

**Exeter Board of Selectmen Meeting
Monday, March 5th, 2012, 7:00 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Public Comment
3. Minutes & Proclamations
 - a. Regular Meeting: February 27th, 2012
4. Appointments
5. Department Reports
6. Discussion/Action Items
 - a. New Business
 - i. Bid Opening: Norris Brook Culverts
 - ii. Bid Opening: WTP Filter Rehabilitation #3
 - iii. Report on Website Proposals
 - iv. LGC Participation Agreement Amendment
 - b. Old Business-
 - i. First Reading: Tattoo Ordinance
 - ii. First Reading: Pawnbroker Ordinance
7. Regular Business
 - a. Bid Openings
 - b. A/P and Payroll Manifests
 - c. Budget Updates
 - d. Tax Abatements & Exemptions
 - e. Water/Sewer Abatements
 - f. Permits
8. Reports
 - a. Town Manager
 - b. Selectmen's Committee Reports
 - c. Legislative Update
 - d. Correspondence
9. Review Board Calendar
10. Non Public Session
11. Adjournment

Matt Quandt, Acting Chairman
Board of Selectmen

Posted: 3/2/12 Town Offices, Library, and Departments

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. If you do not make such a request, you may do so with the Town Manager prior to the start of the meeting. No requests will be considered once the meeting has begun.

INVITATION TO BID
Town of Exeter, New Hampshire
Swasey Parkway and Water Street Culvert Replacements
Exeter, New Hampshire

Sealed bid proposals for the replacement of the Swasey Parkway and Water Street Culvert over Norris Brook in Exeter, New Hampshire will be received at the Exeter Town Office ("the OWNER"), 10 Front Street, Exeter, New Hampshire 03833, until **4:00 p.m., Monday, March 5, 2012**. Bids received after the specified time will not be accepted. Bids will be opened at the Selectmen's meeting on March 5, 2012 at 7:00p.m.

The project is to replace existing culverts at two separate locations on Norris Brook in Exeter. The Water Street culvert replacement is a 10-ft wide by 5-ft tall precast concrete box culvert. The Swasey Parkway culvert replacement is a 5-ft 3-in wide by 6-ft 3-in tall concrete box culvert. The concrete box culverts will have a cast bottom which simulates round river stones. The project includes installation of the culverts, reconstruction of the paved roadway with profile adjustments, installation of guardrail, slope protection, relocation of a gas and water mains, and other ancillary work. The bid alternate, if authorized, will reduce the scope of work for the Water Street culvert project.

All work must be substantially completed within 145 calendar days of the start date of the Notice to Proceed or by August 17, 2012. This period includes 45 days before work commences in the field for approval of shop submittals and fabrication of structures. All work shall be finally completed 10 days after the date of substantial completion. The CONTRACTOR should note that liquidated damages in the amount of \$500/day will be levied for every calendar day in excess of the specified contract times.

Plans and specifications may be viewed at the offices of:

- (1) Exeter Department of Public Works, Town of Exeter, 13 Newfields Road, Exeter, NH 03833
- (2) CMA Engineers, Inc., 55 South Commercial Street, Manchester, NH 03101
- (3) CMA Engineers, Inc., 35 Bow Street, Portsmouth, NH 03801
- (4) Construction Summary of New Hampshire, 734 Chestnut Street, Manchester, NH 03104
- (5) Signature Press, 45 Londonderry Turnpike, Hooksett, NH 03106
- (6) Associated General Contractors of NH, 48 Grandview Road, Bow, NH 03304

A pre-bid conference is scheduled for Thursday, February 16, 2012 at 2:00 p.m. at the Department of Public Works, Exeter, New Hampshire. Conference attendance is **mandatory**.

Copies of the plans and specifications may be obtained from CMA Engineers, Inc., 35 Bow Street, Portsmouth, NH 03801 for a non-refundable cost of \$40.00 per set, with an additional non-refundable cost of \$30.00 per set if requested by postal or overnight delivery.

Bidders will be required to furnish a bid bond in the amount of 10% of the total bid, and the successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of 100% of the Contract Price.

The OWNER reserves the right to waive any informalities in any or all proposals, to reject any or all proposals, or accept any proposal submitted for the project, as deemed by the Town of Exeter to be in its best interests based upon qualifications, experience, demonstrated ability to perform, cost, and other factors deemed by the Town to bear on the successful outcome of the Contract.

Jennifer R. Perry, P.E.
Department of Public Works Director
Town of Exeter

**REQUEST FOR PROPOSAL:
WEBSITE DESIGN & DEVELOPMENT
For the
TOWN of EXETER**

RESPONSE DUE: March 4, 2012

INTRODUCTION

The Town of Exeter has decided to update its current web site (<http://town.exeter.nh.us/>) to make it more appealing and user-friendly.

As such, Exeter is requesting proposals to develop the new web site to include making the site more manageable and efficient. The chosen contractor (Contractor) shall build and populate a new web site based upon the home page and subpage ("landing page") designs in Attachment A (pdf versions of the web pages are available on request.)

The Contractor will provide all of the files necessary to download a completed web site to a server. The contractor will also populate each of the web pages with materials provided by the Town.

Each Town department, board, commission and committee will be represented by their own web pages within the site. The contractor will be responsible for populating the respective web pages with material provided by the Town. The material provided will be in MS Word, jpg and/or pdf formats. The positioning of the materials within each web page will also be documented by the Town and provided to the contractor. It is expected that there will be "landing pages" for 30 departments, boards, commissions and committees and as many as 400 web pages to be populated with material. Templates for the home page and subpages will also be provided by the successful contractor.

Each department, board, commission and committee will have its own navigation bar on the left side of their respective web pages (see Fire Dept. "landing page" in Attachment A.) The navigation text will be provided with the material from the respective Town group.

Contractor should assume that each department, board, commission and committee will require at least one form that can be completed online and submitted (by email) to the respective group. Design of the site should make it easy for additional, similar forms to be added later by Town of Exeter staff.

The successful contractor will provide access to a test web site to allow two reviews of the draft final product.

As a first deliverable, the Contractor shall provide the Town with a set of guidelines for the format of materials to be provided by the Town for the web pages, e.g., recommended font types and sizes, etc. Prior to the Town supplying the content for the web pages, contractor shall attend up to 4 meetings with town staff and members of town boards, commissions and committees to discuss the guidelines and answer questions about the preparation of the content for the web pages. These meetings will be coordinated by the Town.

The successful contractor will provide up to 10 hours of consulting after the web site is downloaded to the Town's chosen server. Training of Town staff on use of the CMS and modifying web pages and building new pages may be included in these consulting hours. These consulting hours are exclusive of time spent by the vendor correcting errors or problems with the site, and exclusive of the meetings with town staff on web page content discussed above.

The Town of Exeter currently anticipates continuing to use its current web site host. However, Respondents shall also offer an option to host the web site on a server provided by the Contractor.

The Town of Exeter shall own all work products and shall own and have access to the source code.

Bidders shall provide an overview of their relevant experience and at least two (2) examples of working web sites built by the bidder and points of contact for those respective web sites.

MINIMUM REQUIREMENTS

Proposed web site must meet the following minimum requirements:

- Public access to all of the features on the website is not dependent on specific browser, that is, the web interface is browser agnostic and works with commonly used browsers found on Windows, Linux and Apple computer systems.
- Website displays should be viewable on various monitor configurations
- Web site must not require plug-ins as a default.
 - Web site must be capable of interfacing with 3rd-party programs such as CivicPlus and eReg.
- Intuitive and consistent options for navigating the web site, especially return to general information/home page.
- Flexibility within the site for designated staff to add, remove and update content using tools and templates that do not require extensive knowledge of web development languages or technical structure through a "content management system" (CMS) software. The Town currently uses a Cold Fusion-based CMS (Savvy). Vendors are encouraged to suggest alternate Cold Fusion based content management systems; however, the web site should not be designed assuming that the Town will continue to use Savvy.
- Pages and features compatible with limited bandwidth access by the public, or alternative routing to portions of the site that provide content formatted in a manner that is consistent with limited bandwidth; navigating the sites should not require reloading of all content.
- Search engine optimization must be included and demonstrated as effective.

- Capability of the Town of Exeter staff to:
 - o Control content and images used within the site;
 - o Control publishing of links to other websites;
 - o Report website maintenance activity and statistics on content type: updates, downloadable documents, web pages, calendars, and broken links;
- Report number of visits to site;
- E-mail interfaces, if any, are not dependent on a specific e-mail client;
- Respondents proposing to host the websites must not be on any e-mail or website “black lists” as a source of unwanted solicitations or objectionable content;
- The website must be designed for continuous operation 24 hours a day, 7 days a week;
- The website must be developed on a platform that will allow the sites to be portable to another host.

