

TOWN OF SEABROOK

SELECTMEN'S MEETING

MAY 1, 2023

Present: Srinivasan "Ravi" Ravikumar  
Theresa A. Kyle  
Harold F. Eaton  
William M. Manzi, III

10:30AM

Ravi opened the meeting at 10:30AM.

Ravi made a statement relative to the rules of the meeting. He stated that if someone wants to make a comment pertinent to the topic being discussed they should raise their hand and when recognized go to the podium. They should state their name and address and make a brief comment. This will keep the agenda rolling. There is a public participation section of the agenda if there are questions/comments that are not pertinent to an agenda item where those items can be addressed.

Mr. Eaton stated he takes his oath of office very seriously. Many of the community members of this town have received promises from me. He stated, if I were elected as Selectman and witnessed something that was being done wrong, he would do everything in his power to right that wrong and do everything he could to set things right. He said if he was to obtain this position and thought they could improve in ways they conduct business that he would speak up and he would not just follow the status quo and follow the leader but would think outside the box.

Mr. Eaton said all members of the board are sitting here for one reason, that's because the people of this community put them here. The people voted for them, put their trust in them, to represent the community to the best of their ability. You, the people, have the power to appoint us or remove us and this is how it should be. So, with this being said, in the past this community had board of selectmen members who have used the position of chairperson as a way to have power over the other board members. This he feels is wrong and as a board should be united and no position of power over one another should be present. You the people should be the only ones with power over us, not one another. So, with this being said he will yield but not before I put a motion forth.

MOTION: Harold F. Eaton

The position of chair of Board of Selectmen be an alternating position not one of constant rule that every four months

the position of chair will be rotated to a new chairperson who will then be appointed to their term of 4 months period of time. There will be no one person who holds greater power going forward. He believes this will unite this board of selectmen and future boards to come.

Second: Ravi

Ravi seconded with a comment that he completely agrees that no one member of the Board of Selectmen is above anybody else in respect to the role they play whether it is the chairperson, vice-chair or the clerk. They are all of three independent minds representing the community and they vote on issues they believe they are doing the best to help the community. As for him, no matter who holds the position of chair must treat every member of this board with respect. One another, the community members, the employees, everyone should be treated with respect. By respect it means no condescension towards them, no name calling, no abusive language, no threat. To Ravi not doing these things would mean treating people with respect. So, with that as the basic principle or code of conduct he has no problem seconding the motion.

Mrs. Kyle wanted to say a couple of things, nothing against either board member. She said to Mr. Eaton that the duties of the chairman are in RSA 91-A. Also, she stated that to remove a Selectman it must be done through the superior court, so the people cannot do that. Mrs. Kyle said she agrees with Ravi that everyone should be treated with respect and also, she should be treated with respect. She is an older woman and for the past few years she has been subjected to having to deal with...she is a woman who has had to deal with other types of situations. She agrees with Mr. Eaton, and she agrees with Ravi but is requesting that she is also treated with respect in and out of these meetings. Both Ravi and Mr. Eaton acknowledged and agreed.

Unanimous

MOTION: Ravi  
Second: Theresa A. Kyle

To add the Lower Collins  
Street deeds to the

Unanimous

agenda.

On April 17 there was a motion to move an item to this meeting agenda. Mrs. Kyle said there is no information in front of them regarding this item. Mr. Manzi said the board has had the deeds close to a month now and this is what Henry Boyd is requesting action on.

Henry Boyd spoke to what he is looking for on Lower Collins Street. He explained the first deed is to make the road wider and it is a precautionary measure for the town. There are 2 easements with this deed, and it is to make the road better. There is a high-water table, and the 2<sup>nd</sup> easement addresses the pipe underground to maintain and lower the water table.

Mrs. Kyle commented that the acceptance of the road deed troubles her. She doesn't see any documentation on this deed to be perfected in superior court. There was discussion of adverse possession.

Mr. Eaton asked what the town has to guarantee the buyers are held to what is being asked of them. The planning board made a motion that John Starkey would supervise the work for the town and the drainage would be put first. Henry Boyd feels that this work being done is perfecting Lower Collins Street.

<p><u>MOTION:</u> Ravi          Second: Harold F. Eaton          Abstain: Theresa A. Kyle</p>	<p>To accept the easement request by the applicant and accept and grant as described in the exhibit presented by Henry Boyd and the document drawn by Attorney Valhouli.</p>
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<p><u>MOTION:</u> Ravi          Second: Harold F. Eaton          Abstain: Theresa A. Kyle</p>	<p>To accept the grant of the land to improve Lower Collins Street made by the applicants as drawn by Attorney Valhouli.</p>
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#### **NEW BUSINESS LICENSE - SALON 15**

Kathleen Felch was present and explained her business.

