

**Exeter Board of Selectmen Meeting  
Monday, June 2<sup>nd</sup>, 2014, 7:00 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. Bid Openings
3. Public Comment
4. Minutes & Proclamations
  - a. Proclamations
  - b. Regular Meetings: May 19<sup>th</sup>, 2014
5. Appointments – Zoning Board of Adjustment
6. Discussion/Action Items
  - a. New Business
    - i. Herb Moyer re: 2014 Town Meeting Article 23
    - ii. All Boards 2 Follow Up Discussion
    - iii. NHDOT Grant: Welcome Center/Baggage Building Project
    - iv. Economic Development Administrator Update
  - b. Old Business-
    - i. TBD
7. Regular Business
  - a. Tax, Water/Sewer Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Selectmen's Committee Reports
  - e. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Julie Gilman, Chairwoman  
Exeter Selectboard

Posted: 5/30/14 Town Office, Town Hall, Town Website

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

AGENDA SUBJECT TO CHANGE

## Draft Minutes

### Exeter Board of Selectmen

May 19, 2014

#### 1. Call Meeting to Order

Chairwoman Julie Gilman called the meeting to order at 7:00 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Dan Chartrand, Selectwoman Nancy Belanger, Selectwoman Anne Surman, and Selectman Don Clement. Town Manager Russell Dean was also present.

#### 2. Board Interview – Wheelwright Room, ZBA

The Board had met with Kevin Baum at 6:50 in the Wheelwright Room to conduct an interview for a position on the Zoning Board of Adjustment.

#### 3. Bid Openings

There were no bid openings.

#### 4. Public Comment

John Siegel spoke, saying he was concerned with an odd tone he felt while reading about downtown in the local papers. He said he has been a business owner in Exeter for 27 years. He is surprised the sidewalks downtown are in the shape they are in. He said there has to be some money somewhere to fix these simple things, i.e. sidewalks. He said maintaining enough shops and restaurants downtown is impeccable and maintaining the infrastructure keeps that going.

Beth Dupell, an Exeter business owner, spoke about last meetings conversation about the Downtown Revitalization Committee, saying she was concerned with the comment “downtown is doing fine.” She said downtown is not doing fine. The sidewalks are in bad shape and she urged the Board to fix them.

Chairwoman Gilman said she would like to look into this more seriously. She would like to look at the different possibilities for sidewalks and talk about it at the next meeting.

Next Chairwoman Gilman called for a moment of silence for fallen Officer Stephen Arkell.

## **5. Minutes & Proclamations**

### **a. Proclamations: Public Works Week**

Selectwoman Surman called up Jennifer Perry and read a proclamation about Public Works Week, declaring May 18-24, 2014 National Public Works Week in Exeter.

### **b. Regular Meeting: May 5, 2014**

Selectwoman Surman had one amendment to the minutes, on page one, paragraph 3 under Minutes and Proclamations, “the Chair voted in opposition...” to “the Chair voted in favor...”

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to accept the minutes as respectfully submitted by Ginny Raub, recording secretary, as amended. Motion carried – all in favor.

## **6. Appointments**

No appointments.

## **7. Discussion/Action Items**

### **a. New Business**

#### **i. Sportsmen’s Club re: Berm Project**

Ken Berkenbush said the initial sound testing was done and recorded. He said once the berm is placed it will be done again and they will compare and contrast. When talking about the tree cutting on the property, Ken said Gary Garfield expressed concern about the trees remaining. They had Jay Perkins come look and he said he was also concerned about the trees remaining. They are concerned the trees may become weak with all the work being done and fall. They brought an arborist out and he said the roots are shallow and the trees won’t make it long term. He thought they should be taken down. Also, they found that the trees are diseased with Hemlock Woolly Adelgid. Mr. Berkenbush suggested these trees be taken down. Vice Chair Chartrand said he trusts Mr. Berkenbush’s judgment. If he says they should go then they should go. Selectman Clement asked how much sound is absorbed by the trees. Mr. Berkenbush said it will have a negligible affect with the trees being gone. The Board agreed that the trees should be taken down.

Chairwoman Gilman went through the agreement between the Club and the Town. She talked about the steps to be taken and who is responsible for the costs.

Joe Kenick, President of the Sportsmen’s Club, spoke next. He said they have found lots of clay pigeons during the cleanup process. They are more than halfway done with the cleanup.

He gave the Board some pictures of some of the trees that have been cut down. The middles of the trees were rotted out. The trees were too mature and past their prime. Gary Garfield gave Mr. Kenick some suggestions for what to do with the contaminated soil. Selectwoman Belanger asked Mr. Kenick to clarify to recommendations about the poly that is to cover the contaminated soil. Mr. Kenick explained how the area will look.

## **II. Public Hearing: Elliott Property Purchase**

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger that the Board of Selectmen approve the purchase of the Elliott Property. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement that the Selectboard appoint the Town Manager or the Chairwoman of the Selectboard to serve as agent for the purchase of the Elliott Property. Motion carried – all in favor.

## **III. DPW Grant: Gilman Well Fencing**

Jennifer Perry said she has been successful in applying for grants. The NHDES granted the Town a 100% grant to install a gate and fencing around the Gilman Well. The grant will reimburse the Town the entire cost of \$14,207 upon completion of the project. The deadline for the project to be done is May 31, 2015.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to authorize the Town Manager to sign all documents required to enter into the grant agreement. Motion carried – all in favor.

