

SELECT BOARD MEETING

Monday, February 2, 2026

6:40 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/83143515740>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 831 4351 5740

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. Recognition
 - a. Police Department Awards – Police Chief Stephan Poulin
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting: January 20, 2025
6. Appointments/Resignations
 - a. Housing Authority Appointment
7. Discussion/Action Items
 - a. Deliberative Session Review – Kate Miller, Moderator
 - b. Exeter Country Club (ECC) Discretionary Easement – Marc Carboneau, President ECC
 - c. Water/Sewer Capacity Request and Proposed Funding Partnership for High Street Sewer Improvements - Lindt/Sprungli
 - d. Great Bay Estuary Intermunicipal Agreement – Stephen Cronin, Public Works Director
 - e. 79E Extension – Mario Ponte
8. Tax Abatements, Veterans Credits & Exemptions
9. Permits & Approvals
10. Town Manager's Report
11. Select Board Committee Report
12. Correspondence
13. Review Board Calendar
14. Non-Public Session
15. Adjournment

Niko Papakonstantis, Chair

Select Board

Posted 1/30/26 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

Recognition

Public Comment

Approval of Minutes

Select Board Meeting
Tuesday January 20, 2026
6:30 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 Interim Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:30 PM and the Board went downstairs for interviews.

2. Board Interviews

- a. Kevin Fleming for the Exeter Housing Authority**

The Board reconvened in the Nowak Room at 6:40 PM.

3. Proclamations/Recognitions

- a. Mr. Papakonstantis read the proclamation for National Law Enforcement Day:**

Whereas annually January 9th is nationally recognized as National Law Enforcement Day upon its creation in the year 2015;

And Whereas multiple organizations worked in collaboration in the creation of National Law Enforcement Day to promote a positive portrayal of Police Officers among communities and in the news media;

And Whereas the day recognizes, appreciates, and supports the over 900,000 Officers throughout the United States who have chosen the difficult career path of Law Enforcement Officer;

And Whereas Law Enforcement Officers of every rank and file have chosen a profession that puts their life on the line every day for their communities and answering all calls to public service, are often taken away from their families for long hours, and work with local, State, and Federal organizations, making communities safer through commanded dedication;

Now, therefore, I, Niko Papakonstantis, the Chair of the Town of Exeter Select Board hereby proclaim and affirm January 9, 2026 as National Law Enforcement Day within the town of Exeter New Hampshire. All people are hereby called upon to promote gratitude, respect, and support for the Law Enforcement Officers who serve and protect our citizens and uphold the

law. In witness whereof, I have hereunto set my hand and caused the seal of the Town of Exeter to be affixed this day of January 20, 2026.

b. Housing Champion Award

Andrew Dorsett, Lee Ann Moynihan, and Heather Shank of the State Department of Business and Economic Affairs, as well as State Senator Deborah Altschiller, were present to discuss the Housing Champion award. Mr. Dorsett said several years ago there was recognition that there was a housing crisis in the State of NH. Businesses reached out to the State Government about not being able to grow or stay in business. The Invest NH program was created to encourage the creation of housing. \$64M went to capital projects in the State of NH. Exeter has the largest program in the State underway, the "Gateway to Exeter" project.

Ms. Moynihan said the Housing Champion program is voluntary, and Exeter has shown that they want to be pro-housing. 28 communities are participating. In the first year, they had \$5M, but they don't have funding going forward. There are still incentives for towns, including 10 points on the DES Clean Water fund. They've also been working with CDFA, Plan NH, and DOT to give Housing Champion communities an advantage.

Ms. Shank congratulated Exeter on the award. She said they continue to investigate how to expand the incentives of the program.

Ms. Roy said Dave Sharples, Darren Winham, and Kristin Murphy were integral to the process but couldn't make it tonight.

Mr. Chartrand said the Land Use department has worked very hard on the issue of housing availability. The TIF district set us up to have the Gateway project, which is moving forward in 2026. He added that Nancy Belanger has served on the Housing Advisory Committee and has been a tireless champion of housing. The Rockingham Planning Commission has also been great.

Senator Altschiller said Housing Champion communities are the "communities of the willing." There is friction at the State House between those who would like to provide incentives to those who create housing versus another group that would like to create Statewide zoning edicts. Exeter was forward-thinking and got all the points.

The group presented the Select Board with the award.

4. Public Comment

a. There was no public comment at this time.

5. Approval of Minutes

- a. Regular Meeting: January 5, 2026

MOTION: Ms. Belanger moved to approve the regular meeting minutes of January 5, 2026 as presented. Mr. Chartrand seconded. The motion passed 5-0.

6. Appointments

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

7. Discussion/Action Items

- a. Public Hearing: FY26 Budget and Bonds

- i. Mr. Papakonstantis read from the warrant:

To the inhabitants of the Town of Exeter, in the County of Rockingham, in the said State, qualified to vote in Town affairs:

First Session

You are hereby notified that the first session (the Deliberative Session) of the Annual Town Meeting will be held on Saturday, January 31, 2026, beginning at 9:00 a.m. at the Arthur L. Hanson III Center for the Performing Arts at Exeter High School, 1 Blue Hawk Drive. The first session will consist of explanation, discussion, and debate of each of the following warrant articles, and will also afford voters who are present the opportunity to propose, debate, and adopt amendments to warrant articles, except those articles in which wording is prescribed by state law.

Second Session

The second session of the Annual Town Meeting, to elect Town officers by official ballot and to vote on all warrant articles as they may have been amended at the first session, will be held on Tuesday, March 10, 2026, at the Talbot Gymnasium at the Tuck Learning Center, 30 Linden Street. Polls for voting by official ballot will open at 7:00 a.m. and close at 8:00 p.m.

**NOTICE OF PUBLIC HEARING
TOWN OF EXETER 2026 BONDS**

The Exeter Select Board hereby gives notice of a public hearing pursuant to RSA 33:8-a on the following projects requiring bonds and notes as part of the fiscal year 2026 town warrant:

1. Surface Water Treatment Plant Design Phase II; \$2,000,000.
2. Water Treatment Plan Residuals Disposal; \$500,000.
3. Nitrogen Reduction Program Equipment Purchase of Street Sweeper; \$412,000

*The public hearing will be held on Tuesday, January 20th, 2026
commencing at 7:00 p.m. in the Exeter Town Offices, Nowak Room, 10
Front Street, Exeter, NH. The public is encouraged to attend.
Dated: December 23, 2025*

MOTION: Ms. Belanger moved to open the public hearing for the Town of Exeter 2026 bonds. Mr. Chartrand seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 6 – Surface Water Treatment Plant Design and Engineering Phase II:

To see if the Town will vote to raise and appropriate the sum of two million dollars (\$2,000,000) for the purpose of phase II design and engineering of a new surface water treatment plant including evaluation for cost saving measures and alternatives, and to authorize the issuance of not more than \$2,000,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other items thereof; and further to authorize the Select Board to apply for, obtain, accept, and expend federal, state or other aid, if any, including principal forgiveness, which may become available for this project and to comply with all laws applicable to such project; and further to authorize the Select Board to take any other action or pass any other vote relative thereto. Without impairing the general obligation nature of the bonds or notes, it is anticipated that debt service will be paid from the water fund. Bond payments would begin approximately one year after issuance.

(3/5 ballot vote required for approval.)

Public Works Director Stephen Cronin said the intent is to advance the next phase of design for the Surface Water Treatment Plant project. The voters already allocated \$500,000 for work which is ongoing. A pilot study will be happening this spring on treatment technologies. The existing plant is outdated and it's difficult to meet current regulations. This will come from the State Drinking Water SRF with a \$500,000 principal forgiveness portion.

Ms. Roy said we're not able to put that information in the warrant language, so we'll let voters know in the informational packets about the \$500,000 forgiveness. Drinking water projects require us to put the entire amount of the project on the warrant.

Mr. Papakonstantis asked for public comment.

Ron Buell of Pine Street said this is phase 2. Is phase 3 the actual construction? When would it start? Mr. Cronin said there would be design over the next year. We intend to bring this forward in 2028 or 2029 for construction. Ms. Roy said we need to look at what's happening with the warrant and our opportunities for grants. This will allow us to go for grant funding.

Mr. Chartrand asked when the existing Surface Water Treatment Plant was built. Mr. Cronin said some components are from the late 1800s. It had some updates in 2024.

Mr. Chartrand said this is part of a strategy to have a suite of water sources. Mr. Cronin said the challenges with surface water is that it's high in organics which produces disinfection byproducts. We have expanded our capacities on the groundwater side and are in permitting for a new source which will shift our sources to primarily groundwater. Mr. Chartrand said surface water will be supplementing that going forward.

Mr. Chartrand asked where the impact of a project like this will hit. Mr. Stevens said in the water fund rates, not the tax rates. Mr. Chartrand said folks on the water system will pay for this. It will have no impact on real estate property taxes.

Ms. Belanger said we've tried to get everything we could out of the existing plant.

Ms. Gilman said in 2008 or before was another warrant article for \$4M. Mr. Cronin said he thinks that included the construction. This is just the design component.

Finance Director Corey Stevens said we need to start planning for this despite the fact that it's just a water impact. This will be a multi-million dollar project so we need to understand now how rates will absorb this.

Mr. Chartrand said Water/Sewer Advisory Chair Bob Kelly will be involved.

MOTION: Mr. Chartrand moved to recommend article 6 as written. Ms. Belanger seconded. Mr. Chartrand said he would recommend this unreservedly. The motion passed 5-0.

Mr. Papakonstantis read Article 7 – Water Treatment Plant Residuals Disposal:

To see if the Town will vote to raise and appropriate the sum of five hundred thousand dollars (\$500,000) for the purpose of Water Treatment Plant Residuals Disposal, and to authorize the issuance of not more than \$500,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board

to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other items thereof; and further to authorize the Select Board to apply for, obtain, accept, and expend federal, state or other aid, if any, including principal forgiveness, which may become available for this project and to comply with all laws applicable to such project; and further to authorize the Select Board to take any other action or pass any other vote relative thereto. Without impairing the general obligation nature of the bonds or notes, it is anticipated that debt service will be paid from the water fund. Bond payments would begin approximately one year after issuance.
(3/5 ballot vote required for approval.)

Mr. Cronin said this would address a chronic maintenance issue at the Water Treatment plant. The lagoons are full and we need to remove and treat that sludge, transport it offsite, and dispose of it. Ms. Roy said we had a discussion on whether this could wait, since we will be bringing a new plant forward in the next few years, but it was in our best interest to keep this plant going as long as we can.

Mr. Chartrand said this new plant would also be funded by the Water Fund rather than taxes.

MOTION: Ms. Belanger moved to recommend article 7 be placed on the warrant as written. Mr. Chartrand seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 8 – Nitrogen Reduction Program - Equipment Purchase of Street Sweeper:

To see if the Town will vote to raise and appropriate the sum of four hundred twelve thousand dollars (\$412,000) for the purpose of enhancing the Nitrogen Reduction Program by purchasing a new street sweeper to be used to meet EPA nitrogen reduction permit requirements and to implement an enhanced sweeping program, and to authorize the issuance of not more than \$412,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other terms thereof; and further to authorize the Select Board to apply for, accept, obtain, and expend federal, state or other aid, if any, including principal forgiveness, which may become available for this project and to comply with all laws applicable to such project; and further to authorize the Select Board to take any other action or to pass any other vote relative thereto. Debt service to be paid from the general fund. (Estimated Tax

Impact: FY1=\$0.03; FY2=\$0.03, FY3=\$0.03; FY4=\$0.03; FY5=\$0.02 per \$1,000 assessed valuation. Based on the Town's 2025 net valuation of \$3,501,043,853, which may vary in future years. Assumes a 5-year bond at 3.24% interest). Bond payments would begin approximately one year after issuance. (3/5 ballot vote required for approval.)

Mr. Cronin said this is a repeat of an article that failed at the ballot last year. We would use Clean Water SRF funding to help us comply with the Great Bay Total Nitrogen Permit. We are looking to remove nutrients and contaminants from our drainage system through street sweeping. There would be \$12,000 principal forgiveness, plus 25% of the \$400,000 cost of the street sweeper. Ms. Roy said we want to explain to voters that this is to pick up debris rather than treat it in our stormwater. This isn't a beautification piece of equipment.

Mr. Chartrand asked what would happen if we did not meet our obligations. Mr. Cronin said we'd have to upgrade the plant to meet them. Mr. Chartrand said that will cost a lot more than \$412,000. We would save money doing this.

Ms. Roy said the new nitrogen permit is at a lower rate. Mr. Cronin said the renewals are always more restrictive.

Mr. Cronin said this is a 2015 sweeper and they have a 6-8 year life. It has gone through significant repairs in the last few years.

MOTION: Ms. Belanger moved to recommend article 8 to be placed on the warrant as written. Ms. Cowan seconded. The motion passed 5-0.

Mr. Chartrand asked Mr. Papakonstantis to explain why there are only three articles. Mr. Papakonstantis said in the last few years we've asked a lot of our voters, with the Police Station and Fire Substation, Public Works Improvements, and the purchase of 10 Hampton Road. The budget is higher this year because of the first year of debt service of Public Safety building and the first year of collective bargaining agreements, as well as having a 20% increase in health insurance premiums. We asked the Departments for the bare minimum of what we could bring to the voters this year. We've paused some of the Capital Improvement funds we typically ask the voters for. We're doing the best we can to avoid impacts to the taxpayers.

MOTION: Ms. Belanger moved to close the public hearing for the Town of Exeter 2026 bonds. Ms. Cowan seconded. The motion passed 5-0.

Mr. Papakonstantis read the notice of public hearing for the Operating Budget:

NOTICE OF PUBLIC HEARING TOWN OF EXETER 2026 OPERATING BUDGET

The Exeter Select Board hereby gives notice of a public hearing on the Town of Exeter Fiscal Year 2026 operating budget and all financial and other warrant articles on Tuesday, January 20th, 2026, at 7:00 p.m., in the Nowak Room of the Exeter Town Offices. This hearing will be held pursuant to RSA 32:5 and RSA 40:13. Dated: December 23, 2025

MOTION: Ms. Belanger moved to open the Town of Exeter 2026 Operating Budget hearing. Mr. Chartrand seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 10 – 2026 General Fund Operating Budget:

Shall the Town of Exeter raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$27,325,353. Should this article be defeated, the default budget shall be \$26,863,334, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. (Estimated Tax Impact: .67/\$1,000 assessed property value, \$67/\$100,000 assessed property value).

(Majority vote required.)

Ms. Roy said the FY25 General Fund budget was \$24,456,326. This year, it's \$27,325,353, an increase of 11.7% on the General Fund operating budget. This is mostly due to debt service, CBA contracts, and insurance increases. Regarding debt service, the Police and Fire Substation came into the budget this year, at \$1.6M. We were able to retire \$370,000 of debt. The new debt service is for the Police and Fire Substation, Linden Street Bridge, and the Public Works fuel island. Collective bargaining agreements were necessary for us to keep our staff. In year one, there was a six month cost, but in year two there is a 12 month cost, which is 19% of the increase for 2026. Regarding health insurance, we have two health care plans; one had a 14.5% increase, and the second a 18.8% increase. Dental had a 4.4% increase. Health Trust

has a pool rating and a rating based on our claims. Health care costs increased 11.3% over last year. This also includes changes in employee benefit elections. Regarding property and liability insurance, previously we were in a three year program to have measured increases, but Primex sunset that program and we saw a significant increase of 36.9%. We had set aside a 20% reserve for increases so were able to cover that. The increases are 11.6% of the overall General Fund increase. Mr. Stevens said he didn't think Primex had a choice in sunsetting the program.

Ms. Roy said 2025 was a 27 pay period year. FY 26 has a 4% cost of living wage adjustment. Our employees do not get merit steps. We're doing a COLA, which will allow everyone to receive this adjustment.

Ms. Roy said regarding expenses, General Government is up by 3%. Finance is down 2.5%, mostly due to the 27 pays in 2025. Planning and Development is up 4.7%, due to health care changes. Public Safety includes the full year of the CBA. There is a savings in the Health Department, as we were paying for an employee to get their degree and she has completed that. Mr. Stevens said the Departments were diligent about keeping expenses down.

Ms. Roy said Public Works has an 11% decrease in Administration and Engineering. There was an Engineering Tech position that has been re-allocated to our Maintenance Department. There is a 19% savings in stormwater due to a reduction in the number of catch basins serviced. Maintenance has increased 7.1% due to CBA and the reallocated position.

Regarding Welfare, we are required by State statute to service our Welfare recipients. We were far exceeding the budget rent number, so we wanted to put in a more realistic number. We are required to overspend as long as the applicant meets the qualifications.

In Parks and Rec, General Expenses are the same but there were health benefit changes. Two of the employees are union. Other Recreation has a small increase for the holiday light budget.

The Public Library has a 4.2% increase. There are small increases for non-union plans and \$40,000 for program services.

Debt Service is up 83%, due to payments for the Police and Fire Substation, Linden Street Bridge, and the Fuel Island project.

In Benefits and taxes, the health insurance buyout program is a savings to the town. We can incentivize people that can get healthcare somewhere else to do so. There's a sick leave buyout for those that retire with over 20 years of service. This has an offset revenue of the Capital Reserve fund for sick leave. Insurance has a 36.5% increase.

The total budget is an 11.7% increase.

Mr. Stevens said that revenues are from property taxes and services that the town charges for or gets back from the State. We're projecting a \$486,000 decrease over the actual revenues of 2025. There is a current use tax when properties go into development, but we don't predict as much going into 2026. Regarding building permits, Doug Eastman in inspection doesn't think we'll see as much this year, so we're back at \$350,000 from \$700,000. Regarding investment interest, we anticipate that rates will decline. We're now with a new banking partner and hoping to have more of our money put into CDs, so we're predicting a slight increase. Regarding the Solar Array, he and Kristin Murphy are working on net metering from Unitil and starting to sell Renewal Energy Credits. That income will go to the Solar Array Revolving Fund but will be used by the General Fund to cover the debt service for that project. We'll also be going after the solar credit from the IRS this Spring.

Ms. Roy said the default budget is the same appropriations of the previous year other than debt service and other obligations. The FY26 proposed budget is \$27M, and the default budget is \$26,863,334. The difference is \$462,019, or 1.69% less.

Mr. Stevens said we're projecting a municipal tax rate of \$5.19 per \$1,000. This assumes a 1% increase in assessed value, calculated in April, and the use of \$1M in fund balance. A \$500,000 home would see a \$355 increase over the FY25 tax rate; under the default budget, there would be an increase of \$290.

Ms. Roy said we're talking about the municipal tax portion, which is 27% of the tax bill. 70% goes to the Schools and 3% goes to the County. Mr. Stevens said \$3M goes to the TIF until it is sunset and the money brought back to the Town.

Mr. Papakonstantis said a nearly 12% increase is a lot to swallow, but the Departments have done a lot of work to be competitive with towns that are our neighbors and peers. There's still a labor shortage. We haven't asked the voters to do anything outrageous. The three collective bargaining agreements approved in 2025 were fair to employees and to the Town. It costs much more to hire and train than retain. We're fortunate to have the volunteers and employees we have.

Mr. Papakonstantis asked for public comment.

Ron Buell of Pine Street said he is pleased to see cuts. When the money's not coming in, you have to cut. 70% of the tax bill is going to the schools. We should publish that before the Town Meeting.

Ms. Cowan said it's our responsibility to tell people how their money is being spent. She doesn't want to defund public schools, so we're

thinking about a responsible way to articulate this. Let's make sure we're having conversations about how the State is forcing us to make choices.

Mr. Chartrand said public schools are the heart of the community. We have to be careful how we wield that information without demonizing the schools.

MOTION: Ms. Cowan moved to recommend article 10 to be put on the warrant as written. Ms. Belanger seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 11 – 2026 Water Fund Budget:

Shall the Town of Exeter raise and appropriate as a water operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$4,696,505. Should this article be defeated, the water default budget shall be \$4,664,300, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law. (Majority vote required.)

Ms. Roy said the Water Fund operating budget in FY25 was \$4.6M, and in FY26 is \$4.6M. It has a \$61,000 increase or 1.3%. There is a reduction in Capital Outlay. We did a realignment between the Water/Sewer and General Fund for one project. The increases have a staff component to them; these employees are part of our bargaining groups.

Mr. Papakonstantis asked for public comment, but there was none.

Mr. Chartrand said the increase here is relatively small and that's why we put a couple of bond articles tying into the water rate. He added that in the 1990s we fell way far behind and that cost more money.