<p><u>MOTION:</u> Theresa A. Kyle          Second: Ravi          Unanimous</p>	<p>To approve and sign the new business license.</p>
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Kathleen Felch commented that she feels as a business it is important for all businesses to be involved in the community and to give back. Her salon sponsored a basketball team this year and she was very excited about it and how nice it was.

#### **MONTHLY MEETING - FIRE CHIEF**

Fire Chief Bill Edwards was present briefly went through his report (see attached). Chief Edwards thanked the voters and board for the articles that did pass and commented they had a couple that did not. He said the main goal is to maintain their mission which is to serve and protect the community and the firefighters. His goal this year is to setup a capital improvement line that gets funded that will actually serve that goal of getting new equipment and manpower. He indicated the town does a good job setting up the C.I.P. but lacks in getting approval to fund those items. He would like to see the board work with him and in favor of the fire department to reach these goals.

There was discussion on the injuries in the department and the increased overtime. Chief again iterated the importance of getting to the goals and maintaining the department.

Ravi said the board has always been open to working with the fire department and getting the resources and help they need. Working with the board means providing the information that the board seeks in order to support the request being made. He said it is a two-way street and as long as the information is provided so they can see the request being made is justifiable then they will be completely onboard. That has been the position of the board from the beginning, and it remains unchanged.

Mr. Eaton asked about building maintenance. Chief Edwards said there was work on the AC system and the upstairs bathroom/locker room that has a leak and some small plumbing issues. Mr. Eaton asked if they looked into using Glycol instead of water in the fire suppression system. Chief Edwards said there would be other costs associated with that for testing. There was discussion of ways to use this method in order to get the fire suppression system up and running until they can get the money to replace the insulation.

Mrs. Kyle asked about the fees collected through ambulance billing. Mr. Manzi said it is better but there are always challenges. He feels it is something that needs to be discussed.

Ravi said to date there have been 807 ambulance calls and asked what they are responding to. Chief Edwards said it could be for anything that someone feels they need medical attention for. There was discussion on whether or not there is a bill for those services. The 472 calls for an engine are the same situation and results in no fees to the town. There was discussion on what type of services they may call for. Mr. Eaton said this is exactly why he feels they need to understand where the calls are coming from so they can charge a fee for those services. There was discussion on previous ideas to generate revenue and responses they hear from residents.

Ravi feels the calls need to be broken down by property class so they can determine where the calls are coming from so discussions can be had. This will be an important discussion to have during the fee structures they are looking at. Mr. Eaton said if 90% comes from a particular class they would have a case to show why they need to charge fees for the use of the assets.

Kathleen Felch asked if the fee for her business license and renewal is the same say for Wal-Mart or Home Depot? The answer is yes, they are all the same fee, but the fees should be looked at for those larger businesses. Mrs. Kyle said those larger businesses do pay a donor fee that is used to offset costs but feels it is something that needs to be studied. There was discussion on the impact fees that were voted in, but some residents didn't want to pay those as you cannot impose one without the other. Mr. Eaton feels this is something that needs to be discussed. Ravi said there needs to be some kind of equity for services, but it all comes down to having the right data. Mrs. Kyle said they need to have cooperation from the other boards to make this work.

Mr. Eaton said in the C.I.P. there is an engine 1 but he doesn't know what that is. He asked if the Chief could give some information in future reports as to what the assets are of the department. There was discussion on leases within the fire department. Mr. Manzi explained that it is considered a lease but is paid over the term of 5 years and at the end of the term the vehicle is owned by the town.

Mr. Eaton asked about resurfacing the parking lot. The back area is the worse and all departments use this area to fuel the vehicles. He asked if they could use the town-wide paving program to tend to that area. Mr. Manzi said they could address it and put a number to it for next year's warrant article. If passed by the voters, it would be taken care of.

Mr. Eaton asked about the SCBA gear and if grants are available. Chief Edwards said they have grants, but they go to the volunteer departments before a full-time agency who has a budget process. Chief Edwards said they do not have a grant writer. Mr. Manzi commented that if a grant is identified they would get it written.

Ravi asked how the purchasing department is used in getting the best prices especially for the fire department. Mr. Manzi said very involved and there is a purchasing policy that requires a bid process. The procurement department is responsible for working with department heads to get the bid and specifications written and then put out to bid.

Ravi asked when community events are held do the employees receive overtime? Chief Edwards said those events are all done with volunteers. Mrs. Kyle commented that the families are also involved and volunteer their time to those events.

Mr. Manzi said he would have a meeting with the fire department and IT to see what needs to happen to get the data requested by the board.

