

Select Board Meeting
Monday, March 1st, 2021, 6:30 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/82611007367>
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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. Non-Public Session
3. Board Interviews
4. Public Comment
5. Proclamations/Recognitions
6. Approval of Minutes
 - a. Regular Meeting: February 22, 2021
7. Appointments – Arts & Culture Advisory Commission
8. Discussion/Action Items
 - a. Moderator's Update – Town Voting 3/9/21 – Paul Scafidi, Moderator
 - b. Great Bay Nitrogen Presentation – Jennifer Perry, Public Works Director
 - c. Covid Update – Chief Eric Wilking, Fire & Emergency Services; James Murray, Health Officer; Chief Stephan Poulin, Police; Deputy Chief Mike Munck, Police
 - d. EMT Lifepack 15 – Justin Pizon, Assistant Fire Chief
 - e. Event Permit Update – Greg Bisson, Parks & Recreation Director
9. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Select Board Committee Reports
 - e. Correspondence
10. Review Board Calendar
11. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted: 2/26/21 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 hour notice.

AGENDA SUBJECT TO CHANGE

Minutes
February 22, 2021

Select Board Meeting
Monday February 22, 2021
7 PM
Remotely via Zoom
Draft Minutes

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Lovey Roundtree Oliff, Daryl Browne, Niko Papakonstantis, and Melissa Roy, the Interim Town Manager, were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 7 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. There were no board interviews at this meeting.

3. Public Comment

a. There was no public comment at this meeting.

4. Proclamations/Recognitions

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

5. Approval of Minutes

a. Regular Meeting: February 8, 2021

MOTION: Ms. Oliff moved to approve the minutes of February 8, 2021 as presented. Ms. Gilman seconded. By a roll call vote, all were in favor.

6. Appointments

a. Jason Fritz, currently Deputy Chief of the Fire Department, has been nominated as Deputy Health Officer.

MOTION: Mr. Browne moved to appoint Jason Fritz as Deputy Health Officer for a term to run 3 years concurrently with that of the current Health Officer. Ms. Oliff seconded. By a roll call vote, all were in favor.

7. Discussion/Action Items

a. COVID 19 Updates

i. Principal Bill Rawson of PEA

Mr. Rawson said that 75% of students returned to campus Feb 11 - 13. 25%, or 250 students, chose to stay home for the winter term; they will mostly return in March, when all but 50 students will be on campus for the rest of the spring term. All the students were tested before travelling. 13 students were found positive before coming and stayed home. Everyone was tested on day of arrival with a rapid PCR test before entering the dorms; there were 4 positives on the day of arrival, but they didn't have close contacts. Since then, there has been twice weekly testing for all students and adults on campus using "Pooled Saliva Testing." The Covid dashboard on the website is updated every day. There are six active cases on campus and 3 active cases off campus. 23 students are quarantining, 15 of whom are in the quarantine unit off of Water Street. There will be no interscholastic athletics in the winter term. The PEA trails were open when students were away, but are currently closed again. They continue to not allow students to go into town, but they are ordering food in to support local businesses. The first event that may bring people to campus is graduation, which is scheduled for June 6; they're currently trying to plan the logistics.

Mr. Browne asked for more information about Pooled Saliva Testing. Mr. Rawson said they pool 24 samples to test; if there is a positive in the batch, they narrow down the testing. It's quicker and less expensive than testing each sample, although they have to send it out to a lab rather than do it on-site as with the PCR test.

Mr. Papakonstantis asked how residents can monitor the availability of the PEA trails. Mr. Rawson said he can have the Director of Facilities, Mark Leighton, coordinate with the town.

ii. Fire Chief Eric Wilking

Chief Wilking said that NH was down to 2,700 Covid cases last week, which is moving in the right direction. There was a daily rolling average of 350 new cases. They're hoping that it continues trending downward; the continued vaccinations should help. There were 34 deaths in NH this week, 14 of which were in Rockingham County. Exeter has had 50 - 60 new cases a week recently, but last week it was down to 30 residents. There are also 25 cases they're still monitoring in town. Exeter is by far the town with the fewest positive cases in the top 20 populated towns in NH.

They're continuing the weekly PCR rapid tests at the Fire Department, but have not received a positive test result since the holidays. They will continue to test until the end of March; most first responders have been vaccinated, so the State is winding down that testing program. They have received numerous calls, maybe 20 a day, from residents looking for help with the vaccination process, but they don't have any special connections and can't schedule it for them. EHS is still the regional vaccination site, but there are rumors that the State may be looking for an alternate site after March 1st. Onsite vaccinations will be starting at 277 Water Street next week, and there will be another 8 - 10 facilities that the FD

will be helping with. Some town employees have tested positive, but they are recovering.

iii. James Murray, Health Officer

Mr. Murray said there were low hospitalization numbers in the state, back to a post-Thanksgiving level. There have been some complaints regarding businesses not following the mask ordinance, but overall complaints are very low.

iv. Jennifer Perry, Director of Public Works

Ms. Perry said that Public Works had to quarantine a good percentage of its staff last week. They worked with Mr. Murray to develop a "quarantine in truck" policy so employees could work during the storms and a water main break. All employees returned this week.

b. Public Works & Planning - Solar Array at Public Works

Sarah Greenshields from Revolution Energy and Ned Reynolds from Revision Energy were present to discuss the solar array proposal. Revolution's offer, which was formalized in December, is an early purchase to the town for \$65,000 now in year 8, a significant savings from the previous offer of \$75,000 in 2022. The life of the panels is estimated to be 40 years. One thing is broken, but they have agreed to address it.

