

Select Board Meeting
Monday, February 22nd, 2021, 7:00 p.m.
Via Zoom

Virtual Meetings can be watched on Channel 22 and on Exeter TV's Facebook and YouTube pages.
To access the meeting, click this link: <https://exeternh.zoom.us/j/87876459963>
To access the meeting via telephone, call +1 646 558 8656 and enter Webinar 878 7645 9963
Please join the meeting with your full name if you want to speak.
Use the "Raise Hand" button to alert the Chair you wish to speak. On the phone, press *9.
More access instruction found here: <https://www.exeternh.gov/townmanager/virtual-town-meetings>
Contact us at extvg@exeternh.gov or 603-418-6425 with any technical issues.

AGENDA

1. Call Meeting to Order
2. Board Interviews
3. Public Comment
4. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: February 8, 2021
6. Appointments – Deputy Health Officer
7. Discussion/Action Items
 - a. Covid Update – Principal William Rawson, PEA; Chief Eric Wilking, Fire & Emergency Services; James Murray, Health Officer
 - b. Public Works & Planning - Solar Array at Public Works
 - c. Public Works – Great Bay Permit
 - d. Public Works – Drought Update
 - e. Public Works – Mr. Fox Composting
 - f. Health Department - Tattoo Ordinance
8. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Select Board Committee Reports
 - e. Correspondence
9. Review Board Calendar
10. Non-Public Session
11. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted: 2/19/21 Town Office, 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

Minutes
February 8, 2021

Select Board Meeting
Monday, February 8, 2021
6:45 PM
Remotely via Zoom
Draft Minutes

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Lovey Roundtree Oliff, Daryl Browne, and Niko Papakonstantis were present at this meeting. Town Manager Russ Dean was not present. The meeting was called to order by Mr. Papakonstantis at 6:45 PM.

Mr. Papakonstantis read a statement:

As Chair of the Select Board, I find that due to the State of Emergency declared by the Governor as a result of the COVID-19 pandemic and in accordance with the Governor's Emergency Order #12 this public body is authorized to meet electronically.

Public notice of this meeting was posted on the town website and on the bulletin board of the town offices at 10 Front Street. As provided in that public notice, the public may access the meeting online and via phone. The usual rules of conduct and decorum will apply.

Please note that all votes taken during this meeting shall be done by roll call vote. Let's start the meeting by taking a roll call attendance. When each member states their presence, please also state whether there is anyone in the room with you during this meeting and who that person is (son, daughter, spouse, etc...), which is required under the Right-to-Know law.

2. Board Interviews

- a. Mary-Paige Provost for the Arts and Culture Advisory Commission

3. Non Public Session

MOTION: Ms. Cowan moved that the Select Board meet in non-public session under RSA 91A-3II(c) and (l). Ms. Gilman seconded. By a roll call vote, all were in favor and the meeting went into non-public session at 6:52 PM.

The Board returned to public session at 8:10 PM.

MOTION: Mr. Browne moved to seal the minutes from the non-public session. Ms. Oliff seconded. By a roll call vote, all were in favor.

4. Public Comment

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

5. Proclamations/Recognitions

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

6. Approval of Minutes

a. Regular Meeting: January 19, 2021

Corrections: Mr. Papakonstantis said that on page 10, regarding Article 13 on the Public Safety study, "They couldn't do a feasibility study by September to have a discussion with the BRC this Fall" should instead read "*could* do a feasibility study".

MOTION: Ms. Oliff moved to approve the minutes as amended. Ms. Gilman seconded. By a roll call vote, all were in favor.

b. Regular Meeting: January 25, 2021

MOTION: Ms. Oliff moved to approve the minutes as presented. Ms. Gilman seconded. By a roll call vote, all were in favor.

7. Appointments

a. There were no appointments at this meeting.

8. Discussion/Action Items

a. Town Moderator Updates

Paul Scafidi, the Town Moderator, discussed the Deliberative Session, which took place February 6th. Things went smoothly, but only about 30 people attended. The March 9th election will be just like the election in November. They're opening absentee ballots on the Friday before election, to give them time to address any issues. Ms. Gilman clarified that they're just pre-processing them, and Mr. Scafidi said yes, they're only opening the outside envelope and ensuring the affidavit is signed.

b. Street Name Recommendation

Dave Sharples, the Town Planner, discussed the E911 Committee recommendation to name a private driveway at map and lot 70/12 "Reservoir Drive." The Planning Board approved a two lot subdivision between Thornton Street and Rocky Hill Road. This driveway is the lot access from Thornton Street, but in order to make it an address on Thornton Street, they would have had to renumber the whole street, as there are no numbers left. They decided to name the private driveway instead. The name was submitted by the applicant; it's not in the Kensington and Brentwood Street directories, and no Exeter Street name is confusingly similar. Ms. Gilman asked if they can require the road to be built to town standards. Mr. Sharples said no, it's proposed as a driveway. If it were used to access more than one lot, they would require that.

MOTION: Ms. Oliff moved to name the private driveway that will access one new home on 70/12 "Reservoir Drive." Ms. Gilman seconded. In a roll call vote, all were in favor.

c. Squamscott River Siphons Project Update - Public Works

Jennifer Perry, Matt Berube, and Paul Vlasich were present to discuss the progress on the Squamscott River Siphons project. Mr. Vlasich said the consultants have suggested four approaches: directional drilling, sliplining of the siphons, addressing forcemain options in the short term, or waiting to try for extra funding. Mr.

Papakonstantis asked about next steps, and Mr. Vlasich said they would be fine tuning the cost estimates for the options and having discussions about risk management for each. They should also come up with a contingency plan in case there is a failure in the siphon. They could have a preferred option in about a month and a half. Ms. Perry said the DES Shellfish program monitors water quality, and has not detected anything like a sewer break. It could be years before the siphons fail. Mr. Papakonstantis asked if they can get any financial relief from the State, and Ms. Perry said the cost estimates still need to be refined. There's not adequate money to do everything including remediation, a contingency plan, and developing long term capacity. They'll have to go back before the 2022 Town Meeting for a new number. However, they do have enough to do the contingency plan and some approach. She added that DES is aware of this issue; there's some infrastructure investment on the Federal level as well. Mr. Papakonstantis asked when they can expect an update, and Ms. Perry said they should plan for the end of March, but if they have information available sooner, they will present it in an earlier Select Board meeting.

d. COVID 19 Updates

- i. Chief Wilking said today was the best day for Covid rates in NH in a few months, with 121 new cases. Previously it was up to 1000. The numbers statewide, in Rockingham County, and in Exeter are trending in a more positive way. Decisions made by Exeter's Select Board and the Governor are contributing to those trends. Vaccinations are being given at the High School to 500 people a day, 7 days a week. The PPE supply is strong, and they're receiving orders placed in March or April of last year. Some items relating to the vaccine are in shorter supply. James Murray has been fielding many questions on the VAMS vaccine registration system, which citizens are frustrated with. People can call 211 for help. There were no cases of Covid in the FD since the holidays. All personnel are still tested twice a week. Deliberative Session went well, given the circumstances. Ms. Gilman asked about the switch to scheduling the second date at the first shot, and Chief Wilking said he thought it would be live today, but it wasn't; he expects it soon.
- ii. Mr. Murray confirmed that people are frustrated with the VAMS system, and he's trying to help as best he can. 211 has been fairly backlogged. He got a question today about outdoor dining this summer, so that's starting to be on the radar.
- iii. Greg Bisson and Melissa Roy from Parks and Rec said that with the summer coming, they may get permit applications for outdoor events on Swasey Parkway. Mr. Murray has been in contact with the Farmer's Market. The Select Board voted last fall to oversee all permitting, and they wanted to check in with that. Right now, they have zero applications. Ms. Cowan said Parks and Rec should develop event guidelines that follow State Covid protocols, which will be helpful as applications come in. Ms. Gilman said they have some similar guidelines from the Spring. Mr.

Bisson said they're frustrated with the State Task Force, which updates the guidelines without notifying anyone.

MOTION: Mr. Browne moved to allow Parks and Rec the authority to develop and execute recreational programming that follows the State Covid 19 guidelines after Exeter health officials approve the program. Ms. Gilman seconded. In a roll call vote, all were in favor.

Mr. Bisson said using guidelines they're anticipating will be approved, they have a safe alternative for summer adventure camp. Ms. Roy said last year, 367 participants were scheduled for the program; this year, their capacity is at about 220 kids. They're creating a lottery system for previous registrants. The teen program is on hold; this will be for grades 1 - 7 only. It's an 8 week program. There will be no aftercare, as groups of campers cannot comingle. They're having to raise the cost of the program substantially to support more staff, additional cleaning, and bringing in portapotties. The cost will be \$1200 per child for the 8 weeks. The pool will be open for campers. They will be using a check-in process with screening questions. Mr. Papakonstantis asked about Covid reimbursement. Ms. Roy said last year they got a grant, but she hasn't heard anything this year. They plan to do a payment plan to help families. It's about \$150 per week per child, compared to the Y in Exeter at \$220 per week, and other programs which are even more expensive.

9. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

Mr. Browne was not present for these votes.

MOTION: Ms. Gilman moved to approve a Veterans Credit 500 for 19/16/11 and 115/8. Ms. Oliff seconded. In a roll call vote, the motion passed 4-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption 115/8 \$236,251. Ms. Oliff seconded. Ms. Oliff seconded. In a roll call vote, the motion passed 4-0.

Ms. Gilman read the Solar Exemptions: 24/29, 63/247, 19/16/6, 98/13, 74/108, 98/39, 86/75, 65/148, 70/10, 81/70, 62/44, 29/24, and 70/37.

b. Permits & Approvals

i. There were no permits or approvals at this meeting.

c. Town Manager's Report

i. There was no Town Manager report, as Mr. Dean was not present.

d. Select Board Committee Reports

i. Ms. Oliff has a meeting this Friday of the Housing Advisory Committee

ii. Ms. Gilman had no meetings. Next week is Heritage and HDC. On Feb 24, the Heritage Commission will host a neighborhood meeting regarding the Park Street Neighborhood Heritage Area. This is a new tool from the

Division of Historical Resources to have a community get together in the preservation of their neighborhood without being a historic district.

- iii. Ms. Cowan had a Rec Advisory Committee meeting. They're working hard to offer a summer camp option. At the Planning Board, Brian Griset's project was scheduled but they pulled out.
- iv. Mr. Papakonstantis attended the Sustainability Advisory Committee meeting, where Jennifer Perry gave a presentation on the recycling program. Clamshell food containers are now recyclable again.
- v. Mr. Browne said that regarding the Police Stakeholders Committee, the survey is published on the town website. At the Facilities meeting, they discussed possible options from the Deliberative Session, but there was no outcome there.

e. Correspondence

- i. Two emails from Renay Allen: one as the Energy Committee chair announcing a student liaison to the committee; the other announcing that on Feb 19 at 7 PM, there will be a Zoom meeting to go over the Jude Hall Pocket Park proposal.
- ii. A thank you from the US Census 2020.

10. Review Board Calendar

- a. The next meetings are Feb 22, March 1, and March 15.

11. Non-Public Session

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

12. Adjournment

MOTION: Ms. Gilman moved to adjourn. Mr. Browne seconded. By a roll call vote, all were in favor and the meeting adjourned at 9:15 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

**Appointments
Deputy Health Officer**

HEALTH OFFICER AND/OR DEPUTY NOMINATION FORM



Application Information

Health Officer (HO) New Appointment Renewal
 Deputy Health Officer (DHO) New Appointment Renewal

Please complete the form as completely as possible, including cell phones and email. The information requested is required per New Hampshire State Law RSA 128 and ensures the ability of the New Hampshire Division of Public Health Services (DPHS) to communicate with Health and Deputy Health Officers during local or statewide emergencies.

If the health officer position is temporarily vacant, please identify one (1) person on the Board of Selectmen (BOS) to serve as the contact with DPHS. Please list that person's mobile phone number and email in case of health emergencies.

Per RSA 128 an appointment term is three years and Deputy Health Officer terms shall run concurrently with their Health Officers term.

<p>Town Information Town: <u>Exeter NH</u> Town Manager/Admin. Name: <u>Russ Dean</u> Email: <u>rdean@exeternh.gov</u></p>	<p>Board of Selectmen Information Mailing Address: <u>10 Front St</u> City/State/Zip: <u>Exeter NH 03833</u> Phone: <u>603-773-6100</u> Fax: _____ Email: <u>apapaKonstantis@exeternh.gov</u></p>
<p>Health Officer Information Name: _____ Municipal Mailing Address: _____ Home Mailing Address: _____ Preferred Mailing Address: Municipal <input type="checkbox"/> Home <input type="checkbox"/> Office Phone: _____ Cell Phone (required): _____ Email (required): _____ Fax Line: _____ Date of Birth: <u> / / </u> Town has performed a background check: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Deputy Health Officer Information (if applicable) Name: <u>JASON FRITZ</u> Municipal Mailing Address: <u>20 Court St</u> <u>EXETER, NH 03833</u> Home Mailing Address: _____ Preferred Mailing Address: Municipal <input checked="" type="checkbox"/> Home <input type="checkbox"/> Office Phone: <u>603-773-6133</u> Cell Phone (required): _____ Email (required): <u>jfritz@exeternh.gov</u> Fax Line: _____ Date of Birth: _____ Town has performed a background check: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>Primary Occupation (circle or bold) MD PA Nurse/NP Police Fire EMT/Paramedic Welfare Town Adm./Manager Code Enforcement/Building Inspector Board of Selectmen Health Officer/DHO Only Other _____ Town Position Type: (circle one) Full Time Part-time Per Diem Volunteer Signature of Health Officer: _____ Date: _____ Signature of Board of Selectmen: Print Name: _____ Signature: _____</p>	<p>Deputy Occupation - (circle or bold) MD PA Nurse/NP Police Fire EMT/Paramedic Welfare Town Adm./Manager Code Enforcement/Building Inspector Board of Selectmen Health Officer/DHO Only Other _____ Town Position Type: (circle one) Full Time Part-time Per Diem Volunteer Signature of Deputy: <u>J Fritz</u> Date: <u>2/16/21</u> Print Name: _____ Signature: _____</p>

YOU MAY RETURN FORM VIA Email, Post or Fax:

EMAIL: Sophia.Johnson@dohs.nh.gov

POSTAL SERVICE: Sophia Johnson, Health Officer Specialist,
 NH DHHS, Bureau of Public Health Protection, 29 Hazen Drive, Concord, NH 03301-6504 FAX: 603-271-8705 Phone: 603-271-3468

Do not write in this box — For State Office Use Only		
Appointment Date:	Expiration Date:	New/Renew

Last Revision Date: May 2020

TITLE X
PUBLIC HEALTH
CHAPTER 128
TOWN HEALTH OFFICERS

Section 128:1

128:1 Appointment. – The commissioner of the department of health and human services shall appoint as health officer for each town such person as the selectmen of the town recommend, and the commissioner of the department of health and human services shall issue to the health officer a certificate of appointment; but, if no recommendation is made within 15 days after notice, the commissioner may appoint a health officer without such recommendation.

Source. 1915, 27:1. PL 126:1. RL 148:1. RSA 128:1. 1995, 310:182, 183. 1997, 200:4, eff. Aug. 17, 1997.

Section 128:2

128:2 Residence. – Said health officer shall be a resident of the state. The commissioner of the department of health and human services may appoint any qualified person to act in unorganized localities.

Source. 1915, 27:1. PL 126:2. RL 148:2. 1947, 51:1. RSA 128:2. 1995, 310:182, eff. Nov. 1, 1995.

Section 128:3

128:3 Secretary of Local Board. – The health officer shall be the secretary and executive officer of, and, with the selectmen, shall constitute the local board of health for the town.

Source. 1915, 27:2, 3. PL 126:3. RL 148:3. RSA 128:3. 1997, 200:5, eff. Aug. 17, 1997.

Section 128:4

128:4 Term; Removal. – The health officer shall hold office for 3 years or until a successor is appointed. The commissioner of the department of health and human services may remove the health officer for cause at any time after notice and hearing, and may fill the vacancy in such office by appointment as provided in RSA 128:1.

Source. 1915, 27:3. PL 126:4. RL 148:4. RSA 128:4. 1995, 310:182. 1997, 200:6, eff. Aug. 17, 1997.

Section 128:5

128:5 Duties; Compensation. –

The town health officer:

I. Shall enforce the public health laws and rules.

II. Shall make such sanitary investigations as may be directed by the local board of health, or as may be required by the department of health and human services.

III. May, upon reasonable information, personal knowledge or belief, in order to safeguard public health or to prevent pollution of any aquifer or body of water, enter upon private property, but not into any living quarters, to investigate and, if necessary, take appropriate action to prevent further pollution.

IV. Shall receive for the health officer's services the compensation fixed by the selectmen or the town, except as otherwise provided.

V. May, if duly appointed to serve any New Hampshire town, serve temporarily at the request of the governing body of any other New Hampshire town and may perform any lawful duties within that other town. For those duties performed at the request of such town, all compensation, expenses and liability coverage shall be incumbent upon the requesting town. For the purposes of this paragraph, "temporarily" means 30 calendar days or fewer.

Source. 1915, 27:4. PL 126:5. RL 148:5. RSA 128:5. 1985, 401:38. 1995, 310:181. 1997, 200:7. 2012, 15:1, eff. June 22, 2012.

Section 128:5-a

128:5-a Entry Authorized for Investigation. –

- I. A health officer of a town or the health officer's agent shall not be guilty of criminal trespass pursuant to RSA 635:2 when conducting an investigation of sanitary conditions on private property without the consent of the owner, regardless of whether or not the property is designated a secured premises.
- II. The authority to enter private property without the consent of the owner for investigation of sanitary conditions does not include the right to enter into any living quarters situated on private property.

Source. 1985, 401:39. 1997, 200:8, eff. Aug. 17, 1997.

Section 128:5-b

128:5-b Deputy Health Officer. – When a health officer has been appointed under the provisions of RSA 128:1, such officer may, subject to the approval of the selectmen and the commissioner of the department of health and human services, appoint a deputy health officer or officers who shall be empowered to enforce public health laws and regulations and make such sanitation investigations as the health officer may direct or as may be required by the department of health and human services. The deputy health officer shall receive such compensation from the town as the selectmen of the town shall fix.

Source. 1997, 200:9, eff. Aug. 17, 1997.

Section 128:6

128:6 Officer for Several Towns. – Upon recommendation of the selectmen of each of several towns the commissioner of the department of health and human services may, in the commissioner's discretion, appoint any qualified person resident of the state as health officer for all of said towns, and such health officer shall receive such compensation from each town as the selectmen thereof or the town shall fix.

Source. 1931, 90:3. RL 148:6. 1947, 51:2. RSA 128:6. 1995, 310:182. 1997, 200:10, eff. Aug. 17, 1997.

Section 128:6-a

128:6-a Deputy Health Officer. – In case where a health officer has been appointed under the provisions of RSA 128:6 for several towns, such officer may, subject to the approval of the selectmen of the several towns and the commissioner of the department of health and human services, appoint a deputy health officer or officers who shall be empowered to enforce public health laws and regulations and make such sanitation investigations as said health officer may direct or as may be required by the department of health and human services. Said deputy health officer shall receive such compensation from each town as the selectmen thereof or the town shall fix.

Source. 1959, 184:1. 1995, 310:181, 182, eff. Nov. 1, 1995.

Section 128:7

128:7 Where Statute Inapplicable. – This chapter shall not apply to cities.

Source. 1915, 27:5. PL 126:6. RL 148:7.

Covid-19 Updates

Weekly FD Report Friday,
February 12, 2021
Melissa,

- Numerous EMS and Fire calls during the week, with nothing notable.
- Daily statewide COVID numbers have been dropping each day since mid-February. Small pockets have been identified at the UNH campus in Durham, and other state colleges and universities, resulting in higher numbers for the past couple days.
- This past week NH had 2,787 positive tests for a daily average of 398. There have been 34 COVID19 related deaths statewide recorded, with Rockingham County recording 14 deaths this past week. Exeter has seen 33 new positive tests since last Friday. Our running total since March, 2020 is now 651, with 25 cases considered active.
- Health Officer, James Murray and the Exeter Public Safety Dispatch center have received dozens of questions about the vaccination process, signing up, and how to schedule a 1st or 2nd vaccination. While we do what we can to help, I encourage everyone to have patience and contact the State of NH - 211 Call Center. We at the local level do not have any better login information than the person themselves, and are not able to schedule anyone for a vaccination. The VAMS program used by the State of NH, was developed by the CDC and only authorized NH DHHS personnel can help with updating information and/or scheduling future vaccinations.
- Beginning Sunday, February 28, the Exeter High School vaccination site will be open 6 days a week (Monday-Saturday) 8 hours each day (8am-4pm). Thousands of seacoast residents have been vaccinated at the site with approximately 500 people scheduled daily.
- Local Fire/EMS agencies such as Exeter, Epping, Portsmouth, and Dover fire continue to assist the National Guard with the vaccination process.
- We met Tuesday, February 16 with the Seacoast Region Public Health Network and in addition to the fixed site at the Exeter High School, we will be conducting mobile vaccination clinics at selected facilities in Exeter and surrounding communities with identified senior populations. We hope to begin these mobile clinics the week of March 1-5.

There has been an additional Town of Exeter employee diagnosed with COVID. James Murray has been working with the departments, and with the help of NH DHHS appropriate steps have been taken to test, provide contact tracing, and mitigate the spread of the virus. We will continue to monitor, and hope for a speedy recovery of those infected.

**Public Works & Planning Departments
Solar Array at Public Works Department**



TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date: February 18, 2021
To: Melissa Roy, Interim Town Manager
From: Dave Sharples, Town Planner
Re: Solar Array Purchase Offer

I am writing this memorandum in response to an offer the town received from Revolution Energy to purchase the existing solar array located at the DPW complex at 13 Newfields Road. The town received the offer in the attached letter dated December 11, 2020. Not having any expertise regarding solar arrays, the town contracted with Revision Energy to conduct an assessment on the array and provide the town with a recommendation regarding the offer. I have attached the assessment and the recommendation letter from Ned Raynolds at Revision Energy.

Jennifer Perry and I reviewed the assessment and the letter and agree with its findings and recommendations. As stated in the letter, Revolution Energy is offering us to purchase the array for \$65,000. This is \$10,000 lower than the price the town is obligated to purchase the array for in 2022. I have spoken with Mike Behrmann at Revolution and he has agreed to address the items listed in the assessment as a condition of purchase. As no funding was budgeted for the purchase in the 2021 proposed budget, we propose utilizing appropriations from sewer reserves.

Director Perry will attend the February 22, 2021 Select Board meeting to discuss this further with the Board. Mike Behrmann from Revolution Energy will also attend the meeting and be available to answer any questions. I have provided a motion for the Board's convenience in the event the Board decides to act on the request.

Motion: I move to authorize Town Manager to expend up to \$65,000 out of the appropriations from sewer reserves to purchase the solar array at the Department of Public Works facility with the condition that all items listed on Page 2 of 20 in the Revision Energy Maintenance Report dated 1/12/2021 (includes the broken module, wire connectors, two strings not making power and locks or tags on the AC meter) shall be addressed to the satisfaction of the DPW Director and the Town Manager prior to purchase.

Thank You.

Enclosures (3)



Revolution Energy, LLC

314 Rt. 108
Madbury, NH 03823
www.rev-en.com

REVOLUTION ENERGY

December 11th, 2020

Jennifer Royce Perry, P.E.,
Director
Exeter Public Works
13 Newfields Road
Exeter, NH 03833
(603) 773-6157

Re: Sale Offer to the Town of Exeter regarding of Exeter Wastewater Treatment Plant Solar Array

Dear Director Perry,

Revolution Energy, LLC, (Revolution) and its partners are pleased to offer for your consideration the purchase of the solar array located at 13 Newfields Road, Exeter, NH. As briefly discussed during our virtual meeting conversation on September 29th, 2020, Revolution would like to provide the Town of Exeter (the Town) with this offer and opportunity to purchase the solar array, and all of its beneficial attributes, prior to the ten (10) year completion date currently scheduled to take effect in 2023. As you are aware, Revolution Energy is currently under agreement with the Town through the use of a Power Purchase Agreement (PPA) previously executed between the parties on December 12th, 2011. The PPA specifies that Revolution will sell to and the Town will purchase all of the electricity generated by the solar array for electric consumption onsite. The arrangement entails Revolution having installed and continuing to own the solar array property located at the grounds of the wastewater treatment plant. The agreement is contracted for a total of 10 years from the point at which the project is commission and operational to deliver that electricity, which began in 2012 following the operational commissioning of the system.

