

**Select Board Meeting**  
**Monday, January 30<sup>th</sup>, 2023, 6:50 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/81648693414>

To access the meeting via telephone, call +1 646 558 8656 and enter Webinar ID 816 4869 3414

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. Board Interviews – Sustainability Advisory Committee
3. Public Comment
4. Proclamations/Recognitions
  - a. Proclamations/Recognitions
5. Approval of Minutes
  - a. Regular Meeting: January 17<sup>th</sup>, 2023
6. Appointments
7. Discussion/Action Items
  - a. Helpsy Textile Recycling Program Presentation
  - b. Single Use Plastics Policy
  - c. NHDES ARPA Cybersecurity Implementation Grant - \$100,000
  - d. NHDES Lead Service Line, Sampling Plan and Replacement Plan Grant - \$50,000
  - e. Hazard Mitigation Plan Update Grant – Fire Department - \$9,999.75
  - f. OmniBallot Update
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: 1/27/23 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



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

Interview w/SB  
1/30/23 6:50 pm

## Statement of Interest Boards and Committee Membership

Committee Selection: Sustainability Advisory Committee

New

Re-Appointment

Regular

Alternate

Name: Ryan Jean Email: huggatree08@gmail.com

Address: 37 Hayes Park Exeter, NH Phone: (603) 553-6767

Registered Voter: Yes  No

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

I am interested in being a part of this committee to make an impact in the local community. I have lived in Exeter on and off for almost thirty years. I have a four year degree in Sustainability Studies and Physics minor from Northern Vermont University - Lyndon. I have worked for companies related to renewable energy projects for a decade. Currently work for the largest solar contractor in NH as a technical specialist. Currently hold two electrical licenses.

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

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

After submitting this application for appointment to the Town Manager:

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

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

Signature: Ryan Jean Date: 1/3/2023

To be completed by Select Board upon appointment:

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

**Proclamations/Recognitions**

## Minutes

Select Board Meeting, Budget and Bonds Hearing  
Tuesday January 17, 2023  
7 PM  
Nowak Room, Town Offices  
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Julie Gilman, and Nancy Belanger

Members absent: Lovey Roundtree Oliff

Town Manager Russ Dean, Assistant Town Manager Melissa Roy, and Finance Director Corey Stevens were also present at this meeting. The meeting was called to order by Mr. Papakonstantis at 7 PM.

2. Public Comment

- a. There was no public comment.
- b. Mr. Papakonstantis said Olivia Shore, one of two EHS student liaisons to the Energy Committee, is here to see how local government works.
- c. Mr. Papakonstantis said last week, Chief Poulin brought in Maple the Comfort Dog to meet the Board. She is available to the public for comfort. Residents should call 988 if they are in trouble or need someone to speak with.

3. Proclamations/Recognitions

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

4. Approval of Minutes

- a. Regular Meeting: January 3, 2023

Ms. Belanger said on page 5, section d, in the 1st sentence, it should say "reduce their ask to three house *lots*." Regarding Helpsy not being willing to come to Exeter unless more people call for a pickup, she would like to clarify that they have to have 16 people calling for a pickup.

**MOTION:** Ms. Belanger moved to approve the minutes of 1/3/23 as amended. Ms. Gilman seconded. The motion passed 4-0.

- b. Regular Meeting: January 9, 2023

**MOTION:** Ms. Belanger moved to approve the minutes of 1/9/23 as presented. Ms. Gilman seconded. The motion passed 4-0.

5. Discussion/Action Items

- a. Public Hearing: FY 23 Budget, Bonds, and Warrant Articles  
Mr. Papakonstantis read the notice of public hearing:

*Notice of Public Hearing, Town of Exeter, 2023 Bonds: The Exeter Select Board hereby gives notice of a public hearing pursuant to RSA 33:8-a on the following projects requiring bonds and notes as part of the fiscal year 2023 town warrant: 1. Police Station and Fire Substation, \$16,300,000; 2. Westside Drive Area Reconstruction, \$6,020,000; 3. Intersection Improvements, \$798,000; 4. Solar Array Landfill Property, \$1,452,990; 5. Groundwater Source Development, \$500,000; and 6. Court Street Sewer Pump Station Equipment Replacement, \$400,000. The public hearing will be held on Tuesday, January 17th, 2023 in the Exeter Town Offices, Nowak Room, 10 Front Street, Exeter, NH. The public is encouraged to attend. Dated: December 20th, 2022.*

**MOTION:** Ms. Belanger moved to open the public hearing for the Town of Exeter 2023 bonds. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read the Bond for the Police Station and Fire Substation: *To see if the Town will vote to raise and appropriate the sum of sixteen million three hundred thousand and zero dollars (\$16,300,000) for the purpose of design, engineering and "net zero" construction of a new police station and fire substation on Continental Drive, and to authorize the issuance of not more than \$16,300,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue and negotiate such bonds or notes and to determine the rate of interest thereon; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project. Debt service to be paid from the General Fund. (Estimated Tax Impact: assuming 20 year bond at 4.00% interest: .65/1,000, \$65/100,000 of assessed property value). Bond payments would begin approximately one year after issuance. 3/5 ballot vote required for approval.*

Town Planner Dave Sharples said the Public Safety Complex project started with him working with the Facilities Advisory Committee. A warrant article was passed by the voters to explore different options. We hired Lavalee Brensinger Architects who proposed several different options and sites, and the most viable option was 6 Continental Drive, land that was purchased for Public Safety in 2010. He came to the Select Board on the need for a Police Station and Fire Substation. This warrant article is for \$16,300,000. It includes net zero readiness, which means it has everything energy-saving except for solar panels or other heating. The net zero readiness was a 4% addition to the costs.

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

Mr. Papakonstantis brought the discussion back to the Board. Ms. Belanger said she thought this is fine as-is.



**MOTION:** Ms. Belanger moved that the Select Board recommend for approval Article 3 for the Police Station and Fire Substation at \$16,300,000. Ms. Gilman seconded. The motion passed 4-0.

Ms. Cowan asked if Ms. Oliff would have a chance to weigh in. Mr. Papakonstantis said that Ms. Oliff said she was comfortable that we had reviewed these and with the vote being 4-0. In past years, Select Board members have been ill or not present for this session.

Mr. Papakonstantis read Article 4, Westside Drive Area Reconstruction:  
*To see if the Town will vote to raise and appropriate the sum of six million twenty thousand and zero dollars (\$6,020,000) for the purpose of construction of water, sewer and drainage improvements in the Westside Drive area, and to authorize the issuance of not more than \$6,020,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue and negotiate such bonds or notes and to determine the rate of interest thereon; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project. The Town will receive 20% debt forgiveness from NHDES to offset a portion of the cost of this project. Debt service will be paid from the general fund, water fund, and sewer fund. (Estimated Tax Impact: assuming 15 year bond at 4.00% interest: \$.115/1,000, \$11.50/100,000 of assessed property value). Bond payments would begin approximately one year after issuance. 3/5 ballot vote required for approval.*

Town Engineer Paul Vlasich said this project started in FY20 with an SRF loan of \$100,000 with \$75,000 of principal forgiveness. This neighborhood is a high I/I contributor. There were neighborhood meetings on Zoom during Covid, which had good participation. In addition to drainage and sewer work, we will have to replace the water main and reconstruct the road. In FY22, the voters approved \$330,715 for the design of the project, which is now underway. This includes \$122,000 principal forgiveness from State ARPA funds. Article 4 is for the construction, at a cost of up to \$6.2M. This project was ranked highly with the Stormwater SRF. The drain and sewer portions may have 20% principal forgiveness also.

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

Mr. Papakonstantis brought the discussion back to the Board. Ms. Belanger said it was fine as-is.

**MOTION:** Ms. Belanger moved to recommend Article 4, Westside Drive Area Reconstruction, in the amount of \$6,020,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 5, Intersection Improvements:  
*To see if the Town will vote to raise and appropriate the sum of seven hundred ninety eight thousand and zero dollars (\$798,000) for the purpose of making intersection improvements to the Pine Street, Linden Street, and Front Street intersection, and the*

*Railroad Avenue, Winter Street and Columbus Street intersection, and to authorize the issuance of not more than \$798,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue and negotiate such bonds or notes and to determine the rate of interest thereon; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project. Debt service will be paid from the general fund. (Estimated Tax Impact: assuming 10 year bond at 4.00% interest: .050/1,000, \$5.00/100,000 of assessed property value). Bond payments would begin approximately one year after issuance. 3/5 ballot vote required for approval.*

Mr. Vlasich said in FY19, the town approved an intersection improvements study. They looked at four intersections, but two are in Article 5. The biggest is Front/Pine/Linden Street, where they proposed a roundabout at a cost of \$720,000. The other intersection is Winter/Railroad/Columbus; the cost is \$78,000 for minor improvements on the edge of pavement stop bars and some additional sidewalk.

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

Mr. Papakonstantis brought the discussion back to the Board. Ms. Belanger said it was fine as-is.

**MOTION:** Ms. Belanger moved to recommend Article 5, Intersection Improvements, at \$790,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 6, Solar Array Landfill Property:

*To see if the Town will vote to raise and appropriate the sum of one million six hundred nine thousand nine hundred and forty five dollars (\$1,609,945) to be added to Article 4 of the 2021 Town Meeting, for the purpose of constructing a solar array on Town owned land described as Map 98 Lot 3, and Tax Map 100 Lot 4, and authorize the issuance of not more than \$1,609,945 of bonds or notes to be added to \$3,617,629 in bonding authority approved by Article 4 of the 2021 Town Meeting, all in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue and negotiate such bonds or notes and to determine the rate of interest thereon; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project. Debt service will be paid by the revenue generated by selling the power and Renewable Energy Certificates and the proceeds from the 30% Solar Investment Tax Credit. (Estimated Tax Impact: none, assuming revenues and assuming a 20 year bond at 4.00% interest). Bond payments would begin approximately one year after issuance. 3/5 ballot vote required for approval.*

Town Planner Dave Sharples was present to discuss Article 6; Dan Weeks of Revision Energy and Larry Pignataro of Competitive Energy Services were present via Zoom.

Mr. Sharples said warrant article March 2021 was for \$3,617,629; at the time, that was the quote from Revision Energy, but the unknown was the cost of the

interconnection study with Unitil. Revision was going to cover that cost. The voters approved, but the interconnection study took a lot longer than expected, 8 months, and came back with a cost of \$641,000 for interconnection cost, which was much higher than \$125,000 carried for that cost. There was also rapid inflation during that time in labor and materials. This past August, the Inflation Reduction Act was passed, which provides a tax credit of 30% for renewable energy projects for municipalities. At current pricing, we're looking to add \$1,452,990 to the approved cost.

Mr. Sharples said we compared Revision's estimates with a third-party review. Revision showed that the cash flow would be positive from year 1; CES shows the project being cash flow positive in year 1 - year 11, in the red in years 12-20, then the loan is paid off and the system starts making money. Revision says there would be a savings of around \$4M; CES said a savings of \$500,000. The difference is due to their differing outlooks on the utility market and the value of the electricity created. Revision put in a straight 2.5% escalator from 17 cents in year 1 to 44 cents, based on historical data. CES said the value of solar is 12 cents in year 1 and will go down; it won't come back up to today's price until 2058. CES still saw a positive cash flow after 25 years. Mr. Sharples asked CES why they think they price will go down, and they said the introduction of renewable energy will have a deflationary effect on the market, because it will be cheaper to create and supply.

Mr. Papakonstantis opened the discussion for public comment.

Renay Allen, the Chair of the Energy Committee, said another benefit of this project is that we would be annually not using 2.2M pounds of carbon, which is important. We owe it to our grandchildren to offset the carbon.

Mr. Papakonstantis closed public comment and brought discussion back to the Board. Ms. Cowan said she's excited that this is happening.

Mr. Papakonstantis asked about the timeline. Mr. Sharples said the study work has been completed. Revision said we'll honor our price for 60 days, and we're within 60 days of the March vote. Signed an interconnection agreement for \$330,000 with Unitil.

**MOTION:** Ms. Belanger moved to amend the dollar figure in Article 6 to \$1,609,645. Ms. Gilman seconded. The motion passed 4-0.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 6, Solar Array Landfill Property, in the amount of \$1,609,645. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 7, Groundwater Source Development:

*To see if the Town will vote to raise and appropriate the sum of five hundred thousand dollars (\$500,000) for the purpose of continuing efforts to develop groundwater sources in the town, and to authorize the issuance of not more than \$500,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue and negotiate such bonds or notes and to determine the rate of interest thereon; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may*

*become available for this project. Debt service to be paid from the Water Fund. 3/5 ballot vote required for approval.*

Mr. Vlasich said this is part of a continuing effort on groundwater source development. We have a place off of Drinkwater Road that our consultants determine will have a capacity of 400 gallons per minute. We applied for a permit for large groundwater discharge. The next step is landowner negotiations and well construction. This \$500,000 is for the design of the well house and the transmission route. The water will go to the Lary Lane Treatment Plant.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Belanger said the article is fine as-is. We need to keep working on the water supply.

**MOTION:** Ms. Belanger moved to recommend Article 7, Groundwater Source Development, in the amount of \$500,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 8, Court Street Sewer Pump Station Equipment Replacement:

*To see if the Town will vote to raise and appropriate the sum of four hundred thousand dollars (\$400,000) for the purpose of replacing aged equipment at the Court Street sewer pump station, and to authorize the issuance of not more than \$400,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Select Board to issue and negotiate such bonds or notes and to determine the rate of interest thereon; and further to authorize the Select Board to apply for, obtain and accept federal, state or other aid, if any, including principal forgiveness, which may become available for this project. Debt service to be paid from the Sewer Fund. 3/5 ballot vote required for approval.*

Mr. Vlasich said Court Street has three old pumps in it, which the \$400,000 will replace.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Belanger said it's fine as-is.