## **IV. DPW Grant: Asset Management Public Water System**

Ms. Perry talked about the 50/50 grant that was awarded from NHDES to the Town of Exeter for the Asset Management plan for the Town's public water system. They will develop better planning for infrastructure in Exeter. The project will cost \$30,000, of which the grant will reimburse \$15,000. Ms. Perry talked about the six proposals that were received and recommended Tata & Howard to be awarded the contract.

A Motion was made by Selectwoman Belanger and seconded by Vice Chair Chartrand to accept the said grant, authorize Town Manager to sign all documents required to enter into the grant, and award the contract to Tata & Howard. Motion carried – all in favor.

## **V. Grant Application: Historic District Revitalization Committee**

Chairwoman Gilman talked about a grant application for the Exeter Historic District Revitalization project. She said this grant needs a letter from the Chair saying the Board approves of the grant. This is a 60/40 grant.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger that the Selectboard accept the NH Division of Historical Resources Certified Local Government FY14 Grant Application and authorize Chairwoman Gilman to sign all documents required for said grant. Selectman Clement asked how much the grant is for. Chairwoman Gilman said it is for \$27,000 all together, so 60% from the grant and 40% from the Town. Chairwoman Gilman said the 40% from the Town will all be volunteer services. With a Motion on the floor, the Board voted; Motion carried – all in favor.

#### **VI. NH Bond Bank Resolution: Great Dam/Water/Sewer Bonds**

Mr. Dean talked about the Certificate of Vote Regarding Authorization of Bonds and Approval of Loan Agreement with the New Hampshire Municipal Bond Bank. This certificate deals with the pending bond for removal of the Great Dam and the restoration of the Exeter River, and the Lincoln Street projects (water mains and sewer lines). Mr. Dean said the interest rate is at 3.75% which is a ceiling. Selectwoman Surman read the Certificate of Resolution.

#### **VII. Review Primex BOS Goal Setting Report**

Chairwoman Gilman went over the Primex Goal Setting Report. She said the last All Boards meeting was in 2013 and the next will be May 21, 2014. She said the one of the next steps is to look at the dates of expectations for the top 2014 goals. Mr. Dean asked the Board if they are ok with the Report as it is and, if so, how would they like him to convey that to Primex. Vice Chair Chartrand said the Report is an accurate reflection of what was done the day of the All Boards meeting. Chairwoman Gilman asked the Board if they want to get into any more detail about last year's goals. Selectman Clement said Goal 4 has a June 2014 deadline. He asked if the Board thought this deadline was a bit aggressive. Mr. Dean agreed it was. Selectman Clement also wondered what exactly "grants" meant in Goal 4. Chairwoman Gilman talked about an eventual grants coordinator. Selectman Clement asked if the June 2014 deadline should be changed and Vice Chair Chartrand said this is an ongoing project. Mr. Dean talked about breaking things down a bit and figuring out how to get from point A to point B. Selectwoman Belanger said she would like to get through the May 21 All Boards Meeting and ask some questions before going on any more, to see where the department heads are and get a feel how things go.

#### **b. Old Business**

##### **I. Fuller Lane Tank Management Contract Proposal**

Mr. Dean said the lease is in good shape. Everything that was suggested to be added was put in there.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman that the Exeter Selectboard approve the Utility Service Company Water Tank Maintenance

Contract with the Town of Exeter and authorize the Town Manager to sign all necessary documents to go forward. Motion carried- all in favor.

## **II. Selectboard Policy Update: 06-01 Permits**

Chairwoman Gilman talked about Delegating to the Town Manager the Authority to Issue Certain Permits. Vice Chair Chartrand said wherever they can delegate to the Town Manager, they should.

Gerry Hamel, one of the Trustees of the Swasey Parkway, talked about an incident a couple weeks prior where the Trustees were thrown off with why the Parkway was shut down. He asked for better coordination between everyone so everyone knows what's going on; that communications are kept open. Mr. Dean agreed with this.

Selectwoman Belanger said because she did not have any RSA's in front of her about this matter, she did not feel comfortable voting on it. The Board decided to think on this a bit longer.

## **8. Regular Business**

### **a. Tax, Water/Sewer Abatements & Exemptions**

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the abatement for the following map/lot/units: 110/2/15 for \$109.19, 110/2/35 for \$49.46, 110/2/74 for \$21.86, 110/2/80 for \$130.81, 110/2/82 for \$167.11, 110/2/96 for \$116.62, 110/2/100 for \$72.75, 110/2/113 for \$34.49, 110/2/114 for \$389.16, and 52/53 for \$6801.64 Motion carried- all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to deny the elderly exemption for map 19, lot 1. Motion carried – all in favor.

### **b. Permits & Approvals**

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to deny the appeal for abatement for 3 Westside Drive, as recommended by the Water/Sewer Advisory Committee. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to deny the appeal for abatement for Exeter River Cooperative, as recommended by the Water/Sewer Advisory Committee. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to deny the appeal for abatement for 7 Riverwoods Drive, as recommended by the Water/Sewer Advisory Committee. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the application for use of the Town Hall by Russ Dean for the All Boards Meeting on May 21, 2014 from 6:30-9:30 pm. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the application for use of the Town Hall by Michael Jeffers for the public information meeting for residents of Bell/Crawford Ave and Court St to meet D&C Construction on June 10, 2014 at 6:30 pm. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the application for use of the Town Hall by Jennifer Perry for the NH Retirement, Group II and Group I on September 9, 2014 from 1-5:30 pm. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the application for use of the Town Hall by Luanne O'Reilly for band rehearsal on July 15 and 22 from 6-9:30 pm. Motion carried – all in favor.

