

**Exeter Board of Selectmen Meeting  
Monday, February 24<sup>th</sup>, 2014, 6:50 p.m.  
Nowak Room, Town Office Building  
10 Front Street, Exeter, NH**

**BUSINESS MEETING TO BEGIN AT 7:00 P.M.**

1. Call Meeting to Order
2. Board Interview – Wheelwright Room, Zoning Board of Adjustment (6:50 p.m.)
3. Public Comment
4. Minutes & Proclamations
  - a. Regular Meetings: February 10<sup>th</sup>, 2014
5. Appointments
6. Discussion/Action Items
  - a. New Business
    - i. Finance Quarterly Report – Finance Director
    - ii. Public Hearing: TIF RSA Adoption
    - iii. Public Hearing: Baggage Building/Welcome Center – DuBois/King
    - iv. Marriage Fee Proposal – Town Clerk
  - b. Old Business-
    - i. Lincoln Street 2 Hour Parking Second Reading
7. Regular Business
  - a. Bid Openings/Surplus Declarations
  - b. Tax, Water/Sewer Abatements & Exemptions
  - c. Permits & Approvals
  - d. Town Manager’s Report
  - e. Legislative Update
  - f. Selectmen’s Committee Reports
  - g. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Don Clement, Chairman  
Board of Selectmen

Posted: 2/21/14 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.

FEB - 3 2014



**Town of Exeter**  
**Boards, Commissions & Committees**  
*Appointment Application*

Received

**Committee Selection:**1<sup>st</sup> Choice: Zoning Board of Adjustment 2<sup>nd</sup> Choice: \_\_\_\_\_Name: Laura DaviesAddress: 20 Pickpocket Road, ExeterEmail: ljdav@comcast.netPhone: 778-8363 Cell: 689-6857

Please describe your interest in serving on this committee.

I was approached by Bob Prior, Board Chairman, about serving on this Board because  
I have attended meetings of the Board in the past to offer comments and ask questions  
as a neighbor of a proposal before the Board, when a change to the accessory dwelling  
unit provision was being considered and as an applicant for a special exception.

Please provide any background information that would be of interest to the Board when considering your application, including previous committee service or other relevant experience. (*resume can be attached*)

I have been a commercial real estate appraiser, real estate consultant and real estate analyst  
over the past 25 years. I currently work as an Appraisal Supervisor for the NH Department  
of Transportation, dealing with Right-of Way, eminent domain and state owned real property.  
I regularly consider zoning issues in the course of my work.

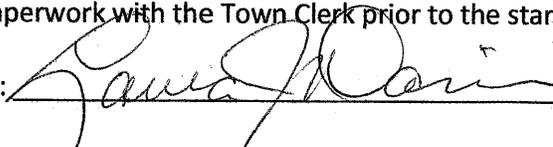
Are you aware of any conflicts that could arise affecting your service on this committee?

Any issues that would affect DOT property or projects or my own home could be a potential  
conflict.

Are you aware of the meeting schedule and able to commit to attending regularly?  YES  NO

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Selectmen
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

Signature:  Date: 1/29/2014Please submit to: **Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833**

## Draft Minutes

### Exeter Board of Selectmen

February 10, 2014

#### 1. Call Meeting to Order

Chairman Don Clement called the meeting to order at 7:00 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Selectman Frank Ferraro, Selectwoman Gilman, and Selectman Matt Quandt. Town Manager Russell Dean was also present. Vice Chair Chartrand was absent.

#### 2. Public Comment

Dennis Brady, Exeter resident, said he had two requests for the Board. First, he read the RSA pertaining to minutes and when they are to be posted. He said the minutes from the deliberative session were not posted yet and he requested a copy. Chairman Clement said the Town Clerk is working on that and he suggested Mr. Brady come to the town office the following day for a draft. Next, Mr. Brady asked the Board to always second motions made so they are opened for discussion. He said it is important for the public to know the Board's stand on matters.

Lee Quandt spoke on behalf of the VFW and said they would like to make a donation to the town. He talked a little about the VFW and said they want to donate teddy bears to the town's ambulances for when they transfer children. He introduced Commander Lyman who explained why they donate teddy bears. He said it helps relieve the stress the kids are feeling in the ambulance. He gave one to Ken Berkenbush and said he would deliver the rest to the fire department.

Brandon Stauber spoke, inquiring what the follow-up steps would be regarding the all boards meeting. Chairman Clement said as soon as the elections are over they would discuss having another all boards meeting to move forward. Mr. Stauber said he felt slighted that no action had been taken to follow-up that meeting. He asked the BOS to get it going.

#### 3. Minutes & Proclamations

##### **a. Regular Meeting: January 21, 2014**

Selectman Ferraro had an amendment to page 9 adding "to one organization over another" to the end of paragraph 8. Chairman Clement had an amendment to page 9, paragraph 3. The last sentence should read "Chairman Clement said he is not comfortable with doing this." Chairman Clement had another amendment to page 4, paragraph 9 changing "Lampert" to "Lambert". A Motion was made by Selectwoman Gilman and seconded by

Selectman Quandt to approve the minutes of the January 21, 2014 BOS meeting as amended. Motion carried – all in favor.

**b. Regular Meeting: January 27, 2014**

A Motion was made by Selectman Quandt and seconded by Selectman Ferraro to approve the minutes of the January 27, 2014 BOS meeting as presented. Motion carried – all in favor with one abstention from Selectwoman Gilman.

**4. Appointments**

Selectman Clement asked the Board to forgo the interview process with Bill Campbell, as he has been involved with boards and committees previously and is well known. A Motion was made by Selectman Quandt and seconded by Selectman Ferraro to appoint Mr. Bill Campbell to the Conservation Commission as an alternate. Motion carried – all in favor.

**5. Discussion/Action Items**

**a. New Business**

**I. Sportsmen's Club: Berm Plan**

Ken Berkenbush said he was in front of the Board to talk about the remedial action plan pertaining to the Sportsmen's Club. The town and the Club have come to an agreement. The first thing that needs to happen is sound testing. He went through how this is going to be done. He said he had a meeting with Gary Garfield to discuss what kinds of weapons would be used for this. The Town of Exeter is responsible for the cost.

The next task to be done is tree removal. The Club has to remove some trees to construct their berm. The Club is responsible for this cost.

Silt fence instillation is the next task, of which the Club will be responsible for the cost.

The next task is removal of clay targets. The town is responsible for the cost of the dumpster/disposal. The Club will be responsible for the contractor loading.

Removal of soil into berm is next. The Club is responsible for the cost with a 15' removal limit.

Replacement of soil is the next task. The town provides the soil and the Club will be in charge of hauling it. Jay Perkins would like to load trucks with the towns own loader.

After all this is completed they will be doing sound testing again. And then finally report testing which will be the responsibility of the town.

The Club wanted a start date so April 15 will be the sound testing. All other items can start April 16.

Turbidity came up in discussion. Gary Garfield suggested using the readings from the water treatment plant. It is the only place that has historical data.

Mr. Berkenbush said he asked town counsel who was responsible for the solid waste at the Club prior to the lease and who is responsible after the lease. Counsel said the town and the Club share equal responsibility for solid waste. He asked counsel about past practice, saying just because the town cleaned the stream one time does that mean they have to every time? Counsel said no.

Chairman Clement opened the discussion to the public.

Dennis Brady asked if there is a goal for the second set of sound testing. Mr. Berkenbush said it is to show reduction and see what the berm provides for sound relief.

Beth Brosnan spoke, asking where the exact locations are for the sound testing. She is hoping the neighbors can give some input. Also, at the 7/12/12 Planning Board meeting Mr. York said the objective was to mitigate noise by ten decibels. She said that would go a long way for fulfilling the Club's promise to be good neighbors. Ms. Brosnan also wondered what additional steps can the Club take to get up to a ten decibel decrease if the results aren't there after the second testing.

Mr. Berkenbush said Allen Street, Windermere Lane, and Thornton Street area is where testing will be done.

Selectman Ferraro said Mr. York said it was their objective to mitigate the ten decibels, not a promise. He said if they are unhappy with the numbers after the testing then they will take it from there. His goal is to mitigate the noise as much as is practical.

Jim Samiljan talked about the plan process. He said he wrote the Board a couple weeks ago to express his frustration with the protocol. He said he was not able to provide any input in the plan. Selectman Ferraro said this was not done in final draft. He said Mr. Samiljan was asked if he had anything to offer and chose not to participate. Selectman Ferraro thinks this is a good plan. It shares responsibility for getting several things done. Mr. Samiljan said he just does not want to be a part of it as he didn't add anything. Chairman Clement asked him if there is anything that is left out that he would like to add. Mr. Samiljan said he is not saying it is a bad agreement, but he can't claim part ownership.

Ms. Brosnan said Mr. Berkenbush gave important information and she was seeking about liability. Mr. Berkenbush said he should have a written agreement between the Club and the town outlining this proposal.

A Motion was made by Selectman Quandt and seconded by Selectman Ferraro to approve the Exeter Sportsmen's Club Site Phase One plan as presented by Mr. Berkenbush and a written agreement be made between the Sportsmen's Club and the Town of Exeter. Motion carried – all in favor.