Mr. Papakonstantis said wasn't budgeted and they proposed using Sewer Reserve Fund monies. Would that be taking away from anything else? Ms. Perry said the reserves are savings in advance of payment for the WWTP, but the town has used reserves in the past for things that were needed on the water or wastewater side. \$65,000 is minor and shouldn't affect the reserve status or future payments. The sooner they do it, the more savings they'll have. The solar array is powering the WWTP, so it should come out of Sewer. If the town sells any solar credits, the proceeds will go to the Sewer Fund.

MOTION: Ms. Cowan moved to authorize the 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. Ms. Gilman seconded. By a roll call vote, all were in favor.

c. Public Works - Great Bay Permit

Attorney Adam Dumville of McLane Middleton, the Town Attorney on environmental issues, was present to discuss the Great Bay Permit. Ms. Perry said the draft general permit was presented last year and was a challenging one for the town to sign onto. It included very low nitrogen water quality goals that would have been difficult to achieve. The towns that discharge to Great Bay wrote comments to the EPA, and they did listen and made significant modifications. Final permit was out in November 2020, and offers an opt-in to the permit, which takes an adaptive approach to improving. The

permit is effective Feb 1, and if the town wishes to opt in it needs to do so before April 1. The town staff and attorney feel that signing onto the general permit is to the town's advantage. The EPA will do away with the administrative order of consent which has been in place for many years. It also provides an opportunity for communities to work together to improve water quality. An Inter-Municipal Agreement (IMA) would allow 13 communities to work together on water quality monitoring in a collaborative manner. This has been reviewed by the Attorney General, and Attorney Dumville has reviewed it along with Newmarket. Attorney Dumville said they should consider opting into the general permit now but delay the IMA to allow the Board to review the proposal. There's no specific deadline, but there will be an organizational meeting in April that they should be at if they want a seat at the table.

MOTION: Ms. Gilman moved to approve the town of Exeter to opt into the General Permit and submit the notice of intent prior to the April 1, 2021 deadline. Ms. Cowan seconded. By a roll call vote, all were in favor.

Ms. Perry said they will come back on March 15 to discuss the IMA.

d. Public Works - Drought Update

Ms. Perry said drought conditions haven't changed significantly. The region is still considered abnormally dry. Public Works recommends continuing with the level 2 restriction of every other day watering, in order to keep water usage in a reasonable place in spring. They encourage people to be conservative with their water use overall.

e. Public Works - Mr. Fox Composting

Ms. Perry discussed the proposed composting pilot program. Under this partnership with Mr. Fox Composting, residents could bring their compost to the transfer station for free and Mr. Fox would take it to an offsite facility. Commercial composting can handle any food items, including meat and bones. It will cost the town \$120.77 a month for two 64 gallon bins, and Mr. Fox would come weekly to take them. This is cheaper than solid waste disposal.

- i. Chetana Parmar, chair of the Sustainability Advisory Committee, read a statement in support of the proposal:

On Tuesday 02 February 2021 at our monthly Sustainability Advisory Committee meeting, we had Jennifer Perry, DPW to present and talk about Recycling in Exeter. With the need to reduce the amount of landfill waste, the team has been looking at options. Making composting available to Exeter residents would certainly assist in this.

According to the EPA, 30% of waste that is landfilled can be composted. By removing organics from the landfill also reduces the greenhouse gases as well as the waste tonnage fees. Making composting available will allow Exeter residents to reduce the amount of solid waste that is landfilled and thus allow extending the life of the blue bags before

being landfilled. So, residents would not be using as many blue bags as they may be doing currently.

Offering a single place for compostable materials to be discarded will allow the Transfer station to monitor the uptake of the service as well as ensure residents are aware of what types of waste can be placed in the compost bins. Avoiding contamination is key to the success of the program.

Our neighboring towns: Newmarket, Dover, Durham are all offering composting through Mr. Fox. And they all report great success. Newmarket said that the program has been hugely successful and they said that they have on average composted about 38 tons per year. They are adding a 3rd composting bin as the number of residents using the service is increasing.

After a period of time, it would be beneficial to consider another location of a compost bin to allow easy access to residents in different part of the Town.

It is a win-win situation for the town of Exeter and a step to sustainability. It allows individuals to play their part in reducing our waste that end-up in landfill. Please support composting and this program.

The SAC fully supports DPW and will work with them to ensure the program and service offered is used appropriately and is a success.

Ms. Cowan said she feels this is a great opportunity.

Ms. Gilman asked how successful the resident separation of trash versus recycling has been. Ms. Perry said it's an ongoing challenge to keep contamination out of recycling bins.

Ms. Oliff asked if they'd spoken with Adam Webster of Compost Bionics, who was working with PEA. Ms. Perry said they didn't have any other conversations with composting companies besides Mr. Fox, although they could if that was the Board's wish. Ms. Oliff said she didn't feel that wasn't necessary.

Ms. Perry added that regarding recycling, Waste Management is now accepting plastic clamshell containers for produce and other food items. Plastic numbers 1, 2, and 5. Ms. Oliff suggested that the recycling bins should say what is recyclable, perhaps with a sticker.