#### **FEMA REIMBURSEMENT RECOGNITION - KELLY MCDONALD**

Joe Titone could not attend today but provided a written letter to the board on money received by FEMA and the outstanding work done by Kelly McDonald (see attached). Mr. Manzi said you could measure the depth of this success by the amounts surrounding communities received and that Seabrook is way above them. He said Kelly McDonald is very persistent and kept at it getting them this money.

#### **PREVIOUS MINUTES - APRIL 17 PUBLIC & NON-PUBLIC**

MOTION: Ravi To adopt the minutes of  
Second: Theresa A. Kyle April 17 public.  
Unanimous

MOTION: Ravi To adopt the minutes of  
Second: Theresa A. Kyle April 17 non-public.  
Unanimous

#### **ABATEMENT**

Eaton Family Trust/Walsh William - 163 Folly Mill Road - \$907.59

MOTION: Harold F. Eaton To approve and sign the  
Second: Ravi abatement.  
Unanimous

**3 ELDERLY EXEMPTIONS**

MOTION: Ravi To approve and sign all  
Second: Theresa A. Kyle elderly exemptions.  
Unanimous

**WATER SERVICE APPLICATIONS**

Bruce Brown - 21 Collins Street  
Lisa Awlia - 121B Farm Lane  
Brian Knowles - 121A Farm Lane

MOTION: Theresa A. Kyle To approve and sign all  
Second: Harold F. Eaton water applications.  
Unanimous

**SEWER SERVICE APPLICATIONS**

Lisa Awlia - 121B Farm Lane  
Brian Knowles - 121A Farm Lane

MOTION: Ravi To approve and sign both  
Second: Harold F. Eaton sewer applications.  
Unanimous

**INTER-MUNICIPAL AGREEMENT WITH HAMPTON**

Ravi explained the inter-municipal agreement for 89 residents that has been requested during the construction phase of the bridge. Mr. Manzi said the original agreement had a provision in it and he asked legal to revise this and that will be forthcoming. There was discussion on leaving this system in place after construction. Curtis Slayton feels it makes sense to leave it in place like with the water interconnection.

Mr. Eaton asked about the pump that will be taking on additional pumpage. Should there be something in the contract that holds them liable to replace/repair this due to the age of the pump and the strain the pump is under. Ravi said they are also looking at the cost for capital to be in the base rate of water and sewer so in essence the fees they are paying will be factored in. Mr. Eaton feels since the contract is not finalized this is the time to put something in to make this improvement by taking on the additional work it is putting additional pumpage and burden on the taxpayers of Seabrook.

Mrs. Kyle asked if it would be possible to put say \$30K in escrow so that if the pump breaks it would be used to repair it due to the demand they are placing on the pump. Mr. Manzi said of course they could but then the question becomes what the right amount would be. The board feels this would be a great

idea and would like to add it to the terms of the agreement. The board feels the water superintendent should consider the amount needed and propose it to the board for consideration. Mr. Manzi said there may be a little push-back on the issue that they would be paying for capital in the fees for use of the system. Mr. Eaton would like to see that if something happens during the time, they are helping out the residents of Sun Valley that the Seabrook residents are not paying for it. Hampton will want a term put on it in order to get the money back if the pump doesn't fail.

Ravi asked who would own the property once in place. Mr. Manzi said it would be Hampton for the pipe to the manhole and then Seabrook for the valve at the point of turn on/off. The agreement should contain whose burden it is to maintain.

Mr. Eaton asked if there was a way for Seabrook to see the total flow of the sewer rather than Hampton telling us how much is going into the system. Curtis Slayton said he is not sure he would need to look at that further.

It was stated that any new and all construction of the new sewer system for Hampton would be the responsibility of Hampton.

There was discussion on the amendments and the request for the escrow to be amended. A clean document will be presented to the board for final approval.

#### **QUESTION/COMMENTS**

Mrs. Kyle said she moderated the beach annual meeting. They have a new commissioner and new zoning on the vape shops.

Mr. Eaton said he attended the planning board meeting and discussed the subsidized company of NextEra that is putting in a solar farm. He said they are willing to work with the residents on the issues.

Ravi would like to continue the work on the assessment and the 2023 priorities and have a meeting next Monday, May 8 at 9AM if that works for the other board members. Mr. Eaton said he would be available in the afternoon around 2:30PM. The meeting will be held Monday, May 8 at 3PM.

Ravi said the board still needs to visit the beach opening at Andover Street. Mr. Eaton is available Thursday evening and Ravi is available Thursday until 5:30PM. The meeting will be Thursday, May 4 at 4PM.