ADDITIONAL FEATURES AND CAPABILITIES

The following is a list of additional features and capabilities Exeter is seeking in website services. The list is not intended to be all inclusive, nor is it intended to represent a minimum of features and capabilities.

- Capability for easily searching the website for key words or phrases.
- Graphic files should be sized relative to the site and designed with simplicity to allow for the quickest loading.

CONDITIONS OF WORK

- Vendor will be responsible for all licenses, permits, fees and taxes associated with the system installation.
- Any images provided by the contractor shall be in the public domain or images that the contractor has the right to use and can and will transfer right to use to the Town.
- Any network or software installation and configuration must be performed in cooperation with the Town of Exeter IT staff.
- The implementation must be accomplished in a manner that minimizes disruption of Exeter business via the Internet.
- Along with their proposal, vendors shall provide a copy of their standard service agreement (contract) including all terms & conditions and warranties.

CONTRACT AWARD

The award of the work will be made on a firm-fixed price basis to the most responsive and responsible bidder. Criteria considered in the award of the contract will include, but not be limited to, price, project schedule, and project experience. Time is of the essence for the completion of this project, and the contractor shall propose a timeline with deliverables and a schedule of payments based upon these deliverables. The Town of Exeter reserves the right to reject any and all bids and to cancel this procurement prior to contract award.

PROJECT CONTACT

Questions about the project may be directed to:

Frank Ferraro
c/o Town Manager
10 Front Street
Exeter, NH 03833
603-957-8051
fferraro2010@gmail.com

BIDDER COMMUNICATIONS AND REQUESTS

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offers until the contract award shall be with the Exeter Contact identified above.

If it should appear to a prospective proposer that the performance of the work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the solicitation, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, or local law, ordinance, rule, regulation, or other standard or requirement, then the proposer shall submit an email request for clarification to the Project Contact.

DELIVERY OF PROPOSAL

Each proposal must be received during regular business hours and no later than **4:00 pm** local time on **March 4, 2012**. The proposal packet shall be sealed and identified with the RFP name and the name of the vendor. The proposal packet must include three (3) copies of the proposal. Electronic copies may be provided within the packet as well.

Note: Any deviation from this requirement may result the proposal being considered non-responsive, thus eliminating it from further consideration. The proposer will be solely responsible for ensuring delivery of the proposal packet prior to the deadline. Those proposals received after the established deadline will be returned, unopened, to the vendor.

Bids will be publicly opened in the Town Office Building at 10 Front Street at 4:00 on February 24th.

Proposals must be delivered to:

Town Manager
10 Front Street
Exeter, NH 03833

PROPOSAL COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the Town of Exeter to reimburse any individual or firm for any costs incurred in preparing or submitting proposals or providing additional information when requested by Exeter.

Proposals may be modified or withdrawn by the vendor or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of Exeter after the proposal submission deadline.

ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the Request for Proposal unless clearly and specifically noted otherwise in the proposal.

EQUAL OPPORTUNITY

Equal opportunity will be observed and solicitation from minority, women and veteran-owned firms is encouraged.

ATTACHMENT A

(Three (3) examples of the home page using different (static) photos, and an example of the Fire Department "landing page.")



Fri, 48°F Forecast



Watch LIVE town meetings



Emergency Alerts



Pay taxes Online



Follow us on facebook

announcements & news

the latest information on our town

Leaf Pick-up - week of December 5-9, 2011

Curbside pick-up of leaves will top hold this week December 5-9, 2011 by Northside Caring. Leaves must be subsided on your regular trash day in brown recyclable bags only. There is a limit of 12 bags. For more information call the Public Works Dept. at 773-6167.

Ride the Holiday Trolley

Take a ride on the Holiday Trolley! This Holiday Trolley will travel from the Bandstand, along Water Street, to Lincoln Street, to Front Street to the Bandstand. Make your holiday shopping easier and more fun. Ride the Trolley! Trolley will be here on Thursdays, December 8, December 15 & December 22 from 6:00PM - 9:00PM. Check www.visitexeter.com for more details!

VisitExeterNH.com

calendar

events & meetings

November 1st
 Pleasant Street Winter Parking Permits ...

November 7th
 Water Main Flushing week of...

November 11th
 Veteran's Day Holiday ...

Town Office:
 10 Front Street
 Exeter, NH 03833
 Phone: 603-773-0591

Town Clerk Hours:
 Monday thru Friday
 8:30AM - 3:30PM





American Independence Festival, 1-5:30pm, Swasey Parkway

Feb. 4th Forecast

calendar
monthly announcements

announcements & news
the latest information on our town

Watch LIVE town meetings

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Pay Taxes Online

November 11th
Veteran's Day Holiday ...

VisitExeterNH.com

Follow us on facebook

Town Office:
18 Front Street
Exeter, NH 03833
Phone: 603-773-0591

Town Clerk Hours:
Monday thru Friday
8:00AM - 3:30PM



Web page design by Exeter Copy & More



30th Annual Exeter Hospital Criterium, Thursday, June 28, 2012

Feb. 4th Forecast

calendar
monthly announcements

announcements & news
the latest information on our town

Watch LIVE town meetings

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Web page design by Exeter Copy & More



EMERGENCY CALL 911

A Message From the Chief

Emergency Management

Health Department

Staff

History

Photo Gallery

Forms & regulations

Employment



Follow us on facebook

Exeter Fire Department

The Exeter Fire Department is a full service organization; we provide Fire Protection, Emergency Medical Services, Emergency Management and Health Services to the citizens of Exeter.

We have 28 full time personnel with an active call company, and 3 civilian employees. Our full time personnel are certified both as firefighters and as emergency medical services with 11 of our full time members certified as Paramedics.

In 2010 we responded to 1754 ambulance calls, 2243 fire emergencies and conducted 888 inspections.

Town Office:
10 Front Street
Exeter, NH 02883
Phone: 603-778-9591

Town Clerk Hours:
Monday thru Friday
8:30AM - 3:30PM





Russ Dean <rdean@town.exeter.nh.us>

Deadlines for Submittal

Frank Ferraro <fferraro2010@gmail.com>

Sat, Feb 25, 2012 at 11:02 AM

To: Frank Ferraro <fferraro2010@gmail.com>

Bcc: rdean@town.exeter.nh.us

To all bidders:

There is an error in the bid submittal date in the RFP for Town of Exeter web site design and development.

The RFP states that bids are due on March 4th. However, March 4th is a Sunday and the Town Office is closed.

Therefore, each proposal must be received during regular business hours and no later than 4:00 pm local time on March 5, 2012.

Bids will be publicly opened in the Town Office Building at 10 Front Street at 4:00 on March 5th.

I apologize for any inconvenience this error may have caused.

Frank Ferraro
Selectman



Russ Dean <rdean@town.exeter.nh.us>

Additional questions regarding Exeter Web Site RFP

Frank Ferraro <fferraro2010@gmail.com>

Mon, Feb 27, 2012 at 4:50 PM

To: Frank Ferraro <fferraro2010@gmail.com>

Bcc: rdean@town.exeter.nh.us

1. *"The contractor will be responsible for populating the respective web pages with material provided by the Town. The material provided will be in MS Word, jpg and/or pdf formats."*

We understand the above to be regarding the page content, not the templates to be provided by the Town. Regarding the template designs (i.e. the Town provided PDF samples with the RFP), in what format does the Town expect to deliver those?

Response: We expect that the developer will build these templates using the PDF samples provided by the Town as the model.

2. *"Search engine optimization must be included and demonstrated as effective."*
Will all 400 expected pages require full SEO treatment, or only the ~30 'landing' pages?

Response: Just the ~30 "landing pages".

3. *"Web site must be capable of interfacing with 3rd-party programs such as CivicPlus and eReg."*

Could you give us a little more information about how you expect to include these 3rd party resources in the site? Is the goal to integrate third party functionality when possible (normally the choice of the 3rd party), and have the ability to easily create pages and links for services that do not provide integration tools?

Response: We anticipate that the interface will be by hyperlink to the 3rd party sites.

Frank Ferraro



APPLICATION AND PARTICIPATION AGREEMENT

This APPLICATION AND PARTICIPATION AGREEMENT (the “Agreement”), is made and entered into this **First Day of January, 2012** by and among Town of Exeter (the “Applicant”) and *Local Government Center HealthTrust, LLC* (“HealthTrust”) and *Local Government Center Property-Liability Trust, LLC* (“PLT”), also doing business as the *Local Government Center Workers Compensation Trust*, each a New Hampshire limited liability company and each wholly-owned by *Local Government Center, Inc.*, a New Hampshire corporation (“Local Government Center”).