Mr. Papakonstantis acknowledged the DPW's quick response to emails from residents about Waste Management.

f. Health Department - Tattoo Ordinance

James Murray said he received an inquiry on Feb 16 on the requirements to open a tattoo business in Exeter, which is not allowed per town ordinance. They've had similar inquiries in the past, but this individual asked if the rule could be reassessed by the town.

There was a warrant article in 1998, Article 38, which prohibited tattoo establishments, and the ordinance was passed by the Select Board in 2012,

although they can't find a signed copy. Ms. Gilman, who was on the Board at that time, said there would have been the usual three readings but there may not have been a signing.

Mr. Murray said he looked at what other self-inspecting towns do. Our ordinance is based on a State RSA that only allows a physician to give tattoos, but other towns have changed it and allow their health officer to inspect and license the businesses. Times change, and a lot of other communities allow it. There was concern about tattooing and public health in 1998, but not so much now. There may be private health concerns about sanitary practices, but that doesn't affect the public health of the community.

Ms. Oliff said this ordinance sounds archaic and they should update it. Ms. Cowan asked if that would require a vote, since it was a vote of the town to ban it. Mr. Papakonstantis said it would at least require three public readings. Ms. Gilman said it should be a town vote, as the Board only formalized the decision of the Legislative Body.

Ms. Oliff asked if Mr. Murray would be the contact person for tattoo shops opening up to ensure they're following regulations. Mr. Murray said that would be up to the Select Board. He could draft an ordinance. Other self-inspecting towns do perform inspections, and he can follow up with those Health Officers for more information. Ms. Gilman said they won't be able to bring it up for a vote until next March, so they have time to work on it.

Ms. Cowan said they should also take a look at other things on the books that don't make sense anymore. Mr. Papakonstantis said that should be one of the Board's goals for this year.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve a Veterans Credit for 27/12/4 in the amount of \$5,000 for two disabled veterans. Ms. Oliff seconded. By a roll call vote, all were in favor.

MOTION: Ms. Gilman moved to approve a Veterans Credit for 68/6/534 in the amount of \$2,500. Mr. Browne seconded. By a roll call vote, all were in favor.

MOTION: Ms. Gilman moved to approve an Elderly Exemption for 64/105/86 in the amount of \$152,251. Ms. Cowan seconded. By a roll call vote, all were in favor.

Ms. Gilman read the solar exemptions: 19/16/10, 83/86, 64/72, and 83/34.

b. Permits & Approvals

Greg Bisson of Parks and Rec said they are looking to purchase a new shed at Brickyard Park. The current shed is from the 1980s; the functionality is no longer there and it's a safety hazard. They're requesting to use Park Improvement Funds for a shed. They received three bids and are recommending JD's Shed to be awarded bid for an 8x10 shed at Brickyard Park.

MOTION: Ms. Oliff moved to approve \$2,400 from Parks Improvement Fund to contract with JD's Shed for the purpose of a storage shed at Brickyard Park. Ms. Gilman seconded. By a roll call vote, all were in favor.

Mr. Bisson discussed a proposed renovation to Gilman Park. They will be replacing fencing and adding 10 trees with "Tree Diapers". They are working with the Tree Committee to select native trees.

MOTION: Ms. Gilman moved to allow Parks and Rec to expend \$12,500 from the Parks Improvement Fund to contract AAA Fencing Inc from Dover NH to replace the Gilman Park fencing. Mr. Browne seconded. By a roll call vote, all were in favor.

MOTION: Ms. Gilman moved to expend \$3,500 from the Parks Improvement Fund to contract with Stratham Circle Nursery to purchase 10 trees for Gilman Park. Ms. Cowan seconded. By a roll call vote, all were in favor.

MOTION: Ms. Gilman moved to expend \$755.88 from the Parks Improvement Fund to contract with Zynovation Inc to purchase 12 Tree Diapers for Gilman Park. Mr. Browne seconded. By a roll call vote, all were in favor.

c. Town Manager's Report

i. Interim Town Manager, Ms. Roy did not have a report.

d. Select Board Committee Reports

- i. Mr. Browne had a Police Stakeholders Committee meeting. They heard a presentation on the One Mind mental health program, in which Officers are trained in a suicide gauging system. They're meeting again tomorrow. There's also a Communications Committee meeting tomorrow. Facilities met on housekeeping issues, and talked about the 10 -15 year scope of building projects.
- ii. Ms. Oliff said the Housing Committee met Friday, where they discussed affordable housing for Exeter residents. They heard from companies who said if Exeter can't come up with affordable housing for their employees they may have to relocate.
- iii. Ms. Gilman had an HDC meeting, but there was not much discussed. In the Heritage Committee, there was virtual meeting on the Park Street Heritage Area. She also gave the Board an update on State issues.
- iv. Ms. Cowan had a Planning Board meeting, where they discussed a yield plan for the Griset property. She encouraged anyone interested in affordable housing to look at the proposal. She asked that the town put info about absentee ballots on the website. Residents are still allowed to vote absentee for Covid reasons. The town election is March 9. Mr. Papakonstantis said Mr. Scafidi will do another PSA about voting on Channel 22, and will be at the Select Board meeting next week.
- v. Mr. Papakonstantis had no meetings this week.

e. Correspondence

- i. A proposal from the Exeter Women's' Club regarding a donation of a "Little Free Library" to the Rec Park. Mr. Bisson said the club will install and maintain it, as well as sanitize any books inside.

MOTION: Ms. Cowan moved to accept the donation of a Little Free Library from the Exeter Women's Club, Ms. Gilman seconded. By a roll call vote, all were in favor.