## **II. Urban Exemption Application**

Mr. Dean talked about the town applying to DES for the Urban Exemption program. It would exempt from state filings that would have to be made in certain urban areas. It would have to be supported by the BOS. He talked about other towns that have this Urban Exemption.

Jeff Caban, from TFM, provided a map with recommendations of an urban exemption area. He explained that if there were to be small additions in this area, decks and such, they would be exempt from having to go through the state; they would just need to go through the town process. If the town requests urban exemption, they could tweak the overlay depending on vegetation and such or what is in the area. He said urban exemption just makes the process easier because you do not have to go through the state.

Looking at the map, Selectman Ferraro suggested including a portion of River Street that goes down to the PEA. Mr. Caban said the map is just a suggestion and the town can give more suggestions.

Chairman Clement said in this proposed area all vegetative buffers have been depleted. This area is the head of the tide. It is the spawning area for multiple species of fish. It is important to keep water quality good. He is afraid there could be some future negative impacts. He said he would be reluctant to approve this.

Mr. Caban said the urban exemption area is designed to affect an area that is highly developed. He went on to say he thought this was a reasonable idea to present.

Selectman Quandt said he is stepping back from the process.

Chairman Clement said he would like to get the Conservation and Exeter Squamscott Committees inputs.

Selectman Ferraro said he would like to think some more about this and suggested possibly putting it on the next agenda so they can get those other Committee's inputs.

The Board told Mr. Caban they would let him know when they put it in the agenda again.

### **b. Old Business**

## **I. Lincoln Street First Reading 2 Hour Parking**

Chairman Clement read the proposed amendment to the Chapter 1 Parking Regulations. The new ordinance would add section 103.1 Two-Hour Parking Limit. A Motion was made by Selectman Quandt and seconded by Selectwoman Gilman to open public hearing for the ordinance change. Motion carried – all in favor. Selectwoman Gilman asked if this is just the short-term recommendation. Chairman Clement said yes, this is the short-term solution from Chief Kane.

Selectman Ferraro reminded that if Burnham Cleaners is included in this two-hour limit it would not be good for business. Their customers doing laundry would sometimes need to be there longer than two hours. Chairman Clement said a map of the area would be helpful. Mr. Dean said he could provide that. Selectman Quandt said he is not opposed to going from Burnham and down.

Selectman Ferraro asked if they should add Tremont to the two-hour limit.

Chairman Clement said the long-term is finding a true solution to accommodate the train rider without impacting businesses and residential, and this is a start.

Selectwoman Gilman said they have to make clearing the roads from the snow a priority.

A Motion was made by Selectman Quandt and seconded by Selectwoman Gilman to close the public hearing. Motion carried- all in favor.

So, Chairman Clement said they would look at excluding Burnham Cleaners and Mr. Dean said he would bring a map next time.

## **II. Deliberative Session Follow Up**

Chairman Clement said Mr. Dean added the ballot and warrant to the packet. Mr. Dean said there were three articles amended: Article 17, Article 20, and Article 23. Selectman Ferraro asked what the amendment was to Article 17. Chairman Clement said the wording was changed. Selectwoman Gilman had the original draft warrant and explained the amendment.

A Motion was made by Selectman Quandt and seconded by Selectwoman Gilman to recommend Article 17 as presented which was amended by the deliberative session. Motion carried – with a 3-1 vote and one abstention.

## **6. Regular Business**

### **a. Bid Openings/Surplus Declarations**

None.

**b. Tax, Water/Sewer Abatements & Exemptions**

A Motion was made by Selectwoman Gilman and seconded by Selectman Ferraro to approve the disability exemption for map 60, lot 9 in the amount of \$125,000. Motion carried - all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve two veteran's credits both in the amount of \$500 for map 66, lot 6, unit 316, and map 68, lot 6, unit 548. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve the elderly exemption for map 32, lot 12, unit 5 in the amount of \$152,251. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to deny two abatements for map 68, lot 6, unit 515 and map 74, lot 78, unit 16. Motion carried - all in favor.

**c. Permits & Approvals**

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve the permit for use of the Town Hall by Felicia Leighton-Ibbotson for a Tai Chi Chuan Workshop on September 6 and 7. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve the use of the Town Hall by The Heron Group for art/music or movie on December 5, 6, and 7 with the time TBD. Motion carried – all in favor.

**d. Town Manager's Report**

Mr. Dean talked about the following:

- The Town Clerk is looking into marriage license fees. There is no charge now. There should be a proposal next meeting.
- The Town Hall flooring is complete and everything is on schedule.
- The EDC will be sponsoring a business after hours on April 18.
- The Town Assessor announced his retirement. They are looking for more options for a new assessor. He has been with the Town since 1988.

**e. Legislative Update**

None.

**f. Selectman's Committee Reports**

Selectman Ferraro had no committees to report but said he attended the River Study meeting at the library on February 6. He said it was well attended and he learned a lot. River Study will do two river walks on Feb. 22 and March 8. He also said water/sewer will meet Wednesday night and Planning Board will meet Thursday night.

Selectwoman Gilman had no committees to report but is attending the Economic Development Committee the following day.

Selectman Quandt had nothing to report.

Chairman Clement said he also attended the River Study meeting at the library. It was a very good meeting. Conservation Committee will meet tomorrow. He said he has been attending the CAPE meetings.

**g. Correspondence**

The following correspondence were included in the packet:

- A letter from Jay Couture of the Seacoast Mental Health Center
- A letter from Dover City Manager J. Michael Joyal
- A Personal Notice from the Town of Epping Planning Board
- An EXTV monthly report

**7. Review Board Calendar**

Chairman Clement said the next BOS meeting will be February 24, 2014.

A Motion was made by Selectman Quandt and seconded by Selectwoman Gilman to go into a 91-A non-public session to discuss a fee waiver at 8:50 pm. Motion carried – all in favor.

After emerging from non public session. Selectman Ferraro moved to adjourn, seconded by Selectman Quandt. The Board stood adjourned at approximately 9:10 p.m..

Respectively submitted,

Nicole McCormack  
Recording Secretary

Town of Exeter  
 General Fund Revenues & Expenses (unaudited)  
 For the 4th Quarter Ended December 31, 2013

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Description	Budgeted Revenue	Actual Revenue	Variance		% Collected	Notes
			Favorable/ (Unfavorable)			
Overlay	(149,953)	(160,599)	(10,646)		0.00%	
Property Tax Refunds	116,129	(4,115)	(120,244)		0.00%	
Property Tax Revenue	12,061,012	11,436,948	(624,064)		-5.17%	
PT for Warrant Articles		649,481	649,481		100.00%	Taxes raised for Warrant Articles
Yield Tax Revenue	1,000	504	(496)		50.40%	
Payment in Lieu of Taxes	35,000	38,972	3,972		111.35%	
Jeopardy Tax Revenue	1,000	412	(588)		41.20%	
Interest & Penalties	170,000	207,082	37,082		121.81%	
<b>Property Tax Revenue</b>	<b>\$ 12,234,188</b>	<b>\$ 12,168,685</b>	<b>\$ (65,503)</b>		<b>99.5%</b>	Includes property tax less overlay, jeopardy, yield, current use, PILOT, taxes, penalties and interest.
<b>Motor Vehicle Permit Fees</b>	<b>2,000,000</b>	<b>2,135,570</b>	<b>135,570</b>		<b>107%</b>	Motor vehicle registration and fees
<b>Building Permits &amp; Fees</b>	<b>150,000</b>	<b>212,362</b>	<b>62,362</b>		<b>142%</b>	Fees charged by Building & Code Enforcement
<b>Other Permits and Fees</b>	<b>125,000</b>	<b>186,275</b>	<b>61,275</b>		<b>149%</b>	Includes OF portion of Cable TV & Vital Statistics Fees
<b>From the Federal Government</b>	<b>-</b>	<b>65,659</b>	<b>65,659</b>		<b>100%</b>	FEMA Reimbursement for Hurricane Sandy
<b>Meals &amp; Rooms Tax Revenue</b>	<b>639,405</b>	<b>639,405</b>	<b>-</b>		<b>100%</b>	Received in December each year
<b>State Highway Block Grant</b>	<b>247,314</b>	<b>246,661</b>	<b>(653)</b>		<b>100%</b>	Received quarterly
<b>Other State Grants/Reimbursements</b>	<b>30,000</b>	<b>40,296</b>	<b>10,296</b>		<b>134%</b>	Railroad, RERP, Mosquito, Other Misc
<b>Income from Departments</b>	<b>900,000</b>	<b>766,119</b>	<b>(133,881)</b>		<b>85%</b>	General Revenues charged by Town Departments
<b>Sale of Town Property</b>	<b>116,098</b>	<b>172,161</b>	<b>56,063</b>		<b>148%</b>	includes sale of deeded property on Exeter Road
<b>Interest Income</b>	<b>5,000</b>	<b>1,858</b>	<b>3,142</b>		<b>37%</b>	Interest income earned on sweep accounts
<b>Other Miscellaneous Revenues</b>	<b>28,125</b>	<b>25,982</b>	<b>(2,143)</b>		<b>92%</b>	Town Rental Property
<b>LGC Healthtrust Refund</b>		<b>328,736</b>	<b>328,736</b>		<b>100%</b>	Refunds of health and dental premiums paid by Town (used to lower tax rate)
<b>Revenue Transfers In</b>						
EMS Revolving Fund	-	224,648	224,648		100%	Funds Transferred from EMS Revolving Fund (used to lower tax rate)
From Trust & Fiduciary Funds	30,000	51,131	21,131		170%	Funds Transferred from Sick Leave Trust
<b>Total Revenue Transfers in</b>	<b>30,000</b>	<b>275,779</b>	<b>245,779</b>		<b>919%</b>	
<b>Use of Fund Balance</b>		<b>42,679</b>	<b>42,679</b>		<b>100%</b>	25% of GF Fund Balance used to lower the tax rate
<b>General Fund Revenues</b>	<b>\$ 16,505,130</b>	<b>\$ 17,308,227</b>	<b>\$ 803,097</b>		<b>105%</b>	
<b>Appropriation for Warrant Articles</b>	<b>649,481</b>		<b>(649,481)</b>			Includes Human Services, Capital Projects (Actual included in PT Revenue)
<b>Total General Fund Revenues</b>	<b>\$ 17,154,611</b>	<b>\$ 17,308,227</b>	<b>\$ 153,616</b>		<b>101%</b>	