Preamble

A. Certain municipalities and other public entities of the State of New Hampshire, acting through the Local Government Center and pursuant to NHRSA 5-B, have created two pooled risk management programs as follows:

(i) A pool for the management and provision of health and similar welfare benefits to their Employees, which pooled risk management program is known as HealthTrust; and

(ii) A pool for the management and provision of: (a) protection against their property and liability risks, known as the Property-Liability Trust; and (b) workers compensation and unemployment benefits to their Employees, known as Workers’ Compensation Trust (“WCT”).

For purposes of this Agreement, HealthTrust, Property-Liability Trust and Workers’ Compensation Trust are sometimes collectively referred to as the “Trusts.”

B. The Applicant is eligible and wishes to become a Participant of, or continue its participation in, one or more of HealthTrust, Property-Liability Trust and Workers Compensation Trust and therefore completes, executes and delivers this Application and Participation Agreement.

Participation Agreement

NOW THEREFORE, for valuable consideration received, the Applicant and HealthTrust and PLT (as operator of both Property-Liability Trust and Workers' Compensation Trust') mutually agree as follows:

1. Choice of Trusts for Participation. The Applicant applies for participation (including continued participation if applicable) in the following pooled risk management programs in accordance with their respective terms:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW (Note: Participation will be considered only for those Trusts in which YES is circled)]

- | | | |
|-----------------|---|------------------------------------|
| <u>YES</u> / NO | HealthTrust, for the provision of health and other benefits as may be selected for its employees. | Effective Date:
January 1, 2003 |
| YES / <u>NO</u> | PLT, for the provision of protection against its property and liability risks. | Effective Date:
January 1, 2012 |
| YES / <u>NO</u> | PLT, d/b/a WCT, for the provision of workers compensation for its employees. | Effective Date:
January 1, 2012 |
| YES / <u>NO</u> | PLT, d/b/a WCT, for the provision of unemployment benefits for its employees. | Effective Date:
January 1, 2012 |

2. Acceptance of Application; Continued Participation. The Applicant understands and agrees that its participation (or continued participation) in one or more of the Trusts is contingent upon acceptance of this Application and Participation Agreement by each of the applicable Trusts in accordance with its underwriting standards, such acceptance to be evidenced by each applicable Trust's execution of this Agreement by a duly-authorized officer. Acceptance by PLT also may require the approval of all entities providing a contract of reinsurance, excess insurance or similar additional coverage. Continued participation following acceptance is subject to all of the terms of the member agreement of the applicable Trust(s) and participation in any required programs thereof.

3. Local Government Center Bylaws; New Hampshire Municipal Association, LLC Membership. The Applicant, during any period of participation in one or more of the Trusts, also agrees to be bound by the provisions of Local Government Center's Bylaws and any and all amendments thereto which are or may be duly adopted by Local Government Center from time to time (the "Bylaws") including, without limitation, to pay all contributions within the scope and

authorized by the terms of the Bylaws and to maintain the appropriate membership in New Hampshire Municipal Association, LLC. Furthermore, the Applicant hereby acknowledges that it has received a copy of the Bylaws and specifically acknowledges the terms of section 3.7 thereof.

4. Effective Date. The Applicant's period of participation under this Agreement will begin on the Effective Date for each program as identified in Section 1 above, and end pursuant to the terms of the Bylaws. Upon renewal or initial acceptance as a Participant, the Applicant will be entitled to participate in those benefit programs offered by the applicable Trusts for which the Applicant satisfies the applicable minimum participation requirements and other standards established by such Trusts for participation in such program(s). The applicable minimum participation requirements shall include, without limitation, the requirement of HealthTrust that seventy-five percent (75%) of eligible Employees of the Applicant (excluding Employees of the Applicant covered under another employer's group health plan) must be enrolled in the group health plan(s) offered by the Applicant through HealthTrust.

5. Particular Provisions Applicable to HealthTrust Participation. The following provisions apply to each Application for participation in HealthTrust:

(a) The Applicant acknowledges that, with respect to the group health plan(s) offered to its Employees through HealthTrust, the Applicant is responsible for complying with (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the health insurance portability and availability provisions set forth in Title XXVII (Sections 2701 through 2792) of the Public Health Service Act ("HIPAA Portability") and (iii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50. To assist the Applicant in satisfying certain of its COBRA, HIPAA Portability and NHRSA 100-A:50 obligations, HealthTrust shall provide the following administrative services on behalf of the Applicant with respect to Employees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust.

(i) With respect to COBRA, HealthTrust shall provide the base COBRA administrative services specified on Addendum 1 attached hereto on the terms and conditions specified on Addendum 1. In addition, if elected by the Applicant on Addendum 1, HealthTrust also shall provide the additional COBRA billing administrative services specified on Addendum 1. The Applicant may change its decision to elect or decline the COBRA billing services during the term of this Agreement by completing and signing a new Addendum 1 without the need to otherwise amend this Agreement.

(ii) With respect to HIPAA Portability, HealthTrust shall, but only with respect to the affected Employee's coverage under the health benefit programs offered through HealthTrust, provide a certificate of creditable coverage ("HIPAA Certificate") for any Employee who loses coverage under the Applicant's group health plan upon a HIPAA Portability qualifying event or upon request. In no event shall HealthTrust be

responsible for providing a HIPAA Certificate with respect to a coverage option provided to the Applicant's Employees other than by or through HealthTrust. Further, HealthTrust shall not issue a HIPAA Certificate with respect to an Employee whose coverage under the benefit programs offered by HealthTrust ceases, but the Employee's coverage continues under the Applicant's group health plan(s). In such latter event, however, HealthTrust shall provide adequate information to the Applicant (or to another party designated by the Applicant) that is reasonably available to HealthTrust to assist in the issuance of a HIPAA Certificate by the Applicant (or such other designated party) upon cessation of the Employee's coverage under the Applicant's group health plan.

(iii) With respect NHRSA 100-A:50, if elected by the Applicant on Addendum 2 attached hereto, HealthTrust shall provide the retiree billing administrative services specified on Addendum 2 on the terms and conditions specified thereon. The Applicant may change its decision to elect or decline the retiree billing services during the term of this Agreement by completing and signing a new Addendum 2 without the need to otherwise amend this Agreement.

(b) HealthTrust shall provide the additional services described in subparagraphs (i) through (iii) above in accordance with the terms of this paragraph (5), the attached Schedules A and B (as applicable), and policies and procedures established by HealthTrust. Notwithstanding any provision to the contrary herein, HealthTrust's agreement to provide additional services in connection with the Applicant's COBRA, HIPAA Portability and NHRSA 100-A:50 obligations as set forth in this Paragraph (5) shall automatically cease upon termination of the Applicant's participation in HealthTrust and HealthTrust shall provide no further services pursuant hereto.

(c) The Applicant agrees to provide HealthTrust with any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's performance of the additional services set forth in this Paragraph (5), including, without limitation, timely notice of any Employee who loses coverage under the health benefit programs offered by the Applicant through HealthTrust.

6. Authorization by Governing Body of Applicant. This Application and Participation Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of the Applicant in substantially the same form and content as contained in the attached Exhibit A, and indicating the Applicant has duly authorized its participation in one or more of the Trusts and their benefit programs selected by the Applicant in accordance with RSA 5-B and the execution and delivery of this Application and Participation Agreement by the individual signing, which authorization remains in full force and effect as of the date hereof. Any Application and Participation Agreement pertaining to unemployment benefits also must be accompanied by a signed Joint Authorization and Power of Attorney in the same form and content as contained in the attached Exhibit B,

7. Interpretation. This Application and Participation Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the Bylaws.

8. Incorporation of Additional Optional Terms. Attached as addenda to this Agreement are several additional terms and conditions, listed below. To the extent that any of them are marked "MANDATORY" in reference to the Trust in which the Applicant has chosen to participate in Section 1 above, they will be deemed to be incorporated into this Application and Participation Agreement without further action by the parties. Those addenda which are marked "OPTIONAL" will be deemed to be incorporated into this Application and Participation Agreement if selected below:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW (Note: Except for addenda marked "MANDATORY" for a Trust chosen by the Applicant, additional terms and conditions will be incorporated herein only if YES is circled)]

HEALTHTRUST ONLY

YES / NO Addendum 1. *COBRA Administrative Services [MANDATORY For HealthTrust] * NOTE: elections to be made within Addendum*

YES / NO Addendum 2. *Retiree Billing Administrative Services [MANDATORY for HealthTrust] * NOTE: elections to be made within Addendum*

YES / NO Addendum 3. *Agreement Regarding Combination of Entities for Rating and Participation in HealthTrust. [OPTIONAL] * NOTE: exhibits of separate forms to be submitted.*

PLT ONLY

YES / NO Addendum 4. *Multi Year Rate Guarantee Program, with Certificate of Resolution [OPTIONAL]*

YES / NO Addendum 5. *Multi Year Rate Guarantee Program, with Certificate of Resolution [OPTIONAL]*

PACKAGE PRICING

YES / NO Addendum 6: *Municipal Total Risk Management (TRiM®) Agreement [OPTIONAL]*

YES / NO Addendum 7: *Package Pricing Agreement [OPTIONAL]*

[The signature page follows]

IN WITNESS WHEREOF, the Applicant and the Trusts in which the Application has applied to participate have caused this Application and Participation Agreement to be executed by their duly authorized officials as of the date first above written.

