

## **SELECT BOARD MEETING**

**Monday, March 16, 2026**

**6:45 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/88580785717>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 885 8078 5717

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](mailto:extvg@exeternh.gov) or 603-418-6425 with any technical issues.

### **AGENDA**

1. Call Meeting to Order
2. Board Interview
  - a. Planning Board & Recreation Advisory Board – Elaine Hays - 6:45 pm
3. Swear In Town Officers – Andie Kohler, Town Clerk
4. Select Board Re-Organization
5. Public Comment
6. Approval of Minutes
  - a. Regular Meeting: March 2, 2026
7. Appointments/Resignations
8. Discussion/Action Items
  - a. Public Hearing – Grant Acceptance – Street Tree Program – Kristen Murphy
  - b. Public Hearing – Grant Acceptance – CLG Grant – Julie Gilman
  - c. 2026 Election Results – Kate Miller, Moderator
  - d. Pairpoint Park Resident Proposal – Keith Whitehouse
9. Tax Abatements, Veterans Credits & Exemptions
10. Permits & Approvals
  - a. Grant Acceptance – Household Hazardous Waste Grant Acceptance – Stephen Cronin, Public Works Director
  - b. Donation Acceptance – Pairpoint Park – Corey Stevens, Finance Director
  - c. Donation Acceptance – National Night Out – Corey Stevens, Finance Director
11. Town Manager's Report
12. Select Board Committee Report
13. Correspondence
14. Review Board Calendar
15. Non-Public Session
16. Adjournment

**Niko Papakonstantis, Chair**

**Select Board**

**Posted 3/13/26 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**

## Board Interviews



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

3/2/26 6:45 pm  
3/16/26  
Confirmed.

**Statement of Interest**  
**Boards and Committee Membership**

Committee Selection: Recreation Advisory Board

New  Re-Appointment  Regular  Alternate

Name: Elaine Hays Email: ehays31@gmail.com

Address: 2 Lantern Lane Phone: 603 778-6087

Registered Voter: Yes  No

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

I am interested in becoming a member of the Recreation Advisory Board. I am recently retired and would very much like to participate in community boards. I served on the Recreation Department Board in Steamboat Springs Colorado for a number of years before moving to Exeter and feel that is probably the best committee to serve on the one with which I have more experience.  
If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: Elaine Hays Date: 3/25/2026

To be completed by Select Board upon appointment:

Date Appointed: \_\_\_\_\_ Term Ending: \_\_\_\_\_ Full: \_\_\_\_\_ Alternate: \_\_\_\_\_



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

3/2/26 6:45 pm  
 3/16/26  
 Confirmed.

**Statement of Interest  
 Boards and Committee Membership**

Committee Selection: Planning Board

New  Re-Appointment  Regular  Alternate

Name: Elaine Hays Email: ehays31@gmail.com

Address: 2 Lantern Lane Phone: 603-778-6087

Registered Voter: Yes  No

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

I am interested in serving on the Planning Board as an alternate. Although I have not had experience serving on a planning board in the past I would very much like to be introduced to the process so that I might serve as a regular board member in the future.

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

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

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

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

Signature: Elaine Hays Date: 2/25/2026

To be completed by Select Board upon appointment:

Date Appointed: \_\_\_\_\_ Term Ending: \_\_\_\_\_ Full: \_\_\_\_\_ Alternate: \_\_\_\_\_

## **Swear-In Town Officers**

## **Select Board Re-Organization**

**Public Comment**

## **Approval of Minutes**

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Select Board Meeting  
Monday March 2, 2026  
6:30 PM  
Nowak Room, Town Offices  
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Clerk Nancy Belanger, Julie Gilman, and Dan Chartrand were present at this meeting.

Members Absent: Vice-Chair Molly Cowan

Interim Town Manager Melissa Roy was also present. The meeting was called to order by Mr. Papakonstantis at 6:30 PM.

2. Ballot Machine Training for Select Board Members

- a. Town Clerk Andie Kohler led a training session for the new ballot machines.

3. Public Comment

- a. Keith Whitehouse said there will be a table for Pairpoint Park at the election. He showed the Board a shovel used to break ground on the water treatment plant in 1972 by his great-grandfather George Bean.
- b. Jay Childs of 7 Hunter Lane and Lisa Wilson of 6 Robin Lane thanked the Select Board for their remarks about their father Bill Childs, as well as the community of Exeter for their condolences and memories. Ms. Wilson said they will donate a painting of his to the Town Offices.

4. Proclamations/Recognitions

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

5. Approval of Minutes

- a. Regular Meeting: February 17, 2026  
Corrections: Ms. Belanger said on page 3, line 118, it says "Ms. Belanger said she ran the numbers" but she actually requested that the numbers be run and Janet in our Assessor's Office ran them. In line 216, Ben Richards should be Silas Richards.

**MOTION:** Ms. Belanger moved to approve the minutes of February 17, 2026 as amended. Ms. Gilman seconded. The motion passed 4-0.

6. Appointments

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

7. Discussion/Action Items

- a. Election Preparation

45 Town Moderator Kate Miller was present to discuss the election, which  
46 will be March 10 from 7 AM - 8 PM at the Talbot Gym at 30 Linden Street. There  
47 is an accessible entrance on the side of the building. Everyone should bring a  
48 photo ID, but if the resident knows the poll workers, individuals can vouch for  
49 them instead. The ballot is five pages, three for the town and one for each School  
50 District. With the new voting machines, if there is an irregularity the ballot will go  
51 to the back of the machine to be hand counted after the polls close. People who  
52 are not registered can register at the election if they bring all their documentation.

53 Ms. Gilman asked about hand counting - if someone requests for it to not  
54 go through the machine, how will it be handled? Attorney Miller said if they wish  
55 their ballot to be hand-counted, they can put it in the hand-counting slot  
56 themselves.

57  
58 b. Heart Safe Community

59 Fire Chief Justin Pizon and Bill Wood of EMS were present to discuss this  
60 item. Fire Chief Justin Pizon said in 2020, he was tasked with figuring out how  
61 Exeter could become a heart-safe community. Kicked off a citizen CPR program  
62 at the High School. This ended with Covid, but then we started doing CPR  
63 classes at the Fire Station. The community has to be familiar with CPR and using  
64 AEDs to qualify. He then handed the program off to Deputy Chief Ryan Booth  
65 and Kevin St. James to handle the paperwork. Advanced Cardiac Life Support or  
66 ACLS is part of paramedic licensing. You have to have ACLS providers ready to  
67 respond, and we qualify.

68 Bill Wood said this program has existed at the State level since 2005. In  
69 New Hampshire, we respond to 200+ adult cardiac arrests a month. When  
70 someone's down, every minute of delay to get their heart beating is a 10% less  
71 chance of survival. In a rural state, the issue is travel time. CPR is to buy time to  
72 get an AED to the patient. Anyone trained or untrained in CPR can follow the  
73 AED instructions. There is no liability for its use.

74 Mr. Wood presented Chief Pizon with a certificate of appreciation to the  
75 Town of Exeter for its efforts in improving the survival of sudden cardiac arrests  
76 and for meeting the criteria to be designated a heart-safe community. He also  
77 presented him with a sign for the Town Offices.

78 Ms. Belanger asked if there is an AED in Town Buildings, and Chief Pizon  
79 said yes, all Town buildings and Police Cruisers have them.

80  
81 c. SB245 Emergency Billing

82 Chief Justin Pizon and Deputy Chief Ryan Booth of the Fire Department  
83 were present to discuss this item. Chief Pizon said SB245 allows us to negotiate  
84 bills with private insurance companies. Medicare, Medicaid, and Tricare only  
85 reimburse a certain amount; the payment is \$470 from Medicare. This is hurting  
86 the private ambulance services particularly. The current rate is Medicare plus  
87 100%, but the new negotiated rate is 325% of Medicare. These rates will be in  
88 place through December 2027. We have about an 80% collection rate. This is

89 projected to bring in \$113,000 more in ambulance receivables annually without  
90 having to bill users or having it go to collections. The five insurance companies  
91 have agreed to reimburse us at 325% of Medicare rate.

92 Mr. Chartrand asked if this new situation will build up the Ambulance  
93 Revolving Fund reserves. Chief Pizon said that's the goal. His five-year plan is to  
94 be giving back \$250,000 in surplus to the General Fund.

95 Mr. Chartrand said he would like to have a report on an annual basis as  
96 part of the motion. Chief Pizon said we will provide notice if the State adjusts  
97 rates. There will be complete transparency.

98 Ms. Belanger said she likes that Town Counsel will review this.

99 **MOTION (not voted):** Ms. Belanger moved that upon review and approval of Town Counsel, to  
100 authorize the Fire Chief or their designee to enter into negotiations with the appropriate  
101 insurance companies doing business in New Hampshire, using the State of New Hampshire  
102 standard contract application to adjust ambulance billing rates as required based on the  
103 direction set forth in SB245 and to further authorize the Fire Chief to prepare reports to the  
104 Select Board with data as available. Mr. Chartrand seconded.

105  
106 Ms. Gilman asked that the motion specify that this is SB 245 from 2025,  
107 as there could be another SB 245 someday. Ms. Belanger withdrew her motion  
108 and Mr. Chartrand withdrew his second.  
109

110 **MOTION:** Ms. Belanger moved to, upon review and approval of Town Counsel, authorize the  
111 Fire Chief or their designee to enter into negotiations with the appropriate insurance companies  
112 doing business in New Hampshire, using the State of New Hampshire standard contract  
113 application to adjust ambulance billing rates as required based on the direction set forth in  
114 SB245 (2025) and to further request the Fire Chief present data to the Select Board as  
115 available. Mr. Chartrand seconded. The motion passed 4-0.  
116

## 117 8. Regular Business

### 118 a. Tax Abatements, Veterans Credits and Exemptions

119 **MOTION:** Ms. Belanger moved to approve an abatement for 110/2/66 in the amount of \$189.00  
120 for tax year 2025. Ms. Gilman seconded. The motion passed 4-0.  
121

122 **MOTION:** Ms. Belanger moved to approve an abatement for 63/102/1 in the amount of \$195.10  
123 for tax year 2025. Ms. Gilman seconded. The motion passed 4-0.  
124

125 **MOTION:** Ms. Belanger moved to approve Veterans Credits for 71/10/4 and 86/20/4 in the  
126 amount of \$2,000.00 each for tax year 2026. Ms. Gilman seconded. The motion passed 4-0.  
127

128 **MOTION:** Ms. Belanger moved to approve a Veterans Credit for 104/79/204 in the amount of  
129 \$500.00 for tax year 2026. Ms. Gilman seconded. The motion passed 4-0.  
130

131 **MOTION:** Ms. Belanger moved to approve an Elderly Exemption for 104/79/11 and 60/9 in the  
132 amount of \$152,251.00 for tax year 2026. Ms. Gilman seconded. The motion passed 4-0.

133 **MOTION:** Ms. Belanger moved to approve a Religious Exemption for 29/21/E in the amount of  
134 \$1,546,700.00 for tax year 2026. Ms. Gilman seconded. The motion passed 4-0.

135  
136 **MOTION:** Ms. Belanger moved to approve a Religious Exemption for 29/26 for \$578,100.00 for  
137 tax year 2026. Ms. Gilman seconded. The motion passed 4-0.

138  
139 **MOTION:** Ms. Belanger moved to approve a Religious Exemption for 95/61 in the amount of  
140 \$777,500.00 for tax year 2026. Ms. Gilman seconded. The motion passed 4-0.

141  
142 **MOTION:** Ms. Belanger moved to approve a Charitable Exemption for 73/292 in the amount of  
143 \$592,000 for tax year 2026. Ms. Gilman seconded. The motion passed 4-0.

144  
145 Ms. Gilman said there is a bill in the House for 501C3 organizations not to  
146 have to put in an exemption application every year.

147  
148 b. Permits & Approvals  
149 i. Donation Acceptance – Police Department Comfort Dog Program  
150 Mr. Papakonstantis said PEA had their annual “winter  
151 frolic” and raised \$10,000 for area food pantries. They designated  
152 part of that money to the Police Department for Maple, the Town’s  
153 comfort dog.

154 **MOTION:** Ms. Gilman moved to accept the cash donation of \$1,775 from the Phillips Exeter  
155 Winter Frolic silent auction to support our comfort dog Maple. Ms. Gilman seconded. The motion  
156 passed 4-0.