- ii. A memo from the State about the Windham Election recount.
- iii. A letter from Xfinity on programming changes.
- iv. A letter from Web Developer, Matt Goodwin regarding town website policy. Mr. Papakonstantis said he would like to sit down with IT and Darren Winham to review the letter.
- v. A thank you letter from the Exeter Historical Society.

Mr. Bisson said there are currently 108 registrants for Summer Camp, with a of a maximum of 220. They are giving Exeter residents the first chance to register.

9. Review Board Calendar

- a. The next meetings are March 1, March 15, and March 29.

10. Non-Public Session

MOTION: Ms. Cowan moved to enter into Non-public 91-A:311(a). Ms. Oliff seconded. By a roll call vote, all were in favor, and the meeting entered non-public at 9:00 PM.

11. Adjournment

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments
Arts & Culture Advisory Commission

**Moderator's Update
Town Voting 3/9/21**

**Public Works Department
Great Bay Nitrogen Presentation**



EXETER PUBLIC WORKS DEPARTMENT

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MEMO

DATE: February 26, 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, Intermunicipal Agreement (IMA)

The cities of Rochester, Portsmouth and Dover, in consultation with the 9 smaller communities, have developed an InterMunicipal Agreement (IMA) that would allow for the creation of the Municipal Alliance for Adaptive Management focused on improving water quality in the Great Bay estuary and collaboration and joint pursuit of tasks required by the Great Bay Total Nitrogen General Permit. The NH Attorney General has reviewed and approved the IMA as to form and function.

As discussed briefly last week, the primary purpose of the IMA is to pool funds to participate in coordinated water quality monitoring, data collection and data analyses. These costs are expected to range from \$200,000 to \$500,000 per year in aggregate for the members. The formula for municipal contributions is based on design flow of the wastewater treatment facility (WWTF). For Exeter, with a design flow of 3 MGD out of a total aggregate flow of 27 MGD, the contribution would be approximately 11%. Based on this formula, Exeter's contributions would range from \$22,250 to \$55,600 per year. Historically, the Town of Exeter has contributed to ambient water quality monitoring conducted by the Piscataqua Region Estuaries Partnership (PREP); annual monitoring costs have ranged from \$18,000 to \$32,000 per year.

The Executive Board of the Municipal Alliance for Adaptive Management is composed of the city managers of Rochester, Dover and Portsmouth. The membership, at the organization meeting in April 2021 may select up to two additional at-large members to the Executive Board. Those at-large members must be WWTF permittees. Members can be any municipality in the Great Bay estuary from either New Hampshire or Maine that has elected to become a member.

The Exeter Select Board, by majority vote, can elect to join into the IMA. The Board would then authorize the Town Manager to sign onto the IMA. Although there is not a specified deadline and municipalities can sign onto the IMA at any time, there is an opt-in date of April 2, 2021, after which the organizational meeting will be held. It would be prudent for a municipality that wants to join the IMA to have a seat at the organizational meeting to participate in the appointing of at-large members and setting the recommended 2021 water

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Melissa Roy, Interim Town Manager

Exeter Select Board

February 26, 2021

quality monitoring contribution. A member can withdraw from the IMA with 30 days written notice and payment of any outstanding annual contribution toward monitoring for that year.

At this time, we are aware of three communities that have approved signing on to the IMA: the City of Rochester, the City of Dover and the Town of Newington. We understand that the City of Portsmouth will be taking this up again within the week and anticipate they will participate.

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

DRAFT INTERMUNICIPAL AGREEMENT January 26, 2021

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 DESIGN FLOW BASED COST ALLOCATION

FACILITY NAME	DESIGN		Annual Cost Range		
	FLOW	SHARE	\$ 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%			

Covid-19 Updates

Weekly FD Report
Friday, February 19
Melissa,

- Numerous EMS and Fire calls during the week, with nothing notable.
- Daily statewide COVID numbers continue to come down from highs over 1,100 in January.
- This past week NH had 2,169 positive tests for a daily average of 310. There have been 13 COVID19 related deaths statewide recorded, with Rockingham County recording 2 deaths this past week. Exeter has seen 10 new positive tests since last Friday. Our running total since March, 2020 is now 661, with 25 cases considered active.
- The regional fixed site in Exeter has been vaccinating nearly 800 people daily. It has been reported that the Exeter High School site is one of the most efficient and has recorded the least waste of all the sites throughout New Hampshire. This is due largely to the National Guard leadership and the vaccinator staff including Exeter Fire/EMS and other local fire/EMS personnel.
- We held a planning meeting on Tuesday, February 23 with the Seacoast Region Public Health Network and have scheduled our first mobile vaccination clinic in Exeter on Thursday, March 4. The mobile clinics are offered to compliment the regional fixed sites, not replace them. In the coming weeks we will be conducting more mobile vaccination clinics at selected facilities in Exeter and surrounding communities with identified senior populations.
- Both employees reported at the last meeting to have received a positive COVID test have recovered, and all employees quarantined have returned to their positions.

**Fire/Emergency Department
EMT Lifepack 15**



EXETER FIRE DEPARTMENT

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

www.exeternh.gov

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

INTEROFFICE MEMORANDUM

TO: MELISSA ROY
FROM: JUSTIN PIZON, ASSISTANT FIRE CHIEF
SUBJECT: STRYKER LP15 REVOLVING FUND REQUEST
DATE: FEBRUARY 2/23/2021

Melissa,

It has come to our attention that our oldest Lifepak 15 (ECG, blood pressure, defibrillator, blood pressure, Oxygen, Carbon Dioxide, and Carbon Monoxide detection, as well as other functions) has a potential issue that can render the device inoperable. This is one of the most integral pieces of emergency care equipment we carry.

