

SELECT BOARD MEETING
Tuesday, September 3, 2024
6:00 pm
Nowak Room, Town Offices
10 Front Street, Exeter, NH 03833
REGULAR BUSINESS MEETING BEGINS AT 7:00 PM

Virtual Meetings can be watched on Ch 22 or Ch 98 and YouTube.

To access the meeting, click this link: <https://us02web.zoom.us/j/81403004068>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 814 0300 4068

Please join the meeting with your full name if you want to speak.

Use the "Raise Hand" button to alert the chair you wish to speak. On the phone, press *9.

More instructions for how to access the meeting can be found here:

<https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at extvg@exeternh.gov or 603-418-6425 with any technical issues.

AGENDA

1. Call Meeting to Order
2. Non-Public Session 91-A:3,II(e) and 91-A:3,II(b)
3. Board/Committee/Commission Interviews
 - a. Tax Exemption and Credit Advisory Committee
4. Public Comment
5. Proclamations/Recognitions
6. Approval of Minutes
 - a. Regular Meeting: August 19, 2024
7. Appointments/Resignations
8. Discussion/Action Items
 - a. Waste Zero Trash Metering Supplies and Services Agreement – Stephen Cronin, DPW Director
 - b. Award of Septage Receiving Equipment Installation – Stephen Cronin, DPW Director
 - c. Deed Waivers – Russ Dean, Town Manager
 - d. Grant History Update – Russ Dean, Town Manager
9. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Select Board Committee Reports

- e. Correspondence
- 10. Review Board Calendar
- 11. Non-Public Session
- 12. Adjournment

Niko Papakonstantis, Chair

Select Board

Posted 8/30/24 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
August 19, 2024
6:50 PM
CONFIRMED
Sept. 3, 2024
6:40 PM

Statement of Interest Boards and Committee Membership

Committee Selection: Tax Exemption and Credit Advisory Committee

New **Re-Appointment** **Regular** **Alternate**

Name: Betty Jean (Jeanee) Wright **Email:** jeaneewright2021@gmail.com

Address: 40 Hampton Road C-22 **Phone:** 603-531-3162

Registered Voter: Yes No

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

I have lived in a resident owned MH cooperative in Exeter for nearly 18 years. As a community leader, I have worked alongside many neighbors as they are seeking exemptions and solutions to support living on reduced or fixed incomes. I believe I have keen insight to the challenges that many Exeter low income residents face when the income they receive is reduced and living expenses increase. I believe there is great opportunity to explore ways that senior, veterans, those with disabilities and even our working class residents can stay living in their homes without fear of displacement, limiting their own needs, and added stress. I believe my service would be a welcome presence to represent the many manufactured housing owners in town.

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: Betty Jean Wright Date: August 2, 2024

To be completed by Select Board upon appointment:

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



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

Interview
Tues. Sept. 3, 2024
6:50 pm
CONFIRMED

Statement of Interest Boards and Committee Membership

Committee Selection: Tax Exemption and Credit Advisory Committee

New

Re-Appointment

Regular

Alternate

Name: Jeremy C Myer Email: jeremyemyer@gmail.com

Address: 6 Rinny Lane Phone: 603 498 9734

Registered Voter: Yes No

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

Please see attached cover letter and resume.

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.

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- 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: [Handwritten Signature] Date: 7 Aug 2024

To be completed by Select Board upon appointment:

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

JEREMY MYER

6 Rinny Lane Exeter, NH 03833 | 603-498-9734 | jeremycmyer@gmail.com

7 August 2024

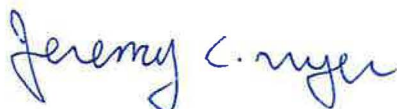
Town of Exeter
Town Managers Office
10 Front Street
Exeter, NH 03833

Dear Town of Exeter:

I am submitting my statement of interest and resume to be a part of the new Tax Exemption and Credit Advisory Committee. Since January 2020 I have lived in Exeter with my wife and our two children ages 12 and 10. My wife and I are both Post 9/11 Army veterans. I am originally from the Oregon Coast while my wife grew up in Greenland, NH. I have lived all over the country through my career in the military and as an educator. Now we have finally set up roots and I am proud to call Exeter our home.

Prior to moving to Exeter, I worked as a teacher in the Forrest Service's Job Corp Program as a teacher and coordinator for their High School Diploma Program part of which entailed budgeting and funding for the program. During this time, I also served as vice president of the local union for hundreds of employees. Currently I am active in the local veteran community through The Fallen Outdoors (TFO) a national non-profit 503c organization. In the TFO I am part of the leadership team as Event Coordinator. As a disabled veteran and volunteer I speak with veterans in the community and know the personal and financial challenges they face. I have attached my resume of which details more specifics of my knowledge and ability to be a valuable team member.

Sincerely,

A handwritten signature in blue ink that reads "Jeremy C. Myer". The signature is written in a cursive style with a clear first name and a last name that includes a middle initial.

Jeremy Myer

Jeremy Cole Myer

6 Rinny Lane
Exeter, NH 03833

603-498-9734
jeremycmyer@gmail.com

PROFESSIONAL PROFILE:

Experienced educator and teacher with over seven years of experience in adult education with a Masters in Secondary Education. Experienced professional with over six successful years in a Human Intelligence Investigation/ Intelligence environment. Proven analytical skills; strong investigative abilities. Able to quickly and efficiently analyze and interpret information. Extensive knowledge of Intelligence gathering techniques and Adult Education practices. Consistent track record of high performance reviews due to outstanding performance, work ethic, multi-tasking ability, and teamwork skills. Accustomed to working under pressure, with proven leadership abilities and troubleshooting skills. Very flexible in terms of work schedules, priorities, and locations. Outstanding communications and interpersonal skills. Non-active TS-SCI Clearance.

PROFESSIONAL EXPERIENCE:

02/2012 – 08/2018

**USDA- Forest Service
Harpers Ferry Job Corps
Academic Instructor GS9 Step 5
Harpers Ferry, WV**

MAJOR DUTIES

Through classroom instruction and guidance and establishment of a learning environment in which students developed their abilities to make rational and informed decisions relevant to their needs, as well as promote opportunities for students to develop rapport, interrelationships, self-discipline, and a positive self-image.

Instructed students in the following areas: reading, language, writing, mathematics, life skills, computer literacy, general educational development program, human development, and social studies. Responsible for planning courses of instruction and lesson plans based on the developmental program and general curriculum guidelines in effect. Studied, planned, organized, developed, and implemented the assigned subjects independently using the Job Corps manual and center operating procedures as a guide and developed individual classroom operating procedures and specific directives for classroom maintenance in conjunction with Job Corps regulations. Implemented lesson plans using teaching methods and techniques appropriate for the skill level being taught, allowing for adaptations to permit individual differences in interests and ability and improve the quality of instruction.

EXPERIENCED TEACHER/HIGH SCHOOL DIPLOMA TEACHER.

Instructed 15 student adult learners per class, for seven 45-minute periods, while working 40 hours a week in General Education subject matter and helping students achieve their High School Diplomas. Students ranged from the age of 16 to 25 years of age. Prepared students for the Test of Adult Basic Education (TABE) in Reading and Math. Prepared students for basic life skills to include social and job, and had responsibility for the continuing overall maintenance and improvement of the students overall learning. Instructed and prepared students to be leaders in their diverse socio-economic situations. Instructed students on critical thinking and decision-based outcomes. Constantly strived to update existing course materials based on new specifications/documentation.

Instructed small groups of eight to fifteen students per class in an alternative learning environment. Determined methods of instruction by considering the size of the group, subject matter, and the knowledge level of the individual student. Student instruction was done via lecture conference, student-centered learning and inquiry learning, i.e. Socratic questioning. Instructed students in a variety of formats including lectures, discussions, demonstrations, group activities, and individual students one-on-one. A variety of audiovisual aids and multiple technologies for instruction application were used. Knowledge of and utilization of various Job Corps related databases and software in order to perform and process work assignments.

DYNAMIC COMMUNICATOR WITH A PASSION FOR SPEAKING AND WRITING.

Outstanding oral and written communication and organizational skills. Strong writing skills with extensive report preparation experience. Comfortable speaking in front of a large group. Exercised tact and discretion at all times, even under stressful circumstances. Capable of speaking and writing in a concise, descriptive manner. Strong ability to take complex findings and translate to a more simplistic view for a variety of target audiences. Effective writing skills and editing practices. Prepared written reports using a variety of word processing tools such as Word, Excel, SMART Boards, and various databases. Served as a Union Steward for Local #1855 of the National Federation of Federal Employees.

KNOWLEDGEABLE OF COUNSELING AND MOTIVATIONAL TECHNIQUES.

Continuously evaluated individual academic progress through the use of criterion-references, tests and/or other relevant evaluative methods/instruments. Maintained required records in accordance with applicable regulations, which included progress reports and accountability reports. Provided constructive criticism, advice and guidance to students in the appropriate manner. Counseled and evaluated students on a daily basis on professionalism, positive or negative behaviors, and progress in their educational goals. Counseled and evaluated students in a one-on-one situation with written reports to document said counseling's. Responsible for positive motivation of students' behavior for completion of education requirements. Conducted verbal counseling's and completed written evaluations.

TRAINING PROGRAM COORDINATOR.

Conferred with education and training staff officers on changes in textbooks, subject matter outlines, general progress of class, disciplinary problems, entrance requirements, examination procedures and tests, records, and related subjects. Coordinated the preparation of manuals, test construction, and improvement of instructional material to develop training aids. Advised education and training staff officers on the revision of course curricula. Participated in utilization and training workshops, planning teams, and planning groups. Coordinated special project efforts outside of regular duty hours including study halls and tutoring sessions with local university.

SUCCESSFUL COMPLETION OF ACADEMIC ADMINISTRATIVE DUTIES.

Program manager responsible for enrolling students into on-line High School Diploma program on center. Prepared and maintained financial billing account for the on-line High School Diploma program. Responsible for instructor and student record maintenance. Prepared and maintained pertinent records, files, statistical reports, and materials. Maintained completed records and files for historical review. Responsible for student accountability to include attendance as well as students adhering to the uniform dress code. Proctored written tests.

Utilizing professional knowledge, staff recommendations, and program evaluations to plan, organize, and implement an academic program, within approved budgetary and staffing guidelines, which encompasses the Job Corps education objectives and guidelines. Selected teaching materials from sources provided by Job Corps and approves recommendations made by staff as to texts, teaching aids, library books, periodicals, classroom and recreational material and equipment, general supplies, etc. Continually analyzed the education program, its effectiveness, weaknesses and progress, and revised/recommends revisions, modifications, or establishment of new policies, methods, and procedures.