**c. Town Manager's Report**

Mr. Dean provided his Manager's Update in the packet. He highlighted the following:

- Parks/Rec: Concert scheduling is complete and bands have been lined up for the summer and the Powder Keg agreement is in its final phases
- The Town has received over 50 applications for the Economic Development Administration position
- Coordinated an issue with the River Committee for Lionel Ingram
- The issue of room rentals in individual homes was forwarded to him and shared with the Code Enforcement Office to review
- On May 13, a meeting was held with Bob Hall, Sylvia Von Aulock and himself to discuss next steps in the welcome center
- May 14 he met with Tracey Tucker, Executive Director of New Heights, the agency that has merged with New Outlook
- May 14, Sandy Martin, Dr. Burt Dibble, and himself toured the Town Hall to hear ideas about chair placement and a plan for the Town Hall
- May 16 he attended the monthly meeting of the Exeter Area Chamber of Commerce

- May 16, he met with Cliff Sinnott to prepare for the All Boards Meeting
- A clean copy of the SEIU contract was completed and has been made available to the union for signatures
- Work continued on the clarification plan of the non-union positions with Municipal Resources, Inc.
- First half tax bills were completed and were in the mail on May 14
- A meeting was held with Joe Lessard of MRI for an update on assessing operations

**d. Selectman’s Committee Reports**

Selectwoman Belanger reported a Water/Sewer Advisory Committee meeting where she said outstanding accounts are down to 10%.

Vice Chair Chartrand reported an Exeter Economic Development meeting where they elected new officers.

Selectwoman Surman reported Conservation Commission met and they elected new officers. National Trails Day is June 7. Also, Swasey Parkway met.

Selectman Clement reported Planning Board met. Also, he went to the Library Meeting for the Repurposing Committee. He also attended an RPC meeting and a River Study meeting.

Chairwoman Gilman reported Heritage Commission met and HDC met.

**e. Correspondence**

The following correspondence were included in the packet:

- A letter from Exxon Mobil
- A denial letter from CDFA regarding Icey Hill Coop
- A letter from Josephine Pritchard about her Comcast bill
- A letter from NH Dept of Resources and Economic Development
- Exeter All Boards Meeting – Meeting Notes
- Seacoast Public Health Region Update
- Public Works Monthly Report
- 

**8. Review Board Calendar**

Chairwoman Gilman said the next BOS meeting will be June 2, 2014.

A Motion was made by Selectwoman Belanger and seconded by Selectwoman Surman to adjourn the meeting at 9:25 pm. Motion carried – all in favor.

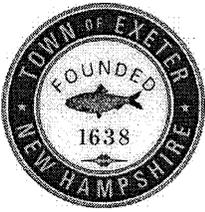
Respectively submitted,

Nicole McCormack  
Recording Secretary

**Appointments – Zoning Board of Adjustment**

Kevin Baum, Full Member, Term to Expire 4/30/17

Interviewed: May 19<sup>th</sup>, 2014 by BOS



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

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

May 27, 2014

Mr. President Barack Obama  
The White House  
1600 Pennsylvania Avenue NW  
Washington, DC 20500

Dear Mr. President:

The Exeter Board of Selectmen report that at the March 11, 2014 Town Meeting election, Exeter voters passed the following Warrant Article by a vote of 1,529 Yes votes to 529 No votes:

### **Article 23**

By petition of Herb Moyer and other eligible voters of the town of Exeter, NH to see if the town will vote to urge:

That the New Hampshire State Legislature join nearly 500 municipalities and 16 other states, including all other New England states, in calling upon Congress to move forward a constitutional amendment that: 1) guarantees the right of our elected representatives and of the American people to safeguard fair elections through authority to regulate political spending, and 2) clarifies that constitutional rights were established for people, not corporations.

-That the New Hampshire Congressional delegation supports such a constitutional amendment.

-That the New Hampshire State Legislature supports such an amendment once it is approved by Congress and sent to the State for ratification.

And furthermore, that this Town Meeting vote be a record that We the People want Congress and our state legislature to:

- Institute full, effective and immediate electronic disclosure of all election-related spending by any individual, group, corporation, party or institution.
- Provide for fair, nonpartisan and vigorous enforcement of existing campaign laws and regulations by federal and state agencies.
- Enact an absolute ban on campaign contributions by foreign governments, foreign agencies, foreign corporations or their subsidiaries and employees in the U.S.
- Enact legislation that would cut down the influence of big bankroll donors by multiplying the power of small donations through the use of voter vouchers, tax credits and matching public funds.

The record of the vote approving this article shall be transmitted by written notice to Exeter's congressional delegation, and to Exeter's state legislators, and to the President of the United States informing them of the instructions from their constituents by the Board of Selectmen within 30 days of the vote.

Respectfully Submitted,

\_\_\_\_\_  
Chairwoman, Exeter Board of Selectmen

**TOWN OF EXETER  
MEMORANDUM**

TO: Exeter Selectboard  
FROM: Russ Dean, Town Manager  
RE: All Boards 2  
DATE: May 30, 2014

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At Monday's BOS meeting, the "next steps" post All Boards 2 will need to be discussed. Some feedback on options discussed at the May 21<sup>st</sup> meeting including leading tasks and structure is up for discussion.

Options would include but not be limited to:

- Scheduling a follow up meeting in October;
- Taking tasks identified in the meeting and segmenting them to be addressed by the proper groups.

The Board may want to consult its own goals as part of this process of establishing "next steps."



