

**Select Board Meeting**  
**Monday, April 26th, 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/87978807136>

To access the meeting via telephone, call +1 646 558 8656 and enter Webinar 879 7880 7136

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

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

More access instruction found here: <https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at [extvg@exeternh.gov](mailto:extvg@exeternh.gov) or 603-418-6425 with any technical issues.

**AGENDA**

1. Call Meeting to Order
2. Non Public Session
3. Public Comment
4. Proclamations/Recognitions
  - a. Proclamations/Recognitions – Municipal Clerks Week, May 2-8, 2021
5. Approval of Minutes
  - a. Regular Meeting: April 12<sup>th</sup>, 2021
6. Appointments
7. Discussion/Action Items
  - a. COVID 19 Updates – Fire Chief Wilking and James Murray, Health Officer
  - b. Public Safety Study Presentation – CPSM, Chief Wilking and Chief Poulin
  - c. Community Power Aggregation Update – Energy Committee
  - d. Drought Update – Jennifer Perry, DPW
  - e. 2021 Paving Contract – Jennifer Perry, DPW
  - f. Lagoon Sludge Contract – Jennifer Perry, DPW
  - g. Epping Road Corridor TIF Contract – Jennifer Perry, DPW
  - h. Mobile Vending – Darren Winham, Economic Development
  - i. American Recovery Plan Updates
  - j. Board and Committee Appointments
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: 4/23/21 Town Office, Town Website

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

AGENDA SUBJECT TO CHANGE

**Non Public Session**

## **Proclamations/Recognitions**



# Proclamation

May 2-8, 2021

## Municipal Clerks' Week

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants; and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community; and*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and*

*Whereas, It's most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk; and*

*Now, Therefore, We The Select Board of Exeter, do recognize the week of May 2 through May 8, 2021, as Municipal Clerks' Week, and further extend appreciation to our Municipal Clerk, Andrea Kohler, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By the Select Board of Exeter:

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## Minutes

Select Board Meeting  
Monday April 12, 2021  
6:30 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 Interim Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:30 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 on April 9, 2021. 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. Non-Public Session

**MOTION:** Ms. Cowan moved to enter into non-public session under 91-A:3II(e). Ms. Gilman seconded. Ms. Oliff was not yet present. By a roll call vote, the motion passed 4-0 and the meeting entered non-public session at 6:35 PM.

The meeting reconvened at 7:01 PM. Ms. Oliff was now present.

3. Public Comment

- a. Jeff Brubaker of 20 Main Street thanked Public Works for restriping the crosswalks on Water and Main Street.

4. Proclamations/Recognitions

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

5. Approval of Minutes

- a. Regular Meeting: March 29, 2021

**MOTION:** Mr. Browne moved to approve the minutes of March 29, 2021 as presented. Ms. Cowan seconded. By a roll call vote, all were in favor, and the minutes were approved 5-0.

6. Appointments

- a. There were no appointments at this meeting.

## 7. Discussion/Action Items

### a. COVID 19 Updates

- i. Chief Eric Wilking said Covid cases are still trending in the wrong direction. In the past week, there have been almost 2,900 new cases statewide, and Exeter had 44 new cases. He thinks it's partly Covid fatigue and more people getting out and about. On the positive side, the fatality rate is not as high as earlier in the pandemic. People should continue wearing masks until more of the population is vaccinated. At the new vaccination site, they're vaccinating 1,500 people per day. There are still some spots available, so those with appointments for later in the month should check for availability to go earlier. Chief Pizon is leading the mobile vaccinations, and they will be finished with staff and teachers at all SAU schools by the end of the week. Mobile clinics were also able to vaccinate all town employees. James Murray is working closely with Chief Pizon to identify underserved populations in the community. They're looking to put an emphasis on the hospitality industries, such as restaurants and hotels. They haven't yet been offered Johnson & Johnson "one and done" vaccines, but they're hoping to use that in the hospitality industry.
- ii. James Murray said that on April 19th, vaccinations will be open to all people age 16 or older, regardless of residency. He will be working to identify restaurant workers in the community and those populations that suffer health inequity. They're pushing for the Johnson & Johnson vaccines, since it's difficult for these populations to find transportation and arrange the second shot. They're looking for the Fire Department to sunset their vaccination program and for Mr. Murray to run the program and find those harder to reach populations.

### b. Epping Road Corridor Study by VHB

Mr. Sharples said that to address ongoing development on Epping Road, the town approved TIF funding for a corridor study to determine what improvements will be needed to accommodate growth. VHB conducted the study, and Greg Bakos and Jason Plourde from VHB were present to discuss the study. With full build out of all the surrounding land, the area will need 8 signalized intersections, 2 of which would be at the Route 101 interchange. Their recommendation would be two northbound continuous lanes, two southbound lanes, and two turn lanes, but that was considered infeasible; they also suggested roundabouts, with traffic signals just at the Route 101 section. For a more moderate approach, they suggested a single center turn lane. In the near term, they recommend improving the segment between Continental Drive and the approach to the Route 101 ramps by widening this segment to create a continuous turn lane.

Ms. Gilman asked where the Epping Road Corridor zoning ordinance would fit in with this. Mr. Sharples said he doesn't believe it affects the right of



way. Mr. Browne asked how these improvements relate to the timeline for commercial development. Mr. Bakos said it would not be critical for it to occur first, but certainly it would need to be in place before full buildout. Mr. Browne asked about State responsiveness. Mr. Bakos said they should look to get into the State's 10 year plan for development. Traffic signals will be needed at the ramps.

Mr. Sharples said funding to do these improvements is in the TIF, and was approved; the next step is that Paul Vlasich will come forward with a contract to engage VHB to create the design.

c. Squamscott Sewer Siphons Project

Ms. Perry said there are multiple alternatives that they are considering for the siphons project, with the intention of expanding the capacity. They can't move forward with trying to repair the siphons, as that is too much risk. A phased approach would be more expensive than doing it all at once. They're looking at a total of \$2.3M for three new barrels; this means an additional \$942,000 for that work. They're exploring all possible funding alternatives, such as State emergency funding, the Sewer Reserve, EPA, and NH DES. The design team from Wright Pierce continues to work on this design. In July they will have final plans available, and they will go to bid in August, begin construction as early as the fall, with a winter shutdown, resuming in the spring and be finished in Spring, 2022. Contingencies are not included. If there were a failure, the least expensive option would be \$400,000, to the most expensive at \$1M. They don't anticipate that it will be needed, but they want to have a plan in place.

Mr. Papakonstantis asked Ms. Roy when the money through Chris Pappas would be available, and she said 2022. Per the American Recovery Act, the State has until May 1 to distribute funds, but has three different extensions that they can apply for. The town would get half now and half before the end of the year. Mr. Papakonstantis asked if there are adequate funds in sewer reserve if they can't find other funding. Ms. Perry said yes, but they've been building up the fund in advance of paying the Wastewater Treatment Plant loan. A scheduled sewer rate increase was deferred last year due to Covid.

Bob Kelly, the Chair of the Water/Sewer Committee, said that the Committee supported option 3B of the six options. He said he had asked Ms. Perry to do a cash flow analysis to see when they would need the extra funds, and it would be in the middle of construction. They could put a warrant on for next March.

d. Kingston Road Sidewalks

Ms. Perry said they had a warrant article this spring that extended the timeline for the Kingston Road project to December 2025, but they intend to move forward as quickly as possible. There are 12 property owners for sidewalk and shoulder widening easements. So far they have received the approval from seven owners; the other five have made contact, but the town hasn't received the final packages. Once they're complete, they'll submit the easement package to NH DOT for authorization to go out to bid. It could happen this year.

e. **Downtown Parking**

Darren Winham, the Economic Development Director, discussed a potential study of downtown parking changes. In 2019, Exeter voters approved the planning and implementation of paid parking in Lincoln Street Corridor, although that was put on hold due to the pandemic. They're unable to use Lincoln Street funds for downtown, but he recommends using ARPA money, at a cost of \$15,000. The ARPA funding will provide the town with \$1.516M total. They received a quote from John Burke, who conducted the Lincoln Street study, of \$15,000 for a study for downtown.

Mr. Papakonstantis asked if Mr. Winham had talked to downtown businesses about parking. Mr. Winham said their opinions vary. They're more positive about it now than when the town looked into it years ago. They're using Dover as a benchmark, where paid parking has been very successful. Mr. Papakonstantis asked if Mr. Winham could get more feedback, and Mr. Winham said he can send a survey to all of the businesses. Mr. Browne said he's observed that a lot of downtown parking spaces are used not by customers and passersby, but by residents and store staff.

f. **Mobile Vending**

Mr. Winham presented his proposal for a mobile vending area near Townhouse Common. He was looking to grandfather Clyde's Cupcakes to allow them to use the more central space by the bandstand, but a lawyer told him if that is the case the Town will be sued and lose, since they must treat all businesses equally.

Ms. Oliff said she would like to see a specific location for multiple food vendors either near the Police Station or elsewhere. The location next to the bandstand is unique, and perhaps they should consider rotating that space. She is ok with healthy competition, and thinks more business brings more people downtown. They should charge less for a parking lot space than the space by the bandstand. Ms. Gilman expressed concern for the safety of the patrons of the mobile businesses at the bandstand. Ms. Cowan said mobile vendors bring vitality to the town and it helps businesses. Town House Common is underutilized, so she would like to see more going on there. Ms. Oliff said she doesn't think the mobile vendors are contributing to safety issues downtown, as people cross unpredictably anyway.

Scott Ruffner of 11 Hall Place said when people are set up in the center space downtown it does create some safety issues, but it can be worked with. The spaces along Town Hall in the bank parking lot are also underused.

Ms. Cowan said they should also consider the Rec Park or Gilman Park, especially when there are baseball games.

Mr. Papakonstantis asked who should manage the permitting. Mr. Winham said himself, Parks and Rec, or Pam McElroy. Ms. Roy said they also require the Police Department to sign off on permits.

Mr. Winham will come back with a more detailed proposal including fees.

g. **American Recovery Plan Act**

Mr. Winham read information on the American Recovery Plan Act (ARPA). NH is receiving \$960M, Rockingham County \$60M; Exeter will get \$1.516M. They could use it for the Sewer Siphons project, perhaps by creating a Revolving Loan Fund.

h. Town of Exeter Boards and Committees Discussion

Mr. Papakonstantis opened the discussion on policies around boards and committees. Ms. Oliff said they should look into limits on the number of years members can serve. They should do a better job of advertising the openings available to attract more diverse applicants. Ms. Cowan said she appreciates diversity on boards, but there's also value in long-term experience. A position on the Planning Board went unfilled for almost a year, so she is concerned about filling those positions if they have limits.

Mr. Browne said the way that committees meet excludes people who don't have the time, so he would like to find an alternative. Ms. Gilman said they could offer childcare so younger families can participate.

Caroline Piper of 8 Forest Street, a Non-Profit Consultant, said that institutional turnover is accepted as good governance policy. The town does have term lengths for Boards and Committees. They could encourage members at the end of their term to leave one Board and join another. They're not discouraging volunteering. A number of people have served 15 or 20 years. She suggested a term limit of two consecutive terms with one additional term as an alternate.

Neil Bleicken of 11 Tamarind Lane said he supports term limits for town boards. Appointed boards can have a significant impact on residents, and they are unelected officials; their only oversight is the Select Board. The Select Board should ensure a diversity of people and opinions. He thinks that members should be limited to two terms.

Laura Knott of 15 Tamarind Lane said that the Planning and Zoning Boards have a lot of power as regulatory boards. Lack of term limits discourages new volunteers from applying. Term limits would make it apolitical.

Anne Surman of 14 Cullen Way said some towns have the Planning Board and ZBA as elected positions. For the ZBA, the power is in the regulations, it's not about whether someone on the board likes or dislikes an application. Ms. Gilman said other NH towns have elected Planning Boards, but it's the same people who run every year, so it's not that different.

Bill Campbell said 15 or 20 years ago the town did have term limits; a member would serve for two terms and then become an alternate. Ms. Gilman said she thought that it was a general practice, not a policy, and fell off the map at some point.

Caroline Piper said having everything as an elected position could serve as a deterrent to recruiting.

Ms. Cowan said she would like to see a group formed on the topic of civic participation in Exeter.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

Ms. Gilman read the list of solar exemptions: 19/16/5, 76/13, 73/314, 95/3, 85/39, 17/5.

**MOTION:** Ms. Gilman moved to deny an Elderly Exemption for 73/100. Mr. Browne seconded. In a roll call vote, all were in favor, and the motion was approved 5-0.

**MOTION:** Ms. Gilman moved to approve an Elderly Exemption of \$152,251 for 104/79/135. Mr. Browne seconded. In a roll call vote, the motion was approved 5-0.

**MOTION:** Ms. Gilman moved to approve an Elderly Exemption for 104/36 in the amount of \$183,751. Ms. Cowan seconded. In a roll call vote, the motion was approved 5-0.

**MOTION:** Ms. Gilman moved to approve an Elderly Exemption for 65/58 in the amount of \$152,251. Ms. Oliff seconded. In a roll call vote, the motion was approved 5-0.

**MOTION:** Ms. Gilman moved to approve an Elderly Exemption for 104/79/325 in the amount of \$236,251. Mr. Browne seconded. In a roll call vote, the motion was approved 5-0.

**MOTION:** Ms. Gilman moved to approve a Veterans Credit in the amount of \$500 for 55/18, 63/260, 68/6/217, 62/7, 95/64/130, 90/12, and 69/3/307. Mr. Browne seconded. In a roll call vote, the motion was approved 5-0.

**MOTION:** Ms. Gilman moved to approve abatements for 95/64/242: \$151.22 for 2013, \$128.72 for 2019, and \$100.01 for 2020. Ms. Cowan seconded. In a roll call vote, the motion was approved 5-0.

**MOTION:** Ms. Gilman moved to approve a Jeopardy Tax for 104/79/226 in the amount of \$15. Ms. Cowan seconded. In a roll call vote, all were in favor, and the motion was approved 5-0.

**MOTION:** Ms. Gilman moved to approve a Jeopardy Tax for 104/79/904 in the amount of \$15. Ms. Cowan seconded. In a roll call vote, all were in favor, and the motion was approved 5-0.

b. Permits & Approvals

- i. Exeter Fire Department is putting forward a voluntary change of address request. 286 Water Street would like to subdivide the property, 286 will be changed to 284 Water Street, and the newly created lot will be 286. This is in compliance with the E911 safety requirements and supported by the E911 committee.

**MOTION:** Ms. Gilman moved to renumber 286 Water Street to 284 Water Street, with the new lot to be named 286. Ms. Cowan seconded. In a roll call vote, the motion was approved 5-0.

- ii. 47 Hampton Road would also like to subdivide. The number will be changed to 41 Hampton Road, and the new lot will be 43 Hampton Road.



**MOTION:** Ms. Oliff moved to renumber 47 Hampton Road to 41 Hampton Road, and name the new lot 43 Hampton Road. Ms. Gilman seconded. In a roll call vote, the motion was approved 5-0.

iii. Exeter Power Yoga event permit

The Board discussed the special event application filed by Exeter Power Yoga. They would like to hold daily outdoor yoga classes at noon Monday through Friday on Swasey Park, starting ASAP through September.

Tracey Coviello, a Kingston Resident, indicated that she wished to speak, and the Board had no objection. She said the request is reasonable. It's for the far field, not near the bandstand.

Mr. Papakonstantis said there's a limit of six events per year per permit. There's also language in the trust that prohibits commercial businesses from operating on the Parkway. He understands that Gilman Park was another option, had Mr. Bisson consulted with SELT about doing it there? Mr. Bisson said yes, any program that is under the auspices of Parks and Rec can be held at Gilman Park. Mr. Papakonstantis asked if that's an option they would consider, and Ms. Coviello said no, it's buggy and inconvenient. Swasey Park would be the ideal location. These are not normal times so she doesn't understand why they can't waive fees and allow her to use it. Mr. Papakonstantis said the obstacle is that Swasey Park is a trust, and there's language in the trust that prohibits business. The fee structure was set at a Public Hearing.

Chetana Parmar said Ms. Coviello presented the situation last year ahead of the summer. It's frustrating that they seem to be going around in circles. She wants the Select Board to be proactive in supporting this.

Ms. Cowan said last year they were able to use the Town House Common for free. Ms. Coviello said the Town House Common was loud and busy, it didn't work for them. Ms. Cowan said she could see waiving the condition of having only six events per year, but a class every day goes against all of the things in the Trust. It doesn't fall within the scope of what Swasey Parkway was intended for. There's no commercial business to be held in the park, and that's something they can't just undo. Ms. Coviello said it's not an event to hold a yoga class.

Mr. Browne asked about a group that does Tai Chi on the Parkway. Mr. Bisson said the Tai Chi society at Tuck Learning Center closed because of the pandemic last year. The seniors wanted to get together and practice Tai Chi. He's looked into it, and there is no money involved.

Scott Ruffner of 11 Hall Place said Swag on Swasey is a for-profit venture, so there's precedent for people doing for-profit events on the Parkway.

Laura Knott of 15 Tamarind Lane said Brickyard Park is another underutilized park, or maybe the Rec Center has another area in their fields.

Chetana Parmar asked if the roadway at Swasey was under different rules rather than the green space. Perhaps the yoga studio could hold classes in the road while it was closed.

Ms. Gilman said that regarding Swag on Swasey, she thinks they made a mistake in not following the restrictions of the Trust. Nonprofits have used the roadway.

Ms. Cowan said she's not comfortable tying up the Parkway Road five days a week. Ms. Coviello said it's just for one hour. Ms. Gilman said this might be a good compromise. Ms. Cowan said she would support having Exeter Power Yoga on the Parkway Street, but she's uncomfortable with five days a week because other groups may want to use it. She would support three days a week. This would be until the Governor's Emergency Order is lifted.

Mr. Papakonstantis said they should consider if this opens them up to a lot more requests.

Ms. Gilman asked if this would be a road closure permit, and if they charge for that. Ms. Roy said all Parkway events use the road, so they haven't had a discussion about using just the road.

**MOTION:** Ms. Oliff moved to allow for provisional 5 days a week usage from noon to 1 PM for Exeter Power Yoga for the road at the end of Swasey Parkway for yoga classes, that will last either until the road closure, which expires June 30th, is renewed, or until August 28, the end of the summer. This is solely a Covid provisional access to classes on the roadway. They will waive the fee. A renewal after August 28th would require a new discussion. Mr. Browne seconded. Ms. Cowan and Mr. Papakonstantis voted no, and the motion passed 3-2.

- iv. Permit for the Seacoast Growers association, annual application for the Farmer's Market, starting Thursday, May 6 through Oct 28, 2021. Dorianne Barr of the Farmer's Market is not a resident of Exeter but the Board had no objection to her speaking. Ms. Barr said it supports local businesses and provides healthy food to residents of Exeter. They have a SNAP program that helps people get food.

**MOTION:** Ms. Oliff moved to approve the Farmer's Market permit. Mr. Browne seconded. In a roll call vote, the motion was approved 5-0.

- v. Mr. Bisson said Parks and Recreation would like to replace the tire swing at the Recreation Park small playground next to the Pavillion, which is important to the summer camp.

**MOTION:** Ms. Oliff moved to allow Parks and Rec to expend \$717.88 from the Park Improvement Fund to contract Landscape Structures Inc for playground renovations. Ms. Gilman seconded. In a roll call vote, all were in favor and the motion passed 5-0.

- vi. Mr. Bisson said Parks and Recreation would like to replace the mini playground's surfacing, which is non-compliant. The motion is different from the one in the packet, as the DPW agreed to install the chips.

**MOTION:** Ms. Gilman moved to allow Parks and Recreation to expend \$2,500 from the Park Improvement Fund to contract with PR Russell of Brentwood to get certified playground chips. Mr. Browne seconded. In a roll call vote, all were in favor and the motion passed 5-0.

- vii. Mr. Bisson said that they'd like to put rubber mats under the swings, since divots in the wood chips make the surfacing non-compliant. They're requesting \$1,650 of Recreation Impact Fees to contract with New England Recreation Group to purchase wear mats for the Recreation Park Mini Playground and Kids Park.

**MOTION:** Mr. Browne moved to allow Parks and Recreation to expend \$1,650 from the Recreation Impact Fee to contract New England Recreation Group to purchase wear mats for the Rec Park mini playground and Kids' Park. Ms. Gilman seconded. In a roll call vote, the motion passed 5-0.

- viii. Mr. Bisson said they would like to contract for the removal of invasive plants, specifically bittersweet and poison ivy, as well as tree trimming at the Recreation Park. Organic solutions didn't touch the problem; last year they had to have someone remove it by hand. They're looking to use \$6,150 from the Parks Improvement Fund to contract with Yeti Landscaping for removal of invasive plants and tree trimming. Ms. Gilman asked if they'd talked to the Natural Resources Planner about invasive species removal. Mr. Bisson said they worked with her years ago when the teen adventure camp did community service, but the kids didn't like it.

**MOTION:** Ms. Oliff moved to allow Parks and Recreation to expend \$6,150 from the Park Improvement Fund to contract with Yeti Landcare for removal of invasive plants and tree trimming at the Recreation Park. Ms. Gilman seconded. In a roll call vote, all were in favor and the motion passed 5-0.

c. Town Manager's Report

- i. Philips Exeter Academy is allowing supervised trips downtown for their students. They're taking precautions and being very careful. It's good for downtown businesses.
- ii. Ms. Roy presented two projects for infrastructure funding to Congressman Pappas's committee last week, the Siphons Project and the Linden Street Sidewalk renovations. She will update as they hear more.

d. Select Board Committee Reports

- i. Ms. Cowan had a Planning Board meeting; they had a planning session which was really helpful. There are updates coming from the Water/Sewer Advisory Committee.
- ii. Ms. Oliff said the Housing Committee had 2 presentations scheduled that did not go through. The Arts & Culture Committee had their first meeting last Tuesday, voted on officers. They discussed big projects that they'd like to see happen, such as events at Town House Common. At the Swasey Park Trustees meeting, they discussed the yoga proposal.

- iii. Mr. Browne had a Facilities Advisory meeting, where they discussed the milestone spreadsheet. At the Police Stakeholders meeting, they heard from a town resident, Dr. Nicole Sawyer, who works on mental health and employee retention.
  - iv. Ms. Gilman had a Recreation Advisory Board meeting, where they heard about the ADA Lift Chair at the pool and summer camps. At the State level, budget tax cuts, losing some opportunity for federal funding. Defeated the 2% tax cap and supported the position of unions. Regarding the budget, the Governor's emergency powers are changing so the State Legislature would have to sign off on his emergency orders.
  - v. Mr. Papakonstantis had a Sustainability Committee meeting, where they went over their goals for the upcoming year.
- e. Correspondence
- i. A letter from the Arbor Day Foundation congratulating Exeter on becoming a 2020 Tree City USA.
  - ii. A request from a resident at 277 Water Street to keep the Parkway closed to vehicle traffic.

9. Review Board Calendar

- a. Monday 4/19 at 5:30 PM the Board will have a goal setting session in the Nowak Room at the Town Office Building. The next regular meetings are April 26, May 10, and May 24.

10. Non-Public Session

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

11. Adjournment

**MOTION:** Ms. Oliff moved to adjourn. Ms. Gilman seconded. In a roll call vote, all were in favor and the meeting adjourned at 10:41 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

**COVID 19 Updates**

Weekly FD Report  
Friday, April 23  
Russ,

- Numerous EMS and Fire calls during the week. Yesterday, April 22 we rescued a hiker with a significant knee injury in the Oakland's Town Forest. The rescue took nearly 2 hours to reach the patient, treat the injuries, and perform the carry out. Approximately 10 Exeter personnel responded, and we were assisted by a crew from Newfields.
- We followed a steady decline in daily statewide COVID numbers during the past week from over 552 during the weekend to 235 midweek. While this trend is encouraging, the positive COVID tests for Thursday was 515, continuing cause for concern. This past week NH had 2,386 positive tests for a daily average of 341. There have been 10 COVID19 related deaths statewide recorded, with Rockingham County recording 3 deaths this past week. Exeter has seen 23 new positive tests since last Friday. Our running total since March 2020 is now 876, with 27 cases considered active.
- The Rockingham County regional fixed vaccination site at the Mall at Fox Run (old Sears's store) in Newington is vaccinating close to 1,500 people each day. The state of NH is reporting plenty of vaccination appointments are available at the site. We will continue to encourage anyone over the age of 16 that has not been vaccinated, please register and make an appointment soon.
- Exeter Fire/EMS personnel will continue to assist with vaccinations at the Mall at Fox Run site.
- In addition, our staff has completed 2<sup>nd</sup> dose vaccinations at Squamscott View Apts. (277 Water St.), Exeter Mill Properties, 6 Meeting Place Drive, and over 1,100 Exeter School and SAU-16 faculty and staff will have received their 2<sup>nd</sup> dose vaccination. Faculty and staff will be considered fully protected (14 days after the 2<sup>nd</sup> dose) on May 3<sup>rd</sup>, when students return from their April break.
- James Murray continues to work with our public health officials to identify hospitality workers in our region. We anticipate mobile vaccination clinics to help protect our restaurant and hospitality workers, so they may better serve us as we prepare for a busy summer season.
- As many are aware, Governor Sununu decided to allow the statewide mask mandate to expire Friday, April 16. While the Governor cited many reasons for his decision, Exeter remains one of 14 communities, (4 in the greater seacoast region) with a mask ordinance that remains in effect through at least May 29, 2021.
- Exeter's town leadership, including the Selectboard, Town Manager, Health Officer and Emergency Management Director have reaffirmed their support of the local mask or face-covering ordinance. These mitigation efforts do have an impact and they can be easily supported if you follow the numbers. It was February when I last compared Exeter to many of our neighbors with comparable populations. Exeter with its 876 residents testing positive for the coronavirus, has the fewest of the 22 most populous communities in New Hampshire. In fact, Exeter is the only community with fewer than 1,000 positive tests. Exeter-876, Hampton-1,149, Milford-1,145, Hooksett-1,193, Pelham-1,363, and Windham-1,383.
- While we all agree the pandemic can't end soon enough... we ask for patience and vigilance while we work to vaccinate many more residents. We encourage all to respect business and restaurant owners and employees by wearing a mask or face-covering, and please wear your mask outside when 6 foot social distancing can not be maintained.

# Public Safety Study Presentation

# FIRE STAFFING AND DEPLOYMENT ANALYSIS

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**EXETER, NEW HAMPSHIRE**

*Final Report: December, 2020*



## CPSM<sup>®</sup>

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CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC  
475 K STREET NW, STE. 702 • WASHINGTON, DC 20001  
WWW.CPSM.US • 716-969-1360

**ICMA**

Exclusive Provider of Public Safety Technical Services for  
International City/County Management Association



# THE ASSOCIATION & THE COMPANY

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The International City/County Management Association is a 103-year old, nonprofit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to its citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its website ([www.icma.org](http://www.icma.org)), publications, research, professional development, and membership. The ICMA Center for Public Safety Management (ICMA/CPSM) was launched by ICMA to provide support to local governments in the areas of police, fire, and emergency medical services.

ICMA also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security.

In 2014, as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) was spun out as a separate company. It is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, and others.

The Center for Public Safety Management, LLC, maintains the same team of individuals performing the same level of service as when it was a component of ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs, and align department operations with industry best practices. We have conducted more 315 such studies in 42 states and provinces and 224 communities ranging in population from 8,000 (Boone, Iowa) to 800,000 (Indianapolis, Ind.).

Thomas Wiczorek is the Director of the Center for Public Safety Management. Leonard Matarese serves as the Director of Research & Program Development. Dr. Dov Chelst is the Director of Quantitative Analysis.

# SECTION 1. EXECUTIVE SUMMARY

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The Center for Public Safety Management (CPSM) was contracted by the Town of Exeter, New Hampshire, to complete an analysis of the town's fire department, to assess the Emergency Communications Center (ECC), and to review the existing public safety facility and available sites to construct a new facility.

The Exeter Fire Department (EFD) currently operates out of a single station located in the downtown area. The Exeter Fire Department (EFD) has 26 personnel assigned to fire and EMS operations. Staffing is spread across four platoons, each commanded by a lieutenant. Fire and EMS units are staffed on 24-hour basis with five to seven fire staff, depending on personnel on leave and the shift. The EFD utilizes staff call-back and automatic and mutual aid to augment assembling the required effective response force to mitigate various incidents to which it responds.

The EFD provides fire response from engine and ladder apparatus, as well as advanced life support (ALS) first response from fire apparatus and EMS ALS ground transportation. The fire department provides a variety of non-operational activities and programs, including town public health service function; town emergency management function; fire prevention community programs and public life safety education; fire prevention inspections in accordance with the New Hampshire Fire Code RSA 153; fire alarm monitoring and maintaining system infrastructure, street boxes, community fiber optic network, traffic light repair and maintenance; community CPR and first aid classes (includes all town employees and high school junior class, and senior housing); and fire watch details for special events.

The service demands of this community are numerous for the department and include EMS, fire, technical rescue, hazardous materials, and other non-emergency responses. The structural risks unique to a northeast community are present in Exeter. These include single-family homes; manufactured homes; townhouses and duplexes; apartment houses; garden-style apartments; taxpayer (public) buildings; commercial/Industrial structures; strip malls; and hotel/dormitory structures. The age of many structures, multiple change of occupancy use, and renovations potentially increase fire risk.

The response time and staffing components of this document are designed to report on the current level of service provided by the EFD compared to national best practices. As well, these components provide incident data and relevant information to be utilized for future planning and self-review of service levels for continued improvement designed to meet community expectations and mitigate emergencies effectively and efficiently.

A forensic data analysis was prepared as a key component of this study. The data analysis examined all calls for service involving the EFD between September 1, 2018, and August 31, 2019. During the year covered by this study, EFD operated out of one station, utilizing three engines, two ambulances, one forestry truck, one fire alarm truck, one ladder truck, one squad, and one utility unit, as well as three command vehicles and one fire prevention unit.

During the study period, the Exeter Fire Department handled 3,917 calls, of which 48 percent were EMS calls. These calls included 1,190 fire prevention and non-emergency calls, as well as an additional 28 calls that were removed during data processing. The total combined workload (deployed time) for all EFD units excluding the removed calls was 1,736.2 hours. The average dispatch time for the first arriving unit was 1.2 minutes and the average response time of the first



arriving EFD unit was 7.2 minutes. The 90th percentile dispatch time was 3.4 minutes and the 90th percentile response time was 10.0 minutes.

A significant component of this report is the completion of an All-Hazard Risk Assessment of the Community. The All-Hazard Risk Assessment of the Community contemplates many factors that cause, create, facilitate, extend, and enhance risk in and to a community. The risk analysis conducted by CPSM for Exeter considers the impact of each risk or factor utilizing a three-axis approach. The three-axis approach to evaluating risk includes the **probability** of the event, **consequences** to the community, and **impact** on the organization, in this case the EFD. Factors that are discussed are:

- Population and demographics.
- Climate and the environment.
- Buildings located in the town (the built upon environment).
- Transportation.
- Targeted building/occupancy hazard.
- Fire- and EMS-related risks.
- Incident demand.

CPSM measured and reported on these risks individually and as a whole.