Schedules and conducts staff meetings for various purposes, such as to discuss regulations, directives, policies, procedures, curricula, student discipline, inter/intra departmental problems and/or procedures. Prepares daily schedule of school activities, arranging class schedules to meet special situations.

Interacts with other departments and staff in planning, organizing, and implementing enrollment procedures. Utilizing available data provides for student placement and student assignment to proper classes while striving for balanced class loads and effective utilization of available equipment, facilities, and staff.

Conducts interviews with students to ensure that they are aware of their own placement in each program, requirements for advancement and completion, where materials are located, etc. Administers standardized and approved tests to determine the students' academic needs, evaluate the educational program and measure student progress. Institutes remedial measures for educationally or socially challenged students to bring them up to the desired level of achievement and insure maladjusted students are given the special help they require.

Ensures that each enrollee's educational records are kept up to date. Maintains data on the Center's performance in relation to its goals such as program completers, GED graduates, etc. Arrange for proper awards and certificates to be awarded to deserving students.

Ensures instructional coverage for classrooms during absence of regular teachers. May be required to teach one or more classes on a recurring or substitute basis and is responsible for maintaining proficiency as a full performance teacher.

Participates in educational activities, such as professional workshops, to improve teaching skills in order to provide better services to the students. Required to plan, schedule, and organize field trips closely related to topic(s) studied in class, which may require the operation of Government-owned or leased vehicles.

SUPERVISORY CONTROLS

Responsible for the planning, execution, and evaluation of the academic program. Provides professional/technical advice and guidance on matters of a controversial, unprecedented, or policy-determining nature when necessary or as requested. Work is evaluated through general observations and review of written reports, conferences, coordination with other departments, adherence to policies and guidelines, and overall adequacy of the academic program. Hears and resolves employee complaints, effects minor disciplinary measures, and recommends action in more serious cases. Performs administrative and human resources management functions for the unit; provides advice, counsel or instruction on both administrative and work matters; and assures full compliance with safety regulations.

COMMUNITY AND PERSONAL RELATIONS

Contacts are with students, co-workers, DOL personnel, community members, parents, and various other professionals and resource personnel, state agencies and visitors. Contacts are made for the purpose of teaching and counseling students; exchanging education related materials, methods, and techniques with co-workers; reporting to parents concerning student problems and progress; and explaining to community members and visitors the center's educational policies and programs.

COMPLEXITY, SCOPE AND EFFECT OF PROGRAM MANAGEMENT

Plans, organizes, implements, and evaluates a coordinated academic program. All subject areas are taught on the individual needs of the student from elementary level to high school. The program incorporates various educational, psychological, and sociological aspects to provide meaningful educational opportunities as needed to enhance the employability of individual students. Assignments are complicated by differences in ability, social maladjustments, mental or physical disabilities, and diverse cognitive development and learning styles of students.

The work requires judgment, ingenuity, and insight when supplementing, modifying, and adapting materials and activities to deal with these diverse factors. The purpose is to establish a teaching environment that provides individual and group learning experiences which should contribute towards each student's continued progress in attaining his potential in a multicultural

society. Successfully contributed to the adequacy and overall effectiveness of the educational progress as it relates to Job Corps Center objectives.

EQUAL OPPORTUNITY OFFICER ROLES AND RESPONSIBILITIES.

Student representative as the Equal Opportunity Officer. An Equal Opportunity Officer is responsible for coordinating a recipient's obligations under 29 CFR Part 37.25. Those responsibilities include, but are not limited to: Serving as the recipient's liaison with CRC; Monitoring and investigating the recipient's activities, and the activities of the entities that receive WIA Title I financial assistance from the recipient, to make sure that the recipient and its sub-recipients are not violating their nondiscrimination and equal opportunity obligations under WIA Title I and 29 CFR Part 37; Reviewing the recipient's written policies to make sure that those policies are nondiscriminatory; Developing and publishing the recipient's procedures for processing discrimination complaints, and making sure that those procedures are followed; Reporting directly to the appropriate official about equal opportunity matters; and Undergoing training (at the recipient's expense) to maintain competency. Conduct Staff Training for Equal Opportunity compliance.

DISABILITY COORDINATOR, REASONABLE ACCOMMODATION COMMITTEE, AND FILE REVIEW TEAM

The DCs are the team leaders for the center's Disability Program and are responsible for the coordination of the program. Ensure that all required Disability Program components are implemented, monitored, and maintained in an effective manner. Demonstrate commitment to the disability initiative (leadership). Delegate responsibilities. Encourage all staff to take ownership of the program. Conduct Staff Training on Disability Program compliance. Accurately enter and maintain CIS Disability and Accommodation Plan data for all students on center. To ensure safe-guarding and proper storage of student files whom have accommodations.

The RAC's primary functions are to:

- Review an applicant's request or need for accommodation (if documentation of disability is present) to participate in the Job Corps program when a center has recommended denial of an application or when the center intends to enroll the individual;
- Review a student's request or need for accommodation (if documentation of disability is present) to participate in the Job Corps program;
- Assist applicant or student in determining the types of accommodations needed by identifying the functional limitations resulting from the disability (i.e., student cannot read print material because text appears as a series of jumbled letters and needs access to a text-reader, audio tapes, or other oral communication supports, student has seizure disorder and needs lower level bunk bed);
- Ensure accommodation review considers accessibility needs and barrier removal for all areas of the center (residential/classroom/common areas/transportation, etc.) in which it is needed;

- Meet with students when issues with implementation or effectiveness of accommodation plans are identified during the effectiveness review process and when referrals are made to the DC that indicate an accommodation plan review may be needed;
- Assist with accommodation review during the work-based learning and transition periods; or
- Review TABE waiver requests to evaluate accommodation supports and effectiveness, make recommendations about additional accommodation needs, if appropriate, and provide feedback for the regional paperwork. Reviews the disability-related documentation to determine if it substantiates the disability
- The file review team (FRT) prepares the "Center Recommendation of Denial Form for Health Care Needs, Direct Threat, or Disability Status" found in Appendix 107 of the PRH and submits the entire applicant file to the Regional Office (RO) for review.

POINT OF CONTACT FOR JOB CORPS DATA CENTER/ INFORMATION TECHNOLOGY

Led the purchasing and setting-up of a high speed server with new computers to better serve the High School Diploma program. This new server and computer system will be implanted center wide servicing our Business Technology and Computer Technology trades to make them more efficient as well. Assist staff with computer problems to make sure they are able to complete their tasks.

HIGHLIGHTS:

- Adaptive to individual needs of diverse socio-economic adult learners 16-25 years old.
- Organization of classroom materials and lesson plans for effective teaching.
- Counseled individual students for education goals and classroom performance.
- Program manager for on-line High School Diploma and accounts for financial billing.
- Union Steward for National Federation of Federal Employees
- Student Equal Opportunity Officer
- Disability Coordinator
- Reasonable Accommodation Committee Member
- File Review Team
- Information Technology Point-of-Contact

PROFESSIONAL EXPERIENCE:

02/2009 – 02/2012

**CGI – Oberon Training Division
Human Intelligence Collector
Senior Instructor
Sierra Vista, Arizona**

EXPERIENCED TEACHER.

Instructed over 700 students while working 40 hours a week on how to conduct investigations and interviews of current and prospective military sources for operational suitability in Iraq and Afghanistan. Acted as Instructor Role Player to effectively evaluate students' ability to build rapport in support of interrogation or debriefing strategies. Conducted training on all Human Intelligence (HUMINT) functional areas. Prepared for and presented instruction, and had responsibility for the continuing overall maintenance and improvement of the basic phases of the HUMINT interrogation operations course. Responsible for teaching Intelligence subject matter both in a team environment and independently. Constantly strived to update existing course materials based on new specifications/documentation.

Lead small group of ten students and one fellow instructor for three continuous cycles. Conducted Investigation/Intelligence instruction and training development in the 35M Training Program, including traditional class room, specialized workshop, and computerized training environments. Completed over 3000 hours instructing students via lecture conference and practical exercise. Determined methods of instruction, considering the size of the group and subject matter. Instructed students in a variety of formats including lectures, discussions, demonstrations, group activities, and laboratory work. Demonstrated Investigation principles and application to students using a variety of audiovisual aids.

HIGHLIGHTS:

- Earned Senior Instructor Badge (Silver Badge) (January 2010).
- Completed three professional development classes to earn Senior Instructor Badge (January 2010).
- Completed 102 hours of the Army Basic Instructor Course to earn Basic Instructor Badge certification (May 2009).
- Completed 80 hours of New Instructor Training Course (March 2009).

06/2005 – 03/2008

**United States Army
Human Intelligence Collector
Fort Hood, Texas**

ROBUST BACKGROUND IN HUMAN INTELLIGENCE INVESTIGATIONS.

As a highly experienced Human Intelligence Collector (Investigator), performed battlefield intelligence collection, analysis, and interrogations. In-processed and out-processed detainees by developing detainee packets that would be used for future release, holds, and or transfers in accordance with JAG regulations. Conducted over 200 interrogations with a target language translator that resulted in intelligence production as well as national level interrogation reports. Conducted Interrogation training for all 97E/35Ms in the Baghdad area of operation (AO), whom needed to be certified for interrogations in theater.

Conducted complex background investigations of local national employees on Forward Operating Base to minimize security threats and to verify background. Identified methods for

planning, scheduling, and conducting investigations. Conducted DOMEX (Document and Media Exploitation) on all captured materials, enemy propaganda, and local open source media. Coordinated all classified information acquired during interrogations in Iraq in coordination with the Division G2 as well as created captured enemy document transmittal documents, as per regulations. Processed close to 1000 enemy documents into proper categories and hand carried them in a timely manner to the G2 Document Exploitation Cell. Classified courier for DOMEX materials. Maintained situational awareness of the regional perspective within the Area of Operation including culture, geography, linguistic, economic, religious, and political norms and factors.

COMMITTED TEAM PLAYER WITH STRONG LEADERSHIP CAPABILITIES.

Served as Human Intelligence Collection Team Leader. Closely reviewed reports in progress and upon completion. Reviewed reports for compliance with standard operating procedure, directions, regulations, and policy. Verified reports were complete and accurate. Interacted with high ranking members of the military services and other government agencies. Coordinated investigative work with team players and other agencies, as required. Lead Interrogations, Tactical Questioning, and Bilateral partnerships with Host Nation Forces (HNF). Continuously liaised and worked with domestic and foreign agencies to establish and maintain effective working relationships with counterparts in the intelligence and law enforcement communities.