DEPARTMENT	Budget	Actual Expenses	Budget Balance Available	Percent Used	Notes
<b>Total General Government</b>	<b>866,351</b>	<b>902,837</b>	<b>(36,486)</b>	<b>104.21%</b>	<b>Deficit due to unanticipated legal expenses</b>
<b>Total Finance</b>	<b>586,148</b>	<b>571,257</b>	<b>14,891</b>	<b>97.46%</b>	
<b>Total Planning &amp; Building</b>	<b>467,543</b>	<b>436,710</b>	<b>30,833</b>	<b>93.41%</b>	Includes Y/E Encumbrance of \$10.5K for noise level testing, GIS Mapping, Form-based code
<b>Total Economic Development Commiss</b>	<b>1,500</b>	<b>100</b>	<b>1,400</b>	<b>6.67%</b>	
<b>Total Police</b>	<b>3,541,810</b>	<b>3,318,246</b>	<b>223,564</b>	<b>93.69%</b>	
<b>Total Fire</b>	<b>3,639,603</b>	<b>3,553,672</b>	<b>85,931</b>	<b>97.64%</b>	
<b>Total Public Works - General Fund</b>	<b>3,340,780</b>	<b>3,367,166</b>	<b>(26,386)</b>	<b>100.79%</b>	Deficit mostly attributable to snow removal budget overage
<b>Total Maintenance</b>	<b>1,009,992</b>	<b>1,005,654</b>	<b>4,338</b>	<b>99.57%</b>	
<b>Total Welfare &amp; Human Services</b>	<b>92,615</b>	<b>76,932</b>	<b>15,683</b>	<b>83.07%</b>	
<b>Total Parks &amp; Recreation</b>	<b>446,659</b>	<b>408,739</b>	<b>37,920</b>	<b>91.51%</b>	
<b>Total Other Culture/Recreation</b>	<b>36,300</b>	<b>34,247</b>	<b>2,053</b>	<b>94.34%</b>	
<b>Total Library</b>	<b>894,822</b>	<b>894,822</b>	<b>-</b>	<b>100.00%</b>	
<b>Total Debt Service &amp; Capital</b>	<b>1,228,348</b>	<b>1,231,196</b>	<b>(2,848)</b>	<b>100.23%</b>	
<b>Total Benefits &amp; Taxes</b>	<b>352,660</b>	<b>369,298</b>	<b>(16,638)</b>	<b>104.72%</b>	More employees took the buyout than anticipated. Savings reflected in dept budgets
<b>Total General Fund Expenses</b>	<b>16,505,130</b>	<b>16,170,875</b>	<b>334,254</b>	<b>97.97%</b>	
<b>Total Warrant Articles</b>	<b>649,481</b>	<b>394,046</b>	<b>255,435</b>	<b>60.7%</b>	Ladder truck lease budgeted, not yet spent
<b>Total General Fund Expenses with Warrant Articles</b>	<b>17,154,611</b>	<b>16,564,921</b>	<b>589,690</b>	<b>96.6%</b>	
<b>Net Income/ (Deficit)</b>	<b>\$ 0</b>	<b>\$ 743,306</b>	<b>\$ 743,305</b>	<b>100.0%</b>	<b>Net increase of Revenue over Expenses</b>

Town of Exeter

Water Fund Revenues & Expenses (unaudited)  
For the 4th Quarter Ended December 31, 2013

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Description	Budgeted Revenue	Actual Revenue as of 12/31/2013	Variance Favorable/ (Unfavorable)	% Collected	Notes
<b>Water Fund Revenues</b>	<b>\$ 2,302,127</b>	<b>\$ 2,398,640</b>	<b>\$ 96,513</b>	<b>104%</b>	Water Consumption Fees, Service Charges, Impact Fees and Misc. Fees

DEPARTMENT	Budget	Actual Expense as of 12/31/13	Variance Favorable/ (Unfavorable)	% Used	Notes
Water Administration Total	342,582	320,617	21,965	93.6%	Staff Administration Wages & General Expenses
Water Billing Total	94,504	90,635	3,869	95.9%	Billing Wages and associated expenses
Water Distribution Total	526,660	507,875	18,785	96.4%	Water Distribution Wages and Expenses
Water Treatment Total	747,907	668,839	79,068	89.4%	Water Treatment Wages and Expenses
Water Fund Debt Service Total	468,942	468,940	2	100.0%	Debt Service for Water Fund
Water Fund Capital Outlay Total	121,532	107,825	13,707	88.7%	Includes vehicles, WTP maintenance and capital
<b>Total Water Fund Expenses</b>	<b>\$ 2,302,127</b>	<b>\$ 2,164,731</b>	<b>\$ 137,396</b>	<b>94.0%</b>	
<b>Net Income/ (Deficit)</b>	<b>\$ -</b>	<b>\$ 233,909</b>	<b>\$ 233,909</b>		<b>Net Increase of Revenue over Expenses</b>

Town of Exeter  
 Analysis of Accounts Receivable Aging - Water & Sewer  
 As of December 31, 2013

DRAFT

	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>Over 90 Days</u>	<u>Total</u>	<u>Percent Over 90 Days</u>
As of 12/31/12	\$ 434,770	\$ 30,181	\$ 47,292	\$ 158,434	\$ 670,677	24%
As of 12/31/13	\$ 491,537	\$ -	\$ 31,069	\$ 180,628	\$ 703,234	26%
(Favorable)/Unfavorable Variance	\$ 56,767	\$ (30,181)	\$ (16,223)	\$ 22,194	\$ 32,557	14%

Accounts receivable over 90 days makes up 26% of the total balance as of 12/31/13. The over 90 days has increased by 14% or \$ 22K during the 4th quarter of 2013.

	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	
2008	868	950	1,818	0%
2009	1,156	1,149	2,305	0%
2010	2,052	1,774	3,826	1%
2011	3,116	76,905	80,021	11%
2012	1,869	41,648	43,517	6%
*2013	297,336	274,411	571,747	81%
<b>Total</b>	<b>306,397</b>	<b>396,837</b>	<b>703,234</b>	<b>100%</b>

\* Includes current month billing

**Town of Exeter  
 Analysis of Property Tax/Liens Receivable  
 As of 12/31/13**

**DRAFT**

<u>Type</u>	<u>Bill Year</u>	<u>Balance Outstanding as of 12/31/13</u>	<u>Balance Outstanding as of 12/31/12</u>	<u>\$ Change</u>	<u>% Change</u>
Lien	*2005-2008	1,229	19,790	18,561	94%
Lien	2009	14,148	103,628	89,480	86%
Lien	2010	105,622	210,629	105,007	50%
Lien	2011	211,520	346,374	134,854	39%
Lien	2012	344,472	1,582,530	1,238,058	78%
<b>Subtotal</b>		<b>\$ 676,991</b>	<b>\$ 2,262,951</b>	<b>\$ 1,585,960</b>	<b>70%</b>
<b>Tax</b>	<b>2013</b>	<b>1,542,319</b>	<b>-</b>	<b>(1,542,319)</b>	<b>N/A</b>
<b>Grand Total</b>		<b>\$ 2,219,310</b>	<b>\$ 2,262,951</b>	<b>N/A</b>	<b>N/A</b>

*As of December 31, 2013 96% of all property taxes billed were collected.*

*Additionally there has been a 70% decrease in property taxes in arrears from December 31, 2012 to December 31, 2013*

## Section 162-K:4

**162-K:4 Hearing.** – Prior to adopting this chapter or designating any development district, a hearing on the subject shall be conducted in the municipality. The hearing shall be conducted by the governing body. The hearing shall be held at least 15 days prior to the date on which action on the proposal is scheduled to take place. Notice of the hearing, including a description of any proposed district, shall be posted in 2 appropriate places in the municipality or published in a newspaper of general circulation in the municipality at least 7 days prior to the hearing.