It appears the circuitry used in this device is no longer being produced, with no replacement options available. This device was approximately \$40k when purchased 9 years ago. Stryker, who manufactures the device, is obligated by the FDA to produce replacement parts for 8 years after delivery.

These devices are usually procured with the purchase of a new ambulance, which would be scheduled for 2023. Stryker has approached us, as we have an affected device, with the opportunity to purchase a new LP15 for 50% off. (Quote attached; the referenced price for the monitor is 50% from its original cost (\$55,102.34). They are also providing a \$9,000 trade-in for our affected device). This opportunity would allow us to forgo purchasing a new cardiac monitor in 2023, at full price.

Eric has reached out to Doreen (Eric & Doreen are copied here) and we project our 2021 balance in our ambulance revolving fund will be \$187,407 (revolving fund sheet attached). I am writing to request being added to the Select Board agenda, so we may request these funds (\$20420.72) before the March 31st deadline, when the offer expires. If the upcoming agendas are full, we can push this out to an upcoming date prior to 3/31.

I have also attached the letter from Stryker giving further detail on the issue.

Thank you,

Justin Pizon
Assistant Fire Chief

"A Tradition of Service"



LP15 V2 to V4 Promo

Quote Number: 10225133

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: EXETER FIRE DEPT

Rep: Shane Donnelly

Attn:

Email: shane.donnelly1@stryker.com

Phone Number: (774) 502-9462

Quote Date: 02/17/2021

Expiration Date: 05/18/2021

Delivery Address

Name: EXETER FIRE DEPT

Account #: 1071829

Address: 20 COURT ST

EXETER

New Hampshire 03833

End User - Shipping - Billing

Name: EXETER FIRE DEPT

Account #: 1071829

Address: 20 COURT ST

EXETER

New Hampshire 03833

Bill To Account

Name: EXETER FIRE DEPT

Account #: 1071829

Address: 20 COURT ST

EXETER

New Hampshire 03833

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$27,551.17	\$27,551.17
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	\$0.00	\$0.00
3.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$235.93	\$235.93
4.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$42.71	\$42.71
5.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$60.91	\$60.91
Equipment Total:					\$27,890.72

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	1	-\$9,000.00	-\$9,000.00

ProCare Products:



LP15 V2 to V4 Promo

Quote Number: 10225133

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: EXETER FIRE DEPT

Rep: Shane Donnelly

Email: shane.donnelly1@stryker.com

Attn:

Phone Number: (774) 502-9462

Quote Date: 02/17/2021

Expiration Date: 05/18/2021

#	Product	Description	Years	Qty	Sell Price	Total
7.1	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	1	\$1,530.00	\$1,530.00
ProCare Total:						\$1,530.00

Price Totals:

Grand Total: \$20,420.72

Comments:

Promo Ends 3/31/21

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

June 2020

LIFEPAK® 15 monitor/defibrillator service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market, which limits the service support available for this product. Service on the LIFEPAK 15 with Part Numbers beginning with v15-5 or v15-7 are unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support.
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only.
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections.
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability.

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

Stryker does not contract nor provide service parts to any third-party service providers, but instead has a dedicated ProCare Service team who is the only approved service provider for our products.

As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative if you have additional questions or to discuss trade-up and flexible financing options for our current LIFEPAK 15 device.

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Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

Town of Exeter
EMS Revolving Fund Revenue, Expenses and Fund Balance

Account Description	Unaudited		
	2021 Budget	2020	2019
Total EMS Revenue	566,000	505,929	580,788
Total General Expenses	173,957	167,032	179,966
Total Expenses	377,078	349,708	377,274
Net Income before Transfers Out	188,922	156,221	203,514
**EMS- Transfers Out	158,629	204,381	220,857
Net Income/(Deficit)	30,293	(48,160)	(17,343)
Beginning Fund Balance	166,978	215,138	232,481
Net Income/(Deficit)	30,293	(48,160)	(17,343)
Ending Fund Balance	197,271	166,978	215,138
** 95% of Fund Balance Transferred to General Fund each year	187,407	158,629	204,381

Note: 2021 are all projections from the FD
supplied at the time of the budget plan in August 2020.

**Parks & Recreation Department
Event Permit Update**



EXETER PARKS & RECREATION

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TOWN OF EXETER MEMORANDUM

TO: Melissa Roy, Interim Town Manager
CC: David Tovey, Program Coordinator
FROM: Greg Bisson, Director of Parks and Recreation
RE: Special Event Permit Process 2021
DATE: 03/01/2021

As the Town continues to deal with COVID-19, it is necessary to update the Special Event Permit. The Recreation Department last edited the Special Event Permit at the beginning of the pandemic. Attached for your review is an updated Special Event Permit that reflects the current State of NH's guidelines. There is an assumption that some of these requirements may change over time. James Murray, Town of Exeter Health Officer, has approved the document.

The Town will continue to work with an Event Review Committee to review all Special Event Permits. A site walk or zoom meeting will be held with each applicant to discuss any issues or concerns various departments have with any given permit.