HIGHLIGHTS:

- Graduated Basic Training (August 2005).
- Graduated 97E Human Intelligence Collector Course (February 2006).
- Completed 40 hours of instruction to graduate Kenesic Interrogation Course (July 2006).
- Worked for 1st Cavalry Division G2X and 1st Cavalry Division Detainee Holding Annex in Baghdad, Iraq (October 2006 to July 2007).
- HUMINT Collection Team Member (October 2006 to July 2007).
- Conducted over 200 investigations that resulted in the capture of High Value Targets, the interdiction of weapons smuggling routes, and the confiscation of insurgent weapons caches.
- Consistently received excellent performance appraisal ratings.

EDUCATION:

**University of Arizona
Tucson, Arizona**

**Secondary Education
Masters of Education (05/2009 - 05/2011)**

HIGHLIGHTS:

- Honors Degree
- Completed 38 credit hours.
- 11 Week Internship teaching Middle School Science
- LCEV 508 (3): Methods of Teaching ELL Students
- ETCV 511 (3): Technology Applications in Education

- LCEV 504 (3): Cultural Diversity in the Classroom
- TEDV 535 (3): Participant Research Methodologies
- TEDV 502 (3): Research in Teaching and Schooling
- TEDV 520 (3): Classroom Management and Instruction
- TEDV 530 (3): Methods and Models
- TEDV 516 (3): Teaching Exceptional Children in the Secondary School Classroom
- TEDV 527 (3): Adolescent Development and Learning
- TEDV 593A (3): Secondary School Internship
- TEDV 593B (8): Secondary School Internship
- AZ Teacher Certification, October 2011

Cochise Community College
Sierra Vista, Arizona

Intelligence Operations
Associate of Applied Science (04/2006)

HIGHLIGHTS:

- The Associate of Applied Science in Intelligence Operations Studies meets career and educational goals of students currently in or preparing for employment in the intelligence field.
- Completed 64 credit hours.

Seattle Pacific University
Seattle, Washington

Biology/Minor Chemistry
Bachelors of Science (05/2003)

HIGHLIGHTS:

- Completed 180 credit hours.

RELEVANT COURSEWORK, LICENSURES AND CERTIFICATIONS:

- APL & Associates Instructional Skills Workshop (June 2014)
- Army Basic Instructor Course Graduate (May 2009).
- Kinesics Interrogation Course (July 2006).
- 97E or 35M Human Intelligence Collector Course Graduate (February 2006).
- Certified by the HUMINT course at Fort Huachuca to conduct Interrogations and run source operations for the United States Army.
- PADI Scuba Certified.

AWARDS AND COMENDATIONS:

- Superior Performance Appraisal (PY2014-PY2015)
- Superior Performance Appraisal (PY2013-PY2014)
- Outstanding Performance Appraisal (PY2012-PY2013)
- Army Senior Instructor Badge (Silver Badge) (January 2010).
- Army Basic Instructor Badge (Blue Badge) (June 2009).
- Army Basic Instructor Course Graduate (May 2009).

CLEARANCE: Non-Active TOP SECRET Clearance

VETERANS' PREFERENCE DOCUMENTATION: DD 214 demonstrating honorable discharge; SF 15 for 10 point preference; Letter from the Veterans Administration awarding disability percentage.

Proclamations/Recognitions

Approval of Minutes

Select Board Meeting
Monday August 19, 2024
6:40 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

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

Members absent: Dan Chartrand

Town Manager Russ Dean and Assistant Town Manager Melissa Roy were present at this meeting.

The meeting was called to order by Mr. Papakonstantis at 6:40 PM and the Board went downstairs to the Wheelwright Room for an interview.

2. Board Interviews

- a. Mark Furlong for the Tax Exemption and Credit Advisory Committee
- b. Gerry Hamel for Mark Furlong for the Tax Exemption and Credit Advisory Committee

The Board reconvened in the Nowak Room at 7 PM.

3. Public Comment

- a. There was no public comment at this meeting.

4. Proclamations/Recognitions

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

5. Approval of Minutes

- a. Regular Meeting: August 5, 2024

MOTION: Ms. Belanger moved to approve the Select Board meeting minutes of August 5, 2024 as presented. Ms. Gilman seconded. The motion passed 4-0.

6. Appointments

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

7. Discussion/Action Items

- a. BSA Troop 323 Eagle Project
Eagle Scout James Haney discussed his proposal for a flag retirement dropbox at Gale Park.

Ms. Belanger suggested locating the box in front of the Town Offices instead. Mr. Haney said that was his secondary choice of location. Ms. Gilman agreed since it is more prominent, accessible, and honors all of our service people.

Ms. Cowan said she'd like to see additional box designs. Low-key may be better than bright and flashy.

Ms. Gilman asked if there will be information on the box about flag disposal. Mr. Haney said he thinks that's a good idea.

Ms. Belanger suggested doing an educational video with EXTV.

Mr. Dean said DPW staff can get involved to support the project.

MOTION: Ms. Belanger moved to authorize Eagle Scout Troop 323 to work with Town staff to place a flag box on the property in front of Town Office for the citizens of the Town of Exeter, and further, that a representative from Eagle Scout Troop 323 will come to the Board with the final box design. Ms. Gilman seconded. The motion passed 4-0.

Judy Lamphere of Greenleaf Drive in Exeter asked what happens with the flags when the container is full. Mr. Haney said we'll empty and store it. We might check it every month or so. We'll host a burning in partnership with the Knights of Columbus which will be open to the public.

b. 2024 Revaluation

Mr. Papakonstantis showed a short video regarding the revaluation. Mr. Dean said it will be posted on the Town website and social media tomorrow.

Ms. Belanger said it's been a goal of the town to find better ways to communicate. She's proud to see this come together.

c. Comcast Franchise Amendment

Kate Miller of DTC [Donohue, Tucker, and Ciandella Law Offices] said we've been trying for a couple of years on the Comcast agreement amendment and giving us a higher definition channel for EXTV. They've finally come around and there will be an amendment to the current agreement. There were also some changes in the law that will be incorporated into the amendment. Comcast has approved the amendment; if the Board approves, the next step would be to schedule a public hearing. We can't negotiate on the prices, the selection, or the tiers. We can't control that there is only one cable TV company in the town. A lot of folks are dropping their cable packages and turning to streaming. This would be valid for 10 years following the amendment and would lock them into providing services for at least that time period.

Mr. Dean said the public hearing will be on September 16th.

MOTION: Ms. Belanger moved to schedule a public hearing to discuss the proposed amendment to the Comcast TV Cable Franchise renewal. Ms. Gilman seconded. The motion passed 4-0.

Ms. Gilman asked about the cable drop locations. Parks and Rec is listed at 32 Court Street, can that be changed to 10 Hampton Road? Attorney Miller asked if they have completed the move, and Ms. Gilman said no. Attorney Miller said the new property can be added. It's not a list that can't be added to.

d. Parks and Recreation Senior Update

David Tovey, the Asst. Director Parks & Recreation, and members of the Exeter Senior Council were present. Mr. Tovey said the Senior Council has been talking about the Senior Resource Guide. We continue to refine that guide and work on other areas of liveability. We meet monthly and talk about programming, events, alternative funding, social opportunities, and ways to get information out to older adults. We received a \$30,000 grant for Senior programming from Exeter Hospital. We'll have new programs, monthly luncheons, and a Senior resource fair.

Joan Sovay of Sterling Hill said she's noticed that we have a problem with senior transportation. If the doctor tells people not to drive anymore or they have mobility issues, they lose their independence. Transportation and a mobility van for Parks and Rec would be wonderful to work on. It would have three handicapped seats in the back of the van. When we're not using it, that van would be available to disabled children for getting to camp or physical therapy appointments.

Phyllis LeMay of 6 Meeting Place Drive said Parks and Rec puts a tremendous amount of activity into events for Seniors. There should be a part time-person, that would turn into a full-time person, welcoming the Seniors and giving them information. Parks and Rec has organized some great events and we should give them the funds for a part-time person.

Barbara DesJardins of Brookside Drive said she's proud to be on the Exeter Senior Council and we want to do what will be best for all of the Seniors in Exeter. Everyone should be included. There should be a part-time person to do programs inside the Senior Center so that people have something to do every day. At the Portsmouth Senior Center, there was something going on all of the time. Hampton and Newmarket also have lots of activities for Seniors.

Anne King of 20 Chestnut Street said her husband has mobility issues and depends heavily on the Senior Center. It's only 2 hours a day 2 days a week, and she would like to see that increased.

Mr. Papakonstantis said having a part-time position in this area is a requirement of the grant. Mr. Tovey said in his memo, he said that this person would work 32 hours per week, but he meant 29 hours per week.

Mr. Papakonstantis asked if they'd talked about what it would cost to get a van. Mr. Tovey said there are a few different options: new, used with limited miles, and alternative funding. Mr. Papakonstantis said he'd like to come up with some creative ways to finance that without a warrant article.

Mr. Papakonstantis said it's important for Seniors to be around young kids. The pandemic got in the way of a multigenerational Community Center but when 10 Hampton Road became available we started moving towards that again.

Ms. Belanger asked if there is a match for the grant. Mr. Tovey said no, it's a one-time \$30,000 grant. We will spend the funds starting in September 2024 through September 2025.

Ms. Gilman said she would like the Council to propose how the van will work, whether it's on call or goes out once a day, etc.

Lynn Wallace of Exeter asked who will be driving the van. If it's an occasional use it doesn't make sense to have someone full time.

Ms. Cowan said this would be an important resource. We want to be responsive to the needs of the community.

MOTION: Ms. Belanger moved to accept the \$30,000 grant for Senior Programming through Exeter Hospital Community Grant Funding, contingent on approval by Town Counsel; the focus of the grant will include health, wellness, and fitness programs, monthly luncheons, trips, and a part-time Senior Coordinator. Ms. Gilman seconded. The motion passed 4-0.

- e. 10 Hampton Road Renovations – OPM – David Tovey, Asst. Director Parks & Recreation

Mr. Bisson asked the Board to authorize a contract with CHA Consulting for OPM [Owner's Project Manager] services for 10 Hampton Road. Last time, the Board approved a contract with HDC [Hampshire Development Corp], who recommended an Owner Project Manager to oversee the project. The project must be 100% completed by August 2025. We'd like to rely on the Police Station/Fire Substation vetting process and retain CHA.. They have time and are willing to be the OPM on this project.

MOTION: Ms. Belanger moved to authorize the Town Manager or their designee to negotiate and execute a contract with CHA Consulting for Owner Project Manager Services for 10 Hampton Road, for a price not to exceed \$35,000. Ms. Gilman seconded. The motion passed 4-0.