LOCAL GOVERNMENT CENTER
HEALTHTRUST, LLC.

APPLICANT: TOWN OF EXETER

LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC

LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC d/b/a
LOCAL GOVERNMENT CENTER
WORKERS' COMPENSATION TRUST

By: _____
Wendy Lee Parker
Deputy Director
for Risk Pool Operations

Signed: _____
Name: _____
Title: _____
Duly Authorized

EXHIBITS/ADDENDUMS

To

APPLICATION AND PARTICIPATION AGREEMENT

EXHIBITS

Exhibit A: Form of Authorizing Resolution. [MANDATORY for ALL TRUSTS]

Exhibit B: Joint Authorization and Power of Attorney [MANDATORY when Unemployment benefits selected]

ADDENDUMS

Addendum 1: COBRA Administrative Services

Addendum 2: Retiree Billing Administrative Services

Addendum 3: Combination of Entities Agreement for Rating and Participation in HealthTrust

Addendum 3A: Form of Authorizing Resolution for Combination of Entities

Addendum 4: Property-Liability Multi Year Rate Guarantee Program

Addendum 5: Workers' Compensation Multi Year Rate Guarantee Program

Addendum 6: Municipal Total Risk management (TRiM) Agreement

Addendum 7: Package Pricing Agreement

EXHIBIT A

CERTIFICATE OF AUTHORIZING RESOLUTION

I hereby certify to each of *Local Government Center HealthTrust, LLC*. ("HealthTrust"), *Local Government Center Property-Liability Trust, LLC* ("PLT"), and *PLT d/b/a Local Government Center Workers Compensation Trust* ("WLT"), as applicable (HealthTrust, PLT and WCT collectively are referred to as the "Trusts"), that the following is a true copy of a resolution adopted by the Governing Board of **Town of Exeter** at a meeting duly held on _____
[Date]:

RESOLVED: That **Town of Exeter** shall participate in the following self-funded, reinsurance pools operated by subsidiaries of Local Government Center, Inc.:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW:]

- YES / NO HealthTrust, for the provision of health and other benefits as may be selected for its employees.
- YES / NO PLT, for the provision of protection against its property and liability risks.
- YES / NO PLT, d/b/a WCT, for the provision of workers compensation for its employees.
- YES / NO PLT, d/b/a WCT, for the provision of unemployment benefits for its employees.

RESOLVED: That _____ [Name/Title] is hereby authorized and directed to execute and deliver to the applicable Trusts, on behalf of the Town of Exeter, the "Application and Participation Agreement," including any applicable Schedules thereto, in substantially the form presented to this meeting, together with any related documentation necessary to effect and complete the Application and Participation for the above-authorized protection and benefits.

RESOLVED: That _____ [Name/Title] is hereby authorized and directed to execute and deliver to the applicable Trusts a certificate of this resolution.

I further certify that the foregoing resolution remains in full force and effect without modification.

MEMBER: TOWN OF EXETER

Date: _____

By: _____

Name: _____

Title: _____, duly authorized.

ADDENDUM 1

SCHEDULE A

COBRA ADMINISTRATIVE SERVICES

Subject to the terms and conditions specified herein and in Paragraph (4) of the Application and Participation Agreement, the Applicant and HealthTrust hereby agree that HealthTrust shall provide the COBRA administrative services described in Sections 1 and 2 below on behalf of the Applicant with respect to Employees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust:

1. Base COBRA Administrative Services. HealthTrust shall provide the following base COBRA administrative services (“Base COBRA Services”):

- a. Delivery of an initial notice of COBRA continuation coverage rights to each employee (and spouse thereof) of the Applicant who become covered under the Applicant’s health and/or dental plan(s) offered through HealthTrust upon their enrollment by the Applicant.
- b. Upon notification of HealthTrust by the Applicant of a COBRA qualifying event, HealthTrust shall provide each qualified beneficiary eligible for COBRA coverage with timely notice of his/her right to elect COBRA continuation coverage and the terms, conditions and election procedures for COBRA coverage.
- c. Provision of information, forms and support to the Applicant’s Benefits Administrator regarding administration of COBRA continuation coverage, including applicable notice, eligibility, enrollment and payment rules.
- d. Upon notification of HealthTrust by the Applicant of a COBRA cancellation, HealthTrust shall notify the affected COBRA beneficiaries of (i) the termination of their COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

No Additional Charge for Base COBRA Services. There will be no additional charge to the Applicant or its COBRA beneficiaries for the Base COBRA Services provided by HealthTrust under this Section 1.

2. COBRA Billing Services. HealthTrust makes available to its participating member groups on an elective basis the additional COBRA administrative services listed below related to direct billing of COBRA beneficiaries ("COBRA Billing Services"). **If the Applicant wishes to receive these COBRA Billing Services, the Applicant shall so elect by initialing here _____.**

If elected, in addition to the Base COBRA Services, HealthTrust shall provide the following additional COBRA Billing Services:

- a. Direct billing of the Applicant's COBRA beneficiaries on a monthly basis of the applicable amounts due for their COBRA continuation coverage.
- b. Collection of amounts billed and due from COBRA beneficiaries in accordance with applicable COBRA rules.
- c. Direct enrollment of eligible qualified beneficiaries who elect COBRA continuation coverage, and ongoing maintenance of such beneficiary's enrollment and membership changes until cancellation/termination of COBRA coverage.
- d. Provision of monthly reports to the Applicant listing COBRA beneficiaries who have been billed by HealthTrust, along with their medical and/or dental plan(s), coverage type and COBRA contribution amounts.
- e. Notification of COBRA beneficiaries at annual open enrollment of contribution rate change information.

The Applicant understands and agrees that if COBRA Billing Services are elected, the billing services shall be performed by HealthTrust for all of the Applicant's COBRA beneficiaries who are covered through HealthTrust.

Charges for COBRA Billing Services. The Applicant understands and agrees that HealthTrust will bill the COBRA beneficiary directly for his or her COBRA continuation coverage as follows:

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary; and
- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

The Applicant agrees that HealthTrust will retain the 2% administrative fee as its compensation for the COBRA Billing Services rendered by HealthTrust. There will be no other separate charge to the Applicant or its COBRA beneficiaries for the additional

COBRA Billing Services provided by HealthTrust under this Section 2.

3. Applicant Responsibilities. As a condition of HealthTrust performing the Base COBRA Services and COBRA Billing Services (if elected) specified in Sections 1 and 2 above, the Applicant agrees to perform the following responsibilities:

- a. Make available to COBRA beneficiaries the same health and dental plan coverage options through HealthTrust as are available to eligible active Employees of the Applicant.
- b. Upon the Applicant's initial participation in HealthTrust's health benefit programs, provide information to HealthTrust on the Applicant's then existing COBRA beneficiaries.
- c. Notify HealthTrust in a timely manner when Employees experience a COBRA qualifying event and provide HealthTrust with necessary forms and information in accordance with applicable COBRA administrative policies and procedures established by HealthTrust.
- d. Perform all COBRA compliance and administrative obligations of the Applicant with respect to its Employees other than those COBRA services provided by HealthTrust hereunder.
- e. Provide HealthTrust with at least 30 days advanced written notice of the Applicant's ceasing to participate in the health benefit programs offered through HealthTrust and, in such event, to carry out the transition of Applicant's covered COBRA beneficiaries and Employees out of their coverage through HealthTrust.
- f. Provide HealthTrust with at least 60 days advanced written notice of the Applicant's decision to elect to receive the COBRA Billing Services made available by HealthTrust and, in such event, assist with the transition of such COBRA Billing Services to HealthTrust.
- g. Provide HealthTrust with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of the Base COBRA Services and COBRA Billing Services (if elected) on behalf of the Applicant.