**Source.** 1979, 175:2, eff. Aug. 5, 1979.

I am suggesting we add the following fee to the Town Clerk's Fee Schedule:

Obtain a Justice of the Peace for purpose of Marriage \$40.00

No ceremony or vows

The purpose of this charge is as follows:

- Every Justice of Peace in the State of NH charge to perform a Marriage. It ranges from \$75.00 and up.
- This service is new for Town Clerks and only a few towns offer it.
- This service does NOT include a ceremony or vows.
- There is NO LAW that states a ceremony or vows be exchanged to be married.
- Since January 1, 2014, I have performed 3 marriages with no ceremony or vows and have not charged for this service.
- We can offer couples who do not want a ceremony or vows the option of a Marriage License \$45, perform a Marriage \$40, and a Marriage Certificate \$15 for \$100. These services can be done before you leave the Town Office building.
- The Town would collect \$7 for the Marriage License, \$40 for Justice of the Peace, \$5 for Marriage Certificate for a total of \$52.00 to be deposited in the General Fund.
- According to the Bureau of Vital Records, the "ceremony" is the witnessing of the signatures of the "Bride" and the "Groom" or "Spouse" and "Spouse" if a same gender marriage.
- The Town Clerk's Office issued 672 Marriage Licenses in 2013. If we performed 1/8 of the total Marriage Licenses issued (84), and charged a fee for Justice of Peace, we have the potential to collect \$3,360.
- The bottom line-If a couple went anywhere else to obtain a Justice of the Peace to be married, they would be charged.

Andrea Kohler  
Town Clerk

AMEND CHAPTER 1 PARKING REGULATIONS – EXETER TOWN  
ORDINANCES

Add:

103.1 Two-Hour Parking Limit

*100 CTBD to account for Burnhams)*

“Lincoln Street      Westerly side of street beginning ~~20~~ feet from the corner of Main Street and running approximately 530 feet southwest along Lincoln Street.”

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Exeter Board of Selectmen

\_\_\_\_\_  
Don Clement, Chairman

\_\_\_\_\_  
Daniel Chartrand, Vice-Chairman

\_\_\_\_\_  
Julie Gilman, Clerk

\_\_\_\_\_  
Matt Quandt

\_\_\_\_\_  
Francis A. Ferraro

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

First reading: 2/10/14

# List for Selectmen's meeting February 24, 2014

## Abatements

<b>Map/Lot</b>	<b>Location</b>	<b>Refund</b>
95/82	29 Gary Ln	4,317.01

## Veteran's Credit

<b>Map/Lot</b>	<b>Location</b>	<b>Credit Amount</b>
68/6/447	4 Sterling Hill Lane Unit 447	500.00
62/7	87 Washington Street	500.00

## Elderly Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
70/15	9 Thornton Street	183,751
104/79/137	137 Exeter River Landing	152,251
104/79/316	316 Exeter River Landing	183,751
103/13/17	17 Deep Meadows Park	183,751
104/79/116	116 Exeter River Landing	236,251

## Disability Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
63/102/38	4 Brookside Dr-U2	125,000
87/14/4B	4 Second Street	125

## Religious Property Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
29/26	8 Anna Louise Drive	Total



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709  
[www.town.exeter.nh.us](http://www.town.exeter.nh.us)

February 21, 2014

Board of Selectmen  
10 Front Street  
Exeter, NH 03833

Re: Map-lot: 110-2-35  
Property address: 35 Exeter Elms Campground

Dear Selectmen:

This is a request to abate the principal balance due on the 2013 TAX01 and TAX02 bills totaling \$98.91 and waive the accrued interest on the camper formerly located at 35 Exeter Elms Campground. Attached is the Property Billing Statement documenting the outstanding balance as of February 24, 2014.

The delinquency notice was mailed to the owner on February 12, 2014 and returned by the post office marked "Moved Left No Address; Unable To Forward".

I spoke with the owner of Exeter Elms Campground, Audra Anderson, on February 19, 2014. She stated the camper was sold in either September or October 2013 and the new owner removed the camper from the campground. She also stated she does not have a current address for the seller. I searched on the web under the white pages.com, anywho.com, and zabasearch.com and cannot locate the seller.

Please abate the principal tax balance due of \$98.91 and waive the accrued interest. Thank you.

Sincerely,

Linda A. Fecteau  
Deputy Tax Collector

The abatement for \$98.91 and waiving the accrued interest was approved/denied at the Board of Selectmen Meeting on February 24, 2014.

\_\_\_\_\_  
Dan Chartrand

\_\_\_\_\_  
Don Clement

\_\_\_\_\_  
Frank Ferraro

\_\_\_\_\_  
Julie Gilman

\_\_\_\_\_  
Matthew Quandt

Run: 2/21/14  
12:29PM

# Property Billing Statement

Page: 1  
lfecteau

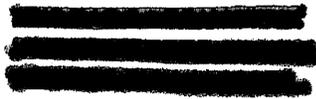
TOWN OF EXETER

10 FRONT STREET  
EXETER, NH 03833

(603) 773-6108

## Summary of Account by Property

Interest Calculated as of: 2/24/2014



Map Lot: 110-2-35  
PID: 110-2-35  
Alt ID:  
Location: 35 EX ELMS CG

Date	Activity	Chk#	Amount	Costs	Penalties	Interest	Rate	Per Diem	Total
<b>Current Assessments</b>									
Land:		0.00	Bldg: 3,800.00	CU:	0.00	Other:	0.00	Total:	3,800.00
Year: 2013	Total Assessment:		3,800.00	Exemptions:		Credits:			
Land:		0.00	CU:	0.00					
Bldg:		3,800.00	Other:	0.00					
Bill #:	59870	Date: 5/16/2013	Due: 7/01/2013	Year: 2013	Type: TAX01	Original Amnt:		49.24	
Balance Due:			49.24	0.00	0.00	3.86	12.00	0.0162	53.10
Bill #:	66261	Date: 11/15/2013	Due: 12/20/2013	Year: 2013	Type: TAX02	Original Amnt:		49.67	
Balance Due:			49.67	0.00	0.00	1.08	12.00	0.0163	50.75
2013 Balance:			98.91	0.00	0.00	4.94	0.0325		103.85
Totals Parcel - 110-2-35			98.91	0.00	0.00	4.94	0.0325		103.85

TO: Exeter Board of Selectmen

FROM: Linda Fecteau, Deputy Tax Collector and  
Doreen Ravell, Finance Director

DATE: February 7, 2014

Re: Uncollectable Taxes

Dear Board of Selectmen:

The Town of Exeter's Certified Public Accountants, Melanson Heath & Company PC, has for two years stated to actively pursue the tax and other receivables that have been outstanding for several years and abate accounts deemed uncollectible. Attached is page 7 of the Accountant's Management Letter dated November 4, 2013. Please refer to item #5.

In the general ledger we are carrying \$95,037.75 in Current Use Change Tax Receivable and \$2,365.61 in Yield Tax Receivable. These are old manual bills that are from 1999 to 2007. The Deputy Tax Collector has researched the manual records and cannot find copies of the bills. The spreadsheet that detailed the bills and payments was not kept current. There is no way to know if these old bills have been paid or are still due. Attached is a list of the bills and the dates they were due.

We believe that these old manual bills are uncollectable and recommend that they be abated as of December 31, 2013.

If approved, please sign and date below:

\_\_\_\_\_  
Dan Chartrand

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Clement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Ferraro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Gilman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Quandt

\_\_\_\_\_  
Date

these accounts. The unexpended balances may represent a funding source for current or future purposes.

Town's Response:

The Town is in the process of reviewing and investigating inactive special revenue and capital project fund accounts and will take action to resolve or close the accounts.

**5. Write-Off Uncollectible Receivables**

Prior Year Issue:

In the prior year, we recommended that the Town actively pursue the tax and other receivables that have been outstanding for several years, and abate accounts deemed uncollectible.

Current year status:

The Town wrote off the capital project fund intergovernmental receivable in 2012; however, the outstanding current use tax receivable of approximately \$95,000 and the yield tax receivable of approximately \$2,000 remain outstanding.

Further Action needed:

We continue to recommend that the Town actively pursue these receivables, and abate accounts deemed uncollectible. The existence of past-due receivables impedes cash flow and, as time passes, increases the risk that these receivables will be uncollectible.

Town's Response:

In 2012, the Town began active pursuit toward outstanding receivables for Property Taxes, Water & Sewer Fees and Ambulance Fees. The Town began regular tax deeding and sales of deeded property, implemented monthly water shut offs for non-payment and hired an outside collection agency for the billing and collection of ambulance fees.

**6. Implement a Formal Risk Assessment Program and Internal Audits**

The Town's existing internal control structure could be enhanced with the implementation of a formalized risk assessment program and regular internal

TOWN OF EXETER

OLD MANUAL BILLS DEEMED UNCOLLECTABLE

	Levy Year	Due Date	Owner	Tax Due
Current Use Tax:				
	??	7/15/2003	53 Daniel Webster Hwy	\$ 523.45
	2005 ?	3/4/2005	Park Ave Dev	\$ 75,014.30
	2007	10/12/2007	Davis, Michael	\$ 19,500.00
			Total Current Use	\$ 95,037.75
Yield Tax:				
	1999	6/26/1999	Ladd, David	\$ 836.50
	2000	1/26/2001	Mobil Oil	\$ 229.35
	2000	5/7/2000	Park Ave.	\$ 100.00
	2000	4/6/2000	Slemp, Paul	\$ 417.37
	2000	3/11/2000	Exeter Motors	\$ 364.58
	2002	6/2/2002	Carey, Jeffrey & Thomasen	\$ 21.39
	2002	7/5/2002	Covino, Robert	\$ 206.92
	2002	7/15/2002	Unknown	\$ 189.50
			Total Yield Tax	\$ 2,365.61



## APPLICATION AND PARTICIPATION AGREEMENT

This APPLICATION AND PARTICIPATION AGREEMENT (the "Agreement"), is made and entered into this **First Day of January 1, 2014** by and between the **Town of Exeter** (the "Applicant") and *HealthTrust, Inc.* ("HealthTrust"), a New Hampshire voluntary corporation.

