

**Select Board Meeting**  
**Monday, November 22<sup>nd</sup>, 2021, 6:15 p.m.**  
**Nowak Room, Town Offices**  
**10 Front Street, Exeter NH 03833**

Meeting in the Nowak Room at the Town Office Building. For virtual access, see instructions below.

Watch this meeting on Channel 22, or EXTV Facebook <https://www.facebook.com/ExeterTV>, or YouTube <https://www.youtube.com/c/ExeterTV98>.

To access the meeting via Zoom, click this link: <https://exeternh.zoom.us/j/89237974435>

To access the meeting via telephone, call +1 646 558 8656 and enter Webinar ID 892 3797 4435

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 access instruction found 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. Non-Public Session
3. Public Comment
4. Proclamations/Recognitions
  - a. Proclamations/Recognitions
5. Approval of Minutes
  - a. Regular Meeting: November 15<sup>th</sup>, 2021
6. Appointments
7. Discussion/Action Items
  - a. Ben Anderson re: Sight Easement
  - b. Speed Limit Ordinance Update First Reading
  - c. Kingston Road Project Update – Jennifer Perry, DPW Director
  - d. Helpsy Textile Recycling Proposal – Jennifer Perry, DPW Director
  - e. Waste Management Contract Extension – Jennifer Perry, DPW Director
  - f. Recycle Bin Fees Public Hearing – Jennifer Perry, DPW Director
  - g. Outdoor Dining Ordinance Third Reading
8. Regular Business
  - a. Tax Abatements, Veterans Credits & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Select Board Committee Reports
  - e. Correspondence
9. Review Board Calendar

10. Non-Public Session

11. Adjournment

Niko Papakonstantis, Chair

Select Board

Posted: 11/19/21 Town Office, Town Website

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice.

AGENDA SUBJECT TO CHANGE

## Board Interviews

**Proclamations/Recognitions**



**Minutes**

Select Board Meeting  
Monday November 15, 2021  
7 PM  
Nowak Room, Town Offices  
Draft Minutes

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Lovey Roundtree Oliff, Daryl Browne, Niko Papakonstantis, and Town Manager Russ Dean were present at this meeting.

Also present were the Swasey Parkway Trustees Dwayne Staples and Darius Thompson.

The meeting was called to order by Mr. Papakonstantis at 7 PM.

2. Public Comment

Darius Thompson of 15 Drinkwater Road said that we put additional money into the sidewalk fund for Drinkwater Road a few years ago, but no work has been done. There are an increased number of families in that neighborhood. Can the Select Board recommend to Public Works that the sidewalk be extended to Prentiss Way? Also, regarding the 7 year contract for the Town Manager, he would like to see the position return to an employee-at-will status when the current contract expires in 2 years.

Mr. Papakonstantis said DPW Director Jennifer Perry is scheduled to come to the next meeting, and we can discuss the sidewalk plan in general at that time. Regarding the Town Manager contract, the Select Board voted 3-2 to award the town manager the 7 year contract. Mr. Thompson said this was done as a multi-year contract so that Mr. Dean's kids could go to school here. Mr. Dean is doing a great job, but he should be an employee-at-will. Mr. Papakonstantis said it's a guarantee in years, but there are provisions on both sides to end the contract. It's common for a municipality to give a contract that spans a number of years, typically 3 - 5. Many Town Managers are retiring, and it would be hard to find a good Town Manager. To revert back to a rolling one-year deal would not be in Exeter's best interest. Mr. Thompson said it's very difficult to end this contract. You would have to have a supermajority of voters or other provisions. Any subsequent position of this level should not have a multiyear contract without the approval of the town.

Mr. Dean said the DPW has a sidewalk program, and we have \$180,000 in a Capital Reserve Fund for sidewalk improvements. That would be something Ms. Perry could speak to. Public Works was thinking of Linden Street as the main focus because there was some potential Federal funding, but we're no longer sure that will go forward.

3. Proclamations/Recognitions

a. Ms. Gilman read the proclamation to shop small:

*Whereas, the municipality of the Town of Exeter celebrates our local small businesses and the contributions they make to our local economy and community;*  
*and*

*Whereas, according to the United State Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and*

*Whereas, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and*

*Whereas, 97% of Small Business Saturday shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and*

*Whereas, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and*

*Whereas, The Town of Exeter supports our local businesses that create jobs, boost our local economy, and preserve our communities; and*

*Whereas, advocacy groups, as well as public and private organizations, across the Country have endorsed the Saturday after Thanksgiving as Small Business Saturday.*

*Now Therefore, We, the Select Board of the Town of Exeter, New Hampshire, recognize November 27, 2021 as Small Business Saturday and encourage residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year. Dated this 15th day of November, 2021.*

4. Approval of Minutes

a. Regular Meeting: November 1, 2021

**MOTION:** Mr. Browne moved to approve the Exeter Select Board regular meeting minutes of Nov 1, 2021 as presented. Ms. Oliff seconded. All were in favor.

5. Appointments

a. There were no appointments at this meeting.

6. Discussion/Action Items

a. Tree Ordinance Third Reading

**MOTION:** Ms. Gilman moved to open the public hearing. Mr. Browne seconded. All were in favor.

Eileen Flockhart of the Tree Committee said there were two small changes: "warden" was changed to "tree warden," and the funding piece was eliminated, as it didn't belong in an ordinance.

**MOTION:** Ms. Gilman moved to close the public hearing. Mr. Browne seconded. All were in favor.

Ms. Cowan said "Board of Selectmen" should be changed to "Select Board."  
Ms. Gilman thanked the committee for all the work they put into the ordinance.  
Mr. Dean said this will be Chapter 23 of the Town Ordinances, and will stand alone.

**MOTION (not voted):** Ms. Gilman moved to accept the Exeter Tree Ordinance, with the correction of "Select Board" for "Board of Selectmen." Ms. Cowan seconded.

**MOTION:** Ms. Gilman amended her motion to refer to Chapter 23. Ms. Cowan seconded the amended motion. All were in favor.

b. Swasey Parkway Discussion

Dwayne Staples opened the meeting of the Swasey Parkway Trustees at 7:18 PM. Trustee Dave Short was not present but there was a quorum.

Mr. Papakonstantis said the Select Board did not have the legal authority to keep the Parkway closed, but opened it one-way only to limit safety concerns. We have received a lot of correspondence both for and against keeping the roadway closed.

Mr. Staples said his feeling is that the Parkway is now being used a little more by our senior residents. The one-way seems to have alleviated a lot of the speeding concerns. People are still walking, biking, and skateboarding in the road. It was a good compromise to have it open one-way.

Mr. Staples asked, if we close the road, how does that affect the LWCF status the Parkway is under? Assistant Town Manager Melissa Roy said LWCF is the Land Water Conservation Fund, a federal program to purchase and develop parkland, and the property must stay as parkland in perpetuity. In 1992, the Town of Exeter submitted for LWCF funding for Brickyard Park; as part of that project, we were going to put a kiosk into Swasey Park, which put the Parkway into LWCF discretion. The project cost was \$56,000, and the LWCF funding was \$28,000. The LWCF would not have an opinion on whether the roadway would be open or closed, but Swasey Parkway must stay a park in perpetuity. Mr. Staples said the Sewer Dept said the road would need to be closed for some time for the siphons project, and Mr. Bisson said we would need to tell the State as part of the LWCF. Why is that the case? Ms. Roy said because a section of the Park would be fenced off. We have to notify LWCF any time a part of the park is shut down from access. It wouldn't be in violation because the other part of the park would be accessible. Mr. Staples asked if the Parkway can come out of LWCF discretion, and Ms.

Roy said yes, if we petition the State and provide a piece of property of equal value (not necessarily monetary, but the value of the park itself).

Mr. Thompson said there's no kiosk on Swasey Parkway. Where's the funding for the kiosk? There should be money set aside somewhere. Ms. Roy said she doesn't have that information and would have to look into it.

Florence Ruffner said when she was a Park Trustee, this topic came up, and she heard that the project ran out of funds. The money was actually used for Brickyard Field.

Mr. Thompson said if the funds were used for other locations, is Swasey Park still under LWCF? Ms. Roy said we're going to look into it with the State.

Mr. Staples asked if the Trustees could put in an information kiosk for \$2,500. Mr. Dean said the Select Board is overseeing the Trust, and it could be done. Mr. Papakonstantis said the Trustees can make that recommendation.

Mr. Dean said there are three buckets of money for Swasey, one with the Trustees, one with the Trustees of Trust Funds, and interest gained from the Trust itself managed by the Select Board.

Ms. Roy said if we want to apply for further LWCF funding, Mr. Bisson has wonderful contacts at the State.

Mr. Papakonstantis said to close the road, it would have to go to Town Meeting and then to the State. Mr. Dean said we would have to get approval from the Division of Charitable Trusts and the Probate Court.

Sally Ward of 72 Park Street said she was originally in favor of closing the road, but there's been some talk about the pros and cons. Having one-way traffic is part of the solution. Could we make it so that there was no through traffic? Those who need to drive to enjoy the Parkway could park at one end. That wouldn't be closing the Parkway totally to traffic.

Susan Drinker said if we open only one end, how do we pay for that? Mr. Papakonstantis said that would have to be part of the warrant article. Mr. Dean said got a quote a few years ago for closing one end with a turnaround at \$26,000. Presumably the cost has increased since then.

Bruce Jones said he is in favor of shutting the Parkway down. Kids are riding their bikes in the road. It would make a safer place for people to walk.

Jackie Bonci of 8 Lincoln Street is in favor of closing the Parkway. When it was closed, we were able to make more use of the space. With the road open to one-way traffic, it's more like a freeway.

Anne Surman of 14 Cullen Way said the one-way policy is a good compromise. The Trust was set up to have a road going through it for pleasure vehicles. She's concerned about not allowing what Ambrose Swasey put money towards. Can we decide that we don't want to do something specified in a Trust anymore?

Bruce Jones asked how we will prevent speeding there.

Mr. Dean said the Select Board can terminate the Trust after 50 years of its existence. That's in the original Trust documents.

Laurie Newman of 35 Blackford Drive said she appreciated having it closed during Covid. It was used by a more diverse population of the town. She would support a way for people who need to drive there being able to access.

Florence Ruffner of 5 Pine Street said she doesn't think that one-way traffic is compatible with pedestrian traffic. It's a safety concern. If you need the road for vehicular traffic, you could close off one end for people who are handicapped to park.

Ms. Oliff asked Mr. Dean about eliminating the Trust. Mr. Dean said it says in the Trust Document that the Select Board are the overseers of the trust and may terminate it after 50 years of existence, or 1979. Ever since that time, the Board has had the ability to eliminate the Trust. The money would come back to the Town from Key Bank where it's managed today. We would probably have to put something on file with Charitable Trust that we plan to terminate.

Ms. Cowan said she's been in favor of closing the Parkway to traffic for years, although she is sympathetic to those who can't use the Parkway without driving. There are a lot of vehicles that speed through there. We don't need that road as an access point. We have to adapt and change what was in the Trust. She's in favor of making the Parkway accessible to different uses, which would be to close the Parkway to through traffic.

Ms. Gilman said she would like to see vehicular access but not necessarily for cars to drive through. She would like to see people enter and be able to turn around, which she understands would cost money. It could still be open to pleasure vehicles, but in a defined area.