Ms. Belanger said when that happened, our roads were in terrible shape. We had to allocate funds every year to get back what we lost. Ms. Roy said most of the towns around us don't have nearly the level of infrastructure we do.

MOTION: Mr. Chartrand moved to recommend article 11 to be put on the warrant as written. Ms. Belanger seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 12 – 2026 Sewer Fund Budget:

Shall the Town of Exeter raise and appropriate as a sewer operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$8,286,840. Should this article be

defeated, the default budget shall be \$8,210,020, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law. (Majority vote required.)

Ms. Roy said the FY 26 Sewer Fund budget has a \$104,000 increase, or 1.2%. There are bargaining unit members within the Sewer Department. The Administrative positions in General Government that service the Water/Sewer Department charge a small portion to the Water/Sewer Fund.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Mr. Chartrand moved to recommend article 12 to be put on the warrant as written. Ms. Belanger seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 13 – Replace Dump Truck #52: *To see if the Town will raise and appropriate, through special warrant article, the sum of eighty-five thousand dollars (\$85,000), for the purpose of purchasing a replacement for the DPW Dump Truck #52, purchased in 2012. This vehicle is a frontline snow-fighting truck in the winter and is driven daily as a crew support vehicle for Highway Department operations year-round. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.)*

Ms. Roy said this is self-explanatory.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Ms. Belanger moved to recommend article 13 to be put on the warrant as written. Ms. Cowan seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 14 – Replace Fire Car #2: *To see if the Town will raise and appropriate, through special warrant article, the sum of sixty-seven thousand one hundred and ninety-four dollars (\$67,194), for the purpose of purchasing a replacement for the Fire Department Car #2, purchased in 2014. This vehicle is used as a command vehicle. It contains firefighting, EMS, and command equipment, and responds as a single resource during periods of high call volume to provide immediate assistance. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.)*

Ms. Roy said this vehicle was deferred last year. It's time for it to be on the warrant.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Ms. Belanger moved to recommend article 14 to be put on the warrant as written. Mr. Chartrand seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 15 – Appropriate to Expendable Trust Fund - Sick Leave:

To see if the Town will vote to raise and appropriate the sum of one hundred thousand dollars (\$100,000) to be added to the Sick Leave Expendable Trust Fund previously established. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.)

Ms. Roy said this is an annual appropriation. Part of our benefits package is that if you are here for 20 years, you can have a buyout of half of your sick time. We expect a few retirements this year.

Mr. Papakonstantis asked for public comment, but there was none.

Ms. Cowan said she appreciates that we're creative about keeping folks here.

MOTION: Ms. Belanger moved to recommend article 15 to be put on the warrant as written. Ms. Gilman seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 16 – Appropriate to Non-Capital Reserve Fund – Snow and Ice Deficit

To see if the Town will vote to raise and appropriate the sum of seventy-five thousand dollars (\$75,000) to be added to the Snow and Ice Deficit Non-Capital Reserve Fund previously established. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.)

Ms. Roy said we never know from year to year whether we'll have a heavy snow balance or not. This fund helps us during the heavy weather years.

Ms. Gilman asked how much we've spent already. Mr. Cronin said in 2025, we budgeted \$289,000 and spent \$448,123. We drew \$158,000 from the Snow and Ice reserve fund. Mr. Stevens said the current balance is \$197,000.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Ms. Belanger moved to recommend article 16 to be put on the warrant as written. Ms. Cowan seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 17 – Appropriate to Capital Reserve Fund – ADA Fund:

To see if the Town will vote to raise and appropriate the sum of twenty-five thousand dollars (\$25,000) to be added to the ADA Non-Capital Reserve Fund previously established. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.)

Ms. Roy said we are a historic town and with that comes buildings, sidewalks, and streets that are not ADA accessible. This fund allows us to build up a balance to work on ADA projects. We did a tipdown at the Library, railings, an adult changing table, and a number of other projects.

Mr. Papakonstantis asked for public comment, but there was none.

Ms. Belanger said this amount is smaller than our needs, but we're chipping away at it.

MOTION: Ms. Cowan moved to recommend article 17 to be put on the warrant as written. Ms. Belanger seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 18 – Appropriate to Expendable Trust Fund – Swasey Parkway:

To see if the Town will vote to raise and appropriate the sum of three thousand four hundred sixty-eight dollars (\$3,468) to be added to the Swasey Parkway Expendable Trust Fund previously established. This sum to come from unassigned fund balance. This amount is equivalent to the amount of permit fees collected during 2025 for use of the Swasey Parkway. (Estimated Tax Impact: None. No amount to be raised by taxation). (Majority vote required.)

Ms. Roy said when we rent out Swasey Parkway, the rental fees are transferred into this fund.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Ms. Belanger moved to recommend article 18 to be put on the warrant as written. Ms. Cowan seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 19 – Create the Exeter Public Library Infrastructure Expendable Trust Fund:

To see if the Town will vote to establish the Exeter Public Library Infrastructure Expendable Trust Fund per RSA 31:19-a, for the purpose of maintenance, repairs and other infrastructure projects of the Exeter Public Library building and grounds and to raise and appropriate twenty five thousand dollars (\$25,000) to be placed in this fund and further to name the Library Trustees as agents to expend from said fund. The amount to come from general taxation; (Estimated Tax Impact: \$.007/\$1,000 assessed property value, \$.71/\$100,000 assessed property value)

(Majority vote required.)

Library Director Julia Lantner was present to discuss this article. Ms. Lanter said the “new building” was just addressing a failing roof, failing walls, and adding more meeting space for the public. Some systems retained in that renovation have begun to break down after 40 years. We had two breakages in the last two months. We lost two heat pumps in the same week. The fire suppression system had two leaks in December. Vendors who come in tell us these systems are showing their age. The Trustees have asked this fund to be created so things can be fixed right away, rather than waiting and costing the taxpayers more money.

Ms. Roy said we will need to have a separate public hearing just on this to create an expendable Trust Fund. The agents to expend would be the Library Trustees.

Ms. Lanter said this was voted unanimously by the Library Board.

Mr. Papakonstantis said the BRC vetted this carefully. The initial request was a little higher.

Mr. Papakonstantis asked for public comment, but there was none.

Ms. Gilman said it's doing pretty well for a 40-year-old building. In 10 years it will be a historical structure.

MOTION: Ms. Belanger moved to recommend article 19 to be put on the warrant as written. Ms. Gilman seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 20 – Pedestrian Improvements at Front St./ Railroad Ave. Intersection:

To see if the Town will vote to raise and appropriate, through special warrant article, the sum of one million three hundred thirty four thousand nine hundred thirty nine dollars (\$1,334,939) for the purpose of constructing a new sidewalk on Railroad Ave, re-constructing the Front St/Railroad Ave intersection, replacing the existing “painted” sidewalks on Front Street, and installing a user activated rectangular rapid flashing beacon (RRFB) at the crosswalk. These improvements will enhance pedestrian and bicycle safety, connect residential and commercial uses, and make the area accessible to all users. This project is contingent upon receiving Transportation Alternatives Program (TAP) funds in the amount of 80% of the funding (\$1,067,951) with the Town of Exeter to be responsible for the remaining 20% (\$266,988). This amount to come from general taxation; and further to authorize the Select Board to apply for, accept and expend federal, state or other aid, if any, including principal forgiveness, which may become available for this project and to comply with all laws applicable to such project; and further to authorize the Select

*Board to take any other action or to pass any other vote relative thereto.
(Estimated Tax Impact: \$.076/\$1,000 assessed property value,
\$7.60/\$100,000 assessed property value) (Majority vote required.)*

Ms. Roy said Dave Sharples applied for the TAP grant. The Railroad Ave/Front Street area is a wonky intersection and there is business investment there. We are looking to be a walkable, safe community. We have received 80% from a grant and would only be responsible for 20%.

Mr. Papakonstantis asked for public comment, but there was none.

Ms. Gilman asked if we have gotten the grant already. Ms. Roy said we've been told that it has been awarded, but we're waiting for confirmation. She hopes that residents can see the benefit of an 80% grant.

Mr. Chartrand said several people have been injured in this intersection.

MOTION: Ms. Belanger moved to recommend article 20 to be put on the warrant as written. Ms. Gilman seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 21 – Lead Service Line Replacement Inventory (\$173,000)

To see if the Town will vote to raise and appropriate the sum of one hundred seventy three thousand dollars (\$173,000) for the purpose of identifying approximately two hundred and eighteen (218) water service connections to work towards meeting the requirements of the EPA-required Lead and Copper Rule (LCRR). To meet the requirements of the LCRR, 2,173 service connections designated as unknown must be identified within 10 years of the submission of the initial inventory, or by 2034. This sum to come from the water fund. (Majority vote required.)

Mr. Cronin said this is something we're mandated to do by the EPA. We're trying to chip away at this over a number of years. We received \$60,000 in grants this year to offset the costs.

Mr. Papakonstantis asked for public comment, but there was none.

Ms. Belanger asked how old some of these areas are. Mr. Cronin said we're a town that has a water system dating back to the late 1800s. With this rule, they want you to make certain what you have for materials. It's somewhat intrusive. We may need to do investigatory digging.

MOTION: Ms. Belanger moved to recommend article 21 to be put on the warrant as written. Ms. Cowan seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 22 – Modify Optional Service Connected Total Disability Credit:

Shall the town increase the RSA 72:35 optional tax credit on residential property for veterans with a Service-Connected Total Disability from \$2,000 to \$2,500? Pursuant to a new law effective April 1, 2026, veterans who receive this credit are no longer eligible to receive any other veterans related tax credits. (Majority vote required)

Ms. Roy said this was one of four recommendations from our Tax Committee. They felt that some of our income limits and exemptions didn't meet the change in value from the 2024 valuation. It would be a change from \$2,000 to \$2,500 for those who qualify.

Mr. Papakonstantis asked for public comment, but there was none.

Mr. Papakonstantis asked why the question mark is in the article.

Ms. Roy said the language was prescribed through DRA. She can double-check it. Mr. Chartrand said it's not in article 24 but is in 23 and 25. Mr. Papakonstantis said he will call for a motion that will allow for edits later.

MOTION: Mr. Chartrand moved to recommend article 22 to modify optional service-connected total disability credit for veterans with a service-connected total disability from \$2,000 to \$2,500. Ms. Cowan seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 23 – Modify the Elderly Exemption From Property Tax:

Shall the Town modify the provisions of RSA 72:39-a for elderly exemption from property tax in the Town of Exeter, based on assessed value, for qualified taxpayers, to be as follows: for a person 65 years of age up to 74 years, \$198,000 (previously \$152,250); for a person 75 years of age up to 79 years, \$238,000, (previously \$183,250); for a person 80 years of age or older \$307,000, (previously \$236,250)? To qualify, the person must have been a New Hampshire resident for at least 3 consecutive years, own the real estate individually or jointly, or if the real estate is owned by such person's spouse, they must have been married to each other for at least 5 consecutive years. In addition, the taxpayer must have a net income of not more than \$43,000 or, if married, a combined net income of less than \$55,000; and own net assets not in excess of \$194,251 excluding the value of the person's residence. (Majority vote required.)

Ms. Roy said the Tax Committee felt that the 2024 revaluation affected people in different ways, and wanted to increase the dollar amount to account for that.

Ms. Gilman said they haven't been updated in a decade or more. She saw a State bill today to increase them even more than this.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Mr. Chartrand moved to recommend article 23 to be put on the warrant as written. Ms. Gilman seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 24 – Modify the Exemption for the Blind:

Shall the Town modify the provisions of RSA 72:37, Exemption for the Blind, to allow an inhabitant who is legally blind as determined by the blind services program, to be exempt each year on the assessed value, for property tax purposes, of his or her residential real estate to the value of \$25,000 an increase from the previously approved exemption amount of \$15,000. (Majority vote required.)

Ms. Roy said this was the Tax Committee's recommendation. It hasn't been reviewed in quite some time.

Mr. Papakonstantis asked for public comment, but there was none.

Mr. Chartrand said he will vote for this but with the knowledge that when we offer an exemption to one person the other taxpayers pick up the slack. We should do that with care. If qualifications need to be verified, we should follow through on that.

MOTION: Mr. Chartrand moved to recommend article 24 to be put on the warrant as written. Ms. Belanger seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 25 – Adopt the All Veterans' Tax Credit

Shall the Town vote to adopt the provisions of RSA 72:28-b, All Veterans' Tax Credit? If adopted, the credit will be available to any resident, or the spouse or surviving spouse of any resident, who (1) served not less than 90 days on active service in the armed forces of the United States and was honorably discharged or an officer honorably separated from services and is not eligible for or receiving a credit under RSA 72:28 or RSA 72:35. If adopted, the credit granted will be \$500, the same amount as the standard or optional veterans' tax credit voted by the Town of Exeter under RSA 72:28. (Majority vote required.)

Ms. Roy said this was talked about the most at the Tax Committee. They came to the Board and reported that they were divided but wanted to put it on the ballot to ask the voters. Currently, in order to get a Veterans Tax credit, you need to have participated in certain conflicts. This would

allow anyone who served more than 90 days and was honorably discharged a \$500 credit.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Ms. Belanger moved to recommend article 25 to be put on the warrant as written. Mr. Chartrand seconded. The motion passed 5-0.

Mr. Papakonstantis read Article 26 – Add an alternate member to the Water/Sewer Advisory Committee:

To see if the Town will amend the membership of the Water/Sewer Advisory Committee, established by Article 20 of the 2011 Town Meeting and Article 22 of the 2024 Town Meeting, by adding one alternate member so that the Committee will now consist of five (5) members, two of whom are Selectboard members, and one (1) alternate. (Majority vote required.)

Ms. Roy said we changed this in 2024 but we now have an extra person that is interested. We'd like to add an alternate position to the committee.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Ms. Belanger moved to recommend article 26 to be put on the warrant as written. Ms. Cowan seconded. The motion passed 5-0.

Mr. Chartrand asked regarding the first citizens' petition if "Barrinton" can be changed to "Barrington." Ms. Roy said she heard today that we can update it for the warrant.

Mr. Papakonstantis said the Board is obligated to vote on this because there is a dollar amount associated.

Mr. Papakonstantis read Article 27 - Citizens' Petition:

Shall the Town vote to award veterans in the town of Exeter \$750 credit off their property tax such as what is awarded in the towns of Dover; Newmarket; Portsmouth; Kingston; East Kingston; Barrinton and others. (Majority Vote Required)

Mr. Papakonstantis asked for public comment, but there was none.

Ms. Gilman said there are other definitions of Veterans. She's in support of this but it doesn't pass the legal question of what RSA this is amending or supporting.

Keith Whitehouse of Westside Drive asked if the article would fail if it passed because of that. Mr. Papakonstantis said we're not sure. Ms. Roy said the All-Veterans credit has to match the standardized number, but we would have a gap. We would have to get a legal opinion but that may not be binding. Mr. Chartrand asked if we can share that with the petitioner. Ms. Roy said she can communicate with them but they can't

change it now. Mr. Chartrand said they can propose an amendment at Deliberative Session. Ms. Roy said we have not suggested edits in the past. Mr. Chartrand said he wants to abstain from the vote because it's not clear if this is sufficient.

Mr. Whitehouse asked how we could get this person a real shot. Mr. Papakonstantis said the deadline to submit a petition has passed so it's going on the warrant as written. At Deliberative Session, there could be an amendment, but it can't change the subject or intent. Mr. Whitehouse asked if there will be Counsel at Deliberative Session who could help with the wording. Mr. Chartrand said probably not. Ms. Belanger asked if this is supposed to be in addition to the existing tax credit. Mr. Papakonstantis said it's not clear. Ms. Roy said this is an unusual scenario where if it is the All-Veterans credit it is a legally binding recommendation, but we don't know that.

MOTION: Ms. Belanger moved to recommend article 27 Citizens Petition that the town vote to award veterans in the Town of Exeter to be awarded a \$750 credit off their property tax. Ms. Gilman seconded. Ms. Belanger said she doesn't want to vote no for this because we don't know the intent. Are we able to all abstain? Mr. Papakonstantis said yes. Mr. Chartrand asked for a roll call vote. Ms. Gilman, Ms. Belanger, Ms. Cowan, Mr. Chartrand, and Mr. Papakonstantis abstained. The motion failed with 5 abstentions.

Mr. Papakonstantis read Article 28 - Citizens' Petition:

New Hampshire communities value strong public schools and responsible use of public funds for education. Therefore, the voters of Exeter, New Hampshire, are asked:

Shall we call on our legislators to protect taxpayers by requiring the Education Freedom Account program to provide fiscal and educational performance reports comparable to those required of public schools, and by limiting eligibility to families with demonstrated financial need?

This question is raised because state legislators recently removed all income limits from the Education Freedom Account program (vouchers), expanding it beyond its original purpose. These changes added tens of millions of dollars in costs, while the program provides limited public information on how funds are spent or if educational standards are being met.

The voucher program is projected to cost \$110 million over the next two years with no new revenue sources identified. This directs public funds to private education without reducing the expenses public schools are

constitutionally required to cover, increasing pressure on local property taxes.

Be it further resolved that the Exeter Select Board shall send the results of this vote to the Governor and all members of the General Court representing Exeter within thirty (30) days of this vote.

(Majority Vote Required)

Mr. Papakonstantis asked for public comment, but there was none.

Mr. Chartrand said the Board has never made recommendations about non-financial articles. He would be uncomfortable making a recommendation. Ms. Gilman said there are proposed bills that would modify the ESAs. Ms. Cowan said this is timely and important, but she's happy to let the voters decide.

MOTION: Ms. Belanger moved to close the public hearing for the Town of Exeter 2026 Operating Budget. Ms. Cowan seconded. The motion passed 5-0.

b. FY25 Exeter Public Library Request

Library Director Julia Lanter and Finance Director Corey Stevens were present to discuss this item. Ms. Lanter said for the first time in 38 years, the Library has two bills it's unable to pay. Two boiler pipes failed and the fire suppression system had a leak. We try to stretch our budget as best we can but we were not able to absorb these extra expenses. We're asking the Board to give the Library the funds to pay these two bills.

Ms. Roy said she and Mr. Stevens met with Ms. Lantner and Mr. Papakonstantis and were able to review the budget, and feel that we can absorb these costs in the FY25 budget. They are making progress towards not having these situations if the town votes for the maintenance fund.

Mr. Stevens said the total is \$8,685.28.

Mr. Chartrand asked if we could "bridge" the money and be paid back out of the \$25,000. Ms. Lanter said she'd have to go to the Trustees, who meet next Tuesday. Ms. Roy said that may be a legal concern. Mr. Stevens said the town would have to vote on the new expendable trust fund and the Trustees would have to vote for it. Mr. Chartrand said we should scratch that idea. He asked if this type of thing would be covered by the fund and would never happen again. Ms. Lanter said that's the point of the fund, but she can't promise it wouldn't ever happen again. Ms. Roy suggested researching what's possible if this situation arises in the future.

Mr. Papakonstantis said transparency has improved since Ms. Lanter assumed the leadership of the Library. He applauds that the

Trustees have come in good faith to work together. If a motion is made, he will vote yes, because he's confident that we have the funds to pay for these unanticipated costs. The expendable fund on the warrant is a good idea. He's asking that this doesn't happen frequently.

MOTION: Ms. Belanger moved to authorize a line transfer of \$8,685.28 to the Exeter Public Library budget to cover unanticipated costs of repairs. Mr. Chartrand seconded. The motion passed 5-0.

c. Rename Exeter Train Committee

Mr. Chartrand said the committee had its first meeting last week, and they would like to be known as the "Train Station Committee," as they don't do anything with the train itself. They're looking to improve amenities at the train station.

MOTION: Mr. Chartrand moved to rename the Exeter Train Committee to the Exeter Train Station Committee, effective immediately. Ms. Gilman seconded. The motion passed 5-0.

d. Train Station Committee

Mr. Chartrand said at the meeting, Darren Winham gave a presentation on a design charette. This memo describes the process and we're hoping the Board will approve the Chair to sign a letter.

Ms. Gilman asked if Darren has talked to Plan NH about the charette we did a few years ago. Mr. Chartrand said yes, but this will focus on the C1 district. Ms. Roy said Darren feels that they're looking favorably on our pending application for a summer charette.

MOTION: Mr. Chartrand moved to authorize the Select Board Chair to sign a letter of support for the Exeter Train Station Committee's application to Plan NH for the charette design program. Ms. Belanger seconded. The motion passed 5-0.