Other significant components of this report is an analysis of the current deployment of resources and the performance of these resources in terms of response times and the single EFD fire management zone; current staffing levels and patterns; department resiliency (ability to handle more than one incident); critical tasking elements for specific incident responses; and assembling an effective response force. CPSM analyzed these items and is providing recommendations where applicable to improve service delivery and for future planning purposes.

In summation, a comprehensive risk assessment and review of deployable assets are critical aspects. First, these reviews will assist the EFD in quantifying the risks that it faces. Second, the EFD will be better equipped to determine if the current response resources are sufficiently staffed, equipped, trained, and positioned. The factors that drive the service needs are examined and then link directly to discussions regarding the assembling of an effective response force and when contemplating the response capabilities needed to adequately address the existing risks, which encompasses the component of critical tasking.

Although it can reasonably be anticipated that the EFD's call volume will continue to gradually increase each year as the town continues its growth and development, at the present time the department appears able to handle its normal call volume. With the resources the department currently deploys, the department can handle most of the single unit requests for service that it receives without the need for outside assistance.

However, the EFD relies heavily on call-back staffing, along with automatic and mutual aid that responds from moderate to long distances, to assemble an effective response force for building fires. To be effective and reduce safety concerns, fire (and some EMS) critical tasks are designed to be performed simultaneously and not consecutively. Thus, it is important to assemble an effective response force in a timely manner.

CPSM was also asked to review the Exeter Emergency Communications Center and the existing public safety facility. This was completed from both a generalized perspective and then from a fire and EMS perspective. Recommendations are provided on these two reviews.

This report contains a series of observations and recommendations provided by CPSM that are intended to help the EFD deliver services more efficiently and effectively.

Recommendations and considerations for continuous improvement of services are presented here. CPSM recognizes there may be recommendations and considerations offered that first must be budgeted for, or for which processes must be developed prior to implementation.

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## RECOMMENDATIONS

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1. CPSM recommends the EFD maintain proper vehicle maintenance schedules in accordance with motor and manufacturer specifications and recommendations, as well as a formal replacement schedule. CPSM also recommends the EFD consider, budget permitting, a change to a 15-year replacement schedule for engine apparatus, as apparatus over 15 years of age might include only a few of the safety upgrades required by the most recent editions of NFPA 1901 (NFPA 1901 is generally updated every five years). (See p. 10.)
2. CPSM recommends the EFD consider, funding permitting, the purchase of a water tender apparatus for response to those areas of the town not serviced by municipal fire hydrants for the purpose of enhancing water supply for firefighting operations. (See p. 12.)
3. CPSM recommends the town invest in CAD-to-CAD transfer software to link the primary state PSAP to the Exeter ECC PSAP so that redundant call answering and event processing time can be reduced. This would create a more efficient Exeter ECC dispatch system, and enable the ECC to send first responders to events quicker. (See p. 15.)
4. CPSM recommends the ANI-ALI software enhancement that will enable Exeter to view the EMS incident address as it is taken by the Bureau of Communications in Concord be fully implemented as designed. (See p. 16.)
5. CPSM recommends the CAD software be reviewed and a determination be made as to what version the system is currently operating on, and if the system requires updating that this be performed. (See p. 16.)
6. CPSM recommends the ECC be considered in any new facility discussions or current facility renovation planning for the purpose of expanding the work area and ensuring proper lighting, ventilation, security, and employee facilities. (See p. 16.)
7. CPSM recommends the ECC supervisor and staff continue to expand their post new-hire training to include regular attendance at professional conferences and dispatcher discipline specific training courses. (See p. 16.)
8. CPSM recommends the town budget for a full time dedicated IT position for public safety. (See p. 16)
9. EFD should engage the Seacoast Chief Fire Officers Mutual Aid District (SCFO) agreement jurisdictions and begin to create automatic aid agreements with mutual aid companies in order to address the effective response force requirements for open-air strip center, apartment, and high-rise structure fire incidents. (See p. 61.)
10. EFD should evaluate the minimum number of firefighters to initially send to an incident in order to comply with CFR 1910.134 and NFPA in terms of two-in/two-out requirements. (See p. 61.)
11. CPSM recommends that EFD hire two firefighters immediately to staff the A and C shifts with seven members each. This will provide consistency between the shifts and give A and C shifts one additional firefighter to cover vacancies created by leave, injury, illness, and military assignments. (See p. 61.)
12. CPSM recommends that the town review budget expenditures for overtime vs. hiring full-time staff. In 2019, EFD spent \$240,733.48 on overtime encompassing 11 categories. While not all OT expenditures can be eliminated by additional staffing, OT for recall, sick leave coverage, personnel coverage, and vacation can be reduced. The budget for 2019 details an increase of 88 percent in OT for vacation; in the 2020 preliminary budget, there is a 34.6 percent



increase for vacation coverage and an OT increase for sick leave at 24.4 percent. Hiring full-time staff could result in a reduction of these OT expenditures. (See p. 62.)

13. CPSM recommends that EFD develop a strategic funding plan to increase the levels of staffing on all four shifts. Increasing staffing levels will not eliminate, but will reduce, the number of combinations on cross-staffing and will enable a consistent service level. Full-time staffing for the EFD is recommended to be eight on each shift, with a minimum staffing of seven staff on each shift. Minimum staffing of seven would allow the engine to be staffed with three personnel, and the ladder with four. Ladder personnel will then cross-staff the first EMS call for service with two personnel. A second EMS call would require the two remaining members from the ladder to respond the second ambulance. This will leave the engine with a staffing of three personnel. Under this staffing model, there will be times when the ladder will be staffed with four or two for fire response, which enhances the ability to perform critical tasks simultaneously rather than consecutively. (See p. 62.)
14. CPSM recommends that under the current staffing model, an engine be assigned to priority medical calls with the ambulance. This eliminates responding three members on the initial response ambulance. Thirty-two percent of EFD medical calls are dispatched as a priority incident, which prompts the response of three personnel on the ambulance. The better practice would be to respond with two on the ambulance and respond the engine to assist with a staff of three. If the incident turns out to be a true priority call, a member of the engine would then drop off the engine and ride with the ambulance to the hospital. The engine would remain in service with two personnel; however, staffing would be back at three within the hour given that 93 percent of all medical calls for EFD last less than an hour. In many instances, a call dispatched as an ALS call is less severe than what is initially dispatched; therefore, the need for an additional paramedic or firefighter on the ambulance is often not required. (See p. 62.)
15. CPSM recommends the EFD establish and measure a turnout time goal for fire and EMS responses that aligns more closely with the NFPA 1710 national consensus benchmark. (See p. 82.)
16. CPSM recommends that when considering an additional fire station, or the relocation of the current fire station (thus maintaining a single fire station response location), that consideration be given to a location that reduces travel time so that the department aligns more closely with the NFPA 1710 national consensus benchmark. (See p. 82.)
17. CPSM recommends that automatic aid agreements be established with North Hampton, Hampton, and Newfields so that any delay in assembling an effective response force for multicompany responses is minimized. (See p. 82.)
18. CPSM recommends the town complete a space needs assessment for fire, police, emergency operations center, and emergency communications along with a location study for a facility to adequately house and accommodate necessary parking for fire, police, emergency communications, and the emergency operations center. Once these studies are completed, CPSM further recommends the town consider the concept of a single public safety building if the concept proves to be cost efficient, as such a facility would meld joint use areas where applicable for staff and cost efficiencies. (See p. 91.)

## DRAFT Study Discussion & Clarifications: October 14, 2020

### Staffing Recommendations

CPSM recommends that EFD develop a strategic funding plan to increase the levels of staffing on all four shifts. Increasing staffing levels will not eliminate, but will reduce, the number of combinations on cross-staffing and will enable a consistent service level.

Full-time staffing for the EFD is recommended to be eight on each shift, with a minimum staffing of seven staff on each shift. Minimum staffing of seven would allow the engine to be staffed with three personnel, and the ladder with four. Ladder personnel will then cross-staff the first EMS call for service with two personnel. A second EMS call would require the two remaining members from the ladder to respond the second ambulance. This will leave the engine with a staffing of three personnel. Under this staffing model, there will be times when the ladder will be staffed with four or two for fire response, which enhances the ability to perform critical tasks simultaneously rather than consecutively. (Recommendation No. 12.)

### Cross-Staffing and Resiliency

Regarding cross staffing (*CPSM recommends that EFD develop a strategic funding plan to increase the levels of staffing on all four shifts. Increasing staffing levels will not eliminate, but will reduce, the number of combinations on cross-staffing and will enable a consistent service level*).

- On average, about 84 percent of the time, the EFD does not have a resiliency issue.
- A resiliency issue (duplicate call) occurs about 16 percent of the time.
  - ***In the long term, EFD will need to move away from the cross-staffing model as the number of incidents increase. In a recent article, Steven Knight, PhD, stated that, "There are limitations on cross-staffing units. Once the call volume becomes too frequent or the rate of simultaneous calls rises, then each respective unit needs to be separately staffed."* Knight goes on to say that each agency can establish its own benchmarks for cross-staffing effectiveness, however, he suggests a good benchmark to evaluate the effectiveness of cross-staffing is no more than five calls per day and a call concurrency rate of no more than 15 percent.**

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<sup>1</sup>. Alternate Deployment Models for the Fire Service, *Fire Rescue I*, Jun 2018, Steven Knight PhD.

- Generally, on a fire incident, available EFD staffing and resources are committed, because the daily staffing allows for the deployment of an EMS transport unit and one to two fire units, depending on the type of call for service.
- If a duplicate EMS incident occurs, **fire staffing is depleted.**
- The reliance on EFD staff recall and automatic/mutual aid companies increases when even one EFD resource is committed. This is typically how the EFD manages restoration when EFD units are committed and resources are depleted, that is, through staff recall and automatic/mutual aid.

### Effective Response Force

High Risk Responses, availability of automatic and mutual aid companies, and not being able to meet Effective Response Force (ERF) in three building types as set forth by NFPA 1710 are contributing factors in the staffing recommendations. EFD meets the Effective Response Force (ERF) for single family dwellings but does not meet the ERF in Open Air Strip Shopping Center, Apartments, and High-Rise Structures. Not meeting the ERF means that the critical tasks as outlined for these individual structures cannot be completed simultaneously and must be completed by automatic aid and mutual aid companies.

*(Full-time staffing for the EFD is recommended to be eight on each shift, with a minimum staffing of seven staff on each shift. Minimum staffing of seven would allow the engine to be staffed with three personnel, and the ladder with four).*

### Risks

- EFD responses include moderate and high risk responses that will have a greater impact on the department due to the current staffing model and delayed mutual aid response, both of which have an effect on assembling an effective response force to handle required critical tasking simultaneously. The reality is that EFD relies heavily on the assistance of automatic aid companies, and given its nature of cross-staffing units, unit reliability can vary from incident to incident. EFD's somewhat isolated location in relation to mutual aid companies will continue to impact assembling enough personnel and resources to the scene.
- Based on Exeter building types, the town has a predominantly low-hazard building risk (single-family dwellings-ERF of 16-17). Medium- and high-hazard building risks are noted in this section as well as High life safety



hazards (when occupied) include hotel/dormitory structures, rooming/lodging structures, and the Exeter Hospital.

#### Mutual Aid reliance and issues

- Only Newfields, a 100 percent volunteer fire department can effectively penetrate the Exeter town corporate limits in both of these time spans that is 240 seconds or 480 seconds. Because they are volunteer, their response is unreliable.
- North Hampton and Hampton can reach the outermost perimeter of the southeast portion of Exeter in 480 seconds. With regards to NFPA 1710, 2020 edition, the Newfields station is also the only automatic/mutual aid company able to reach significant areas of the town in 360 seconds (standard time of the second arriving engine apparatus).
- None of the remaining automatic/mutual aid stations reach Exeter in 480 seconds (the NFPA standard time to assemble on scene the initial first alarm assignment to structure fires (non-high-rise/high hazard)).
- The distances that mutual aid companies must travel are a concern for EFD; North Hampton and Hampton Fire Departments supply an engine on working fires and which have response times of 10 to 15 minutes to Exeter. These elongated times can impact fire suppression activities, especially in rural areas of the town that lack a hydrant system.

**EMS**

**Call Demand Map**



**FIRE**

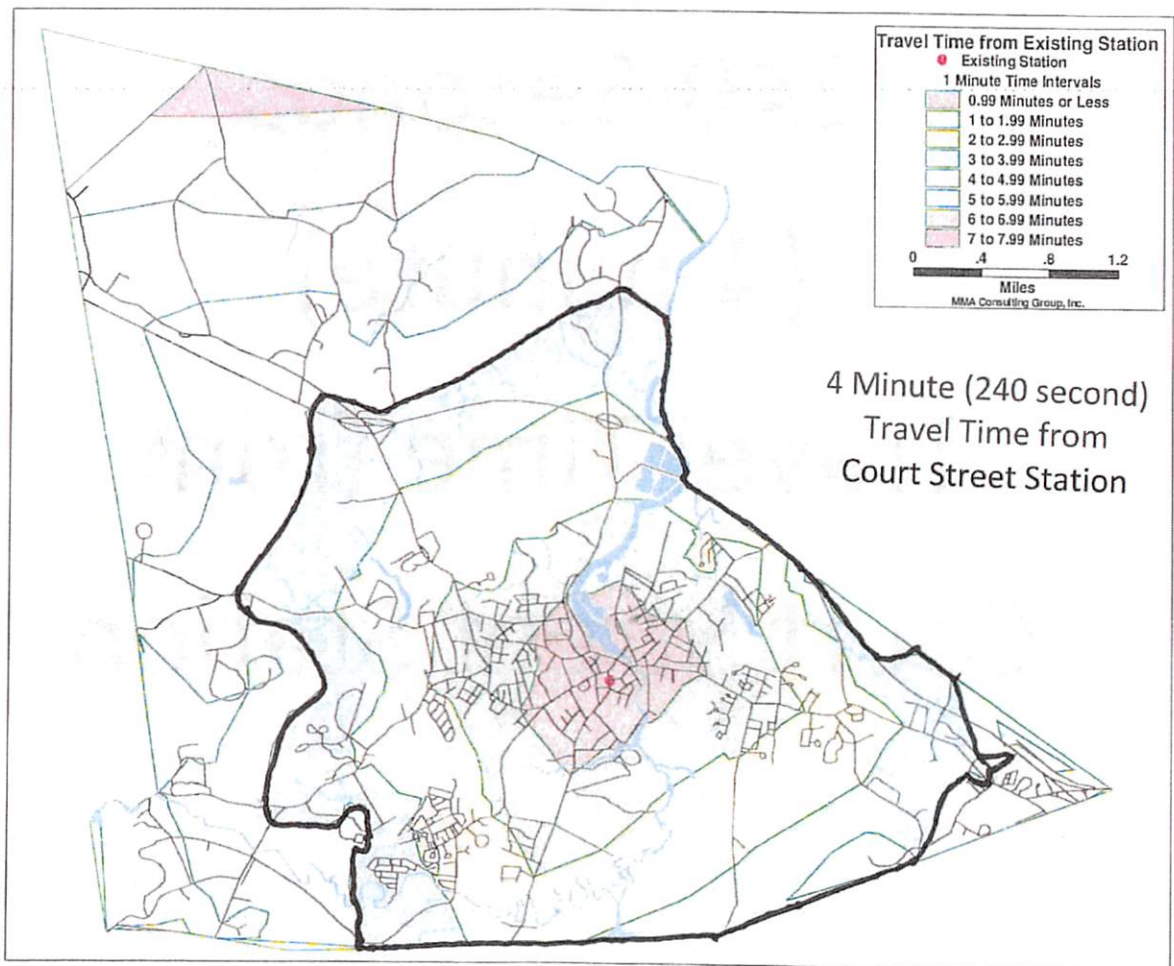
**Call Demand Map**





**240-Seconds  
(4-minute)  
Travel Time from  
Court Street Station**





## **Travel Time to Emergency Calls for Service:**

The Exeter Fire Department call data gathered by the Center for Public Safety Management (CPSM) between September 2018 and August 2019 indicated 3,917 calls were received with 2,699 or approximately 70% deemed emergent in nature.

1,885 EMS calls and 672 fire calls were used to determine total response time, including call-processing time (911-call taking), turnout time (movement within the fire station) and travel time from the fire station to the address of the emergency.

Using this data from the current Court St. station, 1,612 of the 1,885 EMS calls or **85.5%** are within the 240-second (4-minute) NFPA 1710 travel time recommendations. Using this same data, 558 of the 672 fire calls or **83%** are within the recommended 240-second (4-minute) travel time.

*NFPA 1710, Standard for the Organization & Deployment of Fire Suppression, and Emergency Medical Operations to the Public by Career Fire Departments*

*4.1.2.1 The fire department shall establish performance objectives for the first-due response zones identified by the Authority Having Jurisdiction.*

*4.1.2.1. (3) 240 seconds (4-minutes) or less travel time for the arrival of the first engine company at a fire suppression incident.*

*Additional information:*

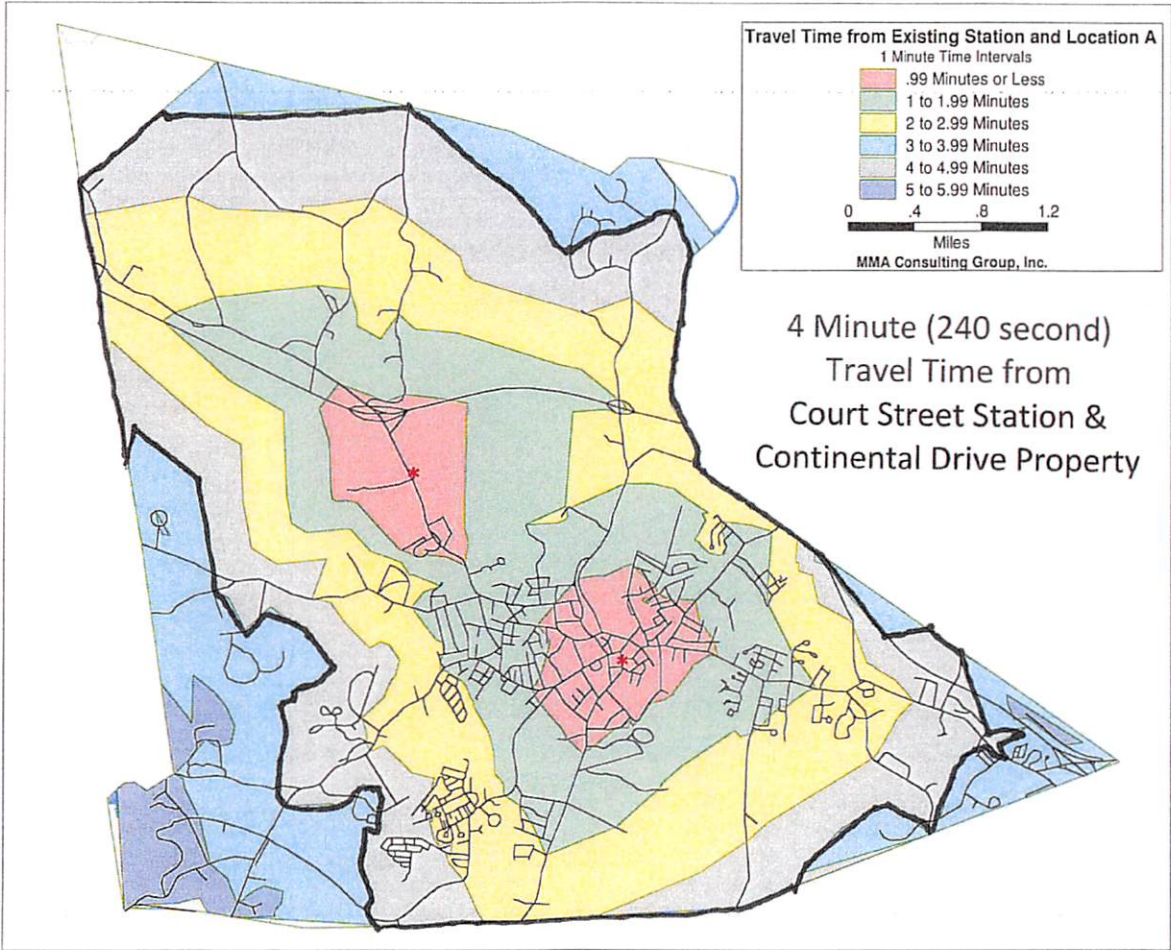
*A.4.1.2.1.(3) This service delivery requirement is intended to have a fire department plan and situate its resources to consistently meet a 240-second travel time for the initial company fire suppression response.*

*4.1.2.4 The fire department shall establish a performance objective of **not less than 90%** for the achievement of each turnout time and travel time performance objective specified in 4.1.2.1.*

When examining the data and looking at travel time using a two (2) station response model, perhaps Court St. & Continental Drive, the total EMS calls reached within 240-seconds (4-minutes) increases to 1,783 or **94.6%** and the total fire calls reached increases to 643 or **95.7%**.



240-Seconds  
(4-minute)  
Travel Time from  
Court Street Station  
&  
Continental Drive  
Property



**Community Power Aggregation Update – Energy Committee**



MEMO TO: Exeter Select Board  
FROM: Exeter Energy Committee  
DATE: April 22, 2021  
SUBJECT: Recommended Next Step for Community Power Aggregation (CPA)

At your meeting of June 15, 2020, Lew Hitzrot and Cliff Sinnott from the Exeter Energy Committee presented an update on Community Power Aggregation and indicated that it has considerable potential benefit for electric consumers in Exeter, and for furthering the renewable energy goals of the Town (see attached summary from that meeting). At the time we recommended no specific action other than continuing our investigation to determine whether Exeter could benefit from participation in a Community Power Aggregation (CPA) and to monitor its development in the State. We promised to return when we had specific recommendations.

Our purpose in returning now is to recommend that the Board consider taking two specific actions that will further efforts to implement Community Power Aggregations in Exeter. These actions are, first, to establish an Electric Aggregation Committee as required by RSA 53-E in order to develop a community power program in Exeter, and second, to join the newly formed Community Power Coalition of New Hampshire (CPCNH) to assist that effort. These recommended actions are further explained below.

### **1. Establish an Electric Aggregation Committee**

As laid out in the community power aggregation law (RSA 53-E) a Town that wishes to implement power aggregation program must first establish an Electric Aggregation Committee to develop an aggregation plan for its community. Once prepared, that plan is then submitted to the Select Board who may then submit it to a Town Meeting for adoption by citizen's vote. The next step in Exeter to begin the process is for the Select Board to establish an Electric Aggregation Committee to prepare the Electric Aggregation Plan. (A link to the text of RSA 53-E is here: [www.gencourt.state.nh.us/rsa/html/III/53-E/53-E-mrg.htm](http://www.gencourt.state.nh.us/rsa/html/III/53-E/53-E-mrg.htm) and general information about Community Power in New Hampshire here: [www.nhenergy.org/community-power-in-nh.html](http://www.nhenergy.org/community-power-in-nh.html) )

That Plan would address, among other things, the advisability of implementing a community power aggregation program for Exeter, its organizational structure, funding, rate setting and costs to customers, the details of program participation, cooperation with other communities in the region, how rate savings are distributed, how the program is terminated, and other topics as needed. During development of the Plan the Electric Aggregation Committee must also solicit public input and hold public hearings.

The Exeter Energy Committee has prepared the attached draft mission statement to outline the various tasks of an Electric Aggregation Committee. We believe that an EAC consisting of members with knowledge in such areas as energy conservation, renewables and energy procurement, public works and utilities, public outreach, consumer advocacy and planning would be best positioned to weigh the pros and cons of community power and to draft an appropriate electric aggregation plan for Exeter. RSA-53-E is not specific as to the makeup or scope of the committee but we envision this as a time limited Ad-hoc Committee existing for the limited purpose of developing the aggregation plan, and perhaps assisting the initial implementation of the program. We would suggest membership of 3 or 5 members, including at least one member from the Energy Committee for continuity purposes. We would consider an adequate timeframe for the committee's work to be June 2021 through December 2023. Once the EAC is established the Town can move forward with further investigation and development of Exeter's Community Power Aggregation Program.



## **2. Join the newly formed Community Power Coalition of New Hampshire (CPCNH)**

Assuming that an Electric Aggregation Committee is established, we also recommend that the Town join the newly formed statewide public non-profit called the Community Power Coalition of New Hampshire (CPCNH). CPCNH will be an important source of information for developing our Energy Aggregation Plan and establishing a viable Community Power program.

The amendments made to RSA 53-E in 2019 made Community Power Aggregation more viable and realistic in New Hampshire. Since that time a number of cities and towns around the state have been working together to develop supporting materials, templates, and general expertise to assist each other in taking the steps to form local CPA programs. This group, which includes, Lebanon, Hanover, Nashua, Harrisville and Cheshire County recently formalized an agreement establishing a new, statewide public non-profit named Community Power Coalition of New Hampshire (CPCNH) that will support communities who wish to implement their own CPAs. That support will come in the form of technical planning resources, negotiating for bulk purchase of electricity, providing contracting and risk management expertise, and eventually developing community power projects.

The Coalition is open to all municipalities and counties in the state. At the present time we are able to join the coalition without any financial obligation. This will be true until the CPCNH develops an approved cost sharing agreement and our CPA program is up and running and producing service-related revenue. The Coalition is structured in such a way that only the members using specific services share in the cost of those services. All members will be obligated to share, on a pro rata basis, the general and administrative costs of CPCNH but not until their CPA programs are established. Those membership costs can only be paid from our own CPA program revenues, not from the municipal budget, and therefore will have no property tax impact and no impact on customers not participating in the CPA program. We see CPCNH as a no risk proposition. If the Town ultimately elects not to establish a CPA program, we are not obligated to continue our membership.

The Energy Committee believes having the services and expertise of such an organization will be critical to the success in establishing a successful CPA program for Exeter. We further believe that a statewide coalition will be in the best position to aggregate electric energy demand in New Hampshire, and to provide the related services in a cost-effective manner.

An overview of the Coalition is available on their website: <https://www.cpcnh.org/about> Also available from this web page is a downloadable version of the "Joint Powers Agreement" (JPA) which establishes the Coalition under RSA 53-A - Agreement Between Government Units and spells out the details of how the Coalition will operate, including membership, governance, cost sharing, and includes the organization's bylaws.

DRAFT MISSION STATEMENT  
EXETER ELECTRIC AGGREGATION COMMITTEE

The passage of SB 286 in August of 2019 and its subsequent changes to RSA 53E has made it feasible for NH municipalities to become the default electrical energy provider\* for their residents and businesses through the formation of a Community Power Aggregation program. By doing so, those municipalities may be able to:

- provide electricity at lower cost to residents and businesses
- have greater choice in the selection of energy providers
- offer greater choice in renewable energy sources in its electric supply offered to residents
- alone or in conjunction with surrounding communities, develop a reserve fund to support improvements to energy infrastructure

Pursuant to RSA 53-E:6, the formation of an Electric Aggregation Committee is a required step in establishing a Community Power Aggregation program. The Mission of the Exeter Energy Aggregation Committee will be to determine whether participation in a Community Power Aggregation (CPA) is in the best interest of the Town and, if so, to present to the Exeter Select Board an Energy Aggregation Plan for subsequent approval at Town Meeting by citizen's vote, and as needed, assist the Town in its implementation.

In pursuit of this mission the Exeter Energy Aggregation Committee shall:

- Investigate how Exeter might benefit from a CPA using such resources as Clean Energy New Hampshire, the Monadnock Sustainability Hub, CPA brokers, and other communities in the region.
- Assist in educating the public about community power and its potential to meet Exeter's clean energy goals
- Reach out to energy brokers to learn about their services and fees
- Receive and analyze appropriate electrical usage data from Unitil
- Consider the advantages and disadvantages of regional and statewide collaboration in developing community power aggregation
- Provide for public hearings prior to drafting any Community Power Aggregation Plan
- Develop a Draft Community Power Aggregation Plan for consideration by the Select Board and the Legislative Body.

*\*Unitil will continue to own and operate electric distribution and transmission grids*

Mission Statement submitted by Exeter Energy Committee on Earth Day 2021







**COMMUNITY  
POWER COALITION**  
OF NEW HAMPSHIRE  
*For communities, by communities.*

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## The Coalition

The Community Power Coalition of New Hampshire is a non-profit Joint Powers Agency in development — governed “by communities, for communities” — that will empower towns, cities and counties across New Hampshire to:

1. Streamline the process for authorizing a Community Power program locally.
2. Share services and staff support across member cities, towns and counties.
3. Participate in joint power solicitations and local project development opportunities.
4. Share knowledge and collaborate regionally on clean energy and resilient infrastructure development.
5. Speak with one voice at the Legislature and Public Utilities Commission on public advocacy issues related to energy and Community Power.

There are no upfront costs to join the Coalition, and the expense of launching and operating each Member's Community Power program will be repaid after program launch — through the electricity rates set by each Member's governing body (town select boards, city councils and county executive committees) and the revenues received from participating customers in each program.

## Our Values

In carrying out its activities, the Coalition is guided by the following values:

- Embody an inspiring vision for New Hampshire's energy future.
- Support communities to reduce energy costs and pursue economic vitality by harnessing the power of competitive markets and innovation.
- Support communities to implement successful energy and climate policies and to promote the transition to a carbon neutral energy system.
- Balance the interests of member communities who are diverse in demographics, geography and their energy goals.
- Use our shared expertise, leadership and skills to educate, empower and build the capacities of our members.
- Help communities demystify the power sector to make informed decisions.
- Facilitate collaboration and teamwork by championing diversity, equity and inclusion of people and communities of all kinds.

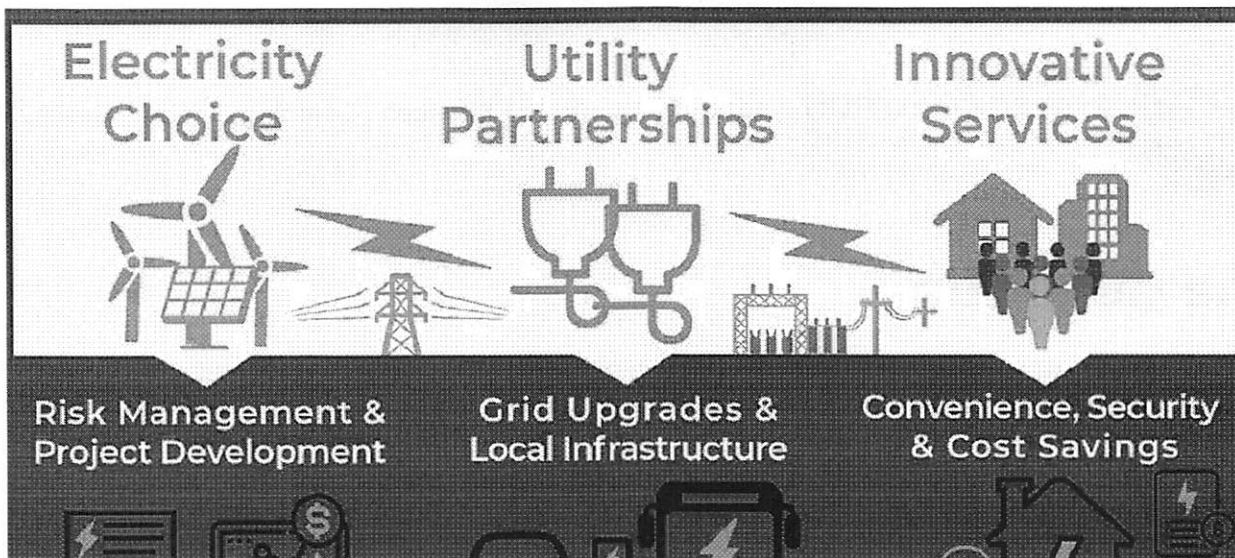
## Community Power

### What is Community Power?

Community Power, authorized under [NH RSA 53-E](#), democratizes energy governance by empowering towns, cities and counties to choose where their electricity comes from on behalf of their residents and businesses, work with utilities on local energy infrastructure upgrades, and provide electricity supply rates and services to all customers participating in the program:

- The Coalition
- Community Power
- Member Benefits
- Governance
- Join the Coalition
- Cost Sharing
- Our History

**COMMUNITY POWER PROGRAMS: LOCAL BENEFITS**



Community Power programs serve as the default electricity supplier within the municipality and are self-funded through the revenues received by participating customers.