Mr. Browne said honoring the Trust may be a liability for the taxpayers if there were a lawsuit. The Parkway being open to cars at all is begging to lose money.

Mr. Staples said during the sewer project, there was a design for a turn around or parking space. Ms. Gilman said it was too expensive and there was never a good design for it. It wasn't voted on either way by the Board.

Mr. Staples asked how they would determine which end to close, and Mr. Papakonstantis said the DPW would likely come up with a few options. Mr. Staples asked that the Trustees be involved. The Trustees have a lot of history down there and have valuable insight into how it should be managed. Ms. Gilman said we're not looking at dissolving the Swasey Parkway Trustees, but the Trustees of the funds.

Florence Ruffner said at the Newfields Road end, there's a lot of open green space on that end that could be used as a turn-around. Mr. Staples said when we talked about planting trees, he was told that nothing could go on the pipeline, which goes right through there. Regarding the kiosk, it would be nice to know where they're planning on putting it and what the design would be.

Adele Robertson of 106 Front Street, who was attending remotely on Zoom, said she would like to see it utilized as a through-way for pedestrians. She would like to see people able to park on the left side of the street. Perhaps the access could be managed with paint.

Mr. Papakonstantis said he would like the DPW to come up with a couple different options and costs for parking and a turn around in Swasey Parkway. Regarding the Trust, as time moves on, it's open to building upon it. Dissolving the Trust doesn't seem like the right thing to do. He would like the voters to decide the next steps. We need to take into consideration how Public Works will plow it and how Public Safety will access it. He would like to see Mr. Dean write a draft warrant article.

Mr. Staples moved that the Board of Trustees adjourn their meeting. Mr. Thompson seconded. The motion passed 2-0 and their meeting adjourned at 8:17 PM.

c. COVID update

Chief Wilking said Covid seems to be getting worse, both in the nation and in NH. The State is very concerned about our children. As of Friday, 667 of the 1,077 cases were children under the age of 18. However, Exeter's numbers are very stable.

Mr. Murray said there is a vaccine clinic this Saturday for 5 - 11 year olds at the SAU. We have 800 doses right now, and are hoping that will get us through the two-dose series, but we might get as many as 520 students. We can order more for a second dose if necessary. We're ordering Moderna and Pfizer boosters for town staff, which we could have as early as this Friday. He has a meeting tomorrow with Exeter Housing authority for a booster clinic.

Ms. Roy said we have 7 town employees who are Covid positive, 4 of which are breakthrough cases and 3 unvaccinated. Each of these employees will have to quarantine for 10 days. The town's Covid leave policy, which gave an employee 80 hours of leave time, has expired. We propose offering Covid leave options to those employees that have tested positive. We're trying to incentivize employees to get tested.

Mr. Dean said he would propose making it retroactive to October 1st.

Mr. Papakonstantis asked if we've worked out the additional costs to providing this additional paid time vs the costs of not providing it. Ms. Roy said if several people in a single Department go down, it could be very serious. The first option we'd provide would be to work remotely if possible, but not all positions can be remote. It's easier for us to cover one or two employees rather than five or six. Mr. Papakonstantis said by not offering this, we're not only putting employees at risk, we're putting the public at risk. Ms. Roy said childcare isn't in the proposal; if the leave were for a sick child, the employee would have to use their time. We want to support employees but this is a compromise.

Ms. Gilman asked if the unions have been part of this conversation. Ms. Roy said not yet, but currently there are no leave options, so they're unlikely to turn down the option. She can reach out to the Union Presidents to see if there is an issue.

Mr. Browne asked if there's a confidentiality aspect to this leave. Ms. Roy said HR and the Town Manager's office and the Health Officer are notified of an employee's Covid status. The rest is on a need-to-know basis.

Ms. Roy said we came up with five safety measure proposals. 1) We could require employees to wear masks at work when they're unable to socially distance. 2) We could require masks for all employees for 14 days, to see if there is more spread, then reevaluate. 3) We could require only unvaccinated employees to wear a mask. She added that all proposals would go to Town Counsel for review. 4) We could require employees and Committee members to mask. 5) We could continue the status quo of masks being optional and monitor the situation. We haven't had this many employees test positive through the whole pandemic, so maybe it is an anomaly.

Ms. Cowan said she's in favor of masking and vaccinations. Ms. Gilman said it's time to mask up again.

Mr. Browne said vaccination should be removed from the considerations, since a number of the positive cases were already vaccinated.

Ms. Roy said the Fire Station is under a different set of rules. Because they are on a 24-hour shift, any unvaccinated firefighter that would become Covid positive, wearing a mask or not, would be considered a household contact.

Mr. Browne said masks will do something to stem the transmission.

Mr. Papakonstantis asked if the employees that have their own offices could be unmasked when alone. Mr. Dean said yes. Ms. Roy said if you're not within six feet of someone you likely wouldn't have to have a mask. Mr. Papakonstantis said Boards and Committees are within six feet of each other, and should be included in the rules.

Ms. Roy said HR can mediate if there are discrepancies in office spaces, but she's not sure what to do if there isn't compliance. We want to support our employees and not have this be a penalty.

Ms. Cowan said she doesn't think we can require vaccinations. She doesn't want to require masks just for people who are unvaccinated. If people who trust each other share an office, they could be a pod. She doesn't need to see total compliance all the time if it's contentious, but if having penalties in place from the Select Board is helpful we can put that into place. Meetings between Departments or with the public should be masked.

Mr. Browne said tasking management with enforcing this is not necessary. We're trying to avoid presenteeism and positive cases. We should simply share that information with employees to get them to comply.

Mr. Dean said we've solicited a number of different communities about what they're doing, and that information is in the Board packet. For example, Rochester requires masks only for staff that have not been vaccinated, not for the public.

Mr. Browne asked if any health organizations have guidelines for public masking. Mr. Murray said there are just recommendations. The CDC recommends wearing masks where appropriate, especially in areas with substantial or high transmission. Exeter is in high transmission.

Mr. Browne said we could post something like "per CDC guidelines, please wear a mask."

**MOTION:** Ms. Cowan moved to endorse the emergency Covid leave proposed draft as submitted. Mr. Browne seconded. All were in favor.

Ms. Gilman asked if Ms. Roy could think further about the childcare issue.

**MOTION (not voted):** Ms. Cowan moved to require interdepartmental meetings, meetings to conduct town business with citizens, contractors, bidders, etc, and town committee meetings that are held on town property to be masked per CDC guidelines per transmission rates, effective immediately. Ms. Gilman seconded. Ms. Oliff asked if this should have an end date. Ms. Roy said the leave policy goes through Feb 28, 2022, so the masking could line up with that. Mr. Dean suggested having it run through the end of the year. Ms. Cowan said she would prefer it to expire with the Covid leave policy. Ms. Oliff said she'd prefer to go month by month,



which would allow flexibility and may make for more buy-in. Mr. Papakonstantis said we can always come back as a Board and revisit this. Ms. Roy said we can give the Board status updates.

**MOTION:** Ms. Cowan amended her motion to include Feb 28, 2022. Ms. Gilman amended her seconded. All were in favor.

d. Outdoor Dining Ordinance Second Reading

**MOTION:** Ms. Gilman moved to open the public hearing on the outdoor dining ordinance. Mr. Papakonstantis seconded. All were in favor.

There were no members of the public present, so no public comment.

**MOTION:** Ms. Gilman moved to close the public hearing. Ms. Cowan seconded. All were in favor.

The third reading will be next week.

e. ADA Policy Updates

Mr. Papakonstantis said the ADA policy was updated to reflect that the new ADA Coordinator will be Building Inspector Doug Eastman, who will be assuming that role from Chief Poulin.

**MOTION:** Ms. Gilman moved to adopt the amended policy #00-24, Grievances under the Americans with Disabilities Act. Mr. Browne seconded. All were in favor.

7. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

**MOTION:** Ms. Gilman moved to approve a Solar Exemption for 94/1 in the amount of \$7,000 for tax year 2022. Mr. Browne seconded. All were in favor.

**MOTION:** Ms. Gilman moved to approve a tax abatement for 64/105/53 in the amount of \$250 for tax year 2021. Mr. Browne seconded. All were in favor.

Mr. Dean said the interest waiver request is based on a bill not being delivered to the applicant. There was a property change of hands, and the people that bought the property did not receive a tax bill.

**MOTION:** Ms. Cowan moved to waive the interest of \$68.30. Mr. Browne seconded. All were in favor.

b. Permits & Approvals

- i. A letter from Tonry Farm regarding a Christmas sign on the end of Route 88. They want to put up the sign through December 24th. This is approved annually.

**MOTION:** Ms. Gilman moved to approve a sign location request from Tonry Christmas Trees from Nov 24 - Dec 24 2021. Mr. Browne seconded. All were in favor.

**c. Town Manager's Report**

- i. There was an Omniballot demonstration today. This is a system that helps visually impaired residents with voting. We're looking to use a \$4,500 Elections surplus to implement it. It will be a big improvement. It has an annual cost of \$5,000 for the first five years but goes up a little after that.
- ii. There's a Town Hall survey from the Arts and Culture Commission. He met with Tony Callandrello about a Capital Reserve Fund for Town Hall improvement projects. We would be looking to have that on the warrant, as well as an article to amend the agents of the existing Arts Trust Fund to the Arts and Culture Commission.
- iii. Regarding Zoom and Committee members, certain committees are having members Zoom in, but a quorum of the body has to be physically present for the meeting to go forward. Any Zoom attendee triggers roll call votes. Also, the remote attendee has to say why it was a hardship to attend. This is a 91-A compliance issue.
- iv. On Tuesday and Thursday there are BRC meetings.
- v. He met with the Community Power Aggregation Committee last week to go over the Community power plan. There will be two public hearings, Nov 29 and Dec 13. The Board will see a presentation on that. Ms. Gilman said Wed November 17 at 7 PM is an Energy Q&A session.

**d. Select Board Committee Reports**

- i. Ms. Oliff said that at the Arts and Culture Committee meeting on Tuesday, there was a conversation about Tony coming in to update the Select Board about the warrant that he discussed with Mr. Dean. There was a follow-up to the update on the \$20,000 that Parks and Rec brought in. There was interest in Swasey related to Arts and Culture. There was a Housing Committee meeting on Friday that she did not attend.
- ii. Ms. Cowan said the Planning Board meeting was cancelled, but we have one on Thursday.
- iii. Ms. Gilman said in the Energy Committee, there's a trifold presentation on community power aggregation. She attended the Facilities Committee, her first meeting with them. They're moving up the Facilities Conditions Assessment to a higher priority, and considering putting the ADA study into that rather than have it be separate. The Heritage Commission had several demolition reviews. 8 Gilman Lane is owned by PEA, and the Commission said it was ok for demolition because it had been so changed, but asked for a sign or plaque re the history of the building. Another review for 43 Front Street, the Baptist Church, which is planning to make changes to the roof. The HDC heard a request for window

replacement on Water Street. This week the HDC will be considering the Academy's proposed housing project for 135 High Street. The Rec Advisory Board met to talk about Park Street Common.