### Preamble

Certain municipalities and other public entities of the State of New Hampshire, acting through HealthTrust and pursuant to NHRSA 5-B, have created a pooled risk management program for the management and provision of health and similar welfare benefits to their Employees.

The Applicant is eligible and wishes to become a Member of, or continue its participation in HealthTrust and therefore completes, executes and delivers this Application and Participation Agreement.

### Participation Agreement

NOW THEREFORE, for valuable consideration received, the Applicant and HealthTrust mutually agree as follows:

1. Participation. The Applicant applies for participation (including continued participation if applicable) in the HealthTrust pooled risk management program in accordance with its terms for the provision of health and other benefits as may be selected for its employees, with an effective date of January 1, 2014.
2. Acceptance of Application; Continued Participation. The Applicant understands and agrees that its participation (or continued participation) in HealthTrust is contingent upon acceptance of this Application and Participation Agreement by HealthTrust in accordance with its underwriting standards, such acceptance to be evidenced by HealthTrust's execution of this Agreement by a duly-authorized officer. Continued participation following acceptance is subject to all of the terms of the Operative Documents as defined in the HealthTrust Bylaws.
3. Bylaws. The Applicant, during any period of participation in HealthTrust, also agrees to be bound by the provisions of the HealthTrust Bylaws and any and all amendments thereto which are or may be duly adopted by the governing board of HealthTrust from time to time (the "Bylaws") including, without limitation, to pay all contributions within the scope and authorized by the terms of the Bylaws. Furthermore, the Applicant hereby acknowledges that it has received a copy of the HealthTrust Bylaws and specifically acknowledges the terms of sections 3.4 and 4.7 thereof.
4. Effective Date. The Applicant's period of participation under this Agreement will begin on the Effective Date as identified in Section 1 above, and end pursuant to the terms of the Bylaws. Upon renewal or initial acceptance as a Member, the Applicant will be entitled to participate in those benefit programs offered by HealthTrust for which the Applicant satisfies the applicable minimum participation requirements and other standards established by HealthTrust 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 Addendums 1 and 2 (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.

(d) If accepted (or renewed) as a Member, the Applicant from time to time may, in accordance with the policies and procedures established by HealthTrust, request or otherwise become entitled to receive from HealthTrust, claims information regarding HealthTrust's programs.

(i) The Applicant will receive Summary Claims Information, that is information that does not include Protected Health Information (PHI).

(ii) If, in addition to Summary Claims Information, the Applicant wishes to receive Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder ("HIPAA"), the applicant must: (x) **initial here:** \_\_\_\_\_ and (y) read and sign the appropriate "Statement of Policy Regarding the Use and Disclosure of Protected Health Information – Experience Rated Group." The Applicant will have two alternatives, either to view such PHI only at the HealthTrust Office or to receive, return and destroy such information.

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 HealthTrust 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.

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



**EXHIBITS/ADDENDUMS**

**To**

**APPLICATION AND PARTICIPATION AGREEMENT**

**EXHIBITS**

**Exhibit A:** Certificate of Authorizing Resolution [MANDATORY]

**ADDENDUMS**

Addendum 1: COBRA Administrative Services

Addendum 2: Retiree Billing Administrative Services

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

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

EXHIBIT A

**CERTIFICATE OF AUTHORIZING RESOLUTION**

I hereby certify to *HealthTrust, Inc.* ("HealthTrust"), 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 HealthTrust self-funded, reinsurance pool as provided in the "Application and Participation Agreement" for the provision of health and other benefits as may be selected for its employees.

**RESOLVED:** That \_\_\_\_\_ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of **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 HealthTrust a certificate of this resolution.

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

**APPLICANT: TOWN OF EXETER**

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

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

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

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

Duly Authorized

ADDENDUM I

**COBRA ADMINISTRATIVE SERVICES**

Subject to the terms and conditions specified herein and in Paragraph (5) 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 Addendum 2. 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 Addendum 2 and in Paragraph (5) 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 Addendum.

**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 Addendum 2, 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 of the Application and Participation Agreement.

*\* 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).*

ADDENDUM 3

**HEALTHTRUST, INC.**

**AGREEMENT REGARDING COMBINATION OF ENTITIES FOR  
RATING AND PARTICIPATION**

**Recitals**

1. HealthTrust, pursuant to NHRSA 5-B, provides group health and similar welfare benefits to New Hampshire municipalities, school districts and other public entities that are Members in HealthTrust and offer such group health and welfare benefits to their Employees.

2. Each entity comprising the Combined Entities (as identified in the request and acknowledgement described in Section 2.2 below) is a Member in HealthTrust. The Combined Entities have requested that HealthTrust combine their Employees into a single group and utilize such Combined Entities' claims experience, Employee enrollment data and other relevant data for rating purposes. HealthTrust desires to fulfill the request of the Combined Entities.

**Agreement**

Now, therefore, in consideration of the mutual covenants contained herein and other consideration, HealthTrust and the Combined Members agree as follows:

1. Rating Procedure.

1.1 Combined Rating of Members. Upon initial implementation of the combined rating under this Agreement, HealthTrust will combine the claims experience, enrollment data and other relevant data of the Combined Entities and their Employees and will utilize its then standard rating formula and procedures in connection with the offering of the health benefits program of HealthTrust to the Combined Members and their Employees, to produce rates for the Combined Entities.

1.2 Separate Members. For all other purposes, each entity comprising the Combined Entities shall be a separate Member in HealthTrust, as that term is defined in the Bylaws of HealthTrust (the "Bylaws").

1.3 Pool Year. For the purposes of this Agreement a "Pool Year" shall mean the twelve (12) consecutive months commencing on January 1 or July 1 of a calendar year.

2. Commencement of Agreement.

2.1 Effective Date of Combined Rating. The rates to be delivered by HealthTrust pursuant to this Agreement shall be effective as of the Pool Year beginning **January 1, 2014** and shall be renewed in accordance with HealthTrust procedures as of the beginning of each **January** thereafter for and during which the Agreement is effective.

2.2 Conditions Precedent to Effectiveness of Agreement. Notwithstanding the foregoing Section 2.1, this Agreement shall become effective only if the following items have been delivered to HealthTrust within the stated time periods:

- a. No later than one hundred and twenty (120) days prior to the effective date referred to in Section 2.1 of this Agreement, the Combined Members shall have delivered to HealthTrust a written request to enter into, and an agreement to be bound by, the combined rating arrangement provided for in this Agreement.
- b. Prior to the effective date referred to in Section 2.1 of this Agreement, the Combined Members shall have delivered to HealthTrust evidence of the approval of this Agreement in accordance with its terms by the governing bodies of each of the entities comprising the Combined Entities, substantially in the form of attached Exhibit 3A. Each of the Combined Members also must have signed and delivered an Application and Participation Agreement.

For the purposes of this Section 2 and this Agreement, governing bodies shall have the same meaning as set forth in NHRSA 21:48. The approval of the governing bodies referred to and required by this Section shall be in writing and shall be in form and content satisfactory to HealthTrust. It is agreed that a certificate of resolution of the appropriate officer of each respective governing body shall be an acceptable form to HealthTrust for the purposes of this Section and this Agreement.

3. Term.

3.1 Minimum Term of Combination. The Combined Entities agree that as long as the Combined Entities continue participation in HealthTrust pursuant to this Agreement or otherwise, they must remain so combined for a minimum of two full, consecutive Pool Years (the "Minimum Term of Combination"). Thereafter, the Combined Members may continue participation in HealthTrust without such combination for rating purposes.

3.2 Termination. The Combined Entities agree that in addition to the Minimum

Term of Combination they shall continue their participation in HealthTrust as a combination until at least the end of each Pool Year with respect to which the Combined Entities, in accordance with HealthTrust procedures, accept renewal rates. A termination of the combination of the Combined Entities as and for the purposes set forth herein, shall be effected by a written notice of such termination of combination given to HealthTrust by each Combined Member that no longer intends to be part of the combination. Unless waived by HealthTrust in its sole, absolute discretion, such notice must be received by HealthTrust from the terminating Combined Member(s) at least twelve (12) months prior to the first day of the Pool Year for which the termination is to be effective. Any such termination of combination shall be effective as of the next ensuing Pool Year after receipt of such timely written notice by HealthTrust.

If a combination of the Combined Entities pursuant to this Agreement is terminated before the end of the Minimum Term of Combination then each of the Combined Members delivering such written notice of termination of combination to HealthTrust will be prohibited from again combining with the same entities comprising the Combined Entities or any other entities for two (2) full, consecutive Pool Years beginning with the next ensuing Pool Year in which such Member participates in HealthTrust.

If, upon the effective date of the termination of such combination by any Member or number of Members, there remains two (2) or more Members that comprise the Combined Entities that have not delivered notices of termination to HealthTrust, then such non-terminating Members shall continue as new Combined Entities under this Agreement as if such continuing Combined Entities were the only Members that are parties hereto.