**MOTION:** Ms. Belanger moved to recommend Article 8 Court Street Sewer Pump Station Equipment Replacement, at \$400,000. Ms. Gilman seconded. The motion passed 4-0.

**MOTION:** Ms. Belanger moved to close the public hearing for the Bond Articles. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read the notice of the public hearing on the operating budget:  
*The Exeter Select Board hereby gives notice of a public hearing on the Town of Exeter Fiscal Year 2023 operating budget and all financial and other warrant*

*articles on Tuesday, January 17th, 2023, at 7 PM in the Nowak Room of the Exeter Town Offices. This hearing will be held pursuant to RSA 32:5 and RSA 40:13. Dated December 20th, 2022.*

**MOTION:** Ms. Belanger moved to open the public hearing for the 2023 Town of Exeter Operating Budget. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis said Deliberative Session will take place at the HS on February 4th. Town Meeting will be held Tuesday, March 14th in Talbot Gymnasium at the Tuck Learning Center, from 7 AM - 8 PM.

Mr. Papakonstantis read Article 10, 2023 Operating Budget:

*Shall the Town of Exeter raise and appropriate as an operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$21,287,697. Should this article be defeated, the default budget shall be \$21,049,573, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law, or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. (Estimated Tax Impact: .43/1,000 assessed property value, \$43/100,000 assessed property value). Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Belanger said there's not much increase over the year before. The BRC did a wonderful job of vetting everything. Mr. Papakonstantis discussed the timeline of creating and reviewing the budget.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 10 at \$21,287,697. Ms. Cowan seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 11, Water Fund Budget:

*Shall the Town of Exeter raise and appropriate as a water operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$4,549,370. Should this article be defeated, the water default budget shall be \$4,391,224, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law. Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Belanger said it's fine as-is.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 11, 2023 Water Fund Budget, at \$4,549,370. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 12, Sewer Fund Budget:

*Shall the Town of Exeter raise and appropriate as a sewer operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$7,432,301. Should this article be defeated, the default budget shall be \$7,194,062, which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law. Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 12, 2023 Sewer Operating Budget, at \$7,432,401. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 13, Vactor Truck Replacement:

*To see if the Town will vote to authorize the Select Board to enter into a 7-year lease/purchase agreement for \$548,369 for the purpose of lease/purchasing a replacement for a vactor truck in the Public Works Sewer Department, and to raise and appropriate the sum of one hundred thousand two hundred seventy three dollars (\$100,273), which represents the first of 7 annual payments (a total of \$636,108) for this purpose. This lease/purchase will contain an escape (non-appropriation) clause. This sum to come from sewer funds. Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 13, Vactor Truck Replacement, in the amount of \$548,369. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 14, Sewer Capacity Rehabilitation:

*To see if the Town will raise and appropriate, through special warrant article, the sum of three hundred eighty thousand dollars (\$380,000), for the purpose of engineering services related to sewer capacity rehabilitation. This sum to come from sewer funds. Majority vote is required.*

Mr. Vlasich said this is to design new sewers for ones that are currently at capacity at High Street and Gilman Lane. Ms. Belanger asked about Gilman Lane, which she said is being renamed on the agenda tonight. Mr. Vlasich said Gilman Lane is near Portsmouth Avenue where PEA is constructing neighborhood housing. The town is responsible for sewers in that area.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 14, Sewer Capacity Rehabilitation, in the amount of \$380,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 15, Linden Street Bridge Rehabilitation:  
*To see if the Town will vote to raise and appropriate the sum of two-hundred ninety five thousand dollars (\$295,000) for the purpose of making repairs and rehabilitation of the Linden Street bridge. This sum to come from taxation. (Estimated Tax Impact: .132/1,000, \$13.17/100,000 assessed property value). Majority vote is required.*

Mr. Vlasich said Linden Street Bridge is exhibiting some bulging out of the abutments and wing walls. This project will create pins and a new concrete abutment.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Gilman said this is not the same process as the Linden Street Culvert Replacement.

**MOTION:** Ms. Belanger moved to recommend Article 15, Linden Street Bridge Rehabilitation, at a cost of \$295,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 16, Sidewalk Tractor #57 Replacement:  
*To see if the Town will vote to authorize the Select Board to enter into a 5-year lease/purchase agreement for \$177,705 for the purpose of lease/purchasing a replacement for a sidewalk tractor in the Public Works Department, and to raise and appropriate the sum of forty thousand two hundred eighty six dollars (\$40,286), which represents the first of 5 annual payments (a total of \$191,939) for this purpose. This lease/purchase will contain an escape (non-appropriation) clause. This sum to come from general taxation. (Estimated Tax Impact: .018/1,000, \$1.80/100,000 assessed property value). Majority vote is required.*

Mr. Vlasich said this sidewalk tractor has double the anticipated useful life on it.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Mr. Papakonstantis said the BRC had a robust discussion on this with representatives of Public Works.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 16, Sidewalk Tractor #57 Replacement, in the amount of \$177,705. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 17, Parks Improvement Capital Reserve Fund:  
*To see if the Town will vote to raise and appropriate the sum of one-hundred thousand dollars (\$100,000) to be added to the Parks Improvement Capital Reserve Fund previously established. This sum to come from unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Parks and Rec Director Greg Bisson said this is the 5th year of the Parks Improvement Fund. We have accomplished 41 different projects with this fund, helping us dig out from the list of deferred maintenance projects.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 17, Parks Improvement Capital Reserve Fund, in the amount of \$100,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 18, Appropriate to Sick Leave Expendable Trust Fund:

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

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 18, Appropriate to Sick Leave Expendable Trust Fund, in the amount of \$100,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 19, Highway Truck Replacement:

*To see if the Town will raise and appropriate, through special warrant article, the sum of fifty three thousand five hundred and fifty eight dollars (\$53,558), for the purpose of purchasing a replacement for Highway Truck #5, purchased in 2011. This replacement is for an existing ½ ton truck to a 1/2 ton F150 4X4 with a plow package. This vehicle is primarily used for everyday activities, and one of the departments on call trucks. It is used with vehicle-mounted arrow board during traffic control operations. It is also used to transport manually operated snow blowers to clear crosswalks, building approaches, ramps, train station, and Lincoln Street. This sum to come from unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 19, Highway Truck Replacement, in the amount of \$53,558. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 20, Public Works Facility Garage:

*To see if the Town will raise and appropriate, through special warrant article, the sum of fifty thousand dollars (\$50,000), for the purpose of design work on a new garage at the Public Works Complex on Newfields Road. This sum to come from unassigned fund*



*balance \$25,000, water funds \$12,500, and sewer funds \$12,500). (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Mr. Vlasich said this continues efforts of previous years where an Architect did the programming and concept plan for the facility. Now we're trying to site the project. We also have some new land next to the existing Public Works. We're looking at the fuel island and circulation through the site. This step will also develop the concept budget and look at DPW operations for current and future staffing levels. The Facilities Advisory Committee suggested the addition of an operational review.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Gilman said this was discussed at the FAC, and this is a good second step. The facility has been in danger of failure for a number of years, and it's time to pay attention to it. Mr. Papakonstantis said this is different from last year's article, which did not pass. The FAC has now endorsed this, and Public Works went back to the drawing board on the need for repairs. This will quickly be a hazard. We need to explain to the voters that this is a different warrant article and there truly is a need.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 20, Public Works Facility Garage, in the amount of \$50,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 21, Downtown Parking, Pedestrian, and Traffic Analysis:

*To see if the Town will raise and appropriate, through special warrant article, the sum of fifty-thousand dollars (\$50,000), for the purpose of conducting a traffic and parking, traffic and pedestrian analysis in the downtown area to include a portion of Front Street, Water Street, String Bridge, Franklin Street, Bow Street, Chestnut Street, Center Street, and other streets in the general downtown area. This sum to come from unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Belanger said during the budget review process, there wasn't enough information at the meetings on this, so a few members voted no. This is for traffic and parking. Town ordinances allow condos to be built with zero parking, and three such projects have been approved. We need to know what we have for parking and make sure we're ok with winter parking ban parking. Ms. Gilman said they should also see if they can come up with a new traffic pattern downtown and look at pedestrian and bicycle safety.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 21, Downtown Parking, Pedestrian, and Traffic Analysis, in the amount of \$50,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 22, Conservation Fund:

*To see if the Town will raise and appropriate, through special warrant article, the sum of fifty thousand dollars (\$50,000), to be added to the Conservation Fund established pursuant to RSA 36-A:5. These funds will be used for purposes consistent with the Conservation Fund including the purchase of interests in real property to be held for conservation purposes. This sum to come from unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Mr. Dean asked that the wording be amended by adding "to be added to" the Conservation Fund.

Mr. Papakonstantis said we had a presentation on this last week from the Conservation Planner and the Conservation Commission. They gave a thorough explanation of its usage.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 22, Conservation Fund, in the amount of \$50,000, with the wording to be amended "to be added to" the Conservation Fund. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 23, Appropriate to the Snow and Ice Deficit Non-Capital Reserve Fund:

*To see if the Town will vote to raise and appropriate the sum of fifty-thousand dollars (\$50,000) to be added to the Snow and Ice Deficit Non-Capital Reserve Fund previously established. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Mr. Dean said this has functioned well in previous years.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 23, Appropriate to the Snow and Ice Deficit Non-Capital Reserve Fund, in the amount of \$50,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 24, Fire Inspector Vehicle:

*To see if the Town will raise and appropriate, through special warrant article, the sum of forty nine thousand three hundred and thirteen dollars (\$49,313), for the purpose of purchasing and equipping a replacement for Fire Department Inspector vehicle. This purchase would replace a 2012 Jeep Patriot with a hybrid Ford Explorer. The vehicle will be used for incident command. This sum to come from unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Fire Chief Eric Wilking was present to discuss this article. He said this is replacing an aging vehicle with water damage and mold inside. This would be the first hybrid in the fleet.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Belanger said we're making strides on our energy efficiency.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 24, Fire Inspector Vehicle, in the amount of \$49,313. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 25, ADA Non Capital Reserve Fund and Study: *To see if the Town will vote to establish a non capital reserve fund under RSA 35:1-c for the purpose of implementing the Town's ADA Transition Plan under the jurisdiction of the Code Enforcement Officer, and to raise and appropriate the sum of twenty five-thousand dollars (\$25,000) to be placed in this fund and further the Select Board shall be named agents of the fund and be authorized to make expenditures from the fund. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Mr. Papakonstantis said this is the first step toward achieving our goal of being more ADA compliant. Ms. Gilman said this issue came up in the recent Department of Labor audit.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 25, ADA Non Capital Reserve Fund and Study, in the amount of \$25,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 26, Town Hall Revolving Fund: *To see if the Town will vote to raise and appropriate the sum of five thousand dollars (\$5,000) to be added to the Town Hall Revolving Fund previously established. This sum to come from the unassigned fund balance. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Gilman said this is a small amount for the work that needs to be done. Mr. Papakonstantis said Ms. Gilman is working on grants. The Arts and Culture Commission will come back to the Board regarding their proposal on replacing the chairs.

Ms. Roy said the ARPA funding still available is \$736,374. The last time it was used was 8/8/22. The chair purchase would qualify for ARPA funds.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 26, Town Hall Revolving Fund, in the amount of \$5,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 27, Appropriate to the Trust Fund - Swasey Parkway:

*To see if the Town will vote to raise and appropriate the sum of three thousand nine hundred and zero dollars (\$3,900) to be added to the Swasey Parkway Trust Fund*

*previously established. This sum to come from unassigned fund balance. This amount is equivalent to the amount of permit fees collected during the prior year for use of the Swasey Parkway. (Estimated Tax Impact: None. No amount to be raised by taxation). Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 27, Appropriate to the Trust Fund - Swasey Parkway, in the amount of \$3,900. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 28, Treasurer Appointment:

*To see if the town will vote to change the office of Town Treasurer from an elected position to an appointed position in accordance with RSA 41:26-e. Such appointment shall be made in accordance with RSA 669:17-d upon recommendation of the Town Manager with approval of the Select Board. Such appointment shall be made in writing and shall include the compensation to be paid. If approved, the person holding the elected office shall continue to hold such office until the next annual town election following the vote. Majority vote is required.*

Mr. Papakonstantis asked for public comment.

Mr. Stevens said the point of this article is to bring stability to the Treasurer position. It's a vital position for Finance. We have a solid person in the role now. Mr. Dean said it's important to financial administration. Our intent would be to recommend the current Treasurer to be the appointed Treasurer.

Mr. Papakonstantis brought the discussion back to the Board. Ms. Belanger said this is long overdue. Ms. Gilman said this is the trend at the County level; for example, they just changed Sheriff to a 4-year cycle from a 2-year cycle for more stability. This will allow us to have a settled, well-functioning Finance Department.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 28, Treasurer Appointment, as written. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 29, CATV Fund Amendment:

*Shall the Town amend the cable access revolving fund, established pursuant to RSA 31:95-h by Article 37 of the 2010 Town Warrant, as follows: "revenues received from cable franchise fees will be deposited into the fund in an amount determined by the Town Manager or governing body annually, and the money in the fund shall be allowed to accumulate from year to year, and shall not be considered part of the town's general fund unreserved fund balance. The Town Treasurer shall have custody of all moneys in the fund, and shall pay out the same only upon order of the Town Manager or governing body and no further approval is required by the legislative body to expend. Such funds may be expended only for the purpose for which the fund was created." Majority vote is required.*

Mr. Dean said this is the result of conversations around the Cable TV fund and figuring out the right percentage. If we leave it open, we can make it flexible enough to manage.

Mr. Stevens said we're creating flexibility on how much goes back to the General Fund, to make sure CATV is taken care of first.

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

Ms. Belanger said this is something the BRC subcommittee for General Government has been wanting to do for years.