- iv. Mr. Browne attended the Conservation Commission meeting, where they discussed Rose Farm. A resident asked for an easement, but it was handed to the Select Board. The Communications Committee is looking for more direction, such as where to create more content.
- v. Mr. Papakonstantis attended the Police and Fire BRC meeting and watched the BRC Parks and Rec meeting on TV.
- vi. Ms. Gilman said Arts & Culture wants to air condition the Town Hall, while the Energy Committee has gotten price quotes for insulating Town Hall attic. We have too many committees discussing similar things that are not communicating. She suggested that Select Board members could write something about the meetings they attended that would go in the packet.

e. Correspondence

- i. The 2021 Rockingham County Tax Warrant, at a total of \$2,081,093. Mr. Dean said this is the standard county warrant that we need to pay each year.
- ii. A list of important dates statewide between now and Town Meeting.
- iii. A copy of the Rockingham County state and fiscal recovery report.
- iv. An Eversource license to construct and maintain electric lines over Exeter and Brentwood
- v. Several emails sent in re Swasey Park.
- vi. An email from the Chair of the Police Stakeholders Commission, Anne Surman. She is recommending dissolving the commission. They can continue meetings with the Police Department as community members. They came before the Board in June and we asked them what the next steps were, and they didn't have an answer. Ms. Cowan said there's more work to do, but maybe not within the purview of this committee.

**MOTION:** Ms. Oliff moved to dissolve the Police Stakeholders Committee, effective immediately. Mr. Browne seconded. All were in favor.

8. Review Board Calendar

- a. November 22nd, December 6, and December 20

9. Public input

Fire Chief Wilking said for the holiday parade on Dec 4th, the Select Board will be walking, as the engine is not available. Ms. Gilman said that it was not typical that the Board would ride.

10. Non-Public Session

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

11. Adjournment

**MOTION:** Ms. Gilman moved to adjourn. Ms. Cowan seconded. All were in favor and the meeting adjourned at 9:47 PM.

**Respectfully Submitted,  
Joanna Bartell  
Recording Secretary**

## Appointments

**Board and Committee Appointments**  
**November 22<sup>nd</sup>, 2021**

**Resignations**

**Communications Advisory Committee**  
Bevin Kennedy

**Community Power Aggregation Committee**  
Julie Labranche

**Discussion /Action Items**

**Sight Easement: 66 Newfields Road**





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## Fwd: Select Board Mtg | The Word Barn

1 message

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**Niko Papakonstantis** <npapakonstantis@exeternh.gov>

Fri, Nov 19, 2021 at 10:25 AM

To: Pam McElroy <pmcelroy@exeternh.gov>, Russ Dean <rdean@exeternh.gov>

Please include in the packet

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

From: **Ben Anderson** <ben@brightandlyon.com>

Date: Fri, Nov 19, 2021 at 10:18 AM

Subject: Re: Select Board Mtg | The Word Barn

To: Niko Papakonstantis <npapakonstantis@exeternh.gov>

Niko -

Sarah and I would like to submit the attached request for consideration.

Apologies for not getting this to you earlier.

Please let us know if you have any questions, or need any additional information.


With thanks,

Ben & Sarah  
66 Newfields Road

**Ben Anderson**  
Bright & Lyon Productions | The Word Barn  
[www.brightandlyon.com](http://www.brightandlyon.com) | [www.thewordbarn.com](http://www.thewordbarn.com)

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 **RequestforConsideration66Newfields.pdf**  
3141K

Niko Papakonstantis, Chair  
Select Board  
Town of Exeter, NH

Friday, November 19, 2021

Dear Niko,

We would like to request our property (66 Newfields Road) be given a 5'-10' sight easement in the area indicated on the attached map along Newfields Road (RT 85) of Raynes Farm, 61 Newfields Road, Exeter, for our lower field access road.

We currently have an agreement with the Conservation Committee and Raynes Farm Stewardship Committee to maintain this roadside area, however, NH DOT is requiring we solidify this sight easement before they will certify that this entry point meets criteria and is in compliance.

A sight easement does nothing but ensure growth or other obstructions that could interfere with the visibility of vehicles is kept clear.

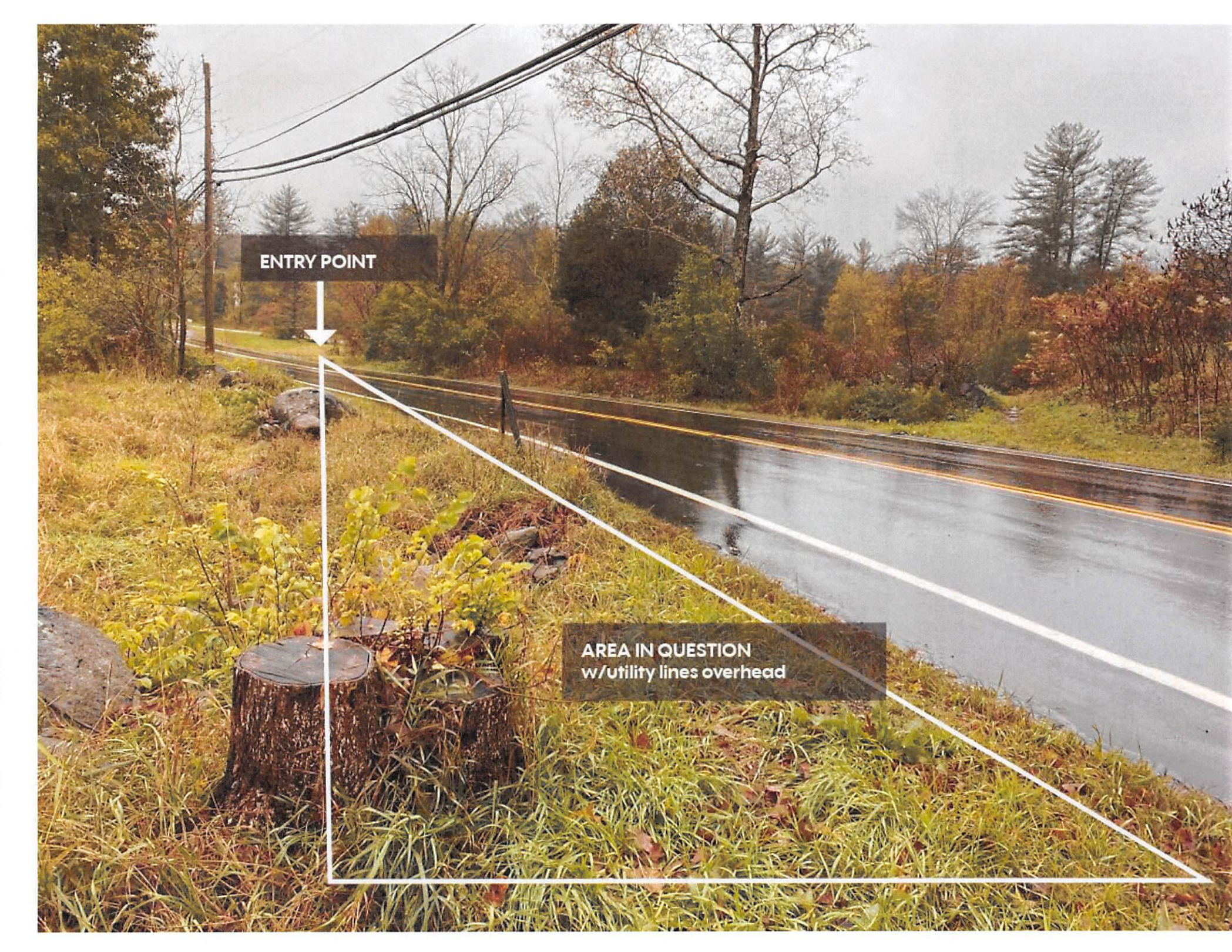
Beyond improving sight lines for our lower field access road, regular maintenance of this area improves public safety for regular (vehicle/bike/ped) traffic along RT 85, as well as Raynes Farm own access roads. This area is within normal DOT ROW, as well as under a utility line.

The Conservation Committee voted 7-0 in favor of recommending the Town of Exeter grant this sight easement.