As described in Section 9.6 of the PPA contract, the Town is expected to purchase the system at the end of the contract term. It is the point of this proposal to provide you with an alternative purchase approach to consider that would result in substantial savings as compared reaching the end of the agreement. Moreover, we are presenting this offer in contrast to the other purchase approach identified in section 9.3 and 9.4 of the PPA, which covers the hiring of an appraiser to assess the current fair market value of the system. We believe this provided proposal and offer as an approach provides the greatest savings opportunity for the Town and as such we are happy to carry out the suggested approach to realize those greater savings for the Town and its citizens.

After due and fair consideration by the partners of Revolution, we would be happy to offer the sale of the array to the Town earlier than the conclusion of the contract for the amount of \$65,000.00. The amount offered is based upon the final payment scheduled to occur at year 10 of the PPA and would result in turning over the system ownership to the Town upon execution of the sale. We are currently in year eight (8) and are willing to wave the payment amounts for years eight (8), nine (9),



Defining the Possibilities!

REVOLUTION ENERGY

and ten (10) to help facilitate greater savings to the Town and an early ownership transfer of the solar array to the Town.

The Table provided below identifies the avoid payments for the subsequent years, along with the avoid expense to purchase the system at the previously stated amount compared to the PPA payment for the purchase in the current year. This table can be found within Section 9.6(c)(iii) for comparative purposes.

Buyout Comparison:			
\$93,750.00	Contracted Year 8 Buyout per Section 9.6(c)(iii)		
\$65,000.00	Offered Buyout		
\$28,750.00	Offered Buyout Savings		

* Please see Addendum 1 for full savings analysis with the buyout savings and energy savings for the life of the solar panel warranty combined.

Please let us know if there might be a convenient time to speak further about this opportunity and we would be happy to set up a call or virtual meeting to address any question you might have at that time.

We look forward to hearing from you soon and wish you all the best.

Sincerely,



Michael Behrmann
Partner, Revolution Energy, LLC
mike@rev-en.com
508.395.5012



Addendum 1: Exeter Savings Spreadsheet

Exeter Savings Calculator							
Year	Generation (kWh)	Price kWh	Utility Rate	Savings Over Time		Rate in year 9	\$ 0.14
9	43,962	\$ 6,154.68	\$ 0.140	\$ 6,154.68			
10	43,742	\$ 6,246.38	\$ 0.143	\$ 12,401.06			
11	43,523	\$ 6,339.46	\$ 0.146	\$ 18,740.52			
12	43,306	\$ 6,433.91	\$ 0.149	\$ 25,174.43			
13	43,089	\$ 6,529.78	\$ 0.152	\$ 31,704.21			
14	42,874	\$ 6,627.07	\$ 0.155	\$ 38,331.29			
15	42,660	\$ 6,725.82	\$ 0.158	\$ 45,057.10		Buiyout Total Savings:	\$ 28,750
16	42,446	\$ 6,826.03	\$ 0.161	\$ 51,883.13		Simple Payback	5.5 years
17	42,234	\$ 6,927.74	\$ 0.164	\$ 58,810.87		(Reduced Purchase and Energy Savings):	
18	42,023	\$ 7,030.96	\$ 0.167	\$ 65,841.83			
19	41,813	\$ 7,135.72	\$ 0.171	\$ 72,977.56			
20	41,604	\$ 7,242.05	\$ 0.174	\$ 80,219.60			
21	41,396	\$ 7,349.95	\$ 0.178	\$ 87,569.55			
22	41,189	\$ 7,459.47	\$ 0.181	\$ 95,029.02			
23	40,983	\$ 7,570.61	\$ 0.185	\$ 102,599.63			
24	40,778	\$ 7,683.41	\$ 0.188	\$ 110,283.05			
25	40,574	\$ 7,797.90	\$ 0.192	\$ 118,080.95			
Totals:	718,194	118,080.95					

The table above includes the 0.5% annual panel degradation over time, an assumed utility price per kWh to compare what you would otherwise pay for the noted electrical generation, and an annual utility price increase of 2% over time. The total electrical savings over the next 16 years would be roughly \$118,080.95.





Mr. David Sharples
Town Planner
Town of Exeter
10 Front St.
Exeter, NH 03833

February 5, 2021

RE: Potential Town Purchase of Public Works Solar Array from Revolution Energy

Dear Mr. Sharples,

Per your request, I and my colleagues at ReVision Energy have reviewed all the information that you and Revolution Energy have shared with us, and we have also conducted a physical inspection of the solar array at your Public Works site, accompanied by Revolution Energy's electrician Dave Greenshields. Our observations, conclusions and recommendation are outlined below:

Contractual and Financial position of the Town with respect to the Array:

It is our understanding that the Town of Exeter entered into a contract with Revolution Energy in 2013 that was an early version of a now-common instrument in the solar industry now known as a Power Purchase Agreement. Under this contract, Revolution Energy provided all financial capital and technical expertise involved in constructing a solar array at the Public Works facility, which was interconnected to the meter for the main WWTP pump station, supplying solar energy whenever available directly to the facility ("behind the meter") in lieu of the Town purchasing electricity from the grid. Under the contract Revolution Energy has billed the Town annually, in arrears, for each year's electricity production, in this way recovering part of its costs for design & construction of the array. *The contract obligates the Town to purchase the array in 2022 for the agreed-upon sum of \$75,000*, but also prescribes the option for the Town to purchase the array sooner, for the contractual sums outlined in the table below:

Photovoltaic

<i>Alternative Purchase Price</i>		
Year 6	79.0%	\$185,156
Year 7	75.0%	\$175,781
Year 8	40.0%	\$93,750
Year 9	36.0%	\$84,375
Year 10	32.0%	\$75,000

Revolution Energy has offered the Town the opportunity to buy the array several years early, for a price that is \$10,000 below the contractual price that would apply in 2023 and . In addition, Revolution has indicated that it is willing to forego billing the Town for the



electricity produced by the array and used by the Town in 2020, which would amount to further savings of approximately \$5,500.

Physical condition of the array:

The array consisting of 208 Kyocera KD-240 Watt modules, arranged in 16 strings of 13 panels each, is in good condition with the following exceptions:

- 1) One module is broken, by what appears to have been a sharp impact of some sort, perhaps a result of a rock being thrown by a lawn mower.
- 2) Two strings are not functioning, because a couple of electrical connectors have burned out. This condition is depriving the array of >10% of its output.

The components used in original construction are of high quality and the array, if properly maintained over its expected life of 40 years, should perform as expected.

Electricity production and expected financial return of the array:

The most recent year's production reported by Revolution Energy (Calendar Year 2019) was 47,652 kWh. Based on the projected 2021 output by Revolution of 43,962 (in Addendum 1 to their Dec. 11, 2020 letter offering the Town the early buyout), we conclude that 2019 must have been a "good year" for solar production and/or that the damage to the system described above occurred in calendar year 2020.

The array's projected 2021 output of 43,962 kWh for the year, with the highest production in the months of June & July likely not exceeding 8,000 kWh. The array is connected to the largest meter at the Public Works site, the WWTP itself, which uses well over 100,000 kWh in every month of the year. This almost certainly means that whenever the solar array is producing electricity, that electricity is being immediately used behind the meter by the WWTP equipment. Thus no solar electricity is net-metered. This is good, in that BTM usage saves the Town of Exeter the full cost of kWhs purchased from the grid.

Current rates being paid by the Town for electricity supply (to Engie) and delivery (to Unitil) are as follows:

<i>From bill snapshot at right:</i>	
Energy (kWh)	\$0.07750
Delivery Charge	\$0.03697
Stranded cost charge	(\$0.00006)
System Benefits charge	\$0.00752
TOTAL	\$0.12193

METER NUMBER	METER READING PREVIOUS	METER READING PRESENT	METER CONSTANT	METERED USAGE	NUMBER OF DAYS	METERED DEMAND	RATE CODE	
158446	7028	7458	300.000	129000.00 kWh	30	292.50 kVA	G1	
158446								
BALANCE FORWARD							(\$0.30)	
ELECTRIC SERVICE								
PERIOD 11/18/20 - 12/18/20								
DELIVERY CHARGES COMMERCIAL								
CUSTOMER CHARGE								
			292.50 kVA	x	\$7.54		162.18	
			129000.00 kWh	x	\$0.03697		4,789.13	
			129000.00 kWh	x	(\$0.00006)		(7.74)	
TAXES & SURCHARGES								
			129000.00 kWh	x	\$0.00752		970.08	
SYSTEM BENEFITS CHARGE								
Total Current EL Charges								\$8,099.10
ELECTRIC SUPPLIER SERVICE								
PERIOD 11/18/20 - 12/18/20								
SUPPLIER CHARGES								
ENGIE								
			129000.00 kWh	x	\$0.07750		9,997.50	
Total Current SS Charges								\$9,997.50



Thus, projected output for 2021 of 43,962 kWh would save the Town a total of 43,962 x \$0.12193, or \$5,360.29 in avoided purchase of kWh from the grid. 1,000 kWh = 1 MWh, which earns 1 REC. The 43.962 RECs – if sold at net \$35/REC, would generate another \$1,538.67, for a total revenue stream = \$6,899. Accounting for the cost of an Operations & Maintenance (O&M) contract at \$750 would make net revenue = \$6,149. Annual Revenue Projections, assuming 2% annual increase in utility costs, accounting for 0.5% annual degradation in panel output (maximum under warrantee) and annual O&M cost are below:

Year of original contract	Calendar Year	kWh production	Value	Utility savings	RECs produced	REC value	REC Revenue	O&M cost	Total Revenue	Cumulative Revenue
								Initial Outlay (\$65,000 purchase price - \$5,500 foregone billing for 2020)		\$ (59,500)
9	2021	43,962	\$0.12193	\$ 5,360	44	\$ 35.00	\$ 1,539	\$ (750)	\$ 6,149	\$ (53,351)
10	2022	43,742	\$0.12437	\$ 5,440	44	\$ 35.00	\$ 1,531	\$ (765)	\$ 6,206	\$ (47,145)
11	2023	43,523	\$0.12686	\$ 5,521	44	\$ 35.00	\$ 1,523	\$ (780)	\$ 6,264	\$ (40,881)
12	2024	43,306	\$0.12939	\$ 5,603	43	\$ 35.00	\$ 1,516	\$ (796)	\$ 6,323	\$ (34,557)
13	2025	43,089	\$0.13198	\$ 5,687	43	\$ 35.00	\$ 1,508	\$ (812)	\$ 6,383	\$ (28,174)
14	2026	42,874	\$0.13462	\$ 5,772	43	\$ 35.00	\$ 1,501	\$ (828)	\$ 6,444	\$ (21,730)
15	2027	42,660	\$0.13731	\$ 5,858	43	\$ 35.00	\$ 1,493	\$ (845)	\$ 6,506	\$ (15,224)
16	2028	42,446	\$0.14006	\$ 5,945	42	\$ 35.00	\$ 1,486	\$ (862)	\$ 6,569	\$ (8,655)
17	2029	42,234	\$0.14286	\$ 6,034	42	\$ 35.00	\$ 1,478	\$ (879)	\$ 6,633	\$ (2,022)
18	2030	42,023	\$0.14572	\$ 6,123	42	\$ 35.00	\$ 1,471	\$ (896)	\$ 6,698	\$ 4,676
19	2031	41,813	\$0.14863	\$ 6,215	42	\$ 35.00	\$ 1,463	\$ (914)	\$ 6,764	\$ 11,440
20	2032	41,604	\$0.15160	\$ 6,307	42	\$ 35.00	\$ 1,456	\$ (933)	\$ 6,831	\$ 18,271
21	2033	41,396	\$0.15464	\$ 6,401	41	\$ 35.00	\$ 1,449	\$ (951)	\$ 6,899	\$ 25,170
22	2034	41,189	\$0.15773	\$ 6,497	41	\$ 35.00	\$ 1,442	\$ (970)	\$ 2,968	\$ 28,138
23	2035	40,983	\$0.16088	\$ 6,593	41	\$ 35.00	\$ 1,434	\$ (1,070)	\$ 6,958	\$ 35,096
24	2036	40,778	\$0.16410	\$ 6,692	41	\$ 35.00	\$ 1,427	\$ (1,091)	\$ 7,028	\$ 42,124
25	2037	40,574	\$0.16738	\$ 6,791	41	\$ 35.00	\$ 1,420	\$ (1,113)	\$ 7,099	\$ 49,223

Recommendations/Conclusions:

- 1) We recommend that the Town proceed with the purchase of the system from Revolution Energy, subject to two conditions;
 - a. Require the system be restored to 100% capacity and working order, i.e., replace the broken panel and repair the shorted-out string connections so that the system is transferred to the Town in fully operating capacity.
 - b. Require that Revolution Energy transfer to the Town, along with the system, a few spare panels matching those installed (Kyocera KD-240s) so that the Town can be prepared to easily/quickly replace any others that may be damaged or fail prematurely in the future (although warranty replacement should be pursued if within 25 years).
- 2) We recommend and are prepared to offer the Town of Exeter an annual Operations & Maintenance contract, which would keep the system operating optimally and extend the life of components as long as possible. The annual cost of that contract would be \$750.
- 3) The buyout price of \$65,000, along with foregone billing of ~\$5,500 for 2020 electricity sales, offered by Revolution for the system means that the effective ~\$59,500 outlay would take the Town just over nine years to recover, and after “breaking even” in early 2030,



REVISION ENERGY

would save the Town an additional \$49,223 over the remainder of the 25 year warrantee period on the panels.

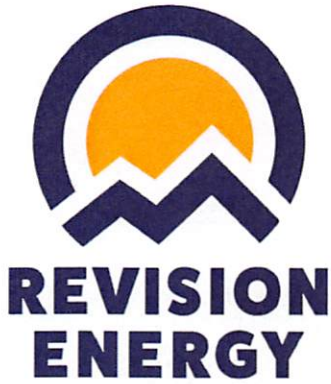
- 4) The system will require replacement of its 50 kW inverter sometime between years 15 and 20 of its life, at an estimated cost of \$4,000. (This is consistent with the expected life of inverters, which are usually warranted for 12 years). This is accounted for in the table above (pink highlight) and the figure cited in para. 2) above.
- 5) However, with its inverter replaced at some point between 2027-2032, and with good annual maintenance, the system can be expected to last through 2052 (40 years) or longer. Expected utility cost savings alone (even if RECs were no longer available) over the remaining life of the array would be another \$96,685 as shown in the continuation of the table below. The existence of the REC market could increase savings substantially, if the Town chose to continue to sell them.

26	2038	40,371	\$0.17073	\$ 6,893	40	\$ 35.00	\$ 1,413	\$ (1,135)	\$ 7,171	\$ 56,393
27	2039	40,169	\$0.17415	\$ 6,995	40	?	?	\$ (1,158)	\$ 5,838	\$ 62,231
28	2040	39,968	\$0.17763	\$ 7,100	40	?	?	\$ (1,181)	\$ 5,919	\$ 68,150
29	2041	39,768	\$0.18118	\$ 7,205	40	?	?	\$ (1,205)	\$ 6,001	\$ 74,150
30	2042	39,570	\$0.18481	\$ 7,313	40	?	?	\$ (1,229)	\$ 6,084	\$ 80,234
31	2043	39,372	\$0.18850	\$ 7,422	39	?	?	\$ (1,253)	\$ 6,168	\$ 86,403
32	2044	39,175	\$0.19227	\$ 7,532	39	?	?	\$ (1,278)	\$ 6,254	\$ 92,657
33	2045	38,979	\$0.19612	\$ 7,644	39	?	?	\$ (1,304)	\$ 6,341	\$ 98,997
34	2046	38,784	\$0.20004	\$ 7,758	39	?	?	\$ (1,330)	\$ 6,428	\$ 105,426
35	2047	38,590	\$0.20404	\$ 7,874	39	?	?	\$ (1,357)	\$ 6,517	\$ 111,943
36	2048	38,397	\$0.20812	\$ 7,991	38	?	?	\$ (1,384)	\$ 6,608	\$ 118,551
37	2049	38,205	\$0.21228	\$ 8,110	38	?	?	\$ (1,411)	\$ 6,699	\$ 125,250
38	2050	38,014	\$0.21653	\$ 8,231	38	?	?	\$ (1,440)	\$ 6,792	\$ 132,041
39	2051	37,824	\$0.22086	\$ 8,354	38	?	?	\$ (1,468)	\$ 6,885	\$ 138,927
40	2052	37,635	\$0.22528	\$ 8,478	38	?	?	\$ (1,498)	\$ 6,981	\$ 145,908
									Additional Revenue Years 26-40:	\$ 96,685

- 6) Revolution's offer to sell the system to the Town now, at a price \$10,000 below the price it is contractually obligated to pay for it in 3 years, and \$28,750 below the contractual buyout price for this year, appears to be a solid financial step for the Town. Direct ownership, sooner than originally planned, for a buyout cost less than the Town originally committed to, will increase the number of years that the Town ultimately benefits fully and directly from avoided utility purchases for the substantial electric load of the WWTP.

With sunny regards,

Ned Raynolds
Commercial Solar Consultant



Town of Exeter DPW

Preventive Maintenance
01/12/2021

Site Info

Site name	Town of Exeter DPW	Zip code	03833
Site Contact (name)	Dave Sharples	Asset Owner	Customer
Site Contact (phone)	603-773-6112	Sales Company	Sales Co: ReVision Energy
Site Contact (email)	dsharples@exeternh.gov	Work Company	Work Co: ReVision Energy
Street Address	13 Newfields Rd	Site Notes	Initial visit only- no thermal imagery, no torques, no shutdown
City	Exeter	Work Type	Preventive Maintenance
State	NH	Record ID	

System Info

System Size (kW-dc)	49.92	Inverter Model	PVP50KW
System Installation Type	Ground mount fixed	# of Inverters	1
Module Manufacturer	Kyocera	Racking Manufacturer	DPW, pole mount and ULA combined with unknown base
Module Model	KD240GX-LPB	DAS/SCADA System Manufacturer	PV Powered
Inverter Manufacturer	PV Powered		

Technician Info

Lead Technician	Chris Lee	Date	01/12/2021
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Safety

JHA

Have all parties onsite reviewed and signed a Jobsite Hazard Analysis?
Yes

Stretch and flex

Have all parties onsite performed a stretch and flex?
Yes

LOTO

Have all parties onsite reviewed the Lock Out-Tag Out procedure?
Yes

PPE

Do all parties onsite possess and know how to use the appropriate personal protective equipment (PPE), including any tools and arc flash gear, needed to perform the tasks?
Yes

Dispatcher Notifications

Have you notified all relevant parties (Sales Co. Monitoring agent, etc) that you're onsite and may turn off equipment today? Note the contact person in the comment.
Yes

Recommended Repairs and General Notes

Recommended Repairs and Additional notes

There is a broken module within the array. Likely damaged by a projectile as there is an impact location. This module will need to be replaced within a year or two. It is nearing failure from water intrusion but it hasn't failed yet.

Additionally there are two wire connectors which have thermal damage. One is completely disconnected and the other, nearly so.

Two strings are not making power from the array. More troubleshooting needed, but signs point to the connectors mentioned above.

I would also recommend putting locks or tags on the AC meter and both AC and DC disconnect switches as dangerous shock and arc flash / blast hazards are present to whomever would like to open the switch. cover.

1.0 Grounds, Access, Security

Site security: access point, locks, security system	Good
--	------

General grounds/roof condition: erosion, drainage, easements, debris	Good
---	------

Roof penetrations, damage, potential leaks, drains	N/A
---	-----

Roadways: check for damage, erosion, drainage	N/A
--	-----

Fencing: intact, post/footer condition, erosion, rust	N/A
--	-----

Vegetation: height, shading of array, need for mitigation	Good
--	------

Animals: pests/rodents, infestations, damage	Good
---	------

2.0 Inverters

Are inverters operational?	Yes
General condition: display screen operational, mounting intact, equipment clearance, animals/pests	Good
Signage and labeling: legible, firmly attached	Needs attention No safety warning labels as required by NEC.
Integrity of the enclosure: penetrations, supports, fittings, door hinges, interior/exterior clean and free of debris, no moisture or rust	Needs attention Significant rusting of enclosure below switches.
Clean out / vacuum enclosure area, take before/after pics	
Pads: level, intact, free of debris	Good
Thermal scan inside inverter, AC and DC connections	N/A
Signs of arcing, fuse failure, or overheating	N/A The inverter was locked so I could not check inside.
Termination tightness and torque marks	N/A
Grounding and bonding: ground straps, ground fault fuse intact	N/A

Conductors: routing and wire management, labeling/color coding, protected from damage	N/A
Filters, fans, heat sinks: check condition, clean/replace as necessary	N/A If this system has not been maintained regularly the vents and filters will likely need to be cleaned.
IV curve tracing	N/A
String testing (Voc and Imp)	Complete IMP ~3.7a
Inverter and meter power readings: verify output with monitoring system	Unable to complete Monitoring system offline
Insulation resistance testing	N/A
Any other manufacturer requirements from installation manual or warranty guideline (note in comments)	N/A
Other observations or notes regarding inverter condition	This inverter is likely nearing the end of its life. My estimates are within 5-7 years it will need to be replaced.
Confirm proper operation following PM; inverter output matches expected/calculated output	Complete Minus two strings worth of power (6240 watts) the system is operating as expected.

3.0 DC Components (discos, combiners, recombiners, etc.)

Signage and labeling: legible, firmly attached	Needs attention No labeling as required by the NEC
Mounting and Enclosure condition: secure, clean and free of debris/dirt/moisture/rust	Good I removed an old bees next from the disconnect. It is fairly clean now.
Equipment clearance	Good
Conduit penetrations, support, fittings	Good
IR thermal imaging, note thermal anomalies	N/A
Free of signs of arcing	Good

Grounding and bonding intact	Good
Termination tightness and torque marks	Good Torque is likely good for now. Annual check recommended.
Conductors: routing and wire management, labeling/color coding, protected from damage	Good The trough below the string combiner is very undersized. The conductor splices within will be difficult to service in the future.
Switches, fuses, disconnects: test to ensure proper function	Complete
IV curve tracing, if required	N/A
Confirm proper operation following PM	Good

4.0 AC Components (meters, discos, switch gear, transformers)

Signage and labeling: legible, firmly attached	Needs attention No labeling as required by the NEC	Grounding and bonding intact	Good
Mounting and Enclosure condition: secure, clean and free of debris/dirt/moisture	Good	Termination tightness and torque marks	Good No torque marks. Likely good given the age, but I did not de-energize to verify. Annual check recommended.
Equipment clearance	Good	Conductors: routing and wire management, labeling/color coding, protected from damage	Good
Conduit penetrations, support, fittings	Good	Switches, fuses, disconnects: test to ensure proper function	Complete I did not operate the main breaker nor verify the generator load shed switch was operational. I was informed this component is owned by the town.
IR thermal imaging; note thermal anomalies	N/A	Confirm proper operation following PM	Complete
Free of signs of arcing	Good		

5.0 Modules and Racking

Soiling, debris	Good	Condition of ballast blocks, slip sheets, wind deflector	N/A
Shading concerns: now or future	Good	Roof penetrations: sealed, intact, no ponding	N/A
Modules: damage, delamination, discoloring	Needs attention This module with broken glass will need to be replaced soon. There was another module with a damaged frame I forgot get a picture of. It is working fine, just slightly damaged.	Grounding and bonding intact: check continuity between module frames and racking	Good
Wire management: secured, drip loops, metal ties	Good	Torque: torque marks in place, properly tightened	Good
Backsheets: check for scratches, marks, burns	Good	Animals: pests/rodents, infestations, damage	Good
Leads, connectors, homeruns: damage, loose or failed connectors	Needs attention Two damaged MC4 connectors. These will need to be replaced.	Is this a tracking system?	No
Structural integrity: damage, rust, row shifting (frost heave, ground movement)	Good I am not sure how deep these footings are. This cracking was the old damage I could see from above. Overall the structure seems good. The rail shown has obviously been damaged by something it seems to still be structurally sound enough.		