Ms. Roy said Exeter, Dover, Durham, and Portsmouth were contacted by the MBTA about a federal grant to improve the rail line that services the Amtrak. Would the Board consider a letter of support? Mr. Papakonstantis asked when they need this, and Ms. Roy said January 28. Mr. Chartrand said it would be a neighborly thing to do. Ms. Roy read the proposed letter of support.

Mr. Chartrand said if we wanted something done in NH or ME, it would be nice to give them our support now.

MOTION: Mr. Chartrand moved to authorize the Select Board Chair to sign a letter of support for the MBTA to seek FSP National Funding for the Draw One Bridge Replacement Project. Ms. Belanger seconded. The motion passed 5-0.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Belanger moved to approve a Solar Exemption for 73/66 in the amount of \$4,000 for tax year 2026. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve a Solar Exemption for 65/142 in the amount of \$13,500 for tax year 2026. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve Veterans Credits for 47/8/3227, 71/96/4, 64/105/83 in the amount of \$500 each for tax year 2026. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve Veterans Credits for 33/11, 86/17, and 19/16/54 in the amount of \$2,000 each for tax year 2026. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an Abatement for 65/113 in the amount of \$4,897.59 for tax year 2024. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an Abatement for 65/113 in the amount of \$5,164.63 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an Abatement for 69/2 in the amount of \$21,256.96 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

MOTION: Ms. Belanger moved to approve an Abatement for 47/8/3234 in the amount of \$187.60 for tax year 2025. Mr. Chartrand seconded. The motion passed 5-0.

Mr. Chartrand recused himself from the next item.

Mr. Papakonstantis said we have a memo from the Deputy Tax Collector for a refund request from RiverWoods. The amount is \$165.41. Mr. Stevens said it has to do with what our online system will allow us to pay.

MOTION: Ms. Belanger moved to refund the tax late fee in the amount of \$165.41 for the RiverWoods Group for property located at 7 Riverwoods Drive, Parcel 97/23. Ms. Gilman seconded. Mr. Chartrand was recused and did not vote. The motion passed 4-0.

b. Permits & Approvals

i. Pairpoint Park Donations

Mr. Papakonstantis said the Exeter Area Greater Federation of Women's Clubs' Environmental Committee is looking to donate \$400. Mr. Stevens said we hope to come in once a month with a slate of donations to accept.

MOTION: Ms. Belanger moved to accept the \$400 donation from the Exeter Area Greater Federation of Women's Clubs Environmental Committee for the design and construction of Pairpoint Park and to direct the funds be held by the Trustees of Trust Funds in a new trust account called the Pairpoint Park Fund.

Disbursement of the funds shall be made by the authorization of the Town Manager or their designee for the purpose of designing and/or constructing Pairpoint Park. Mr. Chartrand seconded. The motion passed 5-0.

ii. Use of Water/Sewer Impact Fees

Mr. Stevens said this is an annual exercise to make sure we're employing the impact fees from Water/Sewer in a timely way by putting them towards debt service for Water/Sewer.

MOTION: Ms. Belanger moved that Water and Sewer Impact fees collected in 2024 be transferred to the General Fund operating account to offset debt payments on Water and Sewer Completed projects as follows: Water Impact Fee \$40,260; Sewer Impact Fee \$22,350. Mr. Chartrand seconded. The motion passed 5-0.

c. Town Manager's Report

i. Ms. Roy said the Westside Drive project water main break yesterday. Fidium has been contacted multiple times regarding underground lines that are not coming up where they're telling us they should. There's some concern about whether the people of Westside are still using these lines. Steve Cronin is working with Legal to see what we can do.

ii. She's been working on this budget presentation and some personnel issues.

d. Select Board Committee Reports

- i. Ms. Gilman said the Energy Committee is finishing up the Window Dressers program this Thursday. There were more volunteers than applicants this year. She also discussed State-level issues.
- ii. Ms. Belanger said the Planning Board held a public hearing on an amendment to site plan review and subdivision regulation. There's a new section 8.7.9 on bicycle infrastructure. The applicants' requests were granted. Housing Advisory had a great meeting with the Director of the Exeter Housing Authority and talked about collaboration options. We also talked about the Housing Champion award and another housing charette.
- iii. Ms. Cowan attended a Water/Sewer Advisory Committee meeting where they dealt with a number of abatements. They also had a discussion about the Lindt Chocolate Factory request for additional capacity which will come to the Board Feb 2nd. We voted to recommend it to the Select Board.
- iv. Mr. Chartrand said he will give his report at the next meeting.
- v. Mr. Papakonstantis said the Tree Committee is ready to plant once the drought is over.

e. Correspondence

- i. A letter from DRA on the 2024 Exeter Cyclical Revals.
- ii. Information on Legislative Alerts.
- iii. The NHMA bulletin

9. Review Board Calendar

- a. The next meetings are February 2, Tuesday February 17, March 2, March 16, and March 30. Deliberative Session is Jan 31, and the Election is March 10. There will be a public meeting February 9 to invite the public to come and talk with us about what they're looking for in a Town Manager, and asked the Board what time that should be. Ms. Cowan suggested 6 to 8 PM and the Board agreed.

10. Non-Public Session

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

11. Adjournment

MOTION: Mr. Chartrand moved to adjourn. Ms. Belanger seconded. The motion passed 5-0 and the meeting was adjourned at 10:15 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments/Resignations



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

**Statement of Interest
Boards and Committee Membership**

Interview
12/22/25
6:40 PM
confirmed

Committee Selection: Housing Authority

New

Re-Appointment

Regular

Alternate

Name: Megan Spencer

Email: maspence4516@gmail.com

Address: 38 Pine St, Exeter, NH 03833

Phone: 610-620-4616

Registered Voter: Yes No

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

For the last year, I have served on the Housing Advisory Committee for the Town of Exeter. I'm interested in deepening my understanding of the existing policies and programs related to housing in Exeter, and I view Housing Authority as the next logical step. I am currently on sabbatical from professional work, but bring 20+ years of analytics and insights leadership experience in Fortune 500 companies (plus 10+ years of direct and board service in the communities where I reside).

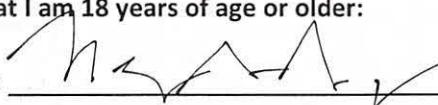
If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: 

Date: December 13, 2025



Town of Exeter

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

SB Interview

December 22, 2025

6:50 PM

6:30 PM

January 20, 2025

6:50 PM

6:30 PM

Statement of Interest CONFIRMED RECEIVED

Boards and Committee Membership

DEC 1 0 2025

Committee Selection: Exeter Housing Authority

Town Manager's Office

New

Re-Appointment

Regular

Alternate

Name: Kevin Fleming Email: flemingkevin23@gmail.com

Address: 11 Cass Street Phone: 603-778-8544

Registered Voter: Yes No

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

- Interest in serving the Town of Exeter

- Interest in Housing as a part of a vibrant community

- Have served on boards of directors before

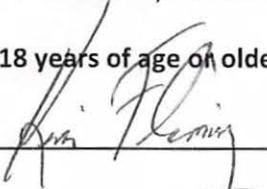
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- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start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

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

Signature: 

Date: 12/3/25

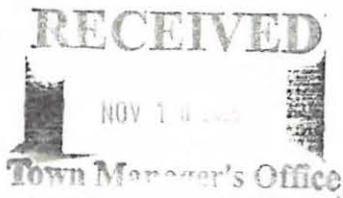
To be completed by Select Board upon appointment:

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

Discussion/Action Items

Deliberative Session Review

Exeter Country Club (ECC) Discretionary Easement



CELEBRATING 40 YEARS OF SERVICE TO OUR CLIENTS

LIZABETH M. MACDONALD
ROBERT M. DEROSIER
CHRISTOPHER L. BOLDT
DOUGLAS M. MANSFIELD
KATHERINE B. MILLER
CHRISTOPHER T. HILSON
HEIDI J. BARRETT-KITCHEN
ERIC A. MAHER
CHRISTOPHER D. HAWKINS
JOHN K. BOSEN
ELAINA H. SMITH
WILLIAM K. WARREN
JONATHAN D. SEEM
KATIE A. MOSHER

OF COUNSEL
MOLLY C. FERRARA
SCOTT S. ANDERS
COURTNEY P. VAUGHAN: MA only

RETIRED
MICHAEL J. DONAHUE
CHARLES F. TUCKER
ROBERT D. CIANDELLA
JOHN J. RATIGAN
DENISE A. POULOS
SHARON CUDDY SOMERS
NICHOLAS R. AESCHLIMAN

November 7, 2025

Via electronic and regular mail

mroy@exeternh.gov

Melissa Roy, Interim Town Manager
Town of Exeter
10 Front Street
Exeter, NH 03833

Re: The Exeter Country Club/Discretionary Easement

Dear Ms. Roy:

I represent The Exeter Country Club (the “ECC”) owner of property located at 58 Jady Hill Avenue as shown on the Town of Exeter Tax Map 52, Lot 1 (the “Property”). I am writing to you to make a request to be placed on the Select Board’s agenda for the next available meeting to discuss the Discretionary Easement as more fully set forth below.

Currently there is a Discretionary Easement pursuant to NH RSA 79-C on approximately 17 acres of the Property under the agreement with the Town recorded at the Rockingham County Registry of Deeds on March 30, 2016, at Book 5701, Page 2402 (copy enclosed). Additionally, there is a Conservation Easement to the Town on approximately 55.35 acres of the Property (copy enclosed). The total acreage of the Property is approximately 73.35 acres (see enclosed plan D-18931).

As you may know, the ECC has a clubhouse which dates back to 1953/1954 with additions thereafter. Although still functional, the members believe that it needs to be renovated, not only to keep it functional, but to enhance the revenue-generating opportunities of the ECC and thereby continue to remain a viable recreation space for its members, the Exeter community and the public at large. Consistent with the Discretionary Easement, the nine hole golf course is operated as a public course and as such is limited in its ability to raise the funds necessary for the renovation. In an effort to raise funds, the ECC is exploring subdividing off a parcel of approximately 10 acres of the 17 acres currently encumbered by the Discretionary Easement.

The Discretionary Easement expires in March of 2026 and based on a discussion my client and I had at a meeting with Janet Whitten, the Assessor and Scott Marsh of MRI, it is our

DONAHUE, TUCKER & CIANDELLA, PLLC

16 Acadia Lane, P.O. Box 630, Exeter, NH 03833

111 Maplewood Avenue, Suite D, Portsmouth, NH 03801

Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253

83 Clinton Street, Concord, NH 03301

November 7, 2025

Page 2

understanding that there would be no penalty if it were allowed to expire. It would however result in a reclassification for tax purposes of the 17 acres. Once the 10 acres are sold, the purchaser will be responsible for the taxes. However, the 7 remaining acres would be less than the minimum 10 acres required for a discretionary easement under the statute. For a small club such as ECC a significant increase in taxes would be detrimental to the continued viability of ECC. My client would like to file an application to renew the Discretionary Easement on the 7 acres, plus 3 acres included in the Conservation Easement. This would not remove the 3 acres from the Conservation Easement but instead add the additional burdens of the Discretionary Easement to them. In other words, the 3 acres would be subject to two easements. In order to file an application to accomplish this, ECC would have to pay for a survey and appraisal, both of which are costly. It is our hope that we could have a discussion with the Selectboard to determine if it would view this approach favorably before we incur those expenses.

I will give you a call to discuss.

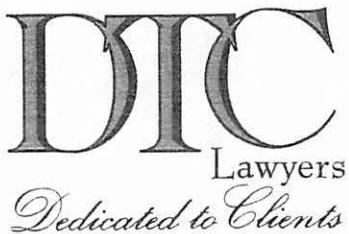
Thank you for your consideration.

Sincerely,
DONAHUE, TUCKER & CIANDELLA, PLLC



Lizabeth M. MacDonald
lmacdonald@dtclawyers.com

cc: Pam McElroy, Senior Executive Assistant (email only: pmcelroy@exeternh.gov)
Marc Carboneau, President, The Exeter Country Club (email only)



CELEBRATING 40 YEARS OF SERVICE TO OUR CLIENTS

LIZABETH M. MACDONALD
ROBERT M. DEROISIER
CHRISTOPHER L. BOLDT
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OF COUNSEL
MOLLY C. FERRARA
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RETIRED
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DENISE A. POULOS
SHARON CUDDY SOMERS
NICHOLAS R. AESCHLIMAN

Via electronic and regular mail

October 22, 2025

Janet Whitten, CNHA, Assessor
Town of Exeter
10 Front Street
Exeter, NH 03833

Re: Discretionary Easement

Dear Ms. Whitten:

First, I want to thank you again for meeting with me on October 8, 2025 to go over the Town's file and discuss the Discretionary Easement pursuant to NH RSA 79-C on approximately 17 acres of my client, The Exeter Country Club's property (Tax Map 52, Lot 1) under the agreement recorded at the Rockingham County Registry of Deeds on March 30, 2016 at Book 5701, Page 2402.

As you may know, The Exeter Country Club (the "ECC") has a clubhouse which dates back to 1953/1954 with additions thereafter. Although still functional, the members believe that it needs to be renovated, not only to keep it functional, but to enhance the revenue-generating opportunities of the ECC and thereby continue to remain a viable recreation space for its members and the public at large. Consistent with the Discretionary Easement, the nine hole golf course is operated as a public course and as such is limited in its ability to raise the funds necessary for the renovation. In an effort to raise funds, the ECC is exploring subdividing off a parcel of approximately 10 acres of the 17 acres currently encumbered by the Discretionary Easement. The purpose of this letter is to determine what the municipal tax consequences will be in the event the ECC goes forward with a subdivision of the 17 acres, selling 10, and retaining 7.

1. End of Term. It is my understanding based on our discussion that the only agreement applicable to the current Discretionary Easement is the agreement referenced above. Since there is no stated end date to the ten-year term, please advise when the Town

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believes the ten-year term ends. It appears to have been signed by the last party required to sign it on March 28, 2016 and recorded on March 30, 2016.

2. Consequences of Expiration/Non-Renewal.

- a. If the ECC does not renew the Discretionary Easement, what are the tax consequences going forward?
- b. Would there be anything due upon expiration of the Discretionary Easement?
- c. Could the ECC seek to qualify 3 acres encumbered by the Conservation Easement as part of the Discretionary Easement to add to the remaining 7 acres which will be retained by the ECC if subdivision occurs as contemplated and thereby maintain the Discretionary Easement qualification?

My client has commenced negotiations with potential purchasers of the ten acres. The questions related to the Discretionary Easement are threshold matters in my client's determination of whether it will go forward or not with a sale. We have set forth our preliminary questions, however given the complexity of the issues, we know that there will be more and that a discussion with you would be very helpful. Given the impending termination date and the need for any potential purchaser to be able to do their due diligence on the property which they will not do in the absence of a purchase and sale agreement nor will they be able to do in the winter, we need to understand the consequences as soon as possible. To that end, we would like to schedule a meeting with you and any of the other Town officials you feel would be helpful to have a full discussion of the issues presented. I will give you a call to schedule that meeting.

In the meantime, if you need additional information from my client, we are happy to provide it.

Sincerely,

DONAHUE, TUCKER & CIANDELLA, PLLC



Lizabeth M. MacDonald
lmacdonald@dtclawyers.com

cc: Marc Carbonneau, President

Ends 2026

BK 5701 PG 2402

FORM
PA-36NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME <i>THE EXETER COUNTRY Club</i>	FIRST NAME
	LAST NAME	FIRST NAME
STREET ADDRESS <i>P.O. Box 1088</i>		
ADDRESS (CONTINUED) <i>58 Jady Hill Ave</i>		
TOWN/CITY <i>EXETER</i>	STATE <i>NH</i>	ZIP CODE <i>03833</i>

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET <i>58 Jady Hill Ave</i>			
	TOWN/CITY <i>EXETER</i>		COUNTY <i>Rockingham</i>	
NUMBER OF ACRES IN PARCEL <i>APPROX. 73 ACRES</i>		NUMBER OF ACRES IN REQUESTED EASEMENT <i>APPROX. 17 ACRES</i>		
MAP # <i>52</i>	LOT # <i>1</i>	BOOK # <i>2569</i>	PAGE # <i>1535</i>	TAX YEAR <i>2016</i>
CHECK ONE: <input type="checkbox"/> Original Application <input checked="" type="checkbox"/> Renewal				

STEP 3 REASON FOR DISCRETIONARY EASEMENT APPLICATION

Preservation of a Golf Course Preservation of an airport Preservation of Open Space
 Preservation of land for outdoor recreation by/or for the education of the general public

Description of Public Benefit:

*THE CLUB SEEKS A 10 YR DISCRETIONARY EASEMENT TO PRESERVE
THE GOLF COURSE AND THE OPEN SPACE ASSOCIATED WITH IT.*

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) <i>PAUL G SCAFFI</i>	PRESIDENT	SIGNATURE (in black ink) <i>Paul G Scaff</i>	DATE <i>3/3/16</i>
TYPE OR PRINT NAME (in black ink) <i>HARRY B THAYER III</i>	SECRETARY	SIGNATURE (in black ink) <i>Harry B Thayer III</i>	DATE <i>3/3/16</i>
TYPE OR PRINT NAME (in black ink)		SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)		SIGNATURE (in black ink)	DATE

FORM
PA-36NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT APPLICATION
(CONTINUED)

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

<input checked="" type="checkbox"/> APPROVED	Pending approval of Discretionary Easement agreement by landowner and assessing officials.
<input type="checkbox"/> DENIED	

Comments: *52/1 10 yr term for 17 acres at
\$150.00/ac*

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (ink black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink)	<i>S. W. Hartland</i>	3/28/16
<u>P.W. CHARTLAND</u>	<i>P.W. Chartland</i>	3/16/16
TYPE OR PRINT NAME (ink black ink)	<i>My Delaney</i>	3/16/16
TYPE OR PRINT NAME (ink black ink)	<i>My Delaney</i>	

STEP 7 DOCUMENTATION

(a) A map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
(b) An appraisal justifying the value of the requested easement.	Yes <input type="checkbox"/> No <input type="checkbox"/>

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT				2211	EXETER, NH
EXETER COUNTRY CLUB		1 Level	1 All Public	1 Paved	2 Suburban	Description	Code	Appraised	Assessed		
		4 Rolling				COMMERC.	3800	200,800	200,800		
SUPPLEMENTAL DATA											
PO BOX 1088		Alt Prcl ID 0052 0001 0000		A12:		COMMERC.	3800	333,100	333,100		
EXETER	NH	Easement: DISCRE:		Historic:		COM LAND	3800	76,000	76,000		
		Book/Page 2782/0392-4662/2809		Antenna/T							
		TIF Dist:		79E Dist:							
		TIF Value:									
		A9:									
		GIS ID 052-001-0000		Assoc Pid#							
						Total		609,900	609,900		

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)						
EXETER COUNTRY CLUB		1406	0290	08-28-1956	U	V	0	Year	Code	Assessed	Year	Code	Assessed	
								2025	3800	200,800	2024	3800	200,800	
									3800	333,100		3800	333,100	
									3800	76,000		3800	76,000	
								Total		609,900	Total	609,900	Total	609,900

EXEMPTIONS			OTHER ASSESSMENTS						APPRAISED VALUE SUMMARY				
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int	This signature acknowledges a visit by a Data Collector or Assessor				
Total													

ASSESSING NEIGHBORHOOD												NOTES					
Nbhd	Nbhd Name	B	Tracing	Batch	8/25 BP CANCELLED					VALUE NON-TAXABLE,PORTS CC V.GREENLND							
0001					9 HOLES COURSE-1/15 CORRECTED SPRINKLED					4662/2809 4/06							
					4/04 RECAL. \$/HOLEVALUE,J					DISCRETIONARY EASEMENT							
					DISCRETIONARY EASEMENT 4/2016 10 YRS					2782/0392 4662/2809 5701/2402							
					ON A \$150/AC LAND VALUE					CONSERVATION EASEMENT							
					9/05/SUPREME CT,2004-501HOLE												
												Total Appraised Parcel Value					609,900

BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY				
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result		
23-294	10-03-2023	DE	Demolish	20,000	03-18-2024	100	08-12-2025	DEMO CLUB HOUSE/CANCE	04-15-2024	JB		60	BP/QR - Ext			
13-059	03-04-2013	RE	Remodel	20,000		100	04-01-2013	REDOING B&G CEILING AND	03-18-2024	PGM		60	BP/QR - Ext			
10-131	04-20-2010	GA	Garage	10,000		100	04-01-2011	DEMOLISH 16X24 GARAGE	09-16-2021	CA		01	Measur+1Visit			
96-059	05-16-1997	CM	Commercial	12,000		100	04-01-1997	PUMP HOUS	02-11-2019	PGM		15	Res Field Revw			
96-059A	03-28-1996			12,000		100	03-28-1997	NE N/R BL	09-17-2010	JD		41	Change Source Info			
									07-21-2008	JW		14	Commercial Field Review			
										RD		00	Measur+Listed			

LAND LINE VALUATION SECTION												NOTES					Location Adjustment			Adj Unit Pric	Land Value
B	Use Code	Description		Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nhbd Adj	Notes			Location Adjustment		Adj Unit Pric	Land Value		
1	3800	GOLF CRSE		R-2		43,560	SF	3.75	1.50000	C	1.00	60	1.100				0	6.19	269,500		
1	3800	GOLF CRSE		R-2		17,000	AC	150.00	1.00000	0	1.00	60	1.100			0	165	2,800			
1	3800	GOLF CRSE		R-2		55,250	AC	10,000.00	1.00000	0	0.10	60	1.100	3/2016 DISCRETIONARY EA			0	1,100	60,800		
														1989 CONSERVATION EASE							
Total Card Land Units						73.25	AC	Parcel Total		Land Area: 73.25						Total Land Value		333,100			

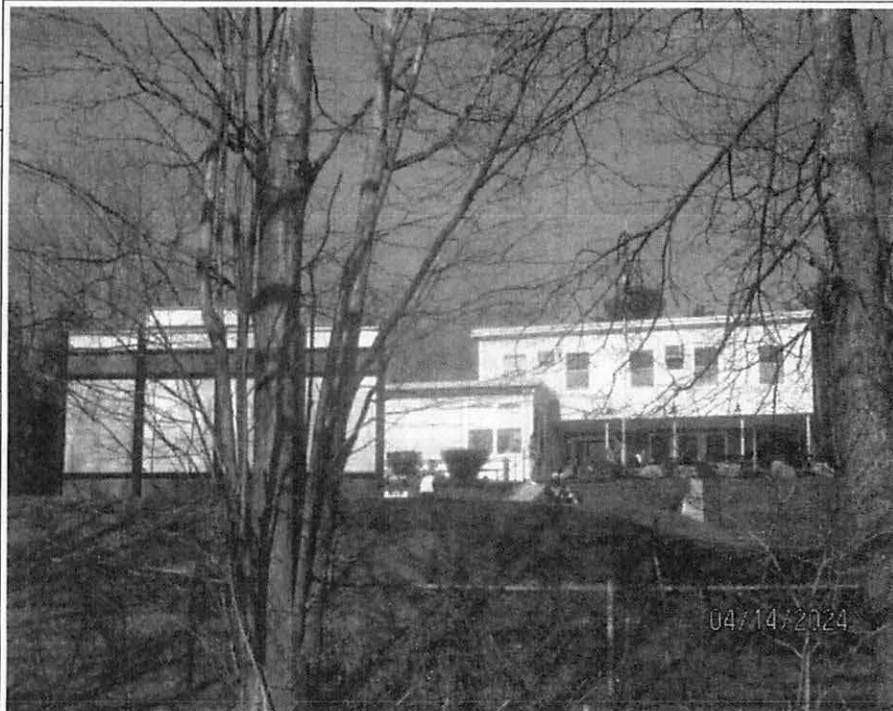
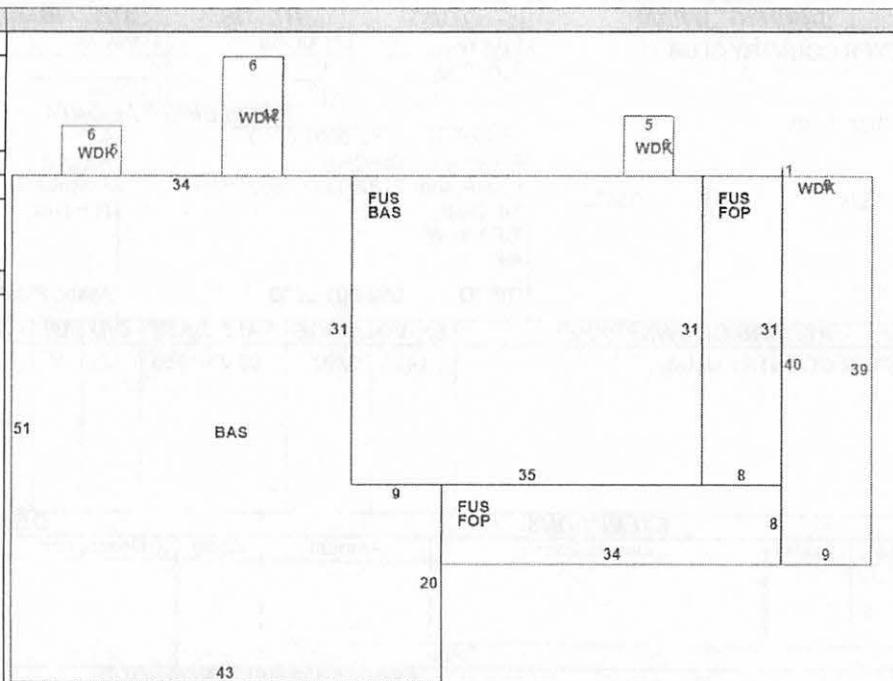
CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	38	Country Club			
Model	94	Commercial			
Grade	03	Average			
Stories:	2				
Occupancy	1.00		MIXED USE		
Exterior Wall 1	25	Vinyl Siding	Code	Description	
Exterior Wall 2			3800	GOLF CRSE	
Roof Structure	01	Flat		100	
Roof Cover	04	Tar & Gravel		0	
Interior Wall 1	01	Minim/Masonry		0	
Interior Wall 2	05	Drywall/Sheet	COST / MARKET VALUATION		
Interior Floor 1	15	Quarry Tile	RCN	497,854	
Interior Floor 2	12	Hardwood			
Heating Fuel	02	Oil	Year Built	1954	
Heating Type	04	Forced Air-Duc	Effective Year Built	1994	
AC Type	06	Ductless A/C	Depreciation Code	A	
Bldg Use	3800	GOLF CRSE	Remodel Rating		
Total Rooms			Year Remodeled		
Total Bedrms	00		Depreciation %	60	
Total Baths	0		Functional Obsol		
%Taxable	1		External Obsol		
Heat/AC	02	HEAT/AC SPLIT	Trend Factor	1	
Frame Type	03	MASONRY	Condition		
Baths/Plumbing	03	ABOVE AVERAGE	Condition %		
Ceiling/Wall	06	CEIL & WALLS	Percent Good	40	
Rooms/Prnts	02	AVERAGE	RCNL	199,100	
Wall Height	8.00		Dep % Ovr		
% Comm Wall	0.00		Dep Ovr Comment		
1st Floor Use:	3800		Misc Imp Ovr		
			Misc Imp Ovr Comment		
			Cost to Cure Ovr		
			Cost to Cure Ovr Comment		

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value
FPL2	1.5 STY	B	1	4200.00	1989		40		0.00	1,700
PAV1	PAVING-ASPH	L	22,000	3.00	1996		50		0.00	33,000
FN3	FENCE-6' CHAI	L	280	14.00	1996		50		0.00	2,000
FGR1	GARAGE-AVE	L	384	24.00	2010		90		0.00	8,300
FGR1	GARAGE-AVE	L	2,454	24.00	1996		50		0.00	29,400
PAT1	PATIO-AVG	L	736	5.00			90		0.00	3,300

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	2,999	2,999	2,999	104.11	312,226
FOP	Porch, Open, Finished	0	520	130	26.03	13,534
FUS	Upper Story, Finished	1,605	1,605	1,605	104.11	167,097
WDK	Deck, Wood	0	483	48	10.35	4,997



04/14/2024

Ttl Gross Liv / Lease Area 4,604 5,607 4,782 497,854

CONSERVATION EASEMENT DEED

02991

I, Edward Kochy, President of the Exeter Country Club, Inc., a non-profit corporation duly organized and existing under the laws of the state of New Hampshire, with a principal place of business at Jady Hill Avenue, Town of Exeter, County of Rockingham, State of New Hampshire, and with a mailing address of Box 1088, Exeter, NH 03833, (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns),

For consideration paid, grant to the Town of Exeter with an address of 10 Front Street, Exeter, County of Rockingham, State of New Hampshire, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns),

304 NH '89

FEB 22 1989

With WARRANTY covenants, in perpetuity the following described Conservation Easement, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, over a certain parcel of land located on Jady Hill Avenue, Exeter, Rockingham County, State of New Hampshire, exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation and recreation values of the Property; and
2. To preserve the land subject to this easement for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee, its permitted successors or assigns, as more particularly described below; and
3. To preserve open spaces of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance.";

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to a portion of a certain parcel of land (herein referred to as the "Property"), consisting of a portion of a golf course, forest land, and salt marsh situated in the Town of Exeter, County of Rockingham, the State of New Hampshire, more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof.

The 72-acre golf course, founded in the late 19th century, is one of the oldest in the country. The easement area has over 2000 feet of frontage on the Squamscott River, which is a tidal river feeding the Great Bay Estuary. The Squamscott River has over 25% of the salt marsh in the entire estuary. The woodland areas of the golf course are a registered Tree Farm. The property also provides access to a 13.36-acre town conservation area, known as the Irvine Property, at the junction of the Squamscott River and Wheelwright Creek. Together, the properties protect an important river corridor that is critical for the protection of flyways of migratory waterfowl, and the habitat of an endangered species, the common moorhen, and an endangered plant, the stout bulrush.

These significant conservation values are set forth in detail in baseline documentation on file with the Grantee.

The Conservation Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and except commercial activities associated with the corporate purposes of the Grantor, being golf and other outdoor recreational activities, and not detrimental to the purposes of this Easement.

i. For the purposes hereof "agriculture" and "forestry" shall include agriculture, animal husbandry, floriculture and horticulture activities; the production of plant and animal products for domestic or commercial purposes, for example the growing and stocking of Christmas trees or forest trees of any size capable of producing timber, maple syrup and other forest products; and the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.

ii. Agriculture and forestry on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

B. The Property shall not be subdivided.

C. No structure or improvement such as a dwelling, dock, tennis court, swimming pool, miniature golf course, road, dam, fence, bridge, aircraft landing strip, asphalt, culvert, tower, mobile home, or shed shall be constructed, placed or introduced onto the Property except as necessary in the accomplishment of the agricultural, forestry, conservation, or permitted outdoor recreational uses of the Property and not detrimental to the purposes of this easement. Fences for the purpose of securing the Property are allowed.

D. No changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed that would harm state or federally recognized rare or endangered species. In addition, none of the aforementioned shall be allowed except as necessary in the accomplishment of the agricultural, forestry, habitat management, conservation or outdoor recreational uses of the Property and not detrimental to the purposes of this easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, forestry, conservation or outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

2. RESERVED RIGHTS

A. Grantor reserves the right to install, maintain, repair or replace utilities on the Property that serve the Property or unrestricted land of the Grantor.

B. Grantor reserves the right to maintain and improve all existing and future golf course areas. Any such improvement, including but not limited to relocation of a green, construction of a tee, or commercial harvesting of timber, shall be reviewed by the Grantee for consistency with the conservation purposes of this Conservation Easement Deed.

C. Grantor reserves the right to create ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, or golf course improvement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active.

D. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this Easement.

E. Grantor reserves the right to post against vehicles, motorized or otherwise.

F. Grantor reserves the right to post against hunting.

G. Grantor reserves the right to enforce against trespassers not using the property in accordance with Paragraphs A, B, C, and D of Section 3 of this Conservation Easement Deed.

3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. There is hereby conveyed pedestrian access to, on and across the Property for fishing and other transitory passive recreational purposes, including but not limited to, sledding, hiking, and cross-country skiing, but not camping, by members of the public, during periods of sufficient snow cover; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest. All such passive recreation activities shall be permitted when weather conditions allow such activities without causing damage to the premises which would be inconsistent with the conservation purposes of this Conservation Easement and with the commercial uses allowed hereunder.

C. The Grantee has the right to construct, manage, use, and maintain a trail as a public footpath in the presently wooded areas along the Squamscott River and to create and maintain vistas or overlooks associated with said trail. The Grantee has the right to build rude bridges, boardwalks and other devices to permit pedestrian movement along said right-of-way for the purpose of exercise and nature appreciation. The width, design and location of said trail shall be mutually agreed upon by Grantor and Grantee.

D. The Grantor hereby conveys to the Grantee an easement along the southern property line, shown on Plan D, Number 18931 recorded at the Rockingham County Registry of Deeds, five (5) feet in width for pedestrian access from Jady Hill Avenue to the trail described in section 3.C above. The location of said easement may be changed from time to time with the mutual consent of Grantor and Grantee.

E. The Grantee may use a right-of-way and easement of one rod in width for use by the public to gain access to the town owned conservation land known as the Irvine Property. The location of said right-of-way is shown on a survey entitled "Plan of Land in Exeter NH. Exeter Country Club", recorded at the Rockingham County Registry of Deeds as Plan #D-18931. The Grantee may pass and repass over said right-of-way with motor vehicles for emergency and maintenance purposes.

For routine pedestrian use, the Grantee and Grantor may agree upon an alternate footpath.

F. Prior to the erection of structures on the Property, the Grantor shall submit plans to the Grantee for approval. Grantee shall have the right to approve or disapprove said plans, based on consistency with the purposes of this Conservation Easement Deed. Such approval shall not be unreasonably withheld. The term "structures" as used in this section shall not include tees, bunkers, greens or associated landscaping.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire or the U.S. Government or any subdivision of either of them consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code, as amended, which government unit has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be paid 12.74% to the Grantor and 87.26% to the Grantee which percentages represent the full and fair market values of the respective interest of the Grantor and Grantee in the Property which is the subject of this Easement Deed immediately after the execution and delivery hereof taken as a proportion of the sum of said values. The Grantee shall use its share of in a manner consistent with the conservation purposes set forth.

The Grantee by accepting and recording this Conservation Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement Deed is delivered.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of February, 1989.

Charles F. Tuck
Witness

Edward Kochy
Grantor: Edward Kochy

The State of New Hampshire
Rockingham , ss.

Personally appeared Edward Kochy who acknowledged the foregoing to be his voluntary act and deed.

Before me,

Charles F. Tuck
Justice of the Peace/Notary Public

ACCEPTED: Town of Exeter

By: George N. Clark
Title: Town Manager
Duly Authorized

EXHIBIT A

Being bounded and described as follows:

All that land of said Country Club located Northeasterly of the following line; beginning at a point at Wheelwright Creek thence continuing approximately 10 feet North 65° 03' 20" West to an iron pin; thence continuing in the same course 71.67 feet to an iron pin; thence continuing North 65° 02' 35" West, in part along a stone wall, 908.83 feet to a drill hole in the end of a stone wall; thence turning and running along said stone wall South 33° 49' 07" West 59.41 feet to a drill hole in the end of said stone wall; thence continuing in part along said stone wall South 20° 30' 50" West 333.78 feet to a drill hole in the end of said stone wall thence turning and running North 67° 44' 42" West 777.95 feet to a stone bound at land now or formerly of Charles and Mabel Hayes; thence turning and running along land of said Hayes North 49° 23' 10" West 300.35 feet to an iron pin approximately 10 feet from Squamscott River, thence continuing in the same course approximately 10 feet more or less to the Squamscott River; said area covered by the conservation easement being 55.35 acres more or less.

TITLE V TAXATION

Chapter 79-C DISCRETIONARY EASEMENTS

Section 79-C:1

79-C:1 Declaration of Public Interest. – It is hereby declared to be in the public interest to encourage the preservation of open space which is potentially subject to development, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, recreational, and wildlife resources. It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. The means for encouraging preservation of open space authorized by this chapter is the acquisition of discretionary easements of development rights by town or city governments on such open space land which provides a demonstrated public benefit.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:2

79-C:2 Definitions. –

In this chapter:

- I. "Discretionary easement" means a restriction of open space land granted to a city or town for a term of 10 or more years.
- II. "Public benefit" shall have the meaning described in RSA 79-C:3.
- III. "Golf course land" means a parcel of 10 acres or more of land used in the playing of the game of golf including greens, fairways, tees, traps, and roughs, and such other areas which are located within the established playing area.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:3

79-C:3 Qualifying Land. –

- I. Any owner of land which does not meet the criteria for open space land as defined in RSA 79-A but meets the tests of demonstrated public benefit in paragraph II of this section and who wishes to keep the land in a use consistent with the purposes of this chapter may apply to the governing body of the municipality in which the land is located to convey a discretionary easement to the municipality.
- II. A discretionary easement on open space land shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:
 - (a) The preservation of land for outdoor recreation by, or for the education of, the general public where:
 - (1) The general public has the regular opportunity for access to and use of the land for pedestrian purposes; and
 - (2) The land has conservation and recreational values which make it attractive for public use.
 - (b) A relatively natural habitat for fish, wildlife, or plants, or similar ecosystem, where:
 - (1) The property is in a relatively natural state; and
 - (2) Rare or endangered or threatened species are present; or the property contributes to the ecological viability of a park or other conservation area; or otherwise represents a high quality native terrestrial or aquatic ecosystem.
 - (c) The preservation of open space land, where:
 - (1) There is scenic enjoyment by the general public from a public way or from public waters; or

- (2) The open space protection is pursuant to a clearly delineated federal, state, or local conservation policy.
- (d) The preservation of an historically important land area, where:
 - (1) The property is either independently significant due to recorded local, regional, or state history, or is within a historic district; or
 - (2) The property is immediately adjacent to an historic district; or
 - (3) The land's physical or environmental features contribute to the historic or cultural integrity of a property listed on the National Register of Historic Places.
- (e) The preservation of an airport, as defined in RSA 422, excluding the value of any buildings, runways, or other structures, where:
 - (1) The airport serves, or contributes to satisfying, the air transportation needs of the municipality or of its region; or
 - (2) The continuation of the airport serves to preserve natural habitat or open space as set forth in subparagraphs (b) or (c), which might otherwise be potentially affected by development.
- (f) The preservation of a golf course which meets any of the above tests of public benefit and is open to the general public.
- (g) The preservation of potable water where:
 - (1) The land is owned in fee by a water utility company; and
 - (2) The land is used for sanitary radii, retention dam sites and/or watershed protection purposes which is subject to regulation by the department of environmental services to protect water quality, which land may have a well, booster station/pump house, or retention dam structure and/or related piping.

Source. 1996, 176:1, eff. Aug. 2, 1996. 2019, 117:4, eff. Aug. 20, 2019.

Section 79-C:4

79-C:4 Application Procedure. —

- I. Any owner of land which meets the tests of public benefit in RSA 79-C:3, II may apply to the governing body to grant a discretionary easement to the municipality not to subdivide, develop, or otherwise change the use of such land to a more intensive use inconsistent with the purposes of this chapter.
- II. No owner of land shall be entitled to have a particular parcel of land classified for any tax year under the provisions of this chapter unless the owner has applied to the governing body on or before April 15 of the tax year on a form provided by the commissioner of the department of revenue administration. Such application shall include a map of the land to be subject to the discretionary easement, a description of how the property meets the tests of public benefit in RSA 79-C:3, and an appraisal of the value of the easement to be conveyed.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:5

79-C:5 Approval, Denial. —

- I. If the governing body finds that the proposed use of such land is consistent with the purposes of this chapter, it may take steps to acquire discretionary easements as provided in this chapter. In exercising its discretion, the local governing body may weigh the public benefit to be obtained versus the tax revenue to be lost if such an easement is granted. The governing body shall have no more than 60 days to act upon the application.
- II. If the governing body denies the application to grant a discretionary easement to the municipality, such denial shall be accompanied by a written explanation. The local governing body's decision may be appealed using the procedures of either RSA 79-A:9 or 79-A:11, provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith, discrimination, or the application of criteria other than those set forth in RSA 79-C:3 and paragraph I of this section.
- III. The easement shall be a burden upon the land and shall bind all transferees and assignees of such land. An easement granted pursuant to this subdivision shall not be assigned, transferred, or released by the municipality

without the consent of the owner, except as provided in RSA 79-C:8.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:6

79-C:6 Terms; Recording. – Any easement acquired by the municipality pursuant to this chapter shall be for a minimum of 10 years. The easement terms shall include the method of assessment pursuant to RSA 79-C:7, the terms of expiration pursuant to RSA 79-C:8, II, and the terms of renewal pursuant to RSA 79-C:8, III. The local governing body shall provide for the recording of such easements with the register of deeds. Any costs of recording shall be the responsibility of the applicant.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:7

79-C:7 Assessment of Land Subject to Discretionary Easement. –

The method of assessment of discretionary easement land, excluding any buildings, their curtilage, appurtenances, or other improvements, shall be included as a term of the agreement in any discretionary easement acquired by a municipality, and shall fall within a range of values determined as follows:

- I. One end of the range shall consist of the value such land would have been assigned under the current use values established pursuant to RSA 79-A, if the land had met the criteria for open space land under that chapter.
- II. The other end of the range shall be determined by multiplying 75 percent of the land's fair market value by the current equalization rate.
- III. The local governing body shall have the discretion to set the value of the discretionary easement at a level within this range which it believes reflects the public benefit conferred by the property, under the criteria set forth in RSA 79-C:3 and RSA 79-C:5, I.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:8

79-C:8 Release of Easement, Expiration, Renewal, Consideration. –

I. Any landowner who has granted a discretionary easement to a municipality pursuant to the terms of this chapter, after the effective date of this chapter, may apply to the local governing body of the municipality in which the property subject to a discretionary easement is located for a release from such easement upon a demonstration of extreme personal hardship. Upon release from such easement, a landowner shall pay the following consideration to the tax collector of the municipality:

- (a) For a release within the first half of the duration of the easement, 20 percent of the RSA 75:1 full value assessment of such land.
- (b) For a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such land.