157  
158 c. Town Manager’s Report  
159 i. Ms. Roy said last Tuesday, we swore in Deputy Chief Josh  
160 McCain as the interim Police Chief.  
161 ii. On Feb 23, we hired a replacement for Barb McEvoy, Dawn  
162 Faringo.  
163 iii. She spent time working with Niko and Corey Stevens on the  
164 budget podcast to educate our voters.  
165 iv. She worked with DPW director Cronin and Interim Chief McCain  
166 to declare a snow emergency.  
167 v. She attended the Facilities Advisory Committee meeting and the  
168 voter education night at RiverWoods to present the proposed  
169 2026 budget.

170  
171 d. Select Board Committee Reports  
172 i. Ms. Gilman said the Heritage Commission is going forward with  
173 the preservationist of the year award for two people. She and  
174 Chair Françoise Elise led a tour of the Apothecary for North  
175 Bennet Street School preservation architecture program.

- 176 ii. Ms. Belanger attended a Planning Board meeting, where they had  
177 a second discussion on the Exeter Complete Street design.  
178 They're going to meet one more time about this on March 12,  
179 2026.
- 180 iii. Mr. Chartrand said he attended a Facilities Advisory meeting.  
181 Chair Mark Leighton conveyed the Facilities Assessment RFP to  
182 Melissa Roy. Mr. Chartrand also attended the Train Station  
183 Committee meeting, and that group is getting organized.
- 184 iv. Mr. Papakonstantis attended interim Chief McCain's swearing in.  
185 He thanked Exeter TV for their video with him and Corey Stevens.  
186 He attended RiverWoods to go over the warrant. He sat in on the  
187 Coastal Resiliency Grant meeting; their next public meeting is  
188 March 23 from 6 - 8 PM.

189  
190 2. Correspondence

191 a. The NHMA Legislative Bulletin

192  
193 9. Review Board Calendar

- 194 a. The next meetings are March 16, March 30, April 13, April 27, May 4, May 18,  
195 June 1, June 15, and June 29.

196  
197 10. Non-Public Session

198 **MOTION:** Ms. Belanger moved to enter into non-public session under RSA 91-A 3:II(a). Mr.  
199 Chartrand seconded. In a roll call vote, the motion passed 4-0 and the meeting entered non-  
200 public at 8:10 PM. Ms. Cowan called in to join the non-public session.

201  
202 **MOTION:** Ms. Belanger moved to exit non-public session at 8:47 PM. Ms. Gilman seconded.  
203 The motion passed 5-0 via role call vote.

204  
205 **MOTION:** Mr. Chartrand moved to seal the minutes until the matter is resolved. Ms. Belanger  
206 seconded. The motion passed 5-0 via role call vote.

207  
208 11. Adjournment

209 **MOTION:** Mr. Chartrand moved to adjourn the Select Board meeting at 8:48 PM. Ms. Belanger  
210 seconded. The motion passed 5-0 via role call vote.

211  
212  
213 Respectfully Submitted,  
214 Joanna Bartell  
215 Recording Secretary

216  
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219

## **Appointments/Resignations**

## **Discussion/Action Items**

**Notice of Public Hearing**

**Town of Exeter, NH**  
**Notice of Public Hearing Pursuant to RSA 31 :95-b,III(a)**

Notice is hereby given that the Select Board of the Town of Exeter will hold a public hearing in the Nowak Room, 10 Front Street, Exeter beginning at 7:00 PM on the 16th day of March 2026, for the purpose of complying with the provisions of RSA 31:95-b,III(a) for the following:

Acceptance of Piscataqua Regions Estuaries Partnership Climate Impact Grant in the amount of \$25,000 granted to the Exeter Planning Department to be used for a street tree planting program and associated outreach and education program.

Dated: March 9, 2026

Exeter Select Board  
Niko Papakonstantis, Chair



## EXETER PUBLIC WORKS DEPARTMENT

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

[www.exeternh.gov/publicworks](http://www.exeternh.gov/publicworks) • [publicworks@exeternh.gov](mailto:publicworks@exeternh.gov)

TO: Select Board

FROM: Kristen Murphy, Conservation and Sustainability Planner

DATE: March 11, 2026

RE: Piscataqua Region Estuaries Partnership (PREP) Climate Impact Grant \$25,000 Grant

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In collaboration with the Tree Committee and Conservation Commission, I applied for a grant through the PREP Climate Impact Grant program, which focuses on initiatives that address extreme heat and/or flooding in the Great Bay Watershed. I am very pleased to share we were selected for funding.

Our project, called the Exeter Heat Re-LEAF project, will occur over the next 2 years to fund the planting of 28 street trees, hosting of educational programs and tree planting at the 2 elementary schools, the development of 3 educational kiosks and 8 sidewalk placards that inform viewers of the benefits of trees, and 4 public tabling events and “swag” promoting the program. Planting locations and efforts will be coordinated through the Tree Committee and staff departments of Planning, Public Works and Parks and Recreation.

In accordance with RSA 31-95-b, I am requesting time on the March 16<sup>th</sup> Select Board agenda for considering acceptance of unanticipated money. I have provided a draft motion should you feel ready to act that evening:

*To authorize the Interim Town Manager, or designee, to execute any and all related agreements for acceptance of the 2026 PREP Climate Impact grant funding.*

# 2026/2027 Heat Re-LEAF Street Tree Program

**\$25k Climate  
Impact Grant**



**PLANTING  
28 STREET  
TREES**

**3 EDUCATIONAL  
KIOSKS ON  
THE BENEFITS OF  
TREES INSTALLED**

**2 ELEMENTARY  
SCHOOL  
PROJECTS &  
PLANTINGS**

**8 SIDEWALK  
PLACARDS ON  
THE BENEFITS OF  
TREES INSTALLED**

**Town of Exeter, NH**  
**Notice of Public Hearing Pursuant to RSA 31:95-b,III(a)**

Notice is hereby given that the Select Board of the Town of Exeter will hold a public hearing in the Nowak Room, 10 Front Street, Exeter beginning at 7:00 PM on the 16th day of March 2026, for the purpose of complying with the provisions of RSA 31:95-b,III(a) for the following:

Acceptance of Department of Natural and Cultural Resources, Division of Historical Resources Grant in the amount of \$25,000.

Dated: March 9, 2026

Exeter Select Board  
Niko Papakonstantis, Chair



State of New Hampshire  
DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
DIVISION OF HISTORICAL RESOURCES

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-3483 Fax: 603-271-3433  
TDD Access: Relay NH 1-800-735-2964  
nhdhr.dncr.nh.gov



February 10, 2026

Julie Gilman  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

RE: Exeter, NH Certified Local Government Grant Award for Federal Fiscal Year 2025

Ms. Gilman:

The Division of Historical Resources is pleased to inform you that your application to the Certified Local Government grant program on behalf of the Town of Exeter, NH has been selected for funding from the 2025 pool of applicants.

The grant amount will be \$25,000 for the Town of Exeter to hire a qualified architectural historian to prepare individual inventory forms with input from the DHR on their content, for properties in Exeter's regulated historic district.

The DHR has sent grant agreement documents concurrently with this award letter. You may find it advantageous, given the relatively short time frame in which to complete the project, to begin getting your scope of work refined and building your team of consultants/presenters while the grant paperwork is in process. You should anticipate a project start date of June 2026. This grant will need to be completed no later than June 30, 2027.

We are happy to assist you with any questions that may arise as you move forward. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandee Loughlin".

Brandee Loughlin  
Preservation Planning & Development Coordinator  
New Hampshire Division of Historical Resources

### Municipality Certification of Authority

I, \_\_\_\_\_ (Name), hereby certify/attest that I am duly elected Clerk/Secretary of \_\_\_\_\_ (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on \_\_\_\_\_, 20 \_\_, at which a quorum of the Municipality Officers were present and voting.

**RESOLVED:** That \_\_\_\_\_ (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of \_\_\_\_\_ (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(Secretary/Clerk Signature Completing this Certificate)

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Natural & Cultural Resources, Division of Historical Resources		<b>1.2. State Agency Address</b> 172 Pembroke Road, Concord, NH 03301	
<b>1.3. Grantee Name</b> Town of Exeter Vendor Code: 177386 UEID: HLOQGW7ZJZR5		<b>1.4. Grantee Address</b> 10 Front Street, Exeter, NH 03833	
<b>1.5 Grantee Phone #</b> 603-778-0591	<b>1.6. Account Number</b> #14450000	<b>1.7. Completion Date</b> 9/30/2027	<b>1.8. Grant Limitation</b> \$25,000
<b>1.9. Grant Officer for State Agency</b> Brandee Loughlin		<b>1.10. State Agency Telephone Number</b> 603-271-3583	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13 State Agency Signature(s) Date:</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: _____		Assistant Attorney General, On:    /    /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By: _____		On:    /    /	

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

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
  - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
  - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
  - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
  - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
  - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
    - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
  - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
    - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
    - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
    - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
  - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
  - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
  - 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
  - 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 13.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

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

**EXHIBIT A – SPECIAL PROVISIONS:**  
CERTIFIED LOCAL GOVERNMENT GRANT PROGRAM  
NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable [Secretary of the Interior's Standards and Guidelines](#). The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate [Secretary of the Interior's Standards](#), as determined by the State Historic Preservation Officer, shall not be reimbursed.
3. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.
4. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
5. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant at the DHR's request. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants. This includes Standard Form 424B (Rev. 7-97) Prescribed by OMB Circular A-102, incorporated as Exhibit D of this document.
6. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
7. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

8. It is understood and agreed by the Grantee that the Grantee's receipt and expenditure of funds pursuant to this agreement is conditioned upon and subject to the conditions outlined in the U.S. Department of the Interior's Notice of Award for this Historic Preservation Fund Grant-In-Aid, the terms of which are hereby incorporated by reference. The Grantee agrees to fully comply with all applicable terms of the referenced Notice of Award and to neither take nor omit any action that would prevent the State from fully complying with all applicable terms of the Notice of Award.
9. The attached document, "Assurances - Non-construction Programs," as executed by the Grantee, is incorporated as Exhibit D of this document.

#### **EXHIBIT B – SCOPE OF WORK:**

1. Grantee agrees to apply the funds from this grant to the project(s) described in grantee's grant application and approved budget.
  - Grantee will hire a qualified architectural historian to prepare individual inventory forms with input from the DHR on their content, for properties in Exeter's regulated historic district.

#### **EXHIBIT C – PAYMENT TERMS:**

1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit B above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) subject to:
  - (a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
  - (b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
  - (c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.

3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a bi-annual basis as follows:

April 30, 2026: Progress Report Due

October 31, 2026: Progress Report Due

April 30, 2027: Progress Report Due

June 30, 2027: Project Completion

September 30, 2027: Final Project Report due; deadline for final payment requests

5. This contract shall commence upon execution of the contract and approval of the Governor and Executive Council, if required, with a completion date of September 30, 2027.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT D- ADDITIONAL FEDERAL COMPLIANCE REQUIREMENTS**

OMB Approval No. 0348-0040

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED  February 10, 2026

## **2026 Election Results**



New Voters 53

Registered Voters 12,510

BALLOT 1 of 3

OFFICIAL BALLOT
ANNUAL TOWN ELECTION
EXETER, NEW HAMPSHIRE
MARCH 10, 2026

18.9% Turn Out

Andrea J. Kohler
TOWN CLERK

Total Votes Cast 2359

INSTRUCTIONS TO VOTERS

- 1. To Vote: Completely fill in the oval to the right of your choice like this: For each office vote for up to the number of candidates stated in the sentences: "Vote for not more than 1;" or "Vote for up to X;" "X will be elected." If you vote for more than the stated number of candidates, your vote for that office will not be counted.
2. To Vote by Write-in: To vote for a person whose name is not printed on the ballot, write in the name of the person in the "write-in" space and completely fill in the oval to the right of the "write-in" space like this.

Table with 3 columns: FOR SELECTMEN, FOR SUPERVISOR OF THE CHECKLIST, FOR TRUSTEES OF THE LIBRARY. Rows include candidates like Nancy Belanger, Daniel Chartrand, Andrea Kohler, David Short, Jamie Sirosis, etc., with handwritten vote counts and checkboxes.