HealthTrust shall be entitled to rely on any information provided by the Applicant pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information. HealthTrust reserves the right to request additional information from the Applicant at any time in order to satisfy HealthTrust's COBRA administrative

service obligations. The Applicant agrees to provide any and all information to HealthTrust on a timely basis.

4. Amendments to Services and Responsibilities. HealthTrust and the Applicant acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Applicant in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate to comply with changes in the applicable requirements of COBRA impacting the Applicant's plan(s). HealthTrust will notify the Applicant of any changes that will materially affect either HealthTrust's services or the Applicant's responsibilities.

5. Other Terms and Conditions. HealthTrust and the Applicant further acknowledge and agree that:

- a. The COBRA administrative services performed by HealthTrust hereunder will be performed only with respect to Employees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust. In no event shall HealthTrust be responsible for providing any COBRA administrative services with respect to Employees of the Applicant who are covered under a health plan coverage option offered by the Applicant through another insurer or provider.
- b. The performance of COBRA administrative services by HealthTrust on behalf of the Applicant does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Applicant's group health benefit plans under any applicable law, regulation or other doctrine, and the Applicant will not identify or refer to HealthTrust as such.
- c. HealthTrust shall not have any obligation or liability with respect to any COBRA administrative services described herein before the effective date of the Agreement or this Addendum 1, or with respect to any COBRA compliance obligations of the Applicant other than HealthTrust's administrative service obligations hereunder.
- d. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own

confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Applicant to the extent that disclosure of such information is required to perform its COBRA administrative service obligations hereunder.

For purposes of this subsection (d), “confidential information” shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities hereunder, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

6. Term and Termination.

- a. Base COBRA Services shall be provided by HealthTrust throughout the Applicant’s participation in HealthTrust.
- b. If elected by the Applicant, the COBRA Billing Services provided by HealthTrust hereunder shall commence on the effective date specified in the next page and shall continue during the Applicant’s participation in HealthTrust or until earlier terminated by either party with 30 days prior written notice to the other party.
- c. Notwithstanding anything contained herein, if the Applicant defaults in the performance of its responsibilities hereunder, HealthTrust may, upon written notice to the Applicant, terminate its agreement to provide COBRA administrative services hereunder.
- d. **Notwithstanding any other provision of the Agreement or this Addendum 1, HealthTrust’s agreement and obligation to provide COBRA administrative services on behalf of the Applicant as set forth herein shall automatically cease upon termination of the Applicant’s (or subunit of the Applicant’s)**

participation in HealthTrust, and HealthTrust shall not provide and shall not be obligated to provide any further services pursuant hereto other than transition of COBRA administration to the Applicant or a successor COBRA administrator.

Election of COBRA Billing Services (Section 2)

_____ The Applicant hereby elects to receive the COBRA Billing Services described in Section 2 of this Addendum 1 effective January 1, 2006.* The Applicant understands and agrees that performance of the COBRA Billing Services by HealthTrust beginning on the effective date is contingent upon acceptance of this Addendum 1 by HealthTrust, such acceptance to be evidenced by HealthTrust's execution of the Application and Participation Agreement.

If the Applicant has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Applicant _____ does _____ does not intend to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. The Applicant understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

* The effective date may be no earlier than the effective date of the Application and Participation Agreement and must provide HealthTrust at least 60 days advance notice to implement the COBRA billing services (except when the Applicant is renewing ongoing COBRA billing services).

ADDENDUM 2

RETIREE BILLING ADMINISTRATIVE SERVICES

HealthTrust makes available to its participating member groups on an elective basis the retiree billing administrative services listed in Section 1 below related to direct billing of Retirees who are receiving health plan coverage through HealthTrust ("Retiree Billing Services"). **If the Applicant wishes to receive these Retiree Billing Services, the Applicant shall so elect by initialing here _____ and completing and signing the "Election of Retiree Billing Services" section on the last page of this Schedule B. The effective date of the Retiree Billing Services shall be the date specified on the last page of this Addendum.**

As used herein, "Retiree" means a person who is retired from active employment with the Applicant and who the Applicant has determined is eligible to continue health plan coverage with the Applicant pursuant to NH RSA 100-A:50 and/or the applicable rules of the Applicant and HealthTrust governing eligibility for Retiree coverage.

1. Retiree Billing Services. If elected by the Applicant and subject to the terms and conditions specified in this Schedule B and in Paragraph (4) of the Application and Participation Agreement, HealthTrust shall provide Retiree Billing Services on behalf of the Applicant with respect to Retirees who are covered under the health benefit programs offered by the Applicant through HealthTrust.

The Retiree Billing Services provided by HealthTrust shall include:

- a. Direct billing of the Applicant's covered Retirees on a monthly basis of the applicable contribution amounts due from the Retirees for their coverage through HealthTrust.
- b. Billing of the Applicant on a monthly basis of any contribution amounts due from the Applicant for coverage of its Retirees, including any contribution amounts due in excess of amounts received from the Retirees and the New Hampshire Retirement System ("NHRS").
- c. Collection of contribution amounts billed and due from Retirees and/or the Applicant.
- d. Collection and processing of NHRS subsidy and annuity deduction amounts for subsidy eligible Retirees and Retirees who have elected payment of contributions by annuity deduction.
- e. Provision of monthly reports to the Applicant listing each Retiree who has been billed by HealthTrust, along with their medical

and/or dental plan(s) and coverage type. A listing of the applicable coverage contribution amounts for the Applicant, the Retiree and NHRS also will be provided for each billing period.

- f. Notification of Retirees at annual open enrollment of contribution rate change information.
- g. Notification of the Applicant regarding a Retiree's failure to pay billed contribution amounts prior to cancellation of the Retiree's coverage for nonpayment. Notice of a pending cancellation shall be provided to the Applicant no later than when the Retiree has had an outstanding balance due for 60 days.

The Applicant understands and agrees that if Retiree Billing Services are elected, the Billing Services shall be performed by HealthTrust for all of the Applicant's Retirees who are covered through HealthTrust.

No additional charge for Retiree Billing Services. There will be no additional charge to the Applicant or its Retirees for the Retiree Billing Services provided by HealthTrust under this Schedule.

2. Applicant Responsibilities. As a condition of HealthTrust performing the Retiree Billing Services (if elected) specified in Section 1 above, the Applicant agrees to perform the following responsibilities:

- a. Upon first electing to receive Retiree Billing Services and whenever contribution rate changes occur, the Applicant shall complete and provide to HealthTrust a Retiree Contribution Allocation Table in the form provided by HealthTrust to the Applicant for such purpose or by another mutually agreed upon format.
- b. Pay the Applicant's portion of coverage contribution amounts on a monthly basis exactly as billed by HealthTrust. Any pending adjustments at the time of payment will be reflected on future bills.
- c. Retain ultimate responsibility for payment to HealthTrust of its Retirees' coverage contribution amounts to the extent not otherwise paid by the Retirees or NHRS.
- d. Enrollment of eligible Retirees who elect coverage through HealthTrust, and ongoing maintenance of such Retiree's enrollment and membership changes until cancellation/termination of the Retiree's coverage.

- e. Perform all applicable Retiree coverage obligations of the Applicant in accordance with NH RSA 100-A:50 and/or the rules of HealthTrust and the Applicant governing coverage for Retirees other than the Retiree Billing Services provided by HealthTrust hereunder.
- f. Provide HealthTrust with at least 30 days advanced written notice of the Applicant's ceasing to participate in the health benefit programs offered through HealthTrust and, in such event, to carry out the transition of Applicant's covered Retirees out of their coverage through HealthTrust.
- g. Provide HealthTrust with at least 60 days advanced written notice of the Applicant's decision to elect to receive Retiree Billing Services from HealthTrust and, in such event, assist with the transition of such Retiree Billing Services to HealthTrust.
- h. Provide HealthTrust with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of Retiree Billing Services on behalf of the Applicant.

HealthTrust shall be entitled to rely on any information provided by the Applicant pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information. HealthTrust reserves the right to request additional information from the Applicant at any time in order to satisfy HealthTrust's Retiree Billing Service obligations. The Applicant agrees to provide any and all information to HealthTrust on a timely basis.

