JOINT OPERATIONS PLAN 2012

This Joint Operations Plan (hereafter, "JOP") for 2012 is entered into by the Town of Hampton, New Hampshire, a municipal corporation, and the State of New Hampshire, Department of Resources and Economic Development (DRED), an executive department of the State, this 27th day of August, 2012. This JOP will remain in effect until December 31, 2012.

Purpose

It is the express intent and purpose of this JOP to provide for an effective working relationship between the Town and the State in carrying out their respective duties that concern the operations and maintenance of State and Town facilities located along the Atlantic Coast in the Town of Hampton.

Intent of JOP

It is the intent of the parties hereto to fashion a working document that will establish a long term relationship. The parties recognize that the framework upon which this working relationship is founded will of necessity need to be elastic in its operations and will require changes in those operations as time passes in order to accomplish the party's respective objectives to provide the highest quality services for the benefit of the Town, the State and its citizens and visitors.

I. Refuse and Recycling Materials

A. Town Responsibilities

The Town will provide and maintain receptacles for the deposit of refuse and recycling materials as shown in Table 1, below.

The Town shall provide for the proper disposal of refuse and recycling materials that it collects under this JOP at its expense at the Town's Solid Waste Transfer Station and Recycling Facility. All materials entering the facility shall be weighed.

The Town will train the State employees who are designated by DRED to bring materials that have been picked up by State employees to the Town's Transfer Station, in the operation of the entrance gate, weigh station operations and

requirements and access to the Station as well as the location therein for disposal of refuse and recycling materials. The Town will provide such DRED employees, once the Town trains them, with personal access codes for admission to the Station after hours. DRED employees shall make every effort to complete their operations as quietly as possible during the nighttime hours so as not to disturb the adjacent neighborhood.

Table 1. REFUSE AND RECYCLING PICK UP SCHEDULE

A. West Side of Ocean Boulevard
So. Junction of Ashworth Avenue and Ocean Boulevard North to Church St.

From/To		Town	DRED
April 1st	Weekday	As needed	As needed
Memorial Day	Weekend	None	As needed
Memorial Day	Weekday	5am to 1 pm	3 pm to 10 pm
Seafood Festival	Weekend	5am to 1 pm	3 pm to 10 pm
Seafood Festival	Weekday	As needed if out	No obligation
April 1st	Weekend	As needed if out	No obligation

B. East Side of Ocean Boulevard
Haverhill Street to High Street

From/To		Town	DRED
April 1st	Weekday	No obligation	As needed
Memorial Day	Weekend	No obligation	As needed
Memorial Day	Weekday	No obligation	As needed to midnight
Seafood Festival	Weekend	No obligation	As needed to midnight
Seafood Festival	Weekday	No obligation	As needed if out
April 1st	Weekend	No obligation	As needed if out

B. DRED Responsibilities

DRED will provide and maintain refuse and recycling receptacles as shown in Table 1.

Disposal of Refuse and Recycling Materials

DRED may utilize the Town's Solid Waste Transfer Station and Recycling Facility for the disposal of materials collected under this JOP. All materials brought to such Facility by the State must be weighed regardless of the time of entrance into the facility.

DRED shall designate to the Town which State Employees shall be involved in bringing materials to the Transfer Station so that the Town may carry out its training of those DRED employees in the operation of the entrance gate, weigh station operations and requirements and access, as well as the designated locations for disposal of refuse and recycling materials at the Transfer Station. DRED will insure that all DRED employees entering the Transfer Station complete an activities log including date and time of entry, weight of materials, and employee(s) name. This log will be submitted to the Town Department of Public Works at the end of each month.

No materials from outside the corporate boundaries of the Town of Hampton shall be brought to or placed in the Transfer Station or Recycling Facility by DRED employees or its contractors or subcontractors. Any penalties for such prohibited placement shall be in accordance with Town Ordinances, and the DRED shall pay the Town the penalties prescribed by the Town Ordinances and imposed by the Town should such placement occur.