Mr. Bisson said we will be breaking ground with a "golden sledgehammer" for a photo opp for the Community Development Finance Authority. The Board will be invited.

- f. Permits and Approvals

Mr. Bisson said October 5th is the date of this year's Powderkeg Beer and Chili Festival. The Chiefs and Health Officer have signed off on it. This is an economic driver for the town, and other businesses are organizing events around it. It benefits Parks and Rec and the Chamber of Congress.

Mr. Papakonstantis asked if the Swasey Parkway Trustees are aware. Mr. Bisson said they may not be aware of the date but it's always the first Saturday of October. We donate \$2,000 to the Parkway for the use.

MOTION: Ms. Belanger moved to approve the special event application for the Powderkeg Beer and Chili Festival for October 5, 2024, start time 7 AM and end date 8 PM at Swasey Parkway. Ms. Gilman seconded. The motion passed 4-0

g. Keegan Report Update

Assistant Town Manager Melissa Roy and Finance Director Corey Stevens were present to discuss the Keegan Report. Ms. Roy said a year ago the Board contracted with Keegan and Associates to review different items within the town, such as efficiency and succession planning. The Welfare Position, which was tied with the Senior Assistant to the Town Manager function, is now separate, which has given Pam more bandwidth to help Russ. We now have weekly Operation meetings with all Department Heads, as well as a Leadership team that meets biweekly. There's also Corey, Russ, and herself meeting weekly on the administration of the Town.

The Town Manager has a significant number of direct reports. Bill Keegan's recommendation was to reorganize the reporting structure. The Town Planner would become the Land Use Director. The Human Resource Director would be split from the Assistant Town Manager. Finance should oversee Tax and Assessing. The Town Manager would have fewer direct reports and more time for strategic planning. We're looking to implement those changes in Q4 of this year. We've started communicating with the staff that would be affected and they are on board for the most part. We've started updating job descriptions.

We would create a Land Use Director position, but leave Building Inspections by itself. The Keegan report recommended a Zoning Administrator or Coordinator, but we felt that could wait a few years.

The Human Resource Director and Assistant Town Manager position is a lot for a single person to split time with. The recommendation is to have a stand-alone HR Director. She would still oversee HR, as well as Parks and Rec, Welfare, Communications, and EXTV. This would be in the 2025 budget for BRC review.

In Finance, we have an unusual tax set-up due to a town warrant in the 80s. The tax collector is the Town Manager, but the Deputy Tax Collector functions as a Tax Collection. We would put any financially-based department under Finance and Corey, as well as Assessing and IT. Ms. Gilman asked about Water/Sewer Billing and Collections. Ms. Roy said that would still be under DPW.

These changes will reduce the number of direct reports to the Town Manager. The Welfare Department stands alone from the Town Manager's Office. These recommendations allow us to make each position more sustainable for a single person.

Ms. Gilman asked if we want to make these "Divisions" instead of "Departments." Ms. Roy said we will consider that.

Ms. Roy said the Keegan Report had a lot of additional recommendations. This won't be the last time we talk about this.

Mr. Papakonstantis said the organization was not growing with the needs of the Town. This work couldn't be done by the Board or Town Staff, so we brought in an expert consultant, who spent a lot of time here with everybody and presented a very thorough report. This was part of the Board's April goal setting meeting and we've accomplished a lot of this work. This has been a significant improvement to how this organization runs.

Mr. Dean said no action is necessary tonight, but there will be classification adjustments coming forward at a later date.

h. Permits and Approvals: Ambulance Write-off Policy

Mr. Stevens said we are seeking to implement recommendations from the audit, specifically an ambulance formal write-off policy. Over time, the bills become uncollectible, and we need to clean them up and maintain them. He worked with Justin Pizon and our billing company to come up with a formal write-off policy. This gives us a roadmap and who is responsible for making the call on what is collectible. This has been reviewed by the auditors, our billing company, and the Town Manager.

MOTION: Ms. Belanger moved to adopt the ambulance write off policy, 2024-01, and authorize the Select Board to sign the policy document. Ms. Cowan seconded. The motion passed 4-0.

i. Sestercentennial Non-Capital Reserve Fund – Julie Gilman, Selectwoman; Russ Dean, Town Manager

Ms. Gilman said she met with Mr. Dean about the committee and how to pay for events. Ms. Belanger suggested funding in 2025. There would be a lapsing fund, anything not spent by April 30, 2027 would go back into the General Fund. The proposal is for \$15,000 but we want to have fireworks at the end of the year, on December 31, so that would be in the 2026 budget. We can reduce the ask to \$5,000 this year. This is a bigger thing than the Select Board special events fund.

Ms. Belanger said since it's a lapsing fund, it's fine to put the \$15,000 in there. If there were grant matching money it would come from that fund. The Board agreed.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve an intent to cut for 46/7 for the tax year 2024. Ms. Belanger seconded. The motion passed 4-0.

b. Permits & Approvals

- i. This was discussed under regular business.

c. Town Manager's Report

- i. The Police Department is applying for more radar stealth equipment.
ii. Jen Shupe got her Deputy Town clerk certification.

- iii. The Webster Pump Station pipe was arriving last week, so that project will be starting soon.
- iv. Drillers are at PEA working on the groundwater well.
- v. The Economic Development Department will talk with SAU 16 about possible train station parking at the LSS lot
- vi. We've been working on the budget meetings.
- vii. The Police Station and Fire Substation had 4 geotech proposals.
- viii. The CIP will be presented to the Planning Board on Thursday night.
- ix. Mr. Papakonstantis asked about getting an update for a member of the public, John Greuter. Mr. Dean said he is scheduling a meeting with him.

d. Select Board Committee Reports

- i. Ms. Belanger had a Housing Advisory Committee meeting August 9. Someone tried to Zoom in but we aren't filmed or supported. We scheduled a work session on short-term rentals. There was some discussion about the revaluation. We have vacancies on the Housing Advisory Committee. Mr. Papakonstantis said he'd like to discuss ideas for changing the HAC into a work group. Ms. Belanger said the Planning Board will have their second public hearing on the CIP and regular business this Thursday.
- ii. Ms. Gilman attended National Night Out, which was hosted by the Police Department. The HDC meeting Thursday was canceled due to lack of a quorum. At the Heritage Commission this Wednesday, we'll review the status of the Pine Street historic area that we got a grant for. Our Certified Local Government Grant will be spent on a consultant who will look at the defining characteristics of each building in our Historic District.
- iii. Ms. Cowan had no report.
- iv. Mr. Papakonstantis thanked Detective Page for organizing National Night Out. This was the second year that it was held at Town House Common which seemed much better than Swasey Parkway. The Tree Committee saw a presentation of an app approved in last year's budget that will allow folks in town to take a tree inventory. The goal is for them to have a stand at the town election on September 10th. They'll also give a presentation to the Select Board. On August 15, the Pairpoint Park Committee met. They'll be working with Mr. Sharples to develop ideas for fencing.

e. Correspondence

- i. Leslie Haslam's email regarding Senior Council
- ii. A memo from our Health Officer regarding mosquitos. Mr. Dean said there have been positive hits for EEE in the area. We're beginning a spraying program tomorrow.
- iii. A memo from Comcast about a price increase for Starz
- iv. A memo on voting in NH

9. Review Board Calendar

The next meetings are Tuesday September 3, September 16, September 30, Tuesday October 15, October 28, Tuesday November 12, and November 18. September 10 is the State Primary election.

10. Non-Public Session

MOTION: Ms. Belanger moved to enter into non-public session under RSA 91-A3II (a) and (b). Ms. Gilman seconded. In a roll call vote, the motion passed 4-0, and the meeting entered non-public session at 8:48 PM.

11. Adjournment

MOTION: Ms. Belanger moved to exit non-public session. Ms. Cowan seconded. By roll call vote, all were in favor. The Select Board stood adjourned at 8:55 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments/Resignations



Pam McElroy <pmcelroy@exeternh.gov>

Stepping down

2 messages

Marissa Vitolo <vitolomarissa@gmail.com>

Mon, Aug 26, 2024 at 1:06 PM

To: Pam McElroy <pmcelroy@exeternh.gov>, nbelanger@exeternh.gov

Hi Pam and Nancy,

I am stepping down from the Exeter Arts and Culture Committee. I enjoyed my time working with this group but can no longer make the commitment.

Have a wonderful afternoon,

Marissa Vitolo

Pam McElroy <pmcelroy@exeternh.gov>

Mon, Aug 26, 2024 at 1:11 PM

To: Marissa Vitolo <vitolomarissa@gmail.com>

Cc: nbelanger@exeternh.gov

Thank you Marissa. The Town of Exeter appreciates your time and attention while on the Arts and Culture Advisory Committee.

Pam

[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

Discussion/Action Items

Waste Zero Trash Metering Supplies and Services Agreement



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov/publicworks • publicworks@exeternh.gov

TO: Exeter Select Board

FROM: Stephen Cronin, Public Works Director

DATE: August 29, 2024

RE: Waste Zero Trash Metering Supplies and Services Agreement

SUGGESTED MOTION:

Motion to approve a 3-Year Supplies & Services Agreement with WasteZero for Trash Metering, and to further authorize the Town Manager or their designee to execute the associated agreement documents.

In 2010, the Public Works Department converted to a “Retail Store Distribution” model for the “Blue Bag” Pay-As-You-Throw Program. Since that time, the Town has utilized WasteZero to manage the program. This includes the manufacture and distribution of Exeter’s official “Blue Bags” to participating retail stores, inventory management, accounting and collections, and customer service support services related to the program. In the interest of protecting both the Town and WasteZero from unexpected price fluctuations, the Department recommends that the Select Board approve a 3-Year Supplies and Services Agreement with WasteZero at a retail rate of \$625/case for Large Bags and \$312.50 for Smalls Bags, with an associated Supplies and Services fee of \$109.25/case for Large and \$63.60/case for Small Bags. As outlined in the Agreement, the Supplies and Services Fee is subject to an annual increase based on the Consumer Price Index – All Urban Consumer plus three (3) percent. Upon expiration of the initial 3-Year term, and upon mutual agreement, the Agreement may be renewed for two (2) additional two (2) year terms. A copy of the proposed agreement has been attached for reference.

WASTEZERO SUPPLIES AND SERVICES AGREEMENT

This WasteZero Supplies and Services Agreement (this “Agreement”) is made and entered into this the ____ day of _____, 2024 (the “Effective Date”), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as “WasteZero”, and Exeter, NH, hereinafter referred to as “Municipality”.