ARTICLES

Article 2 - Zoning Amendment #1: Shall the town vote to adopt Amendment #1 as proposed by the Planning Board for the Exeter Zoning Ordinance to amend Article 2 Definitions by deleting 2.2.3 Accessory Dwelling Unit and replacing it with the newly-enacted statutory definition that expands the definition of Accessory Dwelling Units by adding specific definitions for Attached Units and Detached Units as required by recent statutory changes? Recommended by the Planning Board: 7-0

1894 YES
353 NO

Article 3 - Zoning Amendment #2: Shall the town vote to adopt Amendment #2 as proposed by the Planning Board for the Exeter Zoning Ordinance to amend Article 5, Section 5.6.6 by reducing the number of required residential parking spaces from two (2) to one (1) as required by recent statutory changes? Recommended by the Planning Board: 7-0

1431 YES
819 NO

Article 4 - Zoning Amendment #3: Shall the town vote to adopt Amendment #3 as proposed by the Planning Board for the Exeter Zoning Ordinance to amend Section 9.3.4.I. of Shoreland Protection Ordinance by adding the following new permitted use: 1.7 Projects that re-vegetate or re-vitalize in some way an already disturbed buffer zone, as reviewed and approved by the Planning and Building Department? Recommended by the Planning Board: 7-0

1911 YES
330 NO

Article 5 - Zoning Amendment #4: Shall the town vote to adopt Amendment #4 as proposed by the Planning Board for the Exeter Zoning Ordinance to amend Article 4 - District Regulations, 4.2 Schedule 1: Permitted Uses, by changing animal boarding/kennels from a permitted use in District C-2, C-3, and CT-1 to a use allowed by Special Exception? Recommended by the Planning Board: 7-0

1669 YES
529 NO

TURN BALLOT OVER AND CONTINUE VOTING

ARTICLES CONTINUED

Article 6

Shall the town 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.) Recommended by the Select Board 5-0.

961 YES   
635 NO

Article 7

Shall the town 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.) Recommended by the Select Board 5-0

1665 YES   
560 NO

Article 8

Shall the town 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.) Recommended by the Select Board 5-0.

798  
1329 YES   
895 NO

Article 9

To choose all other necessary Town Officers, Auditors or Committees for the ensuing year. **BUDGET RECOMMENDATIONS COMMITTEE:** Elizabeth Canada, Jay Childs, Donald Cloutier, Andrew Elliott, Enna Grazier, Francine Hall, Amanda Kelly, Robert Kelly, David Kovar, Dr. Judy Rowan, Christine Soutter, Christopher Zigmont. **Fence Viewer,** Doug Eastman; **Measurer of Wood & Bark,** Doug Eastman, **Weigher,** Jay Perkins.

831 YES   
250 NO

Article 10

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.) Recommended by the Select Board 5-0.

1360 YES   
858 NO

GO TO NEXT BALLOT AND CONTINUE VOTING



**OFFICIAL BALLOT  
ANNUAL TOWN ELECTION  
EXETER, NEW HAMPSHIRE  
MARCH 10, 2026**

*Andrea J. Kohler*  
TOWN CLERK

**ARTICLES CONTINUED**

**Article 11**

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.) Recommended by the Select Board 5-0.

1551 YES   
703 NO

**Article 12**

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.) Recommended by the Select Board 5-0.

1535 YES   
717 NO

**Article 13**

Shall the town 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.) Recommended by the Select Board 5-0.

1740 YES   
531 NO

**Article 14**

Shall the town 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.) Recommended by the Select Board 5-0.

1688 YES   
590 NO

**Article 15**

Shall the town 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.) Recommended by the Select Board 5-0.

1641 YES   
625 NO

**Article 16**

Shall the town 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.) Recommended by the Select Board 5-0.

1830 YES   
442 NO

**TURN BALLOT OVER AND CONTINUE VOTING**

ARTICLES CONTINUED

Article 17

Shall the town 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.) Recommended by the Select Board 5-0.

1666 YES   
502 NO

Article 18

Shall the town 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.) Recommended by the Select Board 5-0.

1777 YES   
411 NO

Article 19

Shall the town 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.) Recommended by the Select Board 5-0.

1542 YES   
694 NO

Article 20

Shall the town 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, \$.76/\$100,000 assessed property value) (Majority vote required.) Recommended by the Select Board 5-0.

1351 YES   
837 NO

Article 21

Shall the town 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.) Recommended by the Select Board 5-0.

1719 YES   
450 NO

Article 22

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) Recommended by the Select Board 5-0.

1849 YES   
319 NO

Article 23

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.) Recommended by the Select Board 5-0.

1839 YES   
355 NO

GO TO NEXT BALLOT AND CONTINUE VOTING



OFFICIAL BALLOT  
ANNUAL TOWN ELECTION  
EXETER, NEW HAMPSHIRE  
MARCH 10, 2026

*Andrea J. Kohler*  
TOWN CLERK

ARTICLES CONTINUED

Article 24

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.) Recommended by the Select Board 5-0.

1872 YES   
400 NO

Article 25

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.) Recommended by the Select Board 5-0.

1900 YES   
355 NO

Article 26

Shall the town 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.) Recommended by the Select Board 5-0.

1946 YES   
278 NO

Article 27

Shall the town affirm its support for tax credits for veterans (Majority Vote Required) Recommended by the Select Board 0-0-5.

1546 YES   
607 NO

Article 28

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, Executive Council, and all members of the General Court within sixty (60) days of this vote. (Majority Vote Required)

1770 YES   
493 NO

YOU HAVE NOW COMPLETED VOTING THIS BALLOT

## **Pairpoint Park Resident Proposal**



# TOWN OF EXETER, NEW HAMPSHIRE

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

[www.exeternh.gov](http://www.exeternh.gov)

## MEMORANDUM

TO: Exeter Select Board  
FROM: Melissa Roy, Interim Town Manager  
DATE: January 2, 2026  
RE: Resident Request regarding Pair Point Park

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Resident Keith Whitehouse has requested to appear before the Select Board to discuss a proposal intended to make the Pair Point Park property safely usable by the public on an interim basis while the committee continues fundraising for its long-term park development plan.

Mr. Whitehouse is a professional landscaper and the former owner of YETI Landscaping. He has developed a generalized project plan outlining potential site improvements and has consulted extensively with John Bell of Bell & Flynn, a local paving and site work contractor, regarding feasibility, methodology, and sequencing of the proposed work.

### Proposed Project Plans

- Install a silt sock and place it at the bottom of the hill to avoid runoff into the river.
- Permit three parking spots to be coned off the night before. (2 spots for the trucks and one for the wheeled backhoe that will scoop the material from the truck and over the fence and into the hole.)
- Remove nice granite pieces from the hole, perhaps use them for temporary benches.
- Remove loose chunks of tar from the Chocolatier side of the hole and take them to the transfer station for eventual recycling.
- Use the unscreened sand at the transfer station (approximately 8 trucks worth).
  - Confirmed with Steve Cronin at DPW, and he said it would be fine.
  - Confirmed with Kristen Murphy regarding any concerns she had. She said she's good as long as we install the silt sock.
- Both Steve and John said a police detail would not be needed, just some people in orange vests stopping foot traffic on the sidewalk as needed. Have secured some volunteers for that.
- A tractor will be placed inside the property to spread the material, and a person will plate compact the material every foot or so of depth.
- A person handling the hand work, i.e., raking and shoveling the edges.
- Confirmed with Elliott regarding his side of the property, and he is OK with the project.
- Plan to check in with the Chocolatier owner this week to understand any concerns they may have.
- Pile the loam needed to make the area grass/wildflowers as soon as the weather breaks in March/April.

**Exeter Select Board Memo 1/2/2026 Page 2**  
**Re: Resident Request regarding Pair Point Park**

- This will avoid having to deploy the trucks and backhoe again in the Spring.
- A path down to the river will be mowed for easy public access, as well as making it a pollinator garden with the wildflowers, which we feel will look pretty cool.
- After the grass/ wildflowers come in and are well established, we move the fence down to the river.
- Confirmed with Amanda Kelly, resident, about making sure we had a temporary ADA-compliant access spot, since Amanda and both landscapers that should be fairly easy.
- I'll also check in with police and fire this week to see if there are any concerns there.
  - Stopped by Police Station this week but Chief is on vacation. Will contact him upon his return.
- John Bell's professional opinion is that this proposed project can all be completed in one day, so there will be minimal disruption. We expect one truck getting the material at the transfer station and one being unloaded at the site and going back and forth.
- The timing will need to be flexible so as not to fill in over snow, don't want to make a snow sandwich.

## **Tax Abatements, Veteran's Credits & Exemptions**

## List for Select Board meeting March 16, 2026

<b>Abatement</b>			
<b>Map/Lot/Unit</b>	<b>Location</b>	<b>Amount</b>	<b>Tax Year</b>
64-105-49	49 Hayes MH Pk	\$4,444.00	2025
110-2-4	404 Winding River CG	\$298.02	2024

## **Permits & Approvals**

## **Household Hazardous Waste Grant Acceptance**



## EXETER PUBLIC WORKS DEPARTMENT

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

[www.exeternh.gov/publicworks](http://www.exeternh.gov/publicworks) • [publicworks@exeternh.gov](mailto:publicworks@exeternh.gov)

TO: Select Board

FROM: Stephen Cronin, Public Works Director

CC: Melissa Roy, Interim Town Manager

DATE: March 13, 2026

RE: Grant Agreement – Hazardous Household Waste Collection

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### SUGGESTED MOTION:

**Motion to accept a grant from New Hampshire Department of Environmental Services for Hazardous Household Waste Collection in the amount of \$7,940.00, and to further authorize the Interim Town Manager to sign the associated grant agreement documents.**

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

In 2025, a total of 357 households participated in the HHW Collection event, with a total of 16,092 pounds of waste collected. Exeter's HHW Collection event provides a tremendous asset to the region, preventing waste from ending up in the municipal waste stream or disposed of directly into the environment. A copy of the grant agreement and a historical summary of the event have been attached for reference.



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



February 27, 2026

EMAIL ONLY [dwalker@theprc.org](mailto:dwalker@theprc.org)

Town of Exeter  
Attn: David Walker  
10 Front Street  
Exeter, NH 03833

Re: Household Hazardous Waste (HHW) Collection Event Award Notification

Dear Mr. Walker:

On behalf of New Hampshire Department of Environmental Services (NHDES), we would like to express our sincere appreciation for your commitment to hosting Household Hazardous Waste (HHW) collection events in your community for fiscal year 2027. These efforts play a critical role in protecting public health, safeguarding the environment and supporting the well-being of New Hampshire residents.

Your dedication ensures that households can properly dispose of hazardous materials, preventing pollution and keeping our water, soil and air clean. These events truly make a difference, and we recognize the time, coordination and resources required to make them successful.

We are pleased to share that your **HHW grant award is \$7,940**. This year we received a large number of applications for a limited pool of funding, which makes your efforts especially important. Thank you for your leadership and commitment to providing this valuable service.

The [Household Hazardous Waste Collection Grant Program](#) webpage provides information to guide you through the next steps. Please pay careful attention to deadlines. Since the HHW administrative rules changed, effective August 2025, there is less room for late submissions. If you have any questions, please reach out to the HHW Coordinator at [603-271-2047](tel:603-271-2047).

Thank you again for your partnership and for helping keep New Hampshire's communities cleaner, safer and more sustainable.

Sincerely,

Todd Piskovitz, P.G., Administrator  
Hazardous Waste Management Bureau  
Waste Management Division

**GRANT AGREEMENT**

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

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03301	
<b>1.3. Grantee Name</b> Town of Exeter		<b>1.4. Grantee Address</b> 10 Front Street, Exeter, NH 03833	
<b>1.5. Grantee Phone #</b> 603-658-0514	<b>1.6. Account Number</b> 03-44-44-444010-5392- 073-500580	<b>1.7. Completion Date</b> June 30, 2027	<b>1.8. Grant Limitation</b> \$7,940
<b>1.9. Grant Officer for State Agency</b> Ann Astarita		<b>1.10. State Agency Telephone Number</b> 603-271-2047	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13. State Agency Signature(s) Signor(s)</b>		<b>1.14. Name &amp; Title of State Agency</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By:		Assistant Attorney General, On: / /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
  - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
  - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
  - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

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

**EXHIBIT A**

**Special Terms and Conditions**

1. The State reserves the right to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement in fact were not fulfilled.
2. Replace language in Paragraph 8.2 of the General Provisions with the following:  
"The Grantee shall not hire, and it shall not permit any Contractor, Subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed."
3. Paragraph 15 the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.

## **EXHIBIT B**

### **Scope of Services**

1. The Grantee shall conduct the collection portion of its Project for **East Kingston, Epping, Exeter, Newfields, Seabrook, South Hampton, and Stratham** in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (Contractor). For purposes of this agreement, the Contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the Contractor hires for completion of the Project.
2. The Grantee shall spend grant monies solely for the purpose of paying the Contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Hw 1003.07. In no case shall the Department pay more than fifty percent (50%) of the total cost of the Project.
3. The Grantee shall enter into a contract with a Contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
  - a. That the Contractor shall handle all household hazardous wastes collected at the project site as hazardous or universal wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Hw 100 et seq. involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 et seq., and those of the state(s) through which and to which the waste has been sent;
  - b. That the Contractor and Grantee both have responsibility for compliance with hazardous waste rules. The Contractor collects hazardous wastes at the project site and must sign the Project's manifest forms as such generator;
  - c. That the Contractor or its subcontractors must have all necessary registrations and comply with Env-Hw 609 to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
  - d. That the Contractor may not assign or subcontract any of the duties to be performed under the contract without a written acknowledgement that the Subcontractor will also comply with hazardous waste rules;
  - e. That the Contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Hw 603.07. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
  - f. That the Contractor shall adhere to a written work plan and a site safety plan, and such plans shall be available for review by the Department upon request; and
  - g. That the Department may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses an imminent threat to human health or the environment.