II. The terms of agreement may include specification of an amount, if any, up to 10 percent of fair market value, to be paid upon final expiration of the terms of the discretionary easement or renewed discretionary easement.

III. Upon the expiration of the terms of the discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application; provided, however, that at the time of the original granting of the discretionary easement, the parties may include, as a term of the agreement, a provision for automatic renewal for the same term as the original. Such a provision may include the specification of the manner in which the tax assessment on the property for the next term is to be determined at the time of renewal.

IV. The tax collector shall issue a receipt to the owner of such land and a copy to the local governing body for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the owner who shall record such a release or renewal. A copy of

such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:9

79-C:9 Payment; Collection. –

I. If a consideration is due under RSA 79-C:8, I or II, the assessed value shall be determined as of the actual date of the release or expiration. Any consideration is in addition to the annual real estate tax imposed upon the property, and shall be due and payable upon the release or expiration.

II. Any consideration shall be due and payable by the owner at the time of release or expiration to the municipality in which the property is located. If the property is located in an unincorporated town or unorganized place, the tax shall be due and payable by the owner at the time of release or expiration to the county in which the property is located. Moneys paid to a county under this chapter shall be used to pay for the cost of services provided in RSA 28:7-a and RSA 28:7-b. Any consideration shall be due and payable according to the following procedure:

(a) The commissioner shall prescribe and issue forms to the local assessing officials for the consideration due, which shall provide a description of the property, the discretionary easement, the RSA 75:1 full value assessment, and the amount payable.

(b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the consideration along with a special tax warrant authorizing the collector to collect the consideration under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

(c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of tax. Such bill shall be mailed within 12 months of the release or expiration.

(d) Payment of the consideration shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any consideration not paid within the 30-day period.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:10

79-C:10 Exemption for Eminent Domain. – If any of the land which is subject to a discretionary easement is condemned by any governmental agency or is acquired through eminent domain proceedings, the local governing body shall execute a release of the easement to the owner. None of the liquidated consideration provisions of RSA 79-C:8, I and II shall be applicable to releases granted pursuant to this section.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:11

79-C:11 Local Easement Programs. – This chapter shall not be construed to limit the development of any other state, county, town, or city easement program for conservation, recreation, or other purposes.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:12

79-C:12 Lien for Unpaid Taxes. – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-C:8.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:13

79-C:13 Enforcement. – All taxes levied pursuant to RSA 79-C:8 which are not paid when due shall be collected in the same manner as provided in RSA 80.

Source. 1996, 176:1. 2007, 42:1, eff. July 20, 2007.

Section 79-C:14

79-C:14 Rulemaking. –

The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to:

- I. The application procedures under RSA 79-C:4.
- II. The payment and collection procedures under RSA 79-C:9.

Source. 1996, 176:1, eff. Aug. 2, 1996.

Section 79-C:15

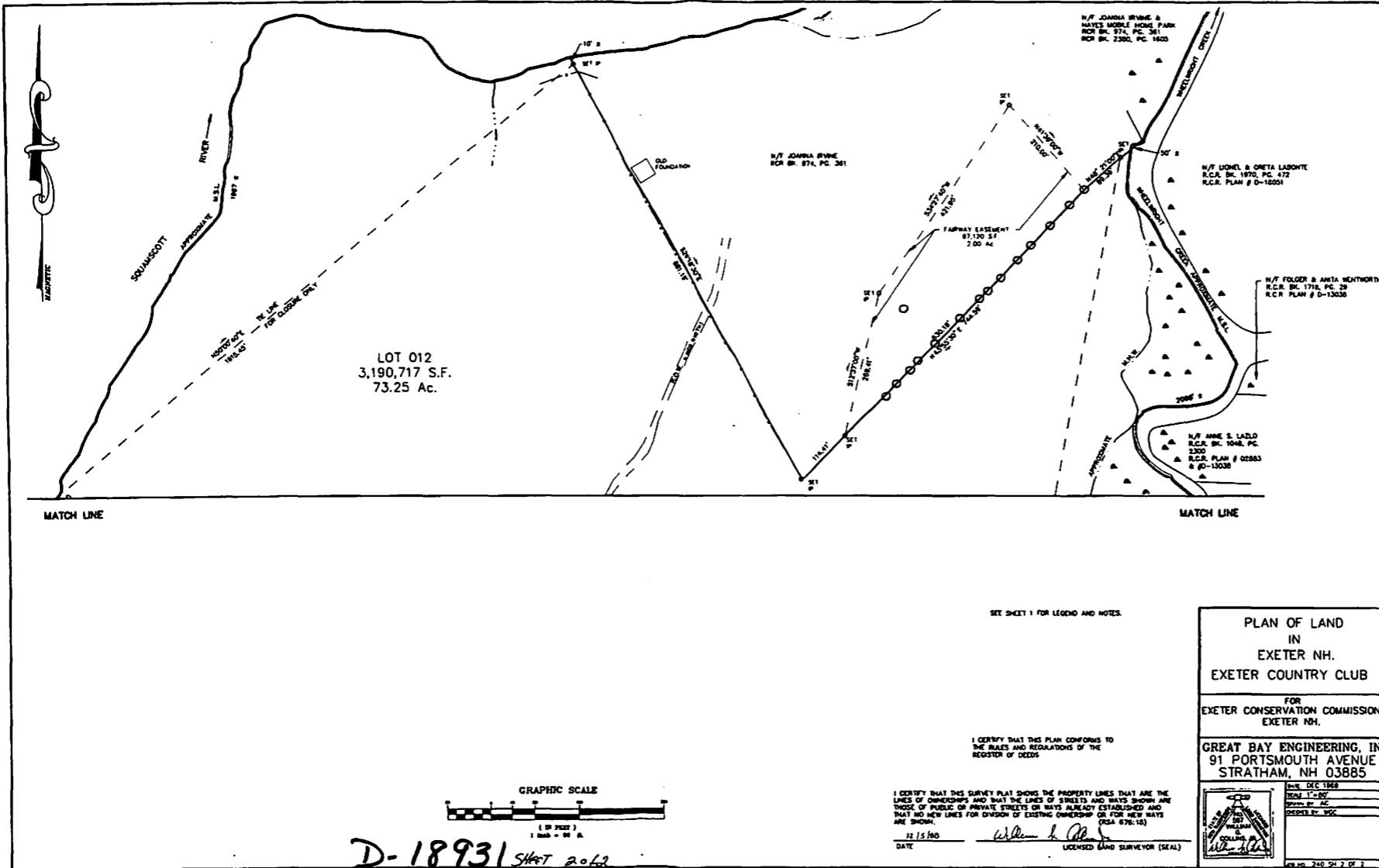
79-C:15 Applicability of Chapter. – All discretionary easement applications which were granted by a municipal governing body on or before August 2, 1996 shall continue to be governed for the remainder of their term of years by RSA 79-A, including those provisions amended or repealed by 1996, 176. This chapter shall apply only to applications for discretionary easements granted after August 2, 1996. The intent of the legislature is to honor the statutory terms upon which the parties relied and under which discretionary easements were granted before the effective date of this chapter. When those easements granted on or before August 2, 1996 expire, they shall be subject to renewal under this chapter.

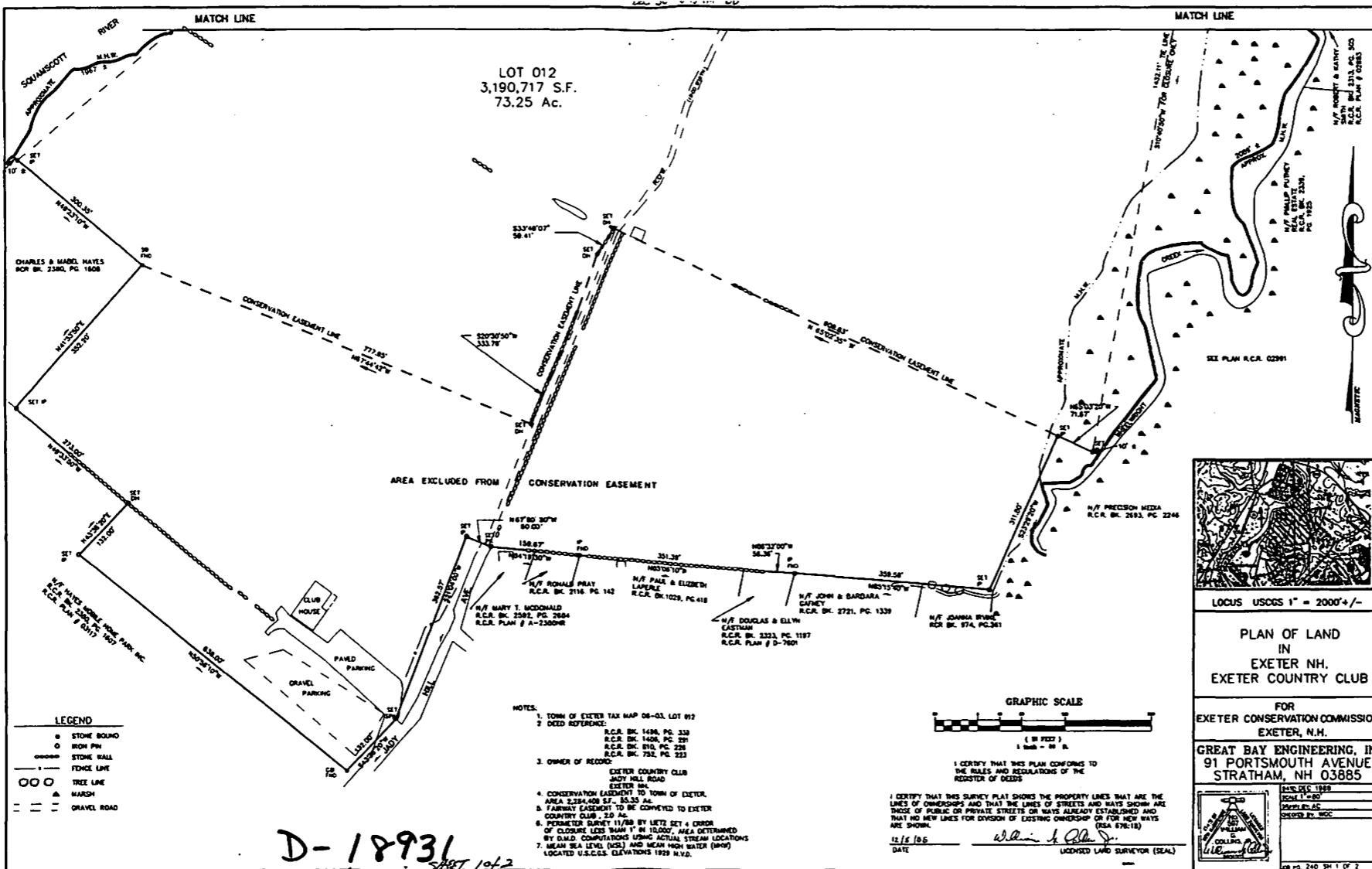
Source. 1997, 47:1, eff. May 19, 1997.

Application Due
April 1st, 2026

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Dec 30 3:45 PM '98





**Water/Sewer Capacity Request and Proposed Funding Partnership
for High Street Sewer Improvements – Lindt/Sprungli**



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: Select Board

FROM: Stephen Cronin, Public Works Director

DATE: January 30, 2026

RE: Lindt USA Water Sewer Capacity Request and Proposed Funding Partnership for High Street Sewer Improvements

SUGGESTED MOTION: Motion to approve Lindt USA's Water Sewer Capacity Request and the proposed Funding Partnership with Stratham Industrial Park for the High Street Sewer Improvements Project, and to further authorize Town staff to finalize the agreement documents.

Lindt USA is requesting additional water and sewer capacity to support continued growth at its Stratham location. To address this need, Lindt is proposing a funding partnership with the Stratham Industrial Park to advance critical sewer infrastructure improvements in Exeter.

Lindt has operated within the Stratham Industrial Park since 1988 and has long been a water and sewer customer of the Town of Exeter. Lindt has held an Industrial Pretreatment Permit with Exeter Public Works since 2010 and has consistently complied with permit conditions while coordinating closely with Town staff as production volumes have increased over time.

Because Lindt is located within the Stratham Industrial Park, its wastewater discharges are constrained not only by Lindt's individual industrial permit, but also by the Industrial Park's overall water and sewer capacity cap of 75,000 gallons per day. While the Industrial Park as a whole remains within this cap, Lindt has outgrown its allocated share as a result of operational growth.

This capacity limitation has been recognized for several years. In 2020, Lindt co-funded a sewer capacity study with the Town of Exeter, which identified hydraulic and structural deficiencies in the Hampton Road, High Street, and Cross-Country sewer corridors. These deficiencies limit downstream capacity and prevent additional wastewater allocations to Exeter's east-side sewer users, including Lindt.

The Town subsequently included the High Street/Cross-Country Sewer Rehabilitation project in the 2026–2031 Water-Sewer Capital Improvement Plan (CIP), with an estimated capital cost of approximately \$4.3 million. The CIP project includes replacement and rehabilitation of sewer mains on High Street, Gilman Lane, and cross-country segments extending toward Drinkwater Road, and is intended to address both capacity limitations and aging infrastructure while enabling future growth.

To advance this solution, Lindt has proposed to fund the High Street sewer improvements that directly address the capacity constraints limiting its operations. Lindt's participation would offset a portion of the CIP project cost currently anticipated to be funded through sewer fees, grants, state revolving fund programs, or borrowing. This proposal represents a public-private partnership that would accelerate needed infrastructure investment while reducing the financial burden on Exeter's water and sewer ratepayers.

The Water-Sewer Advisory Committee reviewed Lindt's proposal at its January 14, 2026 meeting and voted unanimously (4-0) to acknowledge and approve the parameters of the project and to support the Town's efforts to pursue alternative funding mechanisms for sewer infrastructure improvements.

Great Bay Estuary Intermunicipal Agreement



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: Select Board

FROM: Stephen Cronin, Public Works Director

DATE: January 21, 2026

RE: Request for Approval to Renew the Intermunicipal Agreement with the Municipal Alliance for Adaptive Management

SUGGESTED MOTION: Motion to approve the Amendment to Renew and Update the Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary, and to further authorize the Interim Town Manager, or their designee, to sign the Amendment.

The purpose of this memorandum is to request approval for the Town of Exeter to renew its participation in the Intermunicipal Agreement (IMA) with the Municipal Alliance for Adaptive Management (MAAM). The proposed amendment renews and updates the agreement, continuing Exeter's collaboration with our regional partners on water quality in the Great Bay estuary.

MAAM was formed in 2021 in response to the U.S. Environmental Protection Agency's (EPA) issuance of the Great Bay Total Nitrogen General Permit on November 24, 2020, which applies to 13 municipal wastewater treatment facilities that discharge to the Great Bay estuary. The Permit provides municipalities an option to comply with nitrogen discharge limits through a watershed-based adaptive management framework, rather than through individual facility upgrades. The Permit allows the participating communities to meet regulatory requirements by collaborating on ambient water quality monitoring, nitrogen source tracking and accounting, planning and implementation of nitrogen reduction projects, evaluation of scientific and methodological issues related to nitrogen loading, and the development of long-term water quality goals and regulatory strategies.

To formalize and facilitate this collaboration, Exeter entered into an Intermunicipal Agreement with the other participating communities. The attached amendment renews the IMA and updates certain administrative provisions, including an extension of the agreement term, continued cost-sharing for regional monitoring and analysis, annual recommended funding levels for collective monitoring efforts, and continued governance through the MAAM Executive Board. A copy of the original IMA is attached for reference.

Renewing this agreement will allow Exeter to remain an active participant in this regional approach and continue benefiting from shared expertise, data, and cost efficiencies.

AMENDMENT TO RENEW AND UPDATE
INTERMUNICIPAL AGREEMENT
FOR DEVELOPMENT OF AN ADAPTIVE WATER QUALITY MANAGEMENT PLAN
FOR GREAT BAY ESTUARY

The parties to this Amendment to Renew and Update the Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary are the current members of the Municipal Alliance for Adaptive Management consisting of the New Hampshire communities of City of Dover, Town of Epping, Town of Exeter, Town of Milton, Town of Newington, City of Portsmouth, City of Rochester and Town of Rollinsford and the Maine districts/communities of Berwick Sewer District and South Berwick Sewer District (collectively "the Parties").

WHEREAS, the Parties seek to renew and update the Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary ("IMA") which was formed in response to the U.S. Environmental Protection Agency Region I ("EPA") issuing the Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) on November 24, 2020 (the "General Permit");

WHEREAS, the State of Maine Department of Environmental Protection ("MDEP") has begun to issue updated National Pollutant Discharge Elimination System permits for Maine sewer districts and communities that discharge to the Great Bay Estuary, and those updated permits include language relative to adaptive management similar to that contained in the General Permit;

WHEREAS, Maine districts and communities subject to those updated permits that join this IMA shall be known as the ME-Dischargers;

WHEREAS, the Parties have determined that it is in their interest to continue with the benefits of the IMA including sharing information among members, State and federal regulators and stakeholder, participating in joint reporting as desired; and collaborating and coordinating their investments in study and analysis;

WHEREAS, it is anticipated that EPA and MDEP will continue to regulate the Parties' discharge of nitrogen and other pollutants for the foreseeable future; and

WHEREAS, the IMA allows renewal pursuant to paragraph III and amendment pursuant to paragraph XI (A).

THEREFORE, the Parties renew and amend the IMA as set forth below (language to be deleted stricken and new language **bolded**),

1. Amend Part I, DEFINITIONS, Section A. as follows:

"Contribution Formula" that mechanism for allocating costs among the Members who are Permittees and **ME-Dischargers**.

For Execution

2. Amend Part III, *DURATION OF AGREEMENT*, as follows:

The term of this Agreement runs from March 1, 2021 to **June 30, 2031**~~February 28, 2026~~. This Agreement may be renewed for an additional term to be determined by vote of the majority of the Members.

3. Amend Part V, *EXECUTIVE BOARD*, Section C, *Membership of Executive Board*, second paragraph as follows:

At-Large Members of the Executive Board members shall be nominated at the Members' Organizational Meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term, the Members will elect/re-elect At-Large Executive Board members at the meeting in which an extension of the term of this Agreement is made. ~~At Large Executive Board Members must be Permittees.~~

4. Amend Part VI, *MEETINGS*, Section B, *Executive Board Meetings* as follows:

The Executive Board shall meet at least ~~biannually annually~~ or more frequently at the call of the Chair at such times and places that are mutually convenient. ~~The meetings of the Executive Board are not public meetings as that term is defined in NH RSA 91-A.~~ The Executive Board may delegate to the Chair or other officers the preparation of agendas for both Member and Executive Board meetings and the development of the Recommended Annual Contribution to be presented to the Members.