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

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

## ALL-BOARDS MEETING #2

May 21, 2014

6:30-9:00 PM

Exeter Town Hall

## AGENDA

1. Welcome, Introductions – *Julie Gilman, Chair, Exeter Selectboard* (5 min)
2. Recap of All Boards 1 Meeting – *Cliff Sinnott, Rockingham Planning Commission* (Meeting Facilitator) (10 min)
3. Final Discussion Question from All Boards 1 Meeting: (45 min)

*“What specific actions and strategies should be taken [to achieve our community goals] with respect to specific areas of Town?”*

### Potential Locations

- Downtown
- Portsmouth Avenue
- Lincoln Street / ‘West Ex’
- Epping Road

BREAK – 10 minutes

4. ‘Audit’ of Exeter Development Policies: Can they be improved to better support the Town’s common goals? How? (30 min)
5. Inter-board communications, meeting our goals – “how to” (15 minutes)
6. Establishing a road map for executing priority actions (30 minutes)
  - priorities for economic & community development
  - priorities for land use
  - others
  - “how to” - process (planning board, economic development commission, selectboard, zoning board, zoning ordinances, site plan/subdivision regulations, town meeting actions, committees, subcommittees)
  - role of Town staff in follow-up
7. Next Steps; Closing thoughts, Follow Up – Russ Dean, Julie Gilman

**EXETER ALL BOARDS**  
**MEETING NOTES**  
September 24, 2013 – Exeter Library

**QUESTION 1 :**

*“Where do we want to be as a Town, especially with respect to future development, and what are the means to get there?”*

- **What types of further development do we want as a Town, and how much?**
- **How do existing zoning and land use regulations support or discourage these ends?**
- **How can we get on the ‘same page’ regarding overall Town goals as six separate and independent boards?**

Generally we are doing a good job in many areas

- Staying competitive
- Amble Industrial, commercial, residential development opportunity (land)
- Well defined zoning

There is a long development approval process

The town should embrace historic heritage

Balance new development with heritage

Surprising amount of land remains, both for development and conservation

There is more demand for land for housing than other development types; availability for housing purposes is constrained

More outreach to business community is needed

Walkability of downtown is a key asset compared with many other communities

- Lincoln Street,
- Downtown
- Neighborhoods

Integrity of community, balance of population, confidence of Boards

Maintain green spaces is important quality of life issue

Concerned over water – surface and groundwater system: we must emphasize its protection

Public transportation in the region and around town is inadequate

- Parking in town

Workforce and elderly housing incentives are adequately address – are we doing enough to encourage conventional housing? We should make sure we are not unintentionally discouraging it

Need to expand non-residential tax base

Evaluate consequences of zoning changes

ZORC – in place to review zoning and regulations (cc, zba, pb, heritage, hdc) and ensure Exeter's regs are reasonably well coordinated

Need to have good schools to remain a vital attractive community, also workforce housing

Town should maintain its unique character

Compared to past there is good communication between boards

Need to integrate DPW into these discussions (to ensure regulations, standards are feasible re maintenance, state law, etc.)

Sidewalk conditions need improving, need better public transportation

Embrace Economic Development activities that have been undertaken (EEDC initiatives, e.g., business outreach)

Tap into strengths

What is development vs. re-development? Terms are often used but have we clearly defined them?

Exeter has infrastructure – but needs to leverage it better – or we will price people out of town

More focus needed to 'spiff up' downtown

- Incentives to downtown reinvestment
- Aesthetics really matter

Invest in water and sewer

Consider regional services/cooperation

Focus on Down Town re-development (TIF?)

Balance wetland conservation vs. development (Epping Road, e.g.)

Balance again: > multiple objectives can be met with moderation and balance

Stay ahead of curve

Parking need vs. zoning rules: innovative approaches are needed for parking regulation in the downtown

Good balance of resources and development but community base shrinking

Underutilizing some assets e.g. waterfront

Seek active developer input on proposed regulations during the formulation process

## **QUESTION 2**

*"What specific actions and strategies should be taken to move us toward our shared goals?"*

- **What changes in land use policies? In investment? In approach? In attitude?**
- **How can the Town as a whole (all Boards) get behind these actions and strategies?**

Conduct a zoning and regulation audit to identify where things are not working as intended or having unintended consequences.

- E.g., wetland buffers
- Review to see if they can be moderated in some cases

Infill/further development in downtown – more dense development in downtown

Variability in regulations to reflect other goods (e.g. balanced with resource protection)

Opportunity in TIF and 79E – but need to take advantage before opportunity is gone

Economic development director might help identify ways to align policies

Identify development philosophy, attitudes and identify areas of conflict

- Create economic development Master Plan and have businesses and community participate

Historic assets = economic success

- Continue All-boards process – helps to increase board-to-board understanding

Planning board does already take input from development community

Forum based code can address many of these stated goals

ZORC is existing process to review ordinance and regulations across boards, to identify conflicts and what needs to change

- Add EEDC member to ZORC (further discussion)
- Does ZORC have official status?

Visions may differ

Consider zoning moratorium/suspend of zoning in Downtown

Identify ways to support local agriculture

Epping Road – green for a reason will need services to avoid septic expense

We need a formal process to follow up on ID'd zoning issues

Board cross pollination is good

Need Master Plan chapter to define shared ED philosophy, goals desired in future, and set policy for land use boards to follow

Quick response process needed in cases of application denial e.g., Chemtan, perhaps economic development director's duty?

Homework for next all-boards meeting– know what the Town's written/adopted policies are (Master Plan, zoning, regulations, etc)

Back to basics/origin for ZORC?