Mr. Dean said the written article has a typo: it has a question mark in one place instead of a period.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 29, CATV Fund Amendment, with a period in place of a question mark. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 30, Readopt Veterans Credit:

*Shall the Town readopt the optional veteran's tax credit in accordance with RSA 72:28, II, for an annual tax credit on residential property of \$500. Majority vote is required.*

Mr. Papakonstantis asked for public comment, but there was none. He brought the discussion back to the Board.

**MOTION:** Ms. Belanger moved that the Select Board recommend Article 30, Readopt Veterans Credit, with an annual limit on residential property of \$500. Ms. Gilman seconded. The motion passed 4-0.

Mr. Papakonstantis read Article 31, a Citizen's Petition:

*By Petition, Shall the Town vote: On the petition of Dwane Staples and other registered voters of the town of Exeter, NH, to see if the town will vote to authorize and direct the Exeter Select Board to keep the roadway in Swasey Parkway completely open to motorized pleasure vehicles with travel being in a one way direction as it currently exists. This will keep the Swasey Parkway as an area that can be fully accessed by all without creating hardships for those with mobility issues, allow motorized vehicles in the roadway so that we will still be able to keep and enjoy the Farmers Market that has been a tradition in the Parkway for many years and will also allow motorized vehicles to be able to use the roadway for events and pavilion concerts. This will still allow the roadway in Swasey Parkway to be closed for events but will ensure that the above mentioned items will still be able to be enjoyed by all citizens in the area.*

Mr. Papakonstantis said the petitioner, Duane Staples, could not be here today to formally present the petition, but he will be at Deliberative Session. The Board can't change the wording or intent of a citizen's petition. Unless there is a dollar figure, the Board doesn't have to vote on it. It appears to be an appeal of a vote from earlier this year that is pending litigation, so it seems premature. Mr. Dean said Counsel looked at

this and said that the process is ongoing. We expect an update this week. If this vote passed, it could overturn what's being done in the courts, but his understanding is that it would not supersede a finalized ruling.

Mr. Papakonstantis discussed Article 32, a Citizen's Petition on single-use plastics.

Mr. Papakonstantis asked who the petition was submitted by. Mr. Dean said the first name on the list was Christopher Zigmont. Mr. Papakonstantis asked if he were invited tonight, but Mr. Dean said no.

Ms. Gilman said rather than read the article, he could reference the meeting minutes of 12/19, but Mr. Papakonstantis said no, this wording is different.

Mr. Papakonstantis said at the third and final hearing of the single-use plastic ordinance the Board provided feedback, and he thought they would be back on January 30th with another draft. This article varies from the other drafts, but it still doesn't take into consideration who is authorized to enforce the RSA. It should be the Code Enforcement Officer or the Health Officer. Ms. Gilman said if this is going to be a town ordinance, it would be enforced by the Police Department.

Mr. Papakonstantis said the Board was unanimously in agreement on working with the Sustainability Committee to get there. If this passes, we still have unanswered questions of funding for Parks and Rec, the issue of storage, the issue of enforcement, and the definition of "town property."

Ms. Belanger said Clyde's Cupcakes spoke about their concerns at a previous meeting. This was still a work in progress. Who's going to be present at events to enforce this?

Mr. Papakonstantis asked if Counsel reviewed this. Mr. Dean said yes, and Counsel had a few notes. The "would" or "would not" language shouldn't impact the adoption. On the plastics, there's minimal guidance to make corrections. There's an attempt to regulate town property including town roads; would a delivery truck using town roads be subject to it? Definitions such as "reasonable replacements" were a concern. This impacts vendor permits, but is not part of vendor registrations, so we will end up cross-referencing one ordinance with another.

Mr. Papakonstantis said the Board agreed to continue working with the Sustainability Committee on this. Is the committee still willing to do that? He doesn't want to assume that this petition is the same as the other work.

Ms. Cowan said this is the kind of town government we allow, so there's nothing to be done about it.

Ms. Belanger said she feels that the enforcing person has to be present at any permitted event.

Mr. Papakonstantis asked Mr. Dean to reach out to the petitioner to invite them to Deliberative Session.

Mr. Dean said his understanding was that the draft the Select Board asked for was created and would come to the Select Board on January 30th. Ms. Belanger said she thinks it's important that we get that draft back. That was the next step.

Ms. Gilman asked if Citizen's Petitions can be edited at Deliberative Session. Mr. Dean said the subject matter and intent of the article can't be altered. The moderator has allowed other revisions in the past.

Mr. Papakonstantis read Article 33, to legally transact any other business that would come before this meeting.

Ms. Belanger asked if we allow public comment on citizen's petitions. Mr. Papakonstantis said yes if the public wished to speak, but there was no comment.

**MOTION:** Ms. Belanger moved to close the public hearing on the FY 2023 Warrant Articles. Ms. Gilman seconded. The motion passed 4-0.

## 6. Regular Business

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

**MOTION:** Ms. Gilman moved to approve a Veteran's Credit for 82/33 in the amount of \$500 for FY 2023. Ms. Belanger seconded. The motion passed 4-0.

**MOTION:** Ms. Gilman moved to approve a Veteran's Credit for 68/6/433 in the amount of \$500 for FY 2023. Ms. Belanger seconded. The motion passed 4-0.

**MOTION:** Ms. Gilman moved to approve a Veteran's Credit for 74/86 in the amount of \$500 for FY 2023. Ms. Belanger seconded. The motion passed 4-0.

### b. Permits & Approvals

Mr. Papakonstantis said there's a memo from Jason Fritz on behalf of the E911 Committee on the PEA Faculty Housing Project off Gilman Lane. PEA is asking to name a new street "Stuckey Place." Chief Wilking said Jason Fritz isn't present because he assumed this meeting was just the public hearing, but the Board could approve this tonight.

Ms. Gilman asked if this is a public road or a private road. Mr. Papakonstantis said we don't need Jason Fritz to be present, but would like clarification on that. Chief Wilking said he doesn't think the town maintains the current Gilman Lane, so it would be reasonable to assume that will continue, but he can find out. He suggested asking someone from PEA to come to discuss it.

Mr. Papakonstantis said the Board will discuss this again on January 30th.

### c. Town Manager's Report

- i. Mr. Dean met with the Downeaster last week, and they are looking to forward some grant money to the town if we can come up with plans for a train station. Regarding Quiet Zones, NNEPRA is opposed to them. It takes quite a bit of work to get one established, including an in-depth study.
- ii. The Community Power Documents are signed and sent as of last week.

- iii. The annual reports continue to come in. Pam McElroy has been pulling them together
- iv. He received notice of two grants, one for cybersecurity and one for lead lining.
- v. Counsel sent a court motion to dismiss regarding the John Shafmaster litigation with the town. He will keep the Board posted. There was a story in the local paper about a second lawsuit filed by John Shafmaster, but that's in the Planning Board area. Mr. Papakonstantis asked that the Board be notified of litigation before it's in the newspaper.
- vi. Mr. Papakonstantis said regarding the All-Boards meeting, he'd like the Boards and Committees to have several weeks' notice, and asked that Mr. Dean resend the proposed agenda to the five Board members for any amendments or revisions. He'd like to get the final agenda out on Monday Jan 23.

d. Select Board Committee Reports

- i. Ms. Belanger attended the Conservation Commission meeting, where she was asked about plans for future flooding in Swasey Parkway, the agenda for the All-Boards meeting, and the number of private wells and septic systems in town; she is working on the answers. The Raynes Barn work is ready to begin in the spring. The commission asks that if the trails are wet or muddy, residents consider not using them. There was an issue with some cars being broken into at the Oaklands parking lot, so they ask people to lock their doors and not leave anything in plain sight. Yeti donated their labor to fix a kiosk, and were awarded a materials cost of \$245. The commission is planning a snowshoe event and a cocoa event at Raynes in February if weather permits. NH Fish and Game is offering a butterfly workshop. She attended an RPC meeting via Zoom and heard an update on the Housing Needs Assessment. The full report will be available in the next week or so. At the Planning Board meeting, they discussed the proposed zoning ordinance. The Town Planner is concerned on the timing; he thinks there should be more public education and understanding. There was a public meeting at the High School, and some good questions were asked. Mr. Sharples is not confident about having it as a warrant article this year. The Planning Board will have another discussion about it January 26. They also discussed amending Article 9.4 of the flood plain ordinance to strengthen the town's resilience on flooding events. The Housing Advisory Committee met, and Mr. Sharples updated them about the map for zoning changes. The HAC invited Tony Texeira of the Exeter Housing Authority to the next meeting. The HAC is updating our report now that the RPC assessment is finished.
- ii. Chief Wilking said regarding the well water testing program, James Murray was at the Town Offices and collected 29 of 30 samples from homeowners. We're pleased with the pilot program. The day after Jason



Schreiber posted on the FD social media page, we had double the number people signing up. There are 115 participants in total.

- iii. Ms. Gilman had no meetings. Bill HB44, relative to permissible residential units in a residential zone, property owners have the right to develop 4 dwelling units on a single family lot if connected to municipal water and sewer services and abides to other zoning requirements. Judiciary is hearing a number of Right to Know law issues again, such as opening sealed minutes. Judiciary is hearing CACR5, the fundamental right to marry. If this passes and is signed by the Governor, the question goes to every town to vote on at the next Town Meeting. Ms. Gilman asked how she can better get this type of information to the Board and the public. Ms. Belanger said we need to have more discussion about social media.
  - iv. Ms. Cowan had no report.
  - v. Mr. Papakonstantis said that the River Advisory Committee postponed their meeting due to lack of agenda topics.
- e. Correspondence
- i. A letter from Attorney Somers of DTC Lawyers addressed to the Board. Mr. Papakonstantis said this was dated January 12, but he only saw it as part of the packet. The Land Use Boards are having a hard time keeping a quorum and having enough regular members. The ZBA is the real problem. The meetings have not been canceled, but the quorum has been down to three people. Attorney Somers' concern is legitimate. When Attorneys have to keep appearing, the applicants have to pay their fees. When we address attendance at the All-Boards meeting, we should stress to the Chairs that they need to be taking attendance more seriously. Mr. Papakonstantis said he can respond to Attorney Somers.
  - ii. A thank you letter from Saint Vincent De Paul for a \$2,000 grant.
  - iii. A thank you letter from Waypoint for a \$10,000 grant.
  - iv. A thank you letter from CASA NH for a \$375 grant.
  - v. A brochure from Camp Hope and the Pathways Mentoring Program.
  - vi. Ms. Belanger said she received correspondence not in the packet about the downtown holiday lights. They want us to keep the lights up through January or longer. Mr. Dean said the Holiday Lighting Committee said they didn't have the people power to do that. He can verify that the resident was responded to.

#### 7. Review Board Calendar

- a. The next meetings are January 30, February 13, February 27, and March 6. February 8 is the All-Boards meeting.

#### 8. Non-Public Session

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

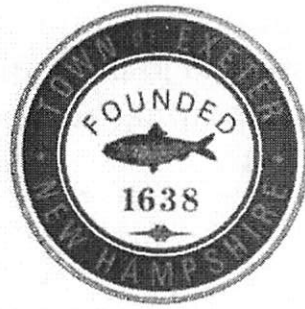
#### 9. Adjournment

**MOTION:** Ms. Belanger moved to adjourn. Ms. Gilman seconded. The motion passed 4-0 and the meeting adjourned at 9:35 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

## Appointments

# Helpsy Textile Recycling Program Presentation



Search

## HELPSY – Textile Recycling

The Town of Exeter has partnered with HELPSY to offer free curbside pick-up of clothing and household textiles to residents. Residents can schedule pick-ups in advance at [www.helpsy.co/exeternh](http://www.helpsy.co/exeternh). After filling out a request form online, a driver will be scheduled to pick-up on the selected Sunday date. Clothing should be clean, dry, odorless, bagged and left at the curb prior to 7 am the morning of pickup. As of December 2022, there is a 3-bag minimum per pick-up.

### Items acceptable for collection:

Anything you can wear, sleep in, or dry yourself off with! This includes any type of material composed of natural or synthetic fibers such as products made from wool, silk, linen, cotton, polyester, leather, vinyl, hemp, and rayon. The following items can be donated in any condition (torn, worn, stained, missing buttons, broken zippers, etc.) as long as they are clean, dry, and odorless.

**6,861lbs of clothing  
diverted from the landfill!**

 **Helpsy**



- Clothing & Fashion Accessories
- Men, Women, Children sizes
- Dresses, shirts, pants, suits, socks, pajamas, slippers, bras, underwear
- Coats, gloves, hats
- Belts, ties, scarves, bathrobes
- Wallets, purses, backpacks, totes
- Shoes / sandals/ flip flops/ boots/ sneakers/ cleats/ slippers
- Towels / sheets/ blankets / comforters
- Halloween costumes
- Curtains / drapes
- Placemats / tablecloths and linen
- Throw rugs
- Stuffed animals

**DO NOT INCLUDE:**

- X Breakable housewares or glass
- X Electronics: TVs, computers, monitors
- X Furniture
- X Building materials
- X Scrap Metal: bed frames, curtain rods
- X Large appliances
- X Mattresses
- X Encyclopedia sets, Phone Books, Magazines

Straight from HELPSY's site:

HI, WE'RE HELPSY.

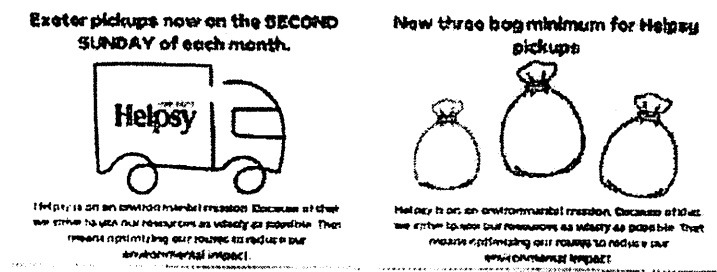
We're the largest textile collection company in the Northeast US. Unlike most used clothing businesses we have an environmental mission: to keep clothes out of the trash. In just the last year we collected 25 million pounds of clothes. The impact of the clothes we collected is the following:

- 320 million pounds of CO<sub>2</sub> emissions
- 20 billion gallons of water
- The electricity usage of 10,000 American homes

We are proud to be a Public Benefit Corporation and a Certified B Corp with an environmental mission. We believe that the tragedy of clothing filling our landfills and incinerators needs to stop.