6.0 Conduit, Raceways, BOS

Secured at proper intervals, fittings tight, gaskets intact	Needs attention Not secured at proper (NEC) intervals but good enough.
Expansion fittings functioning properly	Good
Grounded as required	Good

Signs of rusting, damage, degradation	Good
Signs of water intrusion	Good

7.0 DAS/SCADA and Weather Station

Signage and labeling: legible, firmly attached	Needs attention It was not clear which Cat 5 wire came from the inverter for data reporting. I was told it came into the box somewhere.
Mounting and Enclosure condition: secure, clean and free of debris/dirt/moisture	Good
Termination tightness and torque marks	N/A
Conductors: routing and wire management, labeling/color coding, protected from damage	Needs attention Label on the PV Data wire.
Pyranometer: reference cell in POA confirmed, properly secured to mounting surface, clean	N/A
Pyranometer calibrated to irradiance sensor	N/A

Cell temp sensor properly installed	N/A
Compare temp on back of module with monitoring system reading	N/A
Compare ambient temp with monitoring system reading	N/A
Anemometer: mounting intact, mounting secure, functioning	N/A
Fans in equipment and modem enclosure: turn freely, functional, free of obstruction/debris	N/A

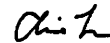
8.0 Storage

Site Checkout

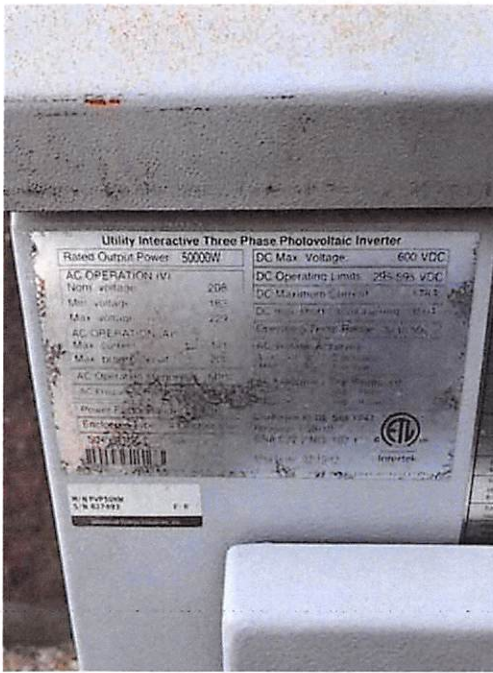
All equipment operational at end of visit?	Yes
Monitoring system operational at end of visit?	No
If no, why not?	Unsure

Is the site clean and fully secured as you depart?	Yes
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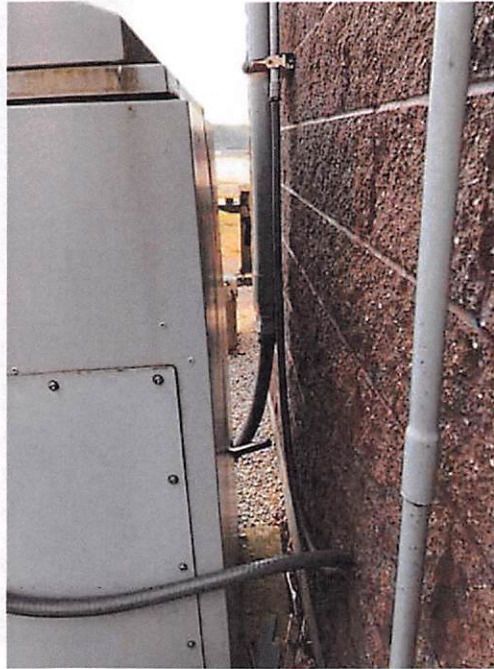
Lead Technician Signature



2.0 Inverters - Signage and labeling: legible, firmly attached



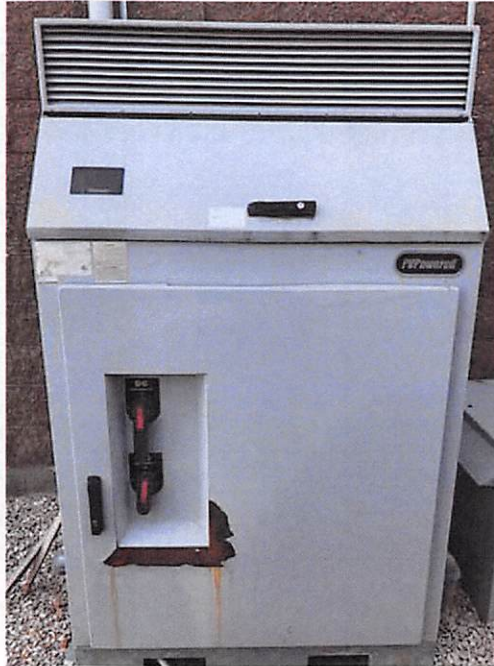
2.0 Inverters - Integrity of the enclosure: penetrations, supports, fittings, door hinges, interior/exterior clean and free of debris, no moisture or rust



2.0 Inverters - Integrity of the enclosure: penetrations, supports, fittings, door hinges, interior/exterior clean and free of debris, no moisture or rust



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3.0 DC Components (discos, combiners, recombiners, etc.) - General photos



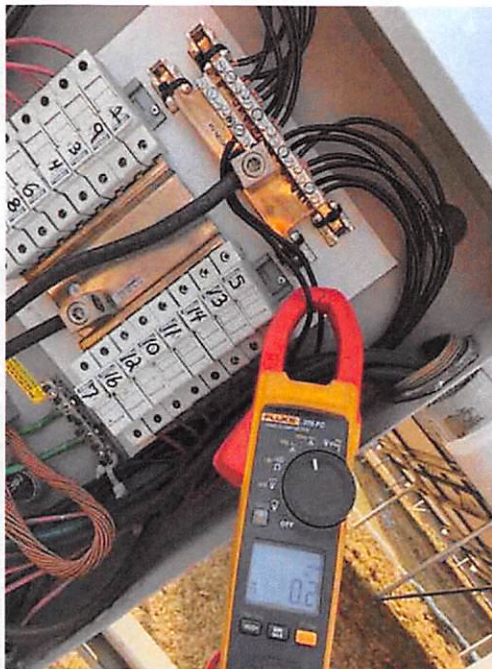
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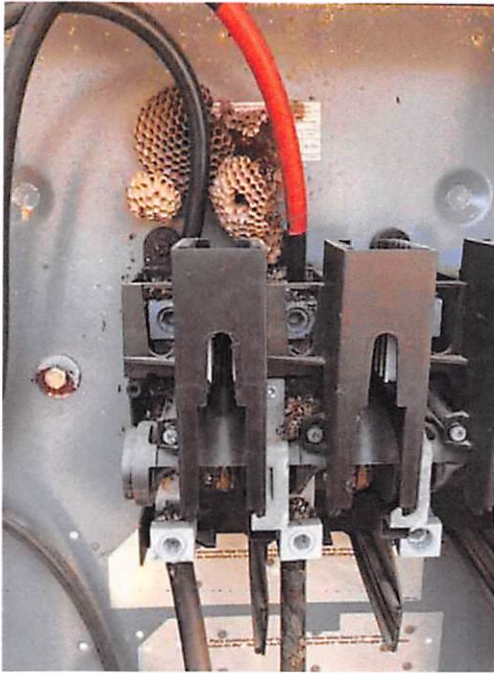
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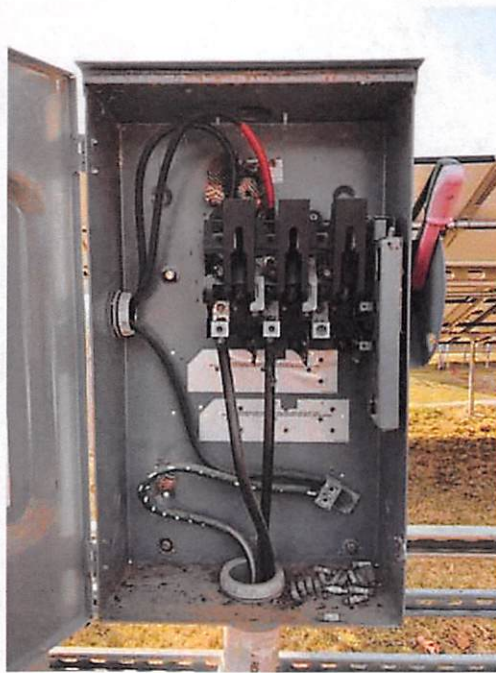
3.0 DC Components (discos, combiners, recombiners, etc.) - General photos



3.0 DC Components (discos, combiners, recombiners, etc.) - Mounting and Enclosure condition: secure, clean and free of debris/dirt/moisture/rust



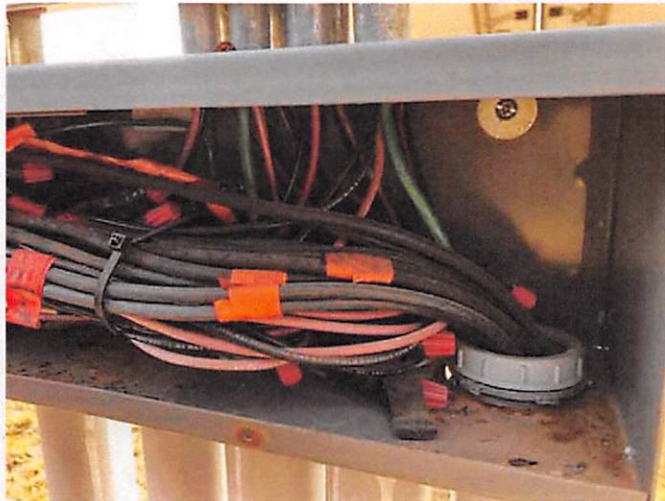
3.0 DC Components (discos, combiners, recombiners, etc.) - Mounting and Enclosure condition: secure, clean and free of debris/dirt/moisture/rust



3.0 DC Components (discos, combiners, recombiners, etc.) - Conductors: routing and wire management, labeling/color coding, protected from damage



3.0 DC Components (discos, combiners, recombiners, etc.) - Conductors: routing and wire management, labeling/color coding, protected from damage



3.0 DC Components (discos, combiners, recombiners, etc.) - Conductors: routing and wire management, labeling/color coding, protected from damage



4.0 AC Components (meters, discos, switch gear, transformers) - General photos



4.0 AC Components (meters, discos, switch gear, transformers) - General photos



4.0 AC Components (meters, discos, switch gear, transformers) - General photos



4.0 AC Components (meters, discos, switch gear, transformers) - Signage and labeling: legible, firmly attached



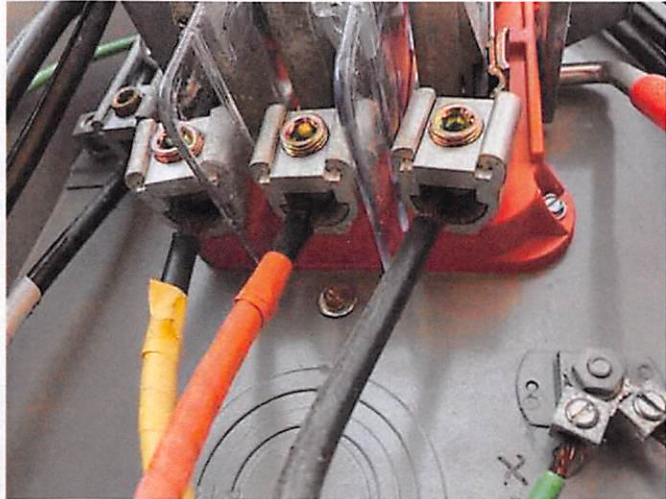
4.0 AC Components (meters, discos, switch gear, transformers) - Mounting and Enclosure condition: secure, clean and free of debris/dirt/moisture



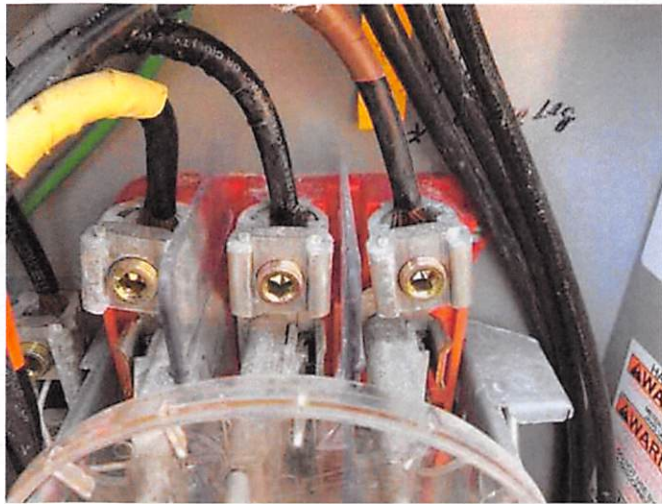
4.0 AC Components (meters, discos, switch gear, transformers) - Mounting and Enclosure condition: secure, clean and free of debris/dirt/moisture



4.0 AC Components (meters, discos, switch gear, transformers) - Termination tightness and torque marks



4.0 AC Components (meters, discos, switch gear, transformers) - Termination tightness and torque marks



5.0 Modules and Racking - General photos



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5.0 Modules and Racking - General photos



5.0 Modules and Racking - General photos



5.0 Modules and Racking - General photos



5.0 Modules and Racking - General photos



5.0 Modules and Racking - Modules: damage, delamination, discoloring



5.0 Modules and Racking - Modules: damage, delamination, discoloring



5.0 Modules and Racking - Modules: damage, delamination, discoloring



5.0 Modules and Racking - Wire management: secured, drip loops, metal ties



5.0 Modules and Racking - Wire management: secured, drip loops, metal ties



5.0 Modules and Racking - Wire management: secured, drip loops, metal ties



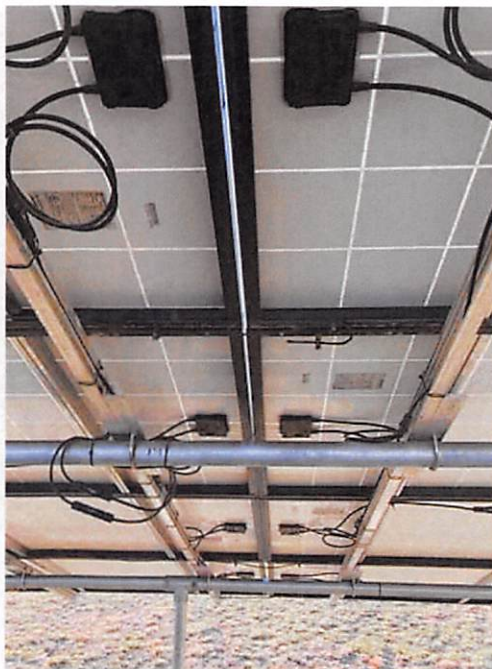
5.0 Modules and Racking - Wire management: secured, drip loops, metal ties



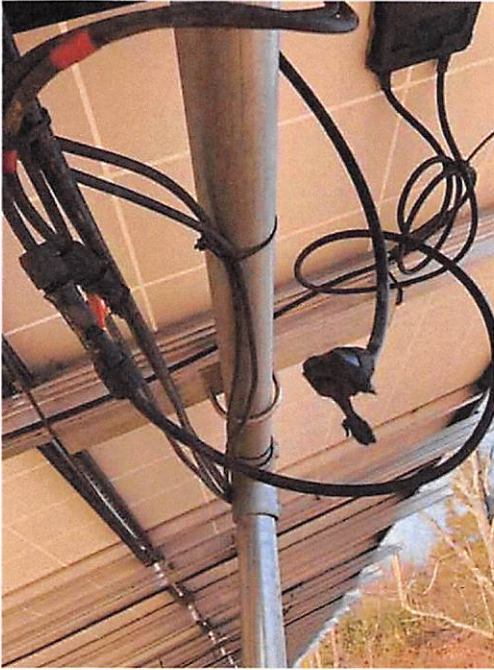
5.0 Modules and Racking - Wire management: secured, drip loops, metal ties



5.0 Modules and Racking - Wire management: secured, drip loops, metal ties



5.0 Modules and Racking - Leads, connectors, homeruns: damage, loose or failed connectors



5.0 Modules and Racking - Leads, connectors, homeruns: damage, loose or failed connectors



5.0 Modules and Racking - Structural integrity: damage, rust, row shifting (frost heave, ground movement)



5.0 Modules and Racking - Structural integrity: damage, rust, row shifting (frost heave, ground movement)



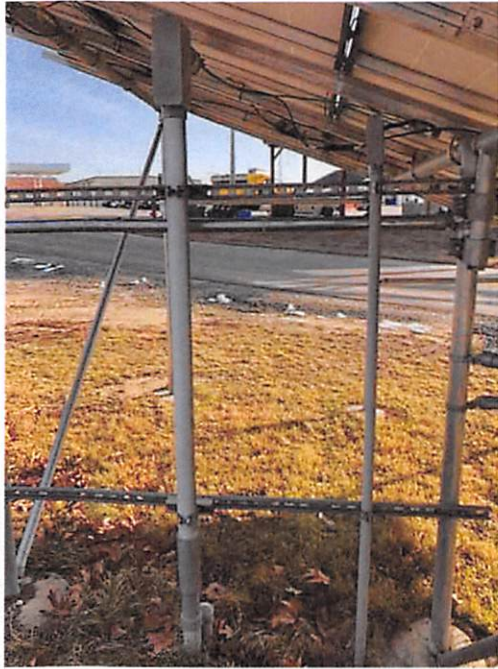
5.0 Modules and Racking - Structural integrity: damage, rust, row shifting (frost heave, ground movement)



6.0 Conduit, Raceways, BOS - General photos



6.0 Conduit, Raceways, BOS - General photos



6.0 Conduit, Raceways, BOS - General photos



6.0 Conduit, Raceways, BOS - General photos



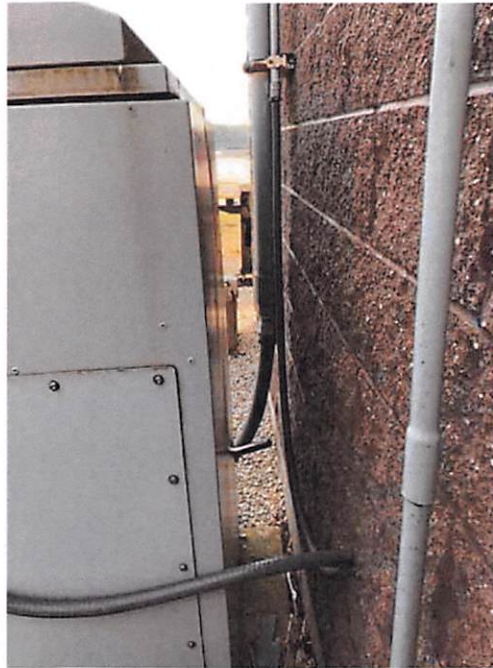
6.0 Conduit, Raceways, BOS - General photos



6.0 Conduit, Raceways, BOS - General photos



6.0 Conduit, Raceways, BOS - General photos



6.0 Conduit, Raceways, BOS - General photos



7.0 DAS/SCADA and Weather Station - General photos



**Public Works Department
Great Bay Permit**



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

MEMO

DATE: February 19, 2021

TO: Melissa Roy, Interim Town Manager
Exeter Select Board

FROM: Jennifer R. Perry, P.E., Public Works Director

RE: Great Bay Total Nitrogen General Permit

EPA Region I issued the Draft Great Bay Total Nitrogen General Permit on January 7, 2020, for 13 New Hampshire wastewater treatment facilities that discharge treated wastewater containing nitrogen within the Great Bay watershed. EPA accepted public comments through May 8, 2020. EPA received numerous and voluminous comments to the draft permit. They made substantial revisions in the final permit and issued the revised final permit on November 24, 2020. The final permit became effective on February 1, 2021 and the deadline for submitting the Notice of Intent (NOI) is April 1, 2021. For more detailed information, the final permit, response to comments, draft permit and fact sheet are available at <https://www.epa.gov/npdes-permits/great-bay-total-nitrogen-general-permit>

The 13 wastewater treatment facilities (WWTF) offered the Great Bay Total Nitrogen Permit are Exeter, Rochester, Portsmouth, Dover, Durham, Somersworth, Pease ITP, Newmarket, Epping, Newington, Rollinsford, Newfields, and Milton. This General Permit is structured to be opt-in, allowing the municipalities to choose whether to obtain coverage under the adaptive approach of the General Permit or to have nitrogen limits imposed by EPA through the renewal process of their individual permits. The discharge of all pollutants other than total nitrogen will continue to be covered under each WWTF's individual NPDES permit.

Public Works Department staff have reviewed this permit in consultation with legal counsel and technical experts. At this time it is our professional opinion that the Town should opt-in to the General Permit and submit the NOI prior to the April 1, 2021 deadline.

Additionally, the cities of Rochester, Portsmouth and Dover, in consultation with the 9 smaller communities, have developed an Inter Municipal Agreement (IMA) that would allow for the coordination and joint pursuit of tasks required by the General Permit. Similarly, there is an April 1, 2021 deadline to sign on to the IMA. The IMA and appendices are attached.

We appreciate the opportunity to discuss the Great Bay Total Nitrogen General Permit and IMA with the Select Board.

INTERMUNICIPAL AGREEMENT
FOR THE DEVELOPMENT OF AN ADAPTIVE WATER QUALITY MANAGEMENT
PLAN FOR THE GREAT BAY

The parties to this Intermunicipal Agreement are the City of Rochester, the City of Dover and the City of Portsmouth and those additional municipalities and towns that have executed this Agreement in accord with its provisions below.

WHEREAS, the U.S. Environmental Protection Agency Region I (“EPA”) issued the Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) on November 24, 2020 (the “General Permit”);

WHEREAS, municipalities and towns that own or operate any of 13 certain municipal wastewater treatment facilities covered by the General Permit may choose to Opt-In to the General Permit by April 2, 2021 and become permittees (the “Permittees”);

WHEREAS, the Cities of Rochester, Dover and Portsmouth operate wastewater treatment facilities in the Great Bay Estuary plan to Opt-In to the General Permit;

WHEREAS, the Cities of Rochester, Dover and Portsmouth are seeking to collaborate with each other, with other Permittees, with other communities in the watershed as well as with all involved regulators and stakeholders in an adaptive management framework addressing water quality and overall TN source reductions to the Great Bay estuary as described in Part 3 of the General Permit;

WHEREAS, the General Permit envisions the elements of an adaptive management framework for the Great Bay estuary as including (1) ambient water quality monitoring (2) pollution tracking (3) pollution reduction planning and implementation, and (4) review of significant scientific, methodological, and protective target nitrogen load issues of importance to the Permittees;

WHEREAS, the General Permit describes adaptive management implementation as including collaboration between Permittees and EPA, the State of New Hampshire through its Department of Environmental Services, (“NHDES”), and public, private, commercial, and other stakeholders including the Conservation Law Foundation (“CLF”);

WHEREAS, Permittees are required by the General Permit to submit a detailed proposal on or before July 31, 2021; and

WHEREAS, through this Intermunicipal Agreement, the Permittees seek to implement the Intermunicipal Plan For Adaptive Water Quality Management In the Great Bay Estuary dated December 14, 2020 (“Plan”) and included as Attachment 1.

WHEREAS, RSA 53-A:1 permits “...municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and

counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities”;

THEREFORE, pursuant to RSA 53-A:3, the Permittees enter into this Agreement for the purposes described above as follows:

I. DEFINITIONS

- A. “Contribution Formula” that mechanism for allocating costs among the Members who are Permittees.
- B. “Executive Board” that administrative and management body charged with the responsibilities described in paragraph V.
- C. “Member” that municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, that has indicated its intent to be a part of this Agreement by executing Attachment 2.
- D. “Recommended Annual Contribution for Monitoring” that amount recommended annually by the Executive Board and adopted by the Members for water quality monitoring and analysis.

II. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to implement the Plan to improve water quality in the Great Bay estuary and to take such other and further collaborative action which may be agreed upon to fulfill or assist Permittees’ compliance with the General Permit. No separate corporate entity is being created as this instrument is intended to assist with joint administrative and executive functions associated with implementation of the Plan and to generate and coordinate funding recommendations necessary to implement the Plan.

III. DURATION OF AGREEMENT

The term of this Agreement runs from March 1, 2021 to February 28, 2026. This Agreement may be renewed for an additional term to be determined by vote of the majority of the Members.

IV. MEMBERS

- A. Membership. The initiating Members to this Agreement are: the City of Rochester acting through its City Manager; the City of Dover acting through its City Manager and the City of Portsmouth acting through its City Manager. Additional Members may be added to this Agreement by

executing Attachment 2 and identifying the acting authority (such as Town Manager, Town Administrator, Sewer Commission) and providing an executed Attachment B to the Executive Board . Any municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, is eligible to be a Member.