Thank you for your consideration,

Ben & Sarah Anderson  
66 Newfields Road, Exeter, NH





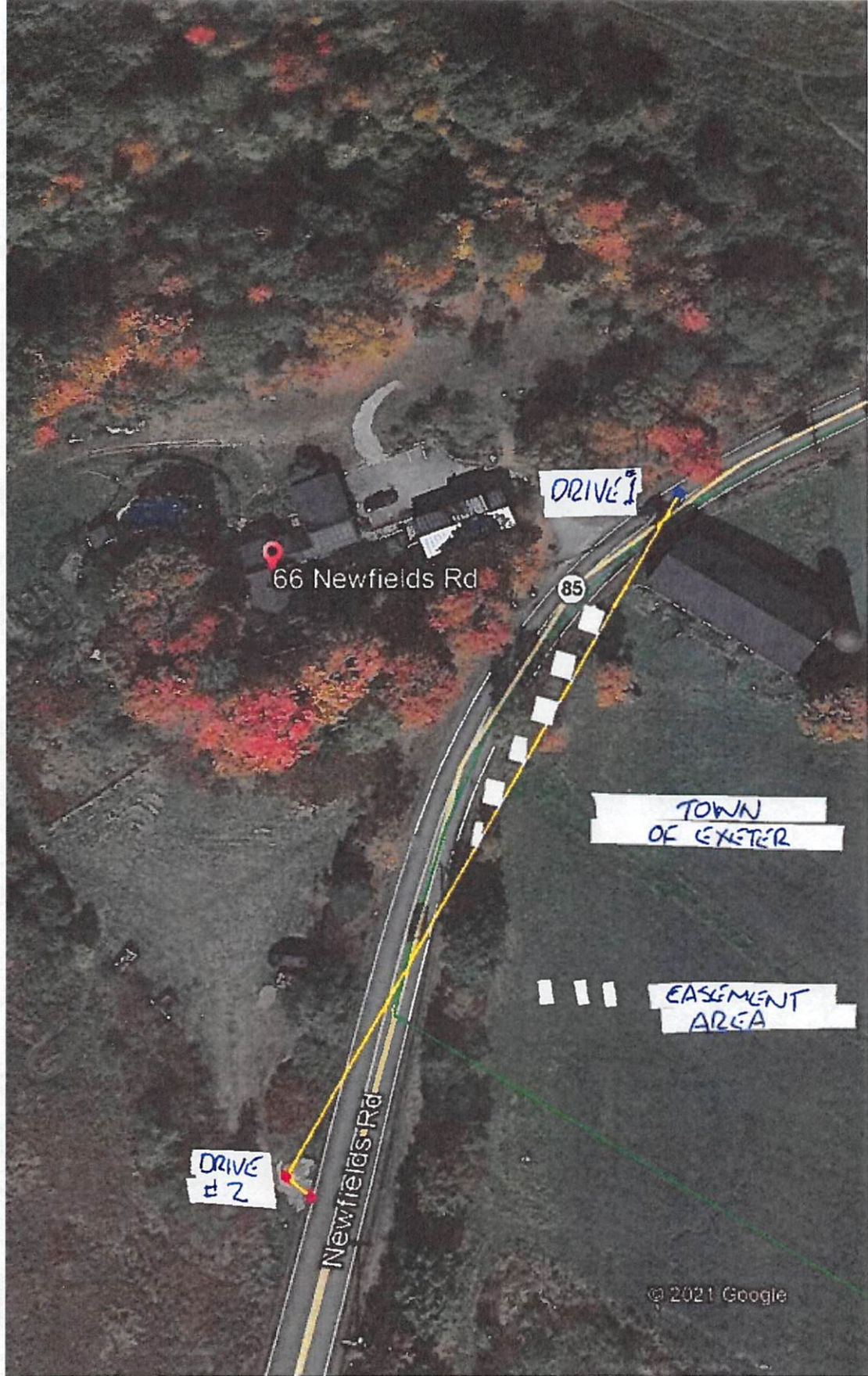
**ENTRY POINT**

**AREA IN QUESTION  
w/utility lines overhead**









66 Newfields Rd

DRIVE #1

85

TOWN OF EXETER

EASEMENT AREA

DRIVE #2

Newfields Rd

© 2021 Google

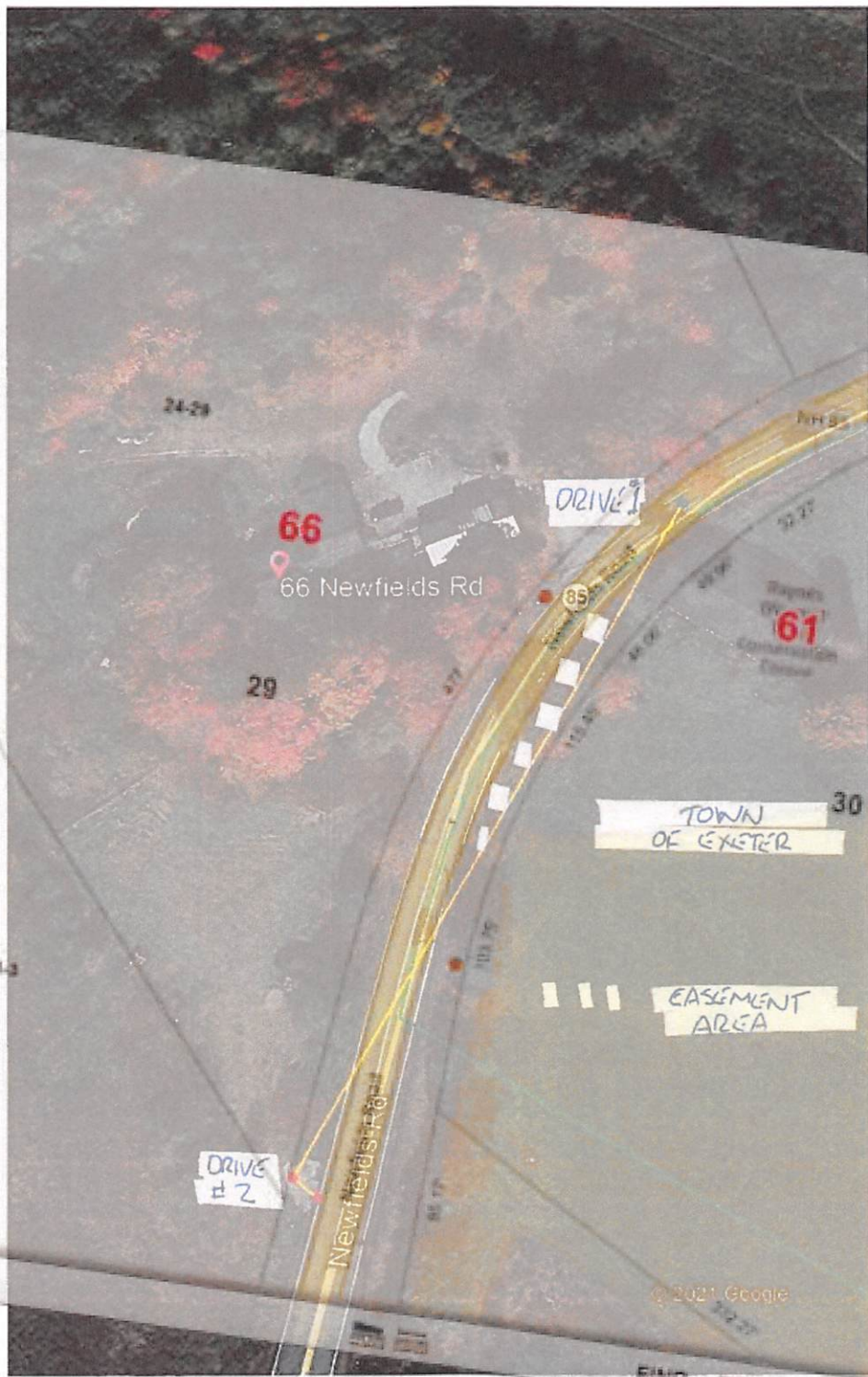
11-3-2021



About

Layers

PeopleGIS



TOWN OF EXETER

EASEMENT AREA

DRIVE #2

DRIVE 1

66  
66 Newfields Rd

61  
61

11-3-2021

FIND ZOOM FOLLOW

100 ft 50 ft



Ben Anderson &lt;ben@brightandlyon.com&gt;

---

**Select Board Mtg | The Word Barn**

---

**Andrew Koff** <drewkoff@gmail.com>  
To: Ben Anderson <ben@brightandlyon.com>

Tue, Nov 16, 2021 at 5:27 PM

Hello Ben- This email servers as the conservation commission recommendation letter for the town to grant a sight line easement to you as discussed and voted on during our November 9,2021 meeting. The area in question is within the existing ROW so the commission fully supported this request with a vote of 7-0. Please let me know if you need anything else from us to resolve this matter.

Regards,  
Andrew Koff  
Chair of the conservation commission

[Quoted text hidden]





*Victoria F. Sheehan*  
*Commissioner*

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*William Cass, P.E.*  
*Assistant Commissioner*

October 8, 2021

Mr. Ben Anderson  
The Word Barn  
66 Newfields Road  
Exeter, N.H. 03833

Exeter, NH 85, 66 Newfields Road, The Word Barn

Dear Mr. Anderson:

In response to our August 31, 2021 email to you, on September 24, 2021, we received a copy of a letter from the Exeter Conservation Commission that grants permission for you to clear trees and brush on their land in order to achieve 400 ft. of sight distance for a proposed driveway. This agreement will need to be formalized in easement deed along with a plan that is to be recorded at the Rockingham County Registry of Deeds.

This easement needs to state that you, your heirs and assigns, as well as the NHDOT, have to right to maintain the required 400 feet of safe sight distance from the second driveway that you have requested. Attached is an easement template.

Please contact Kerry Locke at (603) 868-1133 if you have any questions on this matter.

Very Truly Yours,

Roger L. Appleton P.E.  
Assistant District 6 Engineer

cc: Town of Exeter



**EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS THAT I/WE**

[married/single] of

Address \_\_\_\_\_ City/Town of \_\_\_\_\_

State/Commonwealth of \_\_\_\_\_ zip code \_\_\_\_\_ for good and

valuable consideration grant to the State of New Hampshire, whose address is P.O. Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, the following described property right(s) on land of the

Grantor located in the [Town/City] of \_\_\_\_\_ County of \_\_\_\_\_

State of New Hampshire and shown as Parcel \_\_\_\_\_ on a Plan of \_\_\_\_\_

\_\_\_\_\_ on file in the records of the New Hampshire Department

of Transportation and to be recorded in the \_\_\_\_\_ County Registry of

Deeds.

**Sight Line Easement:**

[Granting][And also granting] the right to clear and to keep clear land of the Grantor(s) abutting or near [US/NH] Route \_\_\_\_\_ [Road] from any structure, growth or other obstruction that may interfere with the line of sight or visibility of vehicles as shown on the above-referenced Plan in accordance with the standard practice of highway construction.

Being an interest in that property recorded \_\_\_\_\_, 20\_\_\_\_, at the \_\_\_\_\_ County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

Grantor, and \_\_\_\_\_, [wife/husband] of said Grantor, release to The State of New Hampshire all rights of homestead and other interests therein, as it pertains with the above conveyance.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE/Commonwealth of \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name(s) of person(s)].

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

## Speed Limit Ordinance Update

**CHAPTER 2 SPEED LIMITS****201 Speed Limits**

It shall be unlawful for any person to operate a motor vehicle on a public way in the urban compact area of the Town of Exeter at a speed greater than 30 miles per hour, unless otherwise provided by subsections of this Chapter.

**202 20 – miles per hour**

It shall be unlawful for any person to operate a motor vehicle in excess of 20 miles per hour on any of the following streets, highways and/or public ways:

Bayberry Lane  
Westside Drive subdivision  
Colonial Drive  
Swasey Parkway

**203 25 – miles per hour**

It shall be unlawful for any person to operate a motor vehicle in excess of 25 miles per hour on any of the following streets, highways and/or public ways.

Court Street from Front Street to Bell Avenue  
Front Street from Water Street to Westside Drive  
Garfield Street  
Main Street  
Riverbend Circle  
Water Street  
Linden Street from Front Street until the 2<sup>nd</sup> bridge  
Watson Road  
Beech Hill Road  
Old Town Farm Road  
Oaklands Road  
Pine Street  
Pickpocket Road  
Drinkwater Road (top section)  
Cross Road  
Juniper Ridge Road  
Epping Road from Main Street to Cummings Court  
Summer Street  
Park Street  
Clifford Street  
Elliot Street  
Gary Lane  
Great Hill Court  
John West Road  
Kimball Road

Crestview Drive  
 Washington Street  
 Winter Street  
 Gill Street  
 Columbus Avenue  
 Brentwood Road from Epping Road to Millstream  
 Greenleaf Drive  
 Dog Town Road  
 Brookside Drive  
 Red Berry Lane  
 Birch Road  
 Jubal Martin Road  
 Park Street  
 Chestnut Street  
 Jady Hill Avenue  
 Webster Avenue  
 Bittersweet Lane  
 Buzell Avenue  
 Ashbrook Road  
 Guinea Road  
 Phinney Lane

204 35 – miles per hour  
 It shall be unlawful for any person to operate a motor vehicle in excess of 35 miles per hour on any of the following streets, highways or public ways.

205 20 – miles per hour / School Zones  
~~It shall be unlawful for any person to operate a motor vehicle in excess of 20 miles per hour in any school zone while children are at recess or going to or leaving school.~~

In a posted school zone, at a speed of 10 miles per hour below the usual posted limit from 45 minutes prior to each school opening until each school opening and from each school closing until 45 minutes after each school closing (RSA 265:60).

206 Basic Rule and Maximum Speed  
 No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event, speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the highway in compliance with legal requirements and duty of all persons to use due care.

207 Speed Exception  
 The speed limitations set forth in this Chapter shall not apply to vehicles when

operated with due regard for safety under the direction of the law enforcement officers in the case of apprehension of violators of the law or of persons charged with or suspected of any such violation, in response to a fire alarm, nor to public or private ambulances or other emergencies. This exemption shall not, however, protect the driver of any such vehicle from the consequences of a reckless disregard of the safety of others.

#### 210 Penalties

~~A person violating any provision of Chapter 2 of the traffic code shall be punished by a fine of not more than one hundred (\$100.00) dollars for each offense~~

Any violation of Chapter 2 of the traffic code may be punishable according to the New Hampshire Revised Statutes Annotated: CHAPTER 265 RULES OF THE ROAD Speed Limitations Section 265:60



# TITLE XXI

## MOTOR VEHICLES

### CHAPTER 265

### RULES OF THE ROAD

### Speed Limitations

#### Section 265:60

##### **265:60 Basic Rule and Maximum Limits. –**

I. No person shall drive a vehicle on a way at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle, or other conveyance on or entering the way in compliance with legal requirements and the duty of all persons to use due care.