3. Amendments to Services and Responsibilities. HealthTrust and the Applicant acknowledge and agree that the Retiree Billing Services and related responsibilities herein are intended to assist the Applicant in satisfying its obligations under NHRSA 100-A:50. HealthTrust agrees to perform its Retiree Billing Services in accordance with a reasonable good faith interpretation of NHRSA 100-A:50 and HealthTrust's rules governing coverage of Retirees. HealthTrust reserves the right to amend its rules governing Retiree coverages and the services and responsibilities provided herein as it deems necessary or appropriate to comply with changes to NHRSA 100-A:50 or other applicable laws or regulations impacting the Applicant's coverage obligations for Retirees. HealthTrust will notify the Applicant of any changes that will materially affect either HealthTrust's services or the Applicant's responsibilities.

4. Other Terms and Conditions. HealthTrust and the Applicant further acknowledge and agree that:

- a. Retiree Billing Services will be performed by HealthTrust only with respect to Retirees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust. In no event shall HealthTrust be responsible for providing any Retiree Billing Services with respect to Retirees of the Applicant who are covered under a health plan coverage option offered by the Applicant through another insurer or provider.
- b. Retirees who have their coverage cancelled for nonpayment of required contribution amounts will not be eligible for reinstatement to the Applicant's retiree coverage plan(s) through HealthTrust.
- c. The performance of Retiree Billing Services by HealthTrust on behalf of the Applicant does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Applicant's group health plans for Retirees under any applicable law, regulation or other doctrine, and the Applicant will not identify or refer to HealthTrust as such.
- d. HealthTrust shall not have any obligation or liability with respect to any Retiree Billing Services before the effective date of the Agreement or this *Schedule B*, or with respect to any Retiree coverage compliance obligations of the Applicant other than HealthTrust's Retiree Billing Service obligations under Section 1.
- e. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Applicant to the extent that disclosure of such information is required to perform its Retiree Billing Service obligations.

For purposes of this subsection (e), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities set

forth in this Addendum 2, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

5. Term and Termination.

- a. If elected by the Applicant, the Retiree Billing Services provided by HealthTrust under Section 1 shall commence on the effective date specified in the "Election of Retiree Billing Services" section below, and shall continue during the Applicant's participation in HealthTrust or until earlier terminated by either party with 30 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Applicant defaults in the performance of its responsibilities as set forth herein, HealthTrust may, upon written notice to the Applicant, terminate its agreement to provide Retiree Billing Services for the Applicant.
- c. **Notwithstanding any other provision of the Agreement or this Addendum 2, HealthTrust's agreement and obligation to provide Retiree Billing Services on behalf of the Applicant as set forth herein shall automatically cease upon termination of the Applicant's (or subunit of the Applicant's) participation in HealthTrust, and HealthTrust shall not provide and shall not be obligated to provide any further services pursuant hereto other than transition of Retiree billing administration to the Applicant or a successor administrator.**

Election of Retiree Billing Services

_____ The Applicant hereby elects to receive the Retiree Billing Services described in Section 1 of this Addendum 2 effective January 1, 2006.* The Applicant understands and agrees that performance of the Retiree Billing Services by HealthTrust beginning on the effective date is contingent upon acceptance of this Addendum 2 by HealthTrust, such acceptance to be evidenced by HealthTrust's execution hereof.

** The effective date may be no earlier than the effective date of the Application and Participation Agreement and must provide HealthTrust at least 60 days advance notice to implement the Retiree billing services (except when the Applicant is renewing ongoing Retiree billing services).*

Memo

To: Board of Selectmen, Russ Dean Town Manager
From: Assistant Fire Chief Berkenbush
CC: Chief Comeau, Judy Jervis Deputy Health Officer, File
Date: February 22, 2012
Re: Health Ordinances

Please see the attached Health Ordinance for Tattooing. If you have any questions or recommend changes please feel free to pass them along. I felt that while we were updating ordinances that the one for massage therapy should be removed. The State of NH regulates and licenses them, not the Town. This ordinance is no longer in use and should be removed. I have attached a copy of the ordinance for your review.

AMEND CHAPTER 12 HEALTH REGULATIONS – EXETER TOWN ORDINANCES

Add:

Chapter 1206

Health Ordinance

Tattoo and Body Modification Regulations

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

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

Tattoo Ordinance:

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

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

Signed this _____ day of _____, 2012

Exeter Board of Selectmen

Matt Quandt, Acting Chairman

Frank Ferraro, Clerk

Don Clement

Julie D. Gilman

Effective Date: _____

First reading: 2/27/12

CHAPTER 12 HEALTH REGULATIONS**1201 Protective Fences around Swimming Pools**

- 1201.1 The declared intent and purpose of this ordinance is to insure the health and safety of the people of the Town of Exeter.
- 1201.2 All outdoor artificial pools which have a maximum depth of more than 3 feet when filled to capacity with water shall have a wall, fence or other enclosure having minimum height of 4 feet constructed around the entire pool except elevated pools and surface pools. If the sides of elevated pools and surface pools are higher than 4 feet, then no fence is required.
- 1201.3 The wall, fence or enclosure shall be constructed so that children will be unable to crawl or pass through to the pool without first using the gate or door to the pool. All gates shall be locked when the pool is unattended.
- 1201.4 All existing pools must comply with these regulations by May 1, 1972.
- 1201.5 **Penalty**
Any person, firm or corporation violating any provision of 1201 of this code shall be punished by a fine of not more than \$100 for each day the offense continues.

1203 Exeter Health Regulations for the Operation of Massage Parlors, Saunas and Other Bath Establishments**1203.1 License Requirement**

No firm, corporation or person shall maintain or conduct an establishment for the giving of massages or vapor, pool, shower or other baths for hire or reward or advertise or hold the establishment out as being engaged in the business of massage or giving of such baths without applying for and receiving a license from the Exeter Health Officer.

1203.2 Application

The License Application shall be made to the Exeter Health Officer on an application furnished by the Town. The application shall set forth the following information and such other information as the Exeter Health Officer deems necessary in order to maintain the public health.

- a. The number of persons employed by the owner at the establishment.
- b. The name, address and telephone number of the manager of the establishment and persons giving massages or baths.
- c. Such evidence of training and/or experience on the part of the owner or

manager in giving massages or baths as the Exeter Health Officer deems necessary.

- d. The names, dates of birth and addresses of all corporate stockholders, officers and directors, if the applicant is a corporation. If changes in the above occur prior to the expiration of the license, such changes, together with the requested information shall be reported in written form to the Exeter Health Officer within fourteen (14) days. If ownership of 50% or more of the ownership interest of the applicant is transferred, the license will terminate at such time.

1203.3 License

- a. Each license shall expire 1 year from the date of issuance. An application for renewal must be submitted at least thirty (30) days prior to the expiration date of the current license.
- b. No license will be issued to the applicant, if an individual or individuals, or the directors or officers, if a corporation, have been convicted of a felony.
- c. No license is transferable.
- d. The license must be displayed in a conspicuous location on the premises.
- e. No firm, corporation or person shall operate under any name or conduct any business under any designation except that specified in the license.
- f. A licensee must notify the Exeter Health Officer prior to any change of address.
- g. The annual establishment license fee shall be fifty (\$50) dollars.

1203.4 Physical Plant

Any firm, corporation or person maintaining an establishment for giving of massages or vapors, pool shower or other baths for hire or reward must maintain the operation of such plant as follows:

- a. It shall be connected to a waste disposal system approved by the Board of Health and New Hampshire Water Supply and Pollution control Commission, or the municipal sewer.
- b. It shall be properly lighted, so that visual observation of the room will be permitted, well ventilated and properly heated.
- c. It shall have an adequate supply of hot and cold running water at all times.

- d. It shall have Exeter Health Officer approved toilet and washing facilities within the premises readily available to patrons and affording sufficient privacy.
- e. It shall have a separation of those facilities used by female patrons from facilities used by male patrons.
- f. It shall be maintained in a clean and sanitary manner.
- g. It shall have a 12" X 12" minimum sized window located 5 feet to 6 feet above the floor to permit visual observation of each room or enclosure from outside such room or enclosure that is used for massage or bath purposes.
- h. It shall have at least one artificial light of not less than 580 lumens in each room or enclosure used for giving massages or baths. Such light shall be lighted at all times that the establishment shall be open for business.
- i. It shall have adequate facilities for the cleaning and sterilization of all equipment and supplies.
- j. Equipment, devices and instruments shall be sterilized when appropriate. Robes, sheets, blankets, pillow cases, wearing apparel, towels or other materials which may come in contact with the body shall be cleaned or sterilized when appropriate.
- k. Water for individual baths shall be changed after use by each patron. Whirlpools for individuals or those accommodating two or more persons simultaneously must have an adequate filtering system approved by the Exeter Health Office.
- l. No room shall be used as a bedroom.
- m. No liquor or alcoholic beverage, as that term is defined in RSA 175:1, shall be consumed on the premises.
- n. No food shall be sold on the premises.
- o. The building in which the establishment is located must meet all requirements of local state and federal laws, ordinances and regulations.
- p. No establishment shall operate earlier than 9:00 AM or later than 11:00 PM.
- q. The front door will remain unlocked during normal business hours.