The Members for purposes of this Agreement shall be called the Municipal Alliance for Adaptive Management.

- B. Organizational Meeting There will be an initial meeting of Members after the Opt-in date of April 2, 2021 but before April 30, 2021 to be set by the City Manager of the City of Rochester. The purpose of the meeting will be to have the Members vote on appointing up to two At-Large Members to the Executive Board and setting the recommended 2021 Contribution Goal. The Executive Board is further defined in Section V. Meetings are discussed further in Section VI.

V. EXECUTIVE BOARD

- A. Purpose and Authority of Executive Board. The Executive Board has the authority to enter into contracts on behalf of the Municipal Alliance for Adaptive Management in order to implement the Plan, to receive and manage funds by way of the fiscal agent (defined below), to approve bills and disbursements, to make funding recommendations and to circulate documents necessary in order to keep Members informed, to set the annual meeting of the members, to participate in discussions with stakeholders, and to conduct such other activities as the Executive Board deems necessary and proper to carry out the purposes of this Agreement. The Executive Board does not otherwise have authority to acquire or hold items of personal or real property.
- B. Officers. Beginning with its first meeting and then annually thereafter, the Executive Board shall elect a Chair, Vice Chair and a Clerk from the members of the Executive Board.
- C. Membership of Executive Board. The Executive Board shall be composed of three Standing Members consisting of the city managers of the City of Rochester, the City of Dover, and the City of Portsmouth. The Members may select up to two additional At-Large Members of the Executive Board from other communities.

At-Large Members of the Executive Board members shall be nominated at the Members' Organizational Meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term, the Members will elect/re-elect At-Large Executive Board members at the meeting in which an extension of the term of this

Agreement is made. At-Large Executive Board Members must be Permittees.

There are no term limits for Executive Board members. Executive Board members may appoint designees if that designee has decision-making authority.

In the event any vacancy occurs for At-Large Executive Board Members, the Executive Board shall within thirty (30) days of the vacancy call a meeting of the Members so that the Members may select a replacement.

In the event more than three Members are communities from Maine, those members from Maine may request that the Executive Board be expanded to include a Member from Maine, which request will be granted provided there is an agreement on a formula for contribution to the activities contemplated by this Agreement.

- D. No Personal Liability. Executive Board members and its officers shall not be personally liable for any debt, liability or obligation of the Municipal Alliance for Adaptive Management. All persons having any claim against the Municipal Alliance for Adaptive Management may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Municipal Alliance for Adaptive Management.

VI. MEETINGS

- A. Annual meetings of the Members. After the initial Organizational Meeting a meeting of the Members shall be held at least annually in the last quarter of each calendar year. At the Annual Meeting the Members shall vote on the Recommended Contribution for the following calendar year.

Annual meetings of the Members shall be subject to the requirements of public meetings as required by NH RSA 91-A. Members shall have the ability to participate telephonically and by video conference as may be permitted under NH RSA 91-A.

Each Member is afforded one vote in all matters that require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

- B. Executive Board Meetings. The Executive Board shall meet at least biannually or more frequently at the call of the Chair at such times and places that are mutually convenient. The meetings of the Executive Board are not public meetings as that term is defined by NH RSA 91-A.

Voting. If there are three Executive Board Members, a quorum is two (2) Members. If there are five or more Executive Board members a quorum is three Members. All votes will pass by simple majority.

Attendance. Attendance for purposes of quorum and voting may be by telephone or video conference. A record of the actions taken by the Executive Board shall be distributed to the Members within ten (10) calendar days of any meeting. Distribution may be by e-mail.

VII. WORK AND COST -SHARING

- A. Initial Water Quality Work. The Cities of Rochester, Dover and Portsmouth identified an initial scope of work necessary to initiate the adaptive management opportunity identified in Part 3 of the General Permit. Water quality specialists within the engineering firm of Brown and Caldwell were solicited to submit a proposal to complete the scope of work. Due to the time constraints imposed by the Permit and the schedule of other stakeholders including PREP to develop a water quality monitoring plan for the upcoming sampling season, the three cities entered into a memorandum of agreement to share equally the costs of the work described. The Memorandum of Agreement and the Scope of Work is set forth at Attachment 3. This paragraph is for informational purposes only and will not form a part of a request for financial contribution from other Members.
- B. Participation in Water Quality Monitoring, Data Gathering and Analysis. Members are expected to participate in the planning and cost of ambient water quality monitoring, data gathering and water quality analysis along with other stakeholders ("Annual Contribution for Monitoring"). The recommended formula for such cost sharing for Members who are Permittees is set forth in Attachment 4 ("Contribution Formula"). The Contribution Formula may be amended by a majority vote of the Members who are also Permittees.
- C. Recommended Annual Contribution for Monitoring. The Annual Contribution for Monitoring, in the aggregate for all Members, shall be no less than \$200,000 and no more than \$500,000. The Executive Board shall develop a Recommended Annual Contribution for Monitoring to be presented to the Members at the Members Annual Meeting in the fall of each calendar year. The Members who are also Permittees shall vote on and set the Recommended Annual Contribution for Monitoring. Members shall make good faith efforts to budget and appropriate the funds in accord with the Recommended Annual Contribution for Monitoring and Contribution Formula adopted at the Members Meeting.

- D. Other Work. The Executive Board may make such additional recommendations to the Members to finance other work consistent with the Plan. Such other work if voted upon by the Members shall be financed according to the Contribution Formula.
- E. Fiscal Agent. The Members agree that the City of Rochester ("City") will be the fiscal agent for Municipal Alliance for Adaptive Management, with the authority to collect, hold, invest, disperse and pay funds held on behalf of the Municipal Alliance for Adaptive Management at the direction of the Executive Board.
- F. Accounting for Funds. The Executive Board with assistance from the Fiscal Agent shall provide to the Members an annual accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.
- G. Funds upon Termination. Upon termination of this Agreement, no individual employee or member of the Executive Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of all the Members made in the year of distribution.

VIII POLLUTION TRACKING

The Executive Board anticipates making recommendations to Members to participate in certain pollutant tracking programs. Members agree to make good faith efforts to participate in such pollution tracking programs.

IX. TERMINATION

- A. Mutual Agreement. This Agreement may be terminated prior to the end of the term upon mutual agreement of the Members.
- B. Withdrawal of a Member at the Conclusion of the Term. A Member wishing to withdraw from the Agreement at the end of the term and not interested in renewal shall give written notice to the Executive Board at least three months before the expiration of the term. The Executive Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.
- C. Withdrawal of Member Prior to Expiration of Term. A Member wishing to withdraw from the Agreement before the end of the term shall be responsible for its share of any outstanding Recommended Annual Contribution for Monitoring for the year in which the terminating Member gives notice of termination. Notice of withdrawal shall be in writing from the Member to the Executive Board at least thirty (30) days prior to termination. The Executive Board will notify the other Members of any

Member's withdrawal through their authorized agents who have executed this Agreement.

- D. Appeal of General Permit. This Agreement is being entered into prior to the expiration of the period of appeal of the General Permit. In the event of any appeal of the General Permit, any Member may withdraw from this Agreement without penalty as described in paragraph C..

X. ISSUANCE OF BONDS

The Members do not intend to issue bonds jointly as permitted by RSA 53-A:6. Should the Members decided to do so at a later time, an amendment to this Agreement shall be undertaken to specify those items required by RSA 53-A:6, II.

XI. OTHER

- A. Amendment. This Agreement may be amended only by written Agreement signed by two-thirds of the Members.
- B. Authority. All Members undersigned represent and agree that they have the authority to enter into this Agreement.
- C. Notices. Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.
- D. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.
- F. Separate Document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Compliance with RSA 53-A:
- Pursuant to RSA 53-A:3 IV, this Agreement does not relieve any of the Members of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Executive Board. Performance may be offered in satisfaction of the obligation or responsibility.
 - Pursuant to RSA 53-A:3 V, this Agreement shall be submitted to the NH Attorney General who shall determine whether the

DRAFT INTERMUNICIPAL AGREEMENT January 26, 2021

agreement is in proper form and compatible with the laws of this state.

- Pursuant to RSA 53-A:4, this Agreement shall be filed with the clerk of each municipality and with the NH Secretary of State.
- Pursuant to 53-A:5, this Agreement shall be submitted to the NH Department of Revenue Administration as a condition precedent to its entry into force.

This Submission and approval shall be in addition to and not in substitution for the requirement of submission to and approval by the NH Attorney General.

Dated this _____ day of _____, 2021.

CITY OF ROCHESTER

By: _____
Blaine Cox, City Manager

Dated this _____ day of _____, 2021.

CITY OF DOVER

By: _____
J. Michael Joyal, Jr., City Manager

Dated this _____ day of _____, 2021.

CITY OF PORTSMOUTH

By: _____
Karen S. Conard, City Manager

Election to Join
Intermunicipal Agreement
for Development of an Adaptive Water Quality Management Plan
for Great Bay Estuary

City/Town: _____

Election Date: _____

The Acting Authority (City Manager, Town Administrator, Town Manager or Sewer Commissioner) for purposes of this Intermunicipal Agreement is identified below with contact information:

By signing below I, _____, in my capacity as _____, affirm that I am authorized to enter into this Agreement on behalf of the City/Town.

DRAFT - INTERMUNICIPAL AGREEMENT - COST ALLOCATION SHARE RANGES (Comparison)

FACILITY NAME	DESIGN FLOW	SHARE	Annual Cost Ranges	
			\$ 100,000.00	\$ 250,000.00
Large (> 2 MGD)				
Rochester	5.03	18.65%	\$ 18,652.43	\$ 46,631.07
Portsmouth	6.13	22.73%	\$ 22,731.49	\$ 56,828.72
Dover	4.70	17.43%	\$ 17,428.71	\$ 43,571.77
Exeter	3.00	11.12%	\$ 11,124.71	\$ 27,811.77
Durham	2.50	9.27%	\$ 9,270.59	\$ 23,176.47
Somersworth	2.40	8.90%	\$ 8,899.77	\$ 22,249.42
Subtotal	23.76	88.11%	\$ 88,107.69	\$ 220,269.22
Small (<2 MGD)				
Pease ITP	1.20	4.45%	\$ 4,449.88	\$ 11,124.71
Newmarket	0.85	3.15%	\$ 3,152.00	\$ 7,880.00
Epping	0.50	1.85%	\$ 1,854.12	\$ 4,635.29
Newington	0.29	1.08%	\$ 1,075.39	\$ 2,688.47
Rollinsford	0.15	0.56%	\$ 556.24	\$ 1,390.59
Newfields	0.12	0.43%	\$ 433.86	\$ 1,084.66
Milton	0.10	0.37%	\$ 370.82	\$ 927.06
Subtotal	3.21	11.89%	\$ 11,892.31	\$ 29,730.78
TOTAL DESIGN FLOW	26.97	100.00%		
FACILITY NAME	Total Permit Nitrogen Load	SHARE	Annual Cost Ranges	
			\$ 100,000.00	\$ 250,000.00
Large (> 2 MGD)				
Rochester	198.00	18.17%	\$ 18,165.14	\$ 45,412.84
Portsmouth	248.00	22.75%	\$ 22,752.29	\$ 56,880.73
Dover	167.00	15.32%	\$ 15,321.10	\$ 38,302.75
Exeter	106.00	9.72%	\$ 9,724.77	\$ 24,311.93
Durham	59.00	5.41%	\$ 5,412.84	\$ 13,532.11
Somersworth	92.00	8.44%	\$ 8,440.37	\$ 21,100.92
Subtotal	870.00	79.82%	\$ 79,816.51	\$ 199,541.28
Small (<2 MGD)				
Pease ITP	93.00	8.53%	\$ 8,532.11	\$ 21,330.28
Newmarket	30.00	2.75%	\$ 2,752.29	\$ 6,880.73
Epping	43.00	3.94%	\$ 3,944.95	\$ 9,862.39
Newington	15.00	1.38%	\$ 1,376.15	\$ 3,440.37
Rollinsford	12.00	1.10%	\$ 1,100.92	\$ 2,752.29
Newfields	16.00	1.47%	\$ 1,467.89	\$ 3,669.72
Milton	11.00	1.01%	\$ 1,009.17	\$ 2,522.94

\$500,000.00

\$ 93,262.14

\$ 113,657.43

\$ 87,143.55

\$ 55,623.54

\$ 46,352.95

\$ 44,498.83

\$440,538.44

\$ 22,249.42

\$ 15,760.00

\$ 9,270.59

\$ 5,376.94

\$ 2,781.18

\$ 2,169.32

\$ 1,854.12

\$ 59,461.56

\$500,000.00

\$ 90,825.69

\$ 113,761.47

\$ 76,605.50

\$ 48,623.85

\$ 27,064.22

\$ 42,201.83

\$399,082.57

\$ 42,660.55

\$ 13,761.47

\$ 19,724.77

\$ 6,880.73

\$ 5,504.59

\$ 7,339.45

\$ 5,045.87

Subtotal	220.00	20.18%	\$ 20,183.49	\$ 50,458.72
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TOTAL Permit Load	1,090.00	100.00%		
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Percentage Contribution Comparison

Large (> 2 MGD)	<u>Design Flow</u>	<u>Permit N Load</u>
Rochester	18.65%	18.17%
Portsmouth	22.73%	22.75%
Dover	17.43%	15.32%
Exeter	11.12%	9.72%
Durham	9.27%	5.41%
Somersworth	8.90%	8.44%
Subtotal	88.11%	79.82%

Small (<2 MGD)		
Pease ITP	4.45%	8.53%
Newmarket	3.15%	2.75%
Epping	1.85%	3.94%
Newington	1.08%	1.38%
Rollinsford	0.56%	1.10%
Newfields	0.43%	1.47%
Milton	0.37%	1.01%
Subtotal	11.89%	20.18%

Total	100.00%	100.00%
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DRAFT DESIGN FLOW BASED COST ALLOCATION						
FACILITY NAME	DESIGN FLOW	SHARE	Annual Cost Range			
			\$ 100,000.00	\$ 250,000.00	\$ 500,000.00	
Large (> 2 MGD)						
Rochester	5.03	18.65%	\$ 18,652.43	\$ 46,631.07	\$ 93,262.14	
Portsmouth	6.13	22.73%	\$ 22,731.49	\$ 56,828.72	\$ 113,657.43	
Dover	4.70	17.43%	\$ 17,428.71	\$ 43,571.77	\$ 87,143.55	
Exeter	3.00	11.12%	\$ 11,124.71	\$ 27,811.77	\$ 55,623.54	
Durham	2.50	9.27%	\$ 9,270.59	\$ 23,176.47	\$ 46,352.95	
Somersworth	2.40	8.90%	\$ 8,899.77	\$ 22,249.42	\$ 44,498.83	
Subtotal	23.76	88.11%	\$ 88,107.69	\$ 220,269.22	\$ 440,538.44	
Small (<2 MGD)						
Pease ITP	1.20	4.45%	\$ 4,449.88	\$ 11,124.71	\$ 22,249.42	
Newmarket	0.85	3.15%	\$ 3,152.00	\$ 7,880.00	\$ 15,760.00	
Epping	0.50	1.85%	\$ 1,854.12	\$ 4,635.29	\$ 9,270.59	
Newington	0.29	1.08%	\$ 1,075.39	\$ 2,688.47	\$ 5,376.94	
Rollinsford	0.15	0.56%	\$ 556.24	\$ 1,390.59	\$ 2,781.18	
Newfields	0.12	0.43%	\$ 433.86	\$ 1,084.66	\$ 2,169.32	
Milton	0.10	0.37%	\$ 370.82	\$ 927.06	\$ 1,854.12	
Subtotal	3.21	11.89%	\$ 11,892.31	\$ 29,730.78	\$ 59,461.56	
TOTAL DESIGN FLOW	26.97	100.00%				

DRAFT PERMIT NITROGEN LOAD BASED COST ALLOCATION						
FACILITY NAME	Total Permit Nitrogen Load	SHARE	Annual Cost Range			
			\$ 100,000.00	\$ 250,000.00	\$ 500,000.00	
Large (> 2 MGD)						
Rochester	198.00	18.17%	\$ 18,165.14	\$ 45,412.84	\$ 90,825.69	
Portsmouth	248.00	22.75%	\$ 22,752.29	\$ 56,880.73	\$ 113,761.47	
Dover	167.00	15.32%	\$ 15,321.10	\$ 38,302.75	\$ 76,605.50	
Exeter	106.00	9.72%	\$ 9,724.77	\$ 24,311.93	\$ 48,623.85	
Durham	59.00	5.41%	\$ 5,412.84	\$ 13,532.11	\$ 27,064.22	
Somersworth	92.00	8.44%	\$ 8,440.37	\$ 21,100.92	\$ 42,201.83	
Subtotal	870.00	79.82%	\$ 79,816.51	\$ 199,541.28	\$ 399,082.57	
Small (<2 MGD)						
Pease ITP	93.00	8.53%	\$ 8,532.11	\$ 21,330.28	\$ 42,660.55	
Newmarket	30.00	2.75%	\$ 2,752.29	\$ 6,880.73	\$ 13,761.47	
Epping	43.00	3.94%	\$ 3,944.95	\$ 9,862.39	\$ 19,724.77	
Newington	15.00	1.38%	\$ 1,376.15	\$ 3,440.37	\$ 6,880.73	
Rollinsford*	12.00	1.10%	\$ 1,100.92	\$ 2,752.29	\$ 5,504.59	
Newfields	16.00	1.47%	\$ 1,467.89	\$ 3,669.72	\$ 7,339.45	
Milton*	11.00	1.01%	\$ 1,009.17	\$ 2,522.94	\$ 5,045.87	
Subtotal	220.00	20.18%	\$ 20,183.49	\$ 50,458.72	\$ 100,917.43	
TOTAL Permit N Load	1,090.00	100.00%				

*Permit requires Rollinsford & Milton to monitor & report only for 1st 24 month (14 growing season months).
These values are calculated from the January 2020 Draft Permit.

**Public Works Department
Draught Update**



EXETER PUBLIC WORKS DEPARTMENT

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

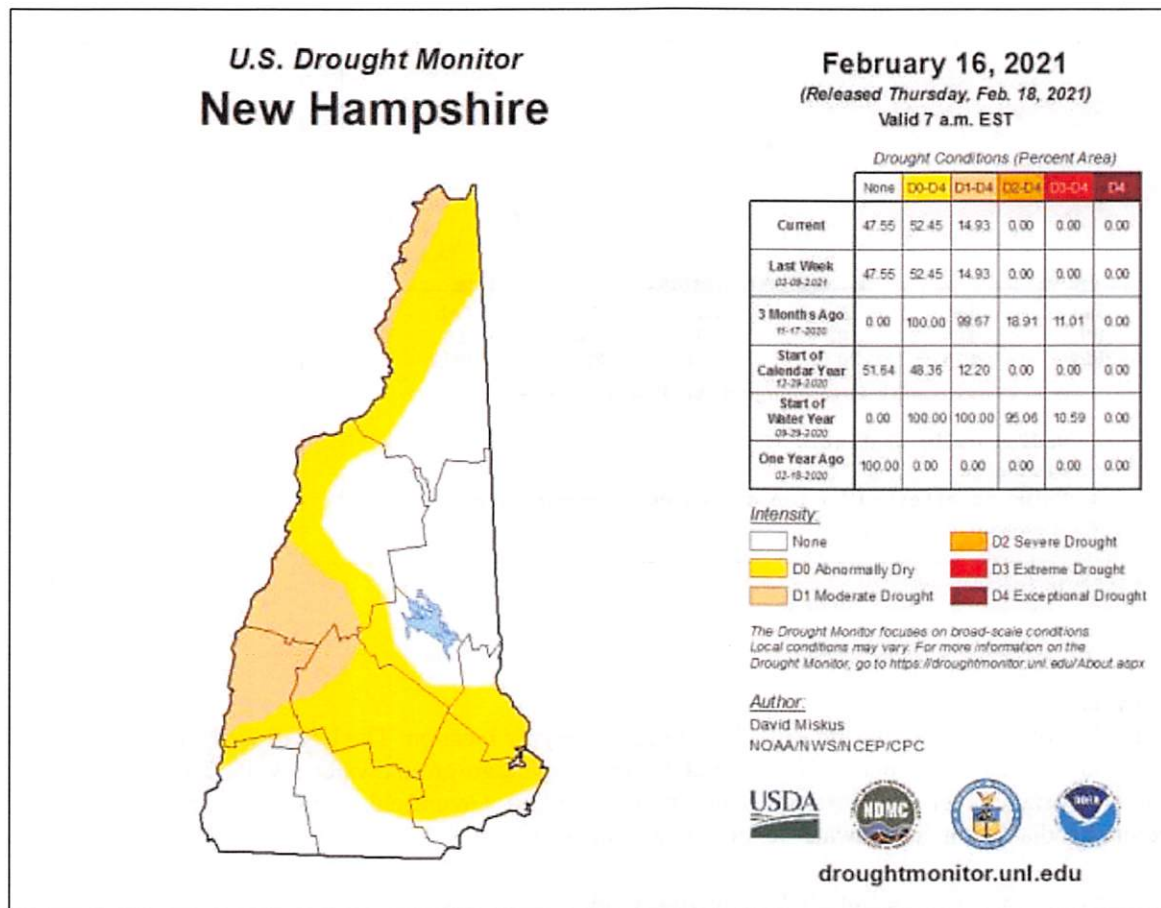
www.exeternh.gov

MEMO

DATE: February 19, 2021
 TO: Melissa Roy, Interim Town Manager
 Exeter Select Board
 FROM: Jennifer R. Perry, P.E., Public Works Director
 RE: Water Resources Status Update & Recommended Water Use Restrictions

New Hampshire Drought Conditions

The U.S. Drought Monitor dated February 16, 2021, indicates drought conditions throughout the Town of Exeter and the upper reaches of the Exeter River watershed continue to be **abnormally dry** (D0). The Exeter Select Board reduced outdoor watering restrictions to Level 2 on January 4, 2021, which allows landscape watering every other day and does not restrict other outdoor water uses. The Public Works Department recommends continuing the Level 2 restrictions.



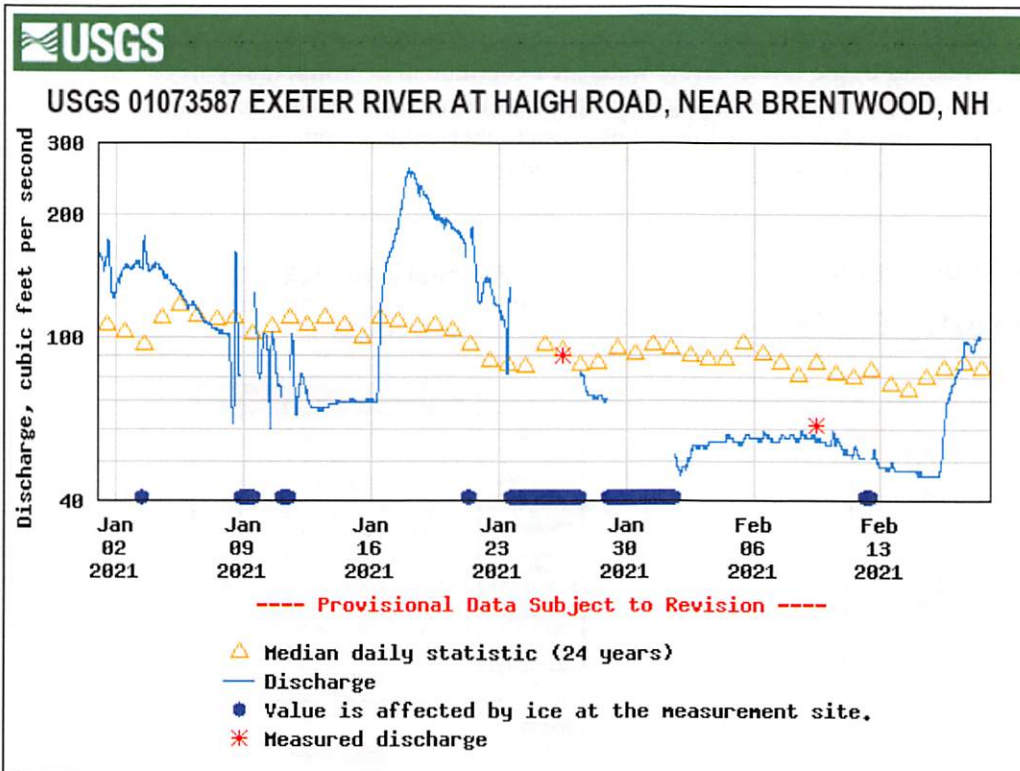
The U.S. Drought Monitor is jointly produced by National Drought Mitigation Center at University of Nebraska-Lincoln, U.S. Department of Agriculture, and National Oceanic and Atmospheric Administration. Map courtesy of NDMC.