Epping Road solutions

- Cont drive signal
- 3<sup>rd</sup> lane

Corridor analysis a useful tool.

PB/ZBA interaction: waivers, special exceptions, conditional uses

**PUBLIC COMMENT**

Ask 'why' development on Epping Road is not happening. Are all the regulations in place needed?  
(H.S. changes things) traffic counts are low / water and sewer extension

Keep Exeter Exeter; maintain the character and the balance of the town

Master Plan should be a plan of action

Open spaces subdivision – yield plan has unintended discentatives



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

RECEIVED  
JAN 03 2012  
TOWN OF EXETER



December 29, 2011

CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

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

RE: EXETER, #16045  
TE Program #X-A001(105)  
Restoration of 1890 Baggage Building  
**LOCAL PROJECT AGREEMENT**

Dear Mr. Dean:

Enclosed is an original executed copy of an agreement between NHDOT and the Town of Exeter for the above-noted project.

The project should move forward in accordance with the agreement and the document titled "New Hampshire Department of Transportation Local Public Agency Manual for the Development of Projects" (see paragraph I-B). Please be sure to review this new manual, which can be found on our website, [NHDOT.com](http://NHDOT.com) under "Quick Links".

A notice to proceed for this project or a portion of the project will follow after the scoping meeting (see paragraph III-E), which will be scheduled in the near future. This meeting will feature a discussion of the Project's scope, budget, and schedule, and will result in the sponsor's development of a schedule identifying project milestones with dates. **Any expenditure prior to our notice to proceed cannot be reimbursed.**

I look forward to working with the Town to implement this project. If there are any questions, please contact me.

Sincerely,

Dean M. Eastman  
Project Manager  
Bureau of Planning and Community Assistance  
Tel. (603) 271-4181; Fax (603) 271-8093  
deastman@dot.state.nh.us

DME/sdb  
Enclosure

cc: Finance and Contracts  
M&E File  
RPC (w/o enclosure)

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**TRANSPORTATION ENHANCEMENT PROGRAM  
LOCAL PROJECT AGREEMENT  
FOR**

**TOWN OF EXETER  
STATE VENDOR #: 177386  
STATE PROJECT #: 16045  
FEDERAL PROJECT #: X-A001(105)**

THIS AGREEMENT, executed in *triplicate*, is made and entered into this 29<sup>th</sup> day of December, 2011, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the TOWN OF EXETER, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to restore an 1890 baggage building near Lincoln Street in the town of Exeter is an eligible project for funding under the Transportation Enhancement Program created by the Intermodal Surface Transportation Efficiency Act of 1991, (ISTEA); and

WHEREAS, the DEPARTMENT has established Transportation Enhancement Project #16045 (the "Project") for the aforesaid project in the amount of Four hundred three thousand two hundred dollars (\$403,200.00) with seventy percent (70%) of that cost coming from Federal Highway funds, such amount being Two hundred eighty-two thousand two hundred forty dollars (\$282,240.00), and the remaining thirty percent (30%) of that cost coming from the PROJECT SPONSOR, such amount being One hundred twenty thousand nine hundred sixty dollars (\$120,960.00); and

WHEREAS, the PROJECT SPONSOR has submitted an Application (09-14TE) to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreements herein set forth by and between the parties hereto, it is mutually agreed as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:**

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the

Development of Projects”, as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.

- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT’s final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of final voucher. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- G. Non-Discrimination:
  - 1. The PROJECT SPONSOR agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964” (referred to as the “REGULATIONS”), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.

2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
    - a. That each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
    - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.*
    - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
    - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor, and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
  3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents>.
- H. If there is a default of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

**II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

**III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:**

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 of page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the Project within three (3) months after the date of this AGREEMENT and substantially complete the Project within two (2) years after the date of the first notice to proceed date given by the DEPARTMENT, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If

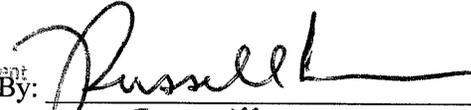
sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION**

By:   
Commissioner  
Department of Transportation

William J. Cass, P.E.  
Director of Project Development  
NHDOT

**TOWN OF EXETER**

By:   
Title: *Town Manager*  
Town of Exeter

Authorized to enter into Agreement as  
approved by Governor & Council on  
August 22, 2010.

**TOWN OF EXETER  
MEMORANDUM**

TO: Exeter Selectboard

FROM: Russ Dean, Town Manager 

RE: Economic Development Administrator Update

DATE: May 30, 2014

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The Town received 48 applications for the position of Economic Development Administrator. The position closed on May 23<sup>rd</sup>, 2014. It is expected interviews would begin on Friday, June 6<sup>th</sup>.

## List for Selectmen's meeting June 2, 2014

### Abatements

<u>Map/Lot</u>	<u>Location</u>	<u>Refund</u>
111/5/7	7 Green Gate CG	90.19

### Current Use Release

<u>Map/Lot</u>	<u>Location</u>	<u>Amount</u>
13/8	78 Old Town Farm Road	0.00



# 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)

May 30, 2014

Board of Selectmen  
10 Front Street  
Exeter, NH 03833

Re: Map-lot: 18-7  
Property address: 11 Oaklands Road

Dear Members:

The property owner for the above noted property paid his 2006 and 2007 tax bills on time. The 2008 first bill was underpaid by \$9.04. When the owner paid the 2008 second bill \$9.57 was applied to pay-off the 2008 TAX01 bill leaving a \$9.57 balance due on the 2008 TAX02 bill.