WITNESSETH

WHEREAS, Municipality is responsible for the disposal of solid waste for its residents and wishes to implement a pay-as-you-throw program with an upgrade to its services to include retail store distribution and related services; and

WHEREAS, over the last two decades, WasteZero has become the nation’s leading municipal partner to implement variable rate solid waste finance programs that “meter the trash”, thereby allocating the costs of municipal waste disposal to residents based on their use of services and creating incentives to reduce landfilled waste and encourage recycling; and

WHEREAS, WasteZero designs, implements and manages the WasteZero Trash Metering® Program and manufactures and sells WasteZero Trash Metering® Bags (the “Official Municipal Bags”); and

WHEREAS, Municipality desires to engage and hire WasteZero to manufacture and distribute Official Municipal Bags to certain retail stores and provide certain inventory management, logistics, accounting, collection, and customer service support services related thereto (the “Program”).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement will be binding on all parties for a period from the Effective Date of this Agreement until three (3) years from the Effective Date (the “Initial Term”). Upon expiration of the Initial Term, and upon mutual agreement, the term of the Agreement may be renewed for two (2) additional two (2) year terms, each of such two (2) year terms an “Extension Term”

2. WasteZero Services. During the Term, WasteZero will (i) manufacture and supply Official Municipal Bags that comply with the specifications set forth in Exhibit A (the “Specifications”) to those retailers recommended by Municipality and set forth in Exhibit B (the “Retailers”) for sale by Retailers to residents of the Municipality; and (ii) provide the “Services” set forth in Exhibit C.

3. Designated Retailers. Municipality will provide WasteZero with a recommended list of Retailers to be set forth on Exhibit B (the “Retailer List”) that Municipality would prefer to participate in the Program. WasteZero will assist Municipality to complete the Retailer List. WasteZero will either service those Retailers as it has been, or work to sign up new Retailers, as directed by Municipality. Addition or removal of Retailers from the Retailer List will be subject to mutual agreement between WasteZero and the Municipality.

4. Exclusive Agreement. During the Term, so long as WasteZero is able to deliver sufficient Official Municipal Bags to the Municipality, the Municipality will not purchase or sell, directly or indirectly (i.e., through a third party) waste or recycling bags other than the Official Municipal Bags referred to herein.

5. Inventory Per Purchase Order. In accordance with written purchase order instructions from Municipality, WasteZero will “make and hold” a fixed quantity of Official Municipal Bags and store them in its bonded and insured warehouse. Upon delivery to the warehouse, title to inventory will transfer to the Municipality. WasteZero will keep Municipality advised of inventory levels and replenish that inventory per written purchase orders issued by Municipality. In order to maintain stable prices, orders must be in a quantity no smaller than the Minimum Order Size set forth on Exhibit A. During the Term, inventory levels will correspond to written instructions WasteZero receives from Municipality.

6. Terms of Distribution. In order to preserve the sale-tax free status of the Official Municipal Bags at retail sale, Municipality acknowledges and agreed that Official Municipal Bags supplied to Retailer will be sold and supplied to Retailers by WasteZero on behalf of Municipality, such that upon a sale of Official Municipal Bags title to such Official Municipal Bags will first transfer from WasteZero to the Municipality and then from the Municipality to the Retailer.

7. Orders. Retailers will submit written or verbal orders for Official Municipal Bags (“Orders”) directly to WasteZero, as Municipality’s agent. Orders will set forth the type and quantity of Official Municipal Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero’s right to reject an Order from a Retailer that is on credit hold. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order. Deliveries of Official Municipal Bags pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero.

8. Bag Revenue. WasteZero will invoice Retailers the applicable Official Municipal Trash Bag purchase price set forth in Exhibit A (the “Retail Bag Prices”). All revenue received by WasteZero from the sale of Official Municipal Trash Bags to Retailers will be “Bag Revenue”.

9. Custodial Banking Account. WasteZero will deposit all Bag Revenue in a custodial banking account established by WasteZero in the name of Municipality in a bank insured by the Federal Deposit Insurance Corporation (the “Deposit Account”). The bank account will carry the tax identification number of the Customer. The Municipality grants WasteZero permission to open the Deposit Account on behalf of Municipality in accordance with the Custodial Banking Agreement attached as Exhibit F. WasteZero will deposit all Bag Revenue into the Deposit Account.

10. Retailer Credit Terms. WasteZero will collect payment and enforce payment obligations in accordance with its policies set forth in Exhibit D. Municipality acknowledges that collection efforts made by WasteZero are on behalf of Municipality. Municipality reserves the right to take any collection actions in addition to or beyond those steps set forth on Exhibit D, and WasteZero will have no liability to Municipality for a failure to collect payment from a Retailer.

11. Compensation.

a. To compensate WasteZero for manufacturing and inventorying the Official Municipal Trash Bags and providing retail distribution services WasteZero will receive the WZ Supplies and Service Fee also identified on Exhibit A.

b. WasteZero will invoice the Municipality the WZ Supplies and Services Fee. All fees are due Net-30 days of invoice.

c. Compensation due and owing shall be made through electronic transfers.

d. All Bag Revenue will be the property of Municipality (the "Municipal Revenue").

e. Within thirty (30) days following the end of each calendar month, WasteZero will provide to Municipality (i) the Municipal Revenue for the prior calendar month via electronic transfers, and (ii) financial statements for such calendar month, including: a bank statement, invoice register, cash receipts journal and accounts receivable aging report.

12. Bag Pricing Adjustments.

a. Inflation Cost Adjustment. . The parties agree that the WZ Supplies and Services Fee is set, in part, and will be adjusted, to keep pace with inflation. On each anniversary of the Effective Date, the WZ Supplies and Services Fee shall be increased by the consumer price index, all urban consumers (CPI-U) plus 3 percent (3%).

b. Extraordinary Resin Cost Adjustments. The parties agree that the WZ Supplies and Services Fee will be set, in part, and may be adjusted, based on the costs of resin. In the event of an extraordinary resin cost increase, defined as an increase over a ninety (90) day period of greater than twenty percent (20%) from a Benchmark Resin Rate set on the Effective Date of this Agreement, WasteZero will adjust the WZ Supplies and Services Fee by such increase, for the duration of such extraordinary cost increase, after which the Fee will revert back down. The Benchmark Resin Rate is calculated using the average of linear low-density polyethylene ("LLDPE") extrusion liner film for Volumes I and II as reported by Plastics News trade publication. If Plastic News ceases publication, then the resin cost will be based on the average cost of LLDPE resin as reported in another reputable publication chosen by WasteZero.

c. Municipal Price Adjustments. Municipality may, at its sole discretion, increase the Retail Bag Price. Municipality must confer with WasteZero at least forty-five (45) days in advance of any such increase so WasteZero can prepared to manage inventory and communicate with Retailers.

13. Representations and Covenants.

a. Legal and Binding Agreement; Municipality's Obligations. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and conditions contained herein. Municipality will provide certification, if applicable, that the Official Municipal Trash Bags qualify for a waiver of local and state sales, use, or other taxes.

b. Representations of WasteZero. WasteZero warrants that the Official Municipal Trash Bags will, in all material respects, meet the Specifications. In the event the Official

Municipal Trash Bags delivered to Retailers fail to meet the Specifications in any material respect, WasteZero will, as Municipality's sole and exclusive remedy for such failure, replace the Official Municipal Trash Bags in accordance with WasteZero's Return and Replacement Policy as set forth on Exhibit D.

14. Breach; Termination.

a. Termination for Breach. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to thirty (30) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective thirty (30) days after written notice of failure to correct (or failure to take action to correct) to the breaching party. If such breach is not curable, the Agreement will be terminated thirty (30) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. Insolvency. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. Termination for Convenience. Municipality may terminate this Agreement at any time upon ninety (90) days written notice if the Town eliminates its uniform bag program for any reason.

d. Effect of Termination. Upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Trash Metering Bags remaining in inventory, and Municipality will purchase from WasteZero all Trash Metering Bags in inventory on the effective date of termination at the then-current WZ Supplies and Services Fee and (ii) WasteZero will have no further liability or obligation under this Agreement, including without limitation, for servicing warranty claims, (iii) WasteZero will tender to Municipality the final Municipal Revenue, and (iv) WasteZero will have no continuing responsibility for the Services. Any other terms and conditions that contemplate performance following the effective date of termination or expiration, or that by their nature are intended to survive will survive termination.

15. Force Majeure. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather. The obligations of WasteZero and Municipality, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with this Agreement because of Force Majeure and WasteZero is unable to substitute bags of like kind and quality. Upon the elimination of the cause of such

suspension, the respective obligations of WasteZero and Municipality shall be reinstated from the date of such elimination.

16. Insurance. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in general aggregate. Upon written request, certificates of insurance naming Municipality as an additional insured will be provided to Municipality by WasteZero.

17. Non-Collusion. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

18. Assignment. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

19. Governing Law; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the state in which the Municipality is located. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in the state in which the Municipality is located, or any other location mutually agreeable to the parties, by one arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. Notwithstanding the origin of the controversy or claim, either party may initiate arbitration. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

20. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

If to WasteZero, to:
11943 Grandhaven Drive, Suite A-1
Murrells Inlet, SC 29576
Attn: Elizabeth Vance
Tele. No. (919) 322-1234
Email: evance@wastezero.com

with a copy to:
Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 400
Raleigh, North Carolina 27607
Facsimile No.: (919) 781-4865
Attention: Larry E. Robbins

If to Municipality, to:
Town of Exeter

Department of Public Works
10 Front Street
Exeter, NH 03833
Attn: Jay Perkins,
Highway Superintendent
Tele. No.: 603-773-6157
Email: jperkin@exeternh.gov

21. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

22. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Supplies and Services Agreement as of the Effective Date.

Municipality

WasteZero, Inc.

By: _____

By: _____

Name: _____

Name: Elizabeth Vance

Title: _____

Title: Head of Legal

Date: _____

Date: _____

EXHIBIT A
Official Municipal Trash Bag Specifications

1. Except as may be require by Force Majeure, the bag specifications for this contract are:

Bag Description	Large "Trash" Flex 6074	Small "Tall Kitchen" Flex 6075
Retail Pack	10 Bags Per Sleeve 25 Sleeves Per Case	10 Bags Per Sleeve 25 Sleeves Per Case
Bag Size	33 by 37 inches	24 by 27 inches
Bag Gauge	1.65 mil	1.6 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring
Package Insert	Custom program information (White insert)	Custom program information (Yellow insert)
Bag Print	Logo/artwork plus agreed custom Program information (Black - Random)	Logo/artwork plus custom Program information (Black - Random)
Exterior Bag Color	Dark Blue	Dark Blue
Capacity	33 gallons	15 gallons

2. The Retail Bag Prices (price paid at point of sale):

3. Bag Size	Bags per Sleeve	Sleeves per Case	Price per Sleeve	Price per Case
Large (33" x 37")	10	25	\$25.00	\$625.00
Small (24"x 27")	10	25	\$12.50	\$312.50

4. Minimum Order Size Requirements:

Large: 300 cases
Small: 300 cases

5. WZ Supplies and Services Fee (per Case), calculated on each anniversary of the Effective Date, in accordance with Paragraph 13(a):

Contract Year	Large Trash (Fee per Case)	Small Trash (Fee per Case)
Year 1	\$109.25	\$63.60
Year 2 to end of term	TBD	TBD

EXHIBIT B
Retailer List

Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	

Addition or removal of Retailers from the Retailer List will be subject to mutual discussion between WasteZero and Municipality.