Local electric distribution utilities continue to own and operate the "poles and wires", and deliver electricity to all customers in the municipality.

Community Power programs may also offer innovative services and rates for customers on an "opt-in" or "opt-up" basis, such as 100% renewable premium products, time-varying rates and Net Energy Metering generation credits for customers with solar photovoltaics.

## Expanding Customer Choice

Prior to launch of a Community Power program, all eligible customers are mailed notifications and provided the opportunity to opt-out or opt-in to the program, depending on whether they currently take service from a Competitive Electric Power Supplier or are on default service provided by local electric distribution utilities:

- Customers currently on utility-provided default service will be notified, provided the opportunity to decline participation, and transferred to the Community Power if they do not "opt-out". These customer notifications will include the initial fixed rate for the program's default service compared with the utility default service rate, be mailed to customers at least 30 days in advance of program launch, and provide instructions for customers to decline participation (for example, by return postcard, calling a phone number or using a web portal).
- Customers who previously chose to take service from a Competitive Electric Power Supplier will be notified and may request to "opt-in" to the program.

Any new customers that move into the municipality in future will be automatically eligible to receive default service from the Community Power program and will be sent a notification in the mail.

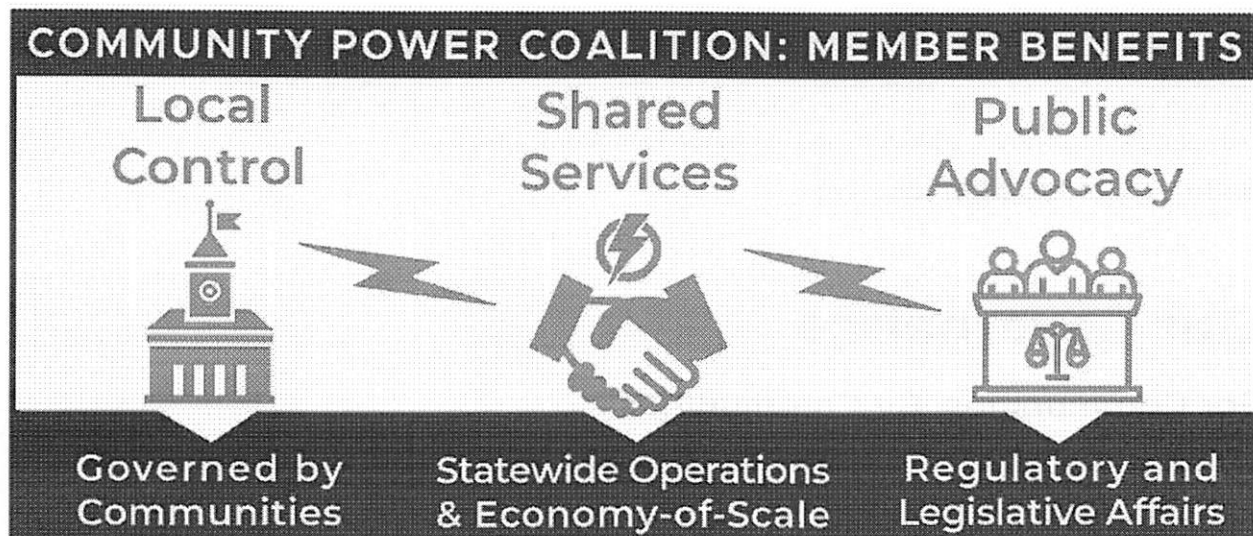
All customers supplied electricity from Community Power programs are free to switch back to the utility-provided default service, or to take service from a Competitive Electric Power Supplier, by opting-out of the program and switching suppliers in advance of their next billing cycle.

## Member Benefits

### The Power of Joint Action

By joining together, Members of the Coalition create economies of scale and innovation in procuring services and managing power procurement risks, gain administrative efficiencies in terms of expert staff oversight, and strengthen their voice at the Legislature and Public Utilities Commission — all while maintaining local control and community values.

- The Coalition ○
- Community Power ●
- Member Benefits ○
- Governance ○
- Join the Coalition ○
- Cost Sharing ○
- Our History ○



The Coalition has already proven able to coordinate municipalities to speak with one voice — and be heard — at the Legislature, with the [“Early Legislative Victory”](#) on HB 315 to protect and expand Community Power authorities.

In terms of achieving an economy-of-scale, the customer base of the [Coalition’s founding members](#) is forecasted to be approximately equivalent to Liberty Utilities (in terms of default service accounts and electricity procurement). Given the high degree of awareness and [interest expressed by other municipalities in joining the Coalition to-date](#), the agency may expand to procure more electricity than Until does within the 2022-23 timeframe.

## Industry Leading Services

The Coalition’s business model has been designed in accordance with competitive energy industry best practices in order to ensure that Member Community Power programs receive the [highest-quality services](#) provided by industry-leading vendors.

The Coalition’s scale and structure as a Joint Powers Agency is what allows it to provide Members with continuous, expert management of a diversified portfolio of short- to long-term energy contracts negotiated with multiple competing suppliers. This approach is more “hands on” and flexible in terms of risk management compared to Community Power programs in most other states, where a municipality will typically: hire a broker on an individual basis, contract with a single electricity supplier at a fixed-price for a 1-to-3-year term, and hope that the program results in cost savings for customers on average (compared to how utility default service rates change over the length of contract).

The Coalition’s “energy portfolio risk management” approach is industry standard best practice and is relied upon by larger power agencies and competitive suppliers. It will allow the Coalition to:

- Actively engage in ISO New England wholesale markets on behalf of Members on a 24/7 basis;
- Monitor and optimize exposure to market price volatility and forward power markets — to identify opportunities to enter into transactions that stabilize and reduce power supply costs, hedge risk exposure, and maintain Member portfolios in compliance with adopted Risk Management and Financial Reserve Policies.
- Provide the flexibility required to deliver on Members’ short- and long-term goals — such as by layering in contracts from local generation into our overall supply portfolio (from municipal hydroelectric facilities and community solar and storage projects).

The Coalition’s retail customer services are structured to provide a similar level of flexibility and innovation — to offer time-based rate options and electric vehicle charging rates that enable demand flexibility, individual and group net metering credits, distributed generation and energy storage dispatch programs, and other services that enable market access for third-party aggregators and directly empower customers to adopt new technologies and lower

their cost of service (for both individual customers on a “full bill” basis and for each Member’s supply portfolio overall).

These strategies combine to analyze and manage financial risk holistically, at the enterprise level, and will allow Coalition Members to operate their Community Power programs on a stable, long-term basis.

Ensuring long-term stability unlocks the ability of our Members to contract for the construction of new renewables and battery storage (which are only financeable under long-term contracts).

Read more on our [Shared Services](#) pages.

# Our Governance

## For Communities, By Communities

- The Coalition ○
- Community Power ⊕
- Member Benefits ○
- Governance ○
- Join the Coalition ○
- Cost Sharing ○
- Our History ○

The agency, as designed by the [Coalition Organizing Group](#), is being structured under [NH RSA 53-A](#) as a tax-exempt governmental instrumentality governed by member municipalities and counties.

- New Hampshire cities, towns, and counties who join as Members of the Coalition may appoint representatives to the agency's Board of Directors, ensuring a governance structure that maintains operational and financial transparency.
- All founding members will be directly represented on the Coalition's Board until more than twenty-one (21) members join, at which point directors will be elected by vote of the members at annual meetings.
- All meetings of the Coalition will comply with New Hampshire's Right-to-Know Law ([NH RSA 91-A](#)), the purpose of which is to "ensure both the greatest possible public access to the actions, discussions and records of all public bodies, and their accountability to the people", based on the recognition that "openness in the conduct of public business is essential to a democratic society."

Participation in the Coalition is voluntary: Members choose which services to share and projects to jointly develop, and may withdraw from participating in the Coalition entirely (subject to the conditions and timelines of any cost-sharing agreements entered into prior to that point).

# Join the Coalition

## Joint Powers Agreement

- The Coalition ○
- Community Power ⊕
- Member Benefits ○
- Governance ○
- Join the Coalition ○
- Cost Sharing ○
- Our History ○

To join the Coalition, a community's governing body votes to enter into the Coalition's [Joint Powers Agreement](#).

The Joint Powers Agreement is a contract among counties, cities and towns and the corporate charter of the Community Power Coalition of New Hampshire. It is authorized under [NH RSA 53-A](#), the purpose of which is to:

*"permit 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."*

The Coalition Joint Powers Agreement includes both the Articles of Agreement and initial By-Laws for the corporation, which details the purpose and structure of the organization, voting rights and election of the Board of Directors, provisions and categories of cost sharing (for administration, member services and projects), role of oversight committees, limitations of liability, insurance requirements and other aspects of running the enterprise. It authorizes the agency to:

- Jointly exercise certain municipal authorities to promote the common good, general welfare and economic vitality across Member communities;
- Provide supportive services and technical assistance to Member's Community Power programs; and

- Promote public education and civic engagement.

We are currently drafting a guidebook for municipalities that will cover each step in the process required to join the Coalition and launch a Community Power program — [read more here](#).

[Download the Joint Powers Agreement](#)

# Cost Sharing

## What does it cost to join the Coalition?

- The Coalition ○
- Community Power ●
- Member Benefits ○
- Governance ○
- Join the Coalition ○
- Cost Sharing ○
- Our History ○

There is no cost to adopting the Joint Powers Agreement and joining the Coalition as a Member:

- Initial Members will participate in the development of the Coalition’s cost-sharing agreements (in accordance with [Article V of the Joint Powers Agreement and Attachment A, Definition 1, p.13](#)).
- Municipalities are under no financial obligation until they execute a cost-sharing agreement.
- Municipalities may withdraw from the Coalition prior to entering into a cost-sharing agreement without any financial obligation, and withdraw at any time thereafter subject to the terms, conditions and continuing obligations specified in the cost-sharing agreement.

The Joint Powers Agreement stipulates that cost-sharing agreements will track and allocate three types of expenses incurred to administer the Agency, provide services and facilitate project development for participating Community Power programs:

- **Member Services Costs:** Members may choose from a menu of services required to launch and operate their Community Power program, with the associated costs for each service recovered from participating Members. (The Complete Service Bundle will include: program implementation, power supply procurement and risk management, data management and billing, and customer services.)
- **Direct Project Costs:** Members may choose to participate in a specific Project (e.g., a community solar project), and the associated costs for each Project will be recovered from participating Members.
- **General and Administrative Costs:** overhead expenses that are not allocated to either Member Services or Direct Project Costs will be recovered from all Members, based on their pro rata share of annual electricity sales.

Community Power programs are self-funded from the revenue received from participating customers:

- Members will be able to launch Community Power programs at no upfront expense through the Coalition:
- Program implementation and ongoing operating costs for each Member will be recovered post-launch through revenues from electricity sales.
- All costs will be recovered in the customer rates set by each Member.

[Download the Joint Powers Agreement](#)

# Our History

## Early Stage Formation

- The Coalition ○
- Community Power ●
- Member Benefits ○
- Governance ○
- Join the Coalition ○
- Cost Sharing ○
- Our History ○

Beginning in 2019, an ad-hoc work group known as the “[Coalition Organizing Group](#)” met regularly to research national best practices and explore the viability of establishing a new public power nonprofit to share services across

municipalities and counties. The Coalition Organizing Group has been led by the following municipal and county staff and officials:

- **City of Lebanon:** Clifton Below, Assistant Mayor; Tad Montgomery, Energy & Facilities Manager; Everett Hammond, Assistant Public Works Director
- **Town of Hanover:** Julia Griffin, Town Manager; April Salas, Sustainability Director;
- **City of Nashua:** Doria Brown, Energy Manager;
- **Cheshire County:** Christopher Coates, County Administrator; Rod Bouchard, Deputy County Administrator;
- **Town of Harrisville:** Andrea Hodson, Selectwoman and member of Electric Aggregation Committee; Ned Hulbert, member of Electric Aggregation Committee.

The Coalition has been supported by technical and community advisors including: Henry Herndon, formerly Director of Local Energy Solutions, Clean Energy NH; Dori Drachman, Co-Founder, Monadnock Sustainability Network; Samuel Golding, President, Community Choice Partners; Dr. Amro Farid, Associate Professor, Thayer School of Engineering at Dartmouth College, and Mary Day Mordecai, Growing Edge Partners.

Members of the Coalition's Organizing Group have:

- Participated and often led discussions in the Community Power informal rule drafting process hosted by the Public Utilities Commission;
- Intervened in regulatory proceedings and legislative hearings to represent the interests of communities and customers, such as by advocating for expanded data access in the Commission's Statewide Data Platform docket ([DE 19-197](#)), and successfully negotiating the clarification and expansion of key Community Power authorities in House Bill 315;
- Assessed power agency design best practices — in terms of community governance and competitive operating models — by interviewing elected officials, senior staff and vendors operating Community Power programs in other states (such as the [Redwood Coast Energy Authority](#) and [Silicon Valley Clean Energy](#) in California), along with representatives from public power associations (such as the [American Public Power Association](#) and the [Vermont Public Power Supply Authority](#)) and other industry experts; and
- Hosted a virtual summit on Community Power that was attended by over eighty representatives from thirty-one municipalities, collectively representing one-quarter of the state's default electricity market.

## Execution of legal, community engagement and professional services contracts

In the second half of 2020, the City of Lebanon and Town of Hanover, in collaboration with the Organizing Group, after reviewing six responses to a Request for Qualifications, retained the law firm of [Duncan, Weinberg, Genzer & Pembroke](#) and worked with firm president Michael Postar Esq. and subcontracted New Hampshire counsel to draft the Coalition's Joint Power Agreement. Duncan Weinberg are national leaders with over 50 years of public power legal guidance. In January 2021, the New Hampshire Attorney General approved our governance agreement as conforming to state law. Hanover and Lebanon are the first two municipalities to have voted to approve the Joint Powers Agreement to create the Coalition.

In February 2021, the City of Lebanon using previously secured grant funding and in collaboration with the Coalition's Organizing Group contracted with Henry Herndon (formerly the Director of Local Energy Solutions at Clean Energy New Hampshire) and Samuel Golding of Community Choice Partners, Inc., to provide implementation support services prior to launch. Services include supporting municipalities throughout the Community Power approval and formation process, and conducting competitive solicitations for the services, credit support and electricity procurement required to launch and operate member Community Power programs.

The Coalition will contract with qualified vendors and credit-worthy suppliers to cover the upfront cost of implementing Community Power programs, the expense of which is expected to be amortized and recovered in member program's rates and charges to participating customers for a specified term. Similar at-risk and performance-based contract structures have been used to successfully launch and operate programs in other Community Power markets.

To ensure effective management of business operations, as well as enhanced transparency and oversight, the Coalition plans to hire a small number of qualified staff.





info@cpcnh.org

14 Dixon Ave, Suite 201, Concord, NH 03301

**Draft Motion:**

Move the Select Board form a 5 member Electric Aggregation Committee. This ad-hoc committee will be charged with investigating Community Power for Exeter and will exist through December 31<sup>st</sup>, 2022 unless extended by the Select Board.

Appointments will be as follows: (the proponents have suggested this committee be a subcommittee of the Energy Committee – this would be discussed further at the Board meeting).

## DRAFT MINUTES Town of Exeter Energy Committee

Wednesday April 14<sup>th</sup> , 2020 at 3:30 pm. ZOOM via Exeter TV

Betsy Stevens, Amy Farnham, Lew Hitzrot, Cliff Sinnott, Renay Allen, Camille Webber .....Dave Sharples

Members of the public: none

\*\* please note ZOOM protocol was issued by town, public comment was available

ONGOING BUSINESS:

**Preamble Disclaimer and Roll call:** executed

**Last month's minutes:** approved

**Opening slide:** Shown for the benefit of citizens at home. Included EV's in Exeter graphic for Earth Day

**Guest speaker:** Henry Herndon, of Community Power Coalition of NH

**Community Choice Power:** Henry showed the new CPCNH.org website, and where to find info to help with April 26<sup>th</sup> presentation to SelectBoard at which they will ask for permission to form an ad-hoc cmte to get the town data and investigate the feasibility. ("Join the Coalition" tab.) In Jan 2021 CPCNH was approved by the NH Atty General. There is no cost to join, and no cost at all until if/when the town votes YES next March and a power contract is signed. At that point the costs will be covered by the electricity rates. Lew & Cliff will get a cover sheet in the SB packet soon. Julia Griffen, town manager of Hanover will be invited to attend SB meeting to answer technical questions. Henry also spoke of omnibus legislation SB91, looking for support of part 4 and removal of part 5.

**Landfill solar project:** Dave Sharples reports that the interconnection study is just beginning. He and the town manager will wait until the next round to shop for the bank bond, as we have to wait until the Statehouse lifts the 1M net-metering cap. If all goes well, that lift should happen this summer.

**Sustainability Officer update:** Dave is a member of NEMS and mentioned a new idea called inline hydro, which generate from internal water lines. The New England Municipal Sustainability Network (NEMS Network) is a consortium of New England cities and towns that collaborate to build more sustainable communities consistent with the goals of the Global Covenant of Mayors. The Network empowers its members to identify, develop, implement, and manage programs and policies in each member community that achieve high levels of energy efficiency and energy resource sustainability and prepare for the impacts of climate change. It accomplishes this by: 1) providing ongoing peer-to-peer support, training and sharing of resources; 2) arranging for exceptional students from across the U.S. to work on key projects in member communities and 3) identifying opportunities and organizing cooperative multi-community initiatives that reduce GHG emissions in member communities or harden member communities from the impacts of a changing climate.

**Green-Minute Video:** Exeter's first Earth Day PSA video was premiered on April 2nd: 16 mins long featuring 9 committees. and can be seen at <https://www.youtube.com/watch?v=-92pJ8ObcOc> Please view and share to social media

**Student Liaison to the Town of Exeter Energy Cmte:** Camille reported that the website host for the EHS "Talon" went away, and they are looking for a new platform, which should be up soon. Her next article is ready to go.

### Public education:

- **Heat Pumps/AC units via Zoom:** Amy and Renay will pick a date in May for next live webinar
- **ButtonUp NH Zoom: May 17<sup>th</sup> at 7pm:** An annual project of NHSaves that gives rebates for home insulation projects.

**Adjourned 4:20pm**

**Next meeting May 12<sup>th</sup> at 3:30..... ZOOM via Exeter TV thanks Garret!**

### ACTION ITEMS: social distance & stay safe!

**ALL:** sign in support of relevant bills at NH State House, share Green-Minute

**Renay** Send Green-Minute link and SB91 support link to all, pick Heat Pumps date w Amy

**Cliff & Lew:** Continue with Aggregation project, draft select board interim update. Contact Julia Griffen

**Amy:** Earth Day memo pick dates for spring heat pump Zooms

**Betsy:** Welcome aboard! New ideas welcome.

**Camille:** post second EHS newsletter project when new website up.

Registered	EV	hybrid	total
2021	60	342	402
2020	44	311	355
2019	26	240	266
2018	10	203	213

Fleet vehicles = 2  
Public chargers = 0

**Drought Update – Jennifer Perry, DPW**



# EXETER PUBLIC WORKS DEPARTMENT

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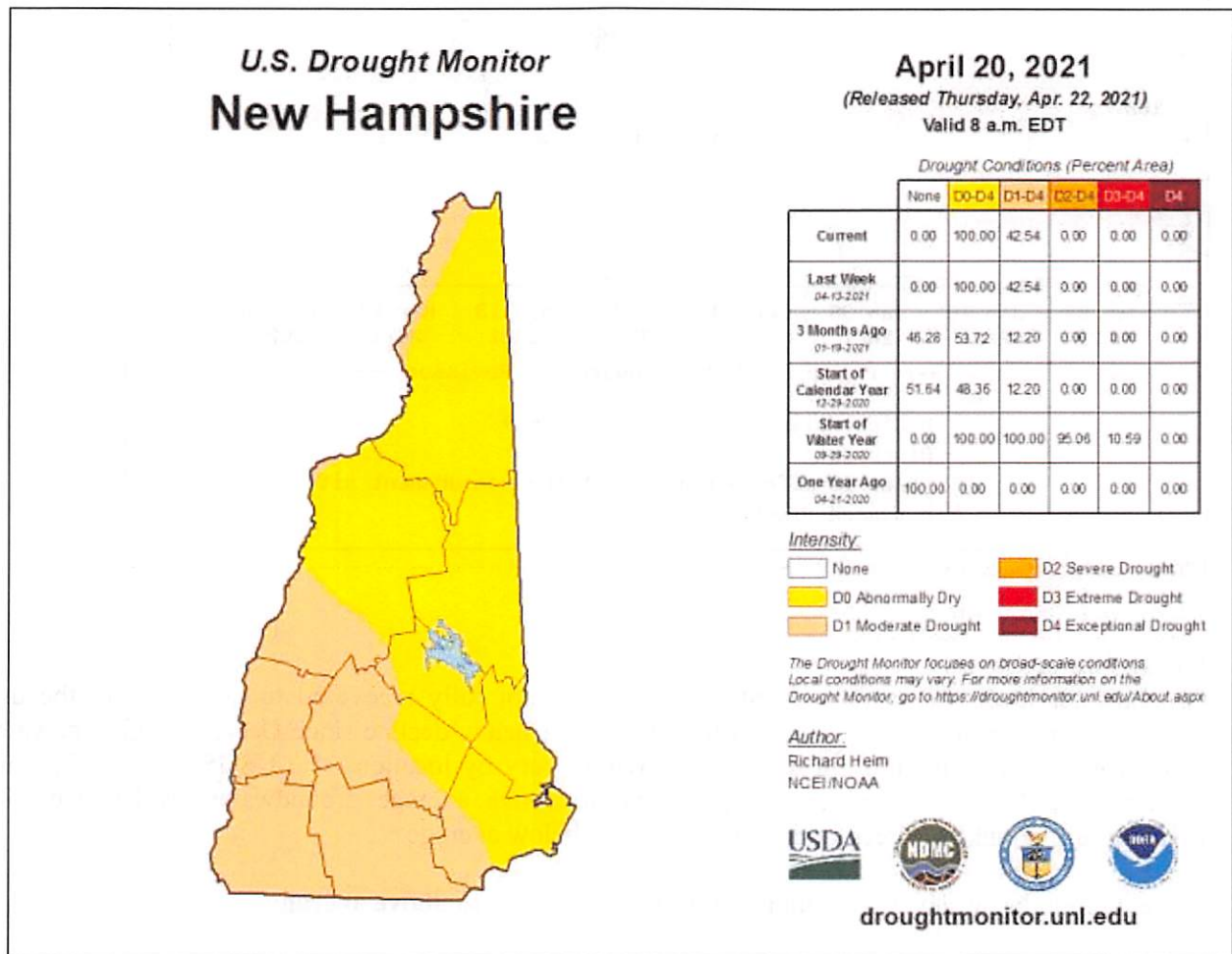
[www.exeternh.gov](http://www.exeternh.gov)

## MEMO

DATE: April 23, 2021  
 TO: Russell Dean, 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 April 20, 2021, indicates the entire State of New Hampshire is now abnormally dry (D0) or in moderate drought (D1) conditions. The Town of Exeter and the upper reaches of the Exeter River watershed continue to be **abnormally dry (D0)**; drought conditions have persisted here since May 2020.



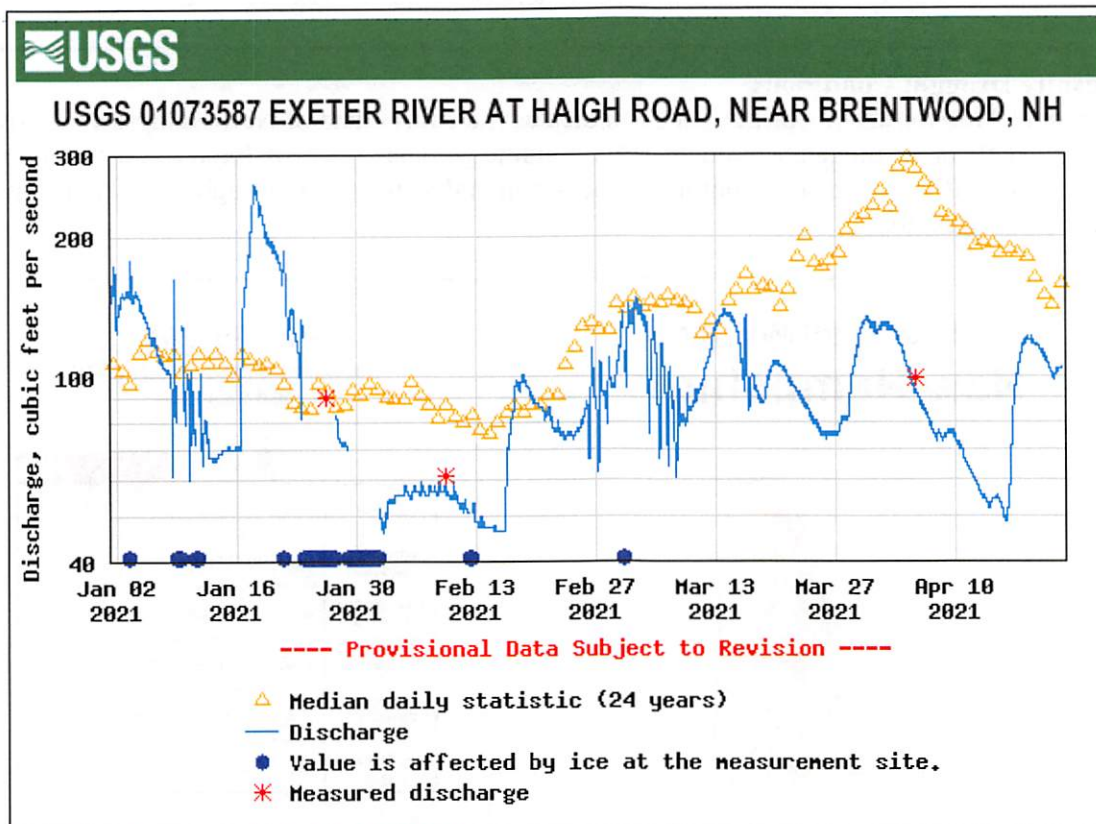
The U.S. Drought Monitor is jointly produced by National Drought Mitigation Center at University of Nebraska-Lincoln, U.S. Department of Agriculture, and National Oceanic and Atmospheric Administration. Map courtesy of NDMC.  
<https://droughtmonitor.unl.edu/CurrentMap/StateDroughtMonitor.aspx?NH>



### River Flow

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 99.5 cubic feet per second (cfs) (at 10:15 on 4/23/2021) which is below the 25<sup>th</sup> percentile and considered below normal. The minimum flow on this date was 48.7 cfs in 2006 and the maximum was 792 cfs in 2000. The water supply intake for the Town of Exeter is located several miles downstream of the gauging station, 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 47 cfs (30.4 MGD).

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



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

### Groundwater Levels

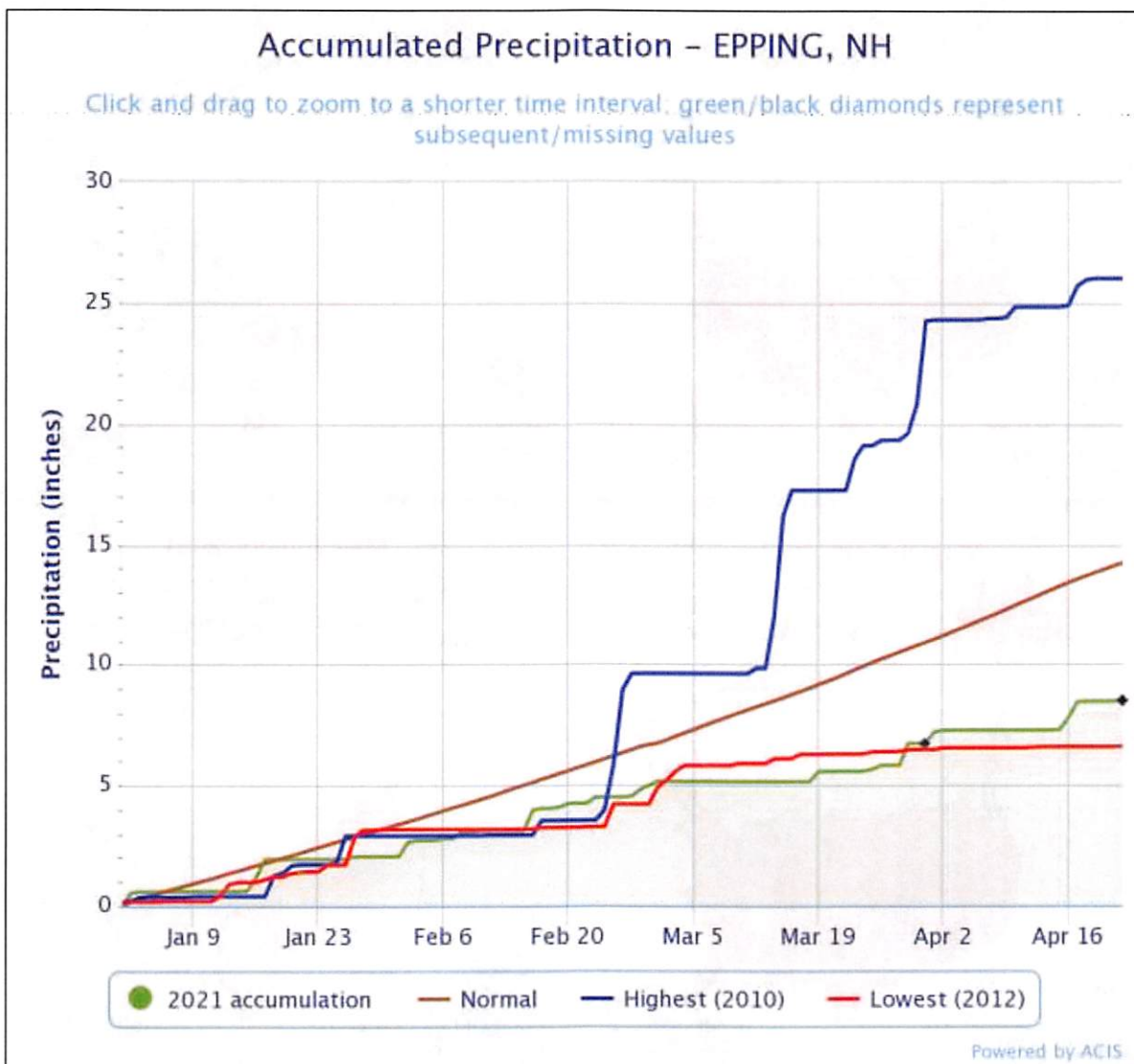
Groundwater levels in many parts of the state have not fully recovered to normal from the dry conditions that began in May 2020 and have been in a steady decline since December. Groundwater levels for long-term monitoring wells in the region vary by location. The USGS wells in Epping, Concord and Nashua are experiencing normal to above average groundwater levels; Deerfield (overburden), Franklin, Greenfield, and Ossipee are below average.