5. Amend Part VII, *WORK AND COST-SHARING*, Section B, *Participation in Water Quality Monitoring, Data Gathering and Analysis* as follows:

Members are expected to participate in the planning and cost of ambient water quality monitoring, data gathering and water quality analysis along with other stakeholders ("Annual Contribution for Monitoring"). The recommended formula for such cost sharing for Members who are Permittees is set forth in Attachment 4 ("Contribution Formula"). **The recommended formula for such cost sharing for Members who are ME-Dischargers is set forth in Attachment 5 ("ME-Dischargers Contribution Formula").** The Contribution Formula or **ME-Dischargers Contribution Formula** may be amended by a majority vote of the Members who are also Permittees or ME-Dischargers respectively.

6. Amend Part VII, *WORK AND COST-SHARING*, Section C, *Recommended Annual Contribution for Monitoring* as follows:

For Execution

The Annual Contribution for Monitoring, in the aggregate for all Members, shall be no less than \$200,000 ~~and no more than \$500,000~~. The Executive Board shall **cause to be developed** a Recommended Annual Contribution for Monitoring to be presented to the Members at the Members Annual Meeting in the fall of each calendar year. The Members who are Permittees **or ME-Dischargers** shall vote on and set the Recommended Annual Contribution for Monitoring. Members shall make good faith efforts to budget and appropriate the funds in accord with the Recommended Annual Contribution for Monitoring and Contribution Formula adopted at the Members Meeting.

7. All other terms and conditions of the IMA remain in effect.

Signatures on a Separate Page(s)

Execution Page for:

**Amendment to Renew and Update Intermunicipal Agreement for Development of
an Adaptive Water Quality Management Plan for Great Bay Estuary**

Dated this _____ day of _____, 2026.

[INSERT CITY/TOWN/SEWER COMMISSION]

By: _____

Name: _____

Title: _____

As authorized by vote of the _____ on
_____.

INTERMUNICIPAL AGREEMENT
FOR DEVELOPMENT OF AN ADAPTIVE WATER QUALITY MANAGEMENT PLAN
FOR GREAT BAY ESTUARY

The parties to this Intermunicipal Agreement are the City of Rochester, the City of Dover and the City of Portsmouth and those additional municipalities and towns that have executed this Agreement in accord with its provisions below.

WHEREAS, the U.S. Environmental Protection Agency Region I ("EPA") issued the Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) on November 24, 2020 (the "General Permit");

WHEREAS, municipalities and towns that own or operate any of 13 certain municipal wastewater treatment facilities covered by the General Permit may choose to Opt-In to the General Permit by April 2, 2021 and become permittees (the "Permittees");

WHEREAS, the Cities of Rochester, Dover and Portsmouth operate wastewater treatment facilities in the Great Bay Estuary plan to Opt-In to the General Permit;

WHEREAS, the Cities of Rochester, Dover and Portsmouth are seeking to collaborate with each other, with other Permittees, with other communities in the watershed as well as with all involved regulators and stakeholders in an adaptive management framework addressing water quality and overall TN source reductions to the Great Bay estuary as described in Part 3 of the General Permit;

WHEREAS, the General Permit envisions the elements of an adaptive management framework for the Great Bay estuary as including (1) ambient water quality monitoring (2) pollution tracking (3) pollution reduction planning and implementation, and (4) review of significant scientific, methodological, and protective target nitrogen load issues of importance to the Permittees;

WHEREAS, the General Permit describes adaptive management implementation as including collaboration between Permittees and EPA, the State of New Hampshire through its Department of Environmental Services, ("NHDES"), and public, private, commercial, and other stakeholders including the Conservation Law Foundation ("CLF");

WHEREAS, Permittees are required by the General Permit to submit a detailed proposal on or before July 31, 2021; and

WHEREAS, through this Intermunicipal Agreement, the Permittees seek to implement the Intermunicipal Plan For Adaptive Water Quality Management In the Great Bay Estuary dated December 14, 2020 ("Plan") and included as Attachment 1.

WHEREAS, RSA 53-A:1 permits "...municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and

counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities";

THEREFORE, pursuant to RSA 53-A:3, the Permittees enter into this Agreement for the purposes described above as follows:

I. DEFINITIONS

- A. "Contribution Formula" that mechanism for allocating costs among the Members who are Permittees.
- B. "Executive Board" that administrative and management body charged with the responsibilities described in paragraph V.
- C. "Member" that municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, that has indicated its intent to be a part of this Agreement by executing Attachment 2.
- D. "Recommended Annual Contribution for Monitoring" that amount recommended annually by the Executive Board and adopted by the Members for water quality monitoring and analysis.

II. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to implement the Plan to improve water quality in the Great Bay estuary and to take such other and further collaborative action which may be agreed upon to fulfill or assist Permittees' compliance with the General Permit. No separate corporate entity is being created as this instrument is intended to assist with joint administrative and executive functions associated with implementation of the Plan and to generate and coordinate funding recommendations necessary to implement the Plan.

III. DURATION OF AGREEMENT

The term of this Agreement runs from March 1, 2021 to February 28, 2026. This Agreement may be renewed for an additional term to be determined by vote of the majority of the Members.

IV. MEMBERS

- A. **Membership.** The initiating Members to this Agreement are: the City of Rochester acting through its City Manager; the City of Dover acting through its City Manager and the City of Portsmouth acting through its City Manager. Additional Members may be added to this Agreement by

executing Attachment 2 and identifying the acting authority (such as Town Manager, Town Administrator, Sewer Commission) and providing an executed Attachment 2 to the Executive Board . Any municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, is eligible to be a Member.

The Members for purposes of this Agreement shall be called the Municipal Alliance for Adaptive Management.

B. Organizational Meeting There will be an initial meeting of Members after the Opt-in date of April 2, 2021 but before April 30, 2021 to be set by the City Manager of the City of Rochester. The purpose of the meeting will be to have the Members vote on appointing up to two At-Large Members to the Executive Board and setting the recommended 2021 Contribution Goal. The Executive Board is further defined in Section V. Meetings are discussed further in Section VI.

V. **EXECUTIVE BOARD**

A. Purpose and Authority of Executive Board. The Executive Board has the authority to enter into contracts on behalf of the Municipal Alliance for Adaptive Management in order to implement the Plan, to receive and manage funds by way of the fiscal agent (defined below), to approve bills and disbursements, to make funding recommendations and to circulate documents necessary in order to keep Members informed, to set the annual meeting of the members, to participate in discussions with stakeholders, and to conduct such other activities as the Executive Board deems necessary and proper to carry out the purposes of this Agreement. The Executive Board does not otherwise have authority to acquire or hold items of personal or real property.

B. Officers. Beginning with its first meeting and then annually thereafter, the Executive Board shall elect a Chair, Vice Chair and a Clerk from the members of the Executive Board.

C. Membership of Executive Board. The Executive Board shall be composed of three Standing Members consisting of the city managers of the City of Rochester, the City of Dover, and the City of Portsmouth. The Members may select up to two additional At-Large Members of the Executive Board from other communities.

At-Large Members of the Executive Board members shall be nominated at the Members' Organizational Meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term, the Members will elect/re-elect At-Large Executive Board members at the meeting in which an extension of the term of this

Agreement is made. At-Large Executive Board Members must be Permittees.

There are no term limits for Executive Board members. Executive Board members may appoint designees if that designee has decision-making authority.

In the event any vacancy occurs for At-Large Executive Board Members, the Executive Board shall within thirty (30) days of the vacancy call a meeting of the Members so that the Members may select a replacement.

In the event more than three Members are communities from Maine, those members from Maine may request that the Executive Board be expanded to include a Member from Maine, which request will be granted provided there is an agreement on a formula for contribution to the activities contemplated by this Agreement.

D. **No Personal Liability.** Executive Board members and its officers shall not be personally liable for any debt, liability or obligation of the Municipal Alliance for Adaptive Management. All persons having any claim against the Municipal Alliance for Adaptive Management may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Municipal Alliance for Adaptive Management.

VI. **MEETINGS**

A. **Annual meetings of the Members.** After the initial Organizational Meeting a meeting of the Members shall be held at least annually in the last quarter of each calendar year. At the Annual Meeting the Members shall vote on the Recommended Contribution for the following calendar year.

Annual meetings of the Members shall be subject to the requirements of public meetings as required by NH RSA 91-A. Members shall have the ability to participate telephonically and by video conference as may be permitted under NH RSA 91-A.

Each Member is afforded one vote in all matters that require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

B. **Executive Board Meetings.** The Executive Board shall meet at least biannually or more frequently at the call of the Chair at such times and places that are mutually convenient. The meetings of the Executive Board are not public meetings as that term is defined by NH RSA 91-A.

Voting. If there are three Executive Board Members, a quorum is two (2) Members. If there are five or more Executive Board members a quorum is three Members. All votes will pass by simple majority.

Attendance. Attendance for purposes of quorum and voting may be by telephone or video conference. A record of the actions taken by the Executive Board shall be distributed to the Members within ten (10) calendar days of any meeting. Distribution may be by e-mail.

VII. WORK AND COST -SHARING

- A. **Initial Water Quality Work.** The Cities of Rochester, Dover and Portsmouth identified an initial scope of work necessary to initiate the adaptive management opportunity identified in Part 3 of the General Permit. Water quality specialists within the engineering firm of Brown and Caldwell were solicited to submit a proposal to complete the scope of work. Due to the time constraints imposed by the Permit and the schedule of other stakeholders including PREP to develop a water quality monitoring plan for the upcoming sampling season, the three cities entered into a memorandum of agreement to share equally the costs of the work described. The Memorandum of Agreement and the Scope of Work is set forth at Attachment 3. This paragraph is for informational purposes only and will not form a part of a request for financial contribution from other Members.
- B. **Participation in Water Quality Monitoring, Data Gathering and Analysis.** Members are expected to participate in the planning and cost of ambient water quality monitoring, data gathering and water quality analysis along with other stakeholders ("Annual Contribution for Monitoring"). The recommended formula for such cost sharing for Members who are Permittees is set forth in Attachment 4 ("Contribution Formula"). The Contribution Formula may be amended by a majority vote of the Members who are also Permittees.
- C. **Recommended Annual Contribution for Monitoring.** The Annual Contribution for Monitoring, in the aggregate for all Members, shall be no less than \$200,000 and no more than \$500,000. The Executive Board shall develop a Recommended Annual Contribution for Monitoring to be presented to the Members at the Members Annual Meeting in the fall of each calendar year. The Members who are also Permittees shall vote on and set the Recommended Annual Contribution for Monitoring. Members shall make good faith efforts to budget and appropriate the funds in accord with the Recommended Annual Contribution for Monitoring and Contribution Formula adopted at the Members Meeting.

- D. Other Work. The Executive Board may make such additional recommendations to the Members to finance other work consistent with the Plan. Such other work if voted upon by the Members shall be financed according to the Contribution Formula.
- E. Fiscal Agent. The Members agree that the City of Rochester ("City") will be the fiscal agent for Municipal Alliance for Adaptive Management, with the authority to collect, hold, invest, disperse and pay funds held on behalf of the Municipal Alliance for Adaptive Management at the direction of the Executive Board.
- F. Accounting for Funds. The Executive Board with assistance from the Fiscal Agent shall provide to the Members an annual accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.
- G. Funds upon Termination. Upon termination of this Agreement, no individual employee or member of the Executive Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of all the Members made in the year of distribution.

VIII POLLUTION TRACKING

The Executive Board anticipates making recommendations to Members to participate in certain pollutant tracking programs. Members agree to make good faith efforts to participate in such pollution tracking programs.

IX. TERMINATION

- A. Mutual Agreement. This Agreement may be terminated prior to the end of the term upon mutual agreement of the Members.
- B. Withdrawal of a Member at the Conclusion of the Term. A Member wishing to withdraw from the Agreement at the end of the term and not interested in renewal shall give written notice to the Executive Board at least three months before the expiration of the term. The Executive Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.
- C. Withdrawal of Member Prior to Expiration of Term. A Member wishing to withdraw from the Agreement before the end of the term shall be responsible for its share of any outstanding Recommended Annual Contribution for Monitoring for the year in which the terminating Member gives notice of termination. Notice of withdrawal shall be in writing from the Member to the Executive Board at least thirty (30) days prior to termination. The Executive Board will notify the other Members of any

Member's withdrawal through their authorized agents who have executed this Agreement.

D. Appeal of General Permit. This Agreement is being entered into prior to the expiration of the period of appeal of the General Permit. In the event of any appeal of the General Permit, any Member may withdraw from this Agreement without penalty as described in paragraph C..

X. ISSUANCE OF BONDS

The Members do not intend to issue bonds jointly as permitted by RSA 53-A:6. Should the Members decided to do so at a later time, an amendment to this Agreement shall be undertaken to specify those items required by RSA 53-A:6, II.

XI. OTHER

A. Amendment. This Agreement may be amended only by written Agreement signed by two-thirds of the Members.

B. Authority. All Members undersigned represent and agree that they have the authority to enter into this Agreement.

C. Notices. Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.

D. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.

F. Separate Document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. Compliance with RSA 53-A:

- Pursuant to RSA 53-A:3 IV, this Agreement does not relieve any of the Members of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Executive Board. Performance may be offered in satisfaction of the obligation or responsibility.
- Pursuant to RSA 53-A:3 V, this Agreement shall be submitted to the NH Attorney General who shall determine whether the

April 8, 2021

agreement is in proper form and compatible with the laws of this state.

- Pursuant to RSA 53-A:4, this Agreement shall be filed with the clerk of each municipality and with the NH Secretary of State.
- Pursuant to 53-A:5, this Agreement shall be submitted to the NH Department of Revenue Administration as a condition precedent to its entry into force.

This Submission and approval shall be in addition to and not in substitution for the requirement of submission to and approval by the NH Attorney General.

[SIGNATURES FOLLOW]

April 8, 2021

Dated this 8 day of April, 2021.

CITY OF ROCHESTER

By: Blaine Cox
Blaine Cox, City Manager

Dated this 8th day of April, 2021.

CITY OF DOVER

By: J. Michael Joyal Jr.
J. Michael Joyal Jr., City Manager

Dated this 8th day of April, 2021.

CITY OF PORTSMOUTH

By: Karen S. Conard
Karen S. Conard, City Manager

Dated this 8th day of April, 2021.

TOWN OF NEWINGTON

By: Denis Mercier
Denis Mercier, Wastewater Treatment
Plant Manager

Dated this 8th day of April, 2021.

TOWN OF MILTON

By: Julius Peel
Julius Peel, Interim Town Administrator

INTERMUNICIPAL PLAN FOR ADAPTIVE WATER QUALITY MANAGEMENT IN THE GREAT BAY ESTUARY

DECEMBER 14, 2020

This plan outlines a collaborative effort by and among municipalities in furtherance of their mutual interests in appropriate management and protection of water quality in the Great Bay estuary and, for those that opt for coverage under NPDES Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) issued by U.S. Environmental Protection Agency Region I (“EPA”) on November 24, 2020 (the “General Permit”), in the coordinated, cost-effective implementation of the permit’s adaptive management framework.

BACKGROUND

A. General Permit Overview. The General Permit was recently established as an available permitting option for eligible municipal permittees (the “Permittees”) that own or operate any of 13 certain municipal wastewater treatment facilities (“WWTFs”). Its optional approach for the limitation and control of total nitrogen (“TN”) discharges from covered WWTFs combines relatively less stringent TN effluent limitations (as compared to those EPA would otherwise anticipate imposing under individual permits) with the opportunity for the Permittees to collaborate in an adaptive management framework addressing overall TN source reductions to the Great Bay estuary.

B. Adaptive Management Opportunity. As set forth in Part 3 of the General Permit, EPA envisions the elements of an adaptive management framework for the Great Bay estuary as including the General Permit, ambient monitoring, pollution tracking, reduction planning, and review of significant scientific, methodological, and protective target nitrogen load issues of great importance to the Permittees. The General Permit also describes adaptive management implementation as including collaboration between or among EPA, the State of New Hampshire (including the Department of Environmental Services, “NHDES”), and public, private, commercial, and other stakeholders (including the Conservation Law Foundation (“CLF”) with which the Permittees desire to increase coordination to achieve mutual goals). For Permittees that opt for coverage, the General Permit contemplates that the Permittees will participate in this collaboration by submitting a detailed proposal on or before the associated July 31, 2021 deadline.

C. Consistency with Municipal Goals. The adaptive management framework of the General Permit provides an approach to advancing mutual water quality protection interests while also correcting and improving the scientific and technical basis for proper water quality management and protection of the Great Bay estuary. This framework generally has the potential to meet important goals identified by the Permittees during the NPDES permitting process such as improving and protecting water quality based on sound science and public policy, increasing collaboration, resolving significant municipal concerns, aligning governmental authorities on near-term actions and investments, supporting wastewater and stormwater nitrogen removal, supporting ambient monitoring efforts, adopting measurable and achievable TN reductions protective of ecosystem health and resilience, laying a solid foundation for appropriate future investments, and avoiding disputes and delays. This framework is also generally consistent with

certain guiding principles that the Permittees identified during the permitting process, including timely issuance of the first watershed-scale TN General Permit for Great Bay, effectiveness and cost-effectiveness of wastewater and stormwater controls, and steady progress and true adaptive management building on significant WWTF nitrogen reductions already made.

D. Acknowledgment of Common Interests. The Permittees acknowledge and share certain interests with EPA, NHDES, and key stakeholders such as CLF in successful implementation of the adaptive management framework. The Permittees desire to fully and effectively participate in the adaptive management process, not only to meet their own goals and interests, but also to address the scientifically-defensible reasonable interests of these governmental and non-governmental stakeholders in a fiscally responsible manner.

Therefore, in furtherance of mutual interests of the Permittees in continuing to be good stewards of the Great Bay estuary, appropriately protecting water quality, and meeting the needs of the citizens of their communities, the Permittees have established this intermunicipal plan for the development of a joint adaptive management framework proposal in accordance with the General Permit.

JOINT ADAPTIVE MANAGEMENT FRAMEWORK PROPOSAL DEVELOPMENT PROCESS

1. Collaborative Development Process. The Permittees recognize and support the collaborative nature of the adaptive management framework and welcome the opportunity to work in partnership with EPA, NHDES, Piscataqua Region Estuaries Partnership (“PREP”), CLF and other relevant entities to advance nitrogen management in the Great Bay estuary.

a. Municipal Cooperation and Coordination. The Permittees intend to confer and coordinate with one another on all relevant aspects of developing an approvable joint proposal addressing the adaptive management framework elements specified by the General Permit (the “Joint Proposal”) as generally described herein. Although it is assumed that most if not all Permittees will prefer to opt for coverage under the General Permit, Permittees that instead opt for individual permit coverage may still participate in this watershed-level process.

b. Consultation with Interested Third Parties. In the course of developing the Joint Proposal, the General Permit’s adaptive management framework encourages, and the Permittees intend to engage in, consultation from time to time as appropriate with EPA, NHDES, PREP, and CLF, which the Permittees consider to be key governmental partners or stakeholders that share certain goals and interests in common with the Permittees. In addition, significant public participation is anticipated and welcomed by the Permittees. Without limiting the foregoing overarching intent, certain specific opportunities for consultation with identified partners and stakeholders are identified below.

2. Planned Scope of Joint Proposal. The scope of the Joint Proposal is expected to be developed in a manner that meets or exceeds the minimum requirements of Part 3 of the General Permit summarized below and further organized on the basis of priority Nitrogen Reduction Efforts (Paragraph 3 below) and concurrent Endpoint Planning Efforts (Paragraph 4 below).