Ravi said the board requested a tour of the pier. Mr. Manzi said the work schedule has been extended until about the middle of June, but he will get a schedule once complete.

Ravi would like to add to next Monday's agenda the walkway from the parking lot to the beach on the harbor side. Mr. Manzi said he did ask John Starkey to look at this and he would have him at the meeting to discuss.

**NON-PUBLIC SESSION**

MOTION: Harold Eaton To go into non-public  
Second: Ravi session at 12:35PM under  
Unanimous RSA 91-A:3,II (e) legal.


Roll call:  
Mrs. Kyle - yes  
Ravi - yes  
Mr. Eaton - yes

Board reconvened to public session at 2:25PM.

MOTION: Ravi To adjourn the meeting  
Second: Theresa A. Kyle at 2:25PM.  
Unanimous

Meeting adjourned at 2:25PM.  
Minutes taken by Kelly J. O'Connor.

Approved and endorsed:

  
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Harold F. Eaton,  
Clerk

Date: 5/15/23

# **TOWN OF SEABROOK BOARD OF SELECTMEN**

## **AGENDA**

May 1, 2023

Open Meeting at 10:30 A.M.

### **TURN CELL PHONES TO VIBRATE OR OFF PLEASE PLEDGE OF ALLEGIANCE**

#### **MEETING**

- 1.) Meeting – New Business Licenses  
Salon 15
- 2.) Monthly Meeting – Fire Chief  
Review - Fire Department CIP Request  
Recognition – Kelly McDonald & Joe Titone – FEMA Reimbursement

#### **NEW BUSINESS**

- 1.) Question of approving previous minutes of April 17<sup>th</sup> Public and April 17<sup>th</sup> non-public.
- 2.) Question of approving abatement for Eaton Family Trust/Walsh William – 163 Folly Mill Road - \$907.59.
- 3.) Question of approving 3 elderly exemptions.
- 4.) Question of approving water services applications for Bruce Brown – 21 Collins Street, Lisa Awlia – 121B Farm Lane and Brian Knowles – 121A Farm Lane.
- 5.) Question of approving sewer service applications for Lisa Awlia – 121B Farm Lane and Brian Knowles – 121A Farm Lane.
- 6.) Question of approving inter municipal agreement – Hampton

#### **QUESTIONS/COMMENTS**

Board of Selectmen on any boards and/or committee meetings they have attended

#### **PUBLIC PARTICIPATION**

#### **NON-PUBLIC SESSION**

**RSA 91-A:3, II (e) legal**



## **SEABROOK FIRE DEPARTMENT**

**87 Centennial Street**

**Seabrook, NH 03874**

**Phone: 603-474-2611 Fax: 603-474-5187**

**seabrooknh.info**



*William J Edwards*

*Fire Chief*

*603-474-3880*

*Lawrence "Koko" Perkins*

*Deputy Fire Chief*

*603-474-5300*

### ***Report of The Fire Department***

Date: May 1, 2023

To: The Board of Selectmen  
and William Manzi, Town Manager

Prepared By: William J Edwards, Fire Chief

Hello, our last report was at the March 6, 2023 meeting. As you're aware we had numerous warrant articles fail at the Town vote on March 14th. We are very thankful for the voters' support of all of our articles.

Our main concern moving forward is how do we obtain the personnel and equipment that our department needs to maintain our mission and keep our building from falling into disrepair?

My 2023 goal is to in my department budget, set up a capital improvement line for my building maintenance, for trucks, equipment and potentially man power. Each year we get a no vote in March we are forced to continue "getting by" with previous years funding to repair and replace capital objects, forcing the Town and my department to spend money on costly repairs. This money could be used more wisely if we had funding budgeted for our capital needs.

I would love to see the board work with and in favor of the Fire Department to reach these goals, back this department's needs so that our equipment, trucks and building can receive the needed updates and not have to constantly take money from Peter to pay Paul.

The board asked for accomplishments to date. If we are talking about accomplishments at this point in 2023, we have no major accomplishments to report other than continued community



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outreach projects. To have accomplishments that improve the department a cost is generally associated, and seeing we are not going to see any growth in our budget this cycle, we had no growth from last year where we went over budget due to injuries, I'm not sure what projects we will be able to complete in 2023.

Call volume data is subject to what we have an ability to provide. As we have stated previously we do not know how to break calls into residential, commercial, or industrial locations without dedicated man hours. This is something that has been discussed and explained in the past. In speaking with IT department, they said they could complete this but not without some extra work that they said would take time.