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

### Precipitation

April is typically the rainiest month of the year for this region. However, total precipitation received since January 1 through April 22 is 8.48 inches which is 5.74 inches below the mean of 14.22 inches (Source: National Weather Service NOWData for Epping, NH). Total annual precipitation averages 46.95 inches for this site (57 years of record).

There is a **5.74 inch precipitation deficit** so far in 2021; precipitation is **below normal** for the year.

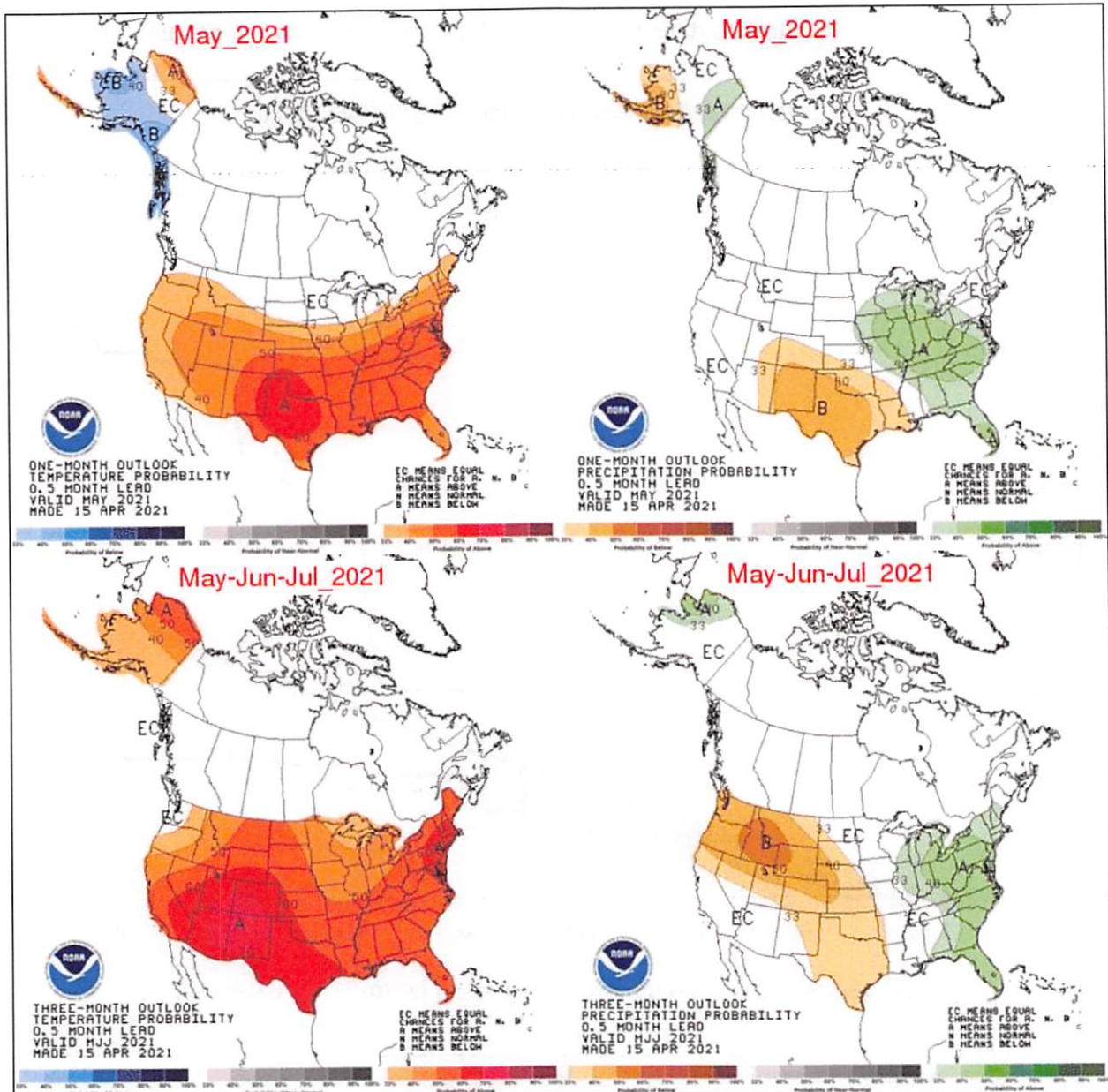


NOAA/National Weather Service, Gray/Portland Office. NOWData for Epping, NH.



### Drought Outlook

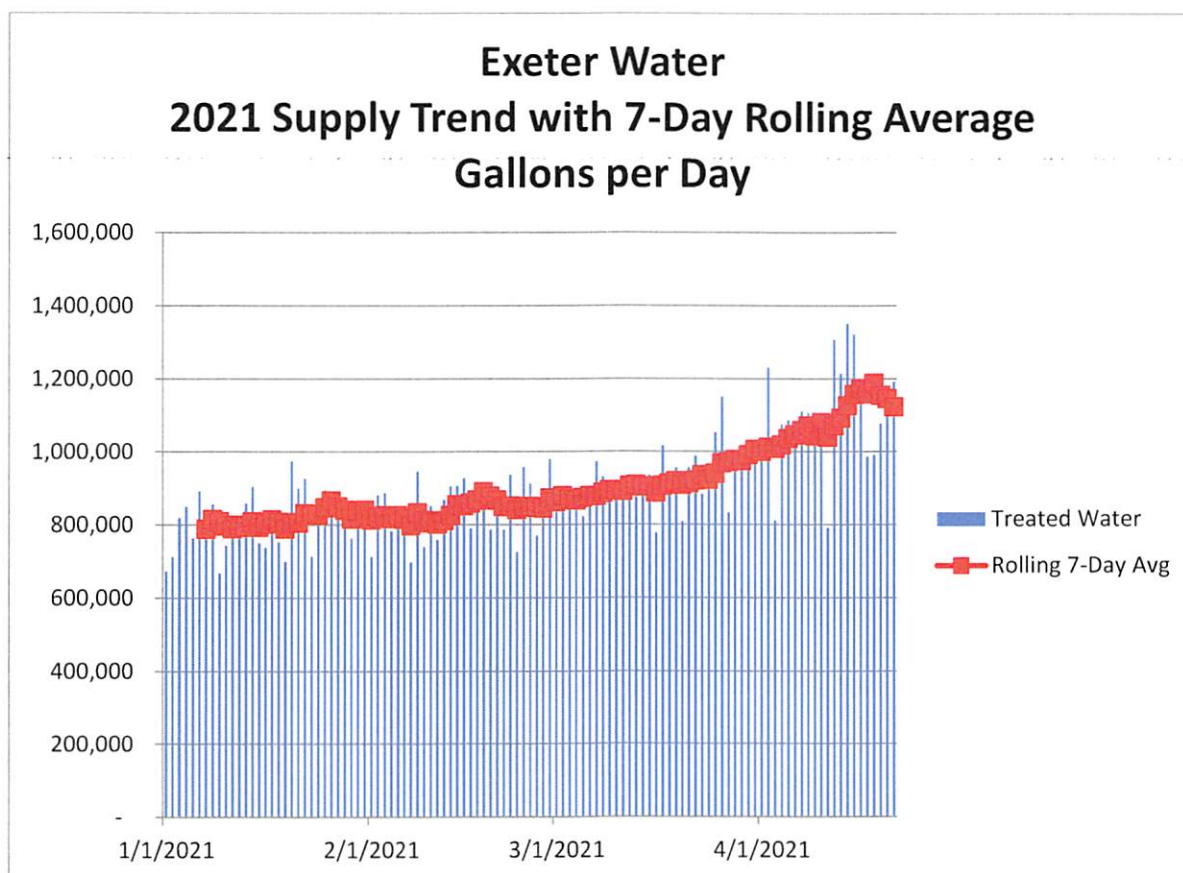
May and the 3 month outlook (May, June, July) **temperatures** are predicted to continue to be **above normal**. May precipitation is predicted equal chance for above, normal or below normal precipitation; the **three month precipitation outlook (May, June, July)** is predicted to be **above normal** for the New England region.



[http://www.cpc.ncep.noaa.gov/products/predictions/multi\\_season/13\\_seasonal\\_outlooks/color/churchill.php](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](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 is climbing toward summer, irrigated flows. Twice yearly distribution system hydrant flushing commenced April 11 and will be complete by April 30. The seven day average on April 21 is 1.12 MGD. To date in 2021 the surface water treatment plant (SWTP) produced 68 MG, supplying 68% of demand. The groundwater treatment plant (GWTP) produced 32 MG, supplying 32% of demand.



### Summary

Exeter and the upper reaches of the Exeter River watershed have been in drought since May 2020 and remain abnormally dry (D0). Temperatures have been above average since May 2020 and are predicted to continue to be above average through July 2021. Precipitation has been below normal with a 5.74 inch rainfall deficit for the calendar year. Surface water flows are below normal (below 25<sup>th</sup> percentile). Groundwater levels range from below average to above average. Exeter water usage is climbing toward summer flows at 1.12 MGD. Short-term, the precipitation received last Friday and Saturday and showers expected this week will help to prevent drought conditions from worsening, however precipitation forecasts for May do not provide assurance that enough precipitation will be received to turn conditions around.

### Recommendations

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

**2021 Paving Contract**





# EXETER PUBLIC WORKS DEPARTMENT

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

## MEMO

DATE: April 22, 2021  
TO: Russell Dean, Town Manager  
FROM: Jennifer R. Perry, P.E., Public Works Director  
RE: 2021 Paving

---

Please find attached the proposal from John Bell of Bell & Flynn LLC for road paving for 2021. The 2021 dollar per ton unit pricing remains the same from 2020, 2019 and 2018

\$71.90/ton for binder course,  
\$72.90/ton for surface course,  
\$73.90/ton for "urban compact" surface course,  
\$74.90/ton for smaller neighborhoods with dead ends.

Pricing is subject to adjustment per NHDOT adjustment clause indexed to May 2018.

The 2021 road surface management budget is \$700,000. The following streets are scheduled for paving and preventive maintenance based on the available budget:

- Beech Hill Rd shim & overlay
- Birch Rd shim & overlay
- Columbus Ave shim & overlay
- Fuller Ln shim & overlay
- Wayside Dr shim & overlay
- Minuteman Ln shim & overlay
- Riverbend Cir shim & overlay
- Watson Rd crack seal

This proposal is competitive with installed tonnage prices for other southeastern New Hampshire communities. The Public Works Department recommends extending the road paving contract with Bell & Flynn for 2021.

# BELL & FLYNN LLC

Pavement Reclamation  
Engineers & Contractors

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Planning · Testing · Design · Engineered/Reconstruction · Construction

---

Telephone: (603) 778-8511  
Fax: (603) 772-4396

69 Bunker Hill Avenue  
Stratham, NH 03885

March 29, 2021

Town of Exeter  
Mr. Russell Dean, Town Manager  
10 Front Street  
Exeter, NH 03833

Dear Mr. Dean,

Despite continuing cost increases associated with wages/benefits, equipment/maintenance, transportation/energy and regulatory requirements which are customarily reflected in increased unit prices at the commencement of each construction season, Bell & Flynn LLC is pleased to be able at this time to offer to extend the current contract for road reconstruction services under the same terms, conditions and prices upon mutual agreement by the Town of Exeter.

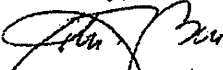
The Unit Price of Pay Item #1, "Bituminous Concrete Paving", per ton, in place, per Project Manual and Specifications, shall remain: \$71.90 per ton for Binder Course (e.g., Fuller Lane)  
(the same unit price paid for all pavements installed during the 2012-2014 construction seasons!)  
\$72.90 per ton for Surface Course (e.g., Beech Hill Rd, Birch Rd, Columbus Ave, Minuteman Ln)  
\$73.90 per ton for "Urban Compact" Surface Course (e.g., Front St)

The unit price for Dead End Streets and the installation of Leveling Course shall remain \$74.90 per ton. The unit price of Bituminous Concrete Pavement shall continue to be subject to adjustment per NHDOT asphalt adjustment clause (Item 1010.2) indexed to the May 2018 NHDOT price of asphalt cement. All other terms, conditions and prices including pavement reclamation, fine grading and compaction, and installation of additional asphalt stabilized base material shall remain unchanged. The Town of Exeter Hourly Truck and Equipment Rental Rates as amended in 2018 shall be incorporated into the contract as applicable.

In closing, I am sure that you will realize the benefits of this contract extension when you observe that it includes neither a fuel surcharge to reflect the increased cost of delivery and installation nor an inflationary adjustment to reflect the increased cost of wages and benefits. While the fundamental market dynamics of liquid asphalt have remained relatively stable since June 2018 inasmuch as the strategic production cuts implemented by the OPEC cartel and Russia fortunately (?) continue to be largely offset by reduced global demand as reflected in recent respective GNP data, normal seasonal demand exacerbated by macroeconomic/geopolitical dynamics in crude oil markets is anticipated to again increase the *future* price of asphalt pavements through the summer months of 2021. Considering these anticipated cost increases, in an attempt to provide price stability (at the lowest possible price!) it should again prove beneficial to the Town of Exeter to extend the current contract for road reconstruction services including paving and to complete as much work as possible early in the paving season.

Thanking you in advance for your thoughtful consideration of the letter, I remain,

Sincerely,

  
John T. Bell  
President

**Lagoon Sludge Contract – Jennifer Perry, DPW**

AMENDMENT NO. 4  
TO  
AGREEMENT BETWEEN  
TOWN OF EXETER, NEW HAMPSHIRE  
AND  
WRIGHT-PIERCE  
FOR  
CONSTRUCTION PHASE ENGINEERING (WWTF/FM/MAIN PS UPGRADES)

This AMENDMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between TOWN OF EXETER, NEW HAMPSHIRE (hereinafter called CLIENT) and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on April 3, 2017 between the CLIENT and ENGINEER, which Agreement is entitled "Engineering Construction Phase Contract for Professional Services for Treatment Works, Town of Exeter, New Hampshire" (hereinafter referred to as AGREEMENT).


WHEREAS, CLIENT secured a funding authorization at the 2021 Annual Town Election for a maximum of \$2.6M for the purpose of additional WWTF lagoon sludge removal and disposal. CLIENT desires to proceed with "Contract 5" using local funds and will not use CWSRF funds.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to amend the AGREEMENT as follows:

1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.
2. SCOPE/ SCHEDULE/ COMPENSATION: Refer to the attached Exhibit A.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

CLIENT  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ENGINEER  
By:  \_\_\_\_\_  
Title: Vice President  
Date: 4/1/2021



**AMENDMENT NO. 4 TO AGREEMENT  
FOR CONSTRUCTION PHASE ENGINEERING  
EXHIBIT A – ADDITIONAL WWTF LAGOON SLUDGE REMOVAL**

**BACKGROUND**

The residents of Exeter approved \$2.6M for the purpose of WWTF lagoon sludge removal under Article 5 of the March 2021 Annual Town Election. The Town desires to implement sludge removal in a two-step process. The first step will be to handle, load, transport and dispose of the sludge that is currently in geotextile dewatering tubes in Dewatering Cell 1 and Dewatering Cell 2. At the conclusion of Contract 4, there was an estimated 1,990 dry tons of sludge on-site (approximately 8,000 wet tons at 25% to 13,100 wet tons if at the same concentration as last fall). Once the first step is completed, the second step will be to dredge, dewater, load, transport and dispose of as much remaining sludge in Lagoon 1 and 2 as possible within the remaining funds. This project will use local funds and will not use CWSRF funds.

**SCOPE OF SERVICES**

**I. Design**

Upon authorization from CLIENT, ENGINEER shall:

- A. Prepare construction Contract Documents in the form of final Drawings and Specifications. Existing drawings and specifications from the WWTF contracts will be revised for this contract.
- B. Prepare for review and approval by CLIENT, its legal counsel and other advisors, contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders utilizing the Engineers Joint Contract Documents Committee that were utilized on Contracts 1 through 4.
- C. Furnish 90% Drawings, Technical Specifications and Bidding Documents within 30 days of receiving written authorization to proceed from CLIENT.
- D. Finalize the Bidding Documents within 15 days of receiving CLIENT's comments. Provide 5 hardcopies and an electronic copy in PDF format.
- E. Permitting: The following permits and agency coordination are assumed. If efforts additional efforts are required, these services can be provided as an additional service.
  1. No DES design review from the Wastewater Bureau, Residuals Bureau or Groundwater Bureau is required; however, we will coordinate with them for informational purposes.
  2. No site permits are required; however, we will coordinate with Shoreland Zone to administratively extend the existing permit if determined to be needed.
- F. The design will be prepared in accordance with the codes and regulations that are in effect at the date that this Agreement is executed. If the codes or regulations are changed or amended prior to the time the project is bid, awarded to a contractor, ENGINEER will negotiate with CLIENT a revised scope and fee for design revisions required to conform with the requirements in new codes and regulation.

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**II. Bidding Phase**

During the Bidding phase, ENGINEER shall perform the following services:

- A. Make such revisions to the construction Bidding Documents as may be necessary to comply with Federal, State or CLIENT requirements.
- B. Assist in advertising for bids for the construction contract in appropriate newspapers and with the usual construction industry bidding information services. Costs for advertising is the responsibility of the CLIENT.
- C. Distribute bidding documents.
- D. Respond to bidders' questions.
- E. Prepare for and attend one pre-bid conference to be held in Exeter. Notify bidders of the conference.
- F. Prepare any required addenda to the bid documents.
- G. Attend one bid opening for the construction contract.
- H. Review all bids and prepare bid tabulation.
- I. Review the qualifications of the apparent low bidder(s) and compliance with other contract requirements. Report on the results of the reviews and issue a Recommendation for Award.

**III. Construction Phase.**

During the Construction Phase, ENGINEER shall perform the following services:

- A. Construction Administration Services: During the Construction Administration Phase ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative as provided in the Standard General Conditions and Supplementary Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree to in writing. All of CLIENT's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said Standard General and Supplementary Conditions except as otherwise provided in writing. The services of the ENGINEER shall include:
  - 1. Prepare the required number of sets of construction Contract Documents for signing.
    - a. Preparation of Conformed Contract Documents or Conformed Reference Documents is an Additional Service.
  - 2. Prepare for and attend one pre-construction conference.

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3. Attend four project meetings and prepare reports of findings.
  4. Participate in formal inspections by CLIENT.
  5. Review Contractor submittals for compliance with construction Contract Documents.
  6. Review field test reports including those submitted by CLIENT's Independent Testing Laboratory.
  7. Review Contractors' payment requests and estimate amounts to be paid by the CLIENT.
  8. Negotiate changes in the scope of work, price and/or completion time and prepare change orders which become necessary due to factors discovered during the progress of the work resulting from interpretations and clarifications of the Contract Documents.
  9. Issue instructions and other communications from and on behalf of CLIENT to the Contractor.
  10. Communicate with CLIENT and regulatory agencies.
  11. Coordinate and supervise the work of Resident Project Representatives.
  12. Monitor work progress for conformance with established schedules and budget.
  13. Prepare punch lists of uncompleted or unacceptable work.
  14. Conduct a Substantial Completion inspection and prepare a Certificate of Substantial Completion.
- B. Resident Project Representative:** During the Construction Phase ENGINEER shall also:
1. Provide a part-time Resident Project Representative to represent ENGINEER and CLIENT in the field, whose duties, responsibilities, limitations shall be as specified in the Standard General Conditions and Supplementary Conditions of the Construction Contract. The Resident Project Representative shall direct the activities of as many other full time and part time Assistant Resident Project Representatives as may be deemed necessary by ENGINEER to adequately observe the Contractor's activities.
    - a. Resident Project Representative services are based on a construction duration of 20 weeks at an average of 10 hours per week.
- C. Other Required Services:** CLIENT and ENGINEER recognize that there are certain tasks which may be required during construction, but which cannot be easily identified at the time of preparation of this document. Engineer will notify CLIENT in writing promptly before starting any such services. Typical of such required services would be:

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1. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution which is inappropriate for the Project or an excessive number of substitutions.
2. Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction, (2) a significant amount of defective, neglected or delayed work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by Contractor.
3. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the work.
4. Attending shop tests, not identified above.
5. Other Required Services will be performed as an Additional Service, as defined below.

**IV. Operational Phase.**

During the Operational Phase, ENGINEER shall perform the following services:

- A. Operation and Maintenance Manual: Not applicable
- B. Record Drawings: Not applicable
- C. Startup, Training and Certification: Not applicable

**V. Additional Services.**

During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

**SCHEDULE**

The preliminary schedule is as follows (assuming authorization to proceed is given by April 2):

- |  |          |
|--|----------|
| • Submit 90% Drawings and Specifications:    | May      |
| • Receive CLIENT comments:                   | May      |
| • Submit 100% Bidding Documents:             | May      |
| • Receive Bids:                              | June     |
| • Recommendation to Award:                   | July     |
| • Award:                                     | July     |
| • Notice to Proceed:                         | August   |
| • Substantial Completion or Winter Shutdown: | November |

**AMENDMENT NO. 4 TO AGREEMENT  
FOR CONSTRUCTION PHASE ENGINEERING  
EXHIBIT A – ADDITIONAL WWTF LAGOON SLUDGE REMOVAL**

It is important to note that this is an aggressive schedule and might require a winter shutdown with a restart in Spring 2022. This will require quick turnaround reviews by the Town.

**COMPENSATION**

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** will be a on time charge basis using ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10. The suggested budgets for each task are outlined below. The total budget will not be exceeded without prior written authorization from the CLIENT.

<b>Scope Items</b>	<b>Budget</b>
I, II – Design and Bidding	\$40,000
III.A – Construction Administration	\$50,000
III.B – Resident Project Representation	\$30,000
III.C – Other Required Services	\$0
IV – Operational Phase	\$0
Total	\$120,000

If it becomes apparent to ENGINEER at any time that changes in Scope or other issues impact total compensation, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet to review the status of the Project and any potential adjustments to Scope and/or compensation. Any resulting adjustments to compensation need to be approved by written authorization.

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10.



**Epping Road Corridor TIF Contract – Jennifer Perry, DPW**



# EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-4540 • (603) 773-6157 • FAX (603) 772-1355  
[www.exeternh.gov](http://www.exeternh.gov)

## MEMO

DATE: April 8, 2021, Revised 4/23/2021  
TO: Russ Dean - Town Manager  
FROM: Paul Vlasich PE - Town Engineer  
RE: Consultant Design Contract Award Recommendation – Epping Road Corridor,  
Near Term Improvements

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The Public Works Department recommends the award of the design contract for the Near-Term Improvements to Epping Road in the amount of \$106,260 to Vanasse Hangen Brustlin, Inc. (VHB). The location of these improvements will be from the Continental Road signalized intersection to Route 101. These improvements are generally outlined in the Corridor Study: Epping Road (NH Route 27) dated December 2020 which can be found on the department's webpage in the traffic studies section.

Funding for this project will come from the approved FY20 Warrant Article 24 as described in the Epping Road Tax Increment Finance District (Exeter NH) – Amended Development Program and Financing Plan dated January 7, 2020. This plan allocates \$1,000,000 to the corridor. The Corridor Study cost \$100,000 which leaves \$900,000 for the design and construction of the Near-Term improvements.

VHB were the authors of the Epping Road Corridor Study cited above and also the designers of the Epping Road and Continental Drive signalized intersection. The Terms and Conditions section of the contract were previously reviewed and are exactly same as the previously two mentioned projects.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VANASSE HANGEN BRUSTLIN, INC.  
AND  
THE TOWN OF EXETER, NEW HAMPSHIRE**

**VHB PROPOSAL NO. 83204.20**

**March 8, 2021**

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the Town of Exeter, hereinafter called the "CLIENT", and Vanasse Hangen Brustlin, Inc. (VHB).

**PART I**

**PROJECT DESCRIPTION**

The Scope of Service of this Agreement consists of the design and engineering services for roadway improvements on Epping Road (NH Route 27) in Exeter, NH beginning at the intersection with Continental Road and extending northerly to approximately 300 feet north of the Cronin Road intersection. The design will be based on the Near-Term concept plan developed by VHB for the Epping Road corridor study. Though Epping Road is a State numbered route, the project is entirely funded and managed by the Client. The proposed roadway improvements are described below.

**SCOPE OF SERVICES**

**1.0 DESIGN SERVICES**

**DESCRIPTION OF IMPROVEMENTS**

The proposed work includes:

- Roadway widening along both sides of Epping Road in Exeter, NH beginning at the previous Continental Road Intersection project improvements and extending the three-lane roadway section to the northern project limit between Cronin Road and the approach to the eastbound NH-101 ramps.
- Reconstruction of existing driveways to match into the Epping Road improvements.
- The length of widening on Epping Road will be approximately 1,800 feet based on previously prepared Near-Term concept plans. The actual limits of work may extend as much as 200 feet in either direction to include striping, and pavement resurfacing, signs, etc.

**1.1 Data Collection**

**1.1.1 Survey**

VHB will use the services of Doucet Survey to provide full topographic survey services. The survey will provide 3-dimensional base plans of the existing conditions that will become the basis for the Final Design. The survey limits commence at Continental Drive and extend approximately 2,000 feet northerly along Epping Road with a width of 140' centered on the existing Epping Road centerline. The limits will include an area of approximately 150 feet by 100 feet centered on the driveway on the westerly side of Epping Road opposite Ray

Farmstead Road for potential relocation of the Portland Glass access from Epping Road to a location adjacent to the Exeter Decorating Center access.

Doucet Survey will also incorporate available GIS-based right-of-way, tax map, and property owner information into the base mapping. The State of New Hampshire's state plane coordinate system will be used as the horizontal and vertical control for the survey. The survey will be in US Survey Feet and will be based on North American Datum of 1983 (NAD 1983) and North American Vertical Datum of 1988 (NAVD 1988).

Topographic survey information and base plans will include:

- Survey referenced to permanent benchmarks
- Existing pavement edges, intersections, and sidewalks and pavement markings
- Contours, developed at one-foot intervals
- Existing utilities, above and below ground (where accessible)
- Buildings, fences, and structures
- Approximate property lines from available tax maps or Town GIS data, referencing owners, deed book and page number, tax map, and lot number
- Right-of-way limits from available data and found bounds
- Stone bounds, iron pipes, and existing property markers

Additionally, in terms of utility research, Doucet Survey will use a combination of field work, any available existing GIS data or Town records, and previous project plans to locate existing private and municipal utility lines. Research through contacting the private utility companies will be conducted to obtain approximate underground utility line locations (example: Gas) if any exist. All the above information will be included in the project base plans.

Doucet Survey will develop existing right-of-way plans showing the limits of the existing right-of-way and related easements along Epping Road. The existing Right-of-Way will be established and accurately defined based on available plans, past project records and survey detail. The properties abutting the right-of-way will be depicted with current owner information, including tax map/lot number, acreage (based on tax maps), parcel number and book/page reference, as provided by Doucet Survey through deed research.

Doucet Survey will field locate wetland flags delineated by VHB wetland scientists. For this task, it is assumed that up to 40 flags will need to be located and added to the base plans.

#### **1.1.2 Traffic Data**

VHB will utilize the traffic analysis developed for the Near-Term concept presented in the previously completed Epping Road corridor study. No additional traffic analysis will be required.

#### **1.1.3 Environmental Field Work**

VHB wetland scientists will conduct a field study to delineate wetlands within the project limits. VHB will flag the boundaries of jurisdictional wetlands. Flags will be located by field survey (Task 1.1.1) to enable us to depict the boundaries on the base plans. For each wetland, functional evaluations will be performed, and US Army Corps of Engineers wetland determination data sheets will be completed.

Based on the location and project type, VHB assumes no field effort will be required to collect data on stream resources, cultural resources, contaminated properties, threatened or endangered species or other resources.

## **1.2 Preliminary Design Phase (50%)**

VHB will develop preliminary roadway plans. The preliminary plans will include general roadway improvement plan sheets that depict the proposed improvements, including dimensions and limits of work, pavement markings and signs, preliminary drainage modifications, and the following:

- Title Sheet, Index, Legend and General Note Sheets
- Typical Section(s)
- General Plans (1"=20') 4 sheets
- Top Line Cross sections at 50' intervals

The plans will present a build and a no-build design in the vicinity of the proposed Gateway project. VHB will provide a preliminary engineer's opinion of probable construction cost based on estimated quantities for major items plus contingencies.

## **1.3 Final Design Phase**

Following approval, acceptance, or modification of the proposed 50% plans by the CLIENT, VHB will proceed with Final Engineering (100% Submission) as outlined below. The Scope of Services and Compensation for Final Engineering will be revised (if necessary) prior to commencing work to reflect any changed scope of work or design effort required by the CLIENT or other agencies.

### **1.3.1 Final Design - Plans and Specifications.**

VHB, in the advancement of the final design for the project, will prepare the 100% Design Submission for review by the CLIENT based on comments received from the 50% submission review. VHB will provide responses to preliminary design comments. Upon receipt of 100% review comments, VHB will make any minor adjustments to the plans needed to complete final contract plans.

VHB anticipates that the following sheets will be included in the 100% Submission.

- |  |          |
|--|----------|
| • Title Sheet                                | 1 sheet  |
| • Legend and General Notes                   | 1 sheet  |
| • Special Details                            | 3 sheets |
| • Typical Roadway Sections                   | 1 sheet  |
| • General Plans (1"=20')                     | 4 sheets |
| • Pavement Markings/Curbing/Signing (1"=20') | 4 sheets |
| • Sign Summary Sheet                         | 1 sheet  |
| • Profiles                                   | None     |
| • Erosion and Sediment Control Details       | 1 sheet  |
| • Cross-Sections                             | 9 sheets |

Pavement Design – VHB will match the pavement design from the recently constructed Continental Drive at Epping Road Intersection project.



**Construction Phasing/Traffic Control** - VHB will develop a traffic control plan narrative for inclusion with the bid documents. The narrative will detail traffic control requirements that the selected Contractor must follow. The Contractor will be required to furnish their own traffic control plan according to the requirements in the narrative.

**Drainage Analysis and Design** – The proposed roadway improvements are expected to result in a minor increase in peak storm water runoff within the project limits. The prevailing drainage patterns and outlets will be maintained within the project limits. A formal drainage study is not anticipated or included with this scope of services, however VHB will conduct stormwater calculations to support the stormwater design. The existing stormwater features will be extended to account for the proposed widening. Expanding the existing stormwater treatment basin or constructing a new basin is anticipated.

**Utilities** – VHB will coordinate with the Town and the private utility companies to establish relocation and/or modification procedures (if any) for existing utilities that would be impacted by the proposed improvements. Roadway lighting designs and layout are not anticipated or included. VHB estimates that one meeting will be required with each of the affected utility companies. The CLIENT will provide local contact information for the affected utility companies.