1203.5 Personal License Requirements

No persons shall practice massage or give baths in an establishment for giving massages, vapors, pool, shower or other baths unless such person

meets the following requirements and is issued a license by the Exeter Health Officer for such purposes. Such person shall:

- a. be at least eighteen (18) years of age;
- b. within forty-five (45) days prior to any license application have been examined by a licensed physician and submit to the Exeter Health Officer a certification from such licensed physician that s/he has no communicable disease. Any person practicing massage, or giving baths must submit such certificate to the Exeter Health Officer at least semi-annually;
- c. complete an annual application setting forth such other information as the Exeter Health Officer deems necessary;
- d. pay an annual license fee of ten (\$10) dollars, which license shall expire one (1) year from date of issuance.
- e. submit to additional physical examination, including serological examinations, when the Exeter Health Officer deems that such examinations are necessary.

1203.6 Inspections

- a. The Exeter Health Officer, or its agents, may inspect an establishment at any time that the establishment is open for business or at any other reasonable time.

1203.7 Restrictions Concerning Massage or Baths

- a. No masseurs shall practice on patrons of the opposite sex or give or assist in giving any type of baths to the opposite sex.

1203.8 Rescission or Suspension of License

The Exeter Health Officer may suspend or rescind any license granted hereunder for violation of any provision of this regulation or for any other good cause. Any person, firm or corporation may request a hearing within ten (10) days of such suspension or recession. In such event, the Board of Health shall schedule a hearing which, if the licensee requests, shall be held not later than three (3) days after receipt of the request for such hearing.

1203.9 Legal Action

The Exeter Health Officer may seek whatever legal redress s/he deems appropriate in the Courts of the State of New Hampshire in the enforcement of these regulations.

1203.10 Existing Establishments

Any person, firm or corporation operating an establishment requiring a license

hereunder on the effective date of these regulations shall, within thirty (30) days from such effective date, complete and file an application as required hereunder. The requirements imposed by subsection 4 of these regulations as to the physical plan shall be complied with not later than sixty (60) days from the effective date of these regulations, or the operation of such establishment.

1203.11 Exceptions and Exclusions

- a. Persons excepted: Physicians, physical therapists, school athletic trainers, chiropodists, podiatrists and chiropractors registered or licensed in the State of New Hampshire are excluded. A person registered or licensed as a barber or apprentice, a hairdresser, operator or student under the provisions of New Hampshire Revised Statutes Annotated may practice facial and scalp massage without the herein required license.
- b. Other persons excepted: A person licensed to practice massage or conduct an establishment in any other town or city in the State of New Hampshire may, on written orders of a physician, attend patients as specified by the physician in Exeter. The person shall, if requested, submit to the Exeter Health Officer copies of their license from another municipality and the physician's orders.
- c. Establishment exceptions: Hospitals, nursing and convalescent homes and other similar licensed institutions where massage and baths may be given are excluded.

1203.12 Severability Clause

If any section, paragraph, sentence, clause or phrase of these regulations shall be deemed invalid for any reason whatsoever, such decision shall not affect the remaining portions of these regulations, which shall remain in full force and effect, and to this end, the provisions of these regulations are hereby declared severable.

1204 Sanitary Production & Distribution of Food

Be it ordained, by the Board of Selectmen of the Town of Exeter, New Hampshire, that the Town of Exeter adopts the 2005 F.D.A. Food Code, in accordance with R.S.A. 147:1. The Town of Exeter shall adopt all future amendments and revisions to the FDA Food Code. (Approved by the Board of Selectmen June 7, 2010).

1210 Penalty

Any person who violates any part of this section, shall be guilty of a violation and shall be punished with a fine of not more than one hundred (\$100) dollars for each offense.

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Russell Dean, Town Manager
RE: Rationale for Pawnbroker Ordinance
DATE: February 24, 2012

The Police Chief has passed along his rationale for a pawnbroker ordinance in Exeter. Reasons are as follows:

1. It would not impact any current business; it is a proactive approach that ensures a business that opens conducts business in a legitimate manner;
2. Shops across the state where no ordinance is in effect may attract criminals who know they can pawn stolen items without any questions asked;
3. Shops that have no rules may attract a criminal element to the Town and could cause Exeter to have more crimes involving stolen items (perhaps due to drug use) and putting more pressure on Police Department resources;
4. The Exeter Police Department does not have the resources to be constantly watching over the shops or answering inquiries from other Police Departments to follow up on cases;
5. If a pawnbroker establishment opens, with the ordinance in place the Police Department will have the ability to track items that are pawned;
6. Pawnbroker shops if left unregulated can bring organized crime into the picture when shops are operating as places that would launder money.

AMENDMENT TO TOWN ORDINANCE:

Chapter 8 – Commerce Regulations

Add 803

Flea markets
Peddling and soliciting
Sales

803-1. Intent; Authority.

A. The intent of this chapter is to establish a system which fairly and impartially regulates retail transactions of a pawn or secondhand nature for the purpose of identifying stolen property unintentionally received by the regulated parties and detecting regulated parties intentionally transacting business in stolen property.

B. This chapter has been enacted pursuant to the authority granted to the Town of Exeter by New Hampshire RSA 322 and RSA 398.

803-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

PAWNBROKER -- Any person, firm, partnership, or corporation whose business includes any transactions wherein there is the lending of money secured by taking possession of jewelry, wearing apparel, household goods or other personal property, with interest charged thereon, with the right to sell the personal property if it is not redeemed. A person, firm, partnership, or corporation shall be deemed to be a pawnbroker whether the transaction takes the form of a loan by the pawnbroker secured by the property or a sale to the pawnbroker with the right to repurchase within a specified period of time. Pawnbrokers are regulated according to New Hampshire RSA Chapter 398.

SECONDHAND DEALER -- Any person, firm, partnership, or corporation whose business is the retail buying, selling, buy-back, exchanging, dealing in, or dealing with secondhand articles, including but not limited to jewelry, watches, clocks, diamonds or other precious stones or gems, gold, silver, platinum or other precious metals, musical instruments and equipment, cameras, furs, fur coats or other kinds of wearing apparel, collectibles and antiques (excepting furniture and books), home and auto stereo equipment, televisions, video cassette recorders and other electronic equipment, tools computers and computer equipment, firearms, auto accessories, and office and store fixtures and related equipment. Secondhand dealers are regulated according to New Hampshire RSA Chapter 322.

803-3. Exclusions.

Mail order transactions and retail stores that exchange or provide cash or credit for returned articles are excluded from this chapter. Flea markets and yard sales are also excluded and are governed by the Town of Exeter through a separate town ordinance.

803-4. Licensing requirements and procedures.

A. No person, firm, partnership, or corporation shall operate, conduct, or engage in business as a secondhand dealer or pawnbroker unless such person, firm, partnership, or corporation obtains a license from the Town of Exeter through the Board of Selectmen in accordance with New Hampshire RSA 322:1 and 398:5.

B. Applications for licenses for a secondhand dealer or pawnbroker shall be made, in writing, to the Town of Exeter on forms provided by the Town of Exeter. An application fee of \$250 shall be submitted with the application.

(1) The Chief of Police shall cause an investigation to be made of the fitness of the applicant to engage in said business as a secondhand dealer or pawnbroker. This investigation shall be completed within 30 days. Upon conclusion of this investigation, the Chief of Police shall report his findings and forward a recommendation on the application to the Board of Selectmen, through the Town Manager, for disposition of the license.

(2) No such license shall be issued to any person, firm, partnership or corporation who or which has been convicted of receiving stolen property or who or which has repeatedly violated ordinances or statutes of the State of New Hampshire or any other state or territory related to a business license in the State of New Hampshire or any other state or territory. Approval or denial of a license application will be by a majority vote by the Board of Selectmen after a review of all application materials.

C. Upon approval, a numbered license shall be issued and continue in force until April 1 of each year, unless revoked prior to this date.

(1) It shall be the duty of the licensee to display the current license in a conspicuous place within the business where it may be readily observed by the public.

(2) The license shall be issued for a specific location and is not transferable to any other person, firm, partnership, or corporation.

(3) Once per year, on or before April 1, all persons, firms, partnerships, or corporations that operate, conduct, or engage in business as a secondhand dealer or pawnbroker will be responsible for renewing their license information with the Town of Exeter. This renewal will be completed, in writing, on forms provided by the Town of Exeter. Failure to comply with this requirement may result in suspension or revocation of said license.