Respectfully yours,
Greg Bisson
Director Exeter Parks and Recreation



TOWN OF EXETER

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Special Event Application

The Town of Exeter requires licensing for all Special Events where the Select Board is the licensing authority. Return all Special Event applications to Exeter Parks and Recreation, at 32 Court Street, Exeter NH. For information or questions concerning the application call 603-773-6151 or email mroy@exeternh.gov. Special Event License (Reference RSA 286 1-5, Town Ordinance Chapter 807)

TYPE OF EVENT

- Special Event Road/Bike Race Parade Protest/Rally Fireworks

LOCATION OF SPECIAL EVENT

- Town Hall Bandstand Art Gallery Swasey Parkway Senior Center
- Town Hall Upstairs Back Rm Town Hall Small Front Green Rm Founders Park Swasey Pavilion Townhouse Common
- Parks/Rec Property

EVENT CONTACT INFORMATION

Organization Name: _____
Organization Address: _____
Event Representative Name: _____
Event Representative Title: _____ Phone # _____
Day of Contact Name: _____ Day of Contact Phone # _____
Event Representative Email: _____

EVENT DETAILS

Date of Event: _____
Start Time: _____ End Time: _____
Name of Event: _____
Number of Anticipated Attendees (Including Volunteers and Staff): _____
Describe the Proposed Event: _____

Blocking Off Road(s): Yes No If yes, which one(s) _____
of Parking Spaces: _____ Locations: _____



Special Event Application

WILL YOUR EVENT INVOLVE ANY OF THE FOLLOWING? (Please check all that apply)

- Food/Beverage/Concessions/Vendors/sales (inspection by Health Officer) Yes No
- Alcoholic Beverages Served Yes No
 - State Liquor Permit Received Yes No Date Rcvd: _____
 - Town Liquor Permit Approved Yes No Date Rcvd: _____
- Electronic sound amplification equipment, speakers, public address system (must follow noise ordinance) Yes No
- Propane/Charcoal BBQ grills (inspection by Health Officer) Yes No
- Electrical set up/ electrical cords run to the site (inspection needed by Electric Inspector) Yes No
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (must have permit from Fire Department) Yes No
- Tents/canopies If so, list quantity and size Yes No # & Size _____
- Animals at the event. If so, describe Yes No _____
- Motorized Vehicles. If so, describe Yes No _____

ADDITIONAL DOCUMENTATION NEEDED TO COMPLETE/ATTACH TO PERMIT APPLICATION

All applicants for Special Events need to provide **WRITTEN ANSWERS TO THE QUESTIONS BELOW.**

1. **Site Plan:** Please attach a drawing of the event layout, including parking, facilities, vendor setup etc. (even if you supplied one in previous years).
2. **Security/Crowd Control Plan:** Describe how you plan to manage event goers while not surpassing the maximum seating capacity of indoor events or how you will secure, control, and assure compliance with laws and licensing conditions in the case of an outdoor event.

3. **Traffic Control/ Parking Plan:** The estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and location of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles.



Special Event Application

4. Fire Emergency Plan: The estimated number of occupants of all indoor events to assure compliance with the laws and permit rules and conditions required by the NH State Fire Code and its adopted references for places of assembly.

5. Ambulance/ Medical Service Plan: Detail the on-site emergency medical services and transportation plan.

6. Ticket Distribution Plan: Outline the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales to maintain required occupancy levels and provision for the refund of ticket costs in the event of cancellation of the event.

7. Sanitary Facilities Plan: A plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event.

8. Food Service Plan: A food service plan, which may require review and acceptance by the Exeter Health Officer or a vendor permit from the Fire Department. Please list what types of food will be served and where it will be served within the facility.

9. Special Duty Service Fees: The application fee does not include the cost of Fire or Police protection/detail, or any other extra Town expense required to protect the health and safety of the public which can reasonably be attributed to the event. All such costs associated with the use of active and stand-by emergency and other services provided by the Town of Exeter, or by other towns' emergency services, shall be borne by the applicant, promoter or sponsor.

After the event, billing for the Special Duty Services will be based on actual hours incurred by Town personnel. The total will be invoiced. A history of non-payment or late payment of any application fee and or Special Duty Services is grounds to deny your request for future event permits.

10. Liability Insurance Required: Certificate of Insurance and endorsement/provisions to be submitted with completed application. Required Amounts: General Liability/Bodily Injury/Property Damage: \$1,000,000 per occurrence, \$2,000,000 aggregate; the Town of Exeter must be listed as additionally insured.

11. A performance bond for events over 5,000 participants per day and or other security acceptable to the Town may be required in an amount equal to the amount estimated for Special Duty Services Fees as described above.



Special Event COVID - 19 Addendum

Permit applicants are required to meet all current State of NH and Town of Exeter Covid-19 requirements as of the date of the event. Guidelines are constantly changing due to the nature of Covid -19 and any applicant must be willing to adjust as guidelines change.

Organizers need to follow any additional specific guidance created by the State NH if relevant to their event.
(For example Festivals/Fairs, Food Service Industry, Performances, etc.)