<https://droughtmonitor.unl.edu/CurrentMap/StateDroughtMonitor.aspx?NH>

River Flow

Several significant rain events have occurred this year and increased flows in the Exeter River. The USGS stream flow gauge on the Exeter River at Haigh Road in Brentwood (drainage area 63.5 square miles) indicates current instantaneous discharge is 101 cubic feet per second (cfs) (at 10:15 am on 2/18/2021) which is below the mean. The minimum flow on this date was 37.8 cfs in 2002 and the maximum was 567 cfs in 2008. The water supply intake for the Town of Exeter is located several miles downstream, with a contributing watershed of 107 square miles. The flow rates at the intake location are estimated to be 1.69 times higher than at Haigh Road, or approximately 171 cfs (110 MGD).

Exeter River flow rates are **below normal** for this time of year.



<https://waterdata.usgs.gov/usa/nwis/uv?01073587>

Groundwater Levels

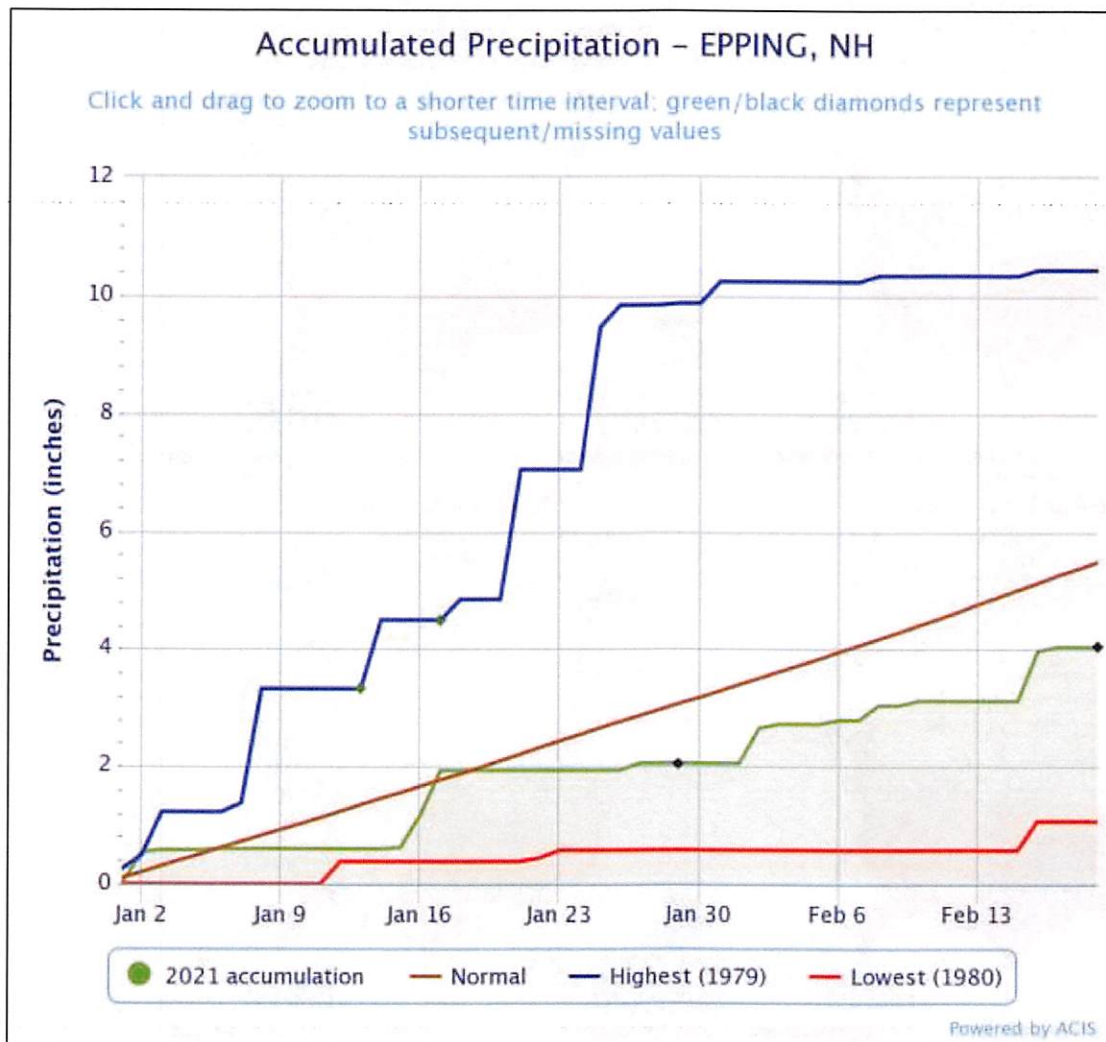
Groundwater levels for long-term monitoring wells in the region vary by location. The USGS wells in Epping, Concord and Nashua are experiencing normal to above average groundwater levels. The exceptions are below average levels in Deerfield (overburden), Franklin, Greenfield, and Ossipee, all of which had experienced a rise in groundwater levels since December.

Current groundwater levels are ranging from **below normal to above average**.

Precipitation

Several significant precipitation events occurred in January and February. However, total precipitation received since January 1 through February 18 is 4.04 inches which is 1.44 inches below the mean of 5.48 inches (Source: National Weather Service NOWData for Epping, NH). Total annual precipitation averages 48.11 inches for this site (55 years of record).

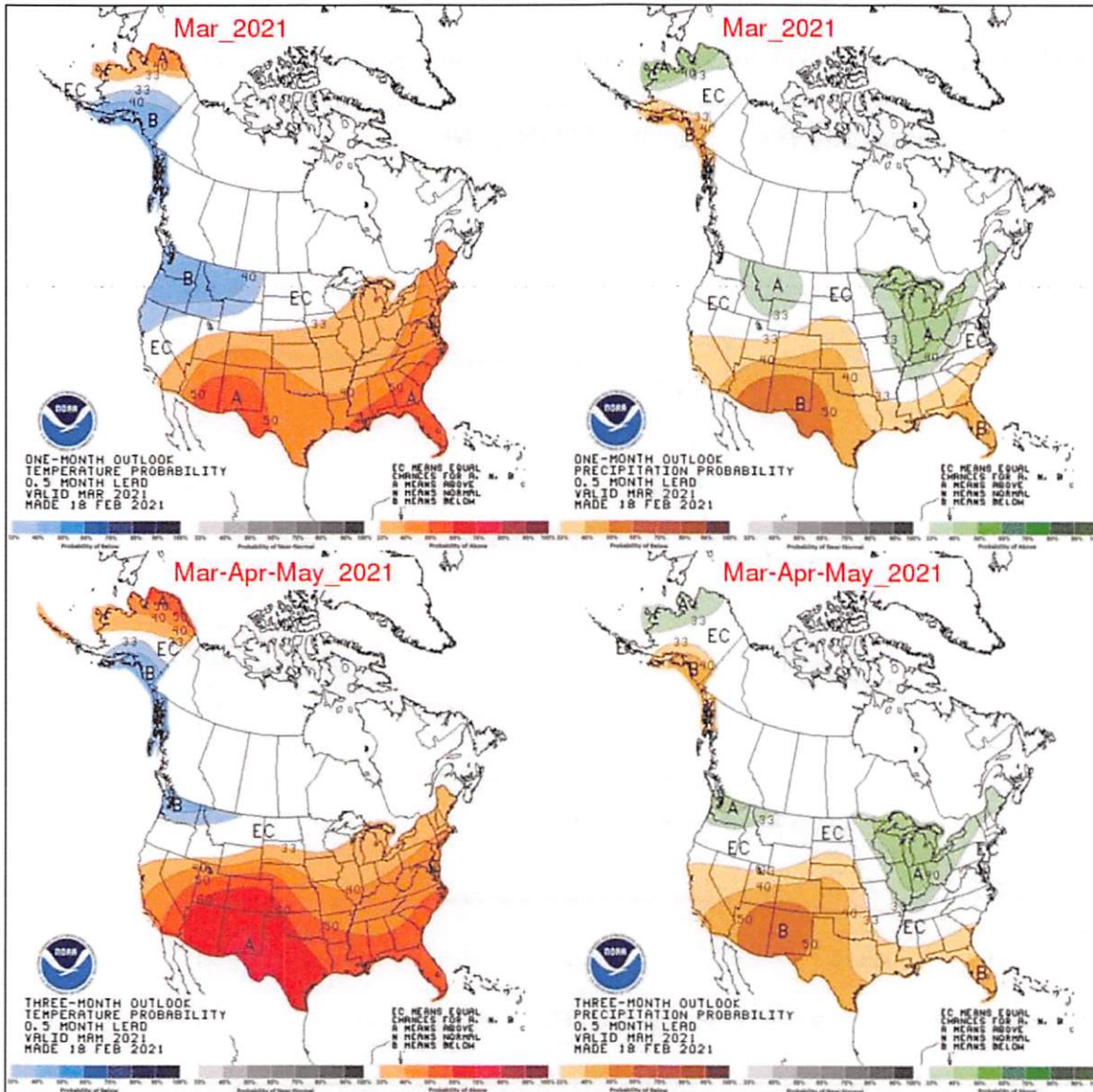
There is a **1.44 inch precipitation deficit** for the year; precipitation is **below normal** for the year.



NOAA/National Weather Service, Gray/Portland Office. NOWData for Epping, NH.

Temperature and Precipitation Forecast

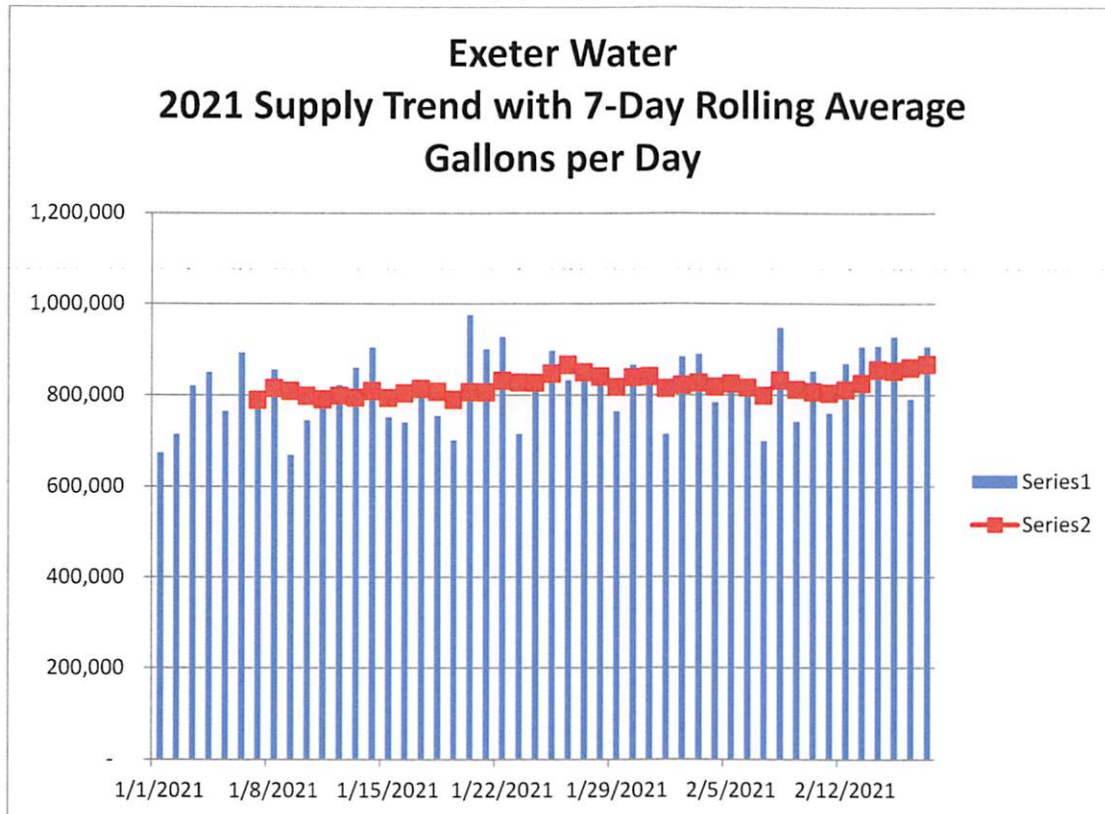
March and the 3 month outlook (March, April, May) **temperatures** are predicted to continue to be **above normal**. March precipitation and the three month outlook (March, April, May) indicates equal chances for above, normal or below normal precipitation for the New England region.



http://www.cpc.ncep.noaa.gov/products/predictions/multi_season/13_seasonal_outlooks/color/churchill.php
https://www.cpc.ncep.noaa.gov/products/predictions/multi_season/13_seasonal_outlooks/color/page2.gif

Exeter Water Supply

Water usage or demand in the Exeter public water system to date in 2021 is representative of non-summer non-irrigated flows. The seven day average on February 18 is 0.87 MGD. To date in 2021 the surface water treatment plant (SWTP) produced 28.3 MG, supplying 70% of demand. The groundwater treatment plant (GWTP) produced 11.9 MG, supplying 30% of demand.



Summary

Exeter and the upper reaches of the Exeter River watershed remain abnormally dry (D0). Temperatures have been above average since May 2020 and are predicted to continue to be above average through May 2021. Although precipitation events occurred in January and February, precipitation is below normal with a 1.44 inch rainfall deficit for the year. Surface waters currently are below normal flow. Groundwater levels are recovering and ranging from below average to above average. Water usage has been typical for non-summer non-irrigated conditions at 0.87 MGD.

Recommendations

We recommend continuing the Level 2 restrictions which allow landscape watering every other day and do not restrict other outdoor water uses. Water users are encouraged to continue to practice effective water conservation. For helpful tips on water use and conservation go to <https://www.epa.gov/watersense>.

Public Works Department
Mr. Fox Composting



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MEMO

DATE: February 19, 2021

TO: Melissa Roy, Interim Town Manager
Exeter Select Board

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

RE: Residential Food Waste Composting Proposal

The Public Works Department has been researching opportunities to divert food waste from the solid waste stream – from the Pay-As-You-Throw (PAYT) blue bags and landfill with finite capacity. At approximately 220 pounds per person per year, food waste makes up 15% of municipal solid waste (MSW). Food is the single largest component taking up space in landfills. Composting food waste, either through backyard composting, vermicomposting or commercial composting saves on solid waste disposal costs, reduces emissions of greenhouse gas methane, and creates a valued, usable product – compost.

Mr. Fox Composting of Eliot, Maine, is proposing to provide two (2) 64-gallon bins dedicated to residential food scrap composting at the Exeter Transfer Station at 9 Cross Road. Mr. Fox will collect the food waste weekly and transport it to their composting facility in southern Maine. The cost for this service is \$120.77 per month (approximately \$1,450 per year).

This is a cost savings over disposing this material with WM at \$78.79/ton. The unit cost for food waste compost will depend on how full the compost bins are and how heavy the material is. A bin full of food scraps equates to \$59.92/ton. If the bin is only partially full, or there is a lot of lighter material such as compostable brown paper or BPI certified products included, the cost per ton increases. The cost for bins that are only 76% full will approach the MSW cost of \$78.79/ton.

Mr. Fox Composting of Eliot, Maine, collects household food waste at transfer stations in ten (10) municipalities in the seacoast region, including Dover, Durham, Eliot, Greenland, Hampton, Lee, Newmarket, Portsmouth, and Rye. We have confirmed with several of these communities that they and their residents are pleased with the service provided by Mr. Fox Composting. None reported issues with odor or pests due to the frequency of collection, which is weekly.

Many residents may be already familiar with Mr. Fox Composting, as they provide curbside collection of food scraps to individual residential, commercial and institutional subscribers in Exeter.

The heat generated in commercial composting allows for the composting of materials not recommended in backyard composting, such as meat, bones, seafood shells, dairy and fat. In addition to food scraps, compostable products such as brown paper napkins and towels, soiled cardboard pizza boxes, items that are certified BPI compostable, and opaque bio plastic PLA#7 containers and utensils can also be included in the compost bins. Please see the attached flyer that lists acceptable compostable materials.

It is important to keep contaminants out of the compost bin. The largest source of contamination is plastic – plastic bags, plastic food wraps and plastic containers. Paper cups, unless marked BPI certified, are not compostable; they have a thin film that makes them waterproof and not compostable. Produce stickers are a small but pesky contaminant that should be removed prior to composting. We need to beware of the label or term “biodegradable” in marketing claims related to plastic and paper products; “biodegradable” is often used to describe items that do not meet ASTM standards for compostability, and are contaminants for composters.

We are proposing to place the Mr. Fox composting bins inside the gate at the Transfer Station. Access will only be available during Transfer Station open hours of Tuesday 9:00 am to 1:00 pm; Friday and Saturday 9:00 am to 2:30 pm. The Transfer Station operator will be able to monitor for appropriate use of the bins, discourage contamination and answer resident questions on composting. At this time a permit will not be required to access the bins. If there appears to be improper use of the bins by non-residents or commercial operations we may have to review access and permitting. Depending on the success of the program and demand for access to the bins, we may consider expansion of the number of bins and other central locations that can provide staffing for monitoring and controlled access.

We have confirmed with the Town’s solid waste and recycling contractor, Waste Management, that the proposed food waste composting program and diversion of organic wastes does not violate our contract. We are also in communications with NHDES and are prepared to modify the Town’s Transfer Station permit if necessary.

Food Waste Composting

is coming to Exeter!

The Exeter Public Works Department has announced that beginning on [REDACTED], [REDACTED] 2021 residents will be able to bring household kitchen waste to the Transfer Station on Cross Road during regular hours. There will be special 64 gallon covered carts dedicated to food waste composting.

Transfer Station hours: Tuesday 9am – 1pm, Friday & Saturday 9am – 2:30pm

Residents will be required to provide their own container (pail/bucket) which can be purchased at any local hardware or home improvement store. Compostable paper or corn based (green) bags provided by the resident are optional. Plastic bags and foam are NOT allowed. The Town is not selling buckets or bags at this time.

There is NO charge to participate in the Food Waste Composting program.



Mr. Fox Composting of Eliot Maine will be collecting food waste at the Transfer Station and hauling it to their facility for composting.

With composting, nothing needs to be sorted or separated.

All acceptable items for commercial composting can be placed in the same container.

Acceptable Items for Commercial Composting

- | | |
|--|--|
| <ul style="list-style-type: none">• All food scraps from plates• Meat, fat, & meat bones• Eggshells• Bread• Dairy Products• Seafood (including shellfish)• Fruits & Vegetables (pits & nuts too)• Coffee grounds & filters• Soiled pizza boxes• Wooden stirrers | <ul style="list-style-type: none">• Sugar packets• Brown paper napkins & towels• Wax paper liners• Tea bags (staples removed) and tea• Muffin wax paper wrappers• Flowers and floral trimmings• Corks• All corn based cups & utensils• Plastic PLA#7• Certified BPI packaging |
|--|--|

*If it is not on the list it is **NOT** compostable. Learn more at MrFoxComposting.com*

Suggested Optional Items:



5 gallon pail w/lid



Stainless kitchen bin



Compostable bags (opt)





January 28th, 2021

To Whom it May Concern:

Please find below a formal quote for Mr. Fox composting services at **Exeter Transfer Station in Exeter, NH.**

- Mr. Fox to pick up (2) 64G totes once per week.
- Billing is monthly
- \$120.77 for tote, pickup, and compostable liner bags for the tote.
- The town may cancel or pause service at any time.
- The town may adjust service levels at any time.

Mr. Fox works with over 10 towns currently and has a long track record of providing excellent customer service for all of our customers. By signing below you agree to the terms and conditions included in this document as well as the above proposal.

The signed proposal must be returned no later than **February 1st 2021**

Best,
Jenny Humphries
Operations Manager
jenny@mrfoxcomposting.com

Compost Point of Contact Signature:

_____ Date _____

Station Manager Signature:

_____ Date _____

Billing Manager Signature:

_____ Date _____



Adjust Service Level Options

- The pricing listed below is subject to change, please contact Jenny Humphries for updated quotes prior to service adjustment.
- Further options can be quoted upon request.

Option #1

(3) 64G Totes

Weekly Pick-Up

Total = \$170.10 Per Month

Option #2:

(4) 64G Totes

Weekly Pick-Up

Total = \$221.80 Per Month

Option #3:

(5) 64G Totes

Weekly Pick-Up

Total = \$273.50 Per Month



Town Information Needed			
Name			
Address			
Where bin(s) will be located: (i.e. behind dumpster to right of red door)			
Compost Point of Contact			
Compost Point of Contact			
Email			
Phone Number			
Billing Information Needed			
Billing Manager			
Email			
Billing Address			
Payment Type	Credit Card		Check
Facilities Information Needed			
Facilities Manager			
Email			
Phone Number			



TERMS & CONDITIONS

Mr. Fox Composting Service Contract for Commercial Subscribers

Thank you for your interest in Mr. Fox Composting! Our mission is to collect and divert organic material from landfills and incinerators, thereby creating a valuable resource for the local food community in the form of nutrient-rich compost. We aim to give local businesses a means to harness the power of organic scraps; to give back to the community; to have fun; and to enjoy work. We strive to provide you with the best possible service and are committed to subscriber satisfaction. The following terms are meant to help us meet those goals and to ensure that everyone is on the same page. Check it out, let us know if it's all good, and let's get started.

1. Who

Starting on the day of your initial drop ("Initial Bin Drop Day") outlined in your registration email that is sent to you after you register for service with one of our Mr. Fox team members. When you access your online account you will see a button ("Registration"), the following written obligations and responsibilities will be effective between Mr. Fox Composting (a.k.a. "Mr. Fox") and you (a.k.a. "you").

2. What Mr. Fox Will Do and When

Mr. Fox will provide the following services to you:

1. On Initial Bin Drop Day, Mr. Fox will deliver a clean compost bin with lid and compostable liner (if requested to have your bin lined) to your registered address.
2. The day we come through your neighborhood ("Pick-Up Day") is outlined in your Welcome Email.
3. On Pick-Up Day, Mr. Fox will remove your full compost bin between 5:30 a.m. and 5 p.m., leaving a clean bin and compostable liner (if requested to have your bin lined) in its place.

3. What You Will Do and When

Mr. Fox will pick up your food waste and turn it into nutrient-rich soil for local community partners.

Now here's what you do:

- You will place compostable materials in the bin, limited to fruits and veggies; meats, eggshells; bread, grains, and pasta; coffee grounds, nuts and spices.
- PLEASE DO NOT place inorganic materials in the bin, such as paper, cardboard, glass, plastic, rubber, or anything else that doesn't biodegrade well.
- You will place the bin full of food waste material in your specified location or on the curb each Pick-Up Day before 5:30 a.m.
- You may be billed by Mr. Fox for any empty bins that go missing.
- Mr. Fox will not pick up compostable material exceeding the size of the designated bin(s) provided, but if you are a composter extraordinaire, you may get another bin from Mr. Fox for an additional fee per month. Just [email us!](mailto:emailus)

4. How (Much)

Let's talk money! The following outlines what pick-up and payment plan you selected.

Commercial Customers:

- Pricing is established with a member from Mr. Fox via phone or email.
- You will be invoiced through Quickbooks from our bookkeeper.
- All pricing are subject to change at anytime.



- Just so we're all on the same page, Mr. Fox will email all customers 30 days in advance of any price changes.

Delegation and Subcontracting:

Please be advised Mr. Fox Composting services cannot be resold, subcontracted or delegated in any form by a commercial customer. Customers may not, without the prior written consent of Mr. Fox, delegate or subcontract the performance of the work, or any portion thereof, which is by this Agreement undertaken by Mr. Fox Composting.