Upon termination of a combination under this Agreement, the terminating Combined Member(s) may continue their participation in HealthTrust but shall be rated in accordance with the then normal procedures of HealthTrust.

4. Representations and Warranties. Each entity comprising the Combined Entities represents and warrants to HealthTrust that each, respectively, and in combination, have the authority to enter, execute, deliver and perform this Agreement.
5. Not an Agreement for Coverage. HealthTrust and the Combined Entities acknowledge that this Agreement is not and shall not be construed to be an agreement for continued participation in HealthTrust with regard to the provision of group health benefits except as otherwise provided herein or in any other written agreement between HealthTrust and a Combined Member that is duly authorized and in full force and effect.

6. Agreement is Addendum to Participation Agreement. The Combined Entities and HealthTrust agree and acknowledge that this Agreement is an addendum to the respective Application and Participation Agreement between HealthTrust and each of the Combined Members. If there is not at the commencement of this Agreement in existence an executed Application and Participation Agreement between HealthTrust and each of the Combined Members, respectively, such Application and Participation Agreement(s) shall be executed and delivered contemporaneously with delivery of this Agreement to HealthTrust.

If any or all Members in such combination are requested by HealthTrust pursuant to its Rules and practices and procedures to execute and deliver a new Application and Participation Agreement during the Term of this Agreement, then this Agreement shall serve as and be an addendum to such new Application and Participation Agreement.

7. Other Requirements for Participation. Notwithstanding any other provision of this Agreement, the Combined Entities shall be required to meet all of the requirements of HealthTrust for participation and continued participation in HealthTrust that are not directly in contravention of the contents of this Agreement, including, without limitation, those requirements and conditions contained in the Bylaws and Rules of HealthTrust, as they may be amended from time to time.
8. Defined Terms. Unless otherwise specifically indicated in this Agreement, all capitalized terms utilized herein shall have the same meaning as set forth in the Bylaws.

EXECUTED and AGREED TO by the duly-authorized representatives of the parties.

HEALTHTRUST, INC.

APPLICANT: TOWN OF EXETER

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

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

Name: Wendy Lee Parker

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

Title: Acting Chief Operating Officer,  
duly authorized.

Title: \_\_\_\_\_, duly authorized.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ADDENDUM 3A

**HEALTHTRUST, INC.**

**COMBINATION OF ENTITIES FOR RATING PURPOSES**

**CERTIFICATE OF AUTHORIZING RESOLUTION**

I hereby certify to HealthTrust, Inc. ("HealthTrust") that the following is a true copy of a resolution adopted by the governing body of the **Town of Exeter** at a meeting duly held on \_\_\_\_\_ [Date].

RESOLVED: That the **Town of Exeter** shall participate in the combined rating arrangement offered by HealthTrust in connection with the **Exeter Housing Authority** participation in the health benefits program offered by HealthTrust. Further, that the "Agreement Regarding Combination of Entities for Rating and Participation" accepted by the **Town of Exeter**, HealthTrust, and the other combining HealthTrust Member(s) (the "Agreement") is hereby approved in the form presented to this meeting and that \_\_\_\_\_ [Name/Title] is/are hereby authorized and directed to execute and deliver to HealthTrust (i) an acknowledgement of the terms and (ii) a certificate of this resolution.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_, duly authorized.

CERTIFICATE OF AUTHORITY

I \_\_\_\_\_, Town Clerk of Exeter, New Hampshire do hereby certify that: (1) at the Annual Meeting held \_\_\_\_\_, the Town Meeting voted to authorize the Board of Selectmen to apply for, accept and expend money from the state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire RSA 31:95b; (2) at the regular Selectmen's meeting held on \_\_\_\_\_, 2014, the Board of Selectmen voted to accept Household Hazardous Waste Collection funds and enter into a contract with the New Hampshire Department of Environmental Services, Waste Management Division. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary for this contract; (3) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated above:

RUSSELL DEAN  
Town Manager, Exeter

IN WITNESS THEREOF, I have hereunto set my hand as the Town Clerk of Exeter, New Hampshire this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Town Clerk

State of New Hampshire  
County of Rockingham

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, \_\_\_\_\_ the undersigned officer,  
Notary Public/Justice of the Peace)

personally appeared \_\_\_\_\_

who acknowledged her/himself to be the Town Clerk of Exeter, New Hampshire, and that she/he as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)  
(Seal)



Russ Dean &lt;rdean@town.exeter.nh.us&gt;

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**This is a request under the New Hampshire Right-to-Know Law (RSA 91-A.)**

---

**Bob Eastman** <rdeastman@comcast.net>

Wed, Feb 19, 2014 at 8:00 AM

To: rdean@exeter.nh.gov

Cc: dclement@exeter.nh.gov, dchartrand@exeter.gov, jgilman@exeter.gov, mquandt@exeter.gov, ffarraro@exeter.gov

Russ Dean

Town Manager

10 Front Street

Exeter, New Hampshire 03833

Dear Mr. Dean,

SUBJECT: This is a request under the New Hampshire Right-to-Know Law (RSA 91-A.)

I formally request that you provide me with a copy of the report titled; An Independent Financial and Technical Evaluation of the Revolution Energy Solar Photovoltaic Array, Installed on the Exeter Department of Public Works property. This report was distributed to the Board of Selectman and you by Mr. Ferraro on October 21, 2013, also please provide all selectman minutes/ records from your office regarding this matter.

Pursuant to the guiding statutes, please respond to this request within five (5) business days of receipt. If you deny any or this entire request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of appeal procedures available to me under the law.

Thank you for your attention to this matter.

Sincerely,

*Robert D. Eastman*

Robert D. Eastman

603-793-8218

Copy to:

Don Clement

Dan Chartrand

Julie Gilman

Mathew Quandt

Frank Ferraro

**TOWN OF EXETER  
CONSERVATION COMMISSION MEMORANDUM**

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Date: February 20, 2014  
To: Exeter Board of Selectmen  
Cc: Exeter Squamscott Local Advisory Committee  
From: Exeter Conservation Commission  
Subject: State Shoreland Urban Exemption Application

During the February 11<sup>th</sup> Conservation Commission meeting, the Commission discussed the Board of Selectmen's proposal for filing an Urban Exemption from State Shoreland Regulations in the downtown waterfront area. During this meeting, the Commission unanimously voted to recommend against filing for exemption from the Shoreland Regulations, retaining the current level of protection for the Exeter and Squamscott Rivers.

The Squamscott and Exeter Rivers are designated for protection through the State's Rivers Management and Protection Program. This designation process required the Town to demonstrate the natural and cultural significance of these rivers. This protection was granted in 1995 for the Upper Exeter River and as recently as 2011 for the Lower Exeter and Squamscott River. Prior to the 2011 designation, members of this Commission successfully worked with legislators to expand the Rivers Management and Protection Program regulations to incorporate saltwater rivers, allowing us add the Squamscott River to this program. Exempting this area from protection seems contrary to our past efforts.

The purpose of the State Shoreland Protection Act is to protect fish spawning grounds, archeological sites, freshwater and coastal wetlands, and wildlife habitat. These regulations have been an essential component to protecting the Exeter and Squamscott Rivers and their role in the health of Great Bay. The current application process requires review by NH Fish and Game Department and NH Natural Heritage Bureau. These agencies bring a state-wide perspective on the fish, wildlife and plant species whose populations are at risk of extinction. We consider this is an essential part of the review process and feel it allows for more effective and consistent management of these at-risk species and brings a regional perspective needed to stabilize these populations.

Many of the parcels identified for inclusion in this exemption area still retain an undeveloped vegetated buffer. These buffers protect the river from erosion and function to clean stormwater as it runs across developed areas prior to reaching the rivers.

If exemption was granted from State shoreland regulations and given the absence of Town shoreland regulations in this area, we would no longer have any regulatory oversight to this unique head-of-tide section of these rivers. This would significantly impair our ability to effectively manage and protect these systems and the species they support in the future and contradicts our past efforts toward their protection.



# EXETER PUBLIC WORKS DEPARTMENT

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

February 13, 2014

COPY

Ms. Nancy Mayville, P.E.  
NHDOT  
Bureau of Planning & Community Assistance  
John O. Morton Building  
7 Hazen Dr., P.O. Box 483  
Concord, NH 03302-0483

**Re: NHDOT Municipal Bridge Aid Program  
Linden Street Bridge (No. 087/062) and Court Street Bridge (No. 095/063)**

Dear Ms. Mayville:

As we previously discussed, the Town of Exeter is undertaking the design and construction of two replacement bridges over the Little River: the Linden Street Bridge (No. 087/062) and the Court Street Bridge (No. 095/063). Due to the poor condition of the structures the Town intends to proceed with their replacement within the next couple of years and not postpone to coincide with the construction schedule for the NHDOT Municipally Managed Bridge Aid program. However, the Town would like to apply to the program for reimbursement of 80% of the engineering study and design of these projects.