The Town will charge DRED the Town's established billing rate for the disposal or placement of materials at the Transfer Station Facility and for the transportation from the Facility to its disposal site. Such fees may be changed by the Board of Selectmen in accordance with law at any time. The following procedures shall be used for invoices billed to DRED:

a. To enable effective budgeting and cost controls, the Town will provide DRED with monthly invoices and related receipts of DRED's delivery of refuse and recycling materials, including the transaction number, date, time, weight of materials (lbs.), description of materials, and any other information that will enable DRED to correlate the refuse and recycling delivered by DRED to the Town's Transfer Station and the invoices billed to

DRED for disposal. Receipts shall be sent to the Seacoast Parks Regional Office, 505 Ocean Boulevard, Rye, NH 03870.

b. The Town will not charge DRED for the refuse and recycling materials picked up and delivered by DRED from the west side of Ocean Boulevard. As such, prior to invoicing DRED the Town shall credit DRED an agreed on percentage from the total invoiced fees to compensate DRED for that portion of the refuse and recycling collected by DRED on the Town's behalf from the west side of Ocean Boulevard or DRED may opt to collect the refuse and recycling from the west side of Ocean Boulevard separately from refuse and recycling on the east side and once identified and verified DRED will not be billed by the Town for that collection from the west side of Ocean Boulevard..

c. DRED shall pay such invoices within 30-days of receipt and verification of invoice.

d. The Town will provide DRED with different colored bags to be used for trash collected on the west side of Ocean Boulevard.

II. Beach Raking

A. DRED Responsibilities

DRED rakes its beach on a daily basis. Rakings may be taken by designated DRED employees or contractors to the Town's Solid Waste Transfer Station and Disposal Facility during hours when the Facility is open and placed by those DRED employees or contractors in a location therein that has been previously designated by the Town as an outdoor disposal storage location. The raked material shall be weighted for the purpose of completing the NHDES annual report, and shall be kept separate from all other beach raking materials brought in by other parties. The DRED shall pay the Town's costs that the Town incurs in connection with the separation of materials from the sand generated from the beach raking performed by the DRED as well as the costs incurred by the Town in disposing of such materials. Those costs include any Town labor costs, including benefits, associated with such separation and disposal. DRED agrees to discuss and explore alternatives to the Town's separation and disposal of beach rakings.

DRED shall clean the Town-owned beachfront property from Haverhill Avenue to Epping Avenue, known as the "White's Island" neighborhood, at no cost to the Town during DRED's regularly scheduled beach cleaning operations. This benefit to the Town does not encumber or obligate DRED to perform this operation, not to do so outside DRED's regularly scheduled beach cleaning operations for the State Park. Additionally, both parties acknowledge that DRED will not require a credit from the Town for the disposal of typical beach rakings from the White's Island neighborhood beach.

DRED shall permit its beach rake to be utilized by the Town's contractor, at no cost to the Town, for the raking of Town-owned beach, known as "Sun Valley" beach, when the beach rake is not in use by DRED and contingent upon the Town contracting with the same beach cleaning subcontractor as DRED. The Town shall pay any labor costs to accomplish raking of its beach and the cost of the resulting disposal of any refuse or recycling generated by the rakings of the Town Beach. The parties acknowledge that the subcontractor fuels his tractor at the DRED fuel pump located at Hampton Beach State Park-South Beach maintenance facility, and that DRED will not charge the Town for the fuel used by the subcontractor to rake the Town-owned beach.

B. Town Responsibilities

The Town shall allow DRED access through, at no cost to DRED, the Town-owned Bicentennial Park property for the purpose of enabling DRED to enter its North Beach property with DRED's beach cleaning equipment to conduct beach cleaning and for other maintenance equipment. The Town has the right to prohibit all access during the winter or during major storms.

The Town shall make available during the normal business hours of the Transfer Station a site for the separate disposal of beach rakings from State Beaches.

The Town shall annually, after beach raking has stopped for the year, separate the materials from the sand generated by DRED's beach raking, weight the resulting materials, dispose of the resulting materials and charge DRED the Town's costs incurred as a result of the performance for the Town of such separation and disposal. The invoice will include a proper accounting of the Town's costs and

disposal fees. DRED will pay such invoices within 30-days of receipt and verification of invoice.

III. Lobster Trap Disposal

A. Town Responsibilities

The Town shall make available a location for the disposal of lobster traps by DRED State so long as the State Department of Fish and Game continues at least annually to collect the recovered lobster traps. The Town will not charge for the receipt or disposal of damaged lobster traps unless the Town is forced to expend funds for such receipt or disposal in which case the Town will issue billings to the DRED for reimbursement of such funds expended by the Town.