EXHIBIT C
Services

1. **Retail Store Distribution® Services:** WasteZero will work directly with retailers in and around the Municipality to recruit them to participate in the Program and set up those who agree to participate. WasteZero will provide secure, dependable supply chain management to ship the Official Municipal Trash Bags to the participating retailers. WasteZero will develop and register distinct UPC codes for the Program to assist tracking of and sales of Official Municipal Bags. WasteZero will take and enter orders from retailers and process those orders for timely shipment and delivery. WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.
2. **Inventory Management Services:** In accordance with written purchase order instructions from Customer. WasteZero will “make and hold” a fixed quantity of Official Municipal Bags and store them in its bonded and insured warehouse. WasteZero will keep Customer advised of inventory levels and replenish that inventory per written purchase orders issued by Customer. In order to maintain stable prices, orders must be in a quantity no smaller than the Minimum Order Size set forth on Exhibit A. During the term, inventory levels will correspond to written instructions WasteZero received from Customer. WasteZero will monitor inventory at its distribution centers to prevent stock outs or supply chain disruptions.
3. **Accounting and Funds Management Services:** WasteZero will handle all bookkeeping related to Retail Store Distribution® and Inventory Management, including billing and collecting payment from participating retailers and informing the Municipality of any retailers placed on a credit hold. WasteZero will manage, deposit all funds in and perform custodianship services with the approved bank account for Municipality. WasteZero will compile and provide to the Municipality monthly reports showing all retailer purchases, funds remitted from retailers and payments made to Municipality. WasteZero will also send notification to retailers of any Municipal-approved change in the Retail Bag Price.
4. **Program Manager.** WasteZero will assign a representative to serve as the Program’s coordinator (“Program Manager”). The Program Manager will act as a main point of contact and assist Municipality to answer questions or provide support with regard to all aspects of the Program Services and Program Supplies, subject to the limitations described herein. The Program Manager will ensure that all of the Program Services and Supplies outlined herein are delivered and that Municipality has a primary point of contact to assist with any Program-related matters that might arise.
5. **Additional Services.** Additional Services are any services, materials or supplies desired by Municipality but not agreed to be provided by WasteZero under the terms of this Agreement. Upon mutual written agreement, WasteZero will perform Additional Services and directly invoice Municipality.
6. **Program Manager:**
Taylor Millspaugh
11943 Grandhaven Drive, Suite A-1
Murrells Inlet, SC 27596
Tele. No.: (401) 663 4609

(Exeter v1.2024 SSA)

Email: tmilspaugh@wastezero.com

7. The Average Inventory Target is: 3 months

EXHIBIT D

Credit Policy and Procedures

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery.

All invoices billed to Retailers are due and payable, net-thirty (30) days from date of invoice.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers to Municipality. WasteZero does not assume responsibility for Retailer defaults or uncollected amounts.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes forty-five (45) days past the date of invoice (or 15 days past due).
- If an invoice becomes forty-five (45) days past the date of invoice (or fifteen (15) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices forty-five (45) days past the date of invoice (or fifteen (15) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.
- In the event invoices become sixty (60) days past the date of invoice (or thirty (30) days past due):
 - The delinquent Retailer account will be referred to Municipality for further guidance on how to proceed.
 - No new orders will be accepted, or deliveries made to the delinquent Retailer account in the future unless Municipality provides WasteZero with written authorization.
 - WasteZero will require Municipality to indemnify WasteZero for any Program Revenue Share that is written off in the future if Municipality requests that WasteZero reinstate shipments to the previously delinquent Retailer account.
- In no event will WasteZero initiate or threaten legal action against any delinquent Retailer. Municipality reserves the right to make any collection efforts or take any actions in addition to or beyond those WasteZero sets forth herein.

WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Trash Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Trash Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

Please Note: WasteZero does not give exchanges for Official Municipal Trash Bags purchased through unauthorized Retailers or individuals.

EXHIBIT E

Municipal Wire Transfer Worksheet

Please complete and submit this form to receive monthly cash receipts wire transfers from your WasteZero Retail Store Distribution® (RSD) program.

Municipality:

Beneficiary Financial Institution

Enter the beneficiary financial institution information in the fields provided below:

Account Number	<input type="text"/>
Account Type	<input type="text"/>
ABA/Routing #	<input type="text"/>
Bank Name	<input type="text"/>
Street 1	<input type="text"/>
Street 2	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Postal Code	<input type="text"/>

EXHIBIT F

CUSTODIAL BANKING AGREEMENT

This Agreement is entered into on this ____ day of _____, 2024 between the City/Town of _____, _____ (Customer), with an address of _____ and WasteZero, Inc. (“WasteZero”), 8396 Six Forks Road, Suite 103, Raleigh NC 27615, to grant permission from the Customer to WasteZero to open a custodial bank account with South State Bank, on behalf of the Customer. The Customer understands this account will be in the name of Customer, carry the tax identification number of Customer and authorized signers on the account will be properly authorized Waste Zero employees.

WasteZero will prepare the necessary documentation to establish a custodial bank account on behalf of the Customer with South State Bank. WasteZero will deposit all checks for payments from the retailers into this account. WasteZero will electronically transfer funds from this bank account to the Customer’s own bank account. WasteZero will provide a monthly report which includes the reconciled bank account statement, invoice register, cash receipts journal and accounts receivable aging report no later than thirty (30) days after the end of each month.

Municipality

WasteZero, Inc.

Authorized Signature of Customer

Authorized Signature of WasteZero, Inc.

Title

Title

Printed Name of Authorized Signature

Printed Name of Authorized Signature

Date

Date

Award of Septage Receiving Equipment Installation



TOWN OF EXETER, NEW HAMPSHIRE

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www.exeternh.gov

Memo

To: Russell Dean

From: Stephen Dalton

CC: Stephen Cronin, Pam McElroy, Trisha Allen

Date: August 26, 2024

Re: Award of Septage Receiving Equipment Installation

The Public Works Department and Wright Pierce have reviewed the bid results and recommends to award the contract to PRB Construction, Inc.

The Town has authorization from New Hampshire Department of Environmental Services to award the contract to PRB Construction, Inc. This authorization allows the project to remain eligible for the State Aid Grant (SAG) plus program.

The Town received and reviewed three bids for the installation of the septage receiving equipment that has been pre-purchased from Claro for the Septage Receiving Upgrade Project that was approved to be funded by Sewer Reserves. PRB Construction of Gilford, NH submitted the low bid for a bid price of \$165,000. Penta Corporation of Moultonborough, NH bid of \$175,200 was approximately 5.82% higher than the low bid and Northeast Earth Mechanics of Pittsfield, NH bid of \$332,500 was approximately 50.38% higher than the low bid. These bids are evidence of competitive pricing and reasonable bids. The bid package submitted by PRB Construction was found to be complete.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

August 16, 2024

Andrew Morrill, P.E. (via email: andy.morrill@wright-pierce.com)
Wright-Pierce
230 Commerce Way, Suite 302
Portsmouth, NH 03801

**Re: Authorization to Award Contract
Town of Exeter
Exeter WWTF Septage Receiving Upgrade
NHDES/SAG Project No. D2022-1211**

Dear Mr. Morrill:

The NH Department of Environmental Services (NHDES) has completed its review of the request package, submitted on behalf of the Town of Exeter for the authorization to award the construction contract for the subject project.

After review, we find the conditions and assurances needed for the authorization to award the construction contract have been fulfilled. The Town of Exeter is therefore authorized by the NHDES Water Division, in accordance with the provisions of RSA 486:1, V.(j), to award the construction contract as indicated below under Contract Approval. Please ensure that all conditions listed are met.

Contract Approval

NHDES grants approval to award the construction contract for the above-referenced project to PRB Construction, Inc. of Gilford, NH in the amount of \$165,000.00, all of which appears eligible for a State Aid Grant (SAG) under RSA 486:1.

Upon execution, a PDF copy of the signed construction contract should be sent to NHDES for the project file.

Please contact Shannon Larocque of our Construction Management Section at Shannon.J.Larocque@des.nh.gov when arranging the date and time for the Pre-Construction Conference, and the date when construction is to commence.

Per RSA 486:7, the grant application must be submitted to NHDES within one year of final completion of the project.

Please note that SAG funding for new grant awards is dependent on appropriations from the state budget and/or legislative appropriations, along with Governor and Council approval.

Authorization to Award Construction Contract
Exeter WWTF Septage Receiving Upgrade
D2020-0712
Page 2 of 2

Please contact us if you have any questions.

Sincerely,



Shannon J. Larocque, P.E.
Construction Management Section Supervisor
Wastewater Engineering Bureau

cc: Paul Vlasich, P.E., Town of Exeter
Steve Cronin, Town of Exeter
Steve Dalton – Town of Exeter
Christina Buckman, Grants Mgmt/WEB/WD/DES
John Muras, P.E., Design Review WEB/WD/DES

Project Name/No.: **Septage Receiving Upgrade/21338**
 Bid Opening: **7/22/2024 7:00 PM**
 Location: **Exeter, New Hampshire**
 PM: **Andy Morrill**
 Engineer's Estimate: **\$330,000**

Issuing Office: **Portsmouth Office**
230 Commerce Way, Suite 302
Portsmouth, NH 03801

BID QUANTITIES				BIDDER'S NAME							
Item	Qty.	UNIT	Engineer's Estimate		PRB Construction		Penta Corp		Northeast Earth		
			UNIT AMT	BID	UNIT AMT	BID	UNIT AMT	BID	UNIT AMT	BID	
BASE BID											
1	Septage Receiving Upgrade	1	LS	\$ 330,000.00	\$ 330,000.00	\$ 165,000.00	\$ 165,000.00	\$ 175,200.00	\$ 175,200.00	\$ 332,500.00	\$ 332,500.00
TOTAL BASE BID AMOUNT ITEMS					\$ 330,000.00	\$ 330,000.00	\$ 165,000.00	\$ 165,000.00	\$ 175,200.00	\$ 332,500.00	\$ 332,500.00

Deed Waivers



TOWN OF EXETER, NEW HAMPSHIRE

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MEMORANDUM

TO: Select Board

DATE: August 30, 2024

FROM: Russ Dean, Town Manager

RE: Tax Deed Waivers

The following properties are due to be deeded to the Town of Exeter for non-payment of the 2021 Tax Lien.