II. Where no hazard exists that requires lower speed for compliance with RSA 265:60, I, the speed of any vehicle not in excess of the limit specified in this section or established as hereinafter authorized shall be prima facie lawful, but any speed in excess of the limit specified in this section or established as hereinafter authorized shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful:

(a) In a posted school zone, at a speed of 10 miles per hour below the usual posted limit from 45 minutes prior to each school opening until each school opening and from each school closing until 45 minutes after each school closing.

(b) 30 miles per hour in any business or urban residence district as defined in RSA 259:118;

(c) 35 miles per hour in any rural residence district as defined in RSA 259:93, and on any class V highway outside the compact part of any city or town as defined in RSA 229:5, IV;

(d) 55 miles per hour in other locations, except as provided in (e);

(e) 65 miles an hour on the interstate system, the central New Hampshire turnpike and the eastern New Hampshire turnpike in locations where said highways are 4-lane divided highways or other divided highways of 4 or more lanes, except that the speed limit on the portion of I-93 from mile marker 45 to the Vermont border shall be 70 miles per hour.

(f) On a portion of a highway where officers or employees of the agency having jurisdiction of the same, or any contractor of the agency or their employees, are at work on the roadway or so close thereto as to be endangered by passing traffic, at a speed of at least 10 miles per hour below the usual posted limit. The speed shall be displayed on signs as required by RSA 265:6-a.

(g) For a vehicle equipped with a transponder, 25 miles per hour through a toll booth or gate that is equipped with a transponder reader for automated toll collection except for an open road tolling lane and except that at toll booths staffed by toll collectors drivers whose vehicles are not equipped for automated tolling shall come to a full stop at the toll booth so that the attendant may collect the toll.

(h) In the toll collection area of an open road tolling lane, at a speed greater than is reasonable and prudent for the conditions and actual and potential hazards existing at the time or greater than a per se maximum speed of 65 miles per hour, whichever is less.

III. The limits specified in subparagraphs II(e) and II(g) shall be the maximum lawful speed and no person shall drive a vehicle on said ways at a speed in excess of such maximum limit. The prima facie speed limits set forth in this section may be altered as authorized in RSA 265:62.

IV. The driver of every vehicle shall, consistent with requirements of paragraph I, drive at an appropriate reduced speed when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hillcrest, when traveling upon any narrow or winding roadway, and when special hazard exists with respect to pedestrians or other traffic by reason of weather or highway conditions.

V. The fines for violation of subparagraphs II(a)-(d) shall be as follows:

Miles per hour above the limit specified:

1-10 \$50  
11-15 75  
16-20 100  
21-25 200  
26+ \$350

The fines listed in this paragraph shall be plus penalty assessment.

VI. The fines for violations of subparagraph II(e) shall be as follows:

Miles above the 65 mph limit:

1-5 \$65  
6-10 100  
11-15 150  
16-20 250  
21+ 350

Miles above the 70 mph limit:

1-5 \$65  
6-10 100  
11-15 200  
16-20 300  
21+ 400

The fines listed in this paragraph shall be plus penalty assessment.

**Source.** 1905, 86:8. 1909, 154:4. 1911, 133:13. 1921, 119:13. PL 103:17. 1927, 76:2. 1937, 125:1. RL 119:29. 1949, 286:1. RSA 263:53. 1963, 330:1. RSA 262-A:54. 1965, 335:1. 1979, 358:4. 1981, 146:1. 1987, 217:1. 1988, 245:11. 1989, 164:1. 1997, 11:1. 1999, 73:1. 2005, 177:42. 2010, 51:2, 3. 2013, 192:1, eff. Jan. 1, 2014. 2015, 202:8, eff. Jan. 1, 2016. 2018, 160:1, eff. Aug. 3, 2018.

**EXETER TOWN ORDINANCES AMENDMENT – CHAPTER 2**  
**Chapter Two - Speed Limits is hereby amended as follows:**

- Add:           202   Colonial Drive  
                      Swasey Parkway
- Add:           203   Linden Street from Front Street until the 2<sup>nd</sup> bridge  
                      Watson Road  
                      Beech Hill Road  
                      Old Town Farm Road  
                      Oaklands Road  
                      Pine Street  
                      Pickpocket Road  
                      Drinkwater Road (top section)  
                      Cross Road  
                      Juniper Ridge Road  
                      Epping Road from Main Street to Cummings Court  
                      Summer Street  
                      Park Street  
                      Clifford Street  
                      Elliot Street  
                      Gary Lane  
                      Great Hill Court  
                      John West Road  
                      Kimball Road  
                      Crestview Drive  
                      Washington Street  
                      Winter Street  
                      Gill Street  
                      Columbus Avenue  
                      Brentwood Road from Epping Road to Millstream  
                      Greenleaf Drive  
                      Dog Town Road  
                      Brookside Drive  
                      Red Berry Lane  
                      Birch Road  
                      Jubal Martin Road  
                      Park Street  
                      Chestnut Street  
                      Jady Hill Avenue  
                      Webster Avenue  
                      Bittersweet Lane  
                      Buzell Avenue  
                      Ashbrook Road  
                      Guinea Road  
                      Phinney Lane



Change: 205 “It shall be unlawful for any person to operate a motor vehicle in excess of 20 miles per hour in any school zone while children are at recess of going to or leaving school.” to “In a posted school zone, at a speed of 10 miles per hour below the usual posted limit from 45 minutes prior to each school opening until each school opening and from each school closing until 45 minutes after each school closing (RSA 265:60).”

Change: 210 “A person violating any provision of Chapter 2 of the traffic code shall be punished by a fine of not more than one hundred (\$100.00) dollars for each offense.” to “Any violation of Chapter 2 of the traffic code may be punishable according to the New Hampshire Revised Statutes Annotated: CHAPTER 265 RULES OF THE ROAD Speed Limitations Section 265:60.”

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Exeter Select Board

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Niko Papakonstantis, Chair

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Molly Cowan, Vice Chair

---

Julie Gilman, Clerk

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Lovey Roundtree Oliff

---

Daryl Browne

First Reading: 11/22/21

Second Reading:

Third (final) Reading:

Adoption Date:

Effective Date:

## Kingston Road Project Update

## Helpsy Textile Recycling Proposal



# EXETER PUBLIC WORKS DEPARTMENT

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

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

## MEMO

DATE: November 19, 2021

TO: Exeter Select Board  
Russell Dean, Town Manager

FROM: Jennifer R. Perry, P.E., Public Works Director  
Jay Perkins, Sr., Highway Superintendent

RE: Textile Recycling Program Proposal

---

In the interest of continuing and increasing the appropriate diversion of materials that can be repurposed or reused from the solid waste stream and costly disposal in a landfill, the Public Works Department is pleased to present a new textile recycling program proposal from HELPSY. On average, 6% of municipal solid waste (MSW) is comprised of textiles. Currently, only 15% of textiles are recycled.

HELPSY is proposing to provide a textile collection and recycling program at no cost to the Town or the resident. Instead, the Town of Exeter will be paid \$40 per ton of residential textile materials collected in the Town. It is estimated that up to 20 tons of textiles could be recycled per year, which would translate into a savings of \$1,580 (\$78.79/ton for trash) and a revenue of \$800 (\$40/ton for recycled textiles), and a resulting net of up to \$2,380 per year.

Residents would place their recyclable textiles in a bag and schedule a collection date with HELPSY (recommend not same day as regular curbside recycling collection), or deliver textile materials to drop boxes at the Transfer Station.

Textile materials that can be collected by HELPSY **must be dry** and can include the following:

Clothing: tops, bottoms, undergarments, socks, sports uniforms

Footwear: shoes, boots, sandals, slippers

Accessories: hats, scarves, bags, luggage

Bedding: sheets, blankets, pillows

Towels & kitchen linens

Stuffed animals

This proposed textile recycling program has been presented to the Sustainability Advisory Committee who has expressed their support. We have also discussed this with Waste Management and they are supportive.

If the Select Board is in agreement with this program, it will take about 4 weeks to get it up and running and rolled out to the public.

**AGREEMENT BY AND BETWEEN  
The Town of Exeter, NH AND HELPSY**

This Agreement sets the terms under which HELPSY will collect clothes, footwear, and related goods as the official textile recycling partner for Exeter, NH.

The intent of this agreement is to efficiently divert Exeter's textile waste, to give its residents, businesses, and visitors convenient textile recycling options, to support the community, to generate data to further improve waste diversion, and to provide funds for Exeter's budget. HELPSY will provide the logistics, equipment, data reporting, royalties, and will responsibly reuse or resell the material collected.

1. Effective Dates; Term

The Agreement will be effective on the date of the signatures below (the "Effective Date") and will continue for a term (the "Term") of one year and, unless any party delivers written notice to the other parties 60 days' prior to the end of the Term to terminate the Agreement, the Agreement shall renew for another year and similarly from year to year thereafter.

2. Salable Material and Royalties

All salable clothing, footwear, and accessories HELPSY collects or receives from new locations (except thrift stores) within Exeter shall be Salable Material. HELPSY will report monthly the total weight of Salable Material and will pay the Town of Exeter or its designee(s) the Royalty of \$40/ton on Salable Material collected. HELPSY will make all quarterly payments by the 25th day of the month following the collection period. January through March collections will be paid in April. April through June collections will be paid in July. July through September collections will be paid in October. October through December collections will be paid in January.

HELPSY may, in the course of collecting Salable Material, also collect other material, including books, toys, other household items, wet clothes, trash, and items that have been sorted through by secondhand stores. HELPSY will report the weight of this material when commercially feasible (ie, in the case of thrift store material), but will not pay the Royalty on this material.

HELPSY weighs all collections at HELPSY's warehouses. Collections from individual locations are measured in terms of bag counts. Each quarter HELPSY compares total weight collected and reported bag counts to recalculate average weight per bag by region. The weight per bag is then multiplied by the number of bags for each location to determine that location's per-pound payments.

3. Collections

HELPSY offers the choice of any or all of these clothing collection modes:

Curbside: HELPSY will provide curbside pickups anywhere in Exeter upon request. Requests can be made by a custom implementation of <https://www.helpsy.co/pickup> or by phone at

HELPSY's hotline number (877) 382-7417. HELPSY and Exeter will designate one or more days per week as curbside collection days.

Containers: With permission, HELPSY will place clothing collection containers at outdoor locations within Exeter. At Exeter's option, some or all of these containers may be owned by Exeter for the duration of the agreement. HELPSY will retain the obligation to provide, service, maintain, insure, and remove the containers regardless of ownership.

Events: HELPSY will collect Salable Materials at new and existing community events. These include clothing drives, waste-management events such as paper shredding days, community celebrations, and fundraising drives for community groups. HELPSY will provide vehicles and staff for these events and will use them to promote the partnership.

#### 4. Publicity

Exeter and HELPSY will collaborate on ways to drive awareness of the program and of keeping clothes out of the trash. Exeter will permit HELPSY to identify itself as their clothing collection or textile recycling partner. Exeter and HELPSY will work together to communicate about the program in a cost-effective manner, but HELPSY will be responsible for costs of advertising, signage, mailing, etc.