**Final Quantities and Engineer's Opinion of Probable Cost**

As part of the Final Design VHB will prepare a final estimate of construction quantities for inclusion in the bid forms. VHB will also use the final quantities to prepare a final Engineer's Opinion of Probable Cost. This will be based partially on a available weighted average bid prices from NHDOT adjusted as deemed appropriate based on the specifics of the project as well as any other readily available information on factors that may impact bid prices.

**Special Provisions and Bid Documents** – The NHDOT Standard Specifications for Highways and Bridges (latest revised edition) will be the basis for construction documents. VHB will prepare any necessary Special Provisions or Supplemental Specifications to the Standard Specifications in accordance with the NHDOT procedures. VHB will prepare bidding and contract documents (boiler plate) according to the Town's standard procedures for advertising construction projects.

**Bidding Services**

VHB will provide bidding services that will include printing and distribution of plans and bid documents, responding to contractor requests for information, attendance at a pre-bid meeting, developing and issuing an addendum, and conducting a bid analysis and recommendation for award.

**1.3.2 Right-of-Way Plans**

VHB anticipates that the permanent roadway improvements will require additional right-of-way along Epping Road. VHB will evaluate the right-of-way requirements along the project corridor and will show any proposed take lines and easements required for the roadway improvements on the survey base with the proposed improvements shown.

VHB will prepare Right of Way taking plans and/or Easement plans required for the project. For this task, it is assumed that there will be up to five parcels impacted which would require ROW/Easement Plans. These plans will be prepared in accordance with RSA 478:1a and RSA 230.32 and suitable for recording at the Registry of Deeds. VHB will rely on the accuracy of the existing right-of-way documentation provided by Doucet Survey.

### **1.3.3 NHDHR Request for Project Review**

VHB will prepare a Request for Project Review (RPR) for submittal to the New Hampshire Division of Historical Resources Division (NHDHR) to initiate a Section 106 consultation. In order to draft the RPR, VHB is required to conduct an on-line file review and prepare a submittal package that includes site photos, project plans, and a narrative of existing and past land use. VHB will assist in coordinating receipt of an anticipated “no properties affected” finding. Though not anticipated, if archaeological or architectural survey work or additional coordination related to a Determination of Eligibility, Determination of Effect, or Memorandum of Agreement is required by the State Historic Preservation Office (SHPO), this service would be completed under an amended work scope and fee.

### **1.3.4 Wetlands Permit**

Based on our initial understanding of the project, the proposed improvements are likely to result in impacts to jurisdictional wetlands. VHB assumes the roadway project will result in less than 10,000 square feet of direct impact and would therefore qualify as a Minor Project by the NH Department of Environmental Services (NHDES). If the total impact exceeds 10,000 square feet, an individual permit and compensatory mitigation may be required. In that event, VHB will provide a scope and fee amendment to cover the new level of permitting and mitigation. VHB assumes that the project will qualify for Section 404 authorization by the US Army Corps of Engineers under the NH Statewide Programmatic General Permit with no requirements for additional mitigation.

## **2.0 Construction Services**

VHB will provide consulting services for review and approval of the contractor’s shop drawings for conformance to the construction documents and will be available to answer contractor questions related to the construction of these improvements. For purposes of this proposal, we have anticipated work in the following tasks:

### **2.1.1 Construction Engineering Support**

In anticipation of some questions regarding the design and construction of the roadway improvements, we have budgeted a nominal number of hours to coordinate with the Contractor during bidding and execution of the work. VHB will also review contractor submittals and prepare change orders as may result during the construction. For purposes of this proposal, we have estimated 40 hours for construction support services.

### **2.1.2 Construction Inspection Services (Optional)**

If the CLIENT elects to add construction inspection services to this contract through an amendment VHB will provide the following on behalf of the CLIENT.

VHB will observe the progress and work completed by the Contractor. This is not intended to be an exhaustive check or a detailed inspection of the contractors' work. VHB shall not supervise or have control over the contractors' work nor have any responsibility for construction ways, means, methods, techniques, sequences or procedures selected by the contractors nor for the contractor's safety precautions or programs in connection with the work. VHB shall provide construction site observation for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications by providing the following services. VHB will provide near full-time construction inspection services. This will include daily visits to the construction site on days when the contractor is working. These visits may be brief or all-day, depending on the nature of the work. VHB will coordinate work schedules directly with the contractor on a weekly and daily basis. The duties shall also include:

- Provide inspection of work throughout construction phase, from demolition to final acceptance. Report any observed deficiencies, in writing, to the CLIENT and ensure that steps are taken to correct all deficiencies.
- Advise CONTRACTOR of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- Receive samples which are furnished at the site by CONTRACTOR.
- Conduct on-site observations of the work in progress to ensure work is in general compliance with the Contract Documents.
- Report work that is believed unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made.
- Verify that tests and inspections required are conducted and that CONTRACTOR maintains adequate records thereof.
- Accompany visiting inspectors representing the Town, State or other agencies having jurisdiction over the project, and record the results of these inspections.
- Document construction observation logs, photos, and field measurements. For each day VHB makes a site visit, a construction observation log will be provided. The logs will be prepared by the VHB field representative.
- VHB will measure quantities on a daily basis during the construction. This will enable us to perform expedient reviews of the contractor's pay requisitions, and our daily logs will provide backup for whenever our numbers do not agree with the contractor's quantities.

### **3.0 Project Meetings**

VHB will attend and participate in working sessions and meetings with the CLIENT, and State officials if necessary, in support of the tasks defined above. Services include preparation, travel, attendance, supporting graphics (when required) and documentation in the form of meeting notes. For budgeting purposes, this agreement assumes three project (3) meetings with the Town to discuss the proposed improvements. It also includes appearances at two public informational meetings during regularly scheduled selectboard meetings. VHB intends to provide at least one pre-recorded presentation since it is assumed attendance at meetings will not be possible in-person and since the Town can post the recording on its website for the public to view anytime.

VHB also assumes up to three meetings will be required with utility company representatives relative to utility pole relocations including the Seabrook Station emergency siren pole. Additional meetings will be billed on a time and materials basis.

### **SCHEDULE FOR ROADWAY DESIGN SERVICES**

VHB anticipates the following design phase durations:

- Data Collection: 6 weeks
- Preliminary Design: 3 weeks
- Final Design and Permit Applications: 8 weeks

The above durations do not include time for reviews by the CLIENT or other agencies, or delays by third parties such as utility companies or abutting property owners.

VHB will begin performance of the above services upon written authorization to proceed. The schedule is also subject to timely delivery of information promised by the CLIENT and is exclusive of CLIENT review of interim products. If the CLIENT requests that work under this Agreement be stopped, the schedule is subject to renegotiation when written authorization to proceed is received.

### COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a cost-plus fixed fee (10%) basis. The estimated Upset Limit for VHB Labor for this Design Scope of Services is \$91,700.00 allocated approximately as follows:

	<u>Estimated Labor Fees</u>
1.0 DESIGN SERVICES	
1.1 Data Collection:	
1.1.1 Survey (by Doucet Survey, see below)	
1.1.2 Traffic Data (completed)	\$ 0
1.1.3 Environmental	\$ 3,100
1.2 Preliminary Design	\$ 19,000
1.3 Final Design:	
1.3.1 Final Design Plans & Specifications	\$ 35,000
1.3.2 Right-of-Way Plans	\$ 9,700
1.3.3 NHDHR RPR	\$ 2,800
1.3.4 NHDES Wetlands Permit	\$ 9,600
2.0 CONSTRUCTION SERVICES	
2.1.1 Construction Engineering Support Services	\$ 5,500
3.0 PROJECT MEETINGS	\$ 7,000
Subconsultants (Doucet Survey)	\$ 12,560
<u>Estimated Direct Expenses:</u>	<u>\$ 2,000</u>
<b>TOTALS</b>	<b>\$ 106,260</b>

2.1.2 Construction Inspection Services (Optional), Est: \$ 50,000

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost. If subconsultants and subcontractors are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at their actual cost.


**SERVICES NOT INCLUDED**

The following services are not anticipated and, therefore, not included in our proposal:

- NEPA compliance, or non-federal environmental reviews pursuant to NHDOT policies.
- Cultural resource surveys including individual survey forms or archaeological surveys.
- Drainage studies and design of major storm drains. It is assumed that proposed drainage will be connected to the existing drainage lines or will be accommodated within roadside swales or a proposed site drainage treatment system, as necessary. No major drainage study or design beyond the limits of work are included.
- Design for construction of new utilities (other than drainage and minor adjustments to existing municipal utilities).
- Structural design.
- Right-of-Way negotiations and property appraisals.
- Geotechnical engineering.
- Investigation, testing, or analysis of soils or hazardous materials.
- Bidding and negotiation services for the purposes of advertising for, obtaining bids, or negotiating proposals for the construction contract(s) including the development of Contract Bidding Documents. VHB will provide the CLIENT with specifications and itemized quantities for use in the bid documents.
- Attendance at any meetings other than with CLIENT or those specified in this agreement.
- As-built survey or drawings are not included in the base proposal.

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional items.

**VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION**

By:  Date: 3/8/21

Title: Managing Director

**CLIENT AUTHORIZATION**

The Town of Exeter agrees with the Scope of Services, Compensation, and Schedule. Upon execution, this agreement is subject to all terms, conditions and provisions herein.

Total Upset Limit for Labor:	\$ 91,700
Doucet Survey	\$ 12,560.
Estimated Reimbursable Expenses:	<u>\$ 2,000</u>
<b>Total Labor and Expenses:</b>	<b>\$106,260</b>

By: \_\_\_\_\_

Title: \_\_\_\_\_

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





**STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. ~~A RETAINER OF \$[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.~~

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

~~Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.~~

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. ~~Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.~~ Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

#### **INDEMNITY.**

A. Indemnity for Claims Arising from the Provision of Professional Services

As it applies to Claims arising from the provision of the VHB's professional services, VHB shall indemnify and save harmless the Client and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the negligent acts, errors or omissions of the VHB, its employees, or subcontractors in connection with the Project, and/or under this Agreement. There is no duty to defend under this Section A Indemnity obligation.

B. Indemnity for Claims Unrelated to the Provision of Professional Services

As it applies to Claims unrelated to the provision of the VHB's services, i.e., automobile and general liability claims, VHB shall defend, indemnify and save harmless the Client and its officers

and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the VHB, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

~~Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.~~

~~Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.~~

#### **LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY.**

VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

~~**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but~~



~~not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the limits of insurance required under this Agreement (\$1,000,000), higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.~~

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

~~**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.~~

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** ~~In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within the applicable statute of limitations three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.~~

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

~~VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.~~

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. ~~In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.~~

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.



**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA Interpretations or other applicable regulatory interpretations.

~~**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to climate change flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.~~

**CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

~~**LSP SERVICES — PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.~~

~~Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.~~

~~**PROJECTS LOCATED IN FLORIDA.** Florida Statutes Section 558.0035 (2013), an individual employee or agent may not be held individually liable for economic damages resulting from negligence occurring within the course and scope of this Agreement.~~

**Mobile Vending – Darren Winham, Economic Development**



# Memo

**To:** Select Board  
**From:** Darren Winham, Director  
**Date:** 4.22.21  
**Re:** Motor Vehicle Vending

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At the Board's request, staff has compiled some options regarding mobile vending in Exeter. Please recall that our attorney has advised that the Town must treat all vendors the same, regardless of whether they are residents, longstanding mobile vendors in our community or the wares they are selling. Depending on the product, the health inspector may need to sign-off. While this program has never been under the control of Economic Development and because at the last Select Board meeting I was asked if I would like the program to shift to my Department, I would propose to have this responsibility be a joint effort with the Economic Development Department and the Town Manager's Office. This is the method we use for Exeter's Temporary Outdoor Dining program and it works seamlessly. We require a hand-drawn schematic, proof of insurance naming the Town as additionally insured and sign-off by all relevant Department Heads.

Regarding options for mobile vending, we have come up with three options as follows:

Option 1: Disallow mobile vending in Exeter altogether.

Option 2: In the C-1 Downtown and Waterfront Commercial Districts, allow mobile vending in up to six municipal parking spaces adjacent to Town House Common. Please see attached.

Option 3: In the C-1 Downtown and Waterfront Commercial Districts, allow mobile Vending in up to six municipal parking spaces adjacent to Town House Common and 1 municipal parking space on Front Street, the exact location to be determined by the Select Board. Three options have been proffered in the attachment.

Option 3 would require an RFP process as outlined in the proposed ordinance update.

Attached: Motor vehicle vending ordinance proposed update, and; Existing and proposed change to motor vehicle vending fees, updated permit form, and permit lengths.



Town of Exeter  
10 Front Street  
Exeter, NH 03833  
Phone: 603-773-6102

### PERMIT APPLICATION FOR MOBILE VENDING 802

Fee: \$1,200.00 per calendar year (or prorated monthly), in accordance with Town Ordinance 802.9

PERMIT FEE: To be submitted with permit application. Permit fee is non-refundable.

Mobile Vending will occur at Town House Common Municipal Parking Lot within designated parking spaces.

Today's Date: \_\_\_\_\_

#### Representative Information:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Town/State/Zip: \_\_\_\_\_

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

#### Business Information:

Name: \_\_\_\_\_ Organization Tax ID#: \_\_\_\_\_

Street Address: \_\_\_\_\_ Town/State/Zip: \_\_\_\_\_

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

Dates of Activity: \_\_\_\_\_ Times of Activity: (7AM to 9PM limit): \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Attach copies of proposed contracts, agreements, promotional materials, or other materials designed to be used in mobile vending.

#### Mobile Vending Unit Information:

License plate#: \_\_\_\_\_ State: \_\_\_\_\_ Vending Unit Description: \_\_\_\_\_

#### Complete the following information for each individual involved:

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ SS#: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ SS#: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ SS#: \_\_\_\_\_

This permit is issued to the representative/business listed on this permit for the purpose indicated on this permit.  
This permit shall be valid for said representative/business only during the time and dates indicated on this permit.  
This permit is non-transferable.

**Town of Exeter Ordinance 802:**

To regulate Vendors, Hawkers, Peddlers, Solicitors and other Itinerant Vendors, and Door-to-Door Solicitations and Canvassing, Mobile Vending.

**Town of Exeter Ordinance: 802:1**

Requirement: No person, partnership, corporation or other entity, whether maintaining permanent location in the Town of Exeter or not, may sell, barter, purchase, or otherwise carry on commerce in goods or services within the Town of Exeter, or attempt to do so, through door-to-door solicitations, or on the streets, sidewalks, or other property of the Town without first applying for and receiving a permit to do so from the Town of Exeter.

**Town of Exeter Ordinance 802:9 SUGGESTED**

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

A vendor selling from a mobile vending unit shall not stop, stand or park their mobile vending unit upon any public location, public parking space or public street for the purpose of selling under any circumstances, except through the acquisition of a Mobile Vendor Permit and/or by the parking ordinances of the Town unless specifically authorized to do so by the Select Board or designee;

Unless otherwise approved by the Select Board or designee, mobile vending will be limited to six (6) designated spaces in the public parking lot abutting Town House Common. Parking on greenspace is prohibited.

Unless otherwise approved by the Select Board or designee, mobile vending in the Town House Common public parking lot will be allowed year-round January 1 through December 31 of the calendar year specified on the approved permit, Sunday – Tuesday 7:00 AM – 9:00 PM, Wednesday 7:00 AM – 4:00 PM, Thursday – Saturday 7:00 AM – 9:00 PM. Mobile vending units, approved signage and garbage receptacles must be removed daily;

Mobile Vendor is responsible for removal of their own trash. Dumping of grease, oil or greywater is strictly prohibited.

Mobile Vending Permits must be applied for at least two (2) weeks prior to the beginning of approved start of business at the permitted location. Blackout dates may apply due to special event scheduling.

Signage will identify designated spaces as reserved for mobile vendors, and will refer potential automobile parkers to a website page for access to the schedule of reserved mobile vending dates and times. Violators will be towed at the owner's expense.

Complete Ordinance 802 available on Exeter NH website or upon request.

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

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

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

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

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

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

Police Dept Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



Untitled Map

Legend

- 1-space
- Feature 1



100 ft

Google Earth





802 **Ordinance to Regulate Vendors, Hawkers, Peddlers, Solicitors, and other Itinerant Vendors, and Door-to-Door Solicitations and Canvassing, and Mobile Vending**

802.1 Requirement

No person, partnership, corporation, or other entity, whether maintaining permanent location in the Town of Exeter or not, may sell, barter, purchase, or otherwise carry on commerce in goods or services within the Town of Exeter, or attempt to do so, through door-to-door solicitations, or on the streets, sidewalks, or other property of the Town without first applying for and receiving a permit to do so from the Town of Exeter.

802.2 Exemptions

No permit is required under this ordinance for the following:

- a. The solicitation of signatures for political purposes.
- b. Any public event sponsored by a non-profit organization, provided that any concessions or sales must be directly connected to the event and must be included in the public assemblage permit approved for the event under Town Ordinance 807. A list of vendors must be provided to the Town Office before the event.
- c. Any event taking place in Town recreation areas and is part of a Town-sponsored event or has the express written permission of the **Select Board** or designee.
- d. Any event taking place on land owned or controlled by the public school system and has the express written permission of the School Board or Principal of the school in question.

802.3 Procedure for Obtaining Permit

Persons or entities subject to this Ordinance shall apply during normal business hours (8:00AM-4:30PM at the Town Office) to the Office of the **Select Board** or designee for a permit, utilizing the application form prescribed. If vending food, the applicant must first obtain all applicable licenses from the Exeter Health Department located at the Exeter Fire Department.

The application for the permit shall include, but is not limited to, the following information:

- a. the name of the person applying and the name of the entity, if different, for whom the application is made;
- b. the local address of the person applying, the permanent address of the person applying, and of the entity, if different, from the person making the application;
- c. the local and permanent telephone **and fax numbers** of said person and/or entity;
- d. the date of birth and social security number of all persons to be involved and taxpayer's identification number of the entity;
- e. vehicle information, including the license plate number, state of issue, and physical description of all vehicles involved;
- f. the nature of the goods or services involved;
- g. the method of solicitation to be used and copies of any proposed contracts, agreements, promotional materials, or other materials designed to be used in solicitation.
- h. the dates upon which solicitations, canvassing, or vending are to occur and the location and times on each of those dates.
- i. the names of Town parking lots, commons, or parks at which vending is proposed to occur.
- j. information required to be supplied under NH RSA 321:19 as to the advertising, representing or holding forth of any sale as an insurance, bankrupt, insolvent, assignee's, trustee's, testator's, executor's, administrator's, receiver's, wholesale, manufacturer's or closing-out sale, or as a sale of goods damaged by fire, smoke, water or otherwise, or in any similar form, the following information is required to be supplied under NH RSA 321:19- all the facts relating thereto, the reason for and the character of such sale, including a statement of the names of the persons from whom the goods were obtained, the date of their delivery to the applicant, the place from which they were last taken and all the details necessary to locate and identify them.
- k. a non-refundable **Vendors, Hawkers, Peddlers, Solicitors, and other Itterant Vendors and Door-to-Door Solicitations and Canvassing** Permit Fee of twenty-five (\$25) dollars per day, one hundred (\$100) dollars per week, or two hundred fifty (\$250) dollars per year or any part thereof, payable at the time of application;

OR

- I. a non-refundable Mobile Vendor Permit Fee of \$1,200.00 per calendar year (or prorated monthly), payable at the time of application.

#### 802.4 Official Action on the Permit

- A. Before granting any permit under this chapter, the **Select Board** of the Town of Exeter, or designee shall:
  1. determine whether the applicant has submitted a complete and accurate application;
  2. determine whether the applicant has met all requirements and purposes of this chapter;
  3. forward application and information to the Chief of Police or designee for review.
- B. After the application for a permit has been reviewed by the **Select Board** or designee and the Chief of Police or designee, the permit will be approved or disapproved. The decision to approve or disapprove will be based on the findings of the **Select Board** or designee. A decision shall be made no later than five (5) working days after receipt of application. If the permit is denied, the **Select Board** or designee shall provide reasons for the denial to the applicant.
- C. Reasons for denial may include but are not limited to any one of the following:
  1. conviction of any offense which would warrant such denial;
  2. evidence that the permittee has accepted or solicited money, otherwise than through a bonafide sale or barter of goods, wares, or merchandise, or has in any manner solicited same from the public;
  3. evidence of any falsification of information on the application;
  4. evidence that the permittee is insane, a sexual psychopath, is or has been guilty of assault upon others or whose conduct has been otherwise disorderly and is of such violent or offensive demeanor that to grant such permit would constitute a threat to the peace or safety of the public;
  5. the permittee is at large pending appeal from a conviction for a violation of the law involving extreme moral turpitude; or
  6. failure to supply the information required under NH RSA 321:19



7. any negative past experience with the organization's or individual's conducting of activities either in the Town of Exeter or elsewhere, that would require a permit under this ordinance.

#### 802.5 Revocation of Permit

- A. Upon receipt of any complaint concerning nuisance, hazard, annoyance, or disorderly conduct concerning any section of this Chapter, any or all solicitors may be asked to stop solicitation.
- B. The Town of Exeter may amend or revoke a permit if any of the following occur:
  1. The existence of any of the reasons for denial listed above in 802.4C.
  2. Failure to supply the identification required under 802.8 below.
  3. The occurrence of any prohibited conduct as set forth below under 802.9

#### 802.6 Appeal Process

A person may appeal to the **Select Board** from the denial, revocation or amendment of a permit by filing a written notice within five (5) working days of denial, revocation or amendment of the permit. The **Select Board** may affirm or reverse the decision, or attach such additional conditions to the permit as will, in their best judgment, protect the health and safety of the public and the persons required to apply for the permit.

#### 802.7 Notification of Police

Upon the issuance of a permit to any person, firm, corporation, or other entity, the **Select Board** or designee shall notify the Police Department of the same.

#### 802.8 Identification Required

Any person, firm, corporation, or other entity granted such a permit shall upon demand show suitable identification to any person demanding same and shall at each solicitation or inquiry identify the entity benefiting from the funds received.

#### 802.9 Prohibited Conduct Under a Permit

- A. No door-to-door solicitation or canvassing regulated under this chapter is to occur before 9 AM or after 9PM on any given date.

B. Sidewalk Vendors: A vendor selling on the sidewalk shall not:

1. Vend at any location where the unobstructed sidewalk area after deducting the area occupied by the stand is less than three (3) feet in width;
2. Vend within thirty (30) feet of any driveway entrance to a police or fire station, or within ten (10) feet of any other driveway;
3. Allow the stand or any other item relating to the operation of the vending business to lean against or hang from any building or other structure lawfully placed on public property, without the building or structure owner's written permission.

C. Motor Vehicle Vendors:

1. Mobile Vendors shall not conduct their mobile vending business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create or become a public nuisance, increase traffic congestion or delay, or constitute a hazard to traffic, life or property, or an obstruction to adequate access to Fire, Police or Town/State vehicles;
2. A vendor selling from a mobile vending unit shall not stop, stand, or park their mobile vending unit upon any public location, public parking space or public street for the purpose of selling under any circumstances, except through the acquisition of a Mobile Vending Permit and/or by the parking ordinances of the Town unless specifically authorized to do so by the Select Board or designee;
3. Unless otherwise approved by the Select Board or designee, mobile vending will be limited to six (6) designated spaces in the public parking lot abutting Town House Common. Parking on greenspace is prohibited;
4. Unless otherwise approved by the Select Board or designee, mobile vending in the Town House Common public parking lot will be allowed year-round January 1 through December 31 of the calendar year specified on the approved permit, Sunday through Tuesday from 7:00 AM to 9:00 PM, Wednesday from 7:00 AM to 4:00 PM, Thursday through Saturday from 7:00 AM to 9:00 PM. Mobile vending units, approved signage and garbage receptacles must be removed daily;
5. Mobile vendor is responsible for removal of their own trash. Dumping of grease, oil or greywater is strictly prohibited.



6. Mobile Vending Permits must be applied for at least two (2) weeks prior to the approved start of business at the permitted location. Blackout dates may apply due to special event scheduling.

7. Signage will identify designated spaces as reserved for mobile vendors, and will refer potential automobile parking patrons to a website page for access to the schedule of reserved mobile vending dates and times. Violators will be towed at the owner's expense.

#### 802.10 Penalty

Any person, partnership, corporation, or other entity that conducts activities that require a permit under this chapter without a valid permit shall be guilty of a violation punishable by a fine or not more than \$200.00 for each violation.

#### 805 Fireworks

No person shall possess any fireworks as defined in 160.1 New Hampshire Revised Statutes Annotated unless said person is in the business of the sale of fireworks for pyrotechnic displays as licensed by the Federal and State Government, or holds a valid permit for display of fireworks as provided elsewhere in this section.

##### 805.1 Permit for Pyrotechnic Displays:

A permit for "fireworks" displays shall be issued by the Board of Selectmen for special events in which a fireworks display is in the best interests of the general public. No permits shall be issued without the approval of the Chiefs of the Fire and Police Departments who will render a decision based on the competence of the operator, the protection factors and the availability of manpower and equipment.

#### 806 Public Dances

No person, firm, corporation or organization shall conduct a public dance, carnival or circus in which the attendance may be greater than two hundred (200) people unless a police officer is on duty at such an event. When the attendance increases by any group to three hundred (300) or more, a police officer shall be on duty at such event for each three hundred (300) persons in attendance.

##### 806.1 Costs:

The costs of such police services shall be paid by the person, firm or corporation sponsoring the event.

##### 806.2 Penalty:

Failure to comply with the provisions of Section 806 shall be guilty of a



**REQUEST FOR PROPOSALS**  
**Town of Exeter**  
**Downtown Exeter Mobile Vending**

The Town of Exeter requests written bid proposals for the opportunity to enter into a license agreement with the Town of Exeter for vending from a mobile vending unit in the downtown area of Exeter. The Town of Exeter has identified one (1) municipal parking location within the downtown from which it will permit vending from a mobile vending unit. The Vendor submitting the highest qualified bid proposal will be forwarded for Department approvals, then submitted to the Select Board for approval. Upon approval, Vendor has 10 days to return signed license agreement to the Town Manager's Office; failure to do so may result in the Town proceeding to the next highest bid proposal.

Bid proposals begin at \$3,000.00 annually.

The Town of Exeter is equal opportunity/affirmative action. All qualified proposals will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

Award of Agreement is contingent on State of New Hampshire and Town of Exeter Health Regulations, Town of Exeter Ordinance 802, receipt of Certificate of Insurance and payment of accepted bid within 10 days of approval.

The Town of Exeter reserves the right to reject any or all bid proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Town.

Please submit clearly marked, sealed proposals,  
no later than December 15, 2021, to:

Town of Exeter – Mobile Vending RFP  
Town Manager's Office  
10 Front Street  
Exeter, NH 03833  
(603)773-6102

**Town of Exeter  
Exeter, New Hampshire  
Downtown Mobile Vending**

**Bid Specifications**

Introduction

In 2021 the Exeter Select Board amended Ordinance 802.9 relative to Mobile Vending from municipal parking spaces. Pursuant to the ordinance change:

- Mobile vending from downtown parking spaces shall be permitted only from one (1) space approved by the Exeter Select Board;
- Mobile vending from this space shall be permitted on a yearly basis from January 1st through December 31st per calendar year;
- The mobile vending location shall be awarded to the highest qualified bidder;
- There shall be a minimum bid price for use of the mobile vending space.

The vendor who submits the highest qualified bid for the downtown mobile vending space will have the opportunity to enter into a license agreement to vend from the downtown municipal parking space. The license will provide for vendor's exclusive use of the vending space for that period of the calendar year. The agreement will be in accordance with Exeter Ordinance 802. Vendors should review Ordinance 802 carefully.

This bid applies only to mobile vending units (not carts) and one (1) designated downtown municipal parking space.

Vendor submittal requirement:

- A cover letter describing the mobile vendor unit along with accompanying photos and dimensions; food/goods vendor proposes to sell; and days/hours vendor anticipates selling;
- The fully completed application for bid;
- Copies of permits issued by the State of New Hampshire for vending of goods or food.

Vendor is not required to obtain local and state permits prior to submission of a bid, but will be required to obtain all state and local permits prior to execution of the license for the designated municipal mobile vending space.

Disqualification: Vendor will be disqualified if:

- Vendor has a history or non-compliance with local and/or state regulations, ordinances and/or laws;
- Vendor's proposed mobile vending unit, proposed method of servicing customers, or goods/food for sale raised health or safety concerns that cannot be reconciled through the agreement terms. By way of further guidance, it is imperative that vending be able to occur in a manner which does not create a risk for customers, vehicular traffic, the vendor or others, or create damage to Town property;
- in regard to food vending, if Vendor has within the last year had a health inspection that yielded more than 2 critical item violations per inspection, or any repeat critical item violation(s), a total inspection score of less than 80, or if the Commissary names on the Commissary Agreement did not maintain an inspection score of 80 or greater;
- Vendor has a history of harassing, intimidating or threatening others;
- the bid proposal is on a form other than that furnished by the Town of Exeter;
- there are unauthorized additions, conditions or irregularities which may make the bid proposal incomplete, indefinite or ambiguous as to its meaning;
- more than one proposal for the same work from an individual, firm or corporation under the same or different name or there is evidence of collusion among bidders;
- Vendor fails to submit all required information; or
- disqualification is in the best interest of the Town of Exeter.

By submitting a bid proposal, the Vendor authorizes the Town to undertake such investigation as may be necessary to verify the Vendor's qualifications (per RSA 31:102-b). The Vendor may be requested to execute a release in favor of third parties who have information relative to the Vendor's qualifications. Refusal to execute a release may result in disqualification.

Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the Town at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bid proposals. All bid proposals should be plainly marked on the outside of the envelope "Downtown Exeter 2022 Mobile Vending". Proposals received after the deadline will not be opened or considered. Faxed or emailed proposals are not acceptable.

Withdrawal of Bid Proposals

A proposal may be withdrawn prior to execution of agreement.

### **Reservation of Rights**

The Town of Exeter reserves the right to reject any or all bids to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Town.

**Exeter Downtown Mobile Vending  
Bid Proposal Application Form**

The undersigned submits the following price proposal to vend from the designated Exeter downtown mobile vending space. The Vendor submitting the highest qualified bid proposal will be offered the opportunity to enter into a license agreement with the Town. Vendor shall specify amount in both words and figures. If there is a discrepancy between prices written in words and those written in figures, the prices written in words shall govern.

**Minimum bid proposal is \$3,000.00.**

Downtown Mobile Vending Space Bid in words:

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Downtown Mobile Vending Space Bid in figures:

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Submitted by: \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Corrections on the bid form should be made by crossing out the error and entering the new price or information above or below it. The correction must be initialed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.