To fight this battle, we work with partners large and small to place clothing collection containers, schedule collection drives, engage with cities and towns, manage unwanted inventories, and spread the word that CLOTHES AREN'T TRASH.

**Click any thumbnail image to view a slideshow**



## SUPPORTING DOCUMENTS

- News Release - Town of Exeter Partners with HELPSY (178 KB)**
- It's easy as 1, 2, 3 (48 KB)**
- Frequently Asked Questions (49 KB)**
- Acceptable items (42 KB)**
- Helpsy Clothing Recycling in Exeter (45 KB)**

## WEB LINKS

HELPSY Pick-Up Request

Public Works

FOLLOW US



## CONTACT INFORMATION

### Public Works

13 Newfields Road | Exeter, NH 03833

(603) 773-6157

PublicWorks@exeternh.gov

[View Full Contact Details](#)

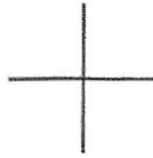


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FOR IMMEDIATE RELEASE

## **RECYCLING CLOTHING JUST GOT EASIER Exeter, NH Partners with HELPSY to offer Curbside Pick-up**

The Town of Exeter, New Hampshire is now partnering with HELPSY to offer free curbside pick-up of clothing and household textiles to residents. Beginning Saturday, January 29, 2022, pickups will happen weekly on Saturday's. Residents can schedule a pick-up in advance at [www.helpsy.o/exeternh](http://www.helpsy.o/exeternh). After filling out a request form online, a driver will be scheduled to pick-up on the selected date. Clothing should be clean, dry, odorless, and bagged and left at the curb prior to 7am the morning of pickup.

"HELPSY's mission is to keep clothes out of the trash," says Dan Green, Co-Founder and CEO of HELPSY. The largest clothing collector in the Northeast, HELPSY partners with municipalities and organizations across ten states to collect unwanted clothing and other textiles. Through a combination of clothing drives, home pick-ups, thrift store partners and clothing receptacles, HELPSY diverted nearly 30 million pounds of textiles from landfills last year.

According to the EPA, Textile waste is one of the fastest growing waste streams in the United States...occupying nearly 5% of all landfill space. The U.S. throws away 36 billion pounds of textiles each year...that is nearly 100 pounds per person. Of those discarded textiles, 95% could be recycled...but currently only 15% is recycled.

"HELPSY is dedicated to changing the way people think about clothing recycling while adhering to the highest level of social and environmental performance," said Green. The

Company's efforts have earned it a Certified B Corporation designation...using *business as a force of good*™.

HELPSY accepts clean, dry, odorless and bagged clothing and fashion accessories (gently used, stained, worn, or torn) including dresses, shirts, pants, suits, coats, gloves, hats, belts, ties, scarves, wallets, purses, backpacks, totes, shoes, towels, bedding, costumes, curtains, placements, tablecloths, and throw rugs. Items that will not be accepted include breakable houseware or glass, electronics, furniture, building material, scrap metal, appliances, mattresses, encyclopedia sets, phone books or magazines.

For more about Exeter, NH Recycling Programs contact the Town's Department of Public Works at [publicWorks@exeternh.gov](mailto:publicWorks@exeternh.gov). To learn about HELPSY go to [www.helpsy.co](http://www.helpsy.co)

LAURA JOHANSON  
Marketing Manager, HELPSY.CO  
[laura@helpsy.co](mailto:laura@helpsy.co)  
Cell: 631-974-6867



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**HELPSY SOURCE (/HELPSYSOURCE)**

**2021 IMPACT REPORT (/IMPACT-REPORT)**

**HOME PICKUP**

**HOME PICKUP REQUEST (/PICKUP)**

**HOME PICKUP FAQ (/HOME-PICKUP-FAQ)**

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**WORK WITH US**

**MUNICIPAL PROGRAMS (/MUNICIPAL-PROGRAMS)**

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**RETAIL PROGRAMS (/RETAIL-PROGRAMS)**

**PROJECT WARMTH (/PROJECT-WARMTH)**

**PRESS**

**FEATURED ARTICLES (/HELPSY-PRESS-1)**

**MEDIA MENTIONS (/HELPSY-PRESS-2)**

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**Schedule a Home Pickup**

# Using the Form Below

We only accept clothing, other textiles, and shoes. See the list of items we accept here.  
(<https://www.helpsy.co/find-a-bin/#items>)

Our drivers make home pickups between 7am and 5pm.

We are currently serving select municipalities in the Northeast US.

Please pick a day and have your clothes by your front door in clearly labeled plastic bags. In order to help minimize our emissions impact, please only request a pickup when you have 3 or more bags.

Can't wait for the next pickup date? Find bins near you (<https://www.helpsy.co/find-a-bin/>)!

Have questions about home pickup service? Read the Home Pickup FAQ (</home-pickup-faq>).

If you have questions, you can email [info@helpsy.co](mailto:info@helpsy.co) (mailto:info@helpsy.co?subject=Home%20Pickup%20Question) or call 800-244-6350 (tel:+18002446350)

Name \*

Email \*

Phone \*

(###)    ###    ####

Pickup Address \*

City \*

State \*

Zip Code \*

Date to choose \*

Please fill zip, to see available dates v

Special Instructions

Where our driver will find the clothes

Communication Preference \*

- Please keep me informed of news and other offerings from Helpsy. (we will never sell or share your info with anyone else)
- I do not want to know more about Helpsy. (we will also never sell or share your info with anyone else)



I'm not a robot

reCAPTCHA  
[Privacy - Terms](#)

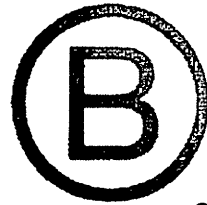
SUBMIT

Don't worry, we take your privacy very seriously.

We will never share your email or phone number with any third parties.

**HELPSY**  
**INFO@HELPSY.CO (MAILTO:INFO@HELPSY.CO) – 800.244.6350 (TEL:+18002446350)**

**Certified**



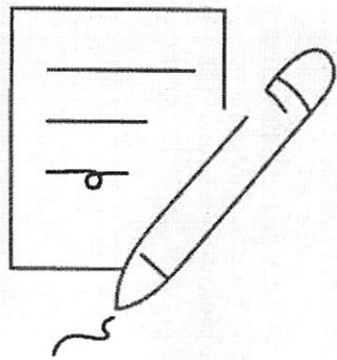
**Corporation**

(<https://bcorporation.net/about-b-corps>)

[Privacy Policy \(https://helpsy.co/privacy-policy\)](https://helpsy.co/privacy-policy)

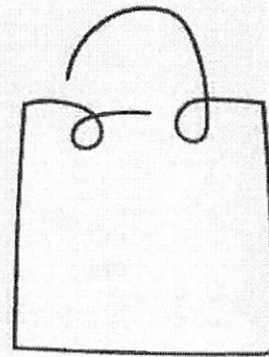


# Recycle Your Clothes For FREE with Helpsy Home Pickup Service



## SIGN UP

Go to [helpsy.co/exeternh](https://helpsy.co/exeternh)  
to easily sign up for your  
free home pickup



## BAG UP

Clean out your closet and  
bag your unwanted  
clothing



## PICK UP

Place your labeled bags by  
your front door before  
7 AM on your scheduled day

*In order to help minimize our emissions impact, please only request a pickup when you have 3 or more bags.*

We accept clothing, accessories, shoes, linens, blankets, quilts,  
table linens, stuffed animals, curtains, and more!

To learn more please visit [helpsy.co/exeternh](https://helpsy.co/exeternh)

# COLLECT Helpsy

## Frequently Asked Questions

**How do I schedule a home pickup?**

The easiest way to schedule a home pickup is by completing the pickup request form at [www.helpsy.co/pickup](http://www.helpsy.co/pickup)

**I don't have access to the internet. How else can I schedule a home pickup?**

Please call the Helpsy hotline at 800-244-6350 to schedule a home pickup.

**Does it matter what kind of bags I put the clothes in?**

Helpsy will accept any dry and clean clothing in any type of bag. It is helpful to label bags with "Helpsy."

**Where should I leave my bags of clothing?**

Please leave bags of clothing by your front door, on your porch, or near your mailbox or driveway. If a different location is needed, please use the "special instructions" section on the pickup request form to indicate the location.

**When should I leave my bags of clothing outside?**

Please leave clothing outside by 7 AM.

**I need to give special instructions to the driver on where the bags of clothes will be. How do I do that?**

Please fill out the special instructions section of the pickup request form to indicate the bags' location or any additional information.

**I scheduled my home pickup, but I forgot to include the special instructions. What should I do?**

Please call the Helpsy hotline at 800-244-6350 or email [info@helpsy.co](mailto:info@helpsy.co) and include your name, address, date of the pickup and the special instructions.

**If it's raining outside and I don't want to leave my bags outside all day, what can I do?**

Please call the Helpsy hotline at 800-244-6350 or email [info@helpsy.co](mailto:info@helpsy.co). Include your name, address, and date of the pickup. Additionally, our drivers will call the number you provided on the pickup form to let you know they have arrived if they do not see your bags outside.

**How can I reschedule my home pickup?**

Please call 800-244-6350 to reschedule.

**No one came to pick up my bags. Who can I contact?**

Please call 800-244-6350 or email [info@helpsy.co](mailto:info@helpsy.co).

# COLLECT Helpsy

## WHAT WE ACCEPT

For re-wear, reuse, and recycling, we accept the following items in any condition for all ages and genders so long as they are clean, dry, and odorless. Everything should be kept dry in a closed, plastic bag. Recycling your clothes shouldn't be hard, we're here to help!

### FOOTWEAR

- Shoes
- Heels
- Flats
- Sandals
- Flip Flops
- Boots (all varieties)
- Sneakers
- Cleats
- Slippers

### ACCESSORIES

- Hats
- Bags (pocketbooks, backpacks, duffle bags, totes)
- Belts
- Gloves
- Ties
- Scarves
- Bathrobes
- Jewelry

### OTHER

- Luggage
- Sports jerseys
- Stuffed animals

### CLOTHING

- Tops (t-shirt, blouses, shirts, tank tops)
- Sweaters
- Sweatshirts
- Dresses
- Outerwear (coats, jackets, blazers)
- Bottoms (pants, slacks, jeans, sweatpants, skirts, shorts)
- Suits
- Pajamas
- Intimates (slips, bras, underwear, socks)
- Baby clothing

### LINENS

- Sheets/pillowcases
- Blankets
- Comforters
- Curtains/Drapes
- Aprons
- Dish cloths
- Cloth napkins
- Table linens
- Quilts

# What Helpsy Accepts

Recycling clothing shouldn't be hard. We're here to help.

According to the EPA, only 15% of unwanted clothing ends up being reused or recycled, meaning the overwhelming majority of clothes end up in landfills or incinerators. Together, with your help we can increase the amount of clothing that gets a second chance to create a huge impact for our community and the planet.

Exeter has partnered with Helpsy, a certified B Corp, to provide at home clothing recycling to residents. It saves the town money, you time, and the planet resources. Recycling your clothes with Helpsy's Home Pickup service is free and couldn't be easier. Just sign up at [www.helpsy.co/TOWNST](http://www.helpsy.co/TOWNST), bag up your unwanted clothes, and Helpsy picks up from your front steps on collection day. Helpsy's only ask is that items are clean, dry, and odorless by the time they get to your front steps. You can keep them that way by putting your recycling in a closed plastic bag, you can reuse ones you've got lying around the house!

You can recycle all of the below items in any condition with Helpsy. Recycling is for everyone!