#### 5. Exclusivity and Confidentiality

HELPSY will be Exeter's sole official clothing collection partner during the term of this Agreement. This Agreement does not prohibit non-HELPSY modes of clothing diversion. HELPSY will support Exeter making any factually correct disclosures about the program, collected weight, or about this Agreement.

#### 6. Compliance with Law

This Agreement will be implemented in accordance with Commonwealth and local law or ordinance. In the event the Royalty is determined to be in violation of any current or future law or regulation, the parties agree to revise the compensation to provide Exeter or Exeter's designee(s) with compensation equivalent to that contemplated by this Agreement.

#### 7. Notices

All communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when sent by email or (b) three days following mailing by certified or mail to the address below each party's signature.

#### 8. Entire Agreement

This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations among the parties, written or oral, that may have related in any way to the subject matter hereof.

9. Governing Law; Forum.

This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this Agreement shall be brought in the appropriate court of jurisdiction for the State of New Hampshire.

10. Counterparts

This Agreement may be executed in separate counterparts, and when executed, separately or together, all of such counterparts will constitute a single original instrument, effective in the same manner as if all parties hereto had executed one and the same instrument.

Signed and Dated:

\_\_\_\_\_ Date: \_\_\_\_\_

HELPSY: Dan Green, Co-Founder, 917 885 6072  
Address: 100 Springdale Road, Ste A3 PMB 293, Cherry Hill, NJ 08003  
Email: dan@helpsy.co

\_\_\_\_\_ Date \_\_\_\_\_

Town of Exeter, NH:  
Address: 100 Front Street, Exeter, NH 03833  
Email:

**Solid Waste Contract Extension**





# EXETER PUBLIC WORKS DEPARTMENT

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

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

## MEMO

DATE: November 19, 2021

TO: Exeter Select Board  
Russell Dean, Town Manager

FROM: Jennifer R. Perry, P.E., Public Works Director  
Jay Perkins, Sr., Highway Superintendent

RE: Waste Management Municipal Solid Waste & Recyclables Contract Extension

---

The Town of Exeter's current 5-year contract with Waste Management (WM) for curbside collection of municipal solid waste (MSW) and recycling expires on May 31, 2022. The Public Works Department requested a proposal from WM to extend the contract for FY2022 budget preparation and the Select Board's discussion and consideration. WM has proposed a 5-year contract extension that would provide service through May 2027. The proposed agreement, which is Amendment #1 to the original contract, is attached.

Based on the proposal, we have projected annual MSW & recycling program costs through FY2027. Several assumptions were made, which are guaranteed to change, including:

- All tonnage (solid waste, demolition, old corrugated cardboard, recyclables) remains the same over the 5 year period
- Recycling blended value remains fixed at \$127.39/ton which translates to a charge of \$47.61/ton (Aug 2021)
- Recycling contamination remains below 10% and there are no contamination fines
- Fuel surcharges escalate by \$0.20/gallon every six months

FY	Annual Cost, \$	Annual Change, %
2022	995,433*	4.2
2023	1,063,120	6.8
2024	1,128,905	6.2
2025	1,198,454	6.2
2026	1,272,001	6.1
2027	1,303,356	2.5

\*FY2022 projection of \$995,433 has been used to develop the FY2022 budget

AMENDMENT ONE

SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION  
AND DISPOSAL

BETWEEN

WASTE MANAGEMENT OF NEW HAMPSHIRE INC.  
AND  
TOWN OF EXETER, NEW HAMPSHIRE

An Agreement was made and entered into effective the first day of June, 2017 by and between the Town of Exeter, organized under the laws of the State of New Hampshire (hereinafter referred to as the "Town") and Waste Management of New Hampshire, Inc., a corporation organized under the laws of the State of Connecticut and having a place of business at 4 Liberty Lane West, Hampton, New Hampshire 03842, (hereinafter referred to as the "Contractor").

WHEREAS, the Town and Contractor are seeking to amend the Agreement to extend the term under conditions acceptable to both parties.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and promises of the Town and Contractor, as set forth herein, the Town and Contractor agree as follows:

1. Section 2. Term of Agreement. The term shall be extended for a period of five (5) years beginning on June 1, 2022 and ending on May 31, 2027. Upon mutual consent, the term of this Agreement may be extended for a period of five (5) years with mutually agreed upon terms and pricing. This Agreement's renewal is subject to funding as appropriated at the Annual Town Meeting.
2. Section 4. Compensation Effective June 1, 2022 through May 31, 2027, the service collection fees shall be as follows:

Municipal Solid Waste

6/1/22 – 5/31/23	\$29,400.00 per month & \$78.79 per ton
6/1/23 – 5/31/24	\$31,311.00 per month & \$81.94 per ton
6/1/24 – 5/31/25	\$33,346.22 per month & \$85.22 per ton
6/1/25 – 5/31/26	\$35,513.72 per month & \$88.63 per ton
6/1/26 – 5/31/27	\$37,822.11 per month & \$92.18 per ton

Single Stream Recycling

6/1/22 – 5/31/23 \$29,400.00 per month & Processing (see below)  
6/1/23 – 5/31/24 \$31,311.00 per month & Processing  
6/1/24 – 5/31/25 \$33,346.22 per month & Processing  
6/1/25 – 5/31/26 \$35,513.72 per month & Processing  
6/1/26 – 5/31/27 \$37,822.11 per month & Processing

Curbside Yard Waste Pickup

6/1/22 – 5/31/23 \$8104.00 per event  
6/1/23 – 5/31/24 \$8428.00 per event  
6/1/24 – 5/31/25 \$8765.00 per event  
6/1/25 – 5/31/26 \$9116.00 per event  
6/1/26 – 5/31/27 \$9480.00 per event

Roll Off Containers at Transfer Station

6/1/22 – 5/31/23 \$227.75 per haul & \$78.79 per ton for Demo  
6/1/23 – 5/31/24 \$242.55 per haul & \$81.94 per ton for Demo  
6/1/24 – 5/31/25 \$258.32 per haul & \$85.22 per ton for Demo  
6/1/25 – 5/31/26 \$275.11 per haul & \$88.63 per ton for Demo  
6/1/26 – 5/31/27 \$292.99 per haul & \$92.18 per ton for Demo

3. Section 3. Scope of Services, Recycling Collection, including Exhibits C and D, shall be deleted and replaced with the following:

The Contractor shall perform Single Stream Recycling (SSR) Collection Services in the Town on a weekly schedule. Recyclables shall be collected on the same day as trash collection services for each designated Residential Unit. The Contractor shall collect and remove all Recyclable Materials which are placed in carts designed for automated collection, provided by Town, with a capacity of sixty-five (65) gallons, at all Approved Residential Units or from some other specifically defined location as agreed to and designated by the parties. The Contractor will place a sticker on any unacceptable materials contained in the carts that is observed during the normal course of collection, explaining why the material is unacceptable. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected. The Contractor shall not commingle Recyclable Materials with MSW except in an emergency situation and with the concurrence of the Exeter Select Board. The Contractor shall be responsible for the transportation of recyclables to a recyclable receiving facility of the Contractor's choice approved by the Town prior to the execution of this Agreement. The Contractor shall be solely responsible to process recyclable materials at receiving facility. The processing formula to

determine the value (positive or negative) of commodities is outlined in Exhibit C and example on Exhibit D.

4. Section 4. Fuel Adjustment. Shall be deleted in its entirety and replaced with the following:
5. The Contractor will institute a fuel adjustment procedure to consider the fluctuations in the price of fuel, the first such adjustment to take effect December 1, 2022.

The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England region, from the established baseline cost, of two dollars and ninety cents (\$2.90) per gallon (including taxes) of diesel fuel. The increase or decrease, as determined above will be applied to the volume of fuel used, which Exeter will be fixed at 1522 gallons per month. Adjustments will be made bi-annually on December 1, and June 1, based on the average cost of diesel for the six months prior to adjustment (6/1/22 to 11/30/22 for 12/1/22 adjustment).

Adjustment Example:	Average Fuel Price	= \$2.95 per Gal
	Established Baseline Fuel price	= \$2.90 per Gal
	Increase /(decrease)	= \$0.05 per Gal
	Fuel Adjustment \$0.05 x 1522 Gals	= \$76.10 per mo

In the above example, the Town of Exeter would pay \$76.10 per month for six months subsequent to the adjustment.

All terms and conditions of the Agreement, except those expressly modified by this Amendment One, remain in full force and effect.

[Signature Page Follows]

IN Witness Thereof, the parties have caused this Agreement to be executed by their respective authorized officers or agents on the date set forth below.

Town of Exeter

Waste Management of  
New Hampshire Inc.

\_\_\_\_\_  
Mr. Russell Dean  
Town Manager

\_\_\_\_\_  
Chris DeSantis  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **SINGLE STREAM RECYCLING SPECIFICATION, TERMS AND CONDITIONS**

### **1. DEFINITIONS**

**“Blended Value” or “BV”** is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Town to the Designated Facility.

**“Composition Audit”** means the basis upon which Single Stream Materials are measured to determine the percentage of each Recyclable and Residue component.

**“Contractor Fee”** means the compensation per Ton for costs incurred by Contractor to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

**“Contamination Audit”** means the basis by which Town’s Single Stream material are measured to determine the percentage of “Non-Recyclables” present.

**“Town’s Value Share”** means the Town’s percentage of the Blended Value as set forth herein.

**“Designated Facility” or “Designated Facilities”** means Contractor’s operations located Billerica, MA or any replacement therefore which receives Town’s Single Stream Materials.

**“Excluded Materials”** means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Contractor.

**“Net Value”** means the amount paid to Town by Contractor, or paid to Contractor by Town, after subtracting any charges owed by Town from the Town’s value share.

**“Non-Recyclables”** means any materials in the Single Stream Materials that are not Recyclables as set forth in the “Specifications” herein.

**“Receiving Hours”** means the regularly-scheduled hours of operation for the Designated Facility

**“Recyclables”** means acceptable materials contained within the Single Stream Materials as set forth and further defined in “Specifications” herein.

**“Residue”** means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing.

**“Single Stream Materials”** means all Town’s materials delivered to Contractor containing Recyclables and Non-Recyclables.

**“Specifications”** means the description of the Single Stream Materials as set forth in Exhibit B.

**“Ton”** means 2,000 pounds.

**“Uncontrollable Circumstances”** means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

## **2. QUANTITY AND QUALITY**

a. During the term of the Agreement, Contractor shall take and Town agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of Town. Town shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed herein without the express written consent of Contractor. Town shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables listed herein shall be made upon the mutual agreement of Town and Contractor.

b. Town represents and warrants that it shall provide the Single Stream Materials in accordance with the Specifications set forth in herein. Title to Recyclables provided by Town to Contractor is transferred to Contractor upon Contractor’s receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Town at all times.

c. Composition Audits may be performed by Contractor at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Town in order to identify the overall material composition and associated Blended Value. For the purposes of the Blended Value, the composition percentages derived from the most recent Composition Audit will be effective after each Composition Audit the month immediately following the most recent Composition Audit.

d. Contamination Audits may be performed by Contractor at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Town in order to identify the overall percentage of “Non-Recyclables” or “Contamination” present. Where the percentage of

Non-Recyclables exceeds ten (10) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Town shall be subject to an Excess Contamination Charge.