B. DRED Responsibilities

DRED may dispose of damaged lobster traps that wash on to DRED property by bringing them to the Town's Solid Waste and Transfer Facility and depositing them in a designated location or a dumpster provided by NH Fish and Game, without cost provided there is no cost of disposal of the traps by the Town, in which case the Town's obligation to accept the lobster traps is null and void unless DRED agrees to reimburse the Town whenever the Town is forced to expend funds for the receipt or disposal of such traps The Town will issue billings to DRED for reimbursement of such funds expended by the Town.

DRED agrees to contact NH Fish and Game regarding the disposal of lobster traps directly in a Fish and Game dumpster and also agrees to discuss with the Town alternatives to the existing method of lobster trap disposal.

IV. Municipal Sewer Connections and Billings

A. Town Responsibilities

The Town shall provide to the State the ability to connect any of its facilities located in Hampton to the Town's Municipal Sewer System in accordance with the Town's adopted Municipal Sewer Ordinance enacted under RSA 149-I with charges to be paid to the Town by the DRED in accordance with the aforesaid Town Ordinance and the Town's sewer billing rate.

B. DRED Responsibilities

In exchange for such sewer connections as are provided to DRED by the Town, DRED shall provide to the Town, or authorize the Town to receive, water meter readings for water usages at State-owned facilities so connected to the Town's Municipal Sewer System. Such meter readings will be used by the Town as the basis to bill the State for sewer usage. If a State facility located in Hampton is not connected to a public water system of a public or private utility but is instead connected to a DRED owned water system or well, then DRED shall install a water meter on such system or well and will provide access to the meter to the Town for meter reading purposes and/or will provide meter readings to the Town as requested by the Town for billing purposes.

DRED shall apply for the necessary permits under Town Ordinances for any new connections to the Town owned Municipal Sewer System and shall pay any fees required to obtain such permits including those charged by the Department of Environmental Services and/or the US EPA.

DRED shall be responsible to maintain and clean any of its sewer connections from the State facility to the street main and shall keep such connections in good repair. DRED is also responsible for the installation and maintenance of backflow connectors to insure that the municipal sewer does not surcharge into the DRED facilities.

DRED will provide to the Town access to DRED facilities for inspection or to obtain necessary meter readings for billing purposes if such meter readings are not directly available from the water utility. DRED shall pay the municipal sewer billings within 30 days of the issuance of such bills or be subject to 1 1/2% interest per month on any unpaid balance from the date of the original billing until payment is made by the DRED to the Town. If billings by the Town to DRED are overdue for more than 3 months the Town shall have the right to shutoff service to DRED facilities involved in the unpaid billings.

V. Life Guards

A. Town Responsibility

The Town shall provide lifeguards at its expense for Town owned beaches, excluding the White Island neighborhood beach, to the extent that individuals are available to be employed for that purpose.

The Town will permit, but not obligate, DRED to provide DRED-employed lifeguards, at no cost to the Town, during DRED's regular work schedule for lifeguards, at the Town-owned "White Island neighborhood" beachfront property where there are two DRED-owned lifeguard stations.

The Town shall permit DRED to use the Town-owned pier in Hampton Harbor to allow docking of the lifeguard jet skis during DRED's regular lifeguard operating season. DRED shall pay to the Town its proportional share on the operating expenses for the municipal pier based upon dock space used by the DRED and shall reimburse the Town for repairs occasioned by DRED's use of the facility.

B. DRED Responsibility

The State DRED will provide lifeguards at its expense for State owned beaches in Hampton as individuals are available to employ for that purpose. The State shall during storm emergencies that occur during the summer season, keep its lifeguards on duty after their regular hours as long as possible as resources are available to prevent the public from going into the water as they would during regular hours.

C. Joint State-Town Responsibility

DRED and the Town of Hampton Recreation Department will work together in perfecting lifeguard programs and offer assistance to each other in the hiring and training of lifeguards to work at the DRED and Town beaches in Hampton.

VI. Police Patrols on Hampton Beach

DRED will continue to permit the Town of Hampton Police Department to utilize motorized patrol vehicles on Hampton Beach and within the Hampton Beach State Park. The Town shall not charge the DRED for the Town's cost of these patrols. Without charge to the Town, DRED personnel shall provide any

requested assistance to police personnel in the discharge of their official duties. This provision does not limit or restrict any enforcement or future agreements between the State of New Hampshire and the Town of Hampton regarding the acceptance or agreements permitted by State laws regarding police patrols and procedures at Hampton Beach.