We provide the following for your consideration:

- Roadway Culvert Evaluation, Linden and Court Streets, CMA Engineers, July 16, 2012, including opinions of probable costs for design and construction (copy enclosed)
- RFP No. DPW 2013-02 Professional Engineering Services, Linden & Court Street Culvert Replacements, including list of recipient consultants (copy enclosed)
- 2013 Town Meeting Warrant Article 23 approved up to \$150,000 for the design of both bridges (copy of ballot with vote count enclosed)
- Proposals were received from, and interviews conducted with
  - CMA Engineers (teamed with Gomez & Sullivan and Doucet Survey) and
  - DuBois & King (teamed with Ward Geotechnical)
- Separate sealed cost proposals were received from the consultants with their technical proposals; they remain unopened and sealed.

We are following qualifications-based selection process and the NHDOT procedures for consultant selection. We will wait to hear from you before we proceed further with engineering procurement. We appreciate your consideration to include the engineering design costs in the 2014 Municipally Managed Bridge Aid program. Please call if you have any questions or need any ~~additional~~ *additional* information.

FEB 20 2014

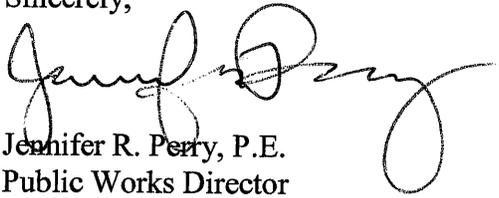
*Received*

Page 2 of 2

Ms. Nancy Mayville, P.E.

February 13, 2014

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer R. Perry". The signature is fluid and cursive, with a large loop at the end.

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

encl.

cc. Russell Dean, Town Manager  
Paul Vlasich, P.E., Town Engineer  
Jennifer Mates, P.E., Assistant Town Engineer  
Jay Perkins, Highway Superintendent



ADMINISTRATIVE OFFICE  
32 SOUTH MAIN STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER  
RICHARD J. LAVERS, DEPUTY COMMISSIONER

February 2014

*Town Manager's Office*

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

FEB 20 2014

*Received*

Dear Mr. Dean,

Enclosed is an updated profile for your community. The profiles now include data from the U.S. Census Bureau's 2008 – 2012 American Community Survey 5-Year Estimates. In particular, housing and commuting statistics have been updated.

To see profiles for all communities, visit our web site at <[www.nhes.nh.gov/elmi](http://www.nhes.nh.gov/elmi)> and select *Community Profiles* from the Fast Find drop-down menu on the left of the screen. I invite you to browse our web site for other economic and labor market information that may be of use to you and your community, and hope you bookmark the web site as one of your favorites.

I also invite you to subscribe to ELMI E-Alerts, a new service we now offer. This service sends messages to your e-mail when new information is posted to our web site. You may choose to receive alerts on four categories of information: Monthly Unemployment Data; Economic and Labor Force Statistics; Publications and Reports (including the Community Profiles); or Career Information. To subscribe, simply visit our web site and click on the Subscribe to ELMI E-Alerts logo on the lower left of the page, enter your e-mail address, and select the categories in which you are interested.

If you have any questions or comments regarding the profile, please contact Debra Jodoin by phone 228-4125 or e-mail [Debra.M.Jodoin@nhes.nh.gov](mailto:Debra.M.Jodoin@nhes.nh.gov). Thank you for your ongoing contributions to the community profiles.

Sincerely,

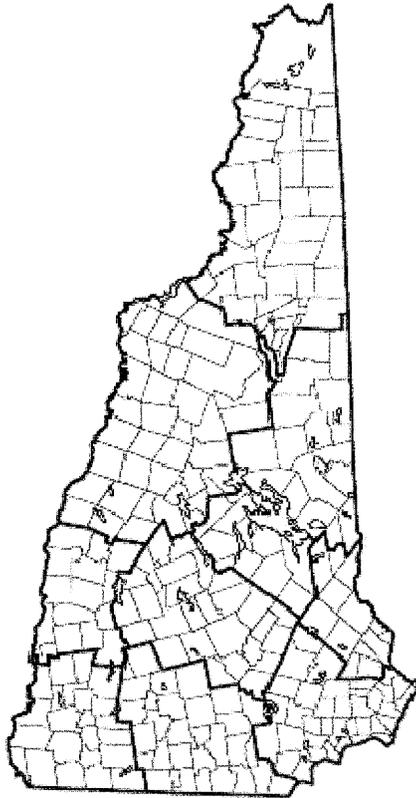
Bruce DeMay, Director  
Economic & Labor Market Information Bureau  
New Hampshire Employment Security

***Each community is granted permission to reprint or maintain a link from your community's web site to the profiles on the Economic & Labor Market Information Bureau's web site. When reprinting, please ensure that the disclaimer at the bottom of the page remains intact.***

*NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary Aids and Services are available on request of individuals with disabilities*

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/TTY Access: Relay 1-800-735-2964 Web site: [www.nhes.nh.gov](http://www.nhes.nh.gov)

# Exeter, NH



## Community Contact

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

Telephone  
 Fax  
 E-mail  
 Web Site

**(603) 778-0591**  
**(603) 772-4709**  
**webmaster@town.exeter.nh.us**  
**http://exeternh.gov**

## Municipal Office Hours

**Monday through Friday, 8 am - 4:30 pm; Town Clerk, Tax Collector: Monday through Friday, 8:15 am - 4 pm**

County  
 Labor Market Area  
 Tourism Region  
 Planning Commission  
 Regional Development

**Rockingham**  
**Haverhill MA-NH NECTA Division, NH Portion**  
**Seacoast**  
**Rockingham**  
**Regional Economic Development Corp.**

## Election Districts

US Congress  
 Executive Council  
 State Senate  
 State Representative

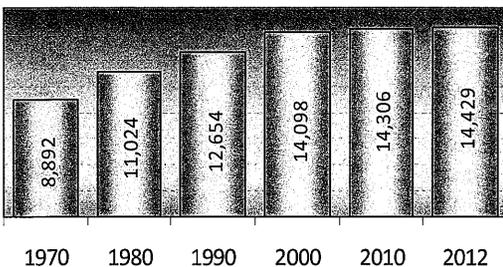
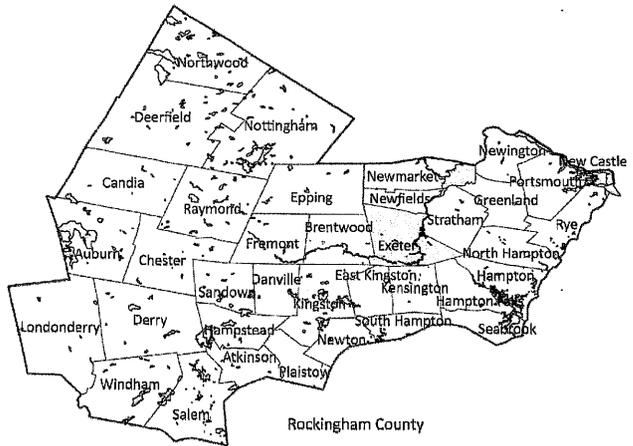
**District 1**  
**District 3**  
**District 23**  
**Rockingham County Districts 18, 36**

**Incorporated: 1638**

**Origin:** Exeter was one of the four original towns established in New Hampshire, and was first settled in 1638 as Squamscott. It was given the name Exeter by the settlement's managers, known as the Exeter Combination. The riverside location of the town made it a shipbuilding center and West Indies trading port. Exeter's charter included the present-day towns of Epping, Newmarket, Newfields, and Brentwood. Exeter was the birthplace of Daniel Chester French, sculptor of the figure of Lincoln in the Lincoln Memorial. Both the Phillips Exeter Academy, endowed by Colonel John Phillips in 1781, and the American Independence Museum are located in Exeter.

**Villages and Place Names:** Dows Corner, Gooch Corner, Haynes Corner, Jady Hill, Perkins Hill

**Population, Year of the First Census Taken:** 1,722 residents in 1790



**Population Trends:** Population change for Exeter totaled 7,186 over 52 years, from 7,243 in 1960 to 14,429 in 2012. The largest decennial percent change was a 24 percent increase between 1970 and 1980, following a 23 percent increase the previous decade. The 2012 Census estimate for Exeter was 14,429 residents, which ranked 19th among New Hampshire's incorporated cities and towns.

**Population Density and Land Area, 2010 (US Census Bureau):** 731.4 persons per square mile of land area. Exeter contains 19.6 square miles of land area and 0.4 square miles of inland water area.