4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Hw 1003.09(b)(3). Said activities shall include those set forth in the Grantee's Household Hazardous Waste Grant Application, as approved by the Department.
5. The Grantee shall keep a count of persons participating in the Project. If the Grantee conducts a questionnaire of said persons participating in the project, the survey shall use the questions set forth on the Participant Exit Survey.
6. The Grantee shall conduct the collection portion of its project between the date the contract is approved by Governor and Council and the completion date shown in Section 1.7 of the Grant Agreement. Failure to do so may result in non-payment of all or a portion of the grant award and/or termination of this agreement.
7. The Grantee shall allow the Department to have access to all records associated with the Project, and to conduct any monitoring of the Project deemed necessary by the Department to ensure compliance with the terms of the grant and with state and federal statutes and regulations.

## EXHIBIT C

### Price and Payments

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the Contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this agreement and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes and determined the project is in compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 et seq., and those of the state/s through which and to which the waste has been sent. The payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim, cause of action, or prosecution related to the performance of this agreement.
2. Upon fulfillment of the terms and conditions of this agreement, including all conditions of a successful completion of the Project, the Department shall pay to the Grantee the amount not to exceed **\$7,940**. This amount is based on a rate of **\$0.17420 per capita** and on a population base of **45,577**. All invoices and other required documents by Env-HW 1003.10(a) must be submitted no more than 90 days past the completion of the last HHW collection project. Invoices submitted more than 90 days after the completion date will not be accepted or paid. Payment shall be made to the Grantee within 90 days of the Department's determination that the Project has been successfully completed in accordance with this agreement.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Non-reimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Hw 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's disbursement of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with required records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. In addition to the required documents listed in Paragraph 6 above, the Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted either electronically or via hard copy to the attention of the Household Hazardous Waste Coordinator at [hhw@des.nh.gov](mailto:hhw@des.nh.gov) or NH Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095.

**Introduction**

This report highlights overall participation in the October 4, 2025 Household Hazardous Waste Collection. This collection was funded by municipal assessments, participant user fees, and a grant received by the Town of Exeter from the NH Dept. of Environmental Services.

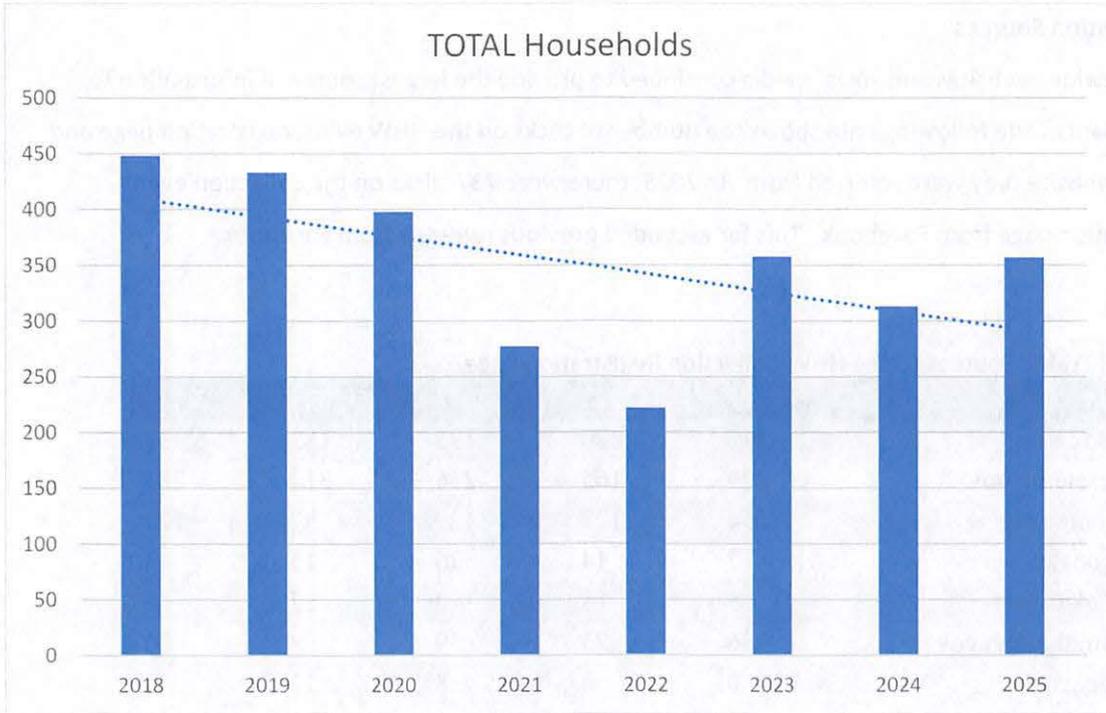
**2025 Collection Overview**

The October 4, 2025 HHW collection event was held at the Exeter Public Works Garage from 8:00AM-12:00PM. Residents from East Kingston, Epping, Exeter, Newfields, Seabrook, South Hampton, and Stratham could participate in the event.

**2025 Total Participation**

In 2025, a total of 357 households participated in the HHW collection region-wide. This exceeds participation from 2021, 2022, and 2024 and is just one household less than 2023.

	2018	2019	2020	2021	2022	2023	2024	2025
<b>East Kingston</b>	34	14	28	8	8	22	22	25
<b>Epping</b>	42	51	20	32	15	32	34	57
<b>Exeter</b>	167	181	151	78	99	122	135	118
<b>Newfields</b>	45	18	32	24	18	25	13	36
<b>Seabrook</b>	20	12	16	18	15	21	19	25
<b>South Hampton</b>	14	4	12	9	10	14	9	7
<b>Stratham</b>	126	153	139	108	57	122	81	89
<b>TOTAL Households</b>	<b>448</b>	<b>433</b>	<b>398</b>	<b>277</b>	<b>222</b>	<b>358</b>	<b>313</b>	<b>357</b>



The table below shows the number of households that participated in the collection event from each municipality and the corresponding percentage of the total participants. For comparison, it also highlights the population of each municipality and its percentage of the total population. Most municipalities saw participation rates that were consistent with their populations.

Municipality	Households Participating	% of Participation	Population*	% of Region-wide Population
East Kingston	25	7%	2,457	5%
Epping	57	16%	7,936	17%
Exeter	118	33%	16,247	36%
Newfields	36	10%	1,778	4%
Seabrook	25	7%	8,433	19%
South Hampton	7	2%	901	2%
Stratham	89	25%	7,825	17%
Region-wide	357		45,577	

\*NH Office of Planning and Development 2024 Population Estimates

**Information Sources**

Region-wide, websites and social media continued to provide the largest source of information to participants. The following data shows the number of clicks on the HHW event registration page and which website they were referred from. In 2025, there were 737 clicks on the collection event registration page from Facebook. This far exceeded previous referrals from Facebook.

Referral Traffic Sources to the HHW Collection Registration Page

Domain	2021	2022	2023	2024	2025
facebook.com	312	20	195	183	737
www.exetermh.gov	229	165	236	310	281
www.therpc.org	54	127	129	97	122
www.google.com	7	14	26	13	44
seabrooknh.info	5	18	0	27	6
www.strathamnh.gov	36	23	59	8	0
www.bing.com	0	0	8	12	0
www.newfieldsnh.gov	0	0	12	0	0
<b>TOTAL</b>	<b>643</b>	<b>367</b>	<b>665</b>	<b>650</b>	<b>1190</b>

Despite the growing role of websites and social media, municipal staff still play an important role in educating residents about the HHW collection. In 2025, 28% of residents reported learning about the collection from their Town Hall or transfer station.

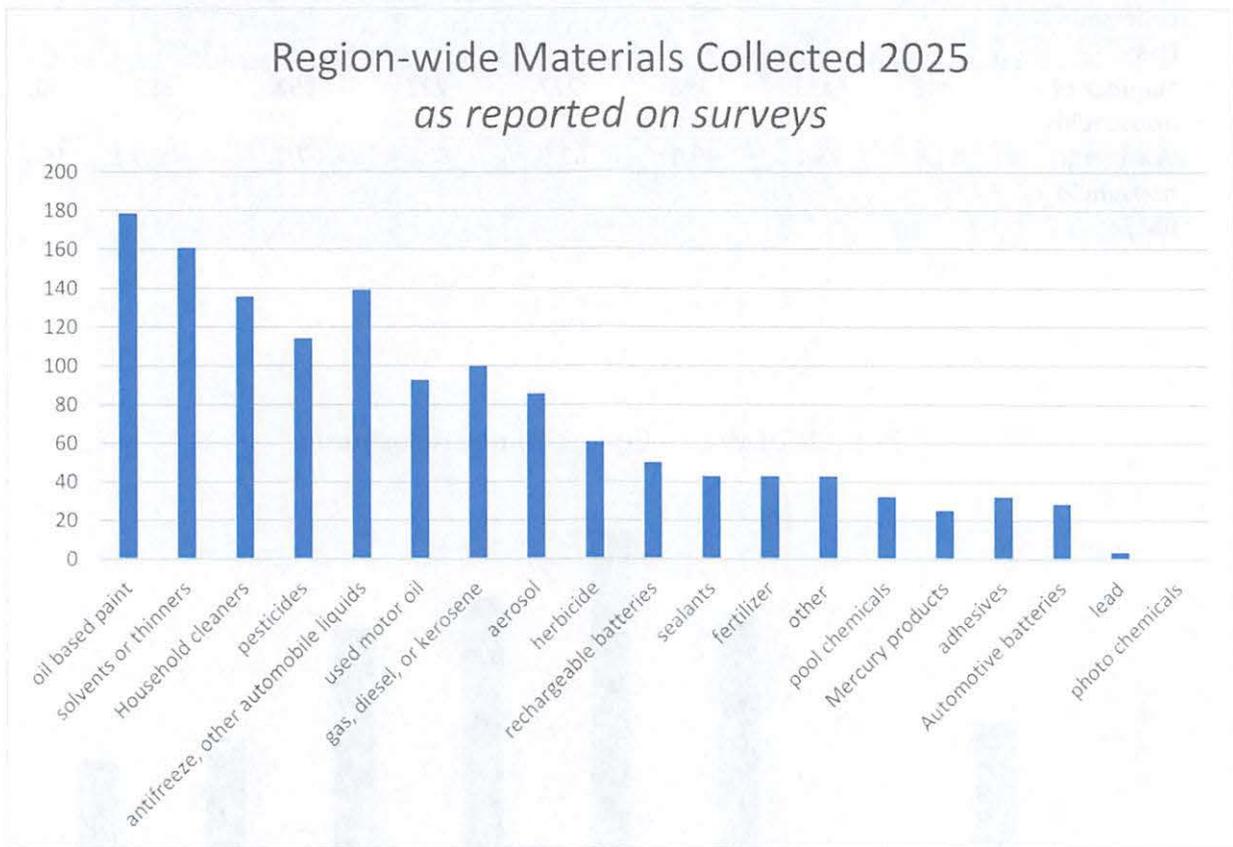
**Materials Collected**

The October 4, 2025 HHW collection manifested a total of 16,092 pounds of waste. Of this, 14,094 pounds were hazardous; 1,998 pounds were non-hazardous; and 0 pounds were universal waste. Pounds of waste collected per household was the lowest it has been since 2019.

	2018	2019	2020	2021	2022	2023	2024	2025
<b>Total waste collected (lbs)</b>	23,039	10,860	27,496	23,242	16,122	24,047	15,317	16,092
<b>Number of households</b>	448	433	398	277	222	358	313	357
<b>Waste per household (lbs)</b>	51.4	25.1	69.1	83.9	72.6	67.2	48.9	45.1



The composition of waste collected through the October 4, 2025 HHW event, as reported on participant surveys, is shown below. The top 5 types of items collected in 2025 were the same as in 2024, 2023, 2022, and 2021. Oil-based paint was the most common item received, with 50% of participants bringing paint to the 2025 collection event. Solvents and thinners were the next most common item collected (45%), followed by antifreeze and other automotive liquids (39%), household cleaners (38%), and pesticides (32%).