VII. Video Surveillance of Ocean Boulevard, Hampton Beach and Hampton State Park

A. DRED Responsibilities

As may be allowed by law, DRED shall provide at its expense and at no cost to the Town access to all video feeds from video surveillance equipment installed by DRED at Hampton State Park for use by authorized law enforcement personnel excepting any video monitoring the interior of Park facilities. Installation of the video surveillance equipment shall be done in consultation with the Town to promote public safety on Ocean Boulevard, Hampton, Beach and Hampton Beach State Park.

VIII. Use of State Facilities by Hampton Fire and Police

A. DRED Responsibility

DRED shall provide designated parking at no charge to Town of Hampton for Fire and Police personnel when such personnel are on official business at Hampton Beach and Hampton Beach State Park.

DRED shall, at no cost to the Town, provide interior spaces within DRED facilities for emergency operations by the Police and Fire Departments when that need arises. Under separate agreement, DRED shall also provide a location for use of police and fire radio transmitters and receivers on or within the main building or other complex buildings at an elevation sufficient for proper operation of such transmitters and receivers provided:

a. Such transmitters and receivers do not interfere with the two existing cameras and the DRED's radio transmitters and receivers used for park operations; and

b. Such receivers and transmitters, at the determination of DRED, do not unduly affect the appearance or structural integrity of the building.

IX. Fireworks Displays

A. DRED Responsibilities

If DRED issues permits for the display of fireworks on DRED property it is understood that Town of Hampton Fire and Police personnel will be required to be present and such personnel may restrict access in order to maintain an area of safety around the fireworks display area. DRED will permit such activities at no cost to the Town and will make available property, parking and facilities that enable the Fire and Police Departments to carry out these safety sensitive functions for the safety of the public. DRED shall notify the Town of Hampton Police and Fire Departments of any permits for such displays that it has issued and shall provide such notification at least 10 days in advance of the event. It is understood that the parties to whom the permits are issued by or for DRED will have to pay the Town for such Fire and Police details as are required by the Town to be present for the display.

X. Parking for DRED Employees

A. Town Responsibilities

Upon application by DRED to the Town, the Hampton Board of Selectmen shall make available to DRED Employees 10 spaces in the Church Lot. DRED employees utilizing such parking may do so only when on official duties for DRED.

XI. Fees for Use of DRED Facilities by the Town of Hampton

A. DRED Responsibilities

Use of Facilities. DRED will, at no cost to the Town, provide the Town use of the North or South Pavilion meeting rooms for official Town business on an occasional basis by the Police, Public Works and Fire Departments provided that the facility is reserved in advance, the facility is available, it will not conflict with a revenue generating event, and it is during normal DRED business hours. The Town will pay DRED cost-recovery fees for DRED staff that must work beyond

their normal work schedule, at a rate of $15/hour, to accommodate the Town's use of the facilities.

Special Events. DRED will permit the Town use of Hampton Beach State Park for the Town's annual "Easter Egg Hunt" event held at the State Park on a schedule approved by DRED, and in accordance with all terms and conditions under DRED's Special Use Permit program, including but not limited to insurance. DRED will waive the administrative fee, but will charge all applicable cost-recovery fees other than incidental costs.

XII. Parking for Town vehicles on Official Business

DRED shall not charge for the use of parking under DRED's control by Town of Hampton vehicles or the vehicles of officials of the Town when on official business and properly identified.

XIII. LIMITED OBLIGATIONS BY PARTIES

This operating plan is valid for the time period above and does not create any future obligations on the part of either party.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date(s) set forth below.

TOWN OF HAMPTON
BOARD OF SELECTMEN

8/27/12
Frederick W. Welch — Date
Town Manager

8/27/12
Rick Griffin, Chairman — Date

8/27/12
Richard Nichols, Vice-Chair — Date

8/27/12
Mike Pierce — Date

8/27/12
Ben Moore — Date

8/27/12
Philip Bean — Date

(The signature of three selectmen shall constitute a majority decision and, therefore, an executable agreement by the Town of Hampton.)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

8-31-12
Michael Housman, Supv Park Ops — Date

8-31-12
Philip A. Bryce, Director — Date

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