We converted to MuniSmart in 2009 and the \$9.57 balance was brought over to the new system. The payments for the 2009 through 2013 bills have all been paid on time by the Wells Fargo Real Estate Tax Service.

I recommend that we abate the \$9.57 balance and waive the \$6.11 of interest that has accrued because all the bills around it were paid in full and on time. I believe something occurred that caused the underpayment and I have no way to research what happened at this time.

Sincerely,

Linda A. Fecteau  
Deputy Tax Collector

The abatement for \$9.57 and waiving the accrued interest of \$6.11 was approved/denied at the Board of Selectmen Meeting held on \_\_\_\_\_, 2014.

\_\_\_\_\_  
Nancy Belanger

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

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

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

\_\_\_\_\_  
Anne Surman

C2330R

018 007 000 000	0104	01	3,060.53	07/01/2004	
	0104	02	-3,060.53	06/25/2004	.00
	0204	01	3,743.80	12/08/2004	
	0204	02	-3,743.80	12/15/2004	.00
	0105	01	3,402.17	01/01/2005	
	0105	02	-3,402.17	06/13/2005	.00
	0205	01	3,895.71	12/12/2005	
	0205	02	-3,895.71	01/11/2006	

01/17/2009

TOWN OF EXETER  
OPEN ITEM TAX DETAIL REPORT

Page 245

OWNER NAME 1 ACCT NO OWNER NAME 2	PROPERTY ID	DUE DT CD	AMOUNT	TRANS DATE	SUBTOTAL	BALANCE
		0205 05	38.42	01/11/2006	.00	
		0106 01	3,648.94	07/05/2006		
		0106 02	-20.50	01/11/2006		
		0106 02	-3,628.44	06/22/2006	.00	
		0206 01	3,796.98	12/11/2006		
		0206 02	-3,796.98	11/27/2006	.00	
		0107 01	3,722.96	07/02/2007		
		0107 02	-3,722.96	06/08/2007	.00	
		0207 01	3,881.56	12/19/2007		
		0207 02	-3,881.56	12/07/2007	.00	
		0108 01	3,811.30	07/03/2008		
		0108 02	-3,802.26	06/09/2008		
		0108 02	-9.04	12/29/2008		
		0108 05	.53	12/29/2008	.00	
		0208 01	4,418.46	01/05/2009		
		0208 02	-4,408.89	12/29/2008	9.57	9.57 C2330R

# Property Billing Statement

## TOWN OF EXETER

10 FRONT STREET  
EXETER, NH 03833

(603) 773-6108

### Summary of Account by Property

Interest Calculated as of: 5/30/2014

11 OAKLANDS ROAD  
EXETER, NH 03833

Map Lot: 18-7  
PID: 18-7  
Alt ID:  
Location: 11 OAKLANDS RD

Date	Activity	Chk#	Amount	Costs	Penalties	Interest	Rate	Per Diem	Total
<b>Current Assessments</b>									
Land:	129,000.00	Bldg:	235,600.00	CU:	0.00	Other:	0.00	Total:	364,600.00
<b>Year: 2008</b>	<b>Total Assessment:</b>		0.00	<b>Exemptions:</b>		<b>Credits:</b>			
Land:	0.00	CU:	0.00						
Bldg:	0.00	Other:	0.00						
<b>Bill #:</b>	<b>808</b>	<b>Date:</b>	<b>1/05/2009</b>	<b>Due:</b>	<b>1/05/2009</b>	<b>Year:</b>	<b>2008</b>	<b>Type:</b>	<b>TAX02</b>
						<b>Original Amnt:</b>	<b>9.57</b>		
<b>Balance Due:</b>			9.57	0.00	0.00	6.11	12.00	0.0031	<b>15.68</b>
<b>2008 Balance:</b>			9.57	0.00	0.00	6.11		0.0031	15.68
<b>Year: 2009</b>	<b>Total Assessment:</b>		367,400.00	<b>Exemptions:</b>		<b>Credits:</b>			
Land:	119,800.00	CU:	0.00						
Bldg:	247,600.00	Other:	0.00						
<b>Bill #:</b>	<b>4167</b>	<b>Date:</b>	<b>5/21/2009</b>	<b>Due:</b>	<b>7/01/2009</b>	<b>Year:</b>	<b>2009</b>	<b>Type:</b>	<b>TAX01</b>
						<b>Original Amnt:</b>	<b>4,114.88</b>		
6/26/2009	Payment	ELECTRONIC	4,114.88	0.00	0.00	0.00			
			1ST AMERICAN TAX SERVICE TAX 1ST AMERICAN						
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	<b>0.00</b>
<b>Bill #:</b>	<b>10849</b>	<b>Date:</b>	<b>11/20/2009</b>	<b>Due:</b>	<b>12/21/2009</b>	<b>Year:</b>	<b>2009</b>	<b>Type:</b>	<b>TAX02</b>
						<b>Original Amnt:</b>	<b>4,195.71</b>		
12/16/2009	Payment	ELECTRONIC	4,195.71	0.00	0.00	0.00			
			MORTGAGEE TAX PAYMENTS FRM WELLS FARGO						
12/16/2009	Payment	ELECTRONIC	-4,195.71	0.00	0.00	0.00			
			MORTGAGEE TAX PAYMENTS FRM WELLS FARGO						
12/17/2009	Payment	ELECTRONIC	4,195.71	0.00	0.00	0.00			
			WELLS FARGO TAX WELLS FARGO						
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	<b>0.00</b>
<b>2009 Balance:</b>			0.00	0.00	0.00	0.00		0.0000	0.00
<b>Year: 2010</b>	<b>Total Assessment:</b>		364,600.00	<b>Exemptions:</b>		<b>Credits:</b>			
Land:	129,000.00	CU:	0.00						
Bldg:	235,600.00	Other:	0.00						
<b>Bill #:</b>	<b>17288</b>	<b>Date:</b>	<b>5/18/2010</b>	<b>Due:</b>	<b>7/01/2010</b>	<b>Year:</b>	<b>2010</b>	<b>Type:</b>	<b>TAX01</b>
						<b>Original Amnt:</b>	<b>4,155.29</b>		
6/28/2010	Payment	ELECTRONIC	4,155.29	0.00	0.00	0.00			
			WELLS FARGO WELLS FARGO						