## **Donation Acceptance Approval**



## TOWN OF EXETER, NEW HAMPSHIRE

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

[www.exeternh.gov](http://www.exeternh.gov)

**TO:** EXETER SELECTBOARD & MELISSA ROY, INTERIM TOWN MANAGER  
**FROM:** COREY STEVENS, FINANCE DIRECTOR  
**SUBJECT:** PAIRPOINT PARK DONATION ACCEPTANCE  
**DATE:** MARCH 16, 2026

---

In your packet this evening is a roster of donations that were collected during the month of February related to the Pairpoint Park project. In addition, I've included a Donation Acceptance Form in the amount of \$15,511.00 for Board signature if the donations are approved. Please consider accepting these donations toward the park project.

*Move that the Selectboard accepts the donations received during the month of February 2026 totaling \$15,511.00 for the design and construction of Pairpoint Park and direct the funds to be held by the trustees of trust funds in the Pairpoint Park Fund. Disbursement of the funds shall be made by authorization of the Town Manager for the purpose of designing and/or constructing Pairpoint Park.*

*Corey*



# TOWN OF EXETER, NEW HAMPSHIRE

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[www.exeternh.gov](http://www.exeternh.gov)

## DONATION ACCEPTANCE FORM

Name of Donor: \_\_\_\_\_ Multiple - See Attached List \_\_\_\_\_

Contact Information (address, phone, email): \_\_Detail Available Upon Request \_\_\_\_\_  
\_\_\_\_\_

Description of Donation: \_\_\_\_\_ \$15,511.00 \_\_\_\_\_  
\_\_\_\_\_

Conditions of Acceptance or Donor Designation: \_\_\_\_ For the Design & Construction of Pairpoint Park \_\_\_\_\_  
\_\_\_\_\_

Intended Use: \_\_\_\_ For the Design & Construction of Pairpoint Park \_\_\_\_\_  
\_\_\_\_\_

Donor Estimate of Current Value (non-cash): \_\_\_\_\_  
\_\_\_\_\_

### TOWN USE ONLY

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

\_\_\_\_\_  
\_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Selectboard:                      **ACCEPTED / DENIED**                      Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PairPoint Park  
Design & Construction Donations  
February, 2026**

<b>Last Name</b>	<b>First Name</b>	<b>Amount Paid</b>
Cloutier	Don	\$100.00
Briselden	Don	\$200.00
Guy	Darren	\$100.00
Winter	Bill	\$100.00
Prior	Karen	\$500.00
Mitchell	Rebecca	\$50.00
Trickey	Eileen	\$200.00
Long	Geoffrey	\$1,111.00
Svahn	Peter	\$50.00
Ferrell III	Henry	\$5,000.00
James	Jeremy	\$100.00
OByrne	Deidre	\$500.00
Anonymous		\$2,500.00
Anonymous		<u>\$5,000.00</u>
<b>Total:</b>		<b>\$15,511.00</b>



## TOWN OF EXETER, NEW HAMPSHIRE

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

[www.exeternh.gov](http://www.exeternh.gov)

**TO:** MELISSA ROY, INTERIM TOWN MANAGER  
**FROM:** COREY STEVENS, FINANCE DIRECTOR  
**SUBJECT:** DONATION TOWARD NATIONAL NIGHT OUT  
**DATE:** MARCH 16, 2026

---

Please find attached a donation letter from Pairpoint Group, LLC for their donation of \$2,500 toward National Night Out. In addition, I've included a Donation Acceptance Form for the Selectboard to execute, upon their acceptance of the donation.

*Corey*



# TOWN OF EXETER, NEW HAMPSHIRE

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

[www.exeternh.gov](http://www.exeternh.gov)

## DONATION ACCEPTANCE FORM

Name of Donor: Pairpoint Group, LLC

Contact Information (address, phone, email): See Attached

Description of Donation: \$2,500 cash donation

Conditions of Acceptance or Donor Designation: To be used for National Night Out

Intended Use: \_\_\_\_\_

Donor Estimate of Current Value (non-cash): \_\_\_\_\_

---

### TOWN USE ONLY

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

Remarks: \_\_\_\_\_

Selectboard:                      **ACCEPTED / DENIED**                      Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

cc: *Town Manager, Finance Department*

# PAIRPOINT GROUP, LLC

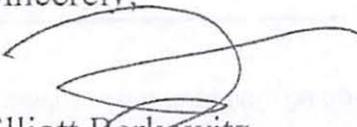
P.O. Box 70  
111 Water Street  
Exeter, NH 03833  
tel: 603-772-9777  
fax: 603-658-0222

February 24, 2026

Town of Exeter  
10 Front Street  
Exeter, NH 03833

This donation to the Town can only be used for the National Night  
Out.

Sincerely,

  
Elliott Berkowitz  
Manager

\$2,500

## **Town Manager Report**

## **Select Board Committee Reports**

## **Correspondence**

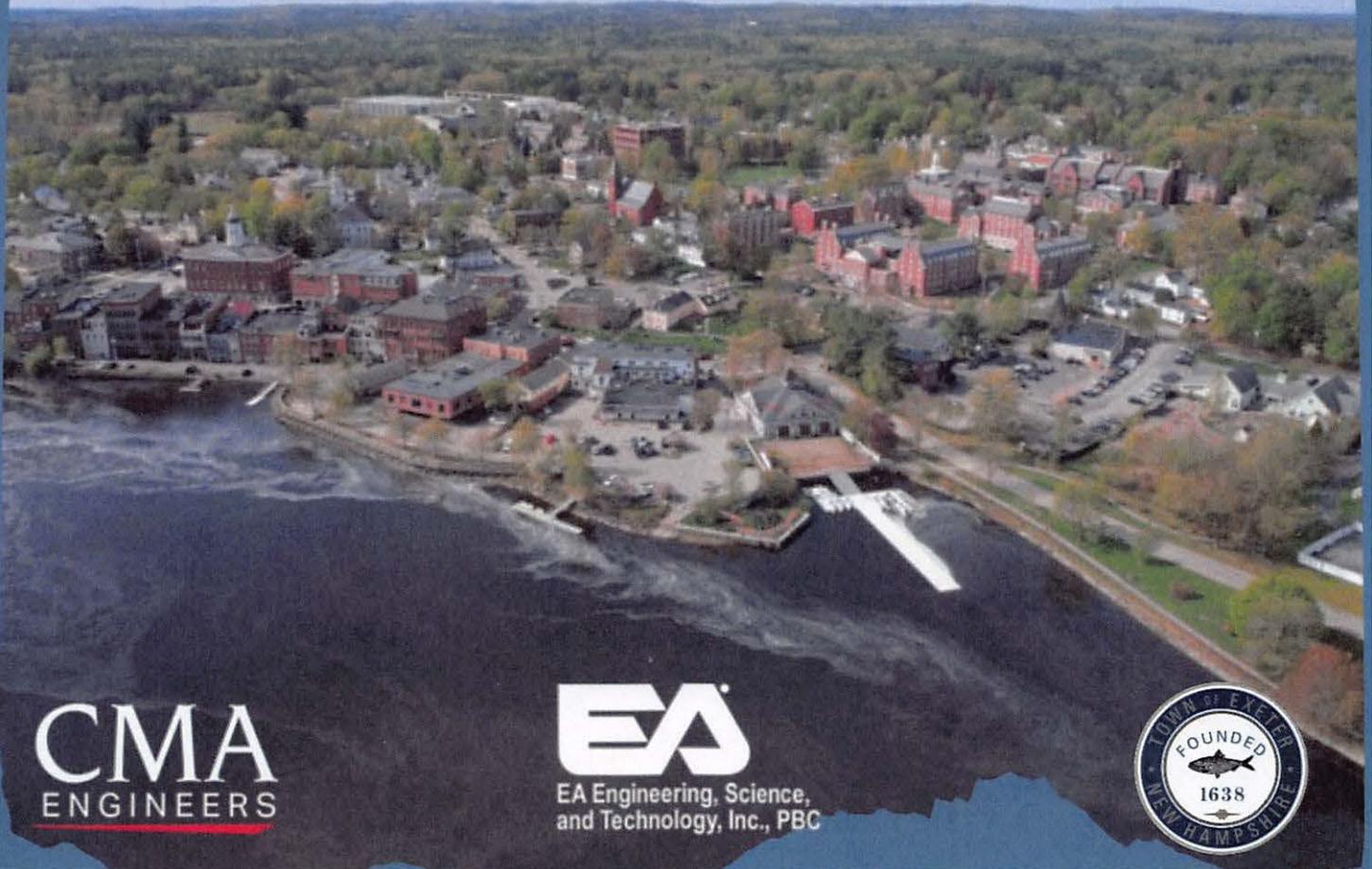
# ENHANCING CLIMATE RESILIENCE IN SWASEY PARKWAY

## ALTERNATIVE DESIGNS INPUT SESSION

Join  
the  
Conversation

MARCH 23 6-8PM  
SEACOAST SCHOOL OF TECH  
40 LINDEN ST

FOR MORE INFO: ???  
[WWW.BIT.LY/RESILIENTSWASEY](http://WWW.BIT.LY/RESILIENTSWASEY)



CMA  
ENGINEERS

EA  
EA Engineering, Science,  
and Technology, Inc., PBC





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## Bulletin #10: Time to burn up the phone lines!

1 message

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NHMA Government Affairs <governmentaffairs@nhmunicipal.org>

Fri, Mar 6, 2026 at 2:33 PM

To: Pam McElroy <pmcelroy@exeternh.gov>

### New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

# LEGISLATIVE BULLETIN

Legislative Bulletin 10

2026 Session

March 6, 2026



[Live Bill Tracker](#)  
[Bill Hearings Schedule](#)

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### In this issue:

- House to Vote on Anti-NHMA Bills
- Bills Target SB 2 Towns
- Support Day Care Minority Amendment
- HB 1704: Costly “Solution,” Non-existent Problem
- HB 1788: More Legal Exposure for Municipalities
- HB 1064 Will Increase Municipal Costs
- On the Bright Side ...
- Oppose Overly Broad Conflict of Interest Bill
- Risk Pool Update: Still Worlds Apart
- Mixed Results on Housing Bills
- House and Senate Roundup
- Legislative Policy Proposals Welcome
- How to Make Your Voice Heard
- Follow Bills That Matter to You Online

**Editor’s Note:** Every year, New Hampshire residents gather for town meetings and elections to vote on budgets, elect officials, and decide what kind of community they want to live in. As we head into

town meeting season, NHMA has prepared a [handout](#) highlighting the important role local governments play in the daily lives of their residents.

## House to Vote on Anti-NHMA Bills

[HB 1359](#) and [HB 1360](#)—a pair of bills taking aim at NHMA’s ability to advocate and at member municipalities’ ability to govern the organization—are will be acted on by the House when it meets on **Wednesday, March 11**, and **Thursday, March 12**.

Both bills are recommended as **inexpedient to legislate** (ITL) on identical 9-1 votes; however, despite the overwhelming vote, both bills are on the House *regular* calendar, meaning **they will be voted on separately, and floor amendments could be introduced**. In fact, a committee member referenced a potential amendment to **HB 1360** at the executive session last week.

This is why **we need everyone who cares about local government** having a collective voice at the State House to **reach out to their [local House members](#)** to impress upon them the value NHMA provides and to **ask them to support the ITL motion and oppose any last-minute amendments or moves to table the either bill**.

See the [January 23 Bulletin](#) for more on these bills.

## Bills Target SB 2 Towns

Two more bills **opposed** by NHMA are also on the next week’s House calendar:

[HB 1224](#) makes major changes to default budget calculations in SB 2 (official ballot law) towns, making financial management more restrictive and complicated:

- **Hiring Restrictions:** Non-public safety positions left vacant for over a year must be removed from the default budget, even if municipalities are actively recruiting. This could prevent towns from filling essential roles and worsen staffing shortages.
- **Salary & Benefit Limits:** The bill forbids default budgets from including salary or benefit increases made after the previous budget was adopted. This limits the ability of select boards to manage staff compensation effectively.
- **Budget Transfer Complications:** The bill requires default budgets to exclude funds transferred for one-time expenditures, even though such transfers are necessary for town operations. This contradicts existing laws and increases administrative confusion.

Overall, **HB 1224** would make budgeting more rigid, complicating hiring, salary adjustments, and financial flexibility needed for routine governance.

[HB 1418](#) would **void votes on warrant articles on an SB 2 town’s operating budget or any other appropriation** unless at least 15 percent of the registered voters of the town cast a “Yes” vote on the question and a majority of those voting vote “Yes.” This means low turnout due to bad weather or non-controversial warrant articles/uncontested elections would disenfranchise those who chose to participate in the democratic process.

**Contact your [local House members](#) to oppose these bills.** One additional concern NHMA has is that representatives from places that aren’t under the official ballot law will not understand the impact of these bills, so remind your representatives to educate their colleagues next week on why these bills needs to be defeated.