3. Nitrogen Reduction Efforts. The Permittees intend to prioritize planning and implementation of the following Nitrogen Reduction Efforts during the 2021-2025 permit term, without delay, concurrent with Endpoint Planning Efforts useful for determining long-term water quality goals.

a. Nitrogen Source Reduction Plans. The General Permit (Part 3, Paragraph 1.c.) seeks a proposed outline or plan for overall source reductions of TN over the course of the permit term. The Joint Proposal will address a process and timeline for developing and implementing such TN control measures, including specific short-term control measures for various sources of TN loadings as well as the identification, design, installation, operation and maintenance of specific projects to reduce TN loads. Without limiting the foregoing measures, consideration will be given to the feasibility of regional fertilizer regulation and potential oyster restoration projects. The Joint Proposal will also address pollutant reduction estimations for other pollutants of concern such as TSS/sediment in addition to TN.

b. Consultation with CLF on Nitrogen Project Planning. For purposes of this prioritized nitrogen source reduction planning efforts, the Permittees intend to consult with key stakeholders that possess the technical resources and capability to provide relevant assistance such as on identification of potential projects and opportunities to optimize pollutant reduction benefits through consideration of project types, locations, and costs. The Permittees specifically envision consulting with CLF, assuming CLF interest, during the Joint Proposal development phase as well as during the Joint Proposal implementation phase.

c. Nitrogen Load Tracking Methods. The General Permit (Part 3, Paragraph 1.b.) seeks a proposed method(s) to be used to track reductions and additions of TN over the course of the permit term. The Joint Proposal will address such method(s) with specific consideration being given to potentially using NHDES's Pollution Tracking and Accounting Program ("PTAP") as tracking/accounting system for quantifying the nitrogen loading changes to the Great Bay estuary associated with activities within each municipality such as new/modified septic systems, decentralized wastewater treatment facilities, changes to the amount of effective impervious cover, changes to the amount of disconnected impervious cover, conversion of existing landscape to lawns/turf, and any new or modified structural or non-structural best management practices.

4. Endpoint Planning Efforts. Concurrent with Nitrogen Reduction Efforts, the Permittees intend to support the following Endpoint Planning Efforts useful for determining long-term water quality goals and the basis for future permit renewals.

a. Ambient Water Quality Monitoring. The General Permit (Part 3, Paragraph 1.a.) seeks a proposed approach to ambient water quality monitoring in the Great Bay estuary to determine progress and trends. The Permittees recognize that PREP, as part of EPA's National estuary Program, has benefited the region by tracking environmental trends through long-term monitoring. The Permittees anticipate making additional contribution toward a portion of the overall cost of an expanded, coordinated, non-duplicative, properly-designed ambient monitoring program that the Permittees participate in developing. The Permittees envision the resulting enhanced monitoring effort as being designed to better understand the role of nitrogen, including other factors affecting eelgrass such as sediment characteristics, suspended sediment

concentrations and loads, bioturbation, epiphytic growth, and macroalgal community abundance. In developing the Joint Plan, the Permittees intend to consult with PREP and key partners and stakeholders regarding the design, implementation, cost, and financial and in-kind contributions to an enhanced monitoring effort. The Permittees further intend that their respective individual contributions to their total contribution will be allocated by and among themselves in a fair and equitable manner to be agreed upon.

b. Significant Scientific and Methodological Issue Evaluation. The General Permit (Part 3, Paragraph 1.d.) provides the opportunity for, and the Joint Proposal will include, an inclusive and transparent process for comprehensively evaluating any significant scientific and methodological issues relating to the permit, including the choice of a load-based threshold of 100 kg ha⁻¹ yr⁻¹ (a longstanding concern of the Permittees for reasons memorialized in formal public comments in the administrative record for the General Permit) versus any other proposed threshold, including a concentration-based threshold. The Joint Proposal will include detailed milestones culminating in submission of a report to EPA, prior to expiration of the permit terms, for inclusion in the administrative record for permit renewal. That report will indicate whether the NHDES concurs with the findings.

c. Loading Capacity Determination. The General Permit (Part 3, Paragraph 1.e.) seeks a proposed timeline for completing a Total Maximum Daily Load (“TMDL”) for TN in Great Bay and for submitting it to EPA for review and approval. The Joint Proposal will include such a timeline and may include alternative approaches to identifying Great Bay’s assimilative capacity for TN as a scientifically-defensible and reasonable basis for permit renewal and for implementation activities.

5. Administrative Matters. The Permittees desire to implement this plan and, for those opting for coverage under the General Permit, to develop and implement the Joint Proposal, all in a timely, coordinated, and cost-effective manner.

a. Joint Resources & Cost-Savings. The Permittees’ development and, if approved, implementation of the Joint Proposal will benefit from the assistance of highly-specialized experts such as consultants with substantial expertise in the field of water quality science or knowledge of the Great Bay system. To obtain such expertise, avoid duplication, and minimize total costs, such resources may be secured on a cost-sharing basis as mutually agreed by the Permittees.

b. Intermunicipal Agreement. To facilitate the development and implementation of appropriate aspects of the Joint Proposal on a group basis, including the joint selection and cost-sharing of expert resources, the Permittees or a subset of the Permittees may enter into an intermunicipal agreement pursuant to RSA 53-A:3 (Joint Exercise of Powers). Among other requirements, any such agreement will address the duration, purpose, financing, budget, and administration of such endeavor.

c. Further Efforts. This plan is a non-binding working document that provides a preliminary framework for promptly advancing the important endeavors described herein consistent with the short timeline established in the General Permit, including for submittal of a

Notice of Intent to opt for coverage (by April 2, 2021) and for submittal of the Joint Proposal (by July 31, 2021). This plan does not represent a funding commitment or require any appropriation by any governmental body, nor does it fix the terms and conditions of the anticipated intermunicipal agreement, which is intended to be developed jointly by the participating Permittees. Consistent with the foregoing deadlines, the goal for executing the intermunicipal agreement is March 31, 2021.

* * *

Attachment 2

**Election to Join
Intermunicipal Agreement
for Development of an Adaptive Water Quality Management Plan
for Great Bay Estuary**

City/Town: _____

Election Date: _____

The Acting Authority (City Manager, Town Administrator, Town Manager or Sewer Commissioner) for purposes of this Intermunicipal Agreement is identified below with contact information:

By signing below I, _____, in my capacity as _____, affirm that I am authorized to enter into this Agreement on behalf of the City/Town.

AGREEMENT FOR CONSULTING SERVICES
BETWEEN CITY OF ROCHESTER, NH
AND BROWN AND CALDWELL
FOR PREP ENGAGEMENT

THIS AGREEMENT is made and entered into on this 26th day of January, 2021 by and between the City of Rochester, NH, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to engage with the Piscataqua Region Estuaries Partnership (PREP), DES, and other stakeholders, as PREP develops the research and monitoring initiative required by the National Discharge Elimination System Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire.

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated January 4, 2021. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "Scope of Services," dated January 4, 2021 (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to

have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or

Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 120 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit B, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit C, which shall not be exceeded without the consent of the Client. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client. Consultant will provide Client with an updated estimate of the cost to complete this work s once approximately 75% of the work is completed.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 30 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the

right to suspend work per Article XV, Suspension of Work.

VII. **RESPONSIBILITY OF CONSULTANT**

A. **Standard of Care—Professional Services**

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. **Reliance upon Information Provided by Others**

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

VIII. **ASSIGNMENT OF TASKS TO AFFILIATES**

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.
- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, and with Client's written consent, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. **CONSULTANT'S WORK PRODUCT**

A. **Scope**

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk.

B. **Electronic Copies**

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product,

but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents.

X. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XI. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of

Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIII. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement with the written consent of Client. Subconsultant markup will be five (5) percent of subcontract cost.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XV. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

XVI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or Consultant without prior, written consent of the other. Notwithstanding the foregoing, this Agreement may be assigned by Client to the Municipal Alliance for Adaptive Management.

XVII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder. Notwithstanding the foregoing, the Cities of Dover and Portsmouth are third-party beneficiaries with full access to Consultant's work product, data and communications.

XIII. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XIX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XX. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXI. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of New Hampshire. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXII. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Mark Allenwood, PE Project Manager Brown and Caldwell One Tech Drive Suite 310 Andover, MA 01810-2435	Michael Bezanson, PE City Engineer City of Rochester 45 Old Dover Road Rochester, NH 03867
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Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell

Signature *Deb Mahoney*

Printed Name Deborah Mahoney

Title Senior Director Client Services

City of Rochester, NH

Signature *Blaine Cox*

Printed Name Blaine Cox

Title City Manager

Federal Tax ID number: 94-1446346

EXHIBIT A

DESCRIPTION OF PROJECT

The Environmental Protection Agency (EPA) has issued the *National Pollutant Discharge Elimination System Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire*, Permit Number NHG58A000. This NPDES permit includes an Adaptive Management Framework Voluntary Submittal, which will require ambient water quality monitoring, ~~nitrogen~~ pollution tracking and reporting these findings to the EPA. These efforts related to the Adaptive Management Framework will be undertaken by the Piscataqua Region Estuaries Partnership (PREP), DES and other stakeholders with active participation by the GBE municipalities.

Deborah Mahoney, DEP
BMC
1-27-21

The Project will be BC's engagement with PREP and others regarding the research and monitoring plan currently being developed for the Great Bay Estuary (GBE). BC's tasks specific to the Project include Project Management and Administration, Existing Document Review, PREP Meeting Participation, Technical Support for Monitoring and Study Plans and Technical Support for Adaptive Management Framework.

These tasks will be completed by the BC team of Mark Allenwood, Clifton Bell, Dan Hammond, Stacy Villanueva, Kirk Westphal and Andrew Goldberg. Mark Allenwood will serve as project manager, assisted by Andrew Goldberg. Clifton Bell will serve as the lead scientist, and specifically lead project components that involve communication of technical positions to PREP, regulatory agencies, and other stakeholders. Clifton Bell, Dan Hammond, Stacy Villanueva and Kirk Westphal will provide technical support on individual tasks as needed.

EXHIBIT B

SCOPE OF SERVICES

The following tasks will be performed to engage with the Piscataqua Region Estuaries Partnership (PREP) regarding the research and monitoring plan currently being developed for the Great Bay Estuary (GBE).

Task 1 –Project Management and Administration

BC shall perform project management and administration while performing Engineering Services throughout the project. Project management and administration shall include:

- i) Preparation of monthly invoices;
- ii) Preparation of monthly summaries of work;
- iii) Routine project management.

A total of 16 hours has been budgeted for Task 1.

Task 2- Existing Document Review

The initial task will involve review and comment on the existing documentation related to the recently issued Great Bay Total Nitrogen General Permit and the PREP monitoring initiative. The specific documents to be reviewed as a part of this task are:

- Great Bay Total Nitrogen General Permit
- EPA Response to Comments on the Great Bay General Permit
- PREP – RAMP document
- PREP Prospectus
- McDowell Pre-Proposal

Review of these documents is necessary to understand the current status of the PREP initiative, the intersection(s) between the General Permit and the PREP effort, and prepare action items in the best interests of the affected municipalities. Following review of these documents, BC will prepare a tech memo summarizing the current plan to date and providing recommended action items for involvement with PREP.

A total of 64 hours has been budgeted for Task 2.

Task 3 – PREP meeting participation

BC will participate in upcoming PREP working group meetings regarding the research and monitoring initiative. This scope assumes all meeting participation will occur virtually and no travel is included in this scope. Based on PREP's previous schedule, meetings are generally assumed to occur quarterly. Additional meetings with participating municipalities, DES, or other stakeholders might take place. Therefore, this scope assumes participation in five meetings between January and June 2021. This task

includes prep for each meeting, meeting participation, and an email summary of meeting notes and any proposed action items submitted to Rochester, Dover, and Portsmouth within seven working days of the meeting.

A total of 74 hours has been budgeted for Task 3.

Task 4 – As-Needed Technical Support for Monitoring and Study Plans

BC anticipates new documents or revised versions of current documents will be developed by PREP and/or EPA as this process continues. The number of documents or level of review needed cannot be anticipated at this time. Therefore, BC has included an as-needed task to cover additional technical support that may arise during our engagement with PREP and their research and monitoring initiative. Examples of activities that could be accomplished under this task include additional literature reviews, independent data analyses, reviews of PREP/agency documents, and drafting of letters or other communications to advocate technical positions.

A total of 120 hours has been budgeted for Task 4.

Task 5 - As Needed Technical Support for Adaptive Management Framework

The general permit provides the option for permittees to submit an adaptive management framework within 180 days of the effective date. This task includes technical activities to make progress on the adaptive management framework through June 1, 2020. This could include the development of recommendations for monitoring, tracking nitrogen reductions, developing water quality endpoints, or modeling. As with Task 3, Task 4 is limited by the available labor hours and will be managed accordingly. This task does not include the complete development of an adaptive management framework document, which it is assumed will occur after June 2020.

A total of 56 hours has been budgeted for Task 5.

EXHIBIT C
COMPENSATION

For the work described in Exhibit B, compensation shall be a not to exceed fee of \$65,530.00, including labor and expenses.

INTERMUNICIPAL AGREEMENT - COST ALLOCATION SHARE RANGES (Comparison)

FACILITY	NAME	<u>Annual Cost Ranges</u>					
		<u>DESIGN FLOW</u>	<u>SHARE</u>	\$ 100,000.00	\$ 250,000.00	\$ 500,000.00	
Large (> 2 MGD)							
Rochester	5.03	18.65%	\$ 18,652.43	\$ 46,631.07	\$ 93,262.14		
Portsmouth	6.13	22.73%	\$ 22,731.49	\$ 56,828.72	\$ 113,657.43		
Dover	4.70	17.43%	\$ 17,428.71	\$ 43,571.77	\$ 87,143.55		
Exeter	3.00	11.12%	\$ 11,124.71	\$ 27,811.77	\$ 55,623.54		
Durham	2.50	9.27%	\$ 9,270.59	\$ 23,176.47	\$ 46,352.95		
Somersworth	2.40	8.90%	\$ 8,899.77	\$ 22,249.42	\$ 44,498.83		
<i>Subtotal</i>	23.76	88.11%	\$ 88,107.69	\$ 220,269.22	\$ 440,538.44		
Small (<2 MGD)							
Pease ITP	1.20	4.45%	\$ 4,449.88	\$ 11,124.71	\$ 22,249.42		
Newmarket	0.85	3.15%	\$ 3,152.00	\$ 7,880.00	\$ 15,760.00		
Epping	0.50	1.85%	\$ 1,854.12	\$ 4,635.29	\$ 9,270.59		
Newington	0.29	1.08%	\$ 1,075.39	\$ 2,688.47	\$ 5,376.94		
Rollinsford	0.15	0.56%	\$ 556.24	\$ 1,390.59	\$ 2,781.18		
Newfields	0.12	0.43%	\$ 433.86	\$ 1,084.66	\$ 2,169.32		
Milton	0.10	0.37%	\$ 370.82	\$ 927.06	\$ 1,854.12		
<i>Subtotal</i>	3.21	11.89%	\$ 11,892.31	\$ 29,730.78	\$ 59,461.56		
TOTAL DESIGN FLOW	26.97	100.00%					

79E Extension Request

**Economic
Development
Department**

Memo

To: Exeter Select Board
From: Darren Winham, Economic Development Director
Date: 12.18.25
Re: 79-E re-request for extension

Mario A. Ponte, Sr., Trustee of the Mario A. Ponte, Sr. Revocable Trust, owner of 85-87 Water Street, received from the Town of Exeter six (6) years of tax relief through the Community Revitalization Tax Relief Incentive (RSA 79-E). In his application, Mr. Ponte expected to spend \$2.4 million; his costs have risen and will likely end up closer to \$3 million. As part of receiving 79-E relief, Mr. Ponte, as all recipients do, needed to provide a Covenant to Protect Public Benefit (attached). In addition to requiring the project remain a public benefit for the term of the incentive, the document also dictates that "the contemplated tax relief shall be null and void if proposed work is not completed by August 31, 2025." Due to construction delays, the Select Board on August 11, 2025 granted Mr. Ponte an extension until the end of the year as that is when his builder stated the project would be finished. Unfortunately, the project has run even longer. The newest issues causing delays include: a financial and logistical dispute with a neighbor over the relocation of a telephone pole that provides power to both buildings; a variety of framing details not depicted in the original plans were added and/or altered because of the uncommon preexisting building conditions of the 1800s building; leaks in the walls and basement causing a retail tenant issues with remaining fully open for the holiday season, and; a vendor error with bathtubs which, upon arrival, was found to be another model and thus had to be reordered. This last issue pushed back the drywall schedule. Therefore, Mr. Ponte is respectfully requesting an extension on his 79-E incentive until March 31, 2025.

I have enclosed: The Draft Covenant to Protect Public Benefit as agreed upon Mr. Ponte, signed August 1, 2024 and accepted by the Exeter Select Board on August 5, 2024 and the memo previously submitted asking for an extension request at the August 11, 2025 Select Board meeting.

- A variety of framing details not depicted in original plans were added and/or altered relation to receiving proper finishes with uncommon preexisting building conditions of the 1800s building. The ceiling of the roof system has multiple planes and tying the new framing to old took additional time to problem solve, design, acquire materials, and meet fire code.

**Economic
Development
Department**

Memo

To: Exeter Select Board
From: Darren Wingham, Economic Development Director
Date 8.6.25
Re: 79-E request for extension

Mario A. Ponte, Sr., Trustee of the Mario A. Ponte, Sr. Revocable Trust, owner of 85-87 Water Street, received from the Town of Exeter six (6) years of tax relief through the Community Revitalization Tax Relief Incentive (RSA 79-E). In his application, Mr. Ponte expected to spend \$2.4 million; his costs have risen and will likely end up closer to \$3 million. As part of receiving 79-E relief, Mr. Ponte, as all recipients do, needed to provide a Covenant to Protect Public Benefit (attached). In addition to requiring the project remain a public benefit for the term of the incentive, the document also dictates that "the contemplated tax relief shall be null and void if proposed work is not completed by August 31, 2025." Unfortunately, the project has run into a few issues that will force Mr. Ponte to take a little longer for completion. First, asbestos was found in parts of the property, including on the outside walls. This was not anticipated. Second, construction crews aren't as flexible as in years past as many are trying to squeeze in as much work as they can before the snow flies and just aren't as available and on site daily as was traditional. Finally, equipment and construction materials aren't always available when they're needed. Part of this is still supply chain issues that continue to plague many industries, most notably construction. The good news is that even with these delays, Mr. Ponte fully expects to be finished with the project in 2025. Therefore, Mr. Ponte is respectfully requesting an extension on his 79-E incentive until December 31, 2025.

I have enclosed: The Draft Covenant to Protect Public Benefit as agreed upon Mr. Ponte, signed August 1, 2024 and accepted by the Exeter Select Board on August 5, 2024

TOWN OF EXETER, NH
COVENANT TO PROTECT PUBLIC BENEFIT
MARIO A. PONTE, SR., TRUSTEE OF THE MARIO A. PONTE, SR. REVOCABLE
TRUST OF 85-87 WATER STREET, EXETER, NH

Per RSA 79E (Community Revitalization Tax Relief Incentive)

**MARIO A. PONTE, SR., TRUSTEE OF THE MARIO A. PONTE SR.
REVOCABLE TRUST of 85-87 Water Street, Exeter, NH 03833** (hereinafter referred to as
“GRANTOR”), owner of property situated at 85-87 Water Street, Exeter, NH and further
identified as Town Tax Map 72, Lot 29 (hereinafter referred to as the “PROPERTY”), for itself
and for its successors and assigns, for consideration of tax relief granted to GRANTOR by the
TOWN OF EXETER with a principal address of 10 Front Street, Exeter, County of
Rockingham, State of New Hampshire 03833 (the “GRANTEE”) pursuant to the provisions of
RSA 79-E, agree to the following Covenants imposed by the GRANTEE.

These covenants are made in exchange for **6 years of property tax relief** (5 years as the
GRANTEE has determined the property eligible as a “qualifying structure” per RSA 79-E:2, II
and an additional 1 year as the GRANTEE has determined the property is located within and
important to a locally designated historic district per RSA 79-E:5, III) granted with respect to the
PROPERTY as a result of the substantial rehabilitation (“rehabilitation” or “redevelopment”) of
the PROPERTY to be accomplished by the GRANTOR in accordance with GRANTOR’S
proposed redevelopment. The specific approved scope of work is detailed in the **“MARIO A.
PONTE, SR., TRUSTEE OF THE MARIO A. PONTE SR. REVOCABLE TRUST
Community Revitalization Tax Relief Application (Per RSA 79-E)”** approved by GRANTEE (by
vote of the Exeter Board of Selectmen) on November 20, 2023 incorporated herewith and
attached hereto (the “PROPOSAL” or the “APPLICATION”).

These covenants are to protect the public benefit in accordance with the provisions of RSA 79-E
for a term of 6 years beginning on April first of the first tax year commencing immediately after
the completion of the redevelopment work. Notwithstanding the foregoing, the contemplated tax
relief shall be null and void if the proposed redevelopment work is not completed by August 31,
2025.

All applicable provisions of RSA 79-E shall apply to these covenants.