2023 Year to Date Ambulance Calls for Service - 807 (+20%)

2023 Year to Date Engine Calls for Service - 472 (+30%)

2022 Year to Date Ambulance Calls for Service - 644

2022 Year to Date Engine Calls for Service - 320

Firefighter Absentees for the First Quarter - Thus far in 2023 we have had one firefighter out since December of 2022, totaling roughly 600 hours out and a second firefighter who is also out, has been out since the end of March so no impact on the first quarter, but is looking at being out a total of six weeks, making about 300 hours out in the second quarter. Lastly I believe a third firefighter is looking to schedule a surgery, that timeline isn't known yet, but will add to the injury hours.

Our biggest concerns for the department have been mentioned above in regards to the need for manpower, equipment, building

Respectfully,

William J Edwards

Fire Chief

May 1, 2023

To the Board of Selectmen, Town of Seabrook,

Kelly McDonald was assigned with what turned out to be the daunting task of recovering funds which were expended by the Fire and Police departments during the unusual and unprecedented events during the period of 2019 to 2021. These events included two major snowstorms and the COVID crisis.

At times, this task seemed overwhelming with FEMA and the State of New Hampshire continually asking for additional information or changing the format. Kelly continued to demonstrate professional skill, ceaseless energy, and effort resulting in the recovery of \$2,275,317.00 of town expenditures. Of this amount, \$374,509.67 is still owed to the Town of Seabrook.

The Town of Seabrook is fortunate to have Kelly McDonald as an employee.

Once again, congratulations Kelly.

A handwritten signature in black ink, appearing to read "Joe Titone". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joe Titone, Director  
Emergency Management

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# Town of Seabrook

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## Memorandum

To: Board of Selectmen

From: Town Manager

CC: Kelly O'Connor

Hampton Agreement

April 26, 2023

The Hampton Sewer Agreement is attached. This agreement has been marked up by DTC Law, and the draft will be sent to Hampton for review. Both Curtis and I have asked DTC to update provision 5e which currently calls for the removal of the infrastructure created by this agreement. It will be replaced by language that will create a shutoff that will be at the exclusive control of the Town of Seabrook. That language will be forthcoming shortly.

The Aquarion Agreement should be ready for May 15.

## TEMPORARY HAMPTON WHOLESALE, BULK SEWER AGREEMENT

This Temporary Hampton Wholesale, Bulk Sewer Agreement (the "Agreement") is made and entered into pursuant to New Hampshire Revised Statutes Annotated Chapter 53-A:3-a, by and between the Town of Hampton, with a mailing address of 100 Winnacunnet Road, Hampton, New Hampshire ("Hampton") and the Town of Seabrook, with a mailing address of 99 Lafayette Road, Seabrook, New Hampshire ("Seabrook"), by their respective Selectmen, who agree to the commitments, terms and conditions contained in this Agreement.

WHEREAS, Hampton collects wastewater from approximately 89 properties located in an area of Hampton known as Sun Valley and conveys this wastewater through the Sun Valley Pump Station to a force main (the "Force Main") that crosses the bottom of the Hampton Harbor before delivering the wastewater to Hampton's Wastewater Treatment Facility; and

WHEREAS the Force Main could be disrupted due to the ongoing investigation, design, and construction by the New Hampshire Department of Transportation ("NHDOT") of the new proposed Seabrook Hampton Bridge; and

WHEREAS, Seabrook operates a wastewater collection system consisting of sewer lines, pump stations, force mains and other appurtenances that collect wastewater and deliver it to Seabrook's Wastewater Treatment Facility; and

WHEREAS, part of Seabrook's wastewater infrastructure is located in close proximity to the Hampton Sun Valley Pump Station and the Force Main; and

WHEREAS, Hampton requests a temporary interconnection of the Force Main to Seabrook's wastewater collection system to avoid a disruption of service and other issues in the event the Force Main is damaged, fails and/or is otherwise temporarily rendered out of service during the construction of the new bridge; and

WHEREAS, Seabrook anticipates utilizing a third-party consultant to conduct a new rate study to establish new sewer rates in the near future and Seabrook and Hampton anticipate that the wholesale bulk rates charged to Hampton pursuant to this Agreement will be consistent with those anticipated changes; and

WHEREAS, Seabrook and Hampton have determined to enter into this Agreement to temporarily secure wastewater treatment services for the Sun Valley Area of Hampton to facilitate the investigation, design and construction by NHDOT of the new proposed Seabrook Hampton Bridge.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, Hampton and Seabrook agree as follows:

### 1. Purpose and Intent

- a. The purpose and intent of this Agreement is to permit wastewater from the Sun Valley Area ordinarily collected and treated by Hampton, to be temporarily directed to the Seabrook sewer and treated by Seabrook, in order to:
  - i. Protect the natural resources of the Hampton Harbor and inlets in the event the Force Main is disrupted; and

- ii. Provide for the lawful disposal and treatment of wastewater to protect the environment of both communities.
- b. It is the intent of the Towns of Hampton and Seabrook that the sewer lines and appurtenant works constructed by the Town of Hampton for this temporary connection be maintained and that the wastewater collected from the system be treated in accordance with all applicable Federal and State laws.
- c. The parties to this Agreement acknowledge that Seabrook is not a public utility pursuant to RSA 362:4, III.