## **Footwear:**

- Shoes
- Heels
- Flats
- Sandals
- Flip Flops
- Boots (work boots, dress boots, winter boots)
- Sneakers
- Cleats
- Slippers

## **Clothing:**

- Tops (t-shirt, blouses, shirts, tank tops)
- Sweaters
- Sweatshirts
- Dresses
- Outerwear (coats, jackets, blazers)
- Bottoms (pants, slacks, jeans, sweatpants, skirts, shorts)
- Suits
- Socks
- Pajamas
- Slips
- Bras
- Underwear

Baby clothing

**Accessories:**

Hats

Bags (pocketbooks, backpacks, duffle bags, totes)

Belts

Gloves

Ties

Scarves

Bathrobes

Jewelry

**Linens:**

Sheets/pillowcases

Blankets

Comforters

Curtains/Drapes

Aprons

Dish cloths

Cloth napkins

Table linens

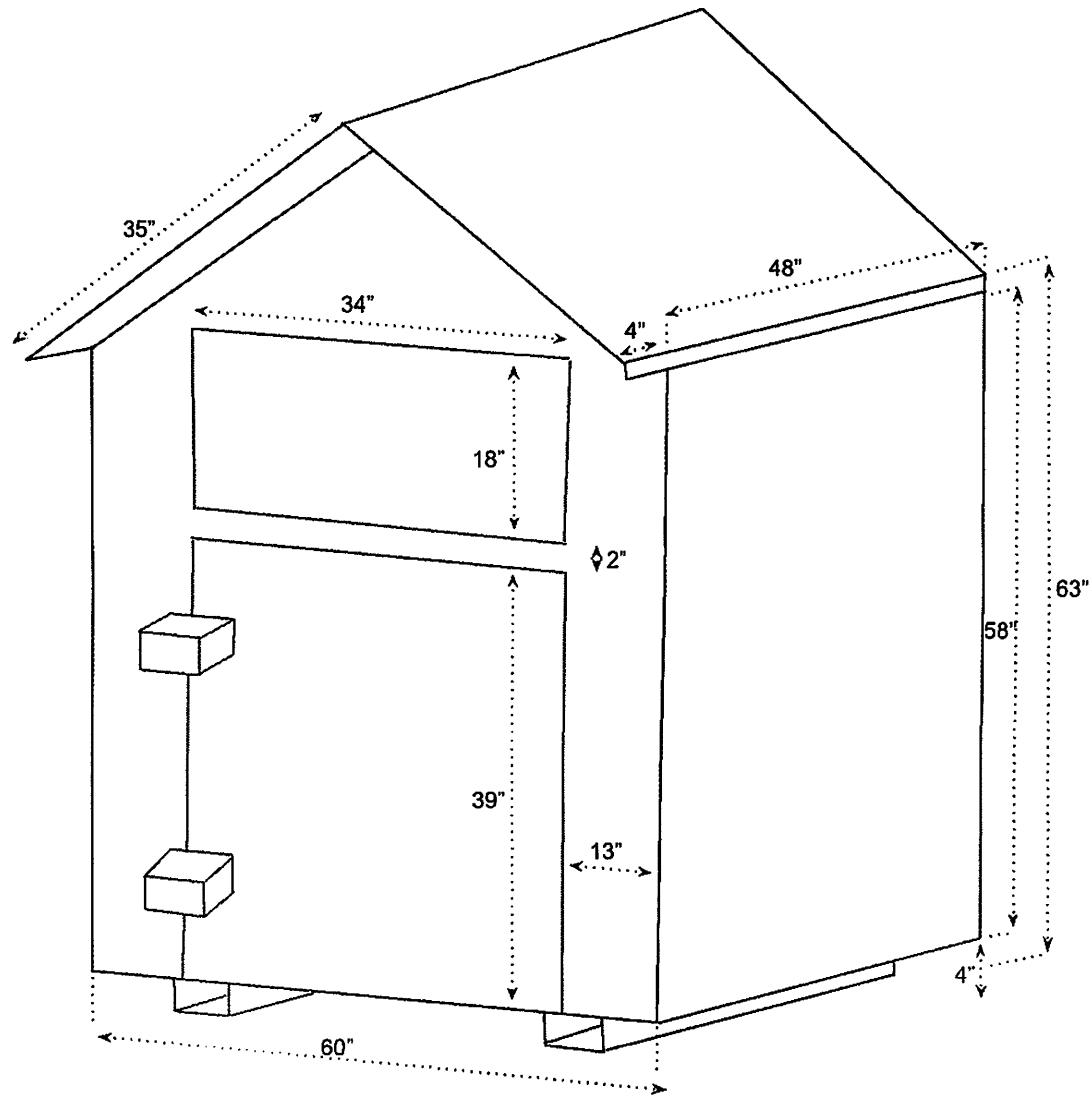
Quilts

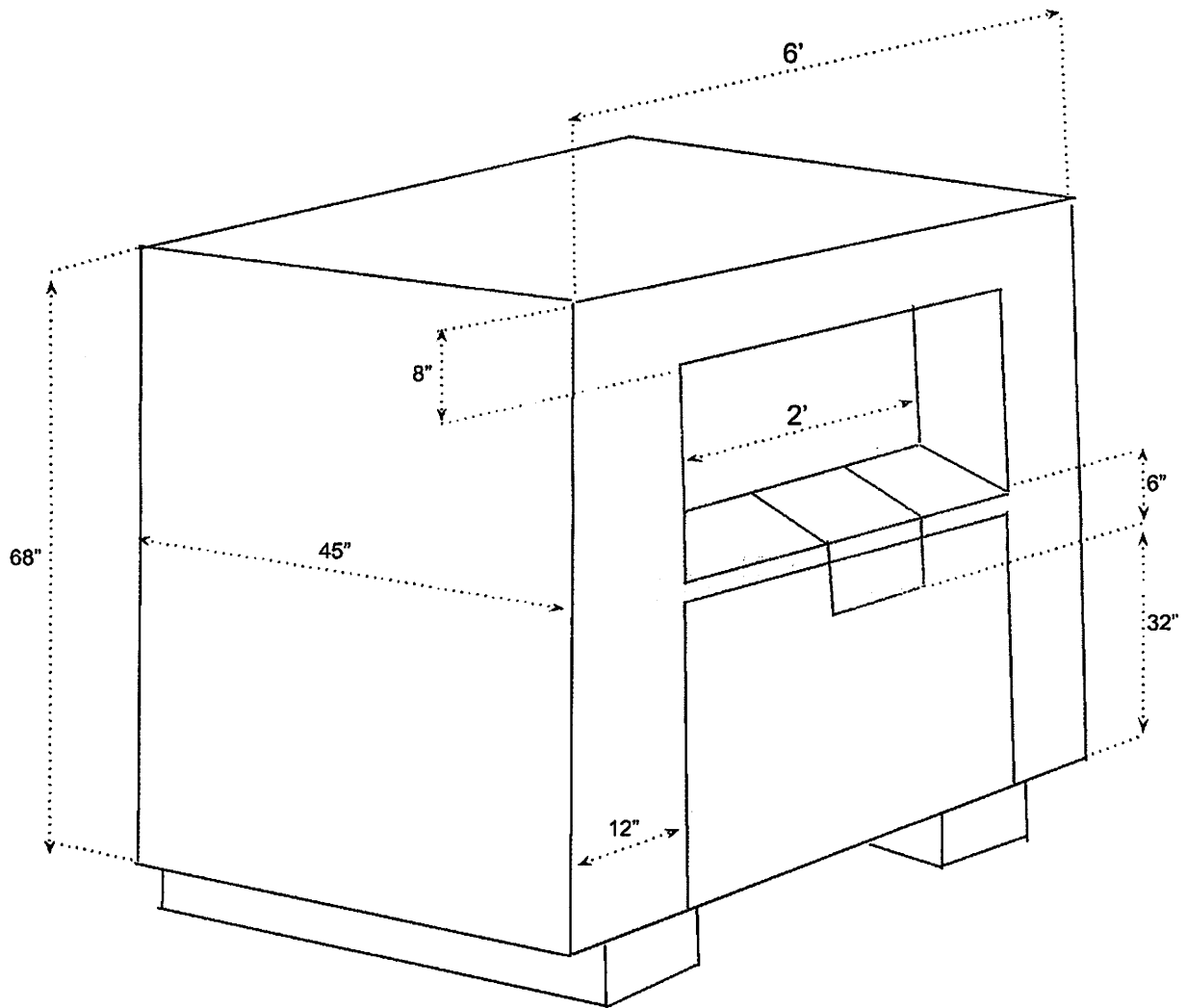
**Other:**

Luggage

Sports jerseys

Stuffed animals







# 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

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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.



## Single Use Plastics Policy

Town of Exeter	Policy Number: <b>23-01</b>	Adopted by <b>Select Board</b>
<b>Distribution of Single Use Plastics on Town Property</b>	Adoption Date: 01-XX-23 Revision Date: Effective Date: 01-XX-23	Supersedes:

**1.0 Purpose of the Policy:** The Town of Exeter recognizes that limiting the distribution and subsequent disposal of single-use plastics through reduction is necessary to protect human health, to preserve the natural environment, and to promote sustainable and ethical practices regarding material waste.

**2.0 Departments and Individuals Affected:** All Town Departments and any Town facility, Town property (excluding Town streets unless special permit is issued), Town-managed or sponsored event, or activity authorized through special permits issued under the authority of the Town of Exeter Select Board.

**3.0 Definitions:**

3.1 Distribution: The act of selling, providing or supplying products for use by customers or intended recipients at a point of sale, gathering, event, or activity.

3.2 Human Service Organization: An organization focused on providing services to people in order to help them stabilize their lives and find self-sufficiency through guidance, counseling, treatment, and/or the provision of basic needs.

3.3 Reusable Bag: a sewn bag with stitched handles that is (i) specifically designed and manufactured for at least 175 uses; (ii) can carry 25 pounds over a distance of 300 feet; and (iii) is made of cloth or other machine-washable fabric other than polyethylene or polyvinyl chloride.

3.4 Single-Use Compostable Food Service Products: a bag, bottle, food container, cup, utensil, straw or other similar food service product that is composed of one hundred percent (100%) Polylactic Acid (typically derived from plant-based starch such as corn) and provided by a vendor to a customer for the purpose of transporting or consuming food.

3.5 Single-Use Plastic Bag: a bag that is made predominantly of polyethylene plastic derived from petroleum and provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or other goods. Trash bags used for disposing of waste are excluded.

3.6 Single-Use Plastic Food Service Products: a bottle, food container, cup, utensil, straw or other similar food service product that is made predominantly of polyethylene plastic

derived from either petroleum or natural gas, and provided by a vendor to a customer for the purpose of transporting or consuming food.

**3.7 Single-Use Polystyrene Container:** a container or cup composed of synthetic aromatic hydrocarbon polymers that is made from the monomer styrene (often called Styrofoam) and provided by a vendor to a customer for the purposes of transporting food.

**4.0 Policy:** The Town of Exeter adopts this policy to discourage the use of single use plastic disposable items at any town facility, town property (excluding Town streets unless special permit is issued), town-managed or sponsored event, or activity authorized through special permits issued under the authority of the Town of Exeter Select Board unless otherwise allowed under Product Exceptions 5.0 and 6.0 Organizational Exceptions.

**4.1 Single Use Plastic Disposable Items Discouraged:**

4.1.1 Single-Use Plastic Bags.

4.1.2 Single-Use Plastic Food Service Products.

4.1.3 Single-Use Polystyrene Containers.

**5.0 Product Exceptions:**

5.1 Reusable Bags.

5.2 Single-Use Compostable Food Service Products.

5.3 Packaging materials required for food safety reasons added at the site of the business or a processing facility. Examples: wrapping around meats, seafood, lettuce mix or other perishable products.

5.4 Products where alternatives to prohibited items do not exist, until an alternative is identified.

**6.0 Organizational Exceptions:**

6.1 All town departments/vendors may distribute their remaining inventory for 12 months following policy adoption.

6.2 Items used by emergency responders or human service non-profit organizations.

6.3 Prohibited Single Use Containers brought by staff/customers themselves.

6.4 Exeter Parks and Recreation Department will work with the Sustainability Committee to develop a transition plan, implementing acceptable alternatives as they are identified with an objective of meeting financial and sustainability goals.

**7.0 Implementation Support:**

7.1 Clarification on this policy, alternative product sourcing questions, or resources for event-based composting can be directed to the Town of Exeter Conservation and Sustainability Planner.

7.2 The Town of Exeter may provide recycle bins upon request to those adhering to this policy. This service is contingent on oversight to ensure proper recycling.

## **Overview of the Proposed Ordinance to Limit the Distribution of Single Use Plastics on Exeter Town Property**

We propose the Select Board vote to create an ordinance to limit the distribution and subsequent disposal of single-use plastics through reduction and limits on all town property.

### **This ordinance WOULD;**

- Prohibit the distribution (selling or giving) of single use plastic bags, single use plastic food service containers, and single use polystyrene containers on town property including town buildings and parks, by anyone including town staff, organizations, or permittees
- Give all affected parties through December 31, 2023 to use existing inventory and identify acceptable alternatives
- Provide guidance on selecting suitable alternatives
- Provide exceptions to Human Services and Emergency Services
- Provide Parks and Recreation extended time to find suitable alternatives for the Pool concession
- Deliver enforcement in the form of assistance for sourcing acceptable products, a written warning for a second violation, and refusal of permitting for a third violation in the case of a vendor

### **This ordinance WOULD NOT;**

- Prohibit packaging materials for food safety, such as plastic wrap for meat, or perishable products, added at a local business site or processing facility
- Prohibit single use compostable products
- Prohibit reusable plastic bags
- Prohibit products where alternatives do not exist, until such times as alternatives are identified
- Prohibit individuals/ staff/ citizens from using and consuming prohibited containers brought to town property for personal consumption

# Attention: Exeter Vendors and Event Coordinators



*If you receive a special permit from the Exeter Select Board for your event/activity on Town Property, Town Ordinance 24.00 applies to you.*

## Prohibited Items

Distribution of single-use plastic bags, food service products or Styrofoam containers

## Exceptions

Reusable plastic woven bags, Compostable Products, Food Safety Packaging Materials, Items without Plastic-Free Alternatives, Items brought by customers

NOTE: 12 mo. grace period to use up remaining inventory

## Oversight

- 1st report of non-compliance will be used as an opportunity to offer guidance to find alternative products
- 2nd report will be issued a letter of non-compliance
- 3rd report permittee could be refused a future permit

LOOKING FOR PLASTIC  
FREE PRODUCTS?  
CLICK HERE:



Questions About the Policy?  
Email: [kmurphy@exeternh.gov](mailto:kmurphy@exeternh.gov)



**NOTE: THIS IS A GUIDANCE DOCUMENT ONLY, PLEASE SEE THE OFFICIAL TOWN ORDINANCE FOR FULL DETAILS**

## **DISTRIBUTION OF SINGLE-USE PLASTIC BAGS, FOOD SERVICE PRODUCTS, AND POLYSTYRENE FOOD CONTAINERS ON TOWN PROPERTY**

### **24.00 PURPOSE:**

The Town of Exeter recognizes that limiting the distribution and subsequent disposal of single-use plastics through reduction is necessary to protect human health, to preserve the natural environment, and to promote sustainable and ethical practices regarding material waste.

### **24.01 DEFINITIONS**

For the purpose of this Section, the following definitions apply:

**2401.01 *Distribution:*** The act of selling, providing or supplying products for use by customers or intended recipients at a point of sale, gathering, event, or activity.

**2401.02 *Human Service Organization:*** An organization focused on providing services to people in order to help them stabilize their lives and find self-sufficiency through guidance, counseling, treatment, and/or the provision of basic needs

**2401.03 *Reusable Bag:*** a bag specifically designed for re-use, capable of being used one hundred and sixty (160) times and has stitched or woven handles. Reusable Bags include woven reusable plastic bags.