## Support Day Care Minority Amendment

**HB 1195**, which greatly expands the existing zoning mandate requiring home-based day care be permitted as an accessory use, is going to the House next week as ought-to-pass as amended (OTP-A). Unfortunately, the majority amendment adopted does not address many of the core issues with the bill, including the provisions that tie zoning ordinances related to in-home child care centers to state rulemaking.

NHMA **opposes** this bill as introduced and as amended because of costs and its impact on local decision-making. However, the committee minority amendment is a far more palatable alternative.

Please begin contacting your **local House members** and ask them to **oppose the OTP-A motion and support the minority amendment**. Also tell them zoning mandates are unlikely to alleviate the real barriers for expanding child care—labor availability and wage and overhead costs.

## **HB 1704: Costly 'Solution,' Non-existent Problem**

**HB 1704** would give large swaths of public employees the ability to negotiate wages, hours, or other employment terms directly with their employer, which would **dismantle established labor relations, create administrative burdens and decrease efficiency, and raise significant legal and constitutional concerns** that will lead to expensive lawsuits—all of which, ultimately, increase costs for taxpayers.

The bill will be voted on by the House next **Wednesday** or **Thursday**. Please **contact your local House members** and **oppose HB 1704**.

See the **February 20 Bulletin** for more reasons to oppose this bill.

## **HB 1788: More Legal Exposure for Municipalities**

**HB 1788**, as amended, will void contracts that contain DEI language and open municipalities up to potential lawsuits from citizens anywhere in the state. The bill will be voted on by the House next **Wednesday** or **Thursday**; NHMA **opposes** the bill over the cost issues.

**HB 1788** prohibits the state and political subdivisions from entering into or renewing any contract that includes diversity, equity and inclusion (DEI)-related provisions, including requirements for contractors to implement DEI programs, conduct DEI training, or comply with DEI-related reporting obligations and require contracts to be void if they contain such language. Setting aside for a moment that the language tucked into the state budget last year is on hold pending the outcome of a lawsuit filed in federal court, **HB 1788** also empowers any “citizen” to bring a cause of action against any public entity, state agency, or political subdivision if they believe the law has been violated. In other words, some keyboard warrior in Amherst could sue the town of Madison over perceived DEI-ish language in an off-the-shelf training module or a document destruction contract—and then sue a dozen more towns that use the same module or contract.

Reach out to your **local House members** to **oppose this bill** because it will increase legal costs related to nuisance lawsuits allowed under this bill.

## **HB 1064 Will Increase Municipal Costs**

**HB 1064**, a bill **opposed** by NHMA that expands municipal liability, increases damage caps, and mandates indemnification of employees, is on the House consent calendar on **Wednesday, March 11**.

As you have read above, there are **multiple problematic bills** up for a vote next week, but please **contact your local House members** and ask them to **remove HB 1064 from the consent calendar and oppose it** because it will lead to fiscal instability and higher taxes.

While intended to expand liability and improve compensation for injured parties, **HB 1064** goes too far and creates serious financial risks for municipalities. Significantly raising liability caps will increase insurance and risk pool costs, which will lead to a combination of property tax increases and reductions in municipal services.

Additionally, **HB 1064** will limit a municipality's ability to claim immunity as a defense in negligence claims, meaning municipalities will have greater financial exposure. Small communities will be disproportionately impacted, as a single large claim could force cuts to public safety, roads, or education. Further, mandatory indemnification removes important local discretion and weakens accountability.

## On the Bright Side ...

There a sliver of potential good news next week:

**RTK bill up for vote in Senate:** **SB 626**, on the **Thursday, March 12**, Senate regular calendar as ought to pass as **amended** (OTP-A), defines citizen for the purposes of right-to-know requests. Adding the definition of "citizen" to RSA 91-A aligns with the New Hampshire Constitution, eliminates ambiguity, and allows public entities to filter access to governmental records in a way that continues to ensure New Hampshire citizens have full access to public records. It also would prevent bad-faith actors with no ties to the state from overwhelming public entities with burdensome or irrelevant requests unconnected to government accountability, such as marketing lead-generation services, which can eat up municipal staff time and resources, potentially leading to higher property taxes. NHMA **supports** this bill and encourages members to **ask your local senator to vote for SB 626**.

**Sludge application moratorium:** The five-year moratorium on the land application of sludge and biosolids for agricultural use was amended out of **HB 1275** this week. This bill, up for a vote in the House next week, creates a fund for farmers who have experienced losses or incurred costs due to the presence of per- and polyfluoroalkyl substances (PFAS) in soil, water, or agricultural products. NHMA opposed the moratorium, which would deprive municipal wastewater utilities of a major pathway of biosolid management and lead to higher costs and operational challenges.

## Oppose Overly Broad Conflict of Interest Bill

On **Tuesday, March 10, at 9:30 a.m. in State House (SH) Room 122-123**, the **Senate Election Law and Municipal Affairs Committee** will hold public hearings on **HB 488**, a bill dealing with potential municipal conflicts of interest that would ban elected officials and municipal employees from wearing "too many hats." Regardless of how well-intentioned the bill may be, it goes too far and has the potential to hamstring small-town government operations.

Many towns already struggle to recruit volunteers for governing boards, and additional eligibility restrictions worsen the problem, potentially preventing boards from reaching a quorum to address critical issues. The prohibitions in **HB 488** are overly broad, confusing, and not based on inherent conflicts. For example, barring selectmen from serving as assessors is unnecessary, as those duties often overlap. Additionally, restrictions on serving on land use or planning boards are ambiguous, such as what it means to provide "support for" a land use board, and would restrict many residents despite no inherent conflicts in most cases.

Please **testify or email the committee to oppose this SB 488**. For detailed instructions on ways to share your position on this and any other bills, see "How to Make Your Voice Heard" below.

## Risk Pool Update: Still Worlds Apart

Two of the three bills related to risk pools, [HB 1491](#) and [SB 605](#), were reported out of the committee this week.

Risk pools are created by cities, towns, counties, and school districts to reduce risks and associated insurance costs, shifting risk from an individual political subdivision to the pool.

**HB 1491** was recommended as ought to pass (OTP) and is on the House consent calendar on **Wednesday**. **HB 1491**, which NHMA **supports**, introduces assessable risk pools into the statutory scheme as an alternative to non-assessable risk pools. Allowing both models provides clarity to local governments, helping them decide which model, if any, best suits their needs. This distinction is consistent Association of Governmental Risk Pools (AGRIP) standards, which recognizes both models of risk pools. Assessable pools will remain under the authority of the Secretary of State, while non-assessable pools will shift oversight to the Department of Insurance (DOI).

**SB 605** was recommended as inexpedient to legislate (ITL) with the intention of tabling it to serve as a place holder for future risk pool amendments, if any. The bill is on **Thursday's** Senate calendar. The bill would have allowed risk pools to levy special assessments on political subdivisions if the pool's agreement, contractual provisions, or bylaws indicate the right to do so; in doing so, the bill clarifies that assessments are not required by statute. The bill included a 36-month payment window for any assessments. NHMA had no position on the payment period, but strongly supported the sections of the bill giving a risk pool the option whether or not to levy assessments.

The remaining bill, [SB 661](#), is still with the [Senate Finance Committee](#), which is considering possible amendments.

**HB 1491** and **SB 661** take fundamentally different approaches to further regulation of risk pools, reflecting the views of their respective chambers. Versions of both of these bills failed last year, and it remains unclear if there is any path forward. Although the Senate opposes moving the regulation of public employee risk pools to the Department of Insurance, it will be voting next week on [SB 614](#), a bill unanimously recommended OTP, that establishes pooled risk management programs for the benefit of child care centers and foster family homes—*under the Department of Insurance*.

NHMA supports the ability of members to establish and govern the pools and understands that clear regulations that protect the members and allow the pools to operate are necessary. With health insurance being a huge driver of municipal costs, regularly outpacing inflation, providing legislative clarity is crucial. It is important to keep in mind that the stability of healthcare risk pools is tied to the future stability of healthcare for thousands of public employees in our state.

## Mixed results on Housing Bills

The **House Housing Committee** held executive sessions Tuesday on several bills:

### Bills opposed by NHMA

**HB 1079:** Recommended ought to pass with amendment (OTP-A). NHMA supported the original bill, allowing accessory dwelling units to be built within or attached to certain nonconforming structures. In fact, NHMA requested **HB 1079** on behalf of our members and drafted the bill for the prime sponsor. Section 2 of the original bill addressed a very narrow technical issue our members were inquiring about. The bill now provides extraordinary protections to specific ADUs and expands the current ADU mandate. It applies subdivision-vesting exemptions to ADUs, which will be confusing and difficult to implement because these two sections of law address two very different types of development. **Contact your [local House members](#) to oppose the amended bill.**

**HB 1151:** Recommended for interim study. This bill restricts municipal downzoning inconsistent with existing neighborhood density.

**HB 1357:** Recommended for interim study. This bill allows placement of manufactured housing in all residential zones.

**HB 1681:** Recommended OTP-A. This bill enables municipalities to allow tiny houses and yurts as innovative housing structures. While the bill is not a mandate, it contains several technical issues the committee did not address, which is why NHMA advocated the bill be referred to interim study to address these issues.

### **Bills Supported by NHMA**

**HB 1540:** Recommended OTP-A. This bill regulates ADUs in protected shoreland districts. The amendment improves the bill, but it still requires more work.

**HB 1026:** Recommended inexpedient to legislate (ITL). The bill gives municipalities the option to prohibit accessory dwelling units associated with manufactured housing.

**HB 1103:** OTP-A. This bill enables municipalities to establish a housing opportunity zone through a vote of their legislative body. To qualify for tax relief, structures and properties must be located within this designated zone.

For more background on the success of state and local partnerships and the troubling drift to heavy-handed state preemption of local options, check out NHMA's [recently released whitepaper](#), "Room for Everyone," which traces the roots of the housing deficit back nearly two decades, outlining the economic, demographic, and market forces that fueled rising prices and constrained supply. The NHMA paper also advocates for renewed partnership between the state and municipalities, emphasizing that effective housing policy must include infrastructure investment, targeted incentives, and flexible, locally tailored tools.

## **House and Senate Roundup**

The House and Senate met on Thursday. Here are some bills NHMA was watching:

### **Senate**

**SB 527** (**passed** with [floor amendment](#)), allows written notices from state agencies to municipalities to be sent via electronic mail unless the town or city clerk notifies the state agency that it objects to emailed written notices. Each state agency using email for written notices must maintain an up-to-date list of email addresses for each town or city clerk and a list of those towns or cities that object to emailed notices. NHMA is neutral on this bill, which will advance to the House.

**SB 627** (**passed** with [floor amendment](#)), raises turnpike tolls for out-of-state drivers only, with the additional revenue to be used to support the state's 10-year highway plan. NHMA is neutral on this bill, which will advance to the House.

**SB 441**, which enables municipalities to request a hearing regarding the residency of an assisted person in cases where there is disagreement on which municipality has financial responsibility for local welfare, was special ordered to March 19. NHMA **opposes** the bill in favor of a forthcoming amendment to **HB 348** that includes more comprehensive language on this issue based on input from local welfare administrators.

### **House**

**HB 1134** (**passed** with [amendment](#)), is a technically flawed bill that mandates appropriations for warrant articles shall accumulate in the order in which articles are approved at an annual meeting or in the order in which articles appear on an official ballot for purposes of determining when a warrant

article will trigger an override vote of a local tax or budget cap. NHMA **opposes** this bill, which will advance to the Senate.

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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](#).

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## Follow Bills That Matter to You Online

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## **NHMA Events Calendar 2025 Final Legislative Bulletin**

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## Bulletin #11: Busy Week in the House

1 message

NHMA Government Affairs <governmentaffairs@nhmunicipal.org>

Fri, Mar 13, 2026 at 12:19 PM

To: Pam McElroy <pmcelroy@exeternh.gov>

### New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

# LEGISLATIVE BULLETIN

Legislative Bulletin 11

2026 Session

March 13, 2026



[Live Bill Tracker](#)  
[Bill Hearings Schedule](#)

**Editor's Note:** Many local officials completed their terms of office this week, and some will next week. Whatever the timing, we thank all of you for the time and energy you have devoted to public service, including your work on behalf of NHMA. For those who have never served in local government, it is difficult to appreciate how much work and time are involved, as well as how thankless the task can be. Meanwhile, we enthusiastically welcome all newly elected officials. We look forward to working with you all in the coming years.