MUNICIPAL SERVICES	
Type of Government	Selectmen
Budget: Municipal Appropriations, 2013	\$22,945,918
Budget: School Appropriations, 2012	\$33,406,047
Zoning Ordinance	1973/13
Master Plan	2004
Capital Improvement Plan	Yes
Industrial Plans Reviewed By	Planning Board

#### Boards and Commissions

Elected:	Selectmen; Library; Swasey; Trust Funds
Appointed:	Planning; Zoning; Conservation; Historic District; Budget; Housing Auth.; Economic Development; Heritage; Energy; Water & Sewer

Public Library **Exeter Public**

EMERGENCY SERVICES			
Police Department			Full-time
Fire Department			Full-time
Emergency Medical Service			Municipal
Nearest Hospital(s)	Distance	Staffed Beds	
<b>Exeter Hospital, Exeter</b>	<b>Local</b>	<b>99</b>	

UTILITIES			
Electric Supplier			Unitil
Natural Gas Supplier			Unitil
Water Supplier			Town of Exeter
Sanitation			Municipal
Municipal Wastewater Treatment Plant			Yes
Solid Waste Disposal			
Curbside Trash Pickup			Private
Pay-As-You-Throw Program			Yes
Recycling Program			Yes
Telephone Company			Fairpoint
Cellular Telephone Access			Yes
Cable Television Access			Yes
Public Access Television Station			Yes
High Speed Internet Service:	Business		Yes
	Residential		Yes

PROPERTY TAXES		(NH Dept. of Revenue Administration)
2012 Total Tax Rate (per \$1000 of value)	\$25.92	
2012 Equalization Ratio	100.0	
2012 Full Value Tax Rate (per \$1000 of value)	\$25.23	
2012 Percent of Local Assessed Valuation by Property Type		
Residential Land and Buildings	76.7%	
Commercial Land and Buildings	21.6%	
Public Utilities, Current Use, and Other	1.7%	

HOUSING		(ACS 2008-2012)
Total Housing Units	6,472	
Single-Family Units, Detached or Attached	3,381	
Units in Multiple-Family Structures:		
Two to Four Units in Structure	777	
Five or More Units in Structure	1,438	
Mobile Homes and Other Housing Units	876	

DEMOGRAPHICS			(US Census Bureau)
Total Population	Community	County	
2012	14,429	297,820	
2010	14,306	295,223	
2000	14,098	278,748	
1990	12,654	246,744	
1980	11,024	190,345	
1970	8,892	138,951	

#### Demographics, American Community Survey (ACS) 2008-2012

Population by Gender			
Male	6,775	Female	7,596

Population by Age Group	
Under age 5	669
Age 5 to 19	2,779
Age 20 to 34	1,763
Age 35 to 54	4,796
Age 55 to 64	1,674
Age 65 and over	2,690
Median Age	44.7 years

Educational Attainment, population 25 years and over	
High school graduate or higher	94.3%
Bachelor's degree or higher	46.7%

INCOME, INFLATION ADJUSTED \$		(ACS 2008-2012)
Per capita income		\$38,220
Median 4-person family income		\$97,090
Median household income		\$72,231
Median Earnings, full-time, year-round workers		
Male		\$65,933
Female		\$43,343
Individuals below the poverty level		7.0%

LABOR FORCE			(NHES - ELM)
Annual Average	2002	2012	
Civilian labor force	7,834	7,913	
Employed	7,483	7,462	
Unemployed	351	451	
Unemployment rate	4.5%	5.7%	

EMPLOYMENT & WAGES			(NHES - ELM)
Annual Average Covered Employment	2002	2012	
Goods Producing Industries			
Average Employment	1,034	1,466	
Average Weekly Wage	\$1,000	\$1,491	
Service Providing Industries			
Average Employment	6,924	7,417	
Average Weekly Wage	\$ 703	\$ 959	
Total Private Industry			
Average Employment	7,958	8,883	
Average Weekly Wage	\$ 741	\$1,047	
Government (Federal, State, and Local)			
Average Employment	1,164	949	
Average Weekly Wage	\$ 644	\$ 873	
Total, Private Industry plus Government			
Average Employment	9,122	9,832	
Average Weekly Wage	\$ 729	\$1,030	

If "n" appears, data do not meet disclosure standards.

**EDUCATION AND CHILD CARE**

Schools students attend:

**Exeter operates grades K-5; grades 6-12 are part of Exeter Region Cooperative (Brentwood, East Kingston, Kensington, Newfields, Stratham, Exeter)**District: **SAU 16**

Career Technology Center(s):

**Seacoast School of Technology, Exeter**Region: **18**

Educational Facilities (includes Charter Schools)	Elementary	Middle/Junior High	High School	Private/Parochial
Number of Schools	<b>2</b>	<b>1</b>	<b>3</b>	<b>1</b>
Grade Levels	<b>P K 1-5</b>	<b>6-8</b>	<b>9-12</b>	<b>9-12</b>
Total Enrollment	<b>1,028</b>	<b>12</b>	<b>1,940</b>	<b>1,064</b>

Nearest Community College: **Great Bay**Nearest Colleges or Universities: **University of NH**

2013 NH Licensed Child Care Facilities (DHHS-Bureau of Child Care Licensing)

Total Facilities: **12** Total Capacity: **685**

LARGEST BUSINESSES	PRODUCT/SERVICE	EMPLOYEES	ESTABLISHED
Exeter Hospital	Health care services	900	1897
Philips Exeter Academy	Education	520	1781
Riverwoods at Exeter	Elderly housing, health care	500	1994
Cobham	Electronics	370	1988
Osram Sylvania	Electronics	318	1965
Sigarms	Handguns	200	1989
Town of Exeter	Municipal services	150	1638

**TRANSPORTATION (distances estimated from city/town hall)**

Road Access	US Routes	
	State Routes	<b>27, 85, 88, 101, 108, 111, 111A</b>
Nearest Interstate, Exit		<b>I-95, Exit 2</b>
	Distance	<b>6 miles</b>

Railroad	<b>Amtrak Downeaster</b>
Public Transportation	<b>COAST</b>

Nearest Public Use Airport, General Aviation		
<b>Hampton Airfield</b>	Runway	<b>2,100 ft. turf</b>
Lighted? <b>Yes</b>	Navigation Aids?	<b>No</b>

Nearest Airport with Scheduled Service		
<b>Manchester-Boston Regional</b>	Distance	<b>33 miles</b>
Number of Passenger Airlines Serving Airport		<b>4</b>

Driving distance to select cities:	
Manchester, NH	<b>31 miles</b>
Portland, Maine	<b>67 miles</b>
Boston, Mass.	<b>52 miles</b>
New York City, NY	<b>265 miles</b>
Montreal, Quebec	<b>286 miles</b>

**COMMUTING TO WORK (ACS 2008-2012)**

Workers 16 years and over	
Drove alone, car/truck/van	<b>81.7%</b>
Carpooled, car/truck/van	<b>5.4%</b>
Public transportation	<b>0.9%</b>
Walked	<b>5.3%</b>
Other means	<b>2.2%</b>
Worked at home	<b>4.4%</b>
Mean Travel Time to Work	<b>26.0 minutes</b>

**Percent of Working Residents: ACS 2008-2012**

Working in community of residence	<b>33.3</b>
Commuting to another NH community	<b>48.7</b>
Commuting out-of-state	<b>18.0</b>

**RECREATION, ATTRACTIONS, AND EVENTS**

<b>X</b>	Municipal Parks
	YMCA/YWCA
	Boys Club/Girls Club
<b>X</b>	Golf Courses
	Swimming: Indoor Facility
<b>X</b>	Swimming: Outdoor Facility
	Tennis Courts: Indoor Facility
<b>X</b>	Tennis Courts: Outdoor Facility
<b>X</b>	Ice Skating Rink: Indoor Facility
<b>X</b>	Bowling Facilities
<b>X</b>	Museums
	Cinemas
<b>X</b>	Performing Arts Facilities
<b>X</b>	Tourist Attractions
<b>X</b>	Youth Organizations (i.e., Scouts, 4-H)
<b>X</b>	Youth Sports: Baseball
<b>X</b>	Youth Sports: Soccer
<b>X</b>	Youth Sports: Football
<b>X</b>	Youth Sports: Basketball
<b>X</b>	Youth Sports: Hockey
<b>X</b>	Campgrounds
<b>X</b>	Fishing/Hunting
<b>X</b>	Boating/Marinas
	Snowmobile Trails
<b>X</b>	Bicycle Trails
<b>X</b>	Cross Country Skiing
	Beach or Waterfront Recreation Area
<b>X</b>	Overnight or Day Camps

Nearest Ski Area(s): **Gunstock**Other: **Walking Trails**



Russ Dean &lt;rdean@town.exeter.nh.us&gt;

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## Downtown pedestrian/driver safety concerns

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Anush Hansen <anush.hansen@gmail.com>

Fri, Feb 7, 2014 at 2:59 PM

To: rdean@exeternh.gov

Dear Mr. Dean,

I have been a resident in Exeter for about 5 years now, and I've become increasingly concerned about both vehicle and pedestrian safety downtown. It seems like every time that I drive through town I either experience or see a near-miss between cars, or between cars and pedestrians. The traffic pattern around the gazebo is really chaotic, and I can't even imagine how confusing it must be for folks who are not from Exeter who aren't used to it. Also, it is really hard to see when people are trying to cross at crosswalks because you usually cannot see them behind the parked cars - the parking spaces are so close to the crosswalks it makes it hard for both pedestrians and drivers to see each other. The potholes/sunken man-hole covers are also dangerous, as people are constantly swerving to avoid them.

I know that making big changes in how these things are set up downtown takes a lot of time, planning, and of course money, but I do think there are a few small things that could be done, at least to start, in order to make things safer (for example, eliminating the parking spaces immediately abutting the crosswalks, making crosswalk lines brighter, etc). I really do feel that this is important, because it is just a matter of time before someone gets hit, injured or worse.

I was wondering who works on this kind of planning/improvement in town - would it be the downtown historic district committee? Public works? I would love to chat with someone to see if there are any plans for improvements.

Thanks so much for your time.

Take care,  
Anush Hansen  
33 Winter St.  
Exeter, NH 03833  
978-987-6352