5. When Things Don't Go According to Plan

Sometimes things happen. As outlined in our [CANCELLATION POLICY](#), here's how to handle these situations:

- If you want to end OR temporarily suspend your composting relationship with Mr. Fox at any time, you must email or call Mr. Fox 14 days in advance. This will ensure the best service, so please help us help you by making contact before you bail on your house, your roommate or the whole area.
- If you end your composting relationship with Mr. Fox with 14 days written notice (we'd be so sad to see you go!), any prepaid pick-ups will be refunded on a pro-rated basis.
- If you do not pay your invoice for Mr. Fox's services by 30 days from the date the invoice is sent to you, Mr. Fox may end this agreement by giving 14 days written notice.
- Either you or Mr. Fox may end this agreement at any time and for any reason within 14 days written notice.
- Mr. Fox reserves the right to cancel service on any given day due to extreme weather, unsafe road conditions, holidays, or operational gripes. You will be notified of such cancellation as soon as we know, prior to your Pick-Up Day, and we will do our best to immediately reschedule your pickup day to the next available date.
- Any matters relating to the cancellation or suspension of service will be made via email.

6. Confidentiality and Warranty Bootstrap

Mr. Fox and its employees, agents, or representatives will keep all subscriber information confidential. Further, Mr. Fox will provide the services listed in this agreement and meet its obligations.

7. Limitation of Liability

Unfortunately, Mr. Fox is not responsible for what happens with its bins or compostable liner once you have them, so please be careful with them.

- Mr. Fox is not responsible for maintaining or cleaning the bin, you are responsible for the cleanliness of your bin.
 - If a bin is broken Mr. Fox will replace the bin for no charge for the first time this occurs. Additional damaged bins will be replaced for a fee.



COVID-19 Protocol

Due to the current world pandemic caused by virus COVID-19 Mr. Fox Composting will prorate the month if there is a lockdown. This proration and suspension is only offered if the location is shut down due to COVID-19 virus events.

We will prorate from the date we are notified by a town representative.

To contact Mr. Fox Composting in the need to suspend service please contact the below.

Jenny Humphries - Operations Manager: jenny@mrfoxcomposting.com

Gina Pregent - Bookkeeper: books@mrfoxcomposting.com

RECYCLABLE CONTAINERS MUST BE EMPTY AND DRY; NO LIQUID OR FOOD WASTE RESIDUE PERMITTED; NO BAGGED RECYCLABLES



Steel, Tin & Aluminum Cans

Latas de acero, hojalata y aluminio



Plastic Bottles & Containers #1, #2 & #5

Botellas y envases de plástico



Office Paper, Brown Bags, Newspaper, Mail & Junk Mail

Bolsas de papel marrón, pa no confidenciales, periódico correspondencia no solicita



Paper Cardboard Dairy & Juice Containers

Envases de papel cartón, productos lácteos y jugos



Flattened Cardboard & Paperboard

Cartón y cartulina aplastados



Glass Bottles & Jar

Botellas y frascos de vidrio





RECYCLE OFTEN.
RECYCLE RIGHT.™



Most Common Contaminants

Keep these common contaminants OUT of your recycling bin.



NO Recyclables in Plastic Bags

Empty loose recyclables in bin but leave the plastic bag out.



NO Food & liquids

Compost instead! Otherwise, it belongs in the trash.



NO Electronics & Small Appliances

Donate if in good condition, or schedule a bulky item pickup, if available. Check earth911.com for a local drop off site.



NO Textiles, Bedding, Rugs & Carpet

Donate these items if they are in good condition. Large quantities may require special disposal.



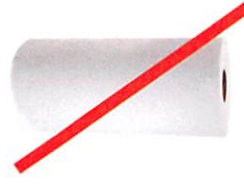
NO Hoses, Holiday Lights, Hangers & Extension Cords

They wrap around equipment and can shut down an entire facility! They all go in the trash.



NO Plastic Bags, Film/Sheeting & Flexible Film Packaging

Take plastic bags back to a local grocer to keep bags clean and dry, and prevent them from shutting down recycling facilities. Visit plasticfilmrecycling.org to find a drop off location near you.



NO Paper Napkins, Plates, Cups & Tissues

Compost if possible, and remember to recycle the cardboard tube.



NO Polystyrene Foam

Foam and plastic to-go containers are not recyclable curbside. Find drop off programs for items like foam packing peanuts at earth911.com.



NO Tires, Auto Parts & Scrap Metal

(Not in recycling or trash) Can damage equipment & are safety hazards. Contact local scrap recyclers or retail tire stores for recycling options, or check earth911.com for a drop off center near you.



NO Concrete, Wood & Construction Debris

Can damage equipment & are safety hazards. You may be able to schedule a bulky item pickup - otherwise throw it in the trash or order a roll off bin by contacting Waste Management Customer Service.



NO Medical Waste (Find safe & secure disposal near you.)

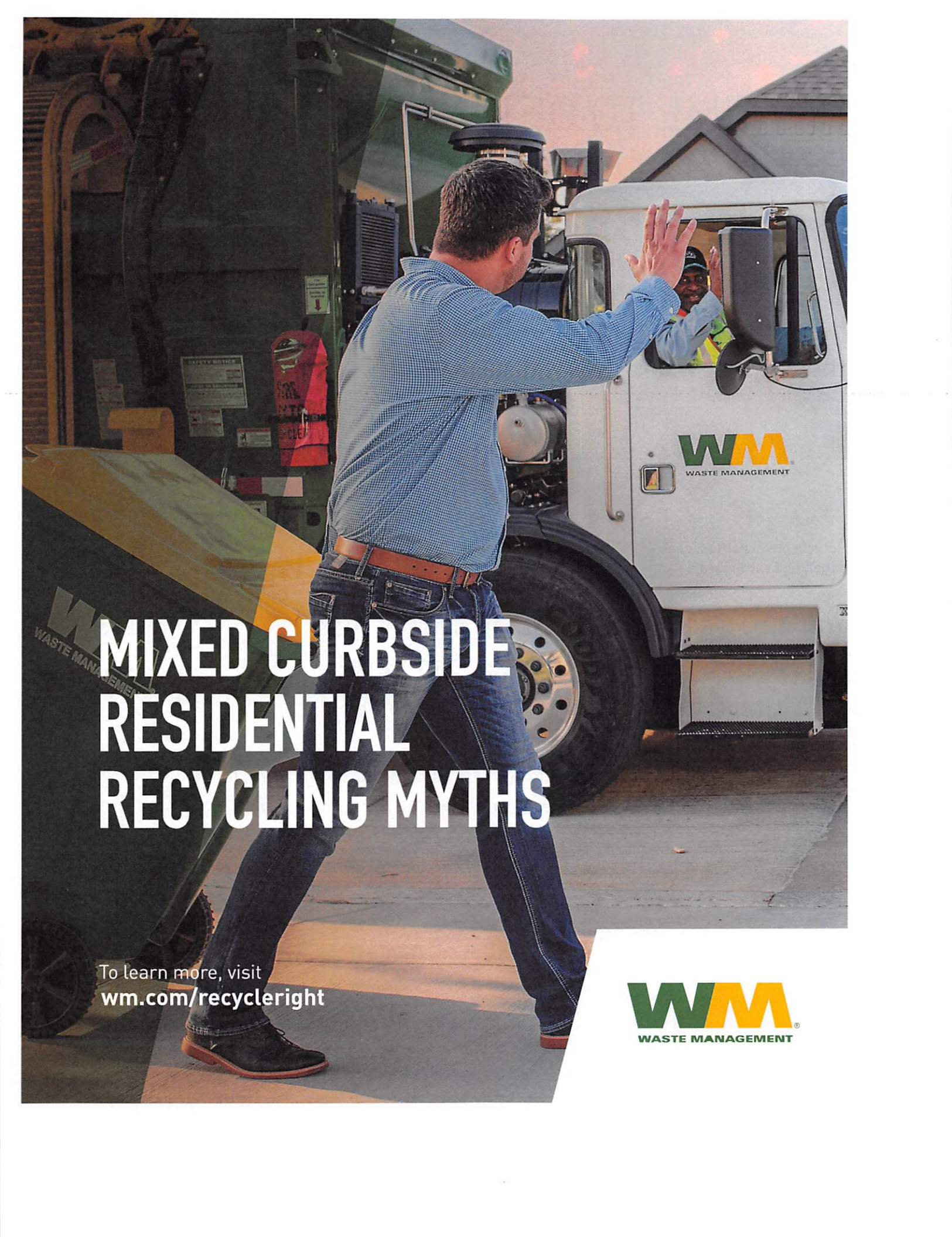


NO Non-Recyclable Plastic

Not everything that is plastic is recyclable! Recycle only food & beverage bottles, jugs and tubs.

For more information on recycling, visit RecycleOftenRecycleRight.com

or call 800-972-4545



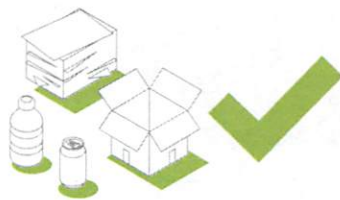
MIXED CURBSIDE RESIDENTIAL RECYCLING MYTHS

To learn more, visit
wm.com/recycleright

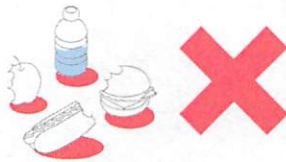


IT'S TIME TO GET BACK TO THE BASICS OF **GOOD RECYCLING.**

The fact is that some recycling actions make a bigger impact than others. So please remember these three rules the next time you recycle:



Recycle clean bottles, cans, paper, and cardboard.



Keep food and liquid out of your recycling.



No loose plastic bags and no bagged recyclables.

You'd be amazed how big an impact just following these simple rules can have!

But what about the other materials we encounter in our day-to-day lives?

Use these recycling rules, expert tips, and dispel all recycling myths to become an effective recycling ambassador and recycle right every day.

Identify the myths of recycling and become an expert.



MYTH: Most Americans recycle all they can.

ANSWER: False

Research shows convenience and commitment are required for maximum recycling. For instance, do you have recycling containers in multiple rooms in your home? If not, recyclables in rooms

other than the kitchen often get thrown away. Plus, the more members in a household who commit to recycle, the better the quality of the materials they recycle.



MYTH: The recycling arrows (Mobius) on a container mean it is recyclable at a Material Recovery Facility (MRF).

ANSWER: Only in some cases

Manufacturers strive to get eco-friendly information on their product labels. The FTC requires that a product have at least 60% access to local programs (like a Material Recovery Facility processing) to include the Mobius symbol on products. However, the Mobius is

not a reliable indicator of whether something is acceptable to recycle in your mixed curbside recycling. There are thousands of plastic products and packaging, and each may have its own unique chemical composition. Recycle plastics by shape: bottles, jars, jugs and tubs.



MYTH: Containers must be squeaky clean in order to be recycled.

ANSWER: False

While all bottles, cans, and containers should be clean, dry, and free of most food waste before you place them in your recycling container, they don't need to be spotless. The goal is to make sure they are clean enough

to avoid contaminating other materials, like paper. Try using a spatula to scrape cans and jars, or using a small amount of water, shake the container to remove most residue.



MYTH: It doesn't matter if something belongs in the recycling cart, the hauler will sort everything anyway.

ANSWER: False

There are increasing amounts of non-recyclable items sent to Material Recovery Facilities, and all of them must be removed by hand by trained staff or mechanically sorted so they don't contaminate the high-value recyclables. Non-recyclable items placed in your recycling containers increase the cost of recycling, slow

the process, and pose safety risks to employees. Focus on only recycling the most valuable materials - clean bottles, cans, paper and cardboard. If you're not sure whether something is recyclable, throw it in the garbage to protect the acceptable recyclable items in your recycling container!



MYTH: Hoses, tanks, shower curtains, swing sets, etc. are made of plastic, so they must be recyclable.

ANSWER: False

If it's not "bottles, cans, paper or cardboard" it probably doesn't belong in your curbside mixed recycling cart and may even require special handling. Just because an item is made from plastic, or contains plastic parts, doesn't mean

recycling facilities can handle it. There are other resources (e.g., Earth911.org) that can help answer questions about what to do with non-recyclables or household hazardous waste.



MYTH: All types of glass bottles and jars are recyclable.

ANSWER: Varies by jurisdiction

Glass recycling varies by jurisdiction and communities across the U.S. Some communities collect glass at drop-off locations only, some collect glass separately at the curb or with other containers, and many include glass with all other recyclables.

Bottle bill laws in CA, CT, OR, IA, MI, ME, VT, MA, NY allow for the return of a per-bottle deposit when bottles are returned to return-centers or retailers for recycling. Please refer to your community's website for more information on how to recycle glass.



MYTH: Aerosol cans are acceptable in the recycle bin.





ANSWER: Varies by jurisdiction

Most recycling programs accept empty and dry aerosol cans without the caps - if the cans are not empty, they can be dangerous. Fires have been caused in baler chambers and collection trucks from trace amounts of chemicals in the cans. Plus cans have been known to become projectiles when densified/baled if the propellant is still present. Waste Management facilities and


commodity vendors accept steel, mixed metal, and aluminum aerosol packages. Multi-material aerosol packages are not recyclable. There is no gray area here from a processor standpoint. However, some cities still list aerosols on the non-acceptable lists. Check with your local municipality for more information.

Understand basic recycling rules and tips.

RECYCLE CLEAN BOTTLES, CANS, PAPER, AND CARDBOARD.





Item	Rule	Expert Tip
<p>Plastic Bottles & Containers</p> 	<p>Recycle plastics like empty bottles, jars, jugs, and tubs by their shapes. Chasing arrows don't necessarily indicate recyclability.</p>	<p>Caps are recyclable, but you must put them back on empty containers before tossing in the bin.</p>
<p>Food & Beverage Cans</p> 	<p>Recycle all empty tin, aluminum, and steel cans.</p>	<p>Remove plastic lids from any food or beverage cans before recycling. Note: empty aerosol cans can also be recycled, but be sure they are empty and never include any aerosol caps.</p>
<p>Paper</p> 	<p>Paper, newspaper, and magazines are good to recycle.</p>	<p>Soiled and wet paper should be placed in the trash.</p>
<p>Flattened Cardboard & Paperboard</p> 	<p>Flatten and recycle all cardboard and paperboard.</p>	<p>Break down and flatten cardboard boxes to make room for more materials to fit in your recycling. Be sure to close the lid on your recycling container to keep materials dry.</p>

RECYCLE CLEAN BOTTLES, CANS, PAPER, AND CARDBOARD.

Item	Rule	Expert Tip
<p data-bbox="191 302 342 359">Glass Bottles & Containers</p> 	<p data-bbox="558 302 850 443">Glass recycling rules vary by city, county and state. If acceptable, make sure containers are empty.</p> <p data-bbox="558 464 886 716">Tip - Check your local recycling program. Your community could accept glass in its curbside program, or there could be drop-off locations, or it might have to go in the trash.</p>	<p data-bbox="927 302 1252 596">Check your local recycling program to confirm that glass is accepted in the curbside program. Some communities accept glass curbside, or there might be drop-off locations, or it might have to go in the trash if not accepted.</p>





Do not bag recyclables. They must be loose in the bin!

NO PLASTIC BAGS, FILM OR FLEXIBLE PACKAGING

Item	Rule	Expert Tip
<p>NO Bagged Recyclables</p> 	<p>Don't bag your recyclables. Empty items directly into your recycling container. It's the best thing you can do to ensure items get a second life.</p>	<p>If you collect your recyclables in a bag, simply empty the items directly into your final recycling container and reuse the bag!</p>
<p>NO Plastic Bags</p> 	<p>Loose plastic bags are generally not accepted in curbside programs. Please check your local program.</p>	<p>No loose plastic bags and don't bag your recyclables. Plastic bags get tangled in equipment and threaten worker safety. Find where you can recycle plastic bags at plasticfilmrecycling.org</p>
<p>NO Plastic Wraps & Film</p> 	<p>Plastic wrap, bubble wrap, plastic sandwich bags, and freezer bags should not go in the recycle bin.</p>	<p>Reuse whenever possible for presents, moving, or storage of similar items.</p>
<p>NO Flexible Packaging</p> 	<p>Flexible packaging like chip bags and juice or soup pouches cannot be recycled in curbside programs.</p>	<p>This type of packaging is made from multiple materials preventing it from being recycled at the curb. Currently it must go in the trash.</p>




Not everything made from plastic is recyclable, and that's OK!

TRASH IT INSTEAD

Item	Rule	Expert Tip
<p>NO Garden Hoses, Rope, Leashes, Wire & String</p> 	<p>"Tanglers" like garden hoses, ropes, electrical chords, and string should never go in the recycle bin.</p>	<p>These items wrap around equipment and threaten the safety of MRF workers, plus they can shut down an entire recycling center. Make sure they only go in the trash.</p>
<p>NO Dirty Diapers</p> 	<p>Dirty diapers' and pet waste's yuck factor increase when they end up where they shouldn't—the recycle bin!</p>	<p>These will soil all of the recyclables, turning the load to trash. Trash these instead and keep recyclables clean.</p>
<p>NO Cups with Plastic or Wax Coating</p> 	<p>Cups with plastic or waxed coatings are not recyclable.</p>	<p>The plastic lid should be trashed as well.</p>
<p>NO Polystyrene Foam & Plastic</p> 	<p>Polystyrene foam and plastic "to-go" containers and cups are made of non-recyclable materials, and cannot be collected curbside.</p>	<p>Packing peanuts aren't recyclable either, however some shipping stores will take peanuts back for reuse.</p>

Items do not have to be squeaky clean to be recycled.

KEEP ITEMS CLEAN AND DRY

Item	Rule	Expert Tip
<p>NO Food Waste</p> 	<p>Scrape out all cans and jars, empty liquids, and put scraps in the compost, if available.</p>	<p>Food scraps and liquids may seem harmless, but they could turn a whole load of recycling to trash.</p>
<p>NO Soiled Paper Towels</p> 	<p>Soiled paper towels, napkins, and tissues are not recyclable.</p>	<p>Compost the soiled paper towels if you can, and remember to recycle the paper towel cardboard tube.</p>
<p>Pizza Boxes</p> 	<p>Cardboard pizza delivery boxes that are free from any leftovers or liners CAN be recycled.</p>	<p>You be the judge! Recycle the empty pizza box if it's not too greasy after you've eaten all the pizza.</p>





Check with your local recycling program.

COMMON RECYCLING QUESTIONS

Item	Rule	Expert Tip
<p>Food & Beverage Containers</p> 	<p>These types of cartons are lightweight and have environmental advantages, but they are not acceptable to recycle curbside.</p>	<p>The cartons are made of multiple materials and are difficult to recycle. Check with your community to see if there are opportunities to recycle these paper containers locally.</p>
<p>Glass Bottles & Jars</p> 	<p>Glass recycling rules vary by city, county, and state.</p>	<p>Check for local recycling programs – there could be drop off locations, curbside pickup, and comingled options.</p>
<p>NO Needles</p> 	<p>Medical waste doesn't belong in curbside recycling or waste!</p>	<p>Needles can cause serious injuries to workers, so dispose of them in a safe container like Waste Management's MedWaste Tracker® box, or contact your local service provider.</p>

Large household items don't belong in your recycling bin.

COMMON RECYCLING QUESTIONS

Item	Rule	Expert Tip
<p>NO Scrap Metal, Auto Parts & Tires</p> 	<p>Metal waste (car parts, propane cylinders, lawn mowers, and microwaves) cause damage and are safety hazards if put in curbside recycling or waste bins.</p>	<p>Check locally for special collection options or take them to a local retailer or scrap recycler for donation or proper recycling.</p>
<p>NO Large Household Items</p> 	<p>Household items such as clothing, textiles, shower curtains, swimming pools, and fencing don't belong in the recycle or waste bin.</p>	<p>Check local programs or thrift stores for reuse opportunities first before putting larger household items into your waste bin.</p>
<p>NO Furniture</p> 	<p>Furniture does not belong in curbside recycling or trash collection!</p>	<p>While very damaged or unusable furniture is best suited for your local junkyard, many organizations accept donated furniture they can resell to the public.</p>
<p>NO Appliances</p> 	<p>Appliances are not accepted in curbside recycling or trash collection.</p>	<p>Organizations like Habitat for Humanity's ReStore accept new and gently used appliances for donation and resell them to the public. For proper disposal, check with your manufacturer or take the item to your local transfer station.</p>

Check with your local recycling program.

COMMON RECYCLING QUESTIONS

Item	Rule	Expert Tip
<p>NO Electronics</p> 	<p>Televisions, laptops, and small electronics like cellphones are not accepted in waste bins. Electronic materials are often banned by law from disposal, so contact your city or manufacturer for recycling options.</p>	<p>Check for local e-waste programs that often accept these items for donation and refurbish them to give them another life or can ensure they are properly recycled.</p>
<p>NO Batteries</p> 	<p>Batteries can destroy recyclable material and even worse – they injure workers and cause fires! Lithium-ion batteries and other batteries don't belong in curbside recycling or trash containers.</p>	<p>Contact your municipality or local service provider for a safe and convenient solution for recycling batteries, particularly rechargeable lithium batteries.</p>
<p>NO Clothing/Textiles</p> 	<p>Clothing, rugs, bedding, and other textiles are not recyclable. They can be placed in the trash or given a second life through reuse.</p>	<p>Goodwill, Salvation Army, Value Village, and other organizations that take donated items often accept textiles. Even textiles that are unusable can live a second life as new products such as insulation or furniture stuffing.</p>

Find more recycling resources like
posters, bin labels, videos, and activities
at [wm.com/recycleright](https://www.wm.com/recycleright)

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**Health Department
Tattoo Ordinance**

Memo

To: Melissa Roy (Interim Town Manager) and Select Board
From: James Murray (Health Officer)
Date: 19-FEB-21
Re: Tattoo Ordinance

On February 16, 2021, the Health Department received an inquiry regarding the requirements to open a tattoo establishment in the Town of Exeter. Currently, Exeter has a Health Ordinance under Chapter 1206 prohibiting tattooing, branding, permanent make-up, and body piercing within the Town of Exeter except by a physician licensed to practice medicine in the State of New Hampshire.

Given the inquiry, I would like to bring this to the Select Board's attention to further discuss the current ordinance. I have reached out to other self-inspecting communities and discussed the ordinance with colleagues. The Health Departments I spoke with include Concord, Manchester, Nashua, Salem, and Rochester. Each of these communities is self-inspecting, like Exeter, in that the Health Officers or Inspectors under the Health Officers, license and inspect food establishments.

Of these communities, only Concord and Salem Health Departments inspect body art establishments. Since the State licenses the artists, they are held to State standards under RSA 314-A. While the RSA covers the individuals licensed, the State does not inspect the facilities used.

The potential health implications involved in body art mostly stem from improper sanitary practices on the part of the artist or the patron. The CDC sites bloodborne pathogens as a potential risk involved in body art. Individuals may also have an allergic reaction to inks specifically in the case of tattoos.

Despite the individual private health risks associated with body art, there are no apparent public health risks involved with the operation of a body art establishment. There does not appear to be any positive or negative health impacts of the community as a whole or to individuals that do not participate in body art. With any business, a private health concern stemming from sanitary practices would warrant investigation. That said, I do not believe body art to be potentially injurious to the public health.

Respectfully,

James Murray

AMEND CHAPTER 12 HEALTH REGULATIONS – EXETER TOWN ORDINANCES

Add:

Chapter 1206

Health Ordinance

Tattoo and Body Modification Regulations

Statutory Authorization: Pursuant to NH RSA 147:1, allowing Town Health Officers the authority to make regulations relating to public health, as in their judgment which are necessary to protect public health and safety.

The purpose of this ordinance is to protect the safety, health and welfare of the general public and not to protect the personal or property interests of individuals.

Tattoo Ordinance:

1. **Tattooing** shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
2. **Branding** shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
3. **Permanent make-up** shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
4. **Body Piercing** shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
5. **Body Modification** including but not limited to dermal implants, gauging, tongue splitting, scarification or removal/modification of body parts shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.
6. **Exemptions**
 - A. These regulations shall not apply to physicians licensed to practice medicine in New Hampshire and those they directly supervise as part of their practice.
 - B. These regulations shall not apply to those novelty or jewelry stores in the business of ear piercing with the use of a piercing gun. These establishments shall use proper procedures and sanitization practices as required by OSHA (Occupational Safety and Health Administration) regulations. These establishments shall be prohibited from performing body piercing at other sites except ears.

Penalty: NH RSA 639:3, Endangering the welfare of a child or incompetent is a violation considered a misdemeanor.

Signed this _____ day of _____, 2012

Exeter Board of Selectmen

Matt Quandt, Acting Chairman

Frank Ferraro, Clerk

Don Clement

Julie D. Gilman

Effective Date: _____

First reading: 2/27/12

Mr. Clement moves to appoint Cynthia Field as an alternate the Conservation Committee with a term to expire on April 30, 2014. Ms. Gilman Seconds. Vote: Unanimous.