**3. PRICING/PAYMENTS**

Payments and charges to Town shall be calculated as set forth herein. Contractor shall pay Town (or Town shall pay Contractor) the Net Value of the Single Stream Materials. Where the Net Value is positive, Contractor shall pay Town on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, Town shall pay Contractor within 30 days of date of invoice.

**4. DELIVERIES**

Contractor shall deliver Single Stream Materials at Town's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Contractor at the Designated Facility.

**5. MATERIALS**

a. If Excluded Materials are delivered to the Facility by or on behalf of Town, Contractor, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Town will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Contractor, Town must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Town fails to timely remove such Excluded Materials after request by Contractor, Contractor may, after notice to Town, transport and dispose of such Excluded Materials and charge the costs thereof to Town.

b. Contractor shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Contractor makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

**6. PUBLIC EDUCATION AND OUTREACH**

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Contractor shall provide reasonable assistance to Town in such efforts.



**7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT**

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Contractor, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Contractor's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Contractor can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.

**EXHIBIT B**  
**SPECIFICATIONS**

**RECYCLABLES** shall be dry, loose, not bagged, and includes the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers - brown, clear, or green - empty
Ferrous (Iron) cans - empty	PET plastic containers with the symbol #1 - with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) - empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbol #5 - empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclables may be added or deleted upon mutual consent of the Parties.

**RECYCLABLES do not include the following:**

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Saturated fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Contractor's structures or equipment.

***DELIVERY SPECIFICATIONS:***

Single Stream Materials delivered by or on behalf of Town may not contain more than 10% Non-Recyclables or any Excluded Materials. In

the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or Town may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth herein.

## **EXHIBIT C**

### **BLENDED VALUE/CHARGES**

#### **1. VALUE SHARE**

Where the Blended Value is greater than the Contractor Fee, Town's value share is 50% of the difference between the Blended Value and the Contractor Fee. When the Blended Value is less than the Contractor Fee, Town shall pay Contractor the difference between the Contractor Fee and the Blended Value.

#### **2. CHARGES**

- (a) The initial Contractor (Processing) Fee is \$125.00 per delivered ton.
- (b) The initial transportation fee is \$50.00 per delivered ton.
- (c) The initial Residue Fee is \$85.00 per delivered ton.
- (d) The initial Excess Contamination Fee is \$235.00 per ton.
- (e) All Fees stated above shall be increased by 3% on June 1, 2023 and each June 1 thereafter.

#### **3. BLENDED VALUE**

To calculate the Blended Value per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established and revised from time-to-time by the Composition Audits, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Town acknowledges that the value of a commodity may be negative. Blended Value is calculated monthly.

- "PPI" means the higher of the prices issued by *RISI PPI Pulp & Paper Index* for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the New York Region, first dated price each month, retroactive to the first of the month.
- If PPI or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town's consent, which shall not be unreasonably withheld, conditioned or delayed,

to the use of such alternate publication or method shall be required.

- Notwithstanding anything to the contrary contained herein, if Contractor determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Contractor may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- “Actual Value” means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales.
- Town shall pay Contractor a charge for each ton of residue delivered (“Residue Fee”).
- The initial composition of the Town’s Recyclables shall be presumed to be as set forth below and may be adjusted from time to time to reflect either changes in composition at the recycling facility or following the completion of a Composition Audit.

<b>Material Component</b>	<b>Commodity Value</b>	<b>Composition %</b>
OCC (Cardboard)	PPW OCC #11	21.35%
Mixed Paper (All other paper)	PPW MIX #54 or Actual	35.16%
Aluminum Beverage Cans	SMP for Aluminum Cans (Loose, cents/lb. dropped off at RC)	1.04%
Steel/Tin Cans	SMP for Steel Cans (Sorted, Densified \$/Ton picked up)	2.98%
PET (Plastic #1)	SMP for PET (baled, ¢/lb. picked up)	4.03%
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, ¢/lb. picked up)	0.36%
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, ¢/lb. picked up)	1.64%
Tubs and Lids (Plastic#5)	SMP for Plastics PP Post Consumer (baled, ¢/lb. picked up)	0.48%
Glass	Actual Value	22.97%
Residue	Residue Fee	10%
Total:		100%

#### 4. EXCESSIVE CONTAMINATION

Contamination Audit. Where a Contamination Audit determines that Town's percentage of Non-Recyclables exceeds ten (10%), the total tons used to calculate Blended Value shall be reduced by the amount of excess contamination. Excess contamination shall be charged at the per ton rate specified herein.

By way of example only (if the contamination audit shows 15% contamination):

Blended Value = \$127.39  
Contractor Fee = \$125.00  
Transportation Fee = \$50.00  
Excess Contamination = 5%  
Excess Contamination Fee = \$235.00

123 tons delivered in the month

Town Value/Charges =

Value: Blended Value – Contractor and Transportation Fee = (\$127.39 - \$175.00) per ton = \$47.61 charge per ton x 116.85 tons (123 total tons x 95% meeting 10% contamination threshold) = \$5,563.23 per month

Excess Contamination Fee: \$235.00 per ton x 6.15 tons (123 total tons x 5% exceeding the 5% contamination threshold) = \$1,445.25

Total Charge: \$5,563.23 + \$1,445.25 = \$7,008.48 for the month

Revenue Share Calculation - Single Stream				
EXHIBIT D				
Commodity	Index *	Current Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	21.35%	\$ 175.00	\$ 37.37
Mixed Paper (All other paper)	PPI Mixed Paper #54	35.16%	\$ 100.00	\$ 35.16
Aluminum Beverage Cans	SMP for Aluminum Cans (Loose, cents/lb. dropped off at RC)	1.04%	\$ 1,300.00	\$ 13.52
Steel/Tin Cans	SMP for Steel Cans (Sorted, baled, \$/ton picked up)	2.98%	\$ 290.00	\$ 8.63
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	4.03%	\$ 570.00	\$ 22.96
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.36%	\$ 2,260.00	\$ 8.14
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.64%	\$ 1,260.00	\$ 20.62
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, cents/lb. picked up)	0.48%	\$ 900.00	\$ 4.33
Glass	Actual	22.07%	\$ (64.50)	\$ (14.82)
Residue	Residue Fee	10.00%	\$ (85.00)	\$ (8.50)
Total/Blended Value		100.00%		\$ 127.39
MRF Processing Fee		\$	125.00	
Load and Transportation Fee Turnkey MRF		\$	50.00	\$ (47.61)
50% share above Fees				

\*Blended Value is Calculated Monthly.

\*PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.

\*SMP means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the New York Region, first dated price each month, retroactive to the first of the month.

\*Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.

\*Residue Audits will be conducted periodically. If residue exceeds the 10% threshold, excess residue tonnage will be charged at a rate of \$235.00 per ton.

\*Processing Fee and Residue Fee Value shall increase annually by 3%.

\*When blended value is above the processing fee, Town gets 50% of the difference. When blended value is below the processing fee, Town pays processing fee minus the blended value.

**Exeter, NH - Blended Value Trend**

Month	Blended Value	Processing & Transportation Fee	Per Ton Charge
20-Jul	\$22.17	\$148.53	-\$126.36
20-Aug	\$21.95	\$148.53	-\$126.58
20-Sep	\$30.05	\$148.53	-\$118.48
20-Oct	\$33.08	\$148.53	-\$115.45
20-Nov	\$35.33	\$148.53	-\$113.20
20-Dec	\$39.28	\$148.53	-\$109.25
21-Jan	\$43.57	\$148.53	-\$104.96
21-Feb	\$47.22	\$148.53	-\$101.31
21-Mar	\$51.37	\$148.53	-\$97.16
21-Apr	\$59.93	\$148.53	-\$88.60
21-May	\$65.61	\$148.53	-\$82.92
21-Jun	\$84.74	\$148.53	-\$63.79
21-Jul	\$101.47	\$152.98	-\$51.51



**Recycle Bin Fees – Public Hearing**



# EXETER PUBLIC WORKS DEPARTMENT

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

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

## MEMO

DATE: November 19, 2021

TO: Exeter Select Board  
Russell Dean, Town Manager

FROM: Jennifer R. Perry, P.E., Public Works Director  
Jay Perkins, Sr., Highway Superintendent  
Trisha Allen, Public Works Office Manager

RE: Recommended Fee Increase, 65-Gallon Recycle Roll-Out Toters

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Currently, residents pay \$45 for a 65-gallon recycle roll-out toter. This price hasn't changed since 2008, when the single-stream recycling program was established. Costs for the toters have increased slowly over the years, with the costs exceeding the revenues back in 2014.

The manufacturing costs for the 65-gallon recycle roll-out toters have spiked significantly in 2021, over 20%, primarily due to a 50% increase in the cost of resin.

The recycle toters are ordered from Rehrig Pacific in Lawrenceville, Georgia. The most recent order cost \$12,818 for 171 toters, which equates to \$74.96 per toter. Retail costs for similarly sized and configured roll-out toters range from \$100 to \$140 per toter.

We recommend increasing the fee residents pay for the 65-gallon recycle toters from \$45 to \$75 to cover the cost of the toters to the Town.

**Outdoor Dining Ordinance – Third Reading (Modifies serving alcohol on Town Property)**

# EXETER TOWN ORDINANCES AMENDMENT – CHAPTER EIGHT

## Chapter Eight of the Town of Exeter Town Ordinances, Licensing of Alcohol Use on Town Property is hereby amended as follows:

- Change: 809.1 “178:22(I)” to “178:24”
- Delete: 809.1 “voluntary non-profit”
- Delete: 809.2 “voluntary non-profit”
- Change: 809.2 “178:22(I)” to “178:24”
- Add: 809.6 “d” to the word “close” to say “closed”
- Change: 809.9 "Board of Selectmen" to "Select Board"

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Exeter Select Board

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Niko Papakonstantis, Chair

---

Molly Cowan, Vice-Chair

---

Julie Gilman, Clerk

---

Lovey Roundtree Oliff

---

**Daryl Browne**

**First Reading 11/1/21**

**Second Reading:**

**Third (final) Reading:**

**Adoption Date:**

**Effective Date:**

808.1 Definitions: As used in this Chapter, the following words shall have the following meanings:

- a. **Auctioneer** means a person who engages in the Town of Exeter in the business of selling for another real, personal or mixed property by auction.
- b. **Auctioneering** means the business or act of selling for another real, personal or mixed property by auction.
- c. **Board** means the Board of Selectmen.

808.2 State Statues

Revised Statutes Annotated defines state laws relative to Auctioneers in New Hampshire. No auctioneer shall operate in the Town of Exeter unless he is properly licensed by the State of New Hampshire.

808.3 Application:

Local applications may be obtained at the office of the Town Manager. The applicant shall state time, date, place of the event and the anticipated length, as well as the number to be in attendance. Action on any application shall be at a regular session of the Board of Selectmen. Applications shall be filed two weeks in advance of the scheduled event.

808.4 Additional Services:

Should the size of the event require additional Town Emergency or Public Services, the reasonable costs for such services shall be paid by the auctioneer obtaining the permit.

808.5 Fees:

The fee for such local permit is \$5.00.

808.10 Penalties:

Any person, firm or corporation violating any provisions of Section 808 shall be punished by a fine of not more than one hundred (\$100.00) dollars for each offense.