## **Town of Exeter**

### **Mobile Vending License Agreement**

The Town of Exeter, a municipal corporation with a principal place of 10 Front Street, Exeter, New Hampshire (hereinafter "Town"), for the License Fee of \$3,000.00 hereby grants this revocable license to VENDOR NAME AND ADDRESS (hereinafter "Licensee") to allow the vending of goods and/or food from the downtown municipal parking space shown on Exhibit 1 (hereinafter "Vending Space") in accordance with the following terms and conditions:

1. This license authorizes the vending of goods/food from the Vending Space for the period of January 1, 2022 – December 31, 2022.
2. Vending shall be from only that mobile vending unit described as follows: DESCRIPTION OF MOBILE VENDING UNIT, VIN # \_\_\_\_\_, License Plate # \_\_\_\_\_. Should Licensee seek to vend from a different mobile vending unit, Licensee shall seek the written consent of the Town and such mobile vending unit shall be inspected and licensed by the Health Department. Such consent shall not be unreasonably withheld. Requests shall be directed to the Town Manager.
3. The Licensee agrees to maintain the mobile vending unit described in the preceding paragraph in good condition and to vend from it only those items/foods which Vendor is lawfully allowed to vend in accordance with Local and State permits.
4. Licensee agrees to keep the vending space in a clean and sanitary condition at all times and to comply with any reasonable requests of the Town with respect to maintenance of the area. Trash receptacles shall be made available to customers and removed by Licensee when the Vendor departs the Vending Space each day. Dumping of grease, oil or graywater is strictly prohibited.
5. Licensee must comply at all times with all other applicable State and Local Ordinances, specifically including those relative to vending and health safety. Mobile vehicle unit shall be properly registered at all times and Licensee shall provide proof of registration if requested by the Town.
6. Licensee and/or operators of the mobile vending unit shall maintain, at all times, such State and Local permits and licenses as are required. Nothing in this license diminishes, negates, changes or alters the authority of the Health Department or any other department relative to licenses and permits issued by it. Such other agencies and departments shall have all remedies available

to it under law.

7. If food vending, it shall be grounds for revocation if an inspection conducted by the Health Department yields: 1) more than 2 critical item violations per inspection; and/or 2) any repeat critical item violations(s), 3) a total inspection score of less than 80, or 4) if the Commissary names on the Commissary Agreement does not maintain an inspection score of 80 or greater, or 5) Vendor failed to sign in to Commissary on day of inspection, or on any day of operation, or 6) Vendor protests/refuses inspection.
8. Licensee shall not harass, intimidate or threaten other vendors.
9. Payment of the License Fee shall be made payable to the Town of Exeter and directed to the attention of Town Manager, Town of Exeter, 10 Front Street, Exeter, NH 03833.
10. Licensee hereby agrees to indemnify and hold harmless the Town and its respective officials, employees and agents from any and all liability of any kind associated in any way with the exercise of the rights granted under this license. This obligation shall survive the termination of this License.
11. The Licensee agrees to maintain not less than \$1,000,000.00 per occurrence in general liability insurance covering Licensee's activities within and use of the Vending Space and naming the Town as an additional insured. A certificate indicating the existence of this insurance shall be kept on file with the Town Manager's Office.
12. The license is not transferable or assignable without the written consent of the Town.
13. Licensee shall not operate from the vending space before 7:00 am or after 9:00 pm without the written consent of the Town.
14. Licensee agrees to cooperate with the Town in the event that the Town needs to undertake temporary maintenance or construction within the Vending Space or make available the area for a special event. For example, in the event of a necessary water line repair, vending from the space might have to be suspended for a short period of time. In such instance, the Town is prepared to try to identify an alternative temporary location for vending or to refund/credit an equitable portion of the License Fee.
15. Both the Town and Licensee acknowledge that conditions may arise that might require a permanent relocation of the vending space. The Town may, for good cause and upon reasonable notice, assign Licensee a different

vending space in the downtown area. The Town and Licensee shall in the first instance attempt to identify a mutually agreeable alternative Vending Space. Should Licensee object to the alternative location, Licensee, without penalty, may terminate the license and be refunded an equitable portion of the License Fee.

16. This license may be revoked if Licensee fails to abide by the obligations set forth in this license. Licensee will be provided with notice of any deficiency and an opportunity to cure. Such cure period shall be seven (7) days except in the event of a serious health or safety violation, in which case the cure period shall be immediate. There shall be no refund of the license fee paid to date of revocation.
17. Any damages sustained by Licensee for breach of this license shall be limited to refund of any fees paid.
18. Licensee agrees that it shall reimburse the Town for the cost of remediating any situation caused by failure of the Licensee to comply with this license, including, but not limited to, the cost of cleaning or repairs necessitated by Licensee's negligent actions or use of the Vending Space in a manner inconsistent with the terms of the license.
19. At the end of the term of this license, the Licensee may again apply for the Downtown Exeter Mobile Vending Agreement through the Request for Proposal process for the next calendar year.

TOWN OF EXETER

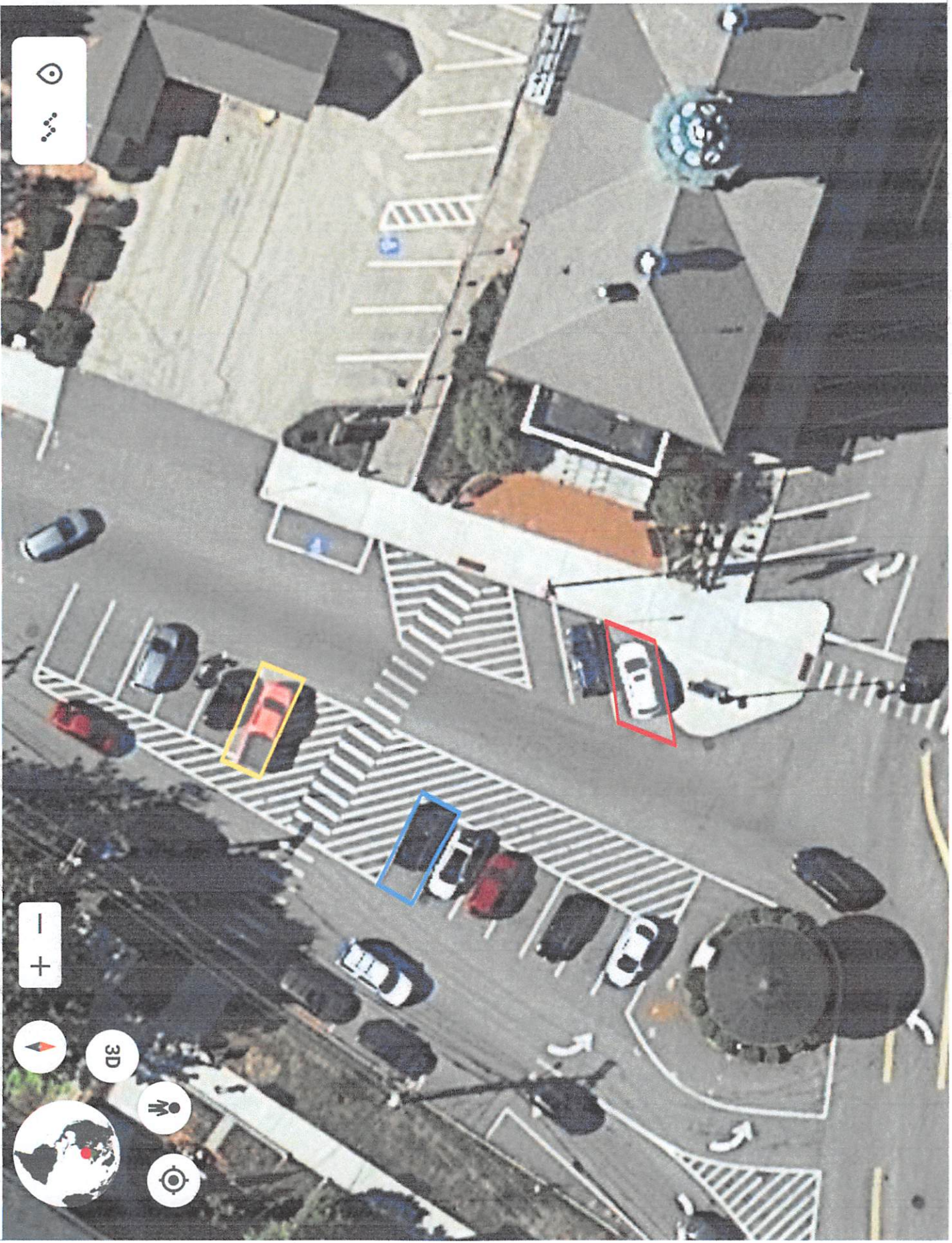
\_\_\_\_\_  
Russell J. Dean, Exeter Town Manager

\_\_\_\_\_  
Date

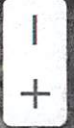
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Licensee

\_\_\_\_\_  
Date





100%



Camera: 133 m 42°58'51"N 70°56'45"W 11 m

## **American Rescue Plan Updates**



# RESTAURANT REVITALIZATION FUND

THE AMERICAN  
RESCUE PLAN ACT  
ESTABLISHES A  
\$28.6 BILLION  
"RESTAURANT  
REVITALIZATION  
FUND" (RRF)  
WITHIN THE U.S.  
SMALL BUSINESS  
ADMINISTRATION  
(SBA)

## LEARN MORE

Visit  
[RestaurantsAct.com](https://RestaurantsAct.com)

## GRANTS

An eligible business may receive a tax-free federal grant equal to the amount of its **pandemic-related revenue loss**, calculated by subtracting its 2020 gross receipts from its 2019 gross receipts.

- ✓ If the business is not in operation for the entirety of 2019, the total is the difference between 12 times the average monthly gross receipts for 2019 and the average monthly gross receipts in 2020 (or a formula from SBA).
- ✓ If the business is not in operation until 2020, it can receive a grant equal to the amount of "eligible expenses" subtracted by its gross receipts received (or a formula from SBA).
- ✓ If the business is not yet in operation as of the application date, but it has made "eligible expenses," the grant would be made equal to those expenses (or a formula from SBA).

## DEDUCTION OF 1<sup>ST</sup> AND 2<sup>ND</sup> DRAW PPP LOAN FUNDS

**Pandemic-related revenue losses** for business are **reduced by any amounts received** from Paycheck Protection Program (PPP) First Draw and Second Draw loans in 2020 and/or 2021.

## DISTRIBUTION

The SBA can adjust awards based on demand and "relative local costs" in the markets where RRF businesses operate. Otherwise;

- ✓ **\$23.6 billion** is available for the SBA to award in an equitable manner to businesses of different sizes based on annual gross receipts.
- ✓ **\$5 billion** is available to businesses with gross receipts of \$500,000 or less during 2019.
- ✓ **Maximum:** The total grant amount for an eligible business and any affiliated businesses is capped at \$10 million and is limited to \$5 million per physical location of the business.

## PRIORITIZATION

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For an initial 21-day period, the SBA will prioritize awarding grants for small business concerns owned and controlled by women, veterans, or socially and economically disadvantaged small business concerns.

## COVERED PERIOD

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Eligible expenses are those incurred **from February 15, 2020 to December 31, 2021**, or a date determined by the SBA. If all grant funds are not spent by the business, or the business permanently closes before the end of the covered period, the business must return unused funds to the Treasury.

## ELIGIBLE EXPENSES

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Funds must be spent on payroll; principal or interest on mortgage obligations; rent; utilities; maintenance including construction to accommodate outdoor seating; supplies such as protective equipment and cleaning materials; normal food and beverage inventory; certain covered supplier costs; operational expenses; paid sick leave; and any other expenses that the SBA determines to be essential to maintaining operations.

## ELIGIBLE ENTITY

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Own or operate 20 or fewer establishments (together with any affiliated business), regardless of ownership type of the locations and whether those locations do business under the same or multiple names, as of March 13, 2020. An affiliated business has an equity or right to profit distribution of 50 percent or more, or has contractual authority to control the direction of the business, provided that such affiliation "shall be determined as of any arrangements or agreements in existence as of March 13, 2020."

- ✓ Eligible entities include a restaurant, food stand, food truck, food cart, caterer, saloon, inn, tavern, bar, lounge, brewpub, tasting room, taproom, licensed facility or premise of a beverage alcohol producer where the public may taste, sample, or purchase products, or other similar place of business in which the public or patrons assemble for the primary purpose of being served food or drink.
- ✓ Entities can apply using their existing business identifiers, as the SBA will avoid imposing additional burdens on applicants.
- ✓ Publicly-traded companies are ineligible.
- ✓ Entities must submit a good faith certification that:
  - Uncertainty of current economic conditions makes necessary the grant request to support the ongoing operations.
  - The entity has not applied for nor received a "Shuttered Venue Operators" grant (generally for performing arts, live venues, theaters, etc.).

## TAX TREATMENT

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Grants are not taxed like income and all normal federal tax deductions are protected.

- ✓ New Limitations on Private Funds and Anti-Evasion.



U.S. Small Business  
Administration

# Eligibility Requirements— Shuttered Venue Operators Grant (SVOG)

*Eligibility Requirements: (A Business Must Satisfy All Applicable Requirements Per Category)*

## Requirements for All Businesses

<b>General Requirements</b>	<ul style="list-style-type: none"> <li>• Was fully operational on February 29, 2020.</li> <li>• Had gross earned revenue during any of the first, second, third, or fourth quarter in 2020 that demonstrated not less than a 25 percent reduction from the gross earned revenue of such business during the corresponding quarter in 2019.</li> </ul>
<b>Ownership Restrictions</b>	<ul style="list-style-type: none"> <li>• Is not listed on a stock exchange or majority owned and controlled by an entity listed on a stock exchange.</li> <li>• Does not have, or is not majority owned and controlled by an entity with, all three of the following characteristics:             <ol style="list-style-type: none"> <li>1. Owns or operates venues, relevant museums, motion picture theatres, or talent agencies or talent management companies in more than one country;</li> <li>2. Owns or operates venues, relevant museums, motion picture theatres, or talent agencies or talent management companies in more than ten States; and</li> <li>3. Employs more than 500 employees as of February 29, 2020, determined on a full-time equivalent basis.</li> </ol> </li> <li>• Not majority owned or controlled by an entity that received more than 10% of gross revenue from federal funding during 2019, excluding amounts received by such business under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.</li> </ul>
<b>Prohibited Activities</b>	<ul style="list-style-type: none"> <li>• Does not (i) present live performances of a prurient sexual nature or (ii) derive, directly or indirectly, more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature.</li> </ul>

*Please see for additional eligibility requirements by business type below*

## Additional Requirements by Business Type

	<b>Live Venue Operator or Promoter, Theatrical Producer, or Live Performing Arts Organization Operator</b>	<b>Motion Picture Theatre Operator</b>	<b>Museum Operator</b>	<b>Talent Representative</b>
<b>Business Requirements:</b>	<ul style="list-style-type: none"> <li>• One of its principal business activities is operating or using venues for Eligible Live Events for which (i) a cover charge through ticketing or front door entrance fee is applied, and (ii) performers are paid in an amount that is based on a percentage of sales, a guarantee (in writing or standard contract) or another mutually beneficial formal agreement.</li> </ul> <p>Either:</p> <ul style="list-style-type: none"> <li>• not less than 70% of the earned revenue of the business is generated through, to the extent related to a live event described immediately above, cover charges or ticket sales, production fees or production reimbursements, nonprofit educational initiatives, or the sale of event beverages, food, or merchandise; or</li> <li>• one its principle business activities is making available for purchaser by the public an average of not less 60 days before the date of the event tickets to live events described immediately above.</li> </ul>	<p>One of its principal business activities is owning and operating at least one place of public accommodation for the purpose of motion picture exhibition for a fee.</p>	<p>Operates museums that are Relevant Museum as its principal business activity.</p>	<p>Not less than 70% of its operations are engaged in representing or managing two or more artists and entertainers.</p>
<b>Operational Requirements</b>	<p>Has resumed or intends to resume organizing, promoting, producing, managing, or hosting future Eligible Live Events.</p>	<p>Is open or intends to reopen for the primary purpose of public exhibition of motion pictures.</p>	<p>Is open or intends to reopen.</p>	<p>Is representing or managing artists and entertainers.</p>
<b>Facility Requirements</b>	<ul style="list-style-type: none"> <li>• Has a defined performance and audience space.</li> <li>• Has mixing equipment, a public address system, and a lighting rig.</li> <li>• Engages one or more individuals to carry out not less than two of the following roles: a sound engineer; a booker; a promoter; a stage manager; security personnel; or a box office manager.</li> <li>• Requires a paid ticket or cover charge to attend most performances and artists are paid fairly (rather than performing for free or for tips, except for fundraisers or similar charitable events).</li> <li>• If owned or operated by a nonprofit entity that produces free events, the Eligible Live Events are produced and managed primarily by paid employees, not by volunteers.</li> <li>• Markets performances in printed or electronic publications, on websites, by mass email, or on social media.</li> </ul>	<ul style="list-style-type: none"> <li>• Has at least one auditorium that includes a motion picture screen and fixed audience seating.</li> <li>• Has a projection booth or space containing not less than one motion picture projector.</li> <li>• Requires a paid ticket charge to attend exhibition of motion pictures.</li> <li>• Markets motion picture exhibitions through showtime listings in printed or electronic publications, on websites, by mass mail, or on social media.</li> </ul>	<ul style="list-style-type: none"> <li>• Has indoor exhibition spaces that are a component of the principal business activity and which have been subject to pandemic-related occupancy restrictions.</li> <li>• Has at least one auditorium, theater, or performance or lecture hall with fixed audience seating and regular programming.</li> </ul>	



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[← Back to all topics](#)

# Shuttered Venue Operators Grant

*This grant provides emergency assistance for eligible venues affected by COVID-19.*

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## Content

[Program details](#)

[Supplemental documents](#)

[Who can apply](#)

[Grant amount](#)

[How to apply](#)

[Allowable use of funds](#)

[Video tutorials](#)

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Over the next few days, our tech team and vendors remain focused on testing the Shuttered Venue Operators Grant application portal; **we aim to reopen the portal by the end of the week of April 18, 2021.** As soon as the exact date is confirmed, we will provide advance notice. Also, we are updating the applicant user guide and FAQs to further clarify information and will post those here in advance of the application portal opening. Applicants may continue to register for an application portal account.

## Program details

The Shuttered Venue Operators Grant (SVOG) program was established by the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act, and amended by the American Rescue



**COVID-19 relief options and additional resources: [LEARN MORE](#)**

Eligible applicants may qualify for grants equal to **45% of their gross earned revenue**, with the maximum amount available for a single grant award of \$10 million. **\$2 billion is reserved for eligible applications with up to 50 full-time employees.**

## Supplemental documents

- [FAQ Regarding Shuttered Venue Operators Grant \(SVOG\)](#)
- [SVOG Eligibility Requirements](#)
- [SVOG Preliminary Application Checklist](#)
- [Cross-program eligibility on SBA COVID-19 relief options](#)
- [SVOG-specific version of IRS Form 4506T](#)
- SVOG applicant user guide (coming soon)

## Who can apply

Eligible entities include:

- Live venue operators or promoters
- Theatrical producers
- Live performing arts organization operators
- Relevant museum operators, zoos and aquariums who meet specific criteria
- Motion picture theater operators
- Talent representatives
- Each business entity owned by an eligible entity that also meets the eligibility requirements

Other requirements of note:

- Must have been in operation as of February 29, 2020
- Venue or promoter who received a PPP loan on or after December 27, 2020, will have the SVOG reduced by the PPP loan amount

**COVID-19 relief options and additional resources: [LEARN MORE](#)**



Grant amounts will reflect either of the following instances:

- For an eligible entity in operation on January 1, 2019, grants will be for an amount equal to 45% of their 2019 gross earned revenue OR \$10 million, whichever is less.
- For an eligible entity that began operation after January 1, 2019, grants will be for the average monthly gross earned revenue for each full month you were in operation during 2019 multiplied by six (6) OR \$10 million, whichever is less.

## How to apply

SBA is building the grant program and expects to open applications in early April. Those who have suffered the greatest economic loss will be the first applications processed under the following schedule:

**Note:** On January 20, 2021, SBA updated the proposed plan for issuing grants during the first and second priority periods. To clarify, priority awardees will not need to satisfy the small employer set-aside. During the first 59 days of opening SVOG, SBA will reserve no less than \$2 billion of program funding for grants to entities that have no more than 50 employees.

### **First priority**

*First 14 days of grant awards*

Entities that suffered a **90% or greater** revenue loss between April 2020 through December 2020 due to the COVID-19 pandemic.

### **Second priority**

**COVID-19 relief options and additional resources: [LEARN MORE](#)**

Entities that suffered a **70% or greater** revenue loss between April 2020 through December 2020 due to the COVID-19 pandemic.

**Third priority**

*Beginning 28 days after first and second priority awards are made*

Entities that suffered a **25% or greater** earned revenue loss between one quarter of 2019 and the corresponding quarter of 2020.

**Supplemental funding**

*Available after all Priority Periods have passed*

Recipients of first, second, and third priority round awards who suffered a **70% or greater** revenue loss for the most recent calendar quarter (as of April 1, 2021, or later).

## Allowable use of funds

Funds may be used for specific expenses, which include:

- Payroll costs

**COVID-19 relief options and additional resources: [LEARN MORE](#)**

- 
- Scheduled mortgage payments (*not including prepayment of principal*)
  - Scheduled debt payments (*not including prepayment of principal on any indebtedness incurred in the ordinary course of business prior to February 15, 2020*)
  - Worker protection expenditures
  - Payments to independent contractors (*not to exceed \$100,000 in annual compensation per contractor*)
  - Other ordinary and necessary business expenses, including maintenance costs
  - Administrative costs (*including fees and licensing*)
  - State and local taxes and fees
  - Operating leases in effect as of February 15, 2020
  - Insurance payments
  - Advertising, production transportation, and capital expenditures related to producing a theatrical or live performing arts production. (*May not be primary use of funds*)

**Grantees may not use award funds to:**

- Buy real estate
- Make payments on loans originated after February 15, 2020
- Make investments or loans
- Make contributions or other payments to, or on behalf of, political parties, political committees, or candidates for election
- Any other use prohibited by the Administrator

**Grantee recordkeeping**

Grantees will be required to maintain documentation demonstrating their compliance with the eligibility and other requirements of the SVOG program. They must retain employment records for four years following their receipt of a grant and retain all other records for three years.

## Video tutorials

**Long form**

**COVID-19 relief options and additional resources: [LEARN MORE](#)**



**Short form**

- [Eligibility for live venue operators or promoters](#)
- [Eligibility for talent representatives](#)
- [Eligibility for museum operators](#)
- [Eligibility for motion picture theatre operators](#)
- [Eligibility for live performing arts organization operators](#)
- [Use of funds](#)

**Next**

SBA debt relief
>

What We Do

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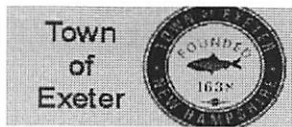


**Sign up for SBA email updates**

**SUBSCRIBE**

U.S. Small Business Administration 409 3rd St, SW. Washington DC 20416





Russ Dean &lt;rdean@exeternh.gov&gt;

---

**Update: COVID-19**

1 message

---

**Lightfoot, Madison (Shaheen)** <Madison\_Lightfoot@shaheen.senate.gov>

Thu, Apr 22, 2021 at 5:30 PM

Good evening everyone,

I hope you're well. I'm reaching out to share COVID-19 updates and resources.

-

**Restaurant Revitalization Fund:**

The American Rescue Plan Act established the Restaurant Revitalization Fund (RRF) to provide funding to help restaurants and other eligible businesses keep their doors open. This program will provide restaurants with funding equal to their pandemic-related revenue loss up to \$10 million per business and no more than \$5 million per physical location. Recipients are not required to repay the funding as long as funds are used for eligible uses no later than March 11, 2023.

The NH SBA is partnering with the NH Lodging and Restaurant Association (NHLRA) to host webinars on **Friday, April 23<sup>rd</sup> and Tuesday, April 27<sup>th</sup> from 10am – 11am** that will offer an overview of the RRF and an interactive Q&A. The discussion will include navigating the details on application requirements, eligibility, and a program guide. More information can be found on the attached flyer and in the below release from the NH SBA.

-

**IRS:**

The Treasury Department and the Internal Revenue Service today issued Revenue Procedure 2021-20 for certain businesses that received first-round Paycheck Protection Program (PPP) loans but did not deduct any of the original eligible expenses because they relied on guidance issued before the enactment of tax relief legislation in December of 2020.

Under prior guidance, businesses that received PPP loans to cover payroll costs, interest on covered mortgage obligations, covered rent obligation payments, and covered utility payments could not deduct corresponding expenses.

With the Dec. 27, 2020, enactment of the Consolidated Appropriations Act, 2021, businesses now may claim these deductions even though they received PPP loans to cover original eligible expenses. These businesses can use the safe harbor provided by this guidance to deduct those expenses on the return for the immediately subsequent year. More information can be found here.

**Rental Assistance:**

There is currently federal rental assistance available in NH. In the COVID-19 relief legislation that was signed in December, Senator Shaheen successfully advocated for the inclusion of \$25 billion to create the Emergency Rental Assistance (ERA) program. The state of NH received \$200 million in federal rental assistance through the ERA. Last month, the state announced the rollout of the New Hampshire Emergency Rental Assistance Program (NHERAP) using the \$200 million the state received through the ERA. NHERAP is being managed by the New Hampshire Housing Finance Authority (NHHFA) and the applications are being administered through the five regional Community Action Partnership (CAP) agencies. More information about this program can be found here.

Senator Shaheen led the NH Congressional delegation in calling on the Treasury Department to make the permissible uses of these rental assistance funds as broad as possible and specially called for household broadband costs to be covered under this program.

### **Homeowner Assistance Fund:**

The American Rescue Plan provides \$9.961 billion in funding through the Department of Treasury to states, territories, tribes, and tribally designated housing entities to provide direct assistance to homeowners. Last week, the Treasury Department released guidance for the Homeowner Assistance Fund and the guidance can be found here. We will keep you updated as these foreclosure prevention funds become available to NH homeowners.

-

### **Supplemental Child Care Funding:**

This week, the U.S. Department of Health and Human Services (HHS) announced that New Hampshire will receive \$77,393,843 in grants from the American Rescue Plan to provide relief for child care providers and support working families who need access to affordable child care. This funding is an allotment of the \$39 billion included in the American Rescue Plan to support the child care sector, which has been among the hardest hit by the COVID-19 pandemic. Two types of child care grants will be made available by HHS to New Hampshire child care providers through funding included in the American Rescue Plan: \$47,657,076 in Child Care Stabilization Grants and \$29,736,767 in supplemental Child Care and Development Fund (CCDF) funds. More information can be found here.

-

### **Resources for Nonprofits:**

- NH Charitable Foundation: <https://www.nhcf.org/how-can-we-help-you/apply-for-a-grant/>
- NH Center for Nonprofits: <https://www.nhnonprofits.org/page/coronavirus-covid-19-resources-nonprofits>

As always, please don't hesitate to reach out any time.

Thank you!

Madison

New Hampshire District Office - April 22, 2021



- First-of-Its-Kind Technology Initiative for Restaurant Revitalization Fund (RRF)
- RRF Information & Upcoming Webinars
- Annual Matchmaker 5/10-5/14
- ICYMI -Targeted EIDL Advance Info



## First-of-Its-Kind Technology Initiative for Restaurant Revitalization Fund (RRF)

The U.S. Small Business Administration announced today the first round of technology partners participating in a new initiative for the **Restaurant Revitalization Fund (RRF)** - a program that will allow eligible restaurants and other food establishments to access the RRF application or data they need to fill out the application through their trusted point-of-sale (POS) service providers. SBA is proud to announce partnerships with Clover®, NCR Corporation, Square, and Toast in this groundbreaking effort to provide a customer-centric approach to the delivery of relief funds.

“The SBA is partnering with point-of-sale providers to leverage technology to better reach the smallest businesses that need our help the most. This collaboration is just one example of the many innovative and creative ways we’re connecting with entrepreneurs in the hardest-hit and underserved communities,” said **SBA Administrator Isabella Casillas Guzman**. “The SBA must be as entrepreneurial as the entrepreneurs we serve. These partnerships enable us to meet small businesses where they are, instead of waiting for them to come to us.”

[Read Entire Press Release Here](#)

# RRF Information & Upcoming Webinars

Through appropriated funds provided by the recently passed American Rescue Plan legislation, the SBA will be implementing the soon to be released Restaurant Revitalization Fund (RRF). Below are some important facts about the program and some useful resources to help you get prepared if you are eligible to apply.

Those eligible include eating and drinking establishments such as restaurants, bar and taverns, caterers as well as bakeries, brewpub and wineries to name a few. These funds are meant to provide these hardest hit small businesses with financial support equal to their demonstrated loss due to the Covid 19 pandemic. If you believe you may be an eligible business, we strongly encourage you to join us at one of our overviews of the program where you will get the information you need to prepare and apply once the portal opens.

In the meantime, you can find a wealth of information specific to this program online at [Restaurant Revitalization Fund \(sba.gov\)](https://www.sba.gov). [FAQs for RRF](#)

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## Join us at one of these upcoming sessions:

**April 23rd- RRF Overview hosted by NH Lodging and Restaurant Association 10-11am**

**April 27th- RRF Overview hosted by NH Lodging and Restaurant Association 10-11am**

**May 3rd- Restaurant Revitalization Fund (RRF) hosted by CWE and VBOC 1-2pm**

**May 4th- RRF Overview hosted by Merrimack Valley SCORE 1-2pm**

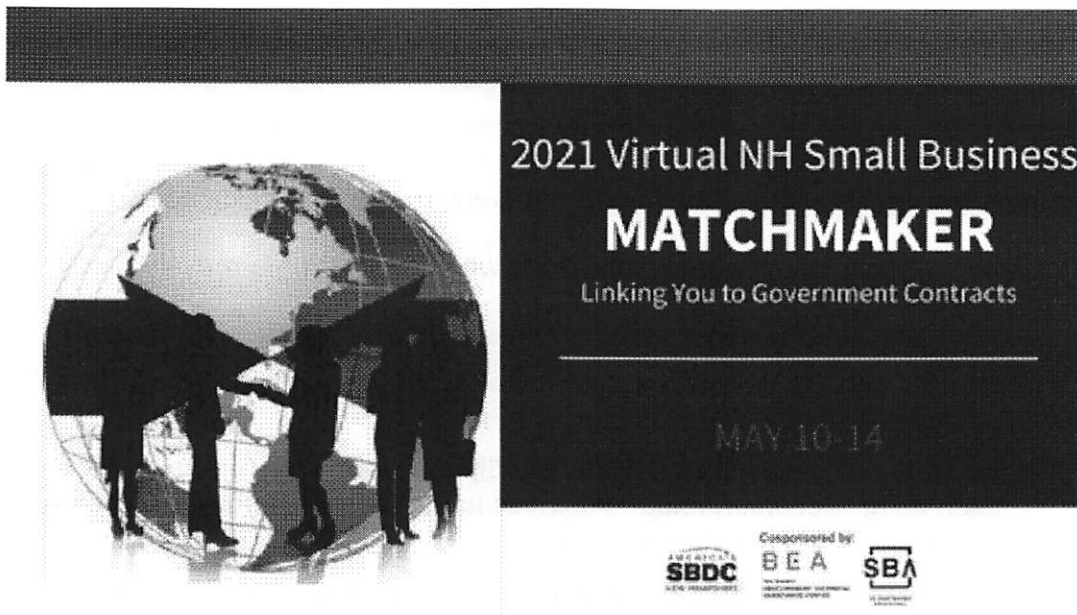
**May 7th - Getting Ready for the Restaurant Revitalization Funding Application hosted by NH SBDC 10-11am**

Our local SBA office here in NH holds weekly updates **every Wednesday** from **9-10am** which provide updates to all SBA programs and current events. This is a great opportunity to hear directly from us on anything new with any of programs or disaster relief and get your questions answered directly in our Q&A session. Register here for [Webinar Wednesday](#)

If you have any specific questions you can always reach out to our office at 603-225-1400 or [NewHampshire\\_do@sba.gov](mailto:NewHampshire_do@sba.gov).