Ms. Gilman moves to appoint Jamie Lopez to the open position on the Heritage Commission with a term to expire on April 30, 2014. Mr. Clement Seconds. Vote: Unanimous.

5. Department Reports - None

6. Discussion / Action Items

a. New Business

i. Public Hearing: Fire Department Grants

Mr. Clement moves to open a public hearing on the Fire Department Grants. Ms. Gilman Seconds. Vote: Unanimous.

Fire Chief Comeau comes forward to summarize the two grants available to the Town of Exeter. The First is a \$5,000 grant from the National Association of County and City Health Officials. This grant will be used to help develop and train and recruit volunteer health aides. The second grant available to the Town of Exeter is a \$100,000 grant from the Assistance to Firefighters Program through FEMA. The grant will pay \$95,000 to the Town of Exeter to install a sprinkler system in the Exeter Public Safety Complex. In order to receive this grant, the Town of Exeter must provide a \$5,000 match in either funds or work in hand.

Mr. Clement moves to close the public hearing on the Fire Department grants. Ms. Gilman Seconds. Vote: Unanimous.

Mr. Clement moves to approve the receipt of the grant from the National Association of County and City Health Officials in the amount of \$5,000. Ms. Gilman Seconds. Vote: Unanimous.

Mr. Clement moves to approve the receipt of the grant from the Assistance to Firefighters fund in the amount of \$100,000 with \$95,000 from the grantee with a \$5,000 match. Ms. Gilman Seconds. Vote: Unanimous.

ii. Pawnbroker Ordinance

Mr. Dean advises The Board that Police Chief Kane will be available to speak to the Pawnbroker Ordinance on March 12, 2012. A draft of the proposed ordinance is in the packet. Mr. Clement suggests that as a public hearing and first reading, The Board should publicize the event so the residents can attend with an opportunity to express their opinions. Mr. Clement suggests reaching out specifically to the current vendors of second hand items, and have them sent a direct invitation. Mr. Dean advises the Board that the standard is disclosure and discussion. According to policy, the draft ordinance needs to be read three times.

iii. Tattoo Ordinance

Mr. Dean advises that the process regarding the Tattoo Ordinance is the same, it would require a public hearing. Vice Chairman Quandt reminds the Board and the public that this ordinance was passed at a town vote in 1998 and needs to go into the policies. Fire Chief Comeau comes forward to advise the Board that the new recommended ordinance is in the packet. The previous ordinance was part of the public health code. The Town of Exeter adopted the State of NH ordinances. Mr. Clement points out that the new ordinance indicates the Public Health Department is suggesting the massage therapy portion of the ordinance should be removed. Chief Comeau advises The Board that the State of NH no longer require inspections of massage therapy parlors, making it a non issue to the Public Health Department. Mr. Dean recommends that The Board separate the two policies into two separate ordinances, one for massage and one for tattoo, as both processes are very lengthy.

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iv. Review Purchase and Sale Agreement: Getty Property

Mr. Dean summarizes a memo from Crede Associates regarding the Getty Property. The site assessment included a review of the online files available in the NH Department of Environmental Services OneStop Database for the site. There is also comprehensive data in the memo indicating the current environmental status of the site. Mr. Dean also advises the Board that the Purchase and Sales agreement is in the packet, along with an email from Getty Realty Corp. indicating they acknowledge some interest from private residents offering to purchase the property. Mr. Ferraro points out that the memo from Crede indicates the two remaining 10,000 gallon gasoline USTS tanks were not actually removed from the site, but rather were cleaned and filled with concrete and are buried. Mr. Ferraro further points out that the seller, Leemilt's Petroleum Inc. is an entity that is not related to Getty at all. All of the documents filed with the NHDES list the owner of the property as either Getty Properties or Getty Realty. Mr. Ferraro indicates he has called NHDES to try to verify the relationship between Getty and Leemilt's Petroleum Inc. Mr. Ferraro expresses some concern in the language of the Purchase and Sales Agreement. The current language mandates any disposal of contaminated soil in the future must be disposed of by low-level thermal desorption. Mr. Ferraro is concerned this could limit the options available to the Town of Exeter. He does not feel the seller should have the authority to determine how any contaminated soil shall be disposed of. Secondly, Mr. Ferraro is concerned about the time frame in which the seller can be held liable or responsible if the NHDES issues a letter of no further action

Selectman Clement moved to refer the bids to the DPW Water Department and Town Manager for review and recommendation. Selectwoman Gilman seconded. Motion carried unanimously.

iii. Website RFP Update

Mr. Ferraro remarks the RFPs for the website update project were opened today in the Nowak Room at 4:00 p.m.. The following proposals were received: Local Link Internet, \$14,000; Blue Liner Marketing, \$30,256; Bad Dad Design, \$18,000; Park Group Solutions, \$38,500; Tidal Media Group, \$22,200; Municipal CMS, \$14,495, Aha Consulting, \$9,000; and Harbour Light Strategic Marketing, \$21,690.

Selectman Clement moves to refer the proposals to the working committee of Mr. Ferraro, Mr. Dean, Mr. Clement and IT Coordinator Swanson for review and recommendations. Ms. Gilman seconds. Motion carries unanimously.

b. Old Business

i. Tattoo Ordinance

Mr. Dean indicates this is the formal first reading, nothing on language has changed since last week. Mr. Quandt asks for public comments. Ms. O'Barton of 5 Blanche Lane approaches the Board and refers to the date of February 27th at the bottom of the page. It says first reading, and she wishes to confirm that tonight is the first reading. Mr. Quandt and the other members concur tonight is the first reading. Mr. Clement confirms this will take three readings. Mr. Quandt mentions 2 readings and a public hearing. Mr. Dean indicates all readings are public. Mr. Clement asks that this proposed ordinance be put on the website so people can see it. Mr. Dean indicates he will follow up.

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Return to New Business. Mr. Quandt remarks he skipped over something on the agenda and goes back to the LGC agreements. Mr. Dean reviews the agreements with the Board and indicates the Town now has moved over to Primex for Worker's Compensation, Unemployment, and Property/Liability Insurance as of January 1st. These used to be with LGC. Through the last process Primex bid very favorably and the Town saved money by switching over to Primex. This amended agreement is with LGC, reflecting the Town continuing with LGC on Health Insurance, Dental Insurance, and Life Insurance, and other services such as COBRA billing and Retiree Health Insurance billing administrative services. The HealthTrust handles this now, retiree health plans are through the Health Trust and are not part of the Town budget. Mr. Clement asks if there are changes in coverage. Mr. Dean states no, the COBRA is opt in, but health, dental, life is the same. The HealthTrust won't handle the other services excluded and have not been since January 1st. Mr. Dean states the Board needs to authorize the signing of the documents so the changes can be finalized with the LGC. He refers to Exhibit A and reads the resolution and the details of the changes in service.

Selectwoman Gilman moves the Town Manager be authorized to sign the resolutions for the Local Government Center HealthTrust. Selectman Clement seconds the motion. Motion carries unanimously.

Mr. Ferraro asks about who carries liability for Town Officials. Mr. Dean indicates Primex does this, it used to be the LGC, but has switched to Primex as part of the property/liability policy.

Return to Old Business.

Proposed Pawnbroker Ordinance

Mr. Quandt then opens discussion on the first reading of the proposed pawnbroker ordinance amendment. Mr. Dean reports the Police Department will be present next week to speak to this item. Ms. Shirley Pitts, a resident and merchant who owns Two Flights Down, appears before the Board. She notes the ordinance includes second hand dealers. She is a consignment shop and wonders if she would be included. She is concerned about having to keep additional paperwork and has not had an issue in her store in 24 years. Mr. Quandt is not clear whether it applies to Ms. Pitt's store. Ms. Gilman believes it does. Ms. Pitts says she does not take things she does not know the value of. She believes bookkeeping is fine but photos would be difficult. Mr. Clement suggests any exchange of money is what triggers the dealer responsibility to seek proof of identification from someone. It is additional paperwork, each transaction must be recorded. Ms. Pitts indicates each transaction is recorded already. Ms. Pitts does a total inventory, has names, addresses and phone numbers. Ms. Pitts asks who at the police department has the time to take this on and is it necessary. Ms. Gilman indicates this is when theft occurs when the department knows they have items that have been pawned or sold it will be easier for the Police to recover property. Ms. Pitts indicates she keeps an inventory already. Mr. Ferraro asks Chief Kane be present at the next reading. Mr. Ferraro asks that consignment and secondhand dealers should be told Chief Kane will be here. Mr. Dean refers to RSA 322, and he will ask the Chief what the differences are between the proposed ordinance and the RSA. Is it additional or is it access to information already kept on file. Ms. Pitts in her first five years had 2 to 3 break ins, and she would like the Police to come in to visit. Mr. Brandon

Priscilla Eddy, resident comes forward expressing some concern regarding the short video at the end of the PowerPoint presentation from the Police Department. She does not feel it's accurate to compare the Town of Exeter to Chattanooga. She feels this type of presentation is more fear mongering than proactive.

Linda Hartson comes forward as a business owner dealing in antiques and collectibles. She and her husband buy and sell antiques and collectibles in traveling road shows. She feels the Police providing the secondhand dealers with a list would be significantly more helpful than them asking the dealers to itemize their inventory. She indicates she is a licensed antique dealer and can have a 6,000 plus inventory. Vice Chairman Quandt inquires what regulations she must comply with when dealing in other states. Ms. Hartson indicates she is required to purchase the space and pay a sales tax. She must register and be licensed and pay sales tax.

Hal Macomber, Exeter resident and traveling antiques and collectibles dealer also comes forward to express his opinion. He feels this is a typical State law that is trying to be a one item solves all answer. He feels the proposed ordinance needs to be split up with two separate ordinances; one for secondhand dealers and one specifically relating to Pawnshops. He is concerned that the current verbiage in the proposed ordinance mandates his inventory must be sold in the Town of Exeter. Vice Chairman Quandt reminds the Board and the public that this is the first part of the process to induct a new ordinance; it is not the end of the process.

ii. Tattoo Ordinance: 2nd Reading

There is no public comment in regard to the second reading of the Tattoo ordinance.

7. Regular Business

a. Bid Openings - None

b. A/P Payroll Manifests

Mr. Clement moves to approve a payroll warrant for checks dated 3/7/2012 in the amount of \$168,063.98. Ms. Gilman Seconds. Vote: Unanimous

Mr. Clement moves to approve an accounts payable warrant for checks dated 3/9/2012 in the amount of \$20,887.37. Ms. Gilman Seconds. Vote: Unanimous

Mr. Clement moves to approve an accounts payable warrant for checks dated 3/9/2012 in the amount of \$254,868.15. Ms. Gilman Seconds. Vote: Unanimous

c. Budget Updates

There are no budget updates to report. Mr. Dean wishes to remind the public that the budget articles are up for adoption tomorrow, 3/13/2012. He wishes to remind the public to come out and vote.

d. Tax Abatements & Exemptions

Mr. Clement moves to approve an elderly exemption for map 87, lot 14/18A in the amount of \$152,251. Ms. Gilman Seconds. Vote: Unanimous

There is a short discussion about the availability of the Board members and various possible locations to hold the meeting. Chairman Quandt and Mr. Dean agree to meet to brainstorm a list of dates and sites to suggest for The Board.

Andy Staller, of Court Street wishes to express his concern regarding the sound in the Nowak Room. He requests that the members of The Board speak more loudly, as he is having trouble hearing them.

b. **Old Business**

i. **Tattoo Ordinance Third Reading**

Chairman Quandt presents the Tattoo Ordinance for a third reading. He offers a moment for comments from The Board or the Public.

Mr. Clement moves to amend Chapter 12 of the Public Health Ordinances to add Chapter 12-06 – Health Ordinance for Tattoo and Body Modification. Ms. Gilman Seconds. Vote: Unanimous. Mr. Chartrand Abstains.

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Mr. Ferraro presents Old Business that is not on the agenda. He inquires with Mr. Dean for the financial review requests he made several weeks ago. Mr. Ferraro requested a fund balance for Water Fund, Sewer Fund and the General Fund. At the time of his initial request, Mr. Dean was able to provide rough estimates for each fund. Mr. Ferraro expresses his frustration that he had made the initial request and had followed up several times since then. He believes it has been six weeks since the initial request and is concerned that the request has gone unanswered. He feels this type of data is critical to the Selectman's performance of their duties. Mr. Ferraro feels that the amount of time that has passed since the initial request is unacceptable. He reminds The Board and the Public that these figures are available in the Finance Department to citizens upon demand. He feels these figures should also be made available to The Board members upon demand. Mr. Dean asks Mr. Ferraro to clarify what figures he is specifically looking for so he can work to retain them for him. Ms. Gilman expresses her concern that this matter seems to be an issue for non-public session. She does not feel this discussion needs to be had in a public forum, as the tone of the discussion has become accusatory. Chairman Quandt feels it's unnecessary to prohibit any Board Member from communicating with the Town Manager. He agrees this discussion should continue in a non-public session. Mr. Ferraro agrees to go into non-public session at the end of regular business to discuss this matter further.

9. **Regular Business**

a. **Bid Openings - None**

b. **A/P and Payroll Manifests**

Mr. Chartrand moves to approve an accounts payable warrant for checks dated 3/16/2012 in the amount of \$354,472.01. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to approve a weekly payroll warrant for checks dated 3/14/2012 in the amount of \$158,513.19. Mr. Clement Seconds. Vote: Unanimous

c. **Budget Updates - None**

d. **Tax Abatements and Exemptions**

Mr. Chartrand moves to approve an Elderly Exemption for map 32, lot 12/22 in the amount of \$152,251.00. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to approve an Elderly Exemption for map 64, lot 58 in the amount of \$236,251.00. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to approve an Elderly Exemption for map 104, lot 79/16 in the amount of \$152,251.00. Mr. Clement Seconds. Vote: Unanimous

RACE #238

TALLY SHEETS
TOWN OF EXETER, N.H.

TITLE: Article 38

CANDIDATE	TAPE TOTALS	AUXILIARY COUNTS	FINAL TOTAL
* BLANKS	* 201 171	* *	* *
* Yes	* 712 698	* 24	* 1414
* No	* 205 171	* 1	* 377
* WRITE INS	* *	* *	* *
* TOTALS	* *	* *	* *

NAME	WRITE INS COUNT	NAME	COUNT
_____	****	_____	_____
_____	****	_____	_____
_____	****	_____	_____
_____	****	_____	_____
_____	****	_____	_____

WARRANT 1998

TOWN OF EXETER, N. H.

To the inhabitants of the Town of Exeter, in the County of Rockingham, in said State, qualified to vote in Town affairs: You are hereby notified to meet at the **Town Hall**, Front Street in said Exeter on **Saturday, January 31, 1998 at 9:00A.M.** for the purpose of transacting all business other than voting by official ballot and, thereafter, to meet on **Tuesday, March 10, 1998 between 8:00A.M. and 8:00 P.M. at the Exeter Town Hall**, to elect officers, vote on zoning articles and to vote on all warrant articles from the first session by official ballot.

ARTICLE 1: To choose the following: 2 Selectmen for a three (3) year term; 3 Trustees of the Library for three (3) year terms; 1 Trustee of Town Trust Funds for a three (3) year term; 1 Trustee of the Robinson Fund for a seven (7) year term; 1 Trustee of the Swasey Parkway for a three (3) year term; 1 Supervisor of the Checklist for a six (6) year term; 1 Town Moderator for a two (2) year term.

ARTICLE 2: Zoning Amendment #1 "Are you in favor of the adoption of Amendment #1 as proposed by the Planning Board for the Town Zoning Ordinance as follows: Amendment Article 4, Section 4.20, Schedule I: Permitted Uses to add "Hotels" to the list of permitted principal uses in the CT-1, Corporate Technology Park-1 zone"?

ARTICLE 3: Zoning Amendment #2 "Are you in favor of the adoption of Amendment #2 as proposed by the Planning Board for the Town Zoning Ordinance as follows:" Amend Article 4, Section 4.20, Section I: Permitted Uses to add "Nursing homes, healthcare facilities and elderly congregate healthcare facilities." as a use permitted by Special Exception in the CT-1, Corporate Technology Park-1 zone"?

ARTICLE 4: Zoning Amendment #3 "Are you in favor of the adoption of Amendment #3 as proposed by the Planning Board for the Town Zoning Ordinance as follows:" Amend Article 11, Board of Adjustment by adding a new section entitled **11.40 LIMITS OF APPROVAL** to read as follows: "All approvals granted by the Board of Adjustment shall only be valid for a period of six years from the date such approval was granted; provided, however, that once substantial completion of the improvements, modifications, alterations or changes in the property or use contemplated by the applicant's petition have occurred in compliance with the terms of the approval, the rights of the owner or of the owner's successor in interest shall vest and the six year limitation of the validity of the approval shall not apply."?

ARTICLE 5: Zoning Amendment #4 "Are you in favor of the adoption of Amendment #4 as proposed by the Planning Board for the Town Zoning Ordinance as follows: Amend Article 6, Section 6.32, Epping Road Strip Management Ordinance, C-3 Districts, Subsection 2, Minimum Front Yard, Use Thereof by deleting the reference to a "frontage road", and merging the first two sentences of this subsection to read as follows: "The first 25 feet of front yard shall be kept clear of obstructions to sight and shall not be used for display of goods or signs; the next 25 feet of front yard shall be planted and landscaped and shall permit signage with a minimum setback requirement of 35'."?

ARTICLE 6: Zoning Amendment #5 "Are you in favor of the adoption of Amendment #5 as proposed by the Planning Board for the Town Zoning Ordinance as follows: Amend Article 5, Section 5.80, General Landscaping Regulations by replacing the phrase "may be required" with "shall be required"?"

ARTICLE 7: Zoning Amendment #6 "Are you in favor of the adoption of Amendment #6 as proposed by the Planning Board for the Town Zoning Ordinance as follows: Amend Article 12, Section 2.20, Definitions by adding a definition for "Retirement Planned Community", as follows: "Any development of three (3) or more detached buildings or multi-unit building(s) which is planned generally as a retirement community for elderly persons and which include legal covenants and restrictions which are designed to promote the use and occupancy of such building(s) principally by persons 55 years of age or older."?

Amend Article 3, Section 3.10, Establishment of Districts by adding a new zoning district, R-6, Retirement Planned Community, to the list of districts classified as "RESIDENTIAL"?

Amend Article 3, Section 3.20, Zoning Map by rezoning Tax Map Parcel numbers 68-6 (LaBonte property) and 88-2 (Maher property) located to the north of Route 101/51 to a new zoning district called "Retirement Planned Community" (R-6), as shown on the corresponding map"?

Amend Article 4, Section 4.20, Schedule I: Permitted Uses by adding the R-6, Retirement Planned Community district with the following uses: Permitted Principal Uses - Single unit building(s) and multi-unit building(s). Town water and sewer and underground utilities required. Permitted Accessory Uses - Any accessory use permitted in the R-1 zone. Community building and recreational facilities. Special Exception Uses - Nursing home or healthcare facility."?

Amend Article 4, Section 4.30, Schedule II: Density and Dimensional Regulations - Residential by adding new density and dimensional regulations for the R-6 District as shown in the corresponding table"?

Amend Article 5, Section 5.74 Sign Regul-

ations - Dimensional Regulations for Residential Districts by adding the R-6 zoning district"?

ARTICLE 8: Zoning Amendment #7 "Are you in favor of the adoption of Amendment #7 as proposed by the Planning Board for the Town Zoning Ordinance as follows: Amend Article 7, Section 7.40, Single Family Open Space Development - (5) Internal Setback Requirements by deleting the existing language which defines Side & Rear and replace with the following: "No structure shall be closer than ten (10) feet to a side and/or rear property line."?

ARTICLE 9: To choose all other necessary Town Officers, Auditors or Committees for the ensuing year.

ARTICLE 10: To see if the Town will vote to raise and appropriate the sum of \$34,500 for the purpose of maintaining the Town Office building, specifically to provide replacement storm windows (\$9,500), install a roof snow belt and re-shingle the roof (\$25,000) and to authorize the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 11: To see if the Town will vote to raise and appropriate the sum of \$86,000 for the purpose of cleaning the heating, ventilation, and air conditioning system at the Town Library (\$8,000), as well as providing for water proofing of the building (\$42,000), installing a humidification system (\$17,000) and retrofitting the electrical and lighting system (\$19,000), and to authorize the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and

notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 12: To see if the Town will vote to raise and appropriate the sum of \$240,000 for the purpose of repairing the portico (\$25,000), reconstructing the cupola (\$150,000) and cleaning, repointing and water proofing brick (\$65,000) at the Town Hall and to authorize the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 13: To see if the Town will vote to raise and appropriate the sum of \$40,000 for the purpose of installing a diesel exhaust removal system at the Public Safety Complex and to authorize the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 14: To see if the Town will vote to raise and appropriate the sum of \$20,000 for the purpose of renovating the Town Clerk's Office space by the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 15: To see if the Town will vote to raise and appropriate the sum of \$70,000 for the purpose of renovating the interior of

the Parks and Recreation Department by the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 16: To see if the Town will vote to raise and appropriate the sum of \$133,000, the remaining \$532,000 cost to come from State funds, for the purpose of reconstructing the Great Bridge (Water St. bridge) by the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 17: To see if the Town will vote to raise and appropriate the sum of \$400,000 for the purpose of repairing the Swasey Parkway seawall and storm drain (\$224,000), make renovations to the roadway (\$71,000), provide for regrading and landscaping (\$30,000), and replace existing lighting (\$70,000) and signage (\$5,000) by the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (A majority of the Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required)

ARTICLE 18: To see if the Town will vote to raise and appropriate the sum of \$120,000 for the purpose of engineering and rebuilding the intersection of Hampton and Guinea Roads and to authorize the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter

33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 19 : To see if the Town will raise and appropriate the sum of \$1,000,000, to be paid out of sewer fees, for the purpose of responding to the Administrative Order issued by the New Hampshire Department of Environmental Services to reduce copper and ammonia levels in the Town's sewer discharge (\$589,700), to replace the Water St. sewer collector (\$308,031) and to upgrade the capacity of the Town's sanitary sewers (\$102,269) by the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 20 : To see if the Town will raise and appropriate the sum of \$1,475,000 to complete the separation of sanitary sewer and storm water in the Court St., Elm St. areas by the issuance of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA Chapter 33) and to authorize the Selectmen to issue and negotiate such bonds and notes and to determine the rate of interest thereon. (The Board of Selectmen recommends this appropriation. A two-thirds ballot vote is required).

ARTICLE 21: Shall the Town raise and appropriate as an operating budget, not including appropriations by special warrant articles, the amounts set forth on the budget posted with the warrant, for the purposes set therein, totaling \$10,493,911? Should this article be defeated, the operating budget shall be \$10,683,497, which is the same as last year with certain adjustments required by previous action of the Town or by law or the govern-

ing body may hold one special meeting, in accordance with RSA 40:30, X and XVI, to take up the issue of a revised operating budget only. (A majority of the Board of Selectmen recommends this appropriation) Note: **Warrant Article 21 does not include articles #10 through 20 and #22 through 37 and 41.**

ARTICLE 22: To see if the Town will vote to approve the cost item included in the Collective Bargaining Agreement reached between the Selectmen and the Exeter Police Association, IBPO Local 624, which calls for the following increase in salaries and benefits: 1997 \$31,458, 1998 \$65,510 and 1999 \$114,242, and further to raise and appropriate the sum of \$96,967 for the 1998 fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits over those of the appropriation in the prior fiscal year. (The Board of Selectmen recommends this appropriation).

ARTICLE 23: Shall the Town, if Article 22 is defeated, authorize the governing body to call one special meeting, at its option, to address Article 22 cost items only.

ARTICLE 24: To see if the Town will vote to fix the annual salary of the Town Clerk at \$39,566; and to raise and appropriate the sum of \$1,153 above the sum budgeted therefore. (The Board of Selectmen recommends this appropriation).

ARTICLE 25: To see if the Town will vote to authorize the Board of Selectmen to indefinitely accept, on behalf of the Town, gifts, legacies, and devises made to the Town in Trust for any public purpose, as permitted by RSA 31:19.

