to adopt public health regulations.

Statute Amended: RSA 147:1

Effective Date: August 1, 2025

¹ <https://www.dictionary.com/browse/nuisance>

Guidance on SB 62 & HB 511

Cooperation with Federal Immigration

Prohibiting Sanctuary Cities Policies



Chapter 38 – SB 62

Section 1 of SB 62 goes into effect on July 21, 2025. This new law, RSA chapter 106-P, will prohibit municipalities from barring local police departments from applying for entry or entering into an agreement with the U.S. Immigration and Customs Enforcement (ICE) to participate in a federal 278 (g) program pursuant to 8. U.S.C. §1357 (g).

These agreements are a voluntary, formal agreement between a local law enforcement agency and federal immigration authorities (ICE) granting authority to perform certain immigration enforcement actions. An example of a 278 (g) agreement is the one recently signed by the [NH State Police and ICE on April 25, 2025](#). Thus, even though in a town, the select board supervises the operations of the police department through its police chief by the adoption of written formal policies under RSA 105:2-a, a select board could not adopt a policy or directive that would prohibit the police chief on behalf of the police department from entering into a 278 (g) agreement with ICE.

Section 2 of SB 62 goes into effect on January 1, 2026, and prohibits local political subdivisions from prohibiting or impeding a state or federal law enforcement agency from complying with Title 8 of the US Code, which includes every federal law pertaining to immigration and immigration enforcement. Any local government that violates this provision may be subject to a civil complaint brought by the Attorney General and could be subject to punitive damages of up to 25% of the total state funds received by the local government entity in the fiscal year when the violation occurred.

Section 3 of SB 62 permits County Departments of Corrections to maintain custody over persons subject to an ICE detainer for a period of 48 hours after resolution of state charges to permit assumption of custody by federal authorities.

Chapter 39 – HB 511

This law goes into effect on January 1, 2026. It prohibits any unit of local government (town, cities, village districts) from having a sanctuary policy that impedes a law enforcement agency from complying with 8 U.S.C. section 1373¹, or which impedes a local law enforcement agency from communicating or cooperating with a federal immigration agency that would prohibit the agency from:

¹ § 1373. Communication between government agencies and the Immigration and Naturalization Service

- (a) Complying with an immigration detainer;
- (b) Complying with a request from a federal immigration agency to notify the agency before the release of an inmate or detainee in the custody of the law enforcement agency;
- (c) Providing a federal immigration agency access to an inmate for interview;
- (d) Participating in any program or agreement authorized under section 287 of the Immigration and Nationality Act, 8 U.S.C. section 1357; or
- (e) Providing a federal immigration agency with an inmate's incarceration status or release date.

This law further requires all local law enforcement agencies to comply with immigration detainers. An immigration detainer is defined as a facially sufficient written or electronic request issued by a federal immigration agency using that agency's official form to request that another law enforcement agency detain a person based on probable cause to believe that the person to be detained is a removable alien under federal immigration law.

In addition, no local government entity shall restrict a law enforcement agency from sharing information about persons who are in custody such as:

- (a) Sending the information to or requesting, receiving, or reviewing the information from a federal immigration agency for the purposes of this chapter.
- (b) Recording and maintaining the information for purposes of this chapter.
- (c) Exchanging the information with a federal immigration agency or another state entity, local governmental entity, or law enforcement agency for purposes of this chapter.
- (d) Using the information to comply with an immigration detainer.
- (e) Using the information to confirm the identity of a person who is detained by a law enforcement agency.

The Attorney General can enforce this statute through declaratory judgment and seek injunctive relief.

-
- (a) In general. Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.
 - (b) Additional authority of government entities. Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:
 - (1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
 - (2) Maintaining such information.
 - (3) Exchanging such information with any other Federal, State, or local government entity.
 - (c) Obligation to respond to inquiries. The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information. 8 U.S.C.S. § 1373 (LexisNexis, Lexis Advance through Public Law 119-14, approved May 23, 2025)

I Shady Lane
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03833

MANCHESTER NH 030

18 JUL 2025 AM 3 L



Exeter Town Mgr.
& Selectman

Exeter, N.H.
03833

To The Manager & Select
Board of Exeter, N.H.

I am writing to ask
you to answer my question.
I very much enjoyed going
to the River. It seems it is
closed so (especially seniors) can
no longer drive to the
enjoyable part of the
River. I'm not sure

One of the few
things that's free!

Why!! I have tried the other
entrance - the parking lot behind
the stores. Not good! I'm sure
you must not have thought
of the people who (very much)
enjoyed the nice part of the
river. I am asking you to return
it to the people who enjoyed it
as West no longer is.

I would like you to answer
this in our local paper.
Very Sincerely, ^{EX-11} Carol Wallis Resident

Review Board Calendar

Non-Public Session