803-5. List of employees; conformance with rules and regulations

- A. In accordance with section 803-4B (application forms), all secondhand dealers and pawnbrokers must submit a list of personnel that will be employed by the business. In addition to this requirement, it shall be the responsibility of the business owner to notify the Exeter Police Department whenever a new employee is hired by the business. In the case of a new employee, the same information will be requested as per the original application for license.
- B. Each applicant shall agree to conform to all rules and regulations governing such businesses now in effect or as subsequently enacted.

803-6. Prohibited transactions

- A. No pawnbroker, nor any person employed by a pawnbroker, shall directly or indirectly receive in pawn or as security for any loan, transfer, service, undertaking or advantage any aforementioned article from any minor in accordance with New Hampshire RSA 398:2.
- B. No secondhand dealer or pawnbroker, nor any person employed by a secondhand dealer or pawnbroker, shall directly or indirectly purchase any aforementioned article from any person under the age of 18 years old, knowing or having reason to believe him or her to be such, except when said minor is accompanied by a parent or legal guardian, who shall sign the transaction record in person before said dealer in accordance with New Hampshire RSA 322:3.
- C. No secondhand dealer or pawnbroker, nor any person employed by a secondhand dealer or pawnbroker, shall receive in pawn, or as security for any loan, transfer, service, undertaking, or advantage, any property of value from any person in a visible state of intoxication from liquors, drugs, or otherwise or any article of clothing removed from the person at the place of business in accordance with New Hampshire RSA 398:2.

803-7. Records

- A. Every secondhand dealer or pawnbroker, upon the acquisition of any aforementioned article, shall prepare transaction records (written in the English language) upon forms provided by the Town of Exeter. This form shall state the full name, identification number, date of birth, address and other descriptive information of the seller, date of the transaction, a full, accurate, and detailed description (to include make, model, and serial number) of each article, and the monetary amount given for the article, and cause the record to be signed by the seller in person.
- B. Positive identification in the form of a photographic identification shall be required for all transactions and the type of identification used shall be noted on the dealer's records. This record shall be legibly signed by the seller in person. At no time will the pawnbroker or secondhand dealer accept another person's photographic identification for any acquisition. The secondhand dealer or pawnbroker shall attach a photocopy of the identification shown to the transaction record. A photocopy of

the article, if required by the nature or the size of the item, will also be attached to this form. Jewelry, watches, diamonds or other precious stones or gems, gold, silver, platinum or other precious metals or items by virtue of their size shall be photocopied by use of a document copier. All pawn or secondhand deal stores shall be equipped with electronic monitoring/recording equipment that records all public entrances to the building and all transactions being conducted. The equipment shall consist of video or digital imaging of a sufficient resolution and clarity to be easily monitored and reviewed on playback. All stores must keep an archive of video for 60 days.

C. No article so purchased shall be sold, changed, altered in its appearance or otherwise within fourteen days after the purchase thereof, except with the written consent of the Chief of Police, but is no case within 48 hours after the time of purchase. Pawnbrokers shall retain pledged nonperishable articles for at least four months after the date of deposit and perishable articles for one month after the date of deposit.

D. In the case of a pawnbroker, a ticket or coupon shall be given to the pledgor in all cases where any aforementioned article is received in pawn or otherwise for the security of any loan, transfer, service, undertaking, or advantage given to the pledgor. This ticket or coupon shall state the name and address of said pawnbroker, a description of the property or article received in pawn, the monetary value loaned, and the rate of interest established. At the time of making the loan, an identification number shall be attached to the article, and this identification number shall be recorded on the ticket or coupon.

E. Every secondhand dealer and pawnbroker shall retain the original copies of acquisition records in his possession, which, together with any article which is kept or stored in or upon such premises, may be inspected at any time by a duly authorized police officer during regular business hours. All reasonable efforts will be made to avoid disrupting the normal course of business.

F. One copy of all transaction records shall be delivered to the Exeter Police Department as soon as possible, but no later than 72 hours after completion of the transaction. If during any week a pawnbroker or secondhand dealer has not purchased any items, he or she shall make a report of such fact to the Exeter Police Department on or before 10:00 a.m. of the first business day of the following week.

G. All original transaction records shall be kept by said secondhand dealer or pawnbroker for a minimum of two years for purposes of this chapter. State and federal regulations may require longer retention (i.e., Department of Labor, Internal Revenue Service, etc.)

803-8. Removal of articles by Police Officers

- A. If the Exeter Police Department determines that an article is needed for evidence in a criminal investigation, an authorized agent of the Department shall seize that evidence pursuant to applicable criminal procedures. The secondhand dealer or pawnbroker shall be issued a receipt for the article.
- B. Pursuant to New Hampshire RSA 595-A:6, the Exeter Police Department, or an authorized agent of the Exeter Police Department, shall keep seized articles

under the court's direction as long as necessary to permit the article to be used as evidence. At the conclusion of all court proceedings or closure of the police investigation, the Exeter Police Department shall notify, by regular mail at the last known address, the original owner, the secondhand dealer or pawnbroker, and any other know person who may have a lawful interest that the property will be released in 30 calendar days to the original owner, if no other claim is placed on the property.

803-9. Violations and penalties

- A. Any violation of this chapter shall be punishable by a fine of not more than \$100 for each offense and/or subject to criminal prosecution under existing New Hampshire laws.
- B. The Board of Selectmen may, independently or upon recommendation from the Chief of Police, suspend or revoke said license for any violation of this chapter or reasons it deems to be in the best interest of the community, after a hearing. Offenses which may result in the suspension or revocation of said license include but are not limited to the following:
- (1) Violation of any provision of this chapter; or
 - (2) Violation of any statute of the State of New Hampshire or any other state or territory of the United States relating to the licensed business.
- C. Time limits of the suspension or revocation shall be left to the discretion of the Board of Selectmen. Notice of the suspension or revocation will be made, in writing, to the owner(s) of the business.

Signed this _____ day of _____, 2012

Matt Quandt, Vice-Chairman

Frank Ferraro, Clerk

Julie Gilman

Don Clement

Board of Selectmen

Effective Date:



Russ Dean <rdean@town.exeter.nh.us>

Pawn Shops and Second Hand Stores

Richard Kane <rkane@town.exeter.nh.us>

Wed, Feb 15, 2012 at 1:23 PM

To: Russ Dean <rdean@town.exeter.nh.us>

Russ

I would recommend that the new ordinance be under **CHAPTER 8 COMMERCE REGULATIONS** under that chapter it could be placed under section 802 Ordinance to Regulate Vendors, Hawkers, Peddlers, Solicitors, and other itinerant Vendors, and Door-to-Door Solicitations and Canvassing peddling and solicitation

In regards to Don's questions, we stole the wording from towns that have active pawn shops and the ordinance is effective for them. We have spoken to the second hand shops already that Don refers to. Wonderland would not be affected by the ordinance because they don't pawn the items they accept donations.. If I donate something to them I don't get any money from the transaction. Finders Keepers on the avenue would be affected as he will buy items from people that walk into his shop. Let me know where you would like to go from here. If there is no stomach to pass the ordinance we will drop the request.

Thanks

Rich

[Quoted text hidden]

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Chief Richard Kane
Exeter Police Department
603-772-1212
rkane@town.exeter.nh.us



Russ Dean <rdean@town.exeter.nh.us>

Pawn Shops and Second Hand Stores

dclement43@comcast.net <dclement43@comcast.net>

Thu, Feb 9, 2012 at 4:17 PM

To: Russ Dean <rdean@town.exeter.nh.us>

Russ, could you also forward this to Chief Kane.

I have noticed that the language of this proposed ordinance is the same as in Plaistow and Pelham.

I fully understand and support the ordinance when it comes to Pawn Shops but I have a couple of questions as to how it will apply to Secondhand shops.

We currently have a couple of seconhand shops in town - Wonderland and the one on Portsmouth Avenue. Does this ordinance apply to them as well?

If so, they would be required to obtain for fee a permit annually from the BOS subject to investigation and recommendation by the Chief of Police.

That means that these shops would have to record each transaction and require proof of identification of the seller.

What if an individual is donating the item?

A few years ago, when my Mom went into the Nursing Home, I donated all of her furnishings to Wonderland. Does this mean that if this ordinance was in effect, full and detailed transactions would have had to take place?

Wonderland does a lot for the community by providing easy to afford items to the public.

Will this ordinance make it difficult to continue this practice?

As we proceed with the public hearings on this ordinance, I hope we will get comments and input from the Secondhand Dealers.