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## Annual Matchmaker 5/10-5/14



2021 Virtual NH Small Business  
**MATCHMAKER**  
Linking You to Government Contracts

MAY 10-14

Cosponsored by  




## The Matchmaker is ON – Register today!

Great news, registration is now open for the 2021 Virtual NH Small Business Matchmaker Event!

SBA is partnering again with NH Procurement Technical Assistance Center (NH PTAC) and the NH Small Business Development Center (NH SBDC).

Like all things in 2020 and 2021, the format will be different but the goal will be the same – providing a platform for small businesses to meet with federal agencies and large prime contractors to create and develop relationships, and to provide small business solutions to their contracting needs.

The event will take place the week of May 10-14, 2021 with 3 afternoons of scheduled matchmaker appointments on May 11-13 from 1:00 to 5:00 pm and lots of opportunity for **Virtual Learning and Networking on Monday 5/10 and Friday 5/14** with hot topics such as ***Making the Most of the Matchmaker, Contract Financing and Bonding, Cybersecurity – what you need to know NOW*** to name just a few.

For the matchmaking appointments, we will be using a matchmaking platform which is web-based with no download required. After you register here, you will receive an email to set up an account and your matchmaker connections will be coordinated through the system, with support available throughout, if needed.

**Each day will focus on suggested specific industries:**

- |                       |  |
|-----------------------|--|
| <b>5/11 Tuesday</b>   | <b>Construction and Environmental Services</b> |
| <b>5/12 Wednesday</b> | <b>Manufacturing and Distributors</b>          |
| <b>5/13 Thursday</b>  | <b>Services (Non-construction)</b>             |

*Registration is \$25 each and is open at 2021 NH Small Business Virtual Matchmaker | NH Small Business Development Center (nhsbdc.org).*

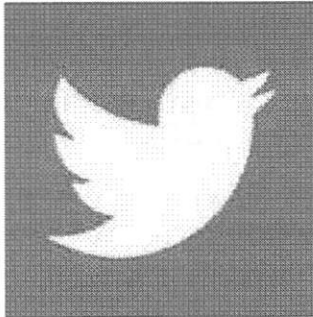


# ICYMI -Targeted EIDL Advance Info

Applicants can request reevaluation for targeted EIDL advance effective immediately. Applicants can send a request for reevaluation that was declined to the following email address: [TargetedAdvanceReevaluation@sba.gov](mailto:TargetedAdvanceReevaluation@sba.gov).

Applicants should follow these instructions when requesting a reevaluation:

- Send an email to [TargetedAdvanceReevaluation@sba.gov](mailto:TargetedAdvanceReevaluation@sba.gov)
- Use the subject line "Reevaluation Request for [insert your 10-digit application number]"
- In the body of the email, include identifying information for the application such as application number, business name, business address, business owner name(s) and phone number
- Include an explanation and any documentation that addresses the reason for the decline, if available. SBA will contact applicants if additional documentation is required to complete the review.



## **Ways to Connect with SBA New Hampshire:**

**Website:** [www.sba.gov/nh](http://www.sba.gov/nh)

**Email:** [NewHampshire\\_DO@sba.gov](mailto:NewHampshire_DO@sba.gov)

**Twitter:** [@SBA\\_NH](https://twitter.com/SBA_NH)

**Phone:** 603-225-1400

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## **SBA New Hampshire District Office**

55 Pleasant Street  
Concord, NH 03301

Email: [Newhampshire\\_DO@sba.gov](mailto:Newhampshire_DO@sba.gov)

Phone: (603) 225-1400

### **Subscriber Services**

[Unsubscribe](#) | [Manage your account](#)

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 **Virtual Event for Restaurant Industry FINAL.pdf**  
180K

## **Board and Committee Appointments**

## 2021 Committee Re-Appointments

Response	Board	First	Last	Current Term	Proposed Term
yes	Planning Board	Pete	Cameron	4/30/21	4/30/24
yes	Planning Board	John	Grueter	4/30/21	4/30/24
yes	Recreation Advisory Board	Brinn	Sullivan	4/30/21	4/30/24
yes	Recreation Advisory Board	Dan	Provost	4/30/21	4/30/24
yes	Recreation Advisory Board	Connor	Barry	4/30/21	4/30/24
yes	Zoning Board of Adjustment	Robert	Prior	4/30/21	4/30/24
yes	Conservation Commission	David	Short	4/30/21	4/30/24
yes - ALT.	Conservation Commission	Bill	Campbell	4/30/21	4/30/24
yes	Conservation Commission	Donald	Clement	4/30/21	4/30/24
yes	Conservation Commission	Kristen	Osterwood	4/30/21	4/30/24
yes	Exeter Housing Authority	Pam	Gjettum	4/30/21	4/30/24
yes	Exeter Housing Authority	Renee	O'Barton	4/30/21	4/30/24
yes	Heritage Commission	John	Merkle	4/30/21	4/30/24
yes	Historic District Commission	Pam	Gjettum	4/30/21	4/30/24
yes	Communications Advisory Committee	Martha	McEntee	4/30/21	4/30/24
yes	Communications Advisory Committee	Connor	Barry	4/30/21	4/30/24
yes	Facilities Advisory Committee	Kris	Weeks	4/30/21	4/30/24
yes	Facilities Advisory Committee	Rob	Corson	4/30/21	4/30/24
yes	Housing Advisory Committee	Nancy	Belanger	4/30/21	4/30/24
yes	River Advisory Committee	Richard	Huber	4/30/21	4/30/24
yes	River Advisory Committee	Dan	Jones	4/30/21	4/30/24
yes	Sustainability Advisory Committee	Chetana	Parmar	4/30/21	4/30/24
yes	Sustainability Advisory Committee	Kristen	Osterwood	4/30/21	4/30/24
yes	Sustainability Advisory Committee	Adam	Dumville	4/30/21	4/30/24
yes	Water/Sewer Advisory Committee	Bob	Kelly	4/30/21	4/30/24

<b>Board/Committee/Commission Vacancies as of April 2021</b>				
1	Planning Board			
2	Recreation Advisory Board			
2	Zoning Board of Adjustment			
2	Conservation Commission			
2	Heritage Commission			
1	Historic District Commission			
1	Communications Advisory Committee			
1	Water/Sewer Advisory Committee			

**Tax Abatements, Credits & Exemptions**



## List for Select Board meeting April 26, 2021

### Solar Exemption

Map/Lot/Unit	Location
53/3	374 Water St
64/12	26 Green St
97/44	67 Kingston Rd
63/55	48 Epping Rd
85/27	2 Country Ln
108/6	12 Exeter Falls Dr
65/169	15 Prospect St
55/75/4	3 Meeting Place Dr
55/75/3	1 Meeting Place Dr

### Elderly Exemption

Map/Lot/Unit	Location	Amount
104/79/120	120 Robinhood Dr	152,251
73/49/11	156 Front St #112	152,251
95/64/255	12 Peach St	152,251

### Yield Tax

Map/Lot/Unit	Location	Amount
13/8	78 Old Town Farm Rd	\$322.94

### Abatement

Map/Lot/Unit	Location	Amount	Year
110/2/101	101 Exeter Elms Campground	91.32	2013
110/2/101	101 Exeter Elms Campground	101.89	2014
110/2/101	101 Exeter Elms Campground	72.49	2015
110/2/101	101 Exeter Elms Campground	68.73	2016
110/2/101	101 Exeter Elms Campground	67.27	2017
110/2/101	101 Exeter Elms Campground	73.11	2019
110/2/101	101 Exeter Elms Campground	17.14	2020
110/2/7	7 Exeter Elms Campground	106.51	2017
110/2/7	7 Exeter Elms Campground	154.52	2018
110/2/7	7 Exeter Elms Campground	125.46	2019
110/2/7	7 Exeter Elms Campground	68.57	2020
110/2/85	85 Exeter Elms Campground	247.66	2017
110/2/85	85 Exeter Elms Campground	238.35	2018
110/2/85	85 Exeter Elms Campground	187.24	2019
110/2/85	85 Exeter Elms Campground	129.80	2020

### 79-D Discretionary Preservation Easement

Map/Lot/Unit	Location
101/34	109 Kingston Rd

### Intent to Cut

Map/Lot/Unit	Location
--------------	----------

71/119	Drinkwater Rd		
<b>Report of Excavation</b>			
<b>Map/Lot/Unit</b>	<b>Location</b>	<b>Amount</b>	
113/5	Powder Mill Rd	228.4	
<b>Exempt Properties</b>			
<b>Pursuant to RSA 72:23-c and RSA 72:23 IV</b>			
Religious			
Educational			
Charitable			
Hospital			



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 773-6110 • FAX 772-4709

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

TO: Select Board  
Town of Exeter

FROM: Janet Whitten, CNHA  
DRA Supervisor Assessor

DATE: April 26, 2021

RE: Solar Exemption

The solar exemption was adopted by a majority vote in 2014, to exempt the assessed value of solar related equipment, for property tax purposes. The tax exemption shall only be in the amount of 100% of the assessed value of qualifying solar related equipment under these statutes. *Per RSA 72:61, a "solar energy system" means a system which utilizes solar energy to heat or cool the interior of a building or to heat water for use in a building and which includes one or more collectors and a storage container. "Solar energy system" also means a system which provides electricity for a building by the use of photovoltaic panels.*

Solar related equipment had not been assessed or specified on the town property records cards at that time. When the exemption was adopted the assessing department began collecting the information and designating it on the property record card, without adding any value. This year, 2021 the assessing department determined all the solar equipment had been located and specified on the property record cards.

In January 2021 a letter, questionnaire and permanent application property tax credits/exemptions form (PA-29) was sent to all property owners with solar related equipment, specifying the PA-29 form and questionnaire must be returned by April 15<sup>th</sup> 2021 in order to maintain the solar exemption on their property. Two follow up reminder letters were mailed to any property owners which the PA-29 form remained outstanding.

It was determined the increased market value for having solar panels is approximately **five hundred dollars** (\$500.00) per panel. The exemption amount is therefore consistent at \$500.00 per panel. If the PA-29 form was returned there was no effect to the assessed value, if the PA-29 form was not returned the assessed value increased by \$500.00 per solar panel. Currently there have been **seventy six (76)** exemptions granted for a total amount of **two million twelve thousand dollars** (\$2,012,000) with Phillips Exeter Academy receiving one exemption of **seven hundred and seventy five thousand** (\$775,000). Two are outstanding at this time.

From here forward all properties with newly installed solar related equipment will be required to submit a PA-29 form and questionnaire to receive the solar exemption.

## Permits And Approvals

## Correspondence



# STATE OF NEW HAMPSHIRE

## Executive Council

STATE HOUSE ROOM 207

CONCORD, NEW HAMPSHIRE 03301

(603) 271-3632 FAX: 271-3633



**TO: All District Three Constituents**  
**FROM: Executive Councilor Janet Stevens**

**DATE: April 16, 2021**

The Executive Council met on Wednesday, April 7, 2021, to review and vote on 59 warrant/agenda items and to approve Civil Commissions, Nominations and Confirmations, as well as Department of Military Affairs and Veterans Services Nominations, Confirmations and Appointments. Additionally, 22 Informational Items, pursuant to RSA :45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders, were presented to the Executive Council for review.

Following the Executive Council meeting on April 7, 2021, the Executive Council held a confirmation hearing for two Judicial Branch nominees to serve on the New Hampshire Circuit Court (per diem) and New Hampshire Superior Court. **The Circuit Court nominee, Attorney Bradley Lown of Portsmouth, NH and the Superior Court nominee, Attorney Patricia Conway, of Salem, NH, the current Rockingham County Attorney,** spoke before the Executive Council and were questioned by members of the Executive Council. Testimony - both for and against the nominees - was provided in person and via telephone. The nomination of Attorneys Lown and Conway to serve on the Circuit and Superior Courts was supported by the Judicial Selection Commission and nominated by Governor Sununu. The Executive Council will vote on the nominees at the next meeting of the Council on Wednesday, April 21, 2021.

### **DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**Brigadier General Laurie M. Farris, Exeter, NH, to the rank of Major General, NH Air National Guard.**

### **#4 MOP 150, I, B (4): Nominations, Confirmations and Appointments** **DEPARTMENT OF TRANSPORTATION**

#E. Authorized the Bureau of Right of Ways petition for a hearing on the proposed reconstruction of the intersection of **NH Route 108, Amesbury Road and Maple Ave in Newton.**

### **DEPARTMENT OF TRANSPORTATION**

**#16** Authorized the Bureau of Right of Way to pay property owners \$32,750 as documented in the Contemplated Awards List for amounts greater than \$5,000 for the period extending from February 11, 2021 through March 1, 2021. **Derry-Londonderry 4A project. Re-establishment payments to Advantage Utilities (\$12,350) and Accurate Chassis Solutions, LLC(\$20,400).**

**#17** Authorized the Bureau of Right of Way to pay a business owner \$22,500 as documented in the Contemplated Awards List for amounts greater than \$5,000 for the period extending from March 2, 2021 through March 16, 2021. **Derry-Londonderry 4A project. Moving costs Kelsen Brewing Co.**

**#18** Authorized the Bureau of Highway Design to enter into an agreement with Vanasse Hangen Brustlin Inc., Bedford, NH, to perform final design to address transportation system needs along **NH Route 102 in the Towns of Derry and Londonderry, by constructing an alternate route which includes a new interchange, Exit 4A, on Interstate 93 (I-93) approximately one mile north of Exit 4 and a new connector road, for an amount not to exceed \$10,837,567.26. Effective through May 31, 2025. 100% Federal Funds.**



## **DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

**#37** Authorized the Division of Parks and Recreation to enter into a contract with Green Shadow Property Maintenance LLC, Rollinsford, NH, to perform **Beach Grading at Hampton Beach State Park, in the amount of \$40,000.** Effective through May 7, 2021. **100% Other Funds (Agency Income).**

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

**#48** Authorized Steven A. Joselow 1990 Authorized Steven A. Joselow 1990 TR's and Margaret A. Lamb 1990 TR's request to perform work on the Piscataqua River in New Castle.

**#50** Authorized amendment to a sole source agreement with the **Rockingham Planning Commission, Exeter, NH (originally approved by G&C on 10-23-19, item #54), for the "Seacoast Transportation Corridor Vulnerability Assessment and Plan" project, by extending the completion date to March 31, 2022 from March 31, 2021 and revising the scope of work to include additional reporting deliverables. No Additional Cost. 100% Federal Funds.**

**#52** Authorized the New Hampshire Department of Environmental Services to enter into a **sole source** agreement with The Nature Conservancy, Concord, NH, to conduct project development for multiple high priority culvert replacements in the tidal environment, in the amount of \$167,968. Effective through March 31, 2022. **100% Federal Funds. All four culvert replacements, which will require Tier 4 permitting are in District 3: Route 1A Rye (Rye Harbor); Squamscott Rd in Stratham (Squamscott River Crossing 113); Squamscott Rd. in Stratham (Squamscott River Crossing 114); and South Main St. in Seabrook (Hampton Seabrook Estuary).**

## **NEW HAMPSHIRE FISH AND GAME DEPARTMENT (Tabled at G&C Meeting 1/22/21)**

**#81** **TABLED** - The Governor and Council on motion of Councilor Wheeler, seconded by Councilor Warmington voted to **table** the request to enter into a contract with **Precision Cut Pruning, Newmarket, NH,** to provide pruning services at Henry Laramie WMA and Glenn's Cove WMA, in the amount of \$15,000. Effective upon G&C approval through June 30, 2023. **75% Federal, 25% Wildlife Habitat conservation funds.**

**TEN YEAR PLAN EXPENDITURES/BUDGET SFY 2016- SFY 2021**

<b>Towns</b>	<b>SFY 2016</b>	<b>SFY 2017</b>	<b>SFY 2018</b>	<b>SFY 2019</b>	<b>SFY 2020</b>	<b>SFY 2021</b>	<b>Total*</b>
<b>DERRY, WINDHAM</b>	9,423,070	20,696,939	9,937,408	7,794,343	1,664,695	48,329	49,564,784
<b>DOVER, NEWINGTON</b>	291	8,431,822	8,638,003	9,354,214	8,181,347	4,182,039	38,787,716
<b>SALEM</b>	11,648	82,022	172,683	7,062,350	12,053,559	9,403,630	28,785,892
<b>PORTSMOUTH</b>	127,851	159,537	3,106,295	5,471,138	12,680,546	6,178,056	27,723,423
<b>DERRY, LONDONDERRY</b>	13,198	1,631,372	5,468,456	4,336,709	4,785,122	7,003,225	23,238,082
District Wide	41,959	2,339,881	4,329,152	5,028,287	4,003,722	2,496,774	18,239,775
<b>BRENTWOOD, EPPING, EXETER</b>	-	-	-	12,411	770,313	5,837,376	6,620,100
<b>HAMPTON, PORTSMOUTH</b>	-	5,051	213,688	2,603,761	1,471,850	20,494	4,314,844
<b>DERRY, LONDONDERRY, SALEM, WINDHAM</b>	-	-	3,108	46,998	647,605	3,165,395	3,863,106
<b>DOVER, DURHAM, HUDSON, KINGSTON, LONDONDERRY, WINDHAM</b>	239	67,601	3,325,680	363,770	10,677	-	3,767,967
<b>HAMPTON, HAMPTON FALLS, SEABROOK</b>	216,518	872,748	1,957,047	17,296	-	-	3,063,609
<b>ATKINSON, GREENLAND, HAMPSTEAD, PORTSMOUTH</b>	-	-	-	24,770	2,805,158	79,217	2,909,145
<b>HAMPTON FALLS, SEABROOK</b>	-	53,056	2,410,502	325,414	-	-	2,788,972
<b>HAMPTON</b>	-	-	60,095	1,227,374	1,478,629	7,507	2,773,605
<b>HAMPTON, PORTSMOUTH, ROCHESTER</b>	-	-	26	14,267	2,422,926	19,688	2,456,907
<b>NEW CASTLE, PORTSMOUTH</b>	-	39,474	79,256	504,603	941,466	610,178	2,174,977
<b>DERRY</b>	39,980	106,163	127,353	888,432	893,191	-	2,055,119

<b>DOVER, DURHAM, HAMPTON, SOMERSWORTH, STRATHAM</b>	-	-	-	5,880	601,972	1,387,219	1,995,071
<b>WINDHAM</b>	-	1,158,021	356,269	20,371	(3,025)	365,843	1,897,479
<b>EAST KINGSTON</b>	25,259	172,719	574,860	1,070,753	8,172	-	1,851,763
<b>PELHAM</b>	-	-	-	817,576	-	693,065	1,510,641
<b>ALTON, BARTLETT, EPPING, FARMINGTON, FREEDOM, HAMPTON, HARTS LOCATION, LEE, PORTSMOUTH, ROCHESTER</b>	-	-	67,448	1,218,812	193,630	1,332	1,481,222
<b>DANVILLE, GOFFSTOWN, HAMPSTEAD, KINGSTON, LONDONDERRY, MANCHESTER</b>	-	-	-	1,929	235,096	1,228,879	1,465,904
<b>PLAISTOW</b>	-	30,735	25,002	378,718	543,024	425,570	1,403,049
<b>SEABROOK</b>	115,725	625,607	418,640	227	(74)	-	1,160,125
<b>SALEM, WINDHAM</b>	9,520	1,006,278	36,084	585	-	-	1,052,467
<b>CANDIA, SANDOWN</b>	-	-	-	6,947	2,041	963,820	972,808
<b>DURHAM, NEWMARKET</b>	-	56,143	393,998	449,986	16,508	41	916,676
<b>BRENTWOOD, CONCORD, EPPING, PEMBROKE</b>	-	-	12,200	12,971	875,490	(4,514)	896,147
<b>NORTH HAMPTON</b>	51,072	515,589	27,421	-	30,316	18,439	642,837
<b>HAMPTON, SEABROOK</b>	-	-	587,673	45,320	48	-	633,041
<b>STRATHAM</b>	29,030	387,122	-	-	-	-	416,152
<b>NEWMARKET</b>	7,131	4,933	302,478	95,633	-	-	410,175
<b>BEDFORD, KINGSTON, MERRIMACK, PLAISTOW</b>	56	362,758	-	-	-	-	362,814
<b>DERRY, HAMPSTEAD, MANCHESTER, SALEM</b>	-	-	-	-	-	318,952	318,952
<b>DOVER, PORTSMOUTH</b>	-	-	4,089	282,959	-	-	287,048

AUBURN, CANDIA, HAMPTON, NORTH HAMPTON, STRATHAM	-	-	1,014	10,196	231,958	-	243,168
ASHLAND, CAMPTON, EPPING, EXETER, HOLDERNESS	-	-	6,502	211,203	-	-	217,705
BEDFORD, DOVER, NASHUA, PORTSMOUTH	15,794	54,957	106,250	4,794	10,013	-	191,808
BEDFORD, BOW, CONCORD, DOVER, GREENLAND, HAMPTON, HAMPTON FALLS, HOOKSETT, MANCHESTER, MERRIMACK, NASHUA, NEWINGTON, NORTH HAMPTON, ROCHESTER, SEABROOK	-	-	-	2,384	103,267	-	105,651
CONCORD, CONWAY, GOFFSTOWN, HOOKSETT, HUDSON, KINGSTON, MEREDITH, PORTSMOUTH, RAYMOND, SEABROOK, WINDHAM	-	-	-	5,332	2,349	91,340	99,021
ALLENSTOWN, ANTRIM, BARRINGTON, BELMONT, BRENTWOOD, DUBLIN, DURHAM, EPSOM, HILLSBOROUGH, HUDSON, KINGSTON, LEE, LONDONDERRY, MEREDITH, MILFORD, MOULTONBOROUGH, NORTHWOOD, NOTTINGHAM, PEMBROKE, PETERBOROUGH, SANDWICH, TAMWORTH, WALPOLE, WESTMORELAND, WINDHAM	-	819	23,867	71,746	514	-	96,946
CONCORD, LITCHFIELD, MANCHESTER, NEWFIELDS, NEWMARKET, ROLLINSFORD, WEARE, WINDHAM	407	16,862	76,003	296	-	-	93,568
BARTLETT, LEBANON, ROCHESTER, SALEM, WINDHAM	-	6,463	84,862	169	211	-	91,705
BOW, CONCORD, DOVER, GREENLAND, HAMPTON, HAMPTON FALLS, HOOKSETT, MANCHESTER, MERRIMACK, NASHUA, NEWINGTON, NORTH HAMPTON, PORTSMOUTH, ROCHESTER, SEABROOK	-	2,083	85,291	512	-	-	87,886
BEDFORD, BOW, CONCORD, DOVER, GREENLAND, HAMPTON, HAMPTON FALLS, HOOKSETT, MANCHESTER, MERRIMACK, MILTON, NASHUA, NORTH HAMPTON, PORTSMOUTH, ROCHESTER, SEABROOK	3,721	76,402	119	-	-	-	80,242
RYE	90	6,661	69,536	-	-	-	76,287

ALLENSTOWN, ALTON, ANTRIM, BARNSTEAD, <b>CHESTER</b> , CHESTERFIELD, CHICHESTER, CONCORD, EPSOM, HILLSBOROUGH, HUDSON, KEENE, LITCHFIELD, LONDONDERRY, NELSON, OSSIPEE, PEMBROKE, PITTSFIELD, PLYMOUTH, <b>RAYMOND</b> , ROXBURY, STODDARD, WOLFEBORO	38,344	32,432	-	-	-	-	70,776
<b>EPPING</b> , HANOVER, HOOKSETT, LEBANON, NASHUA, <b>NORTH HAMPTON</b> , PORTSMOUTH, ROCHESTER, <b>STRATHAM</b>	-	-	-	572	5,207	60,878	66,657
CHESTER	-	29,720	-	10,308	14,982	3,857	58,867
ALTON, CANDIA, <b>HAMPTON</b> , HILLSBOROUGH, LITTLETON, NEW DURHAM, NEW LONDON, <b>PORTSMOUTH</b>	-	-	2,313	9,816	46,581	-	58,710
BEDFORD, BOW, CONCORD, DOVER, <b>GREENLAND</b> , <b>HAMPTON</b> , <b>HAMPTON FALLS</b> , HOOKSETT, MANCHESTER, MERRIMACK, MILTON, NASHUA, NEWINGTON, <b>NORTH HAMPTON</b> , PORTSMOUTH, ROCHESTER, <b>SEABROOK</b>	-	-	-	407	1,015	39,240	40,662
CHESTERFIELD, <b>PELHAM</b>	337	2,531	10,583	3,209	10,738	680	28,078
<b>DANVILLE</b>	-	-	22,248	-	-	-	22,248
ALTON, CANDIA, FRANCONIA, <b>HAMPTON</b> , HILLSBOROUGH, HOOKSETT, MANCHESTER, NEW LONDON	-	-	1,760	16,307	-	-	18,067
<b>PELHAM</b> , SALEM	-	-	-	13,090	-	-	13,090
DOVER, <b>EXETER</b> , JEFFERSON, MILTON, NORTHWOOD, PETERBOROUGH, ROCHESTER, WAKEFIELD	7,166	1,766	-	454	3,261	236	12,883
AUBURN, <b>DERRY</b> , MANCHESTER	-	-	-	-	7,251	5,280	12,531
<b>EXETER</b>	12,345	-	-	-	-	-	12,345
<b>ATKINSON</b>	-	-	7,935	-	-	-	7,935
CAMPTON, HOLDERNESS, <b>PLAISTOW</b>	-	-	-	-	6,624	972	7,596

BOW, <b>CHESTER</b> , NEW IPSWICH	-	-	-	3,980	-	-	3,980
BEDFORD, BOW, CONCORD, DOVER, <b>GREENLAND</b> , <b>HAMPTON</b> , <b>HAMPTON FALLS</b> , HOOKSETT, MANCHESTER, MERRIMACK, MILTON, NASHUA, NEW HAMPTON, <b>NEWINGTON</b> , <b>PORTSMOUTH</b> , ROCHESTER, <b>SEABROOK</b>	-	206	-	-	-	-	206
<b>DERRY</b> , LONDONDERRY, MANCHESTER, <b>SALEM</b> , WINDHAM	-	-	-	-	-	-	-
<b>Grand Total</b>	<b>10,190,751</b>	<b>39,036,473</b>	<b>43,133,197</b>	<b>49,849,579</b>	<b>57,757,975</b>	<b>44,653,037</b>	<b>244,621,012</b>

\*Expenditures to date only include % of project in Executive Council District 3 (EC-D3)



<b>Executive Council District 3</b>	<b>January</b>	<b>February</b>
	<b>2021</b>	<b>2021</b>
Labor Force	161,100	159,443
Employment	154,352	153,994
Unemployment	6,748	5,449
Unemployment Rate	4.2%	3.4%

<b>Executive Council District 3</b>	<b>January</b>	<b>February</b>
<b>Area Title</b>	<b>2021</b>	<b>2021</b>
Atkinson town, NH	4.1%	3.1%
Brentwood town, NH	3.0%	2.4%
Chester town, NH	3.5%	3.2%
Danville town, NH	4.3%	3.9%
Derry town, NH	4.5%	3.7%
East Kingston town, NH	3.7%	2.5%
Epping town, NH	4.0%	3.3%
Exeter town, NH	3.8%	3.2%
Fremont town, NH	3.8%	2.9%
Greenland town, NH	3.3%	2.9%
Hampstead town, NH	4.5%	3.6%

Hampton Falls town, NH	3.6%	3.3%
Hampton town, NH	5.0%	4.0%
Kensington town, NH	3.7%	2.9%
Kingston town, NH	4.8%	3.9%
New Castle town, NH	1.5%	1.7%
Newfields town, NH	2.8%	1.3%
Newington town, NH	1.8%	1.8%
Newmarket town, NH	3.3%	2.6%
Newton town, NH	3.8%	3.3%
North Hampton town, NH	3.5%	3.1%
Pelham town, NH	4.8%	4.1%
Plastow town, NH	5.9%	4.9%
Portsmouth city, NH	3.6%	2.7%
Raymond town, NH	4.1%	3.2%
Rye town, NH	2.7%	2.5%
Salem town, NH	4.8%	4.0%
Sandown town, NH	3.4%	2.9%
Seabrook town, NH	6.8%	5.4%

South Hampton town, NH	4.2%	4.2%
Stratham town, NH	3.3%	2.8%
Windham town, NH	3.6%	2.8%

Chris Santaniello, DHHS Division of Economic & Housing Stability and Rich Lavers, Deputy Commissioner NH Employment Security, provided a presentation, the culmination of a two year study, on the need to sustain and build capacity for New Hampshire’s child care system which will support workforce growth in New Hampshire and individual job/career growth.

The study, *Constraints on New Hampshire’s Workforce Recovery*, began in 2019, to address and provide policy recommendations for preventing benefit cliffs, which occur when increases in earned income leads to decreases in net benefits or programs, which may potentially disincentivize workforce participation. Parents, in order to work successfully, need to know their children are safe and are in nurturing environments.

Guidance to bolster New Hampshire’s child care sector, as a result of this study, provided recommendations on 14 critical areas that need to be addressed to sustain the industry. From increasing the funding of New Hampshire’s Child Care and Development Fund to increasing state repayment rates for child care centers offering non-traditional hours to meeting the transportation and health insurance needs of staff.

The Department of Health and Human Services (DHHS) provided a status update on emergency boarding for patients, children and adults, in need of psychiatric care. The presenters, Heather Moquin, CEO, Division of 24/7 Care Facilities and Katja Fox, Director of Behavioral Health DHHS, noted that while referrals for adult inpatient care have remained flat, the waitlist has grown during the pandemic (capacity reduced due to COVID). Referrals for children during the pandemic were noted as “unprecedented”, which lengthened the wait time for children in need of inpatient care. The Executive Council was informed of measures taken to improve access to inpatient services along with capital and workforce investments in progress.