## 2. Consideration

- a. The consideration for this Agreement is the mutual advantage referred to in Paragraph 1 hereof, the payments to be made by Hampton to Seabrook as hereinafter provided, and the proper disposal and treatment of wastewater generated within the Sun Valley Area in Hampton.

## 3. Definitions

As used in this Agreement:

- a. "Hampton" means the Town of Hampton, New Hampshire.
- b. "Seabrook" means the Town of Seabrook New Hampshire
- c. "Wastewater" means the water-carried wastes from residences in the Sun Valley Area of Hampton as defined herein, together with incidental infiltration as may be collected and transported in said sewer lines.
- d. "Administrators" shall be the Hampton and Seabrook Town Managers or Acting Managers.
- e. "Effective Date" means the date this Agreement is approved by all parties hereto including the State of New Hampshire Department of Environmental Services and the New Hampshire Attorney General.
- f. "Sun Valley Area" refers to the residences on Thornton Street, Campton Street, Portsmouth Avenue, Woodstock Street, and Ocean Drive, in Hampton, which residences produce the wastewater which is the subject of this Agreement.
- g. "Force Majeure" means Act of God, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by public authorities not under the control of either party to this Agreement, or acts or failures to act by regulatory authorities.

## 4. General Provisions

- a. This Agreement is limited to the wastewater generated by Hampton in the Sun Valley Area.
- b. Hampton, at its sole and own expense, and with Seabrook's approval, will construct and maintain a new sewer line to convey wastewater from the sewer valve pit located on Portsmouth Avenue in Hampton to the Seabrook termination manhole located



approximately 90 ft to the south on Portsmouth Avenue in Seabrook, near the Seabrook-Hampton Town Line. Any and all expense associated with the permitting, installation, maintenance, repair and removal of the new sewer line, and its connection to Seabrook's sewer will be the responsibility of the Town of Hampton.

- c. Upon the approval of this Agreement, Hampton shall continue to own and maintain all of its assets within Hampton as well as the sewer line and related infrastructure installed in accordance with Section 4.b of this Agreement to the Seabrook termination manhole for the discharge of wastewater to said discharge point for delivery to the Seabrook wastewater system.
- d. Hampton shall not acquire any title, property interest, or equity interest in any facilities or works in Seabrook, nor shall it have any responsibilities or authority with respect to any such facilities or works other than the right of entry for inspection and maintenance, with Seabrook's prior permission, at the point of interconnection between the systems owned by Hampton and by Seabrook. By operation of this Agreement and in accordance with its terms, Hampton shall not have any responsibility for any debts incurred solely by Seabrook except as contemplated in this Agreement.
- e. Hampton acknowledges and agrees that in order for Seabrook to meet its obligations to NHDES and EPA and the National Pollution Discharge Elimination System (NPDES) permit issued to Seabrook, Hampton will be required to adopt or adhere to portions of Seabrook's sewer regulations as it may be amended over the term of this Agreement so as to facilitate and implement programs for NPDES permit compliance that may be required of Seabrook.

#### 5. Operative Provisions

- a. To the extent contemplated herein, Hampton shall have the right to discharge wastewater from the Sun Valley Area to Seabrook for the reception, treatment, and disposal. Seabrook shall be responsible for the degree and character of wastewater treatment generated from the Sun Valley Area and for disposal of all effluent to the best of Seabrook's ability and in accordance with applicable law.
- b. Hampton acknowledges and agrees that Hampton and the Sun Valley Area are prohibited from discharging septage or holding tank waste into Seabrook's sewer system.
- c. Hampton shall facilitate the entry of representatives of Seabrook for the purposes of inspecting sewers and appurtenance facilities owned by Hampton, as well as any discharges into the sewers and appurtenant facilities owned by Hampton that are part of this connection. Seabrook representatives may exercise the rights set forth herein for the purpose of ascertaining the state of compliance with Seabrook's sewer use ordinances and any discharge permits that have been issued by Hampton.
- d. The facilities identified in Sections 4.b–d of this Agreement as property and assets of Hampton, and the facilities identified as property and assets of Seabrook, are to be repaired, replaced, and maintained by each respective owner at the owner's individual expense, provided, however, that Hampton shall be solely responsible for repair, replacement, and maintenance of any property and assets of Seabrook that are in any way damaged or modified in the course of Hampton's interconnection with the Seabrook termination manhole identified in Section 4.b of the Agreement, or during the

course of maintaining, repairing or removing the new sewer line which is the subject of this Agreement.