Section 1

Parcel 70-132	163 High Street
Parcel 52-44	13 Ridgecrest Drive

Section 2

Parcel 103-13-41	41 Donna Drive
Parcel 64-105-30	30 Hayes MH Park
Parcel 95-64-350	6 Sumac Street
Parcel 95-64-111	14 Cherry Street
Parcel 111-5-5	5 Green Gate CG
Parcel 95-64-202	14 Lilac Street
Parcel 95-64-116	24 Cherry Street
Parcel 32-12-29	29 Beech Hill MH Park
Parcel 95-64-239	17 Cornwall Avenue
Parcel 95-64-78	5 Wanda Lane
Parcel 110-2-77	77 Exeter Elms CG
Parcel 87-14-21B	21 Second Street Pinecrest Park
Parcel 95-64-5	10 Willow Street
Parcel 95-64-124	9 Cherry Street
Parcel 95-64-228	32 Cornwall Avenue

Parcel 55-44	13 Allard Street
Parcel 95-64-43	14 Wayland Circle
Parcel 95-64-264	47 Lindenshire Avenue
Parcel 32-12-8	8 Beech Hill MH Park
Parcel 103-13-37	37 Donna Drive
Parcel 95-64-309	28 Hilton Avenue
Parcel 95-64-222	1 Plum Street
Parcel 103-15-11	11 Icey Hill Co Op MH Park
Parcel 95-64-308	26 Hilton Avenue
Parcel 87-14-1A	1 First Street Pinecrest Park
Parcel 95-64-324	58 Hilton Avenue
Parcel 95-64-270	38 Alder Street
Parcel 95-64-15	19 Lindenshire Avenue
Parcel 95-64-47	4 Wayland Circle
Parcel 95-64-180	7 Hemlock Street
Parcel 104-79-217	217 Robin Hood Drive
Parcel 95-64-343	45 Alder Street
Parcel 95-64-125	11 Cherry Street
Parcel 104-79-144	144 Robin Hood Drive
Parcel 104-79-611	611 Canterbury Drive
Parcel 111-5-8	8 Greengate CG
Parcel 95-64-212	25 Hilton Avenue
Parcel 110-2-7	7 Exeter Elms CG
Parcel 104-79-105	105 Robin Hood Drive
Parcel 95-64-37	28 Wayland Circle
Parcel 95-64-41	18 Wayland Circle

As Exeter Tax Collector I am recommending deed waivers for the properties listed in Section 2 in accordance with RSA 80:76,2-a.

Grant History Update



TOWN OF EXETER, NEW HAMPSHIRE

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MEMORANDUM

TO: Select Board

DATE: August 30, 2024

FROM: Russ Dean, Town Manager

RE: Grant History

In response to the Select Board's request at the November 6, 2023 meeting regarding grant history, the attached spreadsheet shows Departmental grant history from January 1, 2023 through August 1, 2024.

Grant History

January 1, 2023 - August 1, 2024

Project	Agency	Year	Funding	Project Description
<u>DPW</u>				
Water St SW Planning Siphon Project	NHDES SW SRF - 100%	2024	\$100,000	Water St. Stormwater
Webster Sewer PS	CWSRF - Forgiveness	2023	\$250,000	\$3.5M Special Town Vote
Westside Dr Construction	CWSRF - Forgiveness	2024	\$21,330	2024 Warrant \$213,300
Stormwater AMP	DW & CWSRF - Forgiveness	2023/2024	\$1,356,000	Construction
Stormwater AMP	CSWRF Stormwater Planning 100%	2024	\$10,000	Sweeper purchase
School Street	NH CWSRF - Forgiveness	2024	\$96,250	Sweeper purchase
High Street Sewer	CWSRF - Forgiveness	2024	\$1,691,148	Sewer & drain design/construction
Household Hazardous Waste Collection	CWSRF - Forgiveness	2024	\$760,000	Up for discussion
	NHDES SW SRF - 100%	2024	\$8,331	Household Hazardous Waste Collection
<u>DPW - Water/Sewer</u>				
Cybersecurity	NH State ARPA	2023	\$100,000	Water/Sewer SCADA Cybersecurity
Lead Service Line Inventory	NHDES DW & GW Bureau	2023	\$50,000	Lead Service Line Inventory - Water System
Septage Receiving Upgrade	NHDES State Aid Grant Plus	2023	up to 10% TBD	Installation - New Septage Receiving Equipment
<u>Parks & Recreation</u>				
Facility Energy Assessment	CDFA		\$3,600	Facility Energy Assessment
Community Center Improvement Project	NH		\$841,240	Community Center Improvement Project
Planet Playground	Federal - Land, Water, Conservation Fund		\$297,500	Planet Playground
<u>Conservation and Sustainability</u>				
Energy Conservation	Federal Dept of Energy	Oct-23	\$200,000	Energy efficiency of manufactured housing
Conservation	UNH/NH Sea Grant	Feb-24	\$1,500	Conservation dashboard & Granite Conservation Data Upda
Conservation	State Mooseplate	Mar-24	\$20,000	Raynes Clapboard and Siding
Energy Conservation	NH Grassroots - Grow Grant	Jun-24	\$1,000	Support Exeter Window Dressers Program
Conservation	State LCHIP	Jun-24	Withdrawn	Remaining Raynes Barn Repairs
Conservation	State Coastal Resilience Grant	Jul-24	\$18,000	Enhancing Climate Resilience - Swasey Parkway
Applied by SELT for Exeter Project	State Source Water Protection	Dec-23	\$25,000	Rider Conservation Easement
Applied by SELT for Exeter Project	State Source Water Protection	Jun-24	\$500,000	Rider Conservation Easement
<u>Police Department</u>				
Road/Highway Safety	NH DES Office of Highway Safety	2023	\$10,560	Various Driving/Roadway Enforcement Projects
Road/Highway Safety	NH DES Office of Highway Safety	2024	\$14,972	Various Driving/Roadway Enforcement Projects
Police Radios	Congress Direct Spend COPS Tech & Equipt	2023	\$112,000	Police Radios
<u>Fire Department</u>				
Security	EMPG Grant		\$20,795	Security Upgrades - EOC Fencing
Credentialing	State WorkInvestNH - EMT		\$6,354	EMT & AEMT Credentialing
Natural Hazard Mitigation Plan	EMPG Grant		\$10,000	Natural Hazard Mitigation Plan

Tax Abatements, Veteran's Credits & Exemptions

Permits & Approvals

(Assigned by Municipality)

YR TOWN OP#

24 - 153 - 03 - T

For Tax Year April 1, 24 to March 31, 25

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

1. Town/City of: Exeter

2. Tax Map/Block/Lot or USFS Sale Name & Unit No. MAP 5 LOT 1

3. Intent Type: Original [X] Supplemental []

4. Name of Access Road: MAST RD BIRCH RD

5a. Acreage of Lot: 123 Acreage of Cut: 8

5b. Anticipated Start Date: SEPT

- 6. Type of ownership (check only one): a. Owner of Land and Stumpage (Sole Owner) [] b. Owner of Land and Stumpage (Joint Tenants) [] c. Owner of Land and Stumpage (Tenants in Common) [] d. Previous owner retaining deeded timber rights [] e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements [X]

REPORT OF CUT / CERTIFICATE TO BE SENT TO: OWNER [] OR LOGGER / FORESTER [X] BY MAIL [] OR E-MAIL [X]

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners.

Signature: Fred Leclair DATE: 7-26-24

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S): Fred Leclair

Signature: Fred Leclair DATE: 7-26-24

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S): Fred Leclair

MAILING ADDRESS: 789 MAIN ST

CITY OR TOWN: Fremont STATE: NH ZIPCODE: 03074

E-MAIL ADDRESS: FastFreddie 1110@hotmail.com

HOME PHONE: 603 702 0806 CELL PHONE: []

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that: 1. All owners of record have signed the Intent; 2. The land is not under the Current Use Unproductive category; 3. The form is complete and accurate; and

- 4. Any timber tax bond required has been received. \$ Date: 5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10. 6. This form to be forwarded to DRA immediately after signing.

8. Description of Wood or Timber To Be Cut

Table with 3 columns: Species, Estimated Amount To Be Cut, and Unit (MBF or Tons or Cords). Rows include White Pine (80 MBF), Hemlock (20 MBF), Red Pine (MBF), Spruce & Fir (MBF), Hard Maple (MBF), White Birch (MBF), Yellow Birch (MBF), Oak (4 MBF), Ash (MBF), Soft Maple (2 MBF), Beech/Pallet/Tie & Mat Logs/Pine Box (8 MBF), Other (Specify) (MBF), Pulpwood (Tons), Spruce & Fir, Hardwood & Aspen, Pine, Hemlock, Biomass Chips (700), Miscellaneous, High Grade Spruce/Fir (Tons), Cordwood & Fuelwood (30 Cords).