### In this issue:

- House Acts on Multiple Municipal Bills
- Senate Roundup
- Upcoming Senate Hearings on Municipal Bills
- Risk Pool Update
- Legislative Policy Proposals Welcome
- How to Make Your Voice Heard
- Follow Bills That Matter to You Online

**[House Acts on Multiple Municipal Bills](#)**

The House met for more than 18 hours over **Wednesday** and **Thursday** to act on hundreds of bills, including dozens impacting municipal government. With such a huge volume of legislation, it's not surprising there were some good, some bad, and some ugly outcomes. Here is what happened on the key bills by topic, with the "good" news (for municipalities) listed first. All of the bills below that passed will advance to Senate.

### **Municipal Government**

**HB 1704** was **tabled**. The bill, **opposed** by NHMA, requires municipalities to negotiate with individual employees, dramatically increasing HR, legal, and administrative costs for taxpayers. The outcome was a big win for local governments, and **we thank everyone** who contacted their local House members to oppose this bill!

**HB 1788** was **passed** as amended. The bill, **opposed** by NHMA, prohibits the state and political subdivisions from entering into or renewing any contract that includes diversity, equity and inclusion (DEI)-related provisions, and require contracts to be void if they contain such language. The bill opens municipalities up to potential lawsuits from citizens anywhere in the state over alleged DEI provisions, which will increase legal costs related to nuisance lawsuits.

**HB 1064** was passed. The bill, **opposed** by NHMA, expands municipal liability, increases damage caps, and mandates indemnification of employees.

### **Elections/Town Meeting**

**HB 1418** was **tabled**. The bill, **opposed** by NHMA, would void votes on warrant articles in an official ballot referendum (SB 2) town's operating budget or any other appropriation unless at least 15 percent of the registered voters of the town cast a "Yes" vote on the question and a majority of those voting vote "Yes."

**HB 686** was **passed** as amended. The bill, **opposed** by NHMA, expands the definition of electioneering by preventing public bodies and public employees from seeking public input via surveys, polls, or questionnaires on ballot measures or any other issues that could end up on the ballot.

**HB 1131** was **passed** as amended. The bill, **opposed** by NHMA, changes the process for adopting the SB 2 form of town meetings by placing it on the official ballot as opposed to debating and voting at the traditional town meeting business session.

**HB 1224** was **passed**. The bill, **opposed** by NHMA, makes major changes to default budget calculations in SB 2 towns, making financial management more restrictive and rigid, complicating hiring, salary adjustments, and financial flexibility needed for routine governance.

**HB 1355** was **passed** as amended. The bill, **opposed** by NHMA, prohibits amendments to change to the purpose of a petitioned warrant article and eliminates the default budget in SB 2 towns. Under this bill, if the proposed operating budget fails, an operating budget equal to the previous year's approved operating budget would take effect unless the governing body holds a special meeting to take up the issue of a revised operating budget only.

**HB 1575** was **passed** as amended. The bill, **opposed** by NHMA, mandates that the budget committee determine the default budget, rather than the governing body. Currently, the decision which body determines the default budget is a local option.

### **Zoning & Land Use**

[HB 1103](#) was **passed** with amendment. The bill, **supported** by NHMA, enables municipalities to establish a housing opportunity zone through a vote of their legislative body. To qualify for tax relief, structures and properties must be located within this designated zone.

[HB 1251](#) was sent to **interim study**. This bill, **opposed** by NHMA, would restrict municipal downzoning inconsistent with existing neighborhood density.

[HB 1357](#) was sent to **interim study**. This bill, **opposed** by NHMA, would allow placement of manufactured housing in all residential zones.

[HB 1540](#) was **passed** with amendment. The bill, **supported** by NHMA, regulates ADUs in protected shoreland districts. The amendment improves the bill, but it still requires more work in the Senate.

[HB 1195](#) was **passed** as amended with the majority amendment. The bill, **opposed** by NHMA in its current form, overrides local zoning ordinances related to in-home and commercial childcare in favor of state rulemaking and allows in-home childcare by right in residential zones; allows commercial childcare by right in all commercial zones and some industrial facilities; and exempts most facilities from local site plan review. Although addressing affordability and access to childcare is a top issue for state policymakers this year, the House also voted to pass [HB 1515](#), which, as amended, **repeals** the requirement for the state to fully **fund the childcare workforce grant program**.

[HB 1681](#) was **passed** with amendment. The bill, **opposed** by NHMA based on technical issues, enables municipalities to allow tiny houses and yurts as innovative housing structures. NHMA raised the technical issues in the House and will raise them again in the Senate so this can be a workable local option for our members.

### Anti-NHMA Bills

A pair of bills specifically targeting NHMA died with a whimper, not a bang, when the House recessed Thursday before acting on them. [HB 1359](#) and [HB 1360](#) died through inaction, along with many other bills on the House calendar because they were not voted on by yesterday's deadline to act on all bills not going to a second committee.

Despite their quiet death, these bills were significant attempts to curtail NHMA's ability to represent the collective interests of our members and an assault on the organization's member-run governance structure. **We thank every member municipality, every elected official, every public employee, and every concerned citizen who stepped up to oppose these bills.** Sadly, we expect these types of bills to keep surfacing every year as legislators who see local governments representing the interests of their communities as a hindrance apparently can't take no for an answer, despite getting the same answer for more than a decade.

### Other

[HB 1275](#) was **passed** as amended. The bill immunizes farmers from civil liability for any damages resulting from claims based on harms caused by per and poly fluorinated alkyl substances (PFAS) present in soil, water, or agricultural products as a result of standard agricultural practices, including the land application of sludge or biosolids. The version of the bill that passed **does not** include a moratorium on the spreading of biosolids, which would deprive municipal wastewater utilities of a major pathway of biosolid management and lead to higher costs and operational challenges. NHMA **opposed** the moratorium.

[HB 1184](#) was **passed** as amended. The bill, **opposed** by NHMA, allows municipalities to issue 72-hour temporary no trespass orders (NTOs). If the governing body seeks to continue an NTO beyond the emergency period, it must approve the NTO by at least a 3/5 vote taken at a duly noticed public

meeting, or at a non-public session if permitted under RSA 91-A and requested by the individual subject to the NTO.

The House must vote on all remaining House bills by **Thursday, March 26**.

## Senate Roundup

The Senate met on Thursday. Here's what happened with some bills NHMA was watching:

**HB 244**, updating and recodifying the municipal enforcement of the building and fire code, and **HB 1159**, updating the state building code to align with new recommendations from the State Building Code Review Board, were **passed**. NHMA **supported** both bills, which will advance to the House.

**SB 626** was **tabled**. The **amended** bill, **supported** by NHMA, defined citizen for the purposes of right-to-know requests. Adding the definition of "citizen" to RSA 91-A aligns with the New Hampshire Constitution and eliminates ambiguity. Unfortunately, this common-sense bill is unlikely to come off the table this year, but we expect to find a sponsor to bring it back in 2027.

The Senate must vote on all remaining Senate bills by **Thursday, March 26**.

## Upcoming Senate Hearings on Municipal Bills

The **Senate Election Law and Municipal Affairs Committee** will hold public hearings on multiple bills next **Tuesday, March 17**, and **Wednesday, March 18**, in **State House (SH) Room 122-123**:

**HB 1468** (Tuesday, 9:30 a.m.), enables municipalities to incorporate flood resilience planning into their master plans and broadens the eligibility criteria for state housing planning grants aimed at supporting flood hazard mitigation and related land use updates. NHMA **supports** this bill.

**HB 1494** (Tuesday, 9:30 a.m.), increases the maximum amount of the optional veterans' tax credit, optional combat service tax credit, and optional surviving spouse tax credit. Because this bill is a local option, NHMA is **neutral** on this bill.

**HB 1134** (Wednesday, 1:00 p.m.), is a technically flawed bill that mandates appropriations for warrant articles shall accumulate in the order in which articles are approved at an annual meeting or in the order in which articles appear on an official ballot for purposes of determining when a warrant article will trigger an override vote of a local tax or budget cap. NHMA **opposes** this bill and encourages members to [contact the committee](#) or testify in opposition to **HB 1134**.

**HB 1118** (Wednesday, 1:40 p.m.), increasing the threshold for funds that must be remitted to municipal treasurers at least weekly or daily from \$500 to \$3,500. The change applies to remittances from various town departments, including the tax collector and town clerk. NHMA **supports** this bill.

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

## Risk Pool Update

Two of the three 2026 bills related to risk pools were acted on this week.

**HB 1491**, a bill **supported** by NHMA, **passed** the House on the consent calendar on Wednesday. The bill introduces assessable risk pools into the statutory scheme as an alternative to non-assessable risk pools. Allowing both models provides clarity to local governments, helping them decide which model, if any, best suits their needs. Assessable pools would remain under the authority of the

Secretary of State, while non-assessable pools will shift oversight to the Department of Insurance (DOI).

**SB 605**, a bill **supported** by NHMA, was **killed** in the Senate on Thursday. The bill would have clarified that unbudgeted, mid-year cost assessments on public employers are not required by statute but are permitted only if they are clearly stated in contracts and bylaws. The bill also created a 36-month payment window for any assessments.

The remaining bill, **SB 661**, is still with the [Senate Finance Committee](#), which is considering possible amendments. The committee is expected to hold an executive session on the bill on **Tuesday, March 17**.

If your community has been impacted by assessments or is concerned that the current version of **SB 661** would mandate assessments in statute, **there's still time to reach out** to your [local Senator](#) and [committee members](#) and share your thoughts.

NHMA supports the ability of members to establish and govern the pools and understands that clear regulations that protect the members and allow the pools to operate are necessary. With health insurance being a huge driver of municipal costs, regularly outpacing inflation, providing legislative clarity is crucial. It is important to keep in mind that the stability of healthcare risk pools is tied to the future stability of healthcare for thousands of public employees in our state.

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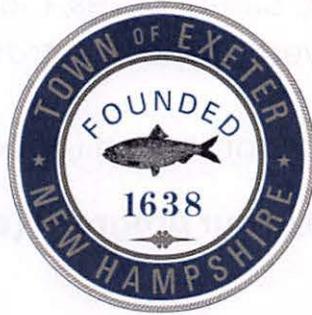
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# Recycling

The Town of Exeter established a contract with Waste Management for curbside collection of recyclables. Exeter's blue recycling containers must be used for Waste Management to pick up recyclables. Any overflow must wait until the following week or drop off at the Transfer Station (permits required, \$20 for the calendar year). Recycle bins are available to purchase at the Public Works Office:

- **\$75** ~ 65 gallon totes (with a cover & wheels)  
Cash, check - payable to Town of Exeter, or credit cards (\$2.50 or 2.99% whichever is greater fee applies to credit card sales)

Single Stream Recycling: All items can be placed in your recycling container together. No need to separate!

- Aluminum cans
- Plastic bottles, jars, jugs, cups, and tubs (caps on)
- Steel and tin cans
- Newspaper
- Glass food and beverage containers (caps off) brown, clear, or green
- Mail (mixed paper)
- Magazines

Let's get back to the basics of recycling.

Remember these three rules each time you recycle:



- Uncoated paperboard (ex. cereal boxes, food and snack boxes)
- Aerosol cans – cap removed (dispose in trash)
- Phone books
- Old corrugated containers/cardboard (uncoated)

**Items that are NOT recyclable in our program (even if it has a recycle symbol):**

- X Cardboard cartons (usually containing juice, milk, or broth)
- X Plastic bags and any bagged recycled materials #3, 4, & 7 (visit earth911.com for info.) Bring to local grocery stores that have plastic bag collection bins.
- X Mirrors
- X Light bulbs (bring to Transfer Station with a permit) or Arjay's Ace Hardware
- X Windows, dishes, Pyrex, ceramics, and porcelain
- X Unmarked plastics (toys, shelves, containers, chairs, etc.)
- X Styrofoam (even with a recycle symbol – not recyclable in our program)
- X Foam packaging #6
- X Unclean food containers (better to throw away than to create a pest problem)
- X Shredded paper

For items that are not recyclable, there could be ways to re-purpose or re-use the item. When in doubt, it is best to throw it out in your household trash.

For additional information visit Waste Management sites below!