# Property Billing Statement

## TOWN OF EXETER

10 FRONT STREET  
EXETER, NH 03833

(603) 773-6108

### Summary of Account by Property

Interest Calculated as of: 5/30/2014

11 OAKLANDS ROAD  
EXETER, NH 03833

Map Lot: 18-7  
PID: 18-7  
Alt ID:  
Location: 11 OAKLANDS RD

Date	Activity	Chk#	Amount	Costs	Penalties	Interest	Rate	Per Diem	Total
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	<b>0.00</b>
<b>Bill #:</b>	<b>27348</b>	<b>Date: 11/19/2010</b>	<b>Due: 12/20/2010</b>	<b>Year: 2010</b>	<b>Type: TAX02</b>	<b>Original Amnt:</b>		<b>4,817.51</b>	
12/06/2010	Payment	ELECTRONIC	4,817.51	0.00	0.00	0.00			4,817.51
		WELLS FARGO		WELLS FARGO					
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	<b>0.00</b>
<b>2010 Balance:</b>			0.00	0.00	0.00	0.00		0.0000	0.00
<b>Year: 2011</b>	<b>Total Assessment:</b>		364,600.00	<b>Exemptions:</b>		<b>Credits:</b>			
Land:	129,000.00	CU:	0.00						
Bldg:	235,600.00	Other:	0.00						
<b>Bill #:</b>	<b>33590</b>	<b>Date: 6/01/2011</b>	<b>Due: 7/01/2011</b>	<b>Year: 2011</b>	<b>Type: TAX01</b>	<b>Original Amnt:</b>		<b>4,486.41</b>	
6/16/2011	Payment	ELECTRONIC	4,486.41	0.00	0.00	0.00			4,486.41
		WELLS FARGO		TAX - WELLS FARGO 6-16-2011					
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	<b>0.00</b>
<b>Bill #:</b>	<b>36485</b>	<b>Date: 11/14/2011</b>	<b>Due: 12/14/2011</b>	<b>Year: 2011</b>	<b>Type: TAX02</b>	<b>Original Amnt:</b>		<b>4,730.68</b>	
11/28/2011	Payment	ELECTRONIC	4,730.68	0.00	0.00	0.00			4,730.68
		WELLS FARGO ELECTRONIC		WELLS FARGO ELECTRONIC PMT					
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	<b>0.00</b>
<b>2011 Balance:</b>			0.00	0.00	0.00	0.00		0.0000	0.00
<b>Year: 2012</b>	<b>Total Assessment:</b>		364,600.00	<b>Exemptions:</b>		<b>Credits:</b>			
Land:	129,000.00	CU:	0.00						
Bldg:	235,600.00	Other:	0.00						
<b>Bill #:</b>	<b>42838</b>	<b>Date: 5/21/2012</b>	<b>Due: 7/02/2012</b>	<b>Year: 2012</b>	<b>Type: TAX01</b>	<b>Original Amnt:</b>		<b>4,608.55</b>	
6/21/2012	Payment	ELECTRONIC	4,608.55	0.00	0.00	0.00			4,608.55
		WELLS FARGO - ELECTRONIC		TAX - WELLS FARGO 6-21-12					
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	<b>0.00</b>
<b>Bill #:</b>	<b>49478</b>	<b>Date: 11/15/2012</b>	<b>Due: 12/17/2012</b>	<b>Year: 2012</b>	<b>Type: TAX02</b>	<b>Original Amnt:</b>		<b>4,841.89</b>	
12/04/2012	Payment	ELECTRONIC	4,841.89	0.00	0.00	0.00			4,841.89
		WELLS FARGO HOME MORTGAGE		WELLS FARGO TAX 12-4-12 LAF					
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	<b>0.00</b>