ARTICLE 26: To see if the Town will vote to raise and appropriate the sum of \$27,122 to be added to the previously established Town Retirement Sick Leave Expendable Trust Fund, and to authorize the Board of Selectmen to expend such monies from said funds

as are required by the Town to meet its obligations to retiring employees. (The Board of Selectmen recommends this appropriation)

ARTICLE 27: To see if the Town will vote to raise and appropriate the sum of \$56,000 to be added to the Portsmouth Avenue Capital Reserve fund previously established. (The Board of Selectmen recommends this appropriation).

ARTICLE 28: To see if the Town will vote to raise and appropriate up to \$130,000 for the purpose of replacing the Town's fuel dispensing systems as required by New Hampshire Department of Environmental Services and to authorize the transfer of the December 31, 1997 fund balance in that amount for this purpose, such transfer will have no impact on the 1998 tax rate. (The Board of Selectmen recommends this appropriation)

ARTICLE 29: To see if the Town will vote to raise and appropriate up to \$65,000 to upgrade the Town Clerk's computer (\$30,000) and copier (\$5,000), for restoration (\$25,000) and the microfilming of documents (\$5,000), and to authorize the transfer of the December 31, 1997 fund balance in that amount for this purpose, such transfer will have no impact on the 1998 tax rate. (The Board of Selectmen recommends this appropriation)

ARTICLE 30: To see if the Town will vote to authorize the withdrawal of \$10,343 from the Ambulance Reserve Fund for the purpose of making final payment on a portable difibulator. (The Board of Selectmen recommends this appropriation).

ARTICLE 31: To see if the Town will vote to raise and appropriate the sum of \$140,721 for the purpose of continuing the Town's residential curb-side recycling program. (The Board of Selectmen recommends this appropriation).

ARTICLE 32: To see if the Town will vote

to raise and appropriate, the sum of \$26,500 for the re-construction of sidewalks and the creation of a sidewalk reconstruction program. (The Board of Selectmen recommends this appropriation).

ARTICLE 33: To see if the Town will vote to designate the Board of Selectmen as the agents to expend funds from the Town's Tennis Court Capital Reserve Fund as established in 1996. (The Board of Selectmen recommends this appropriation).

ARTICLE 34: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$75,000 to rebuild the Town's tennis and basketball courts. (A majority of the Board of Selectmen recommends this appropriation).

ARTICLE 35: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$10,000, the remaining \$40,000 to come from state funds, for the purpose of reconstructing sidewalks on Main St. (The Board of Selectmen recommends this appropriation).

ARTICLE 36: To see if the Town will vote to raise and appropriate, through special warrant article, the sum of \$35,000 to reconstruct the Winter St. Cemetery wall, provide for enhanced park maintenance, and the preparation of a Park Maintenance Program. (The Board of Selectmen recommends this appropriation).

ARTICLE 37: To see if the Town will vote to establish a Capital Reserve Fund under the provisions of Revised Statutes Annotated 35:1 for the purpose of future Bus Replacement for the Parks & Recreation Department, and to raise and appropriate the sum of \$10,000 to be placed in this fund and to designate the Selectmen as agents to expend. (The Board of Selectmen recommends this appropriation).

ARTICLE 38: To see if the Town will vote to enact the following bylaws pertaining to

tattooing and body piercing pursuant to N.H. RSA 31:39,I(m), to be enforced by the Town of Exeter Health Officer:

The purpose of these bylaws is to protect the safety, health and welfare of the general public and not to protect the personal or property interests of individuals.

(1) Tattooing shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.

(2) Branding shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.

(3) Permanent make-up shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.

(4) Body piercing shall be prohibited in the Town of Exeter unless performed by a physician licensed to practice medicine in the State of New Hampshire.

(5) Exemptions

A. These Bylaws shall not apply to physicians licensed to practice medicine in New Hampshire and those they directly supervise as part of their practice.

B. These Bylaws shall not apply to those novelty or jewelry stores in the business of ear piercing with the use of a piercing gun. These establishments shall use proper procedures and sanitization practices as required by OSHA (Occupational Safety and Health Administration) regulations. These establishments shall be prohibited from performing body piercing at other sites except ears.

(6) Penalty: Violations of these Bylaws are subject to a civil penalty of \$100 for each day

a violation is found to continue after conviction date or after the date on which the violator receives a written notice from the Health Officer that the violator is in violation, whichever occurs earlier. Also, endangering the welfare of a child or incompetent is a violation considered a misdemeanor under N.H. RSA 639:3.

(7) These Bylaws may be enforced by an action brought by the Town of Exeter Health Officer in a court of competent jurisdiction.

ARTICLE 39: To see if the Town will vote to enact the following bylaws:

Pursuant to the enabling authority granted under N.H. RSA 31:39, I, (j), sanitary conditions of restaurants within the limits of the Town of Exeter are to be regulated in accordance with Sanitary Food Code regulations adopted pursuant to N.H. RSA 147:1, II, and pursuant to N.H. RSA 31:39, I, (k), licenses issued by the Town Health Officer or designee, shall be required of restaurants and other food serving establishments within the Town limits in accordance with the licensing mechanism set forth in HeP 2300, the New Hampshire Rules for the Sanitary Production and Distribution of Food, as same currently exist, with the Exeter Board of Health (the Board of Selectmen) to act as the body to hear any appeals from licensing decisions made by the Town Health Officer or designee. Adoption of updates or revisions to such HeP 2300 licensing mechanism is hereby delegated indefinitely to the Board of Selectmen.

ARTICLE 40: To see if the Town will vote to discontinue the following portion of Garrison Lane: commencing at a point approximately 1,100 feet northerly of Brentwood Road, adjacent to the southeasterly bound or corner of Tax Map 56, Lot 2 and continuing in a northwesterly and northeasterly direction following the existing course of Garrison Lane to a point approximately 1450 feet westerly of Epping Road, at the southwesterly

boundary of Tax Map 47, Lot 4-1. Such discontinuance shall not take effect unless the Planning Board approves prior to the March, 1999 Town Meeting, a subdivision of Tax Map 46, Lot 1, Tax Map 56, Lots 2 and 3, all of which lots are owned by Rockingham Economic Development Corporation.

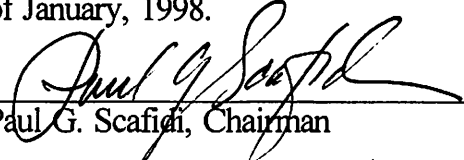
ARTICLE 41: To see if the Town will vote to raise and appropriate the sum of \$60,000 for the purpose of expediting the repair and reconstruction of roads. (The Board of Selectmen recommends this appropriation).

ARTICLE 42: On petition of Gail E. Morse and others to see if the Town will raise and appropriate the sum of \$2500 for the purpose of establishing a program which deals with the control of mosquitoes by natural predators or other natural means. (*The Board of Selectmen does not recommend this appropriation*).

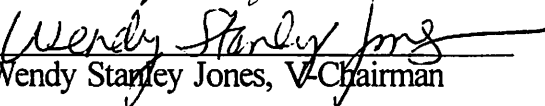
ARTICLE 43: On petition of Benjamin Labb and others to see if the Town will appropriate funds or warrant article for mosquito control for 1998. Due to increased residential developments in Exeter and the Exeter area, we have intruded on environs that housed natural mosquito predators, such as dragonflies, damselflies and several insectivorous birds. Protection of townspeople from mosquito-transmitted diseases such as Lyme and Human Encephalitis is of utmost importance.

ARTICLE 44: To transact any other business that may legally come before said meeting.

Given under our hands and seals this 19th day of January, 1998.



Paul G. Scafidi, Chairman



Wendy Stanley Jones, V-Chairman



Ann-Marie Bailey, Clerk



Paul A. Binette


Robert H. Rowe

BOARD OF SELECTMEN

We certify that on the 23rd day of January, 1998, we caused a true copy of the within warrant to be posted at the Exeter Town Hall on Front Street, the Exeter Public Library at Founders' Park and the Town Clerk's Office.



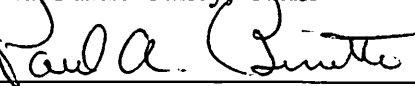
Paul G. Scafidi, Chairman



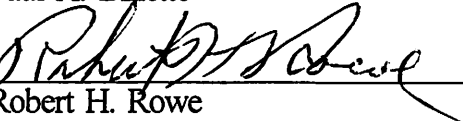
Wendy Stanley Jones, V-Chairman



Ann-Marie Bailey, Clerk



Paul A. Binette



Robert H. Rowe

BOARD OF SELECTMEN

Tax Abatements, Veterans Credits & Exemptions

List for Select Board meeting February 22, 2021

Veteran Credits

<u>Map/lot</u>	<u>Location</u>	<u>Amount</u>	
27/12/4	6 Rinny Lane	5,000.00	2 vets/disable
68/6/534	5 Sterling Hill Ln U534	2,500.00	vet/disable

Elderly Exemptions

<u>Map/lot</u>	<u>Location</u>	<u>Amount</u>
64/105/86	86 Hayes MH Pk	152,251

Solar Exemption

<u>Map/lot</u>	<u>Location</u>
19/16/10	2 WOODRIDGE LN
83/86	69 Court St
64/72	5 Haven Ln
82/34	23 Linden St

Permits and Approvals



EXETER PARKS & RECREATION

32 COURT STREET • EXETER, NH • 03833 • (603) 773-6151 • www.exeternh.gov



TOWN OF EXETER MEMORANDUM

TO: Melissa Roy, Interim Town Manager
CC: Doreen Chester, Finance Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Brickyard Storage Shed
DATE: 02/22/2021

The Exeter Parks and Recreation Department requests permission to use the Park Improvement Fund to replace the storage shed at Brickyard Park.

The storage shed at Brickyard Park is in abysmal condition. The metal structure no longer provides weather-tight coverage for the equipment; the floor is rusted out (creating a safety hazard), and the size of the storage shed is inadequate for the equipment needed. We recommend replacing the metal structure with an 8'x10' wooden shed. If approved, we will order the shed in early March as it takes 6-8 weeks for delivery.

We received the following quotes:

1. Reeds Ferry Sheds: \$3,419.00
2. Shedmaster: \$2,749.00
3. JD's Shed: \$2,400.00

Exeter Parks and Recreation recommends "JD's Shed" for the purchase and delivery of the shed.

Motions:

To make a motion to allow the Parks and Recreation Department to expend \$2,400 from the Parks Improvement Fund by contracting with "JD's Shed" for the purchase of a storage shed for Brickyard Park.

Respectfully yours,
Greg Bisson
Director
Exeter Parks and Recreation



EXETER PARKS & RECREATION

32 COURT STREET • EXETER, NH • 03833 • (603) 773-6151 • www.exeternh.gov



TOWN OF EXETER MEMORANDUM

TO: Melissa Roy, Interim Town Manager
CC: Doreen Chester, Finance Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Gilman Park fencing replacement & tree install
DATE: 02/22/2021

Gilman Park continues to be a park that needs immediate attention.

Fencing:

The Gilman Park guardrail fence is in disrepair and becoming a safety hazard. This barrier is integral in preventing vehicle access to the greenspace at Gilman Park. The fence is falling in places, causing screws and nails to be exposed. Exeter Parks and Recreation recommends replacing the fencing with the same style guard rail fencing pictured below. The new fence will allow pedestrian foot traffic, and several new trees will enhance the park's aesthetic.

We received the following quotes:

1. AAA Fencing: \$12,500
2. 125 Fence: \$16,640.00
3. Brentwood Fence: \$17,860.00

Exeter Parks and Recreation recommends AAA Fencing Inc. for \$12,500 to replace the Gilman Park guard rail fence.

Trees:

Exeter Parks and Recreation worked with the Exeter Tree Committee to select native trees to plant along the new fence line. Stratham Circle Nursery is providing the trees at wholesale pricing. A single tree costs \$350, and 10 are needed to complete this project. All planting will be coordinated with Stratham Circle Nursery and done in-house with volunteer assistance from Dave Short, resident and owner of Stratham Circle Nursery.

Watering is essential when planting any new tree. Exeter Parks and Recreation uses a product called the TreeDiaper®, a watering system that consistently takes the worry out of watering trees. TreeDiaper® is an advanced hydration system that acts as a soil moisture stabilizer for young trees. Unlike a standard watering bag that must be filled regularly, the TreeDiaper® can catch and retain rainwater before releasing it very slowly, allowing for low maintenance and increased survival for young trees, even in inhospitable growing conditions. This product also protects from weed growth, extreme temperatures and deters stormwater runoff pollution. TreeDiaper® is made from materials similar to those used in disposable diapers. Several case studies show the success this product offers (<https://www.treed diaper.com/casestudy-urban-planting-land.cfm>). The cost per TreeDiaper® is \$62.99 (bulk pricing), and each is expected to last for years.

Motions 1:

To make a motion to allow the Parks and Recreation Department to expend \$12,500 out of the Parks Improvement Fund to contract AAA Fencing Inc., Dover, NH to replace the Gilman Park Fencing.

Motion 2:

To make a motion to allow the Parks and Recreation Department to expend \$3,500 out of the Parks Improvement Fund to contract with Stratham Circle Nursery to purchase ten trees for Gilman Park.

Motion 3:

To make a motion to allow the Parks and Recreation Department to expend \$755.88 out of the Parks Improvement Fund to contract with Zynovation Inc. to purchase 12 TreeDiaper® for Gilman Park.

Respectfully Yours,

Greg Bisson

Director

Exeter Parks and Recreation

Current Fence:



Recommended Fence:



Correspondence



The Senate of the State of New Hampshire

107 North Main Street, Concord, N.H. 03301-4951

2/19/2021

Dear Select Board,

Due to the Windham election night recount result variances, we at the New Hampshire Senate have authorized, through Senate Bill 43, an audit of the District 7, State Representative results of 11/3/2020.

This audit shall include 100% of the ballots cast on 11/3/2020, as well as the same ballot counting devices. Please note, " *The audit shall be a test of the ballot counting devices, not a recount of the results of the election. The results of this audit shall not alter the official results of the Rockingham County district 7 state representative race as determined by the ballot law commission ruling on November 25, 2020, upholding the recount of that race.*"

In order to have as much transparency as possible and to restore voter confidence in fair elections, the audit will be conducted in public and live streamed.

The Attorney General and Secretary of State shall issue a report in conclusion and forward it to the Ballot Law Commission for recommendations. The Legislature will anxiously be waiting for those results and determine future action if needed.

Senate Bill 43 has passed the Senate and will now be heard in the House where we expect swift passage to expedite the audit.

Thank you for your advocacy and dedication to the citizens of New Hampshire. Please do not hesitate to contact my office should you have any questions.

Sincerely,

Senator Bill Gannon
Senate District 23
603-271-3077

SB 43 - AS AMENDED BY THE SENATE

02/18/2021 0432s

2021 SESSION

21-0405
11/08

SENATE BILL **43**

AN ACT authorizing an audit of the Rockingham County district 7 state representative race.

SPONSORS: Sen. Gannon, Dist 23; Sen. Avard, Dist 12; Sen. Bradley, Dist 3; Sen. Ricciardi, Dist 9; Sen. Giuda, Dist 2; Rep. Piemonte, Rock. 4; Rep. Baldasaro, Rock. 5; Rep. Welch, Rock. 13

COMMITTEE: Election Law and Municipal Affairs

AMENDED ANALYSIS

This bill authorizes an audit of the Rockingham county district 7 state representative race.

.....

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears [~~in brackets and struck through.~~]
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty One

AN ACT authorizing an audit of the Rockingham County district 7 state representative race.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 1 Findings. Rockingham County district 7 state representative election night results and the
2 results of a state recount declared the same candidates elected. On appeal, the recount was upheld
3 by the ballot law commission. Those results were certified to the New Hampshire house of
4 representatives. The house of representatives have seated those winners of the election. The
5 election results are therefore final; however, questions have been raised regarding the variance
6 between the election night results and the recount results. This act authorizes an audit which will
7 respond to those questions.

8 2 Applicability. This act is limited to authorizing an audit of the Rockingham County state
9 representative district 7 race from the November 3, 2020 general election.

10 3 Audit Authorized.

11 I. Notwithstanding any provisions of law to the contrary, the secretary of state and attorney
12 general are authorized to conduct an audit of the Rockingham county district 7 state representative
13 race using the ballots cast on November 3, 2020, in Windham, New Hampshire. The audit shall
14 include hand counting 4 separate sets of ballots from the Rockingham county district 7 state
15 representative race. To allow for a direct comparison of the results from the 2 systems for counting,
16 the audit hand count shall include all counts done by the ballot counting device, including votes cast
17 for candidates on the ballot, write-in votes, and blanks or undervotes. The same sets of ballots shall
18 be counted using a different ballot counting device for each set. The audit shall use the 4 ballot
19 counting devices used by the town of Windham on November 3, 2020. The audit shall compare the
20 results from each device to the results from hand counting the same set of ballots. The secretary of
21 state and attorney general shall determine, in their discretion, the manner and process for
22 conducting the audit.

23 II. The audit shall be a test of the ballot counting devices, not a recount of the results of the
24 election. The results of this audit shall not alter the official results of the Rockingham County
25 district 7 state representative race as determined by the ballot law commission ruling on November
26 25, 2020, upholding the recount of that race.

27 III. The audit shall be conducted in public and shall be live streamed. The methodology and
28 results of the audit shall be made public.

29 IV. The secretary of state and the attorney general shall issue a report to the ballot law
30 commission with a conclusion regarding whether the ballot counting devices accurately counted the

SB 43 - AS AMENDED BY THE SENATE

- Page 2 -

1 sets of ballots audited. After receiving the report and pursuant to its authority under RSA 656:41,
2 the ballot law commission shall make a determination as to whether the ballot counting device in
3 use requires upgrading.

4 V. The secretary of state and attorney general are granted authority to unseal the ballot
5 boxes from the town of Windham's November 3, 2020 general election in order to conduct the audit.

6 4 Effective Date. This act shall take effect upon its passage.

Hello Mr Bisson,

We spoke a couple of months back. Hope all is well. I am a member of the Exeter Area General Federation of Womens 'Club, EAGFWC. In our discussion, you graciously offered to propose the utilization of a Little Free Library to the town board on our behalf, as follows:

Our club would like to establish a Little Free Library in an appropriate area that has good exposure and is convenient to users.

EAGFWC would register the box with the Little Free Library Organization. We would supply and maintain the actual Little Library (see below). The club committee members feel that the Recreation Park on Hampton Road would be ideal.

Greg, if you recall our conversation, you agreed that this would align with the children's summer program at the recreation center.

The following link will give you some information about Little Free Library - <https://littlefreelibrary.org>. Also this link addresses COVID19.

[https://us7.campaign-archive.com/?u=0bf7d647113bc6ffed6f095f1&id=d25b8099ba&e=\[UNIQID](https://us7.campaign-archive.com/?u=0bf7d647113bc6ffed6f095f1&id=d25b8099ba&e=[UNIQID)

Our group has been serving the Exeter Community for over 70 years, and our commitment to community improvement projects has always been present. I look forward to hearing back from you with any information that I can share with the Committee Club members relative to the feasibility of this project. I will also forward any suggestions that you may offer for the ultimate location for a Little Free Library.

Please contact me with any questions or concerns.

Regards and Happy New Year!

Diana Perry
lagperry@comcast.net
781-592-1435





February 5, 2021

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

Re: Programming Advisory

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As part of that ongoing commitment to keep you informed, we wanted to update you on the following:

Effective March 23, 2021, FS2 will be available as part of the Expanded Basic and Sports & News packages.

Effective April 6, 2021, HD programming subscriptions and compatible equipment will be required to view the Revolt and Aspire channels. To learn more visit www.xfinity.com/HowItWorks.

Effective April 13, 2021, Cartoon Network will no longer be available with Expanded Basic or Kids and Family. It will be available with Digital Preferred. To learn more visit www.xfinity.com/HowItWorks.

Please feel free to contact me at Thomas_Somers@cable.comcast.com should you have any questions.

Very truly yours,

Jay Somers

Jay Somers, Sr. Manager
Government Affairs

Town Manager's Office

FEB 10 2021

Received

FEB 12 2021

February 10, 2021

Received

RE: Town Website Link Policy

To Whom it May Concern,

My name is Matt Goodwin, I am the owner of Modern Concepts in Brookline, New Hampshire. I have been a website developer for over 20 years. I am writing to request the Board of Selectmen consider making a small policy change that can significantly help businesses in your town, and all of New Hampshire.

For several years I volunteered my services for a small NH town government as a member of the website committee. Amongst other things, I managed the incoming requests for links as part of my day-to-day routine. Many of these links were businesses from out-of-state, and sometimes out of the country. While some of these links were relevant, we chose to look for alternative local businesses to link to instead.

Since then, I have seen many New Hampshire government websites linking to out-of-state businesses. These links are placed by the undoubtedly well-intentioned people managing town websites, and in many cases completely unaware of the unintentional damage being caused to local businesses, and your own town and state economy.

To explain a little further...

If our local government websites provide links to out-of-state businesses, they not only send traffic to these websites through those links, but also due to the fact that linking to these websites would give them more "power" on almost every major search engine, which negatively impacts local businesses when someone searches on Google, Yahoo, Bing, or any other search engine. To make matters worse, the higher these out-of-state websites rank on search engines, the more other websites will link to them. This, again, causes more damage to local businesses. If that wasn't enough, many of these impacted businesses then have to pay the out-of-state search engines and social media giants money to advertise just to keep their business competitive, even further negatively impacting their business. The damaging effects are deep and far-reaching. What looks like a simple link, relevant or not, causes a lot of financial damage to local businesses. Just a single link can make the difference of a business in your town being more successful.

While this may not impact all local brick and mortar businesses, it severely impacts all businesses who depends on online sales of products and services, like my own business of web development, and my New Hampshire travel and tourism related websites. My business is 100% dependent on online sales as are many others these days. During the COVID-19 pandemic, travel and tourism has been hit hard. Competing for New Hampshire travel and tourism information with companies from out-of-state, and out-of-the-country has really had a major impact on my business. I write this letter not only for myself, but for the thousands of other New Hampshire businesses that depend on online sales who are also being affected by this. Many of these businesses have no idea the reasons why they are competing with these out-of-state businesses.

We are all in this together, I am hoping to use my knowledge to make a difference for all New Hampshire businesses. If more New Hampshire businesses succeed, we all benefit!

What I would like to propose is your town consider adopting or amending your website link policy to link to local town and NH businesses only whenever possible, or at least take this under consideration when receiving link requests. Also, check the links you currently have on your town website to see if there are any out of state links. If so, check for a local option instead. Maybe someone in your town offers the same service or products that you could link to instead. Removing those out-of-state links would ease the damage being caused almost immediately. And adding local links would be even more beneficial to your local businesses. This is simply the easiest and fastest way to help New Hampshire businesses.

Additionally, I would also encourage you to add links to businesses in your town in the form of a local business directory if you don't already. This is becoming more popular with towns which is great to see!

Here are my New Hampshire websites for reference. Please feel free to link to them if you feel they would benefit your residents in some way:

**<https://ModernConcepts.website>
<https://NHTourGuide.com>
<https://KancamagusHighway.com>
<https://NHTrafficCams.com>
<https://SuncookValley.com>**

If you have any questions, please feel free to email, call, or text me. I will give free advice on this topic to anyone who is managing your town's website. I look forward to raising awareness of this issue for New Hampshire businesses!

Thank you, I really appreciate your time and consideration!

**Matt Goodwin
Modern Concepts
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603-396-8841
mattgoodwin@modernconcepts.org**



Town Manager's Office

FEB 16 2021

Received

February 11, 2021

Town of Exeter
10 Front St
Exeter, NH 03833

Dear Town of Exeter,

On behalf of the members and trustees, the community, and visiting researchers, I would like to thank you for your recent gift to the Exeter Historical Society.

Accession# 2021.03

Donation:

Archaeological notes, photographs and report on artifacts recovered by Independent Archaeological Consulting, 2017 during Phase IB investigation for proposed (later completed) Town of Exeter force main project along Swasey Parkway.

Thank you,

Barbara Rimkunas

Barbara Rimkunas
Curator



This is to acknowledge the transfer of one (1) box of artifacts and associated archaeological notes, photographs and report to the Exeter Historical Society for permanent curation. IAC recovered the artifacts in 2017 during their Phase IB intensive archaeological investigation of the proposed Town of Exeter Force main project area along Swasey Parkway and 2018 construction phase monitoring.

Matthew M. Berube
Matt Berube
Acting Water & Sewer Managing Engineer
Department of Public Works

Date 9/10/18

Jessica Copellie
for IAC

Date 9/7/18

rec'd 1-28-2021 B. Rinkunas
Curator for EHS