## CONFIRMATIONS

Advisory Council on Worker’s Compensation  
Board of Accountancy

**Board of Home Inspectors**

Board of Nursing

Occupational Therapy Governing Board

**New Hampshire Motor Vehicle Industry Board**

Volunteer New Hampshire Board of Directors

Marian Mitchell, Hooksett

Charles R. Powell, Warner

**Gregory D. Davis, Newmarket**

Joseph M. Griffin, Goffstown

Matthew Kitsis, Bow

Traci Johnson, Nashua

**Donald R. Brabant, Portsmouth**

Colby R. Chaput, Concord

Connor Jennings, Manchester

Gregory S. Stephens, Manchester

## **NOMINATIONS**

**Assistant Commissioner, Department of Corrections**  
**Board of Licensed Dietitians**  
**Cannon Mountain Advisory Commission**

**Education and Training Officer, Department of Administrative Services**  
**Justice, Circuit Court**  
**Public Utilities Commission**  
**Nash Stream Forest Citizens Committee**  
**Oil Fund Disbursement Board**  
**Rivers Management Advisory Committee**  
**Speech-Language Pathology Governing Board**  
**Waste Management Council**

**William T. Conway, Concord**  
**Courtney L. Eaton, Merrimack**  
**Frank A. MacConnell, Newport**  
**Terry W. Penner, Carroll**  
**Thaddeus D. Presby, Franconia**  
**Stephen J. Mason Jr., Gilmanton**  
**Beth H. Kissinger, Hopkinton**  
**Daniel C. Goldner, Manchester**  
**Sally Manikian, Shelburne**  
**Dana G. Jones, Conway**  
**Robert M. Roseen, Stratham**  
**Mariellen J. MacKay, Nashua**  
**Steven D. Bullek, Madbury**



## THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936  
111 Portsmouth Avenue  
Exeter, New Hampshire 03833  
(603) 772-7468  
www.exetersportsmansclub.com

March 16, 2021

Exeter Select Board  
C/O Acting Town Manager Melissa Roy  
10 Front Street  
Exeter NH 03833

Subject: **Annual Report to Exeter Select Board for 2020-2021**

Dear Honorable Select Board:

In accordance with the requirements presented in Paragraph 13 of the Lease Agreement between the Town of Exeter and the Exeter Sportsman's Club, Inc. (ESC), please find below our Annual Report for our fiscal year April 01, 2020 thru March 31, 2021.

### Town of Exeter Residency

- General Membership: 27.2% of our members are residents of the town of Exeter NH. This fulfills the requirement of our lease that at least 20% of members be residents of Exeter.
- Board of Directors: Of our 15 Board of Directors, 5 are residents of the town of Exeter NH. This fulfills the requirement of our lease that at least 2 members of our Board of Directors be residents of Exeter.

### Activities of Civic Benefit

Unfortunately due to the Covid 19 pandemic the fishing derby was cancelled. We wanted to keep a safe environment for our members and guests who would have attended.

### Safety & Firearms Training

Again, unfortunately due to the Covid 19 pandemic the safety & firearms training portion was cancelled.



## THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936  
111 Portsmouth Avenue  
Exeter, New Hampshire 03833  
(603) 772-7468  
www.exetersportsmansclub.com

### Youth Programs

- All youth programs were cancelled this past year due to Covid 19.

ESC continued to provide free membership to members of the armed forces who are on active duty. Some members of the United State Coast Guard (USCG) continue to use the range to hone their shooting skills.

ESC has expanded our new member orientation to two full hours with special emphasis on new members being "range safe". All new members are interviewed to determine their shooting experience and those judged to be lacking are assigned a mentor to improve their safety skills.

All new members are required to have a background check by the New Hampshire State Police or be a holder of a valid NH concealed carry permit which results in the same background check being performed when the permit was issued.

ESC continues to provide complimentary shooting rights, at any time during range operating hours, to all members of the Exeter and Stratham Police Departments so they can sharpen their shooting skills and qualify, whenever they feel it is necessary. This is in addition to the time required under the provisions of the current lease agreement for the Exeter Police Department. The Exeter Police Department regularly utilizes our range for qualifications of their members. The EPD and SPD enjoy the use of our facility and the fact that there aren't many ranges left to utilize and hone their skills.

The ESC strives to exceed in safety/education requirements in order to prevent injuries to our members and guests while participating in this great sport which is enjoyed by many Exeter residents whom are members and their guests.

If you have any questions regarding this report please feel free to contact me directly.

Timothy D. Copeland  
President Exeter Sportsman's Club  
603-580-1998 home

Cc: Melissa Roy, Mroy@exeternh.gov

Established March 23, 1878    Oldest Trap Shooting Club in the USA    Affiliated with the NRA and GO-NH





# Memo

Date: April 14, 2021  
To: Department Heads  
From: Russ Dean, Town Manager  
Re: 2022 – 2027 CIP

The schedule for submitting projects is:

Wednesday, April 14, 2021 - Town Manager directive issued.

Week of May 17-21, 2021 – Department Head check in with Town Manager and Town Planner to discuss potential projects. Town Planner will coordinate check ins.

Friday, June 18, 2021 - Deadline for submittals to Town Planner Dave Sharples.

July, 2021 - Town Manager and Planner to meet individually with Department Heads with follow-up meetings as necessary.

On or before July 30, 2021 - CIP submitted by Town Manager/Planner to Planning Board for their consideration at their August 12<sup>th</sup> meeting.

On or before September 30, 2021 - Town Manager submittal to the Select Board

## **Instructions:**

The CIP data forms are electronically constructed and electronically managed.

Each Department Head is responsible for filling out the material on this sheet. There is one sheet for each capital request. As you can see, there is a section for a photo to be inserted in the document to better understand the need and nature of the CIP request item.

Each department will find a file on the Server path: [\\Front01\cip](#). You simply enter your data at your convenience and save it to the server. Last year's CIP items are in the folder titled "2022" for updating. Please delete any files that are no longer needed such as prior items that received funding or are being removed.

It is also important that you obtain written estimates for requests or supply other documentation to validate the project's total cost.

Please contact me with any questions.

Thank you.

Seacoast Economic Development Stakeholders  
c/o James Burdin, AICP  
Strafford Regional Planning Commission  
150 Wakefield Street, Suite 12  
Rochester, NH 03867

April 20, 2021

Chairman Daniels and Honorable Members of the Senate Finance Committee  
New Hampshire State House Senate Chamber  
107 North Main Street  
Concord, NH 03303

Dear Chairman Daniels and Honorable Members:

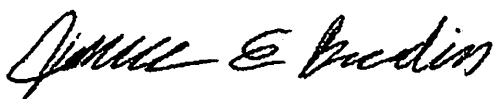
I am writing on behalf of the Seacoast Economic Development Stakeholders to express our concern at the proposed budget reduction for the NH Small Business Development Center (SBDC) line item under the Department of Business and Economic Affairs' (BEA) budget. While we are grateful that the House of Representatives restored some funding for SBDC in their approved budget, we feel that any reduction below the current annual funding amount of \$440,000 will have significant negative impacts on our businesses.

As you are aware, SBDC uses all state funds to match federal grants from the US Small Business Administration; the State of New Hampshire's annual funding of \$440,000 leverages a further \$880,000 in federal funds. We are very concerned that no other organization could fill this funding gap, and that we would therefore see a massive reduction, if not complete elimination, of SBDC's services in the next biennium.

We are particularly reliant upon SBDC for their free business counseling services for our region's businesses. SBDC's services are confidential, professional, and offer in-depth counseling based on each business's unique needs. While many of us have expertise in marketing, economic analysis, or assisting with business relocation, we lack the capacity and knowledge base to advise individual businesses about their operations. Moreover, as representatives of the municipalities, lending institutions, or other organizations that we serve, we lack the legal authority to provide financial, legal, or operations advice to private businesses.

Over the past year many of our organizations have referred businesses to SBDC on a weekly basis for everything from interpreting state reopening guidance to accessing federal relief programs and managing their cashflow to continue to meet their financial obligations. SBDC assistance has directly supported hundreds of small businesses in our region alone, and their ongoing support will be an essential resource for these businesses, many of whom do not expect to fully recover until at least 2022 or 2023.

Sincerely,



James E. Burdin, AICP  
Strafford Regional Planning Commission  
On behalf of the Seacoast Economic Development Stakeholders  
Co-signed:

**Laurel Adams**  
President  
Regional Economic Development  
Center

**Daniel Barufaldi**  
Economic Development Director  
City of Dover

**Jennifer Czysz, AICP**  
Executive Director  
Strafford Regional Planning  
Commission

**Dennis McCann**  
Executive Director  
Strafford Economic Development  
Corporation

**Emmett Soldati**  
Teatotaler  
Somersworth

**Reid Amy**  
Deputy Director of Economic  
Development  
City of Dover

**Nancy Carner**  
Economic Development Manager  
City of Portsmouth

**Margaret Joyce**  
President  
Greater Dover Chamber of  
Commerce

**Valerie T. Rochon**  
President  
The Chamber Collaborative of  
Greater Portsmouth

**Christine Soutter**  
Economic Development Director  
Town of Durham

**Darren Winham**  
Economic Development Director  
Town of Exeter

**Karen Anderson**  
Economic Development  
Coordinator  
Town of Newington

**Robin Comstock**  
Economic Development Manager  
City of Somersworth

**Ute Luxem**  
Profile Bank  
Somersworth

**Michael Scala**  
Director of Economic  
Development  
City of Rochester

**Jennifer Wheeler**  
President  
Exeter Area Chamber of  
Commerce



Pam McElroy <pmcelroy@exeternh.gov>

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## Food trucks

1 message

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Enna Grazier <enna\_grazier@yahoo.com>

Sat, Apr 17, 2021 at 4:36 PM

To: Molly Cowan <molly.cowannh@gmail.com>, Niko Papakonstantis <NPapakonstantis@exeternh.gov>, Julie Gilman <jgilman@exeternh.gov>  
Cc: dbrowne@exeternh.gov, Pam McElroy <pmcelroy@exeternh.gov>, lovey.oliff@gmail.com, Darren Winham <dwinham@exeternh.gov>

cc sent to Darren Winham as well.

Dear Members of the Exeter Select-board:

I was a bit ambivalent when I initially heard about the debate around allowing food trucks in Exeter. I respect and share some concerns that have been raised about food trucks: permitting that may have ill-defined limitations, concerns about competition to other businesses, and about attractiveness and safety issues related to truck siting.

Now that I've had more time to think about these issues I feel strongly that the supporting the vitality of all businesses in our region INCLUDING food trucks is of utmost importance; ultimately our town will be well served to develop a permit structure that allows for food truck(s) downtown. I advocate strongly to allow for food truck parking (with different or more limitations than what currently exist) in a highly visible location(s) downtown.

In no particular order, here are my concerns and thoughts:

1. A food truck can be an 'incubator' location for a new or growing business. I've observed this incubator type of development in food trucks in the Boston area, but also in our local region. I believe it is important to develop policy that supports growth of businesses that may be starting up or planning continuous operation with a mobile food business.
2. They bring foot traffic to nearby businesses. My opinion is that this outweighs potential competition to other businesses.
3. They add cultural / diverse food options and experiences to the area.
4. Putting food trucks in a low-visibility location such as the parking lot behind the town offices is counteractive to supporting business growth. It will hinder access to a business that may otherwise thrive.
5. Commercial rent is astronomical, and from experience I can say that growing a business from a bootstrap in this region is not possible without either significant funding or a way to develop and maintain a customer base without paying high rent overhead.
6. Competition is going to happen. I've always believed that commonality breeds more cross-pollination than it does loss of revenue. I think this is applicable in small and large towns alike.

I would be happy to be part of the constructive conversation our town is engaging in around this issue. I believe there is a way to facilitate positive business growth in a way that allows for a business to develop and thrive with a food-truck business model in our community. With the right permit structure, these businesses can be both fiscally successful AND contribute to the economic vitality of the community.

Thank you,

Enna Grazier



Russ Dean &lt;rdean@exeternh.gov&gt;

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**Elliott's email**

1 message

**Darren Winham** <dwinham@exeternh.gov>

Thu, Apr 22, 2021 at 1:25 PM

To: Niko Papakonstantis <npapakonstantis@exeternh.gov>, Molly Cowan <mcowan@exeternh.gov>, Daryl Browne <dbrowne@exeternh.gov>, Lovey Oliff <loliff@exeternh.gov>, Julie Gilman <julie.gilman@leg.state.nh.us>, Russ Dean <rdean@exeternh.gov>

Good Afternoon:

Elliott Berkowitz wanted this email to get to all of you. Russ, please add it to the packet. To wit:

Dear Darren,

I am a long time resident and business owner in Exeter. My office also happens to overlook the intersection of Water Street and Front Street.....giving me a birds eye view of the daily activity. After years of observing, I believe this must be the busiest intersection in Exeter that does not have a traffic light. With our dire downtown parking situation, I am surprised that there are not even more traffic accidents in this specific area. It is overcrowded all the time and in particular on weekends with people trying to park and then back out into the road to depart .

It is dangerous to have any transportable business in this area and defies common sense to allow one in the same location where people are actually allowed to park, drive , walk and stand amidst moving traffic. Any trucks considered by the town should not be located in an intersection but should be restricted to very stringent requirements such as those that the Farmer's Market follows with limitations on location and time of operation.

Of equal importance is support of our local businesses who make our downtown what it is today. Since the Pandemic, retail stores, restaurants, coffee shops, and others have been severely impacted and are only now beginning to see light at the end of the tunnel. Their income has been significantly hurt by the situation and many are struggling to stay afloat until times improve. I speak often with local fellow business owners and my own retail tenants and know first hand that their businesses are over 50% lower than pre-covid and that without the support of our town management and citizens some will not be able to remain open.. These people have all invested many thousands of dollars in Exeter and have worked incredibly hard to remain part of this community. Anything done that is adverse to business in the downtown is truly a slap in the face to those who have served us for so long.

This issue must remain outside of politics. It has nothing to do with which truck it might be or who the owner is. This is a traffic safety issue and an economic business issue. If trucks are allowed, be it cupcakes, smoothies, pizza or whatever, a local merchant who pays rent and taxes will have a competitor with an unfair advantage and at this point in time with our economy vulnerable and our business owners in dire straits, this is grossly unfair.

Exeter is a wonderful, inviting town to all who come here. Our downtown is ideal for walking, shopping and seeing our neighbors. Even in the age of Amazon, Exeter stands out and has become a very popular destination for many . You only need to look closely at the many for rent signs in the commercial areas of Portsmouth, Hampton, No. Hampton and beyond. There is not yet even one for rent sign in downtown Exeter because your local landlords have worked hard to consciously select the right mix of retail and restaurants to prevent overlap of services and turnover. By choosing with great care, we can ensure there will be enough business for all . Many of my own retail and restaurant tenants have been in Exeter for nearly 20 years and everyone of them will tell you that the last 15 months have been the most difficult ever.

If The Town of Exeter decides to water down the businesses of it's shops and restaurants by allowing any type of movable trucks into the downtown shopping area, the door will be open for a multitude of new issues that we do not need to face as we try to pull ourselves out of this economic disaster . Every town has a tipping point. In 2019 when the Town reassessed commercial properties, my collective property taxes increased nearly \$30000, and with my tenants on long term fixed leases, I was left to absorb this. Heating costs, electric costs and maintenance increase every year, making building ownership much more vulnerable. In Portsmouth, shops turnover like some people change underwear because landlords must continually increase rent. Our town manager, our business people and our residents need to work together to insure the long term sustainability and desirability of this beautiful community. Otherwise, we could be the next Portsmouth -and I for one do not want to see that happen.

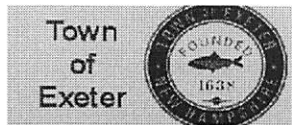
Sincerely,

Elliott Berkowitz

Thanks,

Darren Winham  
Economic Development Director  
Exeter, NH  
603.773.6122 cell  
dwinham@exeternh.gov





Russ Dean &lt;rdean@exeternh.gov&gt;

---

**Fwd: Food Trucks**

1 message

**Darren Winham** <dwinham@exeternh.gov>

Thu, Apr 22, 2021 at 5:14 PM

To: Niko Papakonstantis <npapakonstantis@exeternh.gov>, Molly Cowan <mcowan@exeternh.gov>, Daryl Browne <dbrowne@exeternh.gov>, Lovey Oliff <loliff@exeternh.gov>, Julie Gilman <julie.gilman@leg.state.nh.us>, Russ Dean <rdean@exeternh.gov>

From Jon Ring (below). Probably should go in the packet as well.

Cheers,

Darren Winham  
Economic Development Director  
Exeter, NH  
603.773.6122 cell  
dwinham@exeternh.gov

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

From: **Ring Jonathan** <jonathanring9@gmail.com>  
Date: Thu, Apr 22, 2021 at 2:54 PM  
Subject: Re: Food Trucks  
To: Darren Winham <dwinham@exeternh.gov>

Honored Select Board, and Darren,

As a resident of Exeter Mills, I prefer that "out-of-town" Food Truck vendors not be permitted to operate on our streets. Our local favorite food businesses - St. Anthony's Bakery, Stillwells, Vivo e Vino, Czars Brewery, Fly By Cafe, D2, Donut Love, Capital Thai, Me & Ollie's, OBA Noodle, Szechuan Taste, Green Bean, Laney & Lu, Blue Moon, Cornicello, and Sea Dog - have been extremely hard-pressed, especially during these past 14 Covid months. Many of these businesses contribute generously to numerous charity causes in Town, and support our Chamber of Commerce. Most have a hard-won proven track record here.

It seems unfair to me to allow out-of-town trucks to compete with our local brick and mortar establishments. Why should out-of-towners be allowed entry to harm our long-running and loyal friends? Why should they "steal" business from our favorite locals?

That said, I have no objection to Clyde's Cupcakes Truck, as he is a local business operation. He is already "one of us."

I am sympathetic to the complex issue of not refusing others. Reluctantly, I support the idea of the Town House Common Parking Lot for these Truck Vendors. But, perhaps their "Rent / Permit Fee" should be comparable to the monthly / annual rent paid by these other downtown operations to allow the field to be more just. Many of our businesses also pay Property Taxes on their space, and unfair competition is unjust. Perhaps they could be limited to maximum 6 hours per day.

I feel the same about our Lincoln Street food businesses, who are struggling these days, and Food Trucks there would pose a similar problem in my thought. Perhaps Town House Common is the best solution, provided that the Fee Rent could even the playing field with our brick and mortar friends.

I thank you very much for your service to our community. We appreciate your attention to this and many other difficult matters on our behalf.

Jonathan S. Ring  
24 String Bridge, Apt. S2, Exeter



# State of New Hampshire Department of Revenue Administration

109 Pleasant Street  
PO Box 487, Concord, NH 03302-0487  
Telephone (603) 230-5000  
www.revenue.nh.gov



Lindsey M. Stepp  
Commissioner

Carolyn J. Lear  
Assistant Commissioner

MUNICIPAL & PROPERTY  
DIVISION  
James P. Gerry  
Director

Samuel T. Greene  
Assistant Director

April 21, 2021

TOWN OF EXETER  
OFFICE OF SELECTMEN  
10 FRONT STREET  
EXETER, NH 03833

Dear Selectmen/Assessing Officials,

This is your official notification of the 2020 Total Equalized Valuations. We used your municipality's weighted mean ratio to calculate these valuations.

We calculated two equalized figures for your municipality. The "Total Equalized Valuation Including Utilities and Railroads" is used for your portion of the county tax and your portion of any cooperative school district taxes. The "Total Equalized Valuation Not Including Utilities and Railroad" is used to calculate your portion of the state education property tax. We adjusted your modified assessed valuation as reported on your 2020 MS-1 to bring the valuation to fair market value.

Town Name: Exeter	Including Utility Valuation and Railroad Monies Reimbursement	Not Including Utility Valuation and Railroad Monies Reimbursement
2020 Modified Local Assessed Valuation	\$2,280,209,028	\$2,231,258,928
+ D.R.A. Inventory Adjustment	\$355,855,110	\$348,215,500
= 2020 Equalized Assessed Valuation	\$2,636,064,138	\$2,579,474,428
+ Equalized Payment in Lieu of Taxes	\$2,050,383	\$2,050,383
+ Equalized Railroad Tax	\$40,889	\$0
<b>= 2020 Total Equalized Valuation</b>	<b>\$2,638,155,410</b>	<b>\$2,581,524,811</b>
2020 Equalized Assessed Valuation	\$2,636,064,138	
+ Adjustment RSA 31-A (Shared Revenues)	\$0	
<b>= Base Valuation for Debt Limits</b>	<b>\$2,636,064,138</b>	

You have the right to appeal these valuations to the N.H. Board of Tax and Land Appeals within 30 days of the date of this letter. Call our office to discuss any concerns or questions you may have at (603) 230-5950. We will continue working with you to resolve any issues but please be advised that the appeal period will not be extended.

We have enclosed informational sheets that show how each of the figures were calculated.

Sincerely,

Linda C. Kennedy, Manager  
Equalization Bureau

*Town Manager's Office*

APR 23 2021

*Received*



**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
2020 EQUALIZATION INFORMATION SHEET**

This informational sheet has been provided to explain and summarize the information contained in each municipality's notification of "Total Equalized Valuations," the appeal process, Assessing Standards Board, etc.

The following is a brief explanation of how each municipality's "Total Equalized Valuations" were calculated:

**MODIFIED ASSESSED VALUATION:** It may be helpful to refer to page 2 of the MS-1 report provided by your municipality to the Department of Revenue Administration in the fall of 2020.

**"GROSS LOCAL ASSESSED VALUATION"** - Sum of all assessed values in the municipality

- Certain Disabled Veteran's: RSA 72:36-a
- Improvements to Assist Persons who are Deaf: RSA 72:38-b V
- Improvements to Assist Persons with Disabilities Exemption: RSA 72:37-a
- School Dining/Dormitory/Kitchen Exemption: RSA 72:23 IV (\$150,000 max per exemption)
- Water & Air Pollution Control Exemption: RSA 72:12-a

= **"MODIFIED ASSESSED VALUATION"**

- Blind Exemption: RSA 72:37
- Elderly Exemption: RSA 72:39-a & b
- Deaf Exemption: RSA 72:38-b
- Disabled Exemption: RSA 72:37-b
- Wood-Heating Energy System Exemption: RSA 72:70
- Solar Energy System Exemption: RSA 72:62
- Wind Powered Energy System Exemption: RSA 72:66
- Electric Energy Storage Systems: RSA 72:85
- Additional School Dining/Dormitory/Kitchen Exemption: RSA 72:23 IV (exemption amount > \$150,000).

= **"NET LOCAL ASSESSED VALUATION"** - The municipal, county, and local school tax rates are computed using the net local assessed valuation.

**TAX INCREMENT FINANCE DISTRICTS (TIFS):** RSA 162-K:10 III - The retained captured assessed value is added to the modified assessed value and will be equalized for all TIF districts created after 4/29/99. The original assessed value is used to set a municipality's tax rates.

**DRA INVENTORY ADJUSTMENT:** The sum of the adjustments of the modified local assessed valuation is divided into three categories.

Category 1: The total modified local assessed value of land (excluding land in current use, conservation restriction assessment, discretionary easements, and utilities), buildings and manufactured housing is equalized by the 2020 equalization ratio. This category includes discretionary preservation easements, taxation of farm structures and land under farm structures. The difference between the modified local assessed valuation of land, buildings and manufactured housing and the equalized value equals the DRA adjustment for land, buildings, and manufactured housing.

Category 2: An adjustment for land assessed at current use, conservation restriction assessment, and discretionary easement values is made. This adjustment is calculated by dividing the total net local assessed valuation for land in these two categories by the 2019 equalization ratio to obtain the equalized value of current use, conservation restriction assessments and discretionary easements. If a municipality has had a full revaluation, cyclical revaluation or statistical update as defined by Rev 601.16, 601.24 or 601.40, a ratio of 100.0 is used.



The difference between the local assessed value of the land and the equalized value equals the DRA adjustment for current use, conservation restriction assessments and discretionary easements.

Category 3: The total modified local assessed value of public utilities, as defined by RSA 83-F is equalized by the 2020 equalization ratio. The value of public utilities is not added into the “Total Equalized Value Not Including Utility Value or Equalized Railroad Taxes.”

**EQUALIZED ASSESSED VALUATION:** The sum of the “modified local assessed valuation” plus the inventory adjustment. The equalized assessed valuation represents the equalized value of all “taxable” properties in a municipality.

**PAYMENT IN LIEU OF TAXES:** The equalized value for payments received in lieu of taxes includes State & Federal Forest Land Reimbursements, Recreation Land Reimbursements, Flood Land Reimbursements, and others.

**RAILROAD TAX:** The equalized value for monies received from the railroad tax. This figure is not included in the “Total Equalized Valuation Not Including Utility Values and Equalized Railroad Taxes.”

**TOTAL EQUALIZED VALUATIONS INCLUDING UTILITY VALUE AND EQUALIZED RAILROAD TAXES:** The sum of the equalized assessed valuation, the equalized value of payments in lieu of taxes and the equalized value of the railroad tax monies.

The Total Equalized Valuation including the value of utilities and equalized value of railroad monies reimbursed to municipalities represents the equalized value of all property in a municipality including utilities and will be used to:

- Apportion county taxes for the 2021 tax year;
- Calculate state reimbursements, and;
- Apportion cooperative school taxes for the 2021 tax year;

**TOTAL EQUALIZED VALUATIONS NOT INCLUDING UTILITY VALUE AND EQUALIZED RAILROAD TAXES:** The sum of the equalized assessed valuation and the equalized value of payments in lieu of taxes.

The 2020 “total equalized valuation not including utility and equalized value of railroad monies reimbursed to municipalities” will be used to apportion the state education property tax for the tax year 2022. The 2019 total equalized valuation not including utilities and the value of railroad monies reimbursed to municipalities will be used to apportion the state education property tax for the tax year 2021.

**ADJUSTMENT RSA 31-A SHARED REVENUES:** The equalized value of monies received from the shared revenues distributed pursuant to RSA 31-A. These values are **NOT** part of the “Total Equalized Valuation” of a municipality (*RSA 21-J:3 XIII change eff. 2002*). Meals and Rooms Tax revenues distributed to municipalities pursuant to RSA 78-A:26 are not equalized and, therefore, are not included in this amount. *RSA 31-A has been suspended for the biennium ending June 30, 2021 as provided by Chapter Law, 2017, 156:86) Therefore, no monies were equalized.*

**BASE VALUATION FOR DEBT LIMITS - RSA 33:4-b:** The sum of the equalized assessed valuation plus the equalized valuation of the shared revenues. The base valuation for debt limits is used to determine a municipality’s, school district, or village district’s bonding capacity. This figure is provided to municipalities, banks, bonding companies, and other interested parties who request a “Base Valuation for Debt Limit Certificate.”

**TOTAL EQUALIZED VALUATION:** The total equalized valuation for each municipality does not include the equalized value of monies received from shared revenues. The base valuation for debt limit, however, does include the equalized value of monies received from shared revenues.

**% PROPORTION TO COUNTY TAX:** The percentage of proportion to \$1,000 of tax that is to be allocated to each town within the county comparing each municipality’s total equalized value to the total equalized value of the county.

**% PROPORTION TO STATE TAX:** The percentage of proportion to \$1,000 of tax that is to be allocated to each town within the state by comparing the town’s total equalized value to the total equalized value of the state.



**LOCAL TAX RATE:** The actual tax rate as calculated by the Department of Revenue Administration, Municipal and Property Division. The tax rate includes the municipal, county, local school and state education property tax rates.

**EQUALIZATION RATIO:** The 2020 equalization ratio as determined by a ratio study conducted by the Department of Revenue Administration's equalization staff. As a rule, the municipality's weighted mean ratio point estimate calculated to a tenth of 1% will be used to adjust the municipality's modified local assessed valuation.

If there were insufficient sales and/or it is determined that the weighted mean does not accurately reflect the level of assessment in a municipality, another ratio may be used.

**FULL VALUE TAX RATE:** The 2020 gross local property taxes to be raised as reported by the Department of Revenue Administration, Municipal & Property Division, divided by the total equalized valuation including utility values and equalized railroad taxes. This figure represents the estimated tax rate for a municipality if all the taxable property was assessed at 100% and includes the equalized value of properties for which a payment in lieu of property taxes is made.

### **APPEAL OF TOTAL EQUALIZED VALUATION**

Municipalities were sent their 2020 Notification of Total Equalized Valuations on **April 21, 2021**.

Per RSA 71-B:5, II, any municipality aggrieved by the total equalized valuation as determined by the DRA must appeal to the Board of Tax and Land Appeals in writing **within 30 days of the town's notification** of the municipality's total equalized valuation.

The appeal period is not extended due to any communication, either verbal or written, between the DRA and a municipality regarding the total equalized valuation.

### **ASSESSING STANDARDS BOARD – RSA 21-J:14-a**

The duties of the Assessing Standards Board (ASB) included:

- Review the procedures of the prior year's ratio studies conducted by the Department of Revenue Administration;
- Establish procedures for improving the ratio studies for the forthcoming property tax year;
- Develop standards for equalization; and
- Review, revise and approve the equalization manual published by the Department of Revenue Administration.

### **MUNICIPAL & PROPERTY DIVISION MONITORING STAFF**

The Municipal & Property Division staff plays an active role working with towns on their ratio studies. Some of the services they provide include:

- Training municipal officials to data enter the assessment information electronically;
- Reviewing the sales information with municipalities prior to the ratio setting process; and
- Explaining the meaning and significance of the statistics resulting from the ratio study process.

### **“STATEWIDE EDUCATION PROPERTY TAX” WARRANT - RSA 76:8**

Each municipality was sent a “statewide enhanced education tax” warrant for the tax year 2021 before December 15, 2020. The new 2020 total equalized valuation figures do not affect the warrant amounts because they were calculated using the 2019 total equalized values without utilities.



**DRA WEBSITE** - <http://www.nh.gov/revenue> Subcategories: NH Icon, Municipal & Property Division, Equalization, and choose Tax Year

The following items are available on the DRA website:

- Assessment Report - exemptions & tax credits for each municipality
- Blind Exemption Report
- Coefficient of Dispersion (COD) List
- Comparison of Full Value Tax Rates
- Current Use Report
- Debt Limit
- Elderly Exemption Report – Taxes Lost
- Equalization Survey including Utilities
- Equalization Survey not including Utilities
- Equalization Manual
- Median Ratio List
- Price Related Differential (PRD) List
- Property and Exclusion Codes
- Equalization Ratio List (Weighted Mean)
- Tables by County
- Veteran’s Tax Credit Report

The 2020 Equalization Survey and associated reports should be completed and placed on the web by June 15, 2021. We invite you to take the opportunity to browse the website. Please let us know if you have any suggestions for documents you would like put on the website.

**THANK YOU**

I would like to take this opportunity to thank you for your cooperation with this year’s equalization study and to invite you to make suggestions or express concerns regarding the equalization process. Questions regarding the equalization process in general or how specific numbers were calculated; please feel free to contact this office at 230-5950.





New Hampshire  
800.626.0622  
www.casanh.org

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NH Women's Foundation &  
Nonprofit Consultant

**Marcia R. Sink**  
PRESIDENT & CEO

April 21, 2021

Town Selectmen  
Town of Exeter  
10 Front St  
Exeter, NH 03833-2792



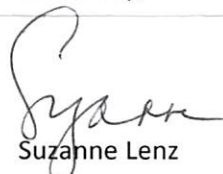
Dear Town Selectmen,

The Town of Exeter's recent \$375.00 gift demonstrates your commitment to child victims of abuse and neglect, and to CASA of NH. Thank you so much for helping us in our efforts to recruit, train, and supervise the hundreds of outstanding volunteers who advocate for child victims in our local and state courts each and every day.

Currently, CASA of NH is providing volunteer Guardians Ad Litem (GAL) for approximately 85% of the State of New Hampshire's child abuse and neglect cases. Your generosity will help us move toward the day when we are able to provide a GAL for close to 100% of these children.

We appreciate the opportunity to work in partnership with the Town of Exeter. Thank you for sharing our vision of a safe and permanent home for every child in New Hampshire.

Gratefully,

  
Suzanne Lenz

Development Director

*Thank you so much!*

*Town Manager's Office*

APR 23 2021

*Received*

No goods or services were provided in exchange for your contribution. Tax ID: 02-0432242.