**2401.04 *Single-Use Compostable Food Service Products:*** a bag, bottle, food container, cup, utensil, straw or other similar food service product that is composed of one

hundred percent (100%) Polylactic Acid (typically derived from plant-based starch such as corn) and provided by a vendor to a customer for the purpose of transporting or consuming food.

*2401.05 Single-Use Plastic Bag:* a bag that is made predominantly of polyethylene plastic derived from petroleum and provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or other goods. Trash bags used for disposing of waste are excluded.

*2401.06 Single-Use Plastic Food Service Products:* a bottle, food container, cup, utensil, straw or other similar food service product that is made predominantly of polyethylene plastic derived from either petroleum or natural gas, and provided by a vendor to a customer for the purpose of transporting or consuming food.

*2401.07 Single-Use Polystyrene Container:* a container or cup composed of synthetic aromatic hydrocarbon polymers that is made from the monomer styrene (often called Styrofoam) and provided by a vendor to a customer for the purposes of transporting food.

## 24.02 DISTRIBUTION OF SINGLE USE PLASTICS ON TOWN PROPERTY

No person shall distribute a prohibited single use disposable item at any town facility, town property, town-managed or sponsored event, or activity authorized through special permits issued under the authority of the Town of Exeter Select Board unless otherwise allowed under EXCEPTIONS 24.03.

*Prohibited Single Use Disposables:*

### 1. Single-Use Plastic Bags.

2. Single-Use Plastic Food Service Products.
3. Single-Use Polystyrene Containers.

#### 24.03 PRODUCT EXCEPTIONS:

1. Reusable Bags
2. Single-Use Compostable Food Service Products
3. Packaging materials required for food safety reasons added at the site of the business or a processing facility. Examples: wrapping around meats, seafood, lettuce mix or other perishable products.
4. Products where alternatives to prohibited items do not exist, until an alternative is identified.

#### 24.04 ORGANIZATIONAL EXCEPTIONS:

1. All town departments/vendors may distribute their remaining inventory through **December 31, 2023**
2. Items used by emergency responders or human service non-profit organizations.
3. Prohibited Single Use Containers brought by staff/customers themselves
4. Exeter Parks and Recreation Department will work with the Sustainability Committee to develop a transition plan, implementing acceptable alternatives as they are identified with an objective of meeting financial and sustainability goals.

#### 24.05 OVERSIGHT AND ENFORCEMENT

Subject to the exceptions above, the following shall apply:

1. Reports of non-compliance with this ordinance will be directed to the Conservation and Sustainability Planner who will work with the permittee/Town Department to find replacement products.
2. If reasonable replacements have been identified but infractions continue, the Town considers this a violation of this ordinance, and written warning will be issued. Town Departments will meet with the Town Manager and Conservation and Sustainability Planner to seek alternative solutions to achieve compliance with this ordinance.
3. Upon a second or subsequent infraction of this ordinance, the Town interprets this as a direct violation of the vendor permit and cause for refusal to approve use permit.



# **Proposed Ordinance**

## **To Limit the Distribution of Single Use Plastics On Town Property**

Presentation to: Exeter Select Board  
January 30, 2023

## Proposed Ordinance To Limit the Distribution of Single Use Plastics On Town Property

### This ordinance WOULD;

- Prohibit the distribution (selling or giving) of single use plastic bags, single use plastic food service containers, and single use polystyrene containers on town property including town buildings and parks, by anyone including town staff, organizations, or permittees
- Give all affected parties through December 31, 2023 to use existing inventory and identify acceptable alternatives
- Provide guidance on selecting suitable alternatives
- Provide exceptions to Human Services and Emergency Services
- Provide Parks and Recreation extended time to find suitable alternatives for the Pool concession
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## Proposed Ordinance To Limit the Distribution of Single Use Plastics On Town Property

### **This ordinance WOULD NOT;**

- Prohibit packaging materials for food safety, such as plastic wrap for meat, or perishable products, added at a local business site or processing facility
- Prohibit single use compostable products
- Prohibit reusable plastic bags
- Prohibit products where alternatives do not exist, until such times as alternatives are identified
- Prohibit individuals/ staff/ citizens from using and consuming prohibited containers brought to town property for personal consumption

# Impacts of Plastic Pollution

**DID YOU KNOW?**  
 Plastic cannot be recycled  
 It can only be downcycled

Unlike glass or aluminium, plastic loses quality through the recycling process.

Plastic can only be downcycled into lower quality plastic.



**MORE PLASTIC THAN FISH IN THE SEA BY 2050**

**LION MARINE ANIMALS DIE EACH YEAR FROM PLASTIC WASTE**

more than **90%** of all seabirds are found to have plastic pieces in their stomachs

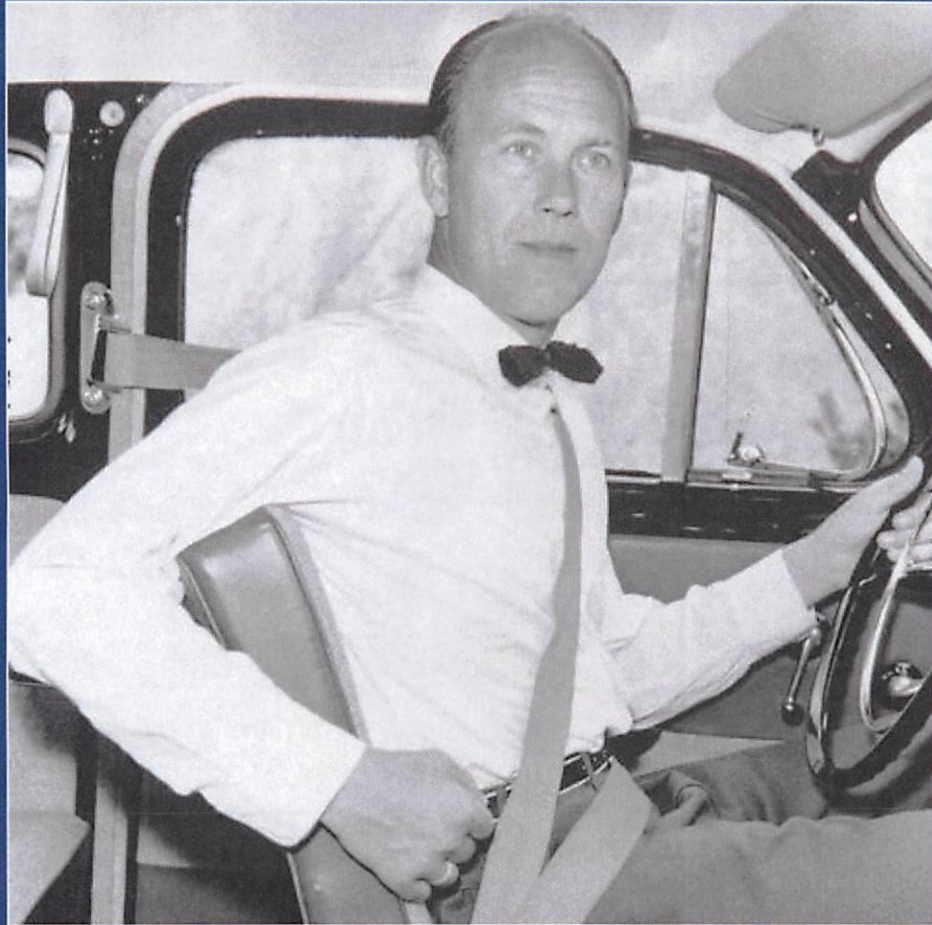
Plastic pollution is found in:

- 100%** turtles
- 59%** whales
- 36%** seals

**300 000** dolphins die each year as a result of becoming entangled in discarded fishing nets, among other items.



Presentation to: Exeter Select Board  
 January 30, 2023



Presentation to: Exeter Select Board  
January 30, 2023

Nils Bohlin

# SUMMARY - Full Potential

Full Conversion No Increase  
Alum. Bottles & Powder Gatorade

Full Conversion No Increase  
Cartons & Powder Gatorade

Full Conversion \$0.50 Increase  
Alum. Bottles & Powder Gatorade

588 Plastic Units (+ w/ sponsor)

800 Plastic Units

Presentation to: Exeter Select Board  
December 19, 2022

- Profit Loss \$1,133

- Profit Loss \$1,600

- Profit Gain \$16.80

- Profit Gain \$88.04

- Profit Gain \$1,117

Google Sheets Calculations

Presentation to: Exeter Select Board  
January 30, 2023

0.50 Price Increase & Sponsorship

titles  
Chameleon + 588 plastic



Google Sheets Calculations



Presentation to: Exeter Select Board  
January 30, 2023

**1. Town Drinking Water**

**2. The Cost of a Bottle of Water**

**3. The Cost of Recycling**

**4. The Benefits of Single Use Plastics**

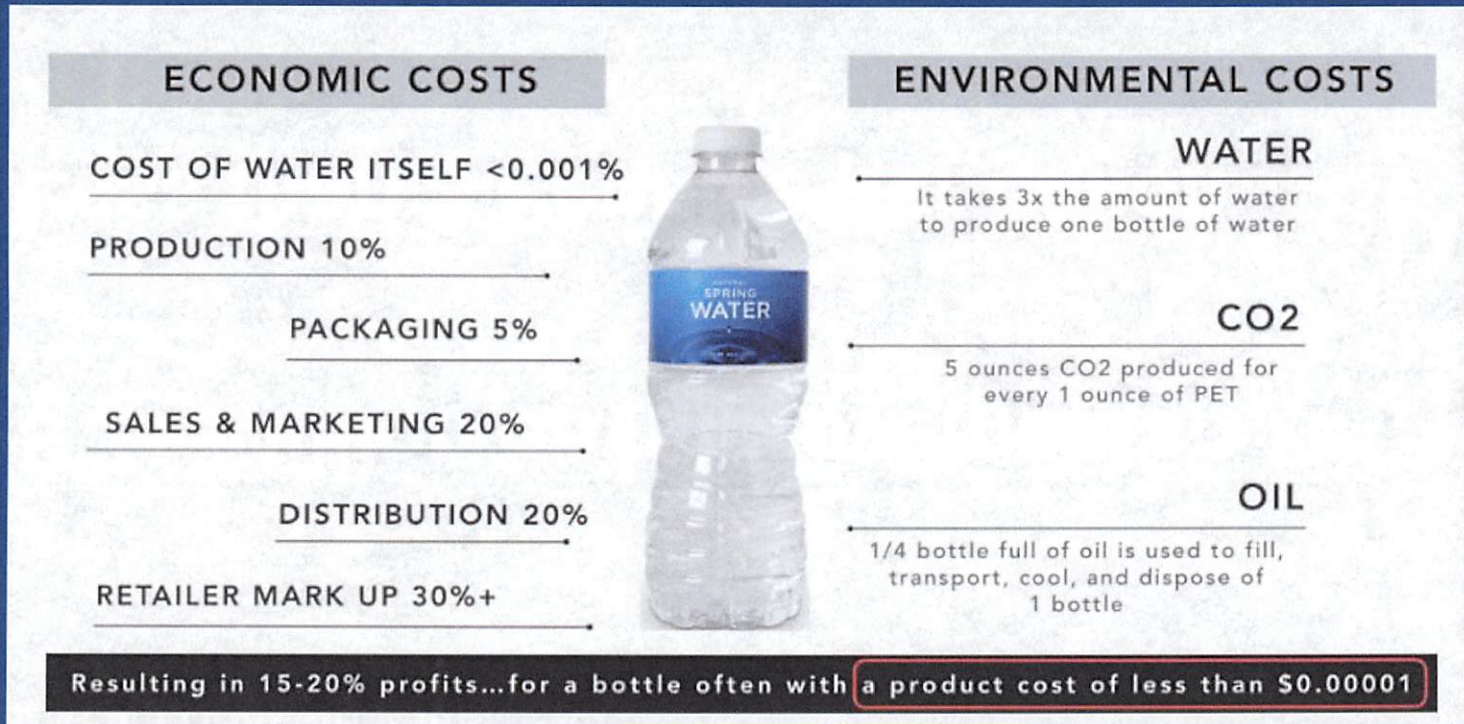


## 1. Town Drinking Water

**\$ 7+ Million on improvements**

**Less than 2 Pennies per gallon**

## 2. The REAL Cost of a Bottle of Water



### 3. The Cost of Recycling

**Approx \$.5 Million on Recycling**

### 3. The Cost of Recycling



Recycling bin samples from January 25, Exeter NH

Presentation to: Exeter Select Board  
January 30, 2023

### 3. The Cost of Recycling

*What if we put less stuff in the recycle bin? What if we kept out 1% or 5%?*

**1% of ½ Million = \$5,000**

**5% Of ½ million = \$25,000**

### 3. The Cost of Recycling

*What if we put less stuff in the recycle bin? What if we kept out 1% or 5%?*

**1% of ½ Million = \$5,000**

**5% Of ½ million = \$25,000**

### 3. The Cost of Recycling

**1% of ½ Million = \$5,000**

**5% Of ½ million = \$25,000**

**Shortfall of the pool  
concession budget = \$2,500**

## 4. The Benefits of Single Use Plastics

1. Quarterly profits for shareholders of these fine global citizens:

1. Saudi Arabian Oil Co.
2. China Petroleum & Chemical
3. PetroChina Co. Ltd.
4. Exxon Mobil Corp.
5. Shell PLC
6. TotalEnergies SE
7. Chevron Corp.
8. BP PLC
9. Marathon Petroleum Corp.
10. Valero Energy Corp.