- e. Within ninety (90) days after the termination of this Agreement, as contemplated in Section 6.d or Section 12, or within ninety (90) days after the Term identified in Section 12 expires, whichever shall occur first, Hampton shall remove or cause to be removed the sewer line identified in Section 4.b, above, and shall restore the Seabrook termination manhole identified in Section 4.b, and all other real and personal property owned by Seabrook and disturbed by Hampton's installation, maintenance or repair of the new sewer line, to the condition such termination manhole, real and personal property were in at the commencement of the Term, and all at Hampton's sole expense.
- f. Inspection of any tie-ins shall be the responsibility of Hampton who will notify and be required to have Seabrook inspect all tie-ins with Hampton.
- g. No commercial or industrial use shall be allowed to connect to said Hampton and Seabrook approved sewer system except for those that are already connected at the time of this Agreement.
- h. Seabrook shall not be liable for any damages, direct, indirect or consequential, resulting from its inability or failure to provide sewage treatment services for the Sun Valley Area of Hampton on a temporary or emergency basis due to a Force Majeure event. Seabrook will use its best efforts to provide the treatment capacity required hereunder. If restrictions are imposed by governmental regulatory authorities, Seabrook reserves the right to temporarily reduce the capacity treated pursuant to this Agreement, but only for such time as the capacity cannot be accommodated as the result of the imposed governmental restrictions.

#### 6. Bulk Sewer Treatment Service

- a. Hampton may collect and transmit sewage from the Sun Valley Area to through the connection point and Seabrook agrees to accept and treat the sewage from the Sun Valley Area in Hampton at rates of flow not to exceed the following:
  - i. Average Day Flow Rate: [INSERT]
  - ii. Maximum Day Flow Rate: [INSERT]
  - iii. Peak Hourly Flow Rate: [INSERT]

- b. Hampton shall pay to Seabrook for the services provided in this Agreement. Payment is based on the following:

TO BE DETERMINED

The total cost paid to Seabrook by Hampton shall be calculated by:

TO BE DETERMINED

- c. Hampton shall provide to the Seabrook Water & Sewer Superintendent the total flow from the Sun Valley Pump Station for each ninety-day period. Seabrook will then prepare an invoice, using the rates identified in Section 6.a, above, or such rates as may be modified consistent with Section 6.d, below, and shall send such invoice to Hampton's Finance Department. Seabrook will invoice Hampton for services not later 30

days after the end of each ninety-day period, and Hampton will pay Seabrook for invoiced services not more than 30 days after the billing date.

- d. Hampton shall be responsible for reviewing and paying all invoices tendered by the Town of Seabrook in accordance with Section 6.b, above. In the event Hampton disputes any amount invoiced by Seabrook in accordance with Section 6.b, Hampton shall nevertheless pay Seabrook the full amount invoiced, including all disputed amounts, in accordance with Section 6.b. Promptly upon paying any disputed amount, however, Hampton shall notify Seabrook of such dispute and the grounds therefor, and shall also provide Seabrook copies of any and all documentation evidencing the existence of a genuine dispute. Thereafter, Seabrook shall promptly investigate the dispute, the grounds therefor, and the documentation provided by Hampton to determine whether the original invoice was correct or was in error. In the event Seabrook determines the invoiced amount was in error, Seabrook shall issue Hampton a corrective invoice together with a refund of any overpayment, if any. If Seabrook determines the original invoice was correct, then Seabrook shall notify Hampton in writing that the original invoice was correct.
- e. Should circumstances require a change in the rates or fees in this Agreement, Seabrook shall notify Hampton of the circumstances and the proposed changes. Hampton shall have the opportunity to review, comment, and accept or reject the change prior to the rate or fee changes being invoiced. In the event an agreement cannot be reached then this agreement shall be terminated and said connection between the Hampton and Seabrook sewer systems shall be removed consistent with Section 5.e of this Agreement.