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Table with 2 columns: Species, Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

Signature: Fred Leclair DATE: 7-26-24

PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT: Fred Leclair

MAILING ADDRESS: 789 MAIN ST

CITY OR TOWN: Fremont STATE: NH ZIPCODE: 03074

PHONE NUMBER: 603 702 0806 E-MAIL ADDRESS: FastFreddie 1110@hotmail.com

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

TOWN: EXETER NH
COUNTY: ROCKINGHAM
OWNER: STATE OF NH
OWNER: FRED LECLAIR
ADDRESS: 789 MAIN ST
ADDRESS: FREMONT, NH 03044

INTENT FILED DURING TAX YEAR: 04-01-2024 TO 03-31-2025

ACCOUNT & SERIAL #:
MAP & LOT #: 005-001
OPERATION #: 24-153-??-T
DATE OF BILLING:

SPECIES	LOW MBF	HIGH MBF			RANGE DIFFERENCE	RATING %	STUMPAGE VALUE *	# BOARD FEET IN THOUSANDS			
WHITE PINE	\$100.00	\$200.00			\$100.00	0.83	\$ 183.00	80.000			
HEMLOCK	\$25.00	\$60.00			\$35.00	0.83	\$ 54.05	20.000			
RED PINE	\$20.00	\$55.00			\$35.00	0.00	\$ 20.00	0.000			
SPRUCE & FIR	\$60.00	\$135.00			\$75.00	0.00	\$ 60.00	0.000			
HARD MAPLE	\$100.00	\$300.00			\$200.00	0.00	\$ 100.00	0.000			
WHITE BIRCH	\$50.00	\$125.00			\$75.00	0.00	\$ 50.00	0.000			
YELLOW BIRCH	\$80.00	\$200.00			\$120.00	0.00	\$ 80.00	0.000			
OAK	\$200.00	\$400.00			\$200.00	0.83	\$ 366.00	4.000			
ASH	\$90.00	\$225.00			\$135.00	0.00	\$ 90.00	0.000			
BEECH/SOFT MAPLE	\$60.00	\$150.00			\$90.00	0.83	\$ 134.70	2.000			
PALLET/TIE LOGS	\$25.00	\$100.00			\$75.00	0.83	\$ 87.25	8.000			
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000			
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000			
TONS & CORDS	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH	TONS	CORDS	RATING %	STUMPAGE VALUE TONS *	STUMPAGE VALUE CORDS *	#TONS	#CORDS
SPRUCE & FIR	\$0.00	\$1.00	\$0.00	\$0.00	\$1.00	\$0.00	0.00	\$ -	\$ -	0.000	0.000
HARDWOOD & ASPEN	\$1.00	\$4.00	\$0.00	\$0.00	\$3.00	\$0.00	0.00	\$ 1.00	\$ -	0.000	0.000
PINE	\$0.00	\$0.50	\$0.00	\$0.00	\$0.50	\$0.00	0.00	\$ -	\$ -	0.000	0.000
HEMLOCK	\$0.00	\$2.50	\$0.00	\$0.00	\$2.50	\$0.00	0.00	\$ -	\$ -	0.000	0.000
WHOLE TREE CHIPS	\$0.00	\$0.50	\$0.00	\$0.00	\$0.50	\$0.00	0.83	\$ 0.42	\$ -	700.000	0.000
HIGH GRADE SPRUCE	\$0.00	\$0.00	\$15.00	\$20.00	\$0.00	\$5.00	0.00	\$ -	\$ 15.00	0.000	0.000
CORD WOOD/FUELWOOD	\$0.00	\$0.00	\$10.00	\$20.00	\$0.00	\$10.00	0.83	\$ -	\$ 18.30	0.000	30.000

* STUMPAGE VALUE = % RATING X RANGE DIFFERENCE + LOW RANGE VALUE

Town Manager Report

Select Board Committee Reports

Correspondence

**NOTICE OF PUBLIC HEARING
TOWN OF EXETER, NH**

The Exeter Select Board hereby gives notice of a public hearing pursuant to NH RSA 53-C: 3-a, on the proposed amendment to the cable television franchise agreement between the Town of Exeter, NH and Comcast of Maine/New Hampshire, Inc. on Monday, September 16, 2024 at 7:00 p.m., in the Exeter Town Offices, Nowak Room, 10 Front Street, Exeter, New Hampshire. The proposed amendment is available for review at the Town Clerk's Office, Town Office, 10 Front Street, Exeter, NH, during the hours the Town Clerk's Office is open.

Dated: August 20, 2024

Exeter Select Board
Niko Papakonstantis, Chair

FIRST AMENDMENT TO NOVEMBER 22, 2010
RENEWAL CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN THE TOWN OF EXETER, NEW HAMPSHIRE, AND
COMCAST OF MAINE/NEW HAMPSHIRE, INC.

WHEREAS, Comcast of Maine/New Hampshire, Inc. (hereinafter "Franchisee"), is the duly authorized holder of a Renewal Cable Television Franchise to operate a cable television system in the Town of Exeter, New Hampshire (hereinafter the "Town") pursuant to NH RSA 53-C, as amended, said Renewal Franchise having commenced on November 22, 2010;

WHEREAS, Franchisee and the Town wish to amend the Renewal Cable Television Franchise Agreement;

WHEREAS, Section 10.4 of the Renewal Cable Television Franchise Agreement authorizes amendment by written agreement following publication of the proposed amendment in a manner consistent with NH RSA Chapter 43;

WHEREAS, the Select Board of the Town of Exeter as Franchising Authority (hereinafter "Franchising Authority") is authorized to amend the Renewal Cable Television Franchise Agreement pursuant to RSA 53-C;

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that the Renewal Cable Television Franchise Agreement is hereby amended as follows:

FIRST: Section 2.2, TERM: is deleted and a new Section 2.2 is inserted therefore as follows:

SECTION 2.2 – TERM The term of this non-exclusive Renewal Franchise shall commence on November 22, 2010, and expire at midnight on November 21, 2034.

SECOND: Section 3.3, SUBSCRIBER NETWORK CABLE DROPS, is hereby deleted in its entirety, and a new Section 3.3 is substituted in its place, as follows:

SECTION 3.3 – GOVERNMENT CABLE DROPS TO THE CABLE SYSTEM

The parties agree that Franchisee will provide Basic Cable Service to the locations identified in Exhibit A and has the right in accordance with applicable law to deduct the value of those services from Franchise Fees. Franchisee will notify the Town if it intends to implement said offset and the value of those services at least sixty (60) days prior to doing so. Subject to the provisions herein the Franchisee shall provide, as directed in writing, by the Franchising Authority, (i) one cable drop connected to the Cable System within the Standard Installation requirements of Section 3.1(b), (ii) one Outlet, and (iii) the Basic Cable Service to all municipal and public school buildings which are listed in

Exhibit A hereto and are located along the Cable System Trunk and Distribution System. The obligation of Franchisee to provide Drops, Outlets and Basic Cable Service shall pertain throughout the life of this Renewal Franchise and shall apply specifically to municipal and public school buildings newly constructed or acquired subsequent to the commencement of this Renewal Franchise, which shall be wired within ninety (90) days of delivery of a written request from the Franchising Authority to Franchisee. The Franchisee shall consult with the Franchising Authority or its designee to determine the appropriate location of each Drop and Outlet prior to the installation of the service.

THIRD: Section 6.2 (b) (PEG ACCESS CHANNEL) is deleted, and a new Section 6.2 (b) is inserted as follows:

Section 6.2 (b) The Franchisee shall provide three (3) Access Channels, in standard definition (“SD”) format on the Effective Date, and one in high definition (“HD”) format, within eighteen (18) months of the First Amendment to the Franchise Agreement, executed on September 16, 2024. The Franchising Authority and/or its designee(s) shall be responsible for providing PEG Access Channel Signals in HD format, compatible to the Franchisee’s equipment, to the demarcation point at the designated point of origination for the HD PEG Access Channel, to coincide with the availability of the HD PEG Access Channel, within eighteen (18) months of the First Amendment to the Franchise Agreement, executed on September 16, 2024. The Franchisee shall distribute the HD PEG Access Channel Signal on its Cable System in HD format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

FOURTH: Section 7.8 MONITORING is hereby deleted in its entirety, and nothing is substituted in its place.

FIFTH: Section 7.9 POLLING is hereby deleted in its entirety, and nothing is substituted in its place.

SIXTH: Section 9.4(d) FRANCHISE FEES is hereby deleted in its entirety, and new Section 9.4(d) is substituted in its place as follows:

Section 9.4 (d). In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues. That said five percent (5%) cap shall include (i) non-exempt PEG contributions whether in-kind or cash payments; and (ii) the marginal cost to Franchisee to provide the in-kind cable drops and services as enumerated within Exhibit A.

SEVENTH: Exhibit A is hereby deleted in its entirety, and the following new Exhibit A is inserted in its place:

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

The following Schools and Public Buildings shall receive Drops and the monthly cable Service at no charge.¹

Municipal Buildings:

Town Parks and Recreation	32 Court Street
Exeter Library	1 Founders Park
Public Works Office	13 Newfields Road
Emergency Operations Center/Police and Fire Departments	20 Court Street
Town Offices	10 Front Street
Town Hall	Front Street

Public School Buildings:

Tuck Learning Campus	30 Linden Street
Seacoast School of Technology	40 Linden Street
Developmental Pre-School Program	13 School Street
Lincoln School	25 Lincoln Street
Main Street School	40 Main Street
Exeter High School	1 Blue Hawk Drive

[The remainder of this page intentionally left blank.]

¹ And, subject to Section 3.3 supra, any and all new municipal buildings and/or Town public schools that are constructed and/or put into use during the term of this Renewal Franchise.

In all other respects, the Renewal Cable Television Franchise Agreement is not amended and remains in full effect.

WITNESS OUR HANDS AND OFFICIAL SEAL, this 16th day of September, 2024.

FRANCHISING AUTHORITY:

SELECT BOARD, TOWN OF EXETER, NEW HAMPSHIRE

BY:

Russell Dean, Town Manager Duly Authorized

FRANCHISEE:

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

BY:

Carolyne Hannan
Regional Senior Vice President
New England Region



Town Manager's Office

AUG 29 2024

Received

Enbridge
M&N Operating Company
547 Lincoln Street
Richmond, ME 04357
207-737-8249

August 2024

RE: Vegetation Maintenance in the Pipeline Right-of-Way

Dear Resident/Property Owner,

As you are probably aware M&N Operating Company, LLC (M&NOC) is the operator of the 30-inch diameter high-pressure natural gas transmission line and associated facilities extending from Dracut, Massachusetts to Westbrook, Maine. The facilities are owned by Maritimes & Northeast Pipeline, L.L.C. M&NOC is responsible for daily operations and maintenance of these facilities. In accordance with the U.S. Department of Transportation requirements, M&NOC will be conducting vegetation maintenance within the pipeline right-of-way (and associated facilities such as anode bed easements) from Dracut, Massachusetts to Westbrook, Maine.

Vegetation maintenance consists of cutting brush and any trees (to approximately six inches in diameter) by hand and mechanical means. Residential and agricultural areas not overburdened by brush or trees will not be mowed; however, it may be necessary to cross these areas within the easement for continuous access. Areas previously used for temporary workspace will not be mowed. It is imperative that M&NOC's access to maintain and operate the pipeline is not blocked or impaired by objects or structures. Your cooperation in this regard is important and appreciated.

To help ensure the integrity of the pipeline, M&NOC utilizes aerial patrols to monitor construction and other activities on or near the pipeline easement. Vegetation maintenance ensures a well-defined aerial view of the right-of-way.

It is expected that this vegetation maintenance will commence in September 2024 and be completed by December 31, 2024. Prior to that, M&NOC personnel will be marking environmentally sensitive areas and locations to mow.

If you have any questions concerning the vegetation maintenance program, please contact me at lara.bailey@enbridge.com or 207-737-8249.

Sincerely,

Lara T. Bailey, SRWA, RW-NAC
Sr. Lands & Right of Way Advisor