Contamination Series - #1 Contamination (CC)



# RECYCLE RIGHT

✓ ALWAYS RECYCLE / RECICLE SIEMPRE



**Plastic Bottles & Containers**  
*Botellas y envases de plástico*



**Food & Beverage Cans**  
*Latas de alimentos y bebidas*



**Paper**  
*Papeles*



**Flattened Cardboard & Paperboard**  
*Cartón y cartulina aplastados*



**Glass Bottles & Containers**  
*Botellas y envases de vidrio*

✗ DO NOT INCLUDE IN YOUR MIXED RECYCLING CONTAINER / NO INCLUIR EN SU CONTENEDOR DE RECICLAJE MIXTO



**NO Food or Liquids**  
*NO comida o líquidos*



**NO Foam Cups & Containers**  
*NO vasos y recipientes de poliestireno*



**NO Loose Plastic Bags, Bagged Recyclables or Film**  
Empty recyclables directly into your bin.  
*NO bolsas y envolturas de plástico sueltas, o materiales reciclables embolsados*  
Vací directamente los materiales reciclables en nuestro carrito



**NO Batteries** – check local drop-off programs for proper disposal  
*NO baterías - Verifique los programas locales de entrega para su correcta eliminación*



**NO Green Waste**  
*NO desechos verdes*



**NO Clothing, Furniture & Carpet**  
*NO ropa, muebles y alfombras*

To learn more, visit:  
*Para más información, visite:*  
[wm.com/recycleright](http://wm.com/recycleright)



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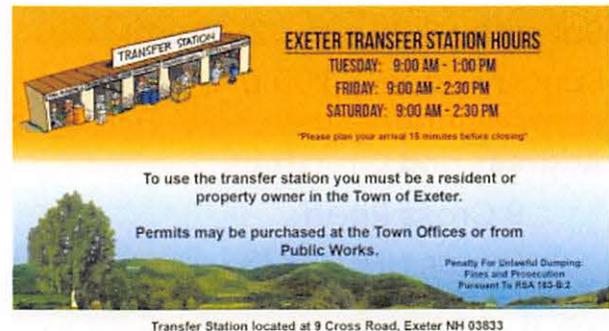
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# Transfer Station

**Transfer Station Permit Reminder:** As stated in the Town Ordinance (chapter 11 - 1101.1) Transfer Station permits must be affixed to the windshield, on the inside lower left corner, of each resident's vehicle. This allows the attendant to validate entry and improve traffic flow.



**EXETER TRANSFER STATION HOURS**  
TUESDAY: 9:00 AM - 1:00 PM  
FRIDAY: 9:00 AM - 2:30 PM  
SATURDAY: 9:00 AM - 2:30 PM  
\*Please plan your arrival 15 minutes before closing\*

To use the transfer station you must be a resident or property owner in the Town of Exeter.

Permits may be purchased at the Town Offices or from Public Works.

Penalty For Unlawful Dumping:  
Fines and Prosecution  
Pursuant To RSA 153-B:2

Transfer Station located at 9 Cross Road, Exeter NH 03833

## Transfer Station Information

2026 Transfer Station permits (\$20) are available for purchase. Permits and stickers are available to purchase from the Public Works Office, Town Office, or through the Town web service. Once you check out you will receive confirmation, and **stickers and permits are mailed to you.**

[Click here to purchase Transfer Station permits and disposal stickers](#)

A printable version of our Solid Waste program can be found in the attachment below. To utilize the Transfer Station you must be a resident or property owner in Exeter. Please have proper identification ready when entering (residents: a driver's license or for property owners: a tax bill).

Some items require the purchase of a permit, item sticker, or both. The cost of disposing of many items can add up! Local charitable organizations (Goodwill, Salvation Army, etc.) will gladly accept gently used items. For bulky trips, it may be cost-effective to utilize the Raymond Transfer Station (603-895-6273).

To buy a Permit you must be a resident or property owner in Exeter and show ID at the Town Office. License plate numbers are required for permits. The yearly permit must be affixed to the lower corner of the car's windshield on the driver's side.

**Calendar year permits:** \$20

**5-Day permit:** \$5

For questions email: [Publicworks@exeternh.gov](mailto:Publicworks@exeternh.gov)

**Transfer Station Hours:**

Tuesday 9:00 am - 1:00 pm

Friday & Saturday 9:00 am - 2:30 pm

**October 15th - December 15th Transfer Station Hours:**

Tuesday 9:00 am - 1:00 pm

Friday 9:00 am - 2:30 pm

Saturday 8:00 am - 2:30 pm

Sunday Noon - 4:00 pm

**Address and Directions**

9 Cross Road

Exeter, NH 03833

From the Bandstand, drive from downtown on Front Street. Front Street (Route 111) becomes Kingston Road. Continue on Kingston Road (Route 111) to 9 Cross Road (on the right). The Transfer Station will be approximately 1/4 mile on the left. **STOP for the attendant** to check your vehicle for hazardous waste or other banned materials.

Items that can be dropped off at NO COST with proper ID:

- Used oil - not mixed with any other substance including gas or antifreeze
- Leaves - if bagged biodegradable brown paper bags must be used
- Christmas Trees - tinsel, lights, and ornaments must be removed
- Books - Bay State Book bin (617)203-1797
- Calculators
- Cell phones for Soldiers - any cell phones, ipads, tablets, mp3 players - used or broken, including device chargers
- Compost with [Mr. Fox Composting](#) bins at the Transfer Station

Items that require a Transfer Station permit:

- Brush - Landscapers/Contractors will need to purchase load tickets per trip. Load tickets must be purchased in advance at the Public Works Office. There is no limit to the number of tickets contractors can purchase.
  - Small load: Up to a full-size pick-up truck or single axle trailer \$25.00 (each load)
  - Large load: One-ton truck or double axle trailer \$50.00 (each load)
- White goods - (non-refrigerant) appliances, washer, dryer, paper shredders, etc.
- Metals - ferrous: steel, iron, bicycles, metal grills, snow blowers and lawn mowers (with gas and oil removed)
- Metals - non-ferrous: aluminum, copper, brass, etc.
- Wood - no painted or treated, no larger than 4' in length, no plywood, T-111 or particle board
- Ash - wood or coal stove ash
- Propane tanks - #20 or less
- Recyclable materials - plastics labeled #1, #2, & #5. Please follow guidelines for recyclables.
- Household Trash - must be in Exeter Blue Bags
- Batteries - Rechargeable (not household) only (automobile, toy, and tool batteries) - see Battery document below
- Mercury-containing thermometers, thermostats, electric switches, mercury button cell batteries, and fluorescent lights. These items can also be collected on Hazardous Waste Day.

Items that require both stickers and permits:

Disposal stickers (Electronic, Construction, & Appliance) can be purchased at the Town Office, Public Works Office, or Arjay's Ace Hardware. Disposal stickers can also be purchased [online](#) as well.

Construction Debris Bags and Town of Exeter Blue trash bags can be purchased at the Public Works Office and Arjay's Ace Hardware.

## **Electronics (\$10)**

Due to the hazardous materials in most electronic goods, they must be disposed of with care. A \$10 electronics sticker can be purchased at the Town Office or Public Works for the disposal of any electronic goods at the Transfer Station. Best Buy and Staples have electronic recycling programs for most electronics.

These items include:

- Computers - monitors, hard drives, printers , laptops, tablets, battery packs or battery back-ups.
- Televisions
- Scanners, copy, and fax machines

## **Freon (Appliance) sticker - \$10**

- Refrigerators - Doors, non-metal parts (bins, shelves) MUST BE removed and placed in blue trash bags. Metal components can be placed in the metal dumpster.  
\*Check the Unutil link below for updates on their periodic refrigerator rebate program.
- Freezers
- Air Conditioners
- Water Coolers
- Dehumidifiers

## **Construction Debris - \$8 (each item)**

Small quantities of construction debris can be disposed of at the Transfer Station with the appropriate bag or sticker. Town Office and Public Works have Construction Stickers to purchase; Arjay's Ace Hardware has both Construction Bags and Stickers. For large loads, we recommend utilizing the Raymond Transfer Station as they allow non-residents to use the facility and charge by weight.

Construction Bags (\$8 each): small items: drywall, shingles, insulation, etc. Liquids must be solidified.

Construction Stickers (\$8 each): doors, windows, toilets, sinks, bundled wood (treated/painted) or carpet.

Items NOT Accepted at the Transfer Station

- **Bulky Items** - (couch, mattress, etc.) if you utilize blue bag pick-up, 1 Bulky item can be picked up per week (\$5 bulk sticker)
- **Hazardous Waste** - Usually on a Saturday in October hosted by Rockingham Planning at the DPW Complex
- **Tires** - Raymond Transfer station (603-895-6273) will accept tires for a fee or check with local tire dealers
- **Antifreeze, brake fluid, or other auto chemicals** - collected on Hazardous Waste Day
- **Asbestos**

- **Sharps/Syringes** - "Sharps by mail systems" can be purchased at your local pharmacy for safe disposal or place sharps in a durable plastic bottle such as a laundry detergent bottle. Once the jug is 3/4 full, write SHARPS on it, tape the lid so it will not accidentally open, and dispose of in your household trash.
- **Pharmaceuticals** - Exeter PD now has a prescription drop off box in the lobby

Free for Residents

- Compost
- Wood Chips

Contact [Public Works](#) for availability.

Waste Management Dumpster Bag

A Waste Management dumpster bag (link below) is another great option if you have a lot of items to dispose of. The dumpster bag can hold up to 3,300 pounds of debris. The bags can be purchased at stores such as Home Depot and Lowe's for \$30\*. Once you fill the bag notify Waste Management to pick it up! It's that easy! Waste Management fees for pick-up are about \$270 - price may vary.

## SUPPORTING DOCUMENTS

-  [Mr. Fox Composting Information](#) (209 KB)
-  [Batteries](#) (761 KB)
-  [How to dispose of... \(Alphabetical list\)](#) (691 KB)

## WEB LINKS

[Managing My Waste - NH Dept. of Environmental Services](#)  
[Raymond Transfer Station](#)  
[Recycling](#)  
[Unitil Rebates and Incentives](#)

## Public Works

### FOLLOW US



### CONTACT INFORMATION

#### **Public Works**

13 Newfields Road

Exeter, NH 03833

(603) 773-6157

[PublicWorks@exeternh.gov](mailto:PublicWorks@exeternh.gov)

[Edit Contact Details](#)

[View Full Contact Details](#)

### UPCOMING EVENTS

School Street Area Project - Public Info & Input Mtg

03/16/2026 - 6:00pm

Curbside Leaf Pick-up Week

04/20/2026 (All day)

Household Hazardous Waste Day

10/03/2026 - 8:00am

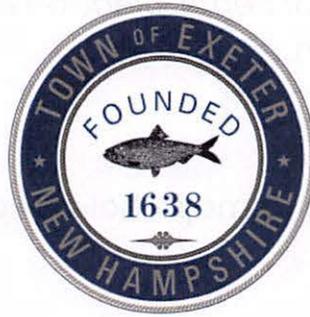
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# Curbside Collection

The Town of Exeter provides curbside collection for household trash, recyclables, bulky waste, and seasonal leaf/grass pickup through Waste Management (WM) of New Hampshire.

Must use "Town of Exeter" Blue Bags, placed curbside by 7:00 AM on your pick-up day. The Curbside Collection schedule below can help you determine your pick-up day.

No bag limit; each must be tied and under 45 lbs.

Purchase bags at local retailers or the Public Works Office:

- Large (33 gal): \$2.50 each, roll of 10 for \$25
- Small (15 gal): \$1.25 each, roll of 10 for \$12.50

## Recycling & Bulky Waste

Collected on the same day as regular trash.

One bulky item per week with a \$5 sticker (available at Public Works, Town Office or online).

Acceptable items: Couches, chairs, tables, mattresses, box springs.



*Not included: Appliances, metal items, electronics, construction debris—these must go to the [Transfer Station](#).*

### Collection Delays

Pickup is delayed one day after a major holiday or severe weather if it occurs on a weekday.

Holidays observed:

- New Year's
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving
- Christmas

For updates, call the Public Works recorded Info Line: 603-418-6450.

### Seasonal Pickup

**Leaves & Grass:** Collected twice a year (spring & fall, up to 12 biodegradable bags per residence) or dropped off at the Transfer Station for composting.

**Spring: April 20 – 24, 2026**

**Fall: November 16 – 20, 2026**

**Christmas Trees:** Collected the second full week of January (must be decoration-free; no wreaths).

### Sharps Disposal

Place sharps in a sealed plastic bottle (e.g., detergent jug), label "SHARPS", tape lid, and dispose of in household trash.

For questions, contact Public Works: 603-773-6157 or [publicworks@exeternh.gov](mailto:publicworks@exeternh.gov).

 **Curbside Collection Schedule** (106 KB)

 **Curbside Collection Schedule map** (1021 KB)

 **How to dispose of... (Alphabetical list)** (691 KB)

## WEB LINKS

[Safe Needle Disposal](#)

[Reduce Waste by Composting Food Scraps - Compost Guide](#)

[Christmas Tree Pick-up](#)

[Staying Green during the Holidays](#)

[Managing My Waste - NH Dept. of Environmental Services](#)

## Public Works

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## **Review Board Calendar**

**Non-Public Session**