## 809 Licensing of Alcohol Use on Town Property

809.1 In accordance with the provisions of sections 809.1 through 809.9, and RSA ~~178:22(I)~~ 178:24, any ~~voluntary non-profit~~ organization seeking to serve and offer alcohol for consumption on closed Town streets, in Town buildings and in Town parks shall first apply for the applicable license with the Town Manager's office.

809.2 To qualify for a license under this Chapter, the ~~voluntary non-profit~~ organization shall obtain a license from the New Hampshire Liquor Commission under RSA ~~178:22(I)~~ 178:24.



- 809.3 The Town shall require a license application, which shall include standards for issuance of the license to serve and offer alcohol for consumption on Town property.
- 809.4 No license to serve and offer alcohol for consumption on Town property shall be granted for the hours between 10:00 pm and 10:00 am.
- 809.5 Applications for a license under this section may be made at the Office of the Town Manager.
- 809.6 The Police Chief, Health Officer and Parks/Recreation Director (where applicable for Town Parks) shall review the application for completion and transfer it to the appropriate authority for review and approval as follows:
- License to serve alcohol on **closed** Town street, submitted by the Police Chief and Health Officer to the Town Manager for review and approval;
- License to serve alcohol in Town buildings submitted by the Police Chief and Health Officer to the Town Manager for review and approval;
- License to serve alcohol in Town Parks submitted by the Police Chief and Health Officer to the Town Manager for review and approval.
- 809.7 To the extent the applicant meets all of the standards for issuance of a license, the Town Manager may conditionally issue the license, which shall not become valid until the applicant provides the Town Health Officer with an RSA 178:22 (I) license from the New Hampshire Liquor Commission for the applicable license issuance time period.
- 809.8 The fee for said license shall be two hundred dollars (\$200.00).
- 809.9 Appeals for a denial of a license under this section may be made to the Exeter **Board of Selectmen Select Board** at a regular public meeting.

## **820 Alarms: Business, Residence, Burglary, Fire, Medical Emergency Alarm Device or System**

### 820.1 Definitions:

- a. **Alarm System:** Any assembly of equipment and devices, arranged to signal the presence of a hazard requiring the urgent attention and to which public safety personnel and equipment are expected to respond. This shall include any alarm system or device connected to the municipality-owned Gamewell Fire Alarm System.
- b. **False Alarm:** The activation of an alarm system through mechanical failure, accidental tripping, malfunction or misuse of the owner or lessee of an alarm



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 773-6102

## Outdoor Dining Application

Please send completed applications to Pam McElroy at the Office of the Town Manager  
[pmcelroy@exeternh.gov](mailto:pmcelroy@exeternh.gov) (603) 773-6102

**FEE: \$200.00 each calendar year. Fee may be prorated on a per month basis.**

Address of Proposed Outdoor Dining Area: \_\_\_\_\_

Assessor's Map: \_\_\_\_\_ Lot: \_\_\_\_\_ Zoning District: \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

The requested Outdoor Dining permit is issued to the applicant/business listed on this permit application for the purpose indicated on this application.

The requested Outdoor Dining permit shall be valid for said applicant/business only during the time and dates indicated on this permit application.

Once the requested Outdoor Dining permit is approved, it is non-transferable.

Applicant/business shall not conduct their outdoor dining business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create or become a public nuisance, increase congestion or delay, or constitute a hazard to traffic, life or property, or an obstruction to adequate access to Fire, Police or Town/State vehicles and/or employees.

Applicant is solely responsible for cleaning the outdoor dining space (including removal of trash/dropped items). Dumping of grease, oil or greywater is strictly prohibited.

Applicant/business may be required to relocate outdoor dining location if the Town requires access to the space for any reason, including, but not limited to cleaning, maintaining or repairing the location or adjacent space.

Applicant shall defend and indemnify the Town of Exeter, its officials, employees and volunteers against all demands, claims, suits and actions seeking damages, penalties, costs, interest, statutory relief and/or equitable relief on account of bodily injury, death, personal injury, property damage and/or economic injury arising out of or related to the permit or the activities of the permit applicant.

Applicant will adhere to all pertinent Town Ordinances, including Chapter 7 (Conduct Regulations) and if applicant intends to serve alcohol, will adhere to Chapter 809 (Licensing of Alcohol Use on Town Property).

The Town has the right to revoke any outdoor dining permits at any time.

**REQUIRED DOCUMENTATION TO SUBMIT WITH APPLICATION**

Completed permit application with payment (payable to Town of Exeter).

Certificate of Liability Insurance, providing General Liability/Bodily Injury/Property Damage: \$200,000/\$1,000,000. If applicant intends to serve alcohol, additional liquor liability with reasonable limits of coverage with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **The Town of Exeter must be named on the certificate as additional insured.**

Copy of New Hampshire Liquor Commission license if applicant intends to serve alcohol.

Dimensional Site Plan depicting the following: existing conditions including public infrastructure such as curb lines, light poles, bike racks, trees, manhole covers, meters, licensed A-frame signs, post office boxes, etc; as well as proposed table/chair layout plan, trash receptacles, tents/canopies, heaters/outdoor firepits, routes of travel within outdoor dining area and on public sidewalk. Include existing lighting and proposed lighting.

Applicant will adhere to Town Ordinance Chapter 7 (Conduct Regulations) and if applicant intends to serve alcohol, Chapter 809 Licensing of Alcohol Use on Town Property.

**The undersigned attests that the supplied information is accurate and complete.**

\_\_\_\_\_  
Applicant Signature Date

.....  
**For Town Use:**

Date Application Received: \_\_\_\_\_

Fee Received: \$ \_\_\_\_\_ Cash:  Check #: \_\_\_\_\_

Approval: Code Enforcement Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Health Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Highway Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Exeter Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Exeter Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as authorized by the Select Board/Designee: \_\_\_\_\_  
Date

# TITLE XIII

## ALCOHOLIC BEVERAGES

### CHAPTER 178

#### LIQUOR LICENSES AND FEES

##### Section 178:24

**178:24 Authorization for Other Areas.** – A business holding a license authorizing the consumption of alcoholic beverages on its licensed premise may petition the commission for permission to extend service for beverages and liquor to any clearly defined area under the control of the licensee. Petitions shall include written plans and diagrams that shall provide detailed information on the proposed extension of alcohol service. Petitions shall also conform to local zoning requirements and include the written approval of local officials. The commission may approve plans submitted by licensees and may add such terms and conditions as it deems appropriate to preserve public health and safety. The commission may deny, in its discretion, any petition under this section which constitutes a risk to public health, safety, or welfare of any community.

**Source.** 2003, 231:13, eff. July 1, 2003. 2018, 197:1, eff. Aug. 7, 2018.

**Tax Abatements, Credits & Exemptions**

## List for Select Board meeting November 22, 2021

<b>Solar</b>			
<b>Map/Lot/Unit</b>	<b>Location</b>	<b>Amount</b>	<b>Tax Year</b>
79/24	5 Indian Trail	14,000	2021
<b>Abatement</b>			
<b>Map/Lot/Unit</b>	<b>Location</b>	<b>Amount</b>	<b>Tax Year</b>
110/2/107	107 Exeter Elms CG	48.02	2021
110/2/14	14 Exeter Elms CG	62.43	2021
<b>Veteran's Credit</b>			
<b>Map/Lot/Unit</b>	<b>Location</b>	<b>Amount</b>	<b>Tax Year</b>
64/105/12	12 Hayes MH Park	500.00	2021
82/4	5 Pine St	500.00	2021



## Permits and Approvals

## Correspondence

## DONATION ACKNOWLEDGMENT

To Whom It May Concern,

New Generation Inc. certifies that **Russell Dean** has made a monetary contribution to our organization.

Please see below the details:

- **Amount of Donation: \$1,000.00**
- **Date of Donation: 9/24/2021**

In compliance with IRS Code section 170 (f) (8), this letter serves as verification that the donation of **\$1,000.00** is tax deductible since the donor has received no goods or services in connection with this donation.

Please feel free to reach out to us if you have any question or need additional information.  
New Generation - Catholic Charities NH  
EIN: 02-0222163

Sincerely,



Elsy Cipriani, MPA  
Executive Director - New Generation  
568 Portsmouth Avenue  
Greenland, NH 0384  
(603) 570-2459  
[ecipriani@newgennh.org](mailto:ecipriani@newgennh.org)  
[www.newgennh.org](http://www.newgennh.org)

*Town Manager's Office*

NOV 15 2021

*Received*



November 18, 2021

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

***RE: Important Information—Price Changes***

Dear Chairman and Members of the Board:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2021, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

In addition to the price changes noted on the enclosed Customer Notice, customers subscribing to Performance Starter Internet at \$54.95, which is no longer available for new subscriptions, will receive additional notice of a price change to this service from \$54.95 to \$59.95 per month as part of the letter accompanying their Customer Notice.

Lastly, effective December 31, 2021, NBC Sports Network (NBCSN) will cease operations.

We know you may have questions about these changes. If I can be of any further assistance, please do not hesitate to contact me at [Thomas\\_Somers@cable.comcast.com](mailto:Thomas_Somers@cable.comcast.com).

Very truly yours,

*Jay Somers*

Jay Somers, Sr. Manager  
Government & Regulatory Affairs

Enclosure: Customer Notice

*Town Manager's Office*

NOV 19 2021

*Received*

# Important information regarding your Xfinity services and pricing

Effective December 20, 2021

<b>Xfinity TV</b>	<b>Current</b>	<b>New</b>
<b>Broadcast TV Fee</b>	\$19.45	\$24.95
<b>Franchise Costs</b>		
Concord	\$.33	\$.37
Hampstead	\$.95	\$1.01
Nashua	\$.15	\$.17
Pembroke	\$.12	\$.13
Plaistow	\$.71	\$.77
Seabrook	\$.24	\$.25
<b>Regional Sports Fee</b>	\$10.75	\$11.85
<b>Choice TV Select</b>	\$30.00	\$32.50
<b>Choice TV Select - with TV Box</b>	\$37.50	\$41.00
<b>Entertainment</b>	\$15.00	\$17.00
<b>TV Box and Remote</b>	\$7.50	\$8.50
<b>TV Box</b>	\$7.10	\$8.10
<b>HD TV Box Limited Basic</b>	\$7.10	\$8.10
<b>HD TV Box and Remote Limited Basic</b>	\$7.50	\$8.50
<b>Service to Additional TV with TV Adapter</b>	\$7.50	\$8.50

<b>Xfinity Internet</b>	<b>Current</b>	<b>New</b>
<b>Performance</b> - Xfinity Internet Service Only	\$80.95	\$83.95
<b>Performance Pro</b> - Xfinity Internet Service Only	\$95.95	\$98.95
<b>Blast!</b> - Xfinity Internet Service Only	\$100.95	\$103.95
<b>Extreme Pro</b> - Xfinity Internet Service Only	\$105.95	\$108.95
<b>Gigabit</b> - Xfinity Internet Service Only	\$110.95	\$113.95

Allenstown, Concord, Exeter, Goffstown, Hampstead, Manchester, Nashua, Pembroke, Plaistow, Salem, Seabrook, Somersworth, Stratham, NH

87732000 (0810, 1260, 1290, 1370, 1380, 1500, 1550, 1580, 1610, 1620, 1630, 1800, 1820)

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