COVID-19 GENERAL GUIDELINES

- Provide a written documentation detailing how the event will follow all current Town and State guideline regarding the use of facemasks for attendees, volunteers, performers, and staff.
- Provide written documentation of how the organizers will provide education and training around safe practices as it relates to hygiene, sanitation (cleaning and disinfection policies), and illness policies outlined in the New Hampshire Universal Guidelines.
- Provide a map indicating how the event will be spread out to adhere to the 6' social distancing rule.
- Provide a written plan of how you will promote social distancing of at least 6 ft for all organizers, vendors, performers and attendees at all times.
- Provide a written plan of how you will disseminate and collect the Town of Exeter COVID-19 Waiver that all vendors, performers, staff and volunteers are required to sign.
- Provide a written plan as to how your organization shall provide and require the review of the following documents/links to all volunteers, performers, staff and vendors:
 - CDC Guidance for businesses and employers
 - CDC Guidance for cleaning and disinfection
 - Universal Guidelines for All New Hampshire Employers and Employees
 - CDC Use of Cloth Face Coverings
 - If providing Food Services, follow Food Service Industry guidance. Follow ServSafe COVID-19 training guidelines if applicable.

Each volunteer, staff, performer and vendor must sign a document indicating that they have received & reviewed the above documents and shall do their best to abide by the above mentioned guidelines. Copies of said documents are required to be turned into the Exeter Parks and Recreation 48 hours prior to the event.

- When feasible vendors should consider plexiglas/display changes/protective measures for displaying product.
- Only the vendor can handle products and should place customer purchases away from other products.
- Only one shopper under the tent at a time to prevent overcrowding and adhering to 6' social distancing
- Provide foot traffic flow patterns to meet social distancing requirements. This includes marking 6 ft social distancing spaces any place participants may be waiting in a line.
- All food vendors will complete the "ServSafe COVID-19 Precautions Training Video" and will provide a copy of the certificate to the Town and the sponsoring organization. (Health Officer can provide link)
- There may be times when singers, musicians, emcees, auctioneers, etc. cannot wear masks given the nature of their roles. They should follow the "Additional Process Guidance for Presenting Venues and Performers" in the Performing Arts Venue guidance.
- Commonly touched surfaces, work areas, and public areas should be frequently cleaned and disinfected according to CDC guidance at a minimum every 2 hours and at the end of each shift.
- Assign dedicated staff (i.e. a safety officer) to monitor and ensure compliance with social distancing, hand hygiene, cloth face covering use, and other protective actions.
- Adhere to all NH travel guidance for performers and exhibitors from out of state.



Special Event COVID - 19 Addendum

- Require all volunteers, performers, staff, and vendors to report any symptoms of COVID-19 or close contact to a person with COVID-19 to the lead contact person. Vendors and Volunteers should not attend events if they feel sick.
- Vendors, performers, staff, and volunteers should be screened on arrival to each event by asking if the individual:
 - Do you have any of the following symptoms of COVID-19:
 1. Fever (a documented temperature of 100.4 degrees Fahrenheit or higher) or are feeling feverish
 2. Respiratory symptoms such as a runny nose, nasal congestion, sore throat, cough, or shortness of breath;
 3. General body symptoms such as muscle aches, chills, and severe fatigue;
 4. Gastrointestinal symptoms such as nausea, vomiting, or diarrhea; or
 5. Changes in your sense of taste or smell?
 6. Have you been in close contact with someone who is suspected or confirmed to have had COVID-19 in the past 10 days? (Note: healthcare workers caring for COVID-19 patients while wearing appropriate personal protective equipment are not considered to have a close contact exposure and should answer "No" to this question).
 7. Have you traveled on non-essential travel in the past 10 days outside of New Hampshire, Vermont, Maine, Massachusetts, Connecticut, or Rhode Island (this includes any international travel or travel by cruise ship and any domestic travel, within the US, outside of NH, VT, RI, CT, MA or ME, regardless of the mode of transportation)?
- Any volunteer, performer, staff, or vendor with any COVID-19 symptoms, those who report close contact with someone suspected or confirmed with COVID-19, or those reporting travel risk factors should not be allowed into the event.
- Person(s) with suspect or confirmed COVID-19 must stay home until symptom based criteria are met for discontinuation of isolation.
- Alcohol-based hand sanitizer/portable wash stations must be made readily available and must be placed with frequency throughout the grounds/facility including on entry, in key walkways, in food and beverage locations, in restrooms, at transportation points, at checkout locations, and at exits. Hand sanitizer must also be provided in non-public settings as well.
- Vendors and volunteers must wear masks at all times and vendors must wear gloves when serving customers.
- An isolation area shall be identified and communicated to all vendors and volunteers at the beginning of each event for those that develop symptoms during the event.
- Vendors, organizers and volunteers are required to have way to sanitize/wash their hands
- Organizers should have a communication plan to inform attendees prior to their visit about health and safety practices at the event and other information attendees need upon arrival. Plans may include: websites, social media, email or other electronic communication, such as reservations or confirmations, and print.
- Signage must be prominently posted at entrance(s) informing attendees about symptoms of COVID-19 and social distance requirements; to practice frequent hand hygiene/washing; and wear a cloth face covering over mouth and nose to protect others (see Universal Guidelines for sample language).
- Attendees should be limited to no less than six feet distancing from the edge of a performance area. Singing or wind instrument performances should follow audience spacing detailed in performing arts venue guidance. Attendees should remain in their seats and performers should not physically interact with audience. More space should be considered when larger performance groups are present.
- Indoor venue admissions should be limited to 50% occupancy, or to the number of people where at least 6 feet of physical distancing is able to be consistently maintained between people or groups of close household contacts when seated in the auditorium, whichever number is lower.



Special Event Application

By signing below, I confirm that all information provided herein and in all attachments as true and accurate, acknowledge that this application will not be reviewed by the Recreation Department until considered complete by Town review staff, and state that all liability for this event is assumed and accepted by the applicant.