The GRANTEE agrees that the PROPERTY, if substantially rehabilitated (or “redeveloped”) in accordance with GRANTOR’s proposal provides a demonstrated public benefit in accordance with the provisions of RSA 79-E:7 insomuch as the redevelopment of said PROPERTY:

- 1) Enhances the economic vitality of downtown Exeter (RSA 79-E:7, I); and
- 2) Enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located (RSA 79-E:7, II); and
- 3) Promotes the preservation and reuse of existing building stock throughout Exeter by the rehabilitation of historic structures, thereby conserving the embodied energy in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior’s Standards for Rehabilitation (RSA 79-E:7, II-a); and
- 4) Promotes development of Exeter’s municipal center, providing for efficiency, safety and a greater sense of community with RSA 9-B (RSA 79-E:7, III).

These covenants, which are hereby granted by the GRANTOR to the GRANTEE with respect to the above-described PROPERTY, and which shall commence simultaneously with the period of tax relief but shall continue for the duration of the 6-year tax relief period, are as follows:

GRANTOR’S COVENANTS:

REDEVELOPMENT OF PROPERTY. The Grantor agrees to redevelop the PROPERTY during the term described herein in accordance with GRANTOR’S proposal. The redevelopment contemplated by GRANTOR’S proposal shall be completed by the GRANTOR on or before August 31, 2025. All of the work detailed in GRANTOR’S proposal, to include any amendments approved by the Town thereto, must be completed in order for the tax relief to take effect. If only some of the work contemplated by GRANTOR’S proposal is completed prior to August 31, 2025, then the PROPERTY shall be fully assessed for the value of that work.

MAINTENANCE AND USE OF THE PROPERTY. The GRANTOR agrees to maintain, use and keep the structure in a condition that furthers the public benefits for which the tax relief was granted and accepted during the term of the tax relief under RSA 79-E:8. The GRANTOR agrees to continue to use the PROPERTY as described in the attached proposal. The use of the PROPERTY shall not be converted to a different use inconsistent with the description in the attached proposal.

REQUIRED INSURANCE, USE OF INSURANCE PROCEEDS, AND TIMEFRAME TO REPLACE OR REMOVE DAMAGED PROPERTY. The GRANTOR agrees and is required to obtain and maintain casualty insurance. The GRANTEE requires a lien against proceeds for any insurance claims to ensure proper restoration or demolition of any damaged structures and property. The GRANTEE further requires that the restoration or demolition

commence within one year following any insurance claim incident; otherwise the GRANTOR shall be subject to termination provisions set forth in RSA 79-E:9, I.

RECORDING. The GRANTEE shall record this covenant with the Rockingham County Registry of Deeds upon its execution. It shall be a burden upon the PROPERTY and bind all transferees and assignees of such PROPERTY. The GRANTOR will be solely responsible for payment of the recording fees.

ASSESSMENT OF THE PROPERTY. The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the tax relief granted based on the pre-rehabilitation (or redevelopment) value or such other value utilized by the Assessor to address improvements not covered by RSA 79-E. If the terms of these covenants are not met, the property tax relief may be reduced or discontinued by the GRANTEE after the procedure outlined in RSA 79-E:9, I. In such case, the GRANTEE reserves the right to assess all property taxes on the PROPERTY to the GRANTOR, or its successors or assigns, as though no tax relief was granted, with interest in accordance with RSA 79-E:9, I and II. Provided that the GRANTOR complies with all the terms of these covenants, the property tax relief will commence upon the completion of the substantial rehabilitation, but in any event no later than August 31, 2025 and will end six (6) years from the commencement date.

RELEASE, EXPIRATION, CONSIDERATION.

- I. **RELEASE.** The GRANTOR may apply to the local governing body of the Town of Exeter for a release from the foregoing discretionary tax relief and associated covenant within the duration of the tax relief period of the RSA 79-E upon a demonstration of extreme personal hardship. Upon release from such covenants, the GRANTOR shall thereafter pay the full value assessment of the PROPERTY to the Tax Collector of the Town of Exeter.
- II. **EXPIRATION.** Upon final expiration of the terms of the tax relief the tax assessment will convert to the then full fair market value. Upon final expiration of the terms of this covenant, these covenants will be concluded.
- III. **CONSIDERATION.** The Tax Collector shall issue a summary receipt to the owner of such PROPERTY with a copy to the governing body of the Town of Exeter of the sums of tax relief accorded during the term of the tax relief described herein. The local governing body shall, upon receiving a copy of the above-mentioned consideration and upon the expiration of this covenant execute a release of the covenant to the GRANTOR and shall record such a release with the Rockingham County Registry of Deeds. A copy of such release or renewal shall also be sent to the local assessing official.
- IV. **MAINTENANCE OF STRUCTURE.** If, during the term of these covenants the GRANTOR shall fail to maintain and use the PROPERTY in conformity herewith or shall cause the PROPERTY to significantly deteriorate or be demolished or removed, the GRANTEE reserves the right to terminate the tax relief, which is the

subject of these covenants and may assess to the GRANTOR, its successors or assigns, all taxes as though no tax relief was granted, with interest, per RSA 79-E:9.

ENFORCEMENT. If a breach of this covenant is brought to the attention of the GRANTEE, the GRANTEE shall notify the GRANTOR, in writing of such breach, which notification shall articulate the nature of the breach and provide specific instructions regarding the required corrective action. GRANTEE'S notice shall be delivered in hand or by certified mail, return receipt requested to the GRANTOR. The GRANTOR shall have a reasonable amount of time, but no less than thirty (30) days after receipt of such notice to undertake the required corrective actions, including restorations, which are reasonably calculated to cure the said breach and to notify the GRANTEE thereof.

If the GRANTOR fails to take such corrective action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE'S expenses, court costs and legal fees, shall be paid by the GRANTOR, provided the said GRANTOR is determined to be directly or indirectly responsible for the breach.

The GRANTOR, by accepting and recording these covenants to the GRANTEE agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTOR, all in furtherance of the purposes for which this tax relief and associated covenants is delivered.

WITNESS ITS HAND this _____ day of _____, 2024.

**GRANTEE: MARIO A. PONTE, SR.
REVOCABLE TRUST**

Witness

By: _____
Mario A. Ponte, Sr., Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

_____, 2024

Personally appeared **MARIO A. PONTE, SR. TRUSTEE OF THE MARIO A. PONTE SR. REVOCABLE TRUST**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes contained therein on behalf of said Trust.

Before me,

Notary Public

My Commission Expires: _____

ACCEPTED this _____ day of _____, 2024 by the Town of Exeter

TOWN OF EXETER
10 Front Street
Exeter, NH 03833

By: _____

Chairman, Exeter Board of Selectmen

By: _____

By: _____

By: _____

By: _____

Tax Abatements, Veteran's Credits & Exemptions

List for Select Board meeting February 2, 2026

Abatement			
Map/Lot/Unit	Location	Amount	Tax Year
104/79/132C	132C Robinhood Dr	\$270	2025

Veterans Credit			
Map/Lot/Unit	Location	Amount	Tax Year
86/49	11 Hampton Falls Rd	\$2,000.00	2026 disable

Current Use Application A10			
Map/Lot/Unit	Location	Tax Year	
113-5	Powder Mill Rd	7.5 acres	2026

Permits & Approvals

Town Manager Report

Select Board Committee Reports

Correspondence



Bulletin #4: Data Centers, Housing Champions and NTOs—Oh, My!

1 message

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

Fri, Jan 23, 2026 at 1:24 PM

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Legislative Bulletin 4

2026 Session

January 23, 2026



Live Bill Tracker

Bill Hearings Schedule

In this issue:

- Power Play on Data Center Zoning?
- Committee to Vote on Anti-NHMA Bills
- Housing Champions on Chopping Block
- Flawed No Trespass Order Bill is Back
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- How to Make Your Voice Heard
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Legislative hearings can draw a diverse crowd, so we're not sure whether the porcupine who showed up at the entrance to the House meeting rooms at Government Place on Thursday was planning to testify or simply lost. Either way, we hope that he (or she) subscribes to NHMA's Legislative Bulletin. (Photo by Brodie Deshaies)

Power Play on Data Center Zoning?

SB 439, relative to data centers, was amended by the [Senate Election Law and Municipal Affairs Committee](#) this week and is on the Senate consent calendar for **Thursday, January 29**.

As introduced, the bill stated, “A local legislative body **may** permit” data centers within commercial or industrial zones, “... subject to the provisions of this subdivision and local land use regulations adopted pursuant to this title.” The bill also contained a long set of specific requirements.

The [amended bill](#) simply states that data centers “**are** allowed” in these zones, “subject to the provisions of local land use regulations.”

So, what happens if a municipality wants to allow data centers in industrial zones, but not in commercial zones? Under the amendment, the municipality is out of luck.

NHMA had no position on the original bill because local legislative bodies can already permit data centers; however, we **oppose** this amendment because it overrides local choice. We believe this bill may be taken off the consent calendar so it can be debated on the Senate floor and potentially amended, so **we are asking members to contact their local Senator and ask them to vote against this, pardon the pun, “power play.”**

House Committee to Vote on Anti-NHMA Bills

The [House Legislative Administration Committee](#) held hearings Thursday on a pair of bills that specifically take aim at NHMA’s ability to advocate and at member municipalities’ ability to govern the organization. On **Thursday, January 29, at 10:00 a.m. in Government Place (GP) Room 234** the committee will hold executive sessions on these bills. (Note: There is no public input at these sessions, so no need to come to Concord, although you can [watch here](#).)

HB 1359 requires a two-thirds majority vote of the legislative body, by roll call or ballot, to authorize funding the lobbying portion of municipal association dues. This means a roll call or secret ballot vote by the town meeting for most municipalities. Worse, the bill would change the business model under which NHMA has operated for decades by requiring us to split up the educational, legal and advocacy services we offer and bill for them separately, which would certainly cost more for members.

HB 1360 creates a legislative oversight commission to review NHMA's finances, activities, and use of public funds and adds new reporting requirements over and above what is required of other non-governmental entities that receive public funding. The commission can issue suspension orders for up to one year if NHMA is found to be noncompliant in reporting lobbying activities or "acting in a manner contrary to the best interests of its member municipalities," allowing legislators to cut off the advocacy we can do on behalf of our members if they so wish.

Both bills contain sections that would make it impossible for NHMA—a non-profit, non-partisan, voluntary membership organization overseen by a board of local officials—to continue operating in its current manner.

Despite no one beyond the sponsor testifying in support of either of these bills, they are expected to be favorably reported out of committee. We're still asking local officials to [contact members](#) of the **House Legislative Administration Committee** before next Thursday to explain the value of NHMA membership and of having a shared voice at the State House.

We encourage members to send **letters or resolutions**, approved by their governing bodies, **in support of NHMA and in opposition to these bills** to your own House representatives. These bills may be voted on by the full House as soon as **February 5**. **If your municipality requires assistance** with a letter or resolution, feel free to contact us at governmentaffairs@nhmunicipal.org.

Housing Champions on the Chopping Block

The [House Housing Committee](#) voted, 10-8, this week to recommend [HB 1196](#) as ought to pass. This bill **repeals the [Housing Champions](#) program administered through the state Department of Business and Economic Affairs (BEA).**

Housing Champions is a voluntary program created in 2023 and funded with a \$5 million appropriation to provide communities with another tool encouraging affordable housing development. Municipalities designated as Housing Champions—28 so far—are eligible to apply for grants to help them develop solutions and advance infrastructure that will help alleviate the state's housing shortage. According to BEA, these grants supported 2,700 new housing units to date. Just this week, [BEA recognized the Town of Exeter](#) as a Housing Champion.

While no funding for the program was included in the current state budget, there is approximately \$3 million remaining in the fund. According to the fiscal note for the bill prepared by BEA "it is unclear whether the intent is to repeal the fund yet allow obligated funds to be paid, approximately \$2,600,000, or to repeal the fund entirely and have all remaining funds lapse to the General Fund."

Repealing one of the few attempts the state has made to partner with municipalities to address the housing crisis is truly a head-scratcher.

The recommendation will be voted on by the full House at an unspecified future date. If your municipality benefited—or hopes to benefit—from this program, [contact your local legislators to oppose HB 1196](#) when it goes to the House floor.

Flawed No Trespass Order Bill is Back

On **Tuesday, January 27, at 9:55 a.m. in GP 154**, the [House Municipal and County Government Committee](#) will hold a public hearing on [HB 1184](#), relative to the issuance of no trespass orders (NTO) on municipal or school district property. NHMA **opposes** this bill, which would require a unanimous vote from the governing body in a public meeting to issue an NTO, unless the individual involved requests a non-public session. Additionally, a temporary NTO can be issued for a maximum of 24 hours without following the full procedural requirements, but any extensions must follow hearing process outlined in the bill.

HB 1184, which is similar to a bill opposed by NHMA and other organizations that died in conference last year, contains multiple procedural ambiguities and does not contemplate that NTOs are often issued due to rapidly developing circumstances in which the safety of municipal employees or the general public are at risk. Moreover, it tells the municipal employees who are decision-makers in these situations that the governing body does not trust their judgment to keep others safe. Please [sign in to oppose this bill](#) and if you have local legislators on this committee, please [contact them to share your concerns](#).

For detailed instructions on ways to share your position on this and any other bills, see “*How to Make Your Voice Heard*” below.

Tepid Reception for Tax Cap Referendum

The [House Election Law Committee](#) held a public hearing Tuesday on a non-germane amendment to [HB 1300](#) that would **create biennial local tax cap referendums for every city, town, county, and school district in New Hampshire**.

The introduced version of [HB 1300](#) dealt with congressional redistricting, but the draft amendment ([am 2026-0093h](#)) mandates a **biennial local property tax limitation ballot question for each state general election** held in November of even-numbered years. For the cap to take effect, it must be approved by a 3/5 majority in an individual jurisdiction.

No one but the proposal’s sponsor—who admitted the amendment was “a work in progress”—spoke in support of the amendment, while those opposing it included local officials, NHMA, and legislators from both parties. Several pointed out that a tax cap tied to inflation fails to recognize that large cost drivers such as health insurance tend to increase more than the general rate of inflation. Additionally, NHMA pointed out that the proposed process is technically flawed and won’t work in New Hampshire.

Since this is “a work in progress” there’s not much to do except monitor things until the committee has an actual amendment to vote on. Stay tuned.

Fewer Retirement Bills in 2026

There will be fewer headlines and far less drama this year, but there are still a number of bills related to the New Hampshire Retirement System that NHMA is following.

On **Tuesday, January 27, at 1:55 p.m. in State House Room 103**, the [Senate Finance Committee](#) will hold a public hearing on [SB 601](#), a bill making the state responsible for 7.5% of local employer contributions to the New Hampshire Retirement System for teachers, police officers and firefighters.

From 1977-2009, the state paid 35% of the employer contributions for Teacher, Police, and Fire members employed by political subdivisions, but the statute was amended to reduce the state’s share to 30% in FY 2010 and 25% in FY 2011. The 2009 amendment also restored the State contribution to 35% in FY 2012. However, the statute was amended again in 2011 to eliminate the State’s percentage share of employer contributions altogether. The net result was to shift pension costs from the State to political subdivisions. In 2022, legislation provided one-time funding for employers in FY 2023, equal to 7.5%. **SB 601** would obligate the state to make that contribution going forward, offsetting municipal retirement costs and, as a result, property taxes.

NHMA supports this legislation and encourages our members to contact the committee to endorse **SB 601.**

Other retirement-related bills this year include:

- Three bills dealing with retirees working for participating employers: [HB 1014](#) exempts certain retirees from the 28-day waiting period for part-time employment; [HB 1439](#) modifies the

application of penalties in cases in which a retiree exceeds the annual limit on hours worked; [HB 1459](#) expands the “grandfathering” provision that currently allows anyone who retired prior to January 1, 2019, to work additional hours provided they remain in the same position.

- [HB 1170](#) provides a state-funded cost-of-living adjustment (COLA) for Group II (Police and Fire) retirees only.
- [HB 1471](#) is described as a “cleanup bill” to address some language included in the major pension changes enacted last year that impacted about one quarter of active Group II members.

All of these bills had public hearings last week and remain with the [House Executive Departments and Administration \(ED&A\) Committee](#). NHMA has no position on any of these bills, as they do not have any cost or administrative impact on municipalities.

Get Involved in Legislative Policy Process

NHMA’s biennial legislative policy process is getting under way. NHMA has a member-driven process by which it establishes the legislative policy positions to guide staff advocacy activities over the coming legislative biennium. As a first step, we are recruiting volunteers to serve on our three legislative policy committees. These committees will review legislative policy proposals submitted by local officials and make recommendations on those policies, which will go to the NHMA Legislative Policy Conference in September.

If you are a municipal official in a city or town and are interested in serving on one of the policy committees, please contact the advocacy staff at: governmentaffairs@nhmunicipal.org.

Each of the committees deals with a different set of municipal issues. The committees and their subject areas are as follows:

- Finance and Revenue: budgeting, revenue, tax exemptions, current use, assessing, tax collection, retirement issues, education funding.
- General Administration and Governance: elections, Right-to-Know Law, labor, town meeting, charters, welfare, public safety.
- Infrastructure, Development, and Land Use: solid/hazardous waste, transportation, land use, technology, environmental regulation, housing, utilities, code enforcement, economic development.

When you contact us, please indicate your first and second choices for a committee assignment. We will do our best to accommodate everyone’s first choice, but we strive for equal membership among the committees. We hope to have 15-20 members on each committee.

There will be an organizational meeting in Concord for all committees on **Friday, April 3**. After that, each committee will meet separately as many times as necessary to review the policy proposals assigned to it—typically three to five meetings, all held on either a Monday or Friday, between early April and the end of May.

Housing Policy and Local Governance

While policymakers across the political spectrum agree that New Hampshire lacks sufficient housing—particularly affordable rental and workforce units—recent legislation has increasingly focused on state-level mandates rather than collaborative, community-driven solutions.

NHMA has released a whitepaper examining the state’s longstanding housing shortage and the shifting policy landscape affecting local zoning and land use authority. The paper is [available here](#).

The paper traces the roots of the housing deficit back nearly two decades and advocates for renewed partnership between the state and municipalities. NHMA believes sustainable, fiscally responsible

growth requires empowering communities to shape solutions that reflect their unique needs and capacities.

How to Make your Voice Heard

The adage goes that “life is all about showing up.” The same can be said for legislative advocacy. If a bill is of importance to your municipality, it’s always best to make your case – for or against – in person. Every Friday, NHMA posts a [Bill Hearings Schedule](#) for the upcoming week. However, if you can’t make it to Concord, you can use the Legislature’s online portal to put your position on the hearing record.

The House has an [online testimony submission system](#) that allows you to indicate your position on the bill with an option to attach testimony. If you want to email all the members of a House committee, you will have to copy their email addresses individually from the [committee page](#).

The Senate has [a remote sign-in sheet](#) where you can indicate whether you are supportive of a bill, opposed, or neutral. Written testimony can be submitted via the “Email Entire Committee” link found on the [Senate committee page](#).

If you have time to follow along, livestreams of [House](#) and [Senate](#) sessions and committee meetings are available on YouTube. Prior sessions and committee meetings are also archived.

Finally, if you just want to contact your local legislators, there are [Contact a Senator](#) and [Contact a Representative](#) links on the [General Court](#) website.

Note: For any readers who print these emails out, all of the above links can be found on the General Court website at: <https://gc.nh.gov/>

Because the House and Senate have moved to digital calendars, committees now have the ability to reschedule when there is bad weather, when there are absences, or when issues with bills just haven’t quite been worked out. If you are planning to attend a hearing or work session in person, we strongly recommend checking the [House Digital Calendar](#) and [Senate Digital Calendar](#) before heading to the State House. For those of you with an interest in a particular bill or set of bills, please use the ‘subscribe’ feature on [FastDemocracy](#) to get email updates when those bills are scheduled or rescheduled.

Finally, remember that House committees are meeting in a new location. The Legislative Office Building (LOB), where House committees typically meet, is closed for renovation and hearings are now being held at 1 Granite Place (GP), which is about 1.6 miles north of the State House. NHMA has [prepared a handout](#) on how to navigate Government Place.

Follow Bills That Matter to You Online

In addition to our weekly *Legislative Bulletin*, NHMA provides members access to FastDemocracy, an online bill tracking platform, for efficient, real-time updates to legislative activity of interest to members. This tool can help ensure that you know when the bills that you care about most are scheduled for public hearing or votes.

Visit our online [Bill Tracker](#) page to learn more and feel free to subscribe to weekly or daily updates on subjects and bills of interest.

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**NHMA Events Calendar
2025 Final Legislative Bulletin**

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Review Board Calendar

Non-Public Session