#### 7. Applicable Ordinances, Rules, Regulations and Permits

- a. The laws, ordinances, rules, and regulations of the Towns of Seabrook and Hampton, the State of New Hampshire and the United States Government as they now exist or may be changed from time to time shall apply to activities under this Agreement. In cases where the Laws, Ordinances, Rules and Regulations differ, the more stringent shall govern.
- b. The rules, regulations, and requirements of Seabrook prescribing and limiting the content of wastewater discharge, placed or otherwise permitted to flow into the sewers tributary to the treatment facilities of Seabrook shall apply within the Sun Valley Area of Hampton under this Agreement. Hampton has adopted such local laws and shall make such contractual arrangements as may be necessary to assure proper observance of the aforementioned rules, regulations, and requirements with respect to wastewaters originating within Hampton and delivered to Seabrook for treatment and disposal. Hampton shall diligently enforce the aforementioned rules, regulations and requirements of Seabrook within the Sun Valley Area of Hampton.
- c. Hampton's and Seabrook's rules and regulations and requirements relating to the content of wastewater discharge, placed or otherwise permitted to flow into their sewers shall be nondiscriminatory and shall be applied and administered equally.
- d. Permits for discharges into the sewers of Hampton as applicable to the contributing properties under this Agreement in the Sun Valley Area shall be issued and administered by Hampton in accordance with applicable laws and subject to the provisions of this Agreement, and where applicable, Seabrook's regulations as paragraph 7.b, above. Prior

to the issuance of any permit, Hampton shall provide a draft thereof to Seabrook and shall have the appropriate consultation with Seabrook to assure that the permit and any other arrangements in connection therewith are consistent with the sewer ordinances of Seabrook and its rules and regulations. Seabrook shall have the right to disallow the permit. It shall be the further responsibility of Hampton to obtain such reviews and approvals and to furnish such information with respect to its permits as may be required by law.

8. Access to Books and Records

- a. The duly designated representatives of Hampton shall have access to all books and records of Seabrook, which relate to sewerage systems, used by Hampton at all reasonable times and shall be entitled to receive or make copies of any information contained therein.
- b. The duly designated representatives of Seabrook shall have access to all books and records of Hampton, which relate to sewerage systems, discharged by Hampton to Seabrook at all reasonable times and shall be entitled to receive and make copies of any information contained therein.

9. Insurance

- a. Hampton will secure and maintain the appropriate insurance to cover its liability under this Agreement.
- b. Seabrook will secure and maintain the appropriate insurance to cover its liability under this Agreement.

10. Indemnification

- a. Consistent with RSA 53-A:3-a, IV, Hampton hereby agrees to indemnify Seabrook, its officers, employees, and agents, against any liability arising out of the negligent or otherwise wrongful conduct of Hampton, its officers, employees, and agents, including, without limitation, all judgments, costs, expenses, and reasonable attorneys' fees. Hampton further agrees to indemnify, defend, and hold Seabrook harmless against any and all liabilities, including, without limitation, all judgments, costs, expenses, and reasonable attorneys' fees, for anything done or omitted by Seabrook, its officers, employees, and agents, in carrying out Seabrook's obligations under the terms of this Agreement, except as to such actions or omissions as constitute gross negligence or willful misconduct by Seabrook, its officers, employees, or agents.

11. Dispute Resolution

- a. If for any reason the parties hereto are in dispute over any part of this Agreement for more than thirty (30) days, Hampton and Seabrook agree to engage in non-binding mediation with an independent mediator acceptable to both Hampton and Seabrook, failing which, the dispute(s) shall be submitted to a third party arbitrator acceptable to both Hampton and Seabrook for the purpose of resolving the dispute(s), which may be appealed to the Superior Court pursuant to the applicable provisions of N.H. RSA Ch. 542.

12. Administration

- a. This Agreement shall be administered by the Boards of Selectmen of the Towns of Seabrook and Hampton in accordance with the above terms.

13. Term, Continuation, and Revocation of Agreement

- a. This Agreement shall begin at the execution of this document following approval by the New Hampshire Attorney General's Office pursuant to RSA 53-A: 3, V, and shall remain in effect as needed and shall continue until the New Hampshire Department of Transportation's completion of the new Seabrook-Hampton Bridge, estimated to be December 31, 2027 ("the Term"). This Agreement is intended to be temporary in nature. Either Seabrook or Hampton may revoke this Agreement by action of its Board of Selectmen without cause. If this Agreement is revoked by Seabrook, advance written notice thereof must be given to Hampton providing a reasonable time in which to make other arrangements for the proper disposal of sanitary sewage from the structures serviced by this Agreement; provided, that one hundred eighty (180) days' advance written notice shall be deemed reasonable in all cases, but shall not be mandatory. Termination of this Agreement shall be subject to review and approval of the New Hampshire Department of Environmental Services or its successor agency as to the other requirements for the proper disposal of the sanitary sewage collected and treated hereunder.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals by the respective Selectmen of the Towns of Seabrook and Hampton.

Need all the signatory lines.