Print Name _____ **Organization** _____

Applicant Signature _____ **Date** _____

I also confirm that I am responsible for all costs incurred for this event including all special duty police, fire and health/safety services. All services must be paid in full upon receipt of the invoice. If not paid in full, the Town will charge 2% interest per month.

The Town may request/sue for legal expenses if the Town has to go to collections for unpaid amounts. I am responsible for all fees, which may include interest, attorney and court fees.

The Town reserves its rights to pursue all available legal remedies for damage to Town property or violation of any laws, rules or conditions applicable to use of Town property. In addition, such conduct may result in revocation of permission and/or denial of future requests for permission to use Town property.

It is understood that this is a temporary permit in which can be revoked, eliminated or extended due to the fluidity of COVID-19 and/or non-compliance.

Print Name _____

Applicant Signature _____ **Date** _____

FOR OFFICE USE ONLY

Cost For Event: \$ _____

Entered Into RecTrac: Yes No

Sent Invoice: Yes No

Received Insurance: Yes No

DEPARTMENT HEAD SIGNED OFF

Police Chief

Yes No

Via Email

DPW

Yes No

Via Email

Health Inspector

Yes No

Via Email

Parks & Rec

Yes No

Via Email

Tax Abatements, Veterans Credits & Exemptions

List for Select Board meeting March 1, 2021

Abatement

Map/Lot/Unit	Location	Amount
95/39	6 Clara St	\$1,010.80 Fire
87/14	Pinecrest Park/30 Ashbrook Rd	\$7,511.08
47/2/1	2 Continental Dr	Denial
87/14	113 Linden St	Denial

Solar Exemption

Map/Lot/Unit	Location
72-224-3-4	130 Water St
11/18/3	23 WoodRidge Ln
82/1	4 Nelson Dr
62/15/2	64 Washington St
74/112	7 Wentworth St
95/92	7 Gary Lane
24/2	64 Newfields Rd

Veteran's Credit

Map/Lot/Unit	Location	Amount
95/79/2	4 Squire Way	500.00
54/4/31	50 Brookside Dr D7	2500.00 vet&disable
95/64/188	9 Hilton Ave	DENIED
24/2	64 Newfields Rd	500.00
70/39	15 Towle Ave	1000.00 Both

Elderly Exemption

Map/Lot/Unit	Location	Amount
74/39	8 Scammon Lane	\$ 183,751
73/280	14 Tremont St	\$ 152,251

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: Recreation Park Pavilion roof replacement
DATE: 03/01/2021

The Exeter Parks and Recreation Department is requesting the use of Park Improvement Funds for the replacement of the Recreation Park (4 Hampton Rd.) Pavilion roof.

The pavilion was constructed in 1999 with contributions from the Exeter Farms Rd. Development. The roofing is now showing failure with broken shingles and water stains. Replacement is imperative to maintain structural integrity. Replacing the roof is the first step in restoring the pavilion back to its original state. Covid-19 is still impacting the construction trades with delays and price increases, therefore it is vital to get this project on the book to meet the Spring timetable.

We received three quotes from area roofers to complete the work on the roof.

1. J.Carnes & Son Roofing, Hampton Falls, NH: \$7,620.46
2. Refined Roofing, Hampstead, NH: \$5,500.00
3. Exeter Roofing, Exeter, NH: \$6,590.00

Exeter Parks and Recreation is recommending Refined Roofing be awarded the contract.

Motions:

To make a motion to allow the Parks and Recreation Department to expend up to \$5,500 out of the Park Improvement Fund to contract with Refined Roofing to replace the roof on the Recreation Park Pavilion.

Respectfully,
Greg Bisson
Director
Exeter Parks and Recreation



EXETER PARKS & RECREATION

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TOWN OF EXETER MEMORANDUM

TO: Melissa Roy, Interim Town Manager
CC: Doreen Chester, Finance Director
FROM: Greg Bisson, Director of Parks and Recreation
RE: Tennis Court Post/Net replacement
DATE: 03/01/2021

The Exeter Parks and Recreation Department is requesting the use of Park Improvement Funds to replace the Tennis Court posts and nets.

The Tennis Court posts have not been changed in over ten years, which is the typical life span. As the post's mechanicals start to fail, the tennis nets no longer stay in the correct position. The pole coating is beginning to fail, preventing us from replacing the tennis nets. Unfortunately, commercial heavy-duty tennis poles are not cheap. Exeter Parks and Recreation is recommending purchasing eight sets of the Douglas Tennis DTP-37 Tennis Posts. The dependable DTP post is a sturdy design that has been a tennis court staple for decades. These DTP-37 posts are made from extra-heavy-duty 7-gauge steel with internal wound self-locking gears. They are finished in a green baked-on polyester powder coat finish to resist rust and increase durability.

We have received the following quotes for poles:

1. Tennismachinepros.com: \$5,602.00
2. Allstartennissupply.com: \$5,748.00
3. Pioneer Athletics: \$5,504.00

Exeter Parks and Recreation is requesting purchasing the tennis nets and poles through Pioneer Athletics. Pioneer Athletics is an official Douglas Tennis supplier with a local sales rep that can provide immediate customer service and technical support.

Motions:

To make a motion to allow the Parks and Recreation Department to expend up to \$5,504.00 out of the Park Improvement Fund to purchase tennis nets and poles from Pioneer Athletics.

Respectfully Yours,

Greg Bisson

Director Exeter Parks and Recreation