2. None whatsoever for the rest of us



# Draft Ordinance - No Changes

## **DISTRIBUTION OF SINGLE-USE PLASTIC BAGS, FOOD SERVICE PRODUCTS, AND POLYSTYRENE FOOD CONTAINERS ON TOWN PROPERTY**

### 24.00 PURPOSE:

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# Draft Ordinance - No Changes

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# Draft Ordinance - No Changes

## 24.02 DISTRIBUTION OF SINGLE USE PLASTICS ON TOWN PROPERTY

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### *Prohibited Single Use Disposables:*

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2. Single-Use Plastic Food Service Products.
3. Single-Use Polystyrene Containers.

## 24.03 PRODUCT EXCEPTIONS:

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2. Single-Use Compostable Food Service Products
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4. Products where alternatives to prohibited items do not exist, until an alternative is identified.

# Draft Ordinance - Proposed Modifications

## 24.04 ORGANIZATIONAL EXCEPTIONS:

1. All town departments/vendors may distribute their remaining inventory through **December 31, 2023**
2. Items used by emergency responders or human service non-profit organizations.
3. Prohibited Single Use Containers brought by staff/customers themselves
4. Exeter Parks and Recreation Department will work with the Sustainability Committee to develop a transition plan, implementing acceptable alternatives as they are identified with an objective of meeting financial and sustainability goals.

## 24.05 OVERSIGHT AND ENFORCEMENT

Subject to the exceptions above, the following shall apply:

1. Reports of non-compliance with this ordinance will be directed to the Conservation and Sustainability Planner who will work with the permittee/Town Department to find replacement products.
2. If reasonable replacements have been identified but infractions continue, the Town considers this a violation of this ordinance, and written warning will be issued. Town Departments will meet with the Town Manager and Conservation and Sustainability Planner to seek alternative solutions to achieve compliance with this ordinance.
3. Upon a second or subsequent infraction of this ordinance, the Town interprets this as a direct violation of the vendor permit and cause for refusal to approve use permit.

# Draft Ordinance - Proposed Modifications

## Attention: Exeter Vendors and Event Coordinators

*If you receive a special permit from the Exeter  
Select Board for your event/activity on Town  
Property, Town Ordinance 24.00 applies to you.*



### Prohibited Items

Distribution of single-use plastic bags, food  
service products or Styrofoam containers

### Exceptions

Reusable plastic woven bags, Compostable Products, Food  
Safety Packaging Materials, Items without Plastic-Free  
Alternatives, Items brought by customers

NOTE: 12 mo. grace period to use up remaining inventory

### Oversight

- 1st report of non-compliance will be used as an opportunity  
to offer guidance to find alternative products
- 2nd report will be issued a letter of non-compliance
- 3rd report permittee could be refused a future permit



LOOKING FOR PLASTIC  
FREE PRODUCTS?  
CLICK HERE:



Questions About the Policy?  
Email: [kmurphy@exeternh.gov](mailto:kmurphy@exeternh.gov)

**NOTE: THIS IS A GUIDANCE DOCUMENT ONLY, PLEASE SEE  
THE OFFICIAL TOWN ORDINANCE FOR FULL DETAILS**

Presentation to: Exeter Select Board  
December 19, 2022

**Thank you for your time**

Presentation to: Exeter Select Board  
January 30, 2023

**NHDES ARPA Cybersecurity Implementation Grant**



# 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: January 17, 2023

TO: Russell Dean, Town Manager

FROM: Steve Dalton, Interim Water/Sewer Manager

RE: American Recue Plan Act (ARPA)  
Cybersecurity Implementation Grant

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The Town is a recipient of a NHDES ARPA Cybersecurity Implementation Grant for the total amount of \$100,000. The grant is to be divided equally (\$50,000 each) between the drinking water and wastewater systems.

The Town drinking water and wastewater treatment plants have both undergone a free, EPA approved, cybersecurity assessment on April 5, 2022. There were cybersecurity issues identified.

The grant funds will be utilized to address as many of the action items from the cybersecurity study that qualify for the funding.

The Town will need a vote of authorization to accept the grant.

Suggested wording:

To accept a State ARPA grant from the NH Department of Environmental Services in the amount of \$100,000 to the Town of Exeter and to authorize the Town Manager to sign the associated paperwork with such agreement on behalf of the Town.



GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Exeter		<b>1.4. Grantee Address</b> 13 Newfields Rd, Exeter, NH 03833	
<b>1.5. Grantee Phone #</b> 603-773-6157	<b>1.6. Account Number</b> 03-44-44-440010-2476-072	<b>1.7. Completion Date</b> 6/1/2024	<b>1.8. Grant Limitation</b> \$100,000
<b>1.9. Grant Officer for State Agency</b> Stephanie Nistico		<b>1.10. State Agency Telephone Number</b> 603-271-0867	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Russell Dean, Town Manager	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner Department of Environmental Services	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
<b>By:</b>		<b>Assistant Attorney General, On: / /</b>	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
<b>By:</b>		<b>On: / /</b>	

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

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

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

Date \_\_\_\_\_

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

**EXHIBIT A**  
**SPECIAL PROVISIONS**

***I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS***

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor’s Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

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

**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

**CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

**PERIOD OF PERFORMANCE:** All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

**PROCUREMENT, SUSPENSION AND DEBARMENT:** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317

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

through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

**DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)** As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as

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Date \_\_\_\_\_

critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

**REPORTING REQUIREMENTS:** For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure

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Date \_\_\_\_\_

5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

## **II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M**

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

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

Date \_\_\_\_\_



### III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
  2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
  3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
  4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.
  5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
  6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

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

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Town of Exeter will use the American Rescue Plan Act (ARPA) Cybersecurity grant funding to implement the following cybersecurity improvements identified in the Town's cybersecurity assessment titled "Cybersecurity Action Plan" dated April 5, 2022. Potential cybersecurity vulnerabilities were found in the assessment that should be corrected to mitigate the impacts of a cyberattack. The improvements will take place at the Town of Exeter drinking water and wastewater utilities.

<b>Task Description</b>	<b>Grant Amount</b>
Installation/upgrade of hardware, software and/or configuration changes	\$97,000
Implementation of an Improved cybersecurity process/strategy/approach	\$3,000
<b>Total</b>	<b>\$100,000</b>

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

Date \_\_\_\_\_

**EXHIBIT C**  
**METHOD OF PAYMENT**

The NHDES shall pay to the Grantee the total reimbursable program costs up to the Grant Limitation of \$100,000 in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the American Rescue Plan Act (ARPA) Reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. If invoice is less than initial estimate only the amount on the invoice will be paid. All work shall be performed to the satisfaction of the NHDES before payment is made.

Changes to the Scope of Services require NHDES approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

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

**Lead Service Line, Sampling Plan and Replacement Plan Grant**



# 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: January 11, 2023  
TO: Russell Dean, Town Manager  
FROM: Steve Dalton, Interim Water/Sewer Manager  
RE: Lead Service Line, Sampling Plan and Replacement Plan Grant

---

The Town is a recipient of a NHDES Lead Service Line, Sampling Plan and Replacement Plan Grant for the amount of \$50,000.

The new Lead Copper Rule Revision (LCRR) under the U.S. Environmental Protection Agency (USEPA) requires community water systems to develop and submit to NHDES, an inventory of service lines within the water distribution system by October 16, 2024. The purpose of the inventory is to identify the location, material, and other pertinent information of service lines and ultimately create a replacement plan for all lead and galvanized service lines downstream of lead pipe, also known as “galvanized requiring replacement,” within public water distribution systems nationwide.

This grant will assist Exeter in preparing a service line inventory that includes information for all the services in the distribution system, to update the sampling plan, and to prepare replacement plans for identified lead or galvanized services.

The Town will need a vote of authorization to accept the grant.

Suggested wording:

To accept a Lead Service Line, Sampling Plan and Replacement Plan grant from the NH Department of Environmental Services in the amount of \$50,000 to the Town of Exeter and to authorize the Town Manager to sign the associated paperwork with such agreement on behalf of the Town.

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03302	
<b>1.3 Grantee Name:</b> Town of Exeter		<b>1.4 Grantee Address</b> 13 Newfields Rd., Exeter, NH 03833	
<b>1.5. Grantee Phone #</b> 603-773-6157 ext. 167	<b>1.6. Account Number</b> 03-44-44-441018-5564-072	<b>1.7. Completion Date</b> March 30, 2024	<b>1.8. Grant Limitation</b> \$ 50,000
<b>1.9. Grant Officer for State Agency</b> Stephanie Nistico		<b>1.10. State Agency Telephone Number</b> 603-271-0867	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: Assistant Attorney General,		On: / /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

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

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

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



**EXHIBIT A**  
**SPECIAL PROVISIONS**

Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;

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

- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

EXHIBIT B  
SCOPE OF SERVICES

Town of Exeter

The Town of Exeter will use these funds for the initial creation of a lead and copper service inventory as required by upcoming changes to the Lead and Copper Rule Revision (LCRR). The project will include management of the town's existing service records and creation of a service line inventory that is maintained in the town's existing GIS system. The project will also assist the town with meeting the LCRR public notification requirements and provide a description of the source of information used to classify the material type for each water service.

*Deliverable:* Submit the database with the updated sampling plan and all of the educational/outreach material to NHDES.

**Invitation for NHDES participation in meetings and workshops is a requirement.** Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

EXHIBIT C  
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$50,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

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

EXHIBIT A  
SPECIAL PROVISIONS

Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

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

- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

EXHIBIT B  
SCOPE OF SERVICES

Town of Exeter

The Town of Exeter will use these funds for the initial creation of a lead and copper service inventory as required by upcoming changes to the Lead and Copper Rule Revision (LCRR). The project will include management of the town's existing service records and creation of a service line inventory that is maintained in the town's existing GIS system. The project will also assist the town with meeting the LCRR public notification requirements and provide a description of the source of information used to classify the material type for each water service.

*Deliverable:* Submit the database with the updated sampling plan and all of the educational/outreach material to NHDES.

**Invitation for NHDES participation in meetings and workshops is a requirement.** Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

EXHIBIT C  
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$50,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

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

## **Hazard Mitigation Plan Update**



# EXETER FIRE DEPARTMENT

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*Advanced Life Support / EMS - Fire Suppression - Health Department - Emergency Management*

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## INTEROFFICE MEMORANDUM

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**TO:** RUSS DEAN, TOWN MANAGER  
**FROM:** ERIC WILKING, EMERGENCY MANAGEMENT DIRECTOR  
**SUBJECT:** EMPG GRANT – HAZARD MITIGATION PLAN UPDATE  
**DATE:** JANUARY 6, 2023  
**CC** SELECT BOARD

Russ, please find attached the Emergency Management Performance Grant (EMPG) acceptance paperwork from NH Homeland Security and Emergency Management. Natasha Cole, State Hazard Mitigation Officer has notified the Town of Exeter that \$9,999.75 has been set aside to complete the required 5-year update to the Natural Hazards Mitigation Plan. The plan was last updated in October 2018.

The grant funds will be used to allow the Rockingham County Planning Commission to facilitate meetings and complete the plan update. The total project cost will be \$13,333.00 with a 25% (\$3,333.25) town share being in-kind services or “soft-match.” Exeter staff time and salaries will be tracked to fulfill the required 25% share.

The packet includes a checklist identifying necessary signatures and documentation, the Grant Agreement requiring signatures and initials on page 1, of three select board members, and initials on pages 2-7, and the last page offers typical language for the meeting minutes, so the minutes support the acceptance of the grant conditions.

I look forward to presenting the grant and answering any questions you or the select board may have at the next available select board meeting.



New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management

Grant Agreement Checklist

**Building Resilient Infrastructure and Communities (BRIC) FFY2021**

Applicant: Town of Exeter Grant Amount: \$9,999.75  
Project: Hazard Mitigation Plan Update

All steps below are required to be completed in their entirety.  
If any items are not completed properly, the Grant Agreement will not be processed.

Please complete and return this checklist and all Grant Agreement documents by **February 6, 2023**

to:

[NH.HM@dos.nh.gov](mailto:NH.HM@dos.nh.gov)

or

**NH DOS/HSEM Attn: State Hazard Mitigation Officer, 33 Hazen Drive, Concord NH, 03305**

**Grant Agreement**

**Grantee signors complete the following:**

- Block 1.5 – Best phone number to contact you
- Block 1.11 – Subrecipient Signatures  
Have a **majority** of the **Select Board or City Council** sign in blocks 1.11
- Block 1.12 – Name & Title of Subrecipient Signor  
Print names and titles of the signors
- Initial and date **each page of the Grant Agreement**
- Initial and date **Exhibit A, B, and C.**

**Additional Required Documents**

- Meeting Minutes- **\*\*See SAMPLE MEETING MINUTES\*\***  
Minutes of the meeting documenting that the community/organization's GOVERNING AUTHORITY accepted/approved the grant agreement. Ensure the minutes state **the community/agency is accepting the grant agreement terms as presented**. Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- What the grant is for
  - Total project cost
  - Amount of local match (25%)
- 
- Copies of current Liability and Workers Compensation Insurance Certificates

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Exeter (177386-B001)		<b>1.4. Subrecipient Address</b> 10 Front St, Exeter, NH 03833	
<b>1.5 Subrecipient Tel. #</b> 603-	<b>1.6. Account Number</b> AU #43930000	<b>1.7. Completion Date</b> August 4, 2025	<b>1.8. Grant Limitation</b> \$9,999.75
<b>1.9. Grant Officer for State Agency</b> Natasha Cole, State Hazard Mitigation Officer		<b>1.10. State Agency Telephone Number</b> (603) 223-4243	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>  Subrecipient Signature 2  Subrecipient Signature 3		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>  Name & Title of Subrecipient Signor 2  Name & Title of Subrecipient Signor 3	
<b>1.13. State Agency Signature(s)</b> By: _____ On: / /		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: / /			
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: _____ Assistant Attorney General, On: / /			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On: / /			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_



**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

Subrecipient Initials: 1.) [redacted] 2.) [redacted]

3.) [redacted] Date: [redacted]

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes,

letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR’S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

Subrecipient Initials: 1.) [redacted] 2.) [redacted]

3.) [redacted] Date: [redacted]

subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Exeter (hereinafter referred to as "the Subrecipient") \$9,999.75 to update their hazard mitigation plan.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2025 and that a final performance and expenditure report will be sent to "the State" by September 4, 2025.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.)                     

2.)                     

3.)                     

Date:

## EXHIBIT C

### Grant Amount and Payment Schedule

#### 1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$3,333.25	\$9,999.75	\$13,333.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Building Resilient Infrastructure and Communities (BRIC) EMB-2021-BR-075			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.047 (BRIC)			
<b>Applicant's Unique Entity Identifier (UEI):</b> [REDACTED]			

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$9,999.75.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$9,999.75 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 4, 2022, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) [REDACTED] 2.) [REDACTED] 3.) [REDACTED] Date: [REDACTED]

## Guidance for Meeting Minutes

**Please use this exact language when documenting meeting minutes accepting the grant**

*“The Select Board, in a majority vote, accepted the terms of the Building Resilient Infrastructure and Communities as presented in the amount of \$9999.75 for updating the local hazard mitigation plan. Furthermore, the Board acknowledges that the total cost of this project will be \$13,333.00, in which the town will be responsible for a 25% match (\$3333.25).”*

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *“(name and/or title/position) is authorized to sign all documents related to the grant”*. Refer to the Certificate of Authority for additional guidance.

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

**CERTIFICATE OF AUTHORITY**  
\_\_\_\_\_, 2023

I, \_\_\_\_\_, Chairman of the Board (or other governing authority), \_\_\_\_\_, NH, hereby certify that \_\_\_\_\_ (Name), \_\_\_\_\_ (Title), had authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on \_\_\_\_\_, 2023, for the City/Town of \_\_\_\_\_, and, further, hereby authorize \_\_\_\_\_ to execute any and all contract and agreements related to the Building Resilient Infrastructure and Communities Grant (BRIC) Agreement.

I further attest that \_\_\_\_\_ was granted authority prior to the day the grant agreement was signed and it has not been amended or repealed as of the day the contract was signed.

A True Copy of the Record,

ATTEST:

\_\_\_\_\_  
Name  
Title

State: New Hampshire  
County:

On this \_\_\_ day of \_\_\_\_\_ 2023, before me, \_\_\_\_\_ (notary/JP's name), the undersigned officer, personally appeared \_\_\_\_\_ known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his free act and deed.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Justice of the Peace/Notary  
Commission Expires: \_\_\_\_\_



## OmniBallot Update

## **Tax Abatements, Veterans Credits & Exemptions**

## List for Select Board meeting January 30, 2023

### Abatement

Map/Lot/Unit	Location	Amount	Tax Year
110/2/33	204 Winding River CG	133.83	2022

### Solar Exemption

Map/Lot/Unit	Location	Amount	Tax Year
11/18/22	5 Terrys Way	15,500	2023
81/30	47 Westside Dr	13,000	2023

### Veterans Credit

Map/Lot/Unit	Location	Amount	Tax Year
81/30	47 Westside Dr	500.00	2023
72/83	5 Pinegrove Rd	500.00	2023
81/19	50 Westside Dr	500.00	2023

### Disability Exemption

Map/Lot/Unit	Location	Amount	Tax Year
95/64/96	30 Lindenshire Ave	125,000	2023

### Elderly Exemption

Map/Lot/Unit	Location	Amount	Tax Year
72/17/6	163 Water St #B1	183,751	2023
64/105/45	45 Hayes Park	152,251	2023
104/79/604	604 Canterbury Dr	236,251	2023
103/13/17	17 Joanne Ct	152,251	2023

**Permits & Approvals**



## EXETER FIRE DEPARTMENT

20 COURT STREET • EXETER, NH • 03833-3792 • (603) 773-6131 • FAX 773-6128

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

*Advanced Life Support / EMS - Fire Suppression - Health Department - Emergency Management*

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### INTEROFFICE MEMORANDUM

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TO: Russ Dean, Town Manager  
FROM: Jason Fritz, Deputy Fire Chief  
SUBJECT: New Street, Stuckey Place  
DATE 01/11/2023

Russ,

Can you please add this to the next BOS meeting agenda ?

The E911 Committee has been working with PEA on the new faculty housing project off of Gilman Lane. We will need to add a new street to this area. This new street will be Stuckey Place.

Attached is a map that will help illustrate the updated addressing for this area.

Recommended motion;

To accept Stuckey Place as a new private way located off of Gilman Lane.

I plan on being at the Select Board meeting Monday January 30th, and would be happy to answer any questions you or the board may have.

Thank you,

Jason

*"A Tradition of Service"*



## Subject: RE: FW: Possible Road Names for 911

Re: Stuckey Place

?

**Leighton, Mark F.** <mleighton@exeter.edu>

Fri, Jan 20, 12:51 PM (7 days

to Justin Pizon, Barbara McEvoy, Jason Fritz, deastman@exeternh.gov, Dave Sharples, Josh McCain

You are viewing an attached message. Town of Exeter, NH Mail can't verify the authenticity of attached messages.

Justin,

We are not planning to change the current access to Gilman Lane. Pedestrians will be allowed to use the new sidewalks leading to the existing gate. Vehicular access to Gilman Lane past the existing gate will only be authorized PEA employees, Unutil, Exeter DPW, and emergency vehicles. Because it is a private way, the Academy does reserve the right to make changes in the future if needed.

Thanks,  
Mark

**From:** Justin Pizon <jpizon@exeternh.gov>**Sent:** Friday, January 20, 2023 11:49 AM**To:** Leighton, Mark F. <mleighton@exeter.edu>**Cc:** Barbara McEvoy <bmcevoy@exeternh.gov>; Jason Fritz <jfritz@exeternh.gov>; deastman@exeternh.gov;

Dave Sharples &lt;dsharples@exeternh.gov&gt;; Josh McCain &lt;jmccain@exeternh.gov&gt;

**Subject:** Re: FW: Possible Road Names for 911

Thanks, Mark. And to further clarify, there will be continued access to Gilman Lane?

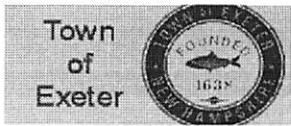
On Fri, Jan 20, 2023 at 10:11 AM Leighton, Mark F. <mleighton@exeter.edu> wrote:

Hi Justin,

Just confirming our conversation yesterday that the Academy will be responsible for maintaining (including snow removal) the private ways of "Stuckey Place" and "Lamont Place". Please let me know if you need anything else.

Thanks,  
Mark

**From:** Barbara McEvoy <bmcevoy@exeternh.gov>**Sent:** Tuesday, December 6, 2022 10:27 AM**To:** Leighton, Mark F. <mleighton@exeter.edu>**Cc:** deastman@exeternh.gov; Justin Pizon <jpizon@exeternh.gov>; Dave Sharples <dsharples@exeternh.gov>; Josh McCain <jmccain@exeternh.gov>**Subject:** Re: FW: Possible Road Names for 911



Pam McElroy <pmcelroy@exeternh.gov>

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## 103A Linden Street

3 messages

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**Exeter Manager** <exeter@cobblestoneassets.com>  
Reply-To: exeter@cobblestoneassets.com  
To: Pam McElroy <pmcelroy@exeternh.gov>

Thu, Jan 12, 2023 at 1:53 PM

Good afternoon Ms. Pam,

I am writing to request to see if the taxes on 109 Linden Street (formerly 103A Linden) could go before the Selectman Committee for forgiveness. We recently received writ of possession on this home and are planning to sale this home to gainful resident/owners. Please let me know if you need any other information.

Respectfully,



Michelle Hamilton  
Community Manager  
O- 603.772.5377  
Exeter@Cobblestoneassets.com  
Office Address: 12 Sir Lancelot Drive. Exeter, NH 03833  
Mailing Address: 317 Exeter River Landing Exeter, NH 03833

**RIVER RUN**  
THE SEACOAST

---

**Exeter Manager** <exeter@cobblestoneassets.com>  
Reply-To: exeter@cobblestoneassets.com  
To: Pam McElroy <pmcelroy@exeternh.gov>

Thu, Jan 12, 2023 at 1:54 PM

I'm sorry, I forgot to attach the writ.

Respectfully,






**RIVER RUN**  
THE SEACOAST

Michelle Hamilton  
Community Manager  
O- 603.772.5377  
Exeter@Cobblestoneassets.com  
Office Address: 12 Sir Lancelot Drive. Exeter, NH 03833  
Mailing Address: 317 Exeter River Landing Exeter, NH 03833

[Quoted text hidden]

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 **Writ of Possession - Neal.pdf**  
407K

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**Pam McElroy** <pmcelroy@exeternh.gov>  
To: exeter@cobblestoneassets.com

Thu, Jan 12, 2023 at 1:57 PM

Thanks Michelle. I'll get back to you soon.

[Quoted text hidden]

--

*Pam McElroy*

**Town of Exeter**

Senior Executive Assistant, Town Manager's Office

603-773-6102

Human Services Administrator

603-773-6116

01/12/2023 14:00  
mlord

Town of Exeter  
Real Estate Tax Statement

P 1  
txtaxstm

PARCEL: 104-80-1

LOCATION: 109 LINDEN ST

OWNER:  
NEAL RALPH K  
NEAL MARY K  
103A LINDEN ST  
EXETER NH 03833

STATUS:  
SQUARE FEET 0  
LAND VALUATION 0  
BUILDING VALUATION 81,800  
EXEMPTIONS 0  
TAXABLE VALUATION 81,800  
INTEREST PER DIEM 1.25

LEGAL DESCRIPTION:

DEED DATE: 02/13/1998 BOOK/PAGE: 3272/2940

INTEREST DATE: 01/12/2023

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2022	RE-R	4356				
1	RE TAX		982.01	982.01	41.97	1,023.98
2	RE TAX		1,042.54	1,042.54	2.51	1,045.05
			2,024.55	2,024.55	44.48	2,069.03
2021	LIEN	113				
1	RE TAX		2,107.80	2,107.80	181.91	2,289.71
	SHRFEE		20.00	20.00	.00	20.00
	LNMTGNTC		35.00	35.00	.00	35.00
			2,162.80	2,162.80	181.91	2,344.71
			2,162.80	2,162.80	181.91	2,344.71
GRAND TOTALS			4,187.35	4,187.35	226.39	4,413.74

THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
NH CIRCUIT COURT

10th Circuit - District Division - Brentwood  
PO Box 1149  
Kingston NH 03848-1149

Telephone: 1-855-212-1234  
TTY/TDD Relay: (800) 735-2964  
<https://www.courts.nh.gov>

WRIT OF POSSESSION

River Run MHC  
12 Sir Lancelot Drive  
Exeter NH 03833

V.

Ralph Neal; Mary Neal

Case Name: River Run MHC v. Ralph Neal, Mary Neal and All Other Occupants  
Case Number: 435-2022-LT-00095

To the Sheriff of any County or to his Deputy or to any Law Enforcement Officer:

WHEREAS the plaintiff on the October 25, 2022, by order of the court, has recovered judgment against the defendant(s) for possession of the premises described as:

103A Linden Street  
Exeter, NH 03833  
and court costs of \$ 126.00.

WE COMMAND YOU, THEREFORE, that without delay you cause the said plaintiff to have possession of said premises.

Make return of this Writ to the court within ninety days from the date thereon.

October 25, 2022

Witness, David D King, Administrative Judge  
New Hampshire Circuit Court  
*LoriAnne Hensel*

LoriAnne Hensel, Clerk of Court

**RETURN OF SERVICE**

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

I have caused the above named plaintiff to be put into possession of the within described premises.

FEES: Service: \$ \_\_\_\_\_

Deputy Sheriff

Travel: \_\_\_\_\_

Signature

Other: \_\_\_\_\_

Title

TOTAL: \$ \_\_\_\_\_

Agency



Pam McElroy <pmcelroy@exeternh.gov>

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## 109 Linden St Taxes due

2 messages

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**Marian Lord** <mlord@exeternh.gov>  
To: Pam McElroy <pmcelroy@exeternh.gov>

Thu, Jan 12, 2023 at 2:02 PM


Pam,

See attached statement. Total due as of today \$4,413.74.

--

Marian Lord  
Tax/Water/Sewer Collections  
Town of Exeter  
10 Front Street  
Exeter, NH 03833  
603 773-6108

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 **109 Linden Tax Statement.pdf**  
50K

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**Pam McElroy** <pmcelroy@exeternh.gov>  
To: Marian Lord <mlord@exeternh.gov>

Thu, Jan 12, 2023 at 2:06 PM

Thank you!

[Quoted text hidden]

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*Pam McElroy*

**Town of Exeter**  
Senior Executive Assistant, Town Manager's Office  
603-773-6102  
Human Services Administrator  
603-773-6116

## Correspondence

**TOWN OF EXETER  
MEMORANDUM**

TO: Select Board

FROM: Town Manager 

RE: Notes on Single Use Plastic Ordinance Proposal through January 17<sup>th</sup>, 2023

DATE: January 27<sup>th</sup>, 2023

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Counsel notes – single use plastics – per conversation with Attorney Driscoll at Mitchell Municipal Group:

- Plastics – there is minimal guidance in the Ordinance to make corrections.
- WOULD v. WOULD NOT language in preamble is not an issue as far as the ordinance becoming valid;
- Attempt to regulate on town property would include public roads and rights of way. Example of a delivery truck delivering to a business reaches far beyond just a parks concession issue.
- Curious about source of definitions where do they come from.
- There is further work on Select Board's part to figure out who's doing what. What are reasonable replacements; how is reasonable defined; how is reasonable challenged.
- Ordinance impacts vendor permits but is not included in the vending regulations of the Town.
- Ordinance appears incomplete; unless there is a proactive approach problems will be created.
- Time designation for ordinance implementation is missing.