# Property Billing Statement

## TOWN OF EXETER

10 FRONT STREET  
EXETER, NH 03833

(603) 773-6108

### Summary of Account by Property

Interest Calculated as of: 5/30/2014

11 OAKLANDS ROAD  
EXETER, NH 03833

Map Lot: 18-7  
PID: 18-7  
Alt ID:  
Location: 11 OAKLANDS RD

Date	Activity	Chk#	Amount	Costs	Penalties	Interest	Rate	Per Diem	Total
<b>2012 Balance:</b>			0.00	0.00	0.00	0.00		0.0000	0.00
<b>Year: 2013</b>	<b>Total Assessment:</b>		364,600.00	<b>Exemptions:</b>		<b>Credits:</b>			
Land:	129,000.00	CU:	0.00						
Bldg:	235,600.00	Other:	0.00						
<b>Bill #:</b>	<b>56328</b>	<b>Date:</b> 5/16/2013	<b>Due:</b> 7/01/2013	<b>Year:</b> 2013	<b>Type:</b> TAX01	<b>Original Amnt:</b>		<b>4,725.21</b>	
6/27/2013	Payment	ELECTRONIC	4,725.21	0.00	0.00	0.00			4,725.21
			WELLS FARGO - ELECTRONIC WELLS FARGO 6-27-13 LAF						
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	0.00
<b>Bill #:</b>	<b>66019</b>	<b>Date:</b> 11/15/2013	<b>Due:</b> 12/20/2013	<b>Year:</b> 2013	<b>Type:</b> TAX02	<b>Original Amnt:</b>		<b>4,765.33</b>	
11/27/2013	Payment	ELECTRONIC	4,765.33	0.00	0.00	0.00			4,765.33
			WELLS FARGO HOME MORTGAGEX - WELLS FARGO 11-27-13 LAF						
<b>Balance Due:</b>			0.00	0.00	0.00	0.00	12.00	0.0000	0.00
<b>2013 Balance:</b>			0.00	0.00	0.00	0.00		0.0000	0.00
<b>Year: 2014</b>	<b>Total Assessment:</b>		364,600.00	<b>Exemptions:</b>		<b>Credits:</b>			
Land:	129,000.00	CU:	0.00						
Bldg:	235,600.00	Other:	0.00						
<b>Bill #:</b>	<b>68469</b>	<b>Date:</b> 5/16/2014	<b>Due:</b> 7/01/2014	<b>Year:</b> 2014	<b>Type:</b> TAX01	<b>Original Amnt:</b>		<b>4,745.26</b>	
<b>Balance Due:</b>			4,745.26	0.00	0.00	0.00	12.00	1.5601	4,745.26
<b>2014 Balance:</b>			4,745.26	0.00	0.00	0.00		1.5601	4,745.26
<b>Totals Parcel - 18-7</b>			4,754.83	0.00	0.00	6.11		1.5632	4,760.94

**SECOND AMENDMENT TO BUY BACK AGREEMENT**

WHEREAS Paul W. Winkley, Heather W. Winkley, and the Town of Exeter entered into a Buy Back Agreement dated June 7, 2013 which allowed Mr. Winkley to repurchase a manufactured home located at 22 Cherry Street in Exeter that had been taken by the Town by tax deed by making certain payments over a number of years;

WHEREAS Mr. Winkley now desires to sell that manufactured home;

NOW THEREFORE, the parties hereby agree to amend the Buy Back Agreement to add paragraph 22 as follows:

22. While this Agreement is in effect, Mr. Winkley may market the property for sale; however, any Purchase and Sale Agreement shall be contingent upon approval by the Town of Exeter, which approval shall not be unreasonably withheld as long as the Town of Exeter receives full payment due under this Agreement as a result of the sale. Under no circumstances shall the Town of Exeter be responsible for any commission or other payment due to any broker(s) as a result of the marketing and sale of the property.

**TOWN OF EXETER**

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

\_\_\_\_\_  
Julie Gilman, Chair

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

\_\_\_\_\_  
Dan Chartrand, Vice Chair

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

\_\_\_\_\_  
Anne Surman, Clerk

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

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

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

\_\_\_\_\_  
Nancy Belanger

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

\_\_\_\_\_  
Paul Winkley

## Disposition of Surplus Electronic Data Processing equipment

I am looking to Surplus:

### **7 peripherals**

1 USB Storage Device

3 Non Working Flat Panel Monitors

3 Dot Matrix Printers

### **27 PCs**

5 units less than 5 years old – see below

22 Units 5 years old or older replaced due to policy. All of these PCs were running Windows XP making them unmarketable without upgrade. Cost to upgrade is \$135 for software and 2 hours labor each.

### **17 Networking Devices**

All units over 5 years old. The newest units were very inexpensive units when new. This equipment is was mostly pulled out when the phone systems were upgraded and needed modern networking capabilities.

### **1 Miscellaneous**

Sound Mixer installed in the EXTV broadcast studio in 2007. It had become very noisy.

All data has been wiped and configurations reset on all equipment.

I am seeking approval to send this equipment to our transfer station for recycling. The cost of repairing and then selling this equipment exceeds its market value. For example, **retail** for a refurbished 4 year old PC is less than \$200. In order to get to that price point, we would have to invest \$135 to update windows to Windows 7, tear down and clean each unit, repackage unit and be willing warranty them for a period of 90 days. If there is concern about sending any residual value off for recycling, I suggest the town run an annual auction for all surplus items; the right person might be willing to bid on this.

Details on next page

Andy Swanson

Peripherals	qty	Age	Notes
Seagate ST90000UZ	1	6	broken
Acer LCP Monitor	1	6	broken
Lenovo Monitor	1	6	broken
Acer LCD Monitor	1	7	broken
Oki Microline 320 turbo 9 pin printers	3	10+	Obsolete
PCs			
TouchSmart all-in-one	1	2	caught fire
HP Compad 500b	2	3	Incompatible with Windows 7
SYX Durabook laptop	1	4	Emergency vehicle laptop run over
HP Compaq dc5850 microtower	1	4	Incompatible with Windows 7
HP Compaq dc5750 microtower	1	5	Replaced by policy
HP Compaq dc5750 microtower	1	5	Replaced by policy
HP romPaq dx7500 microtower	1	5	Replaced by policy
HP All-In-One PC Series (100B)	2	5	Replaced by policy
HP Compad dx 2400 Microtower	1	5	Replaced by policy
HP Compad dx 7500 Microtower	1	5	Replaced by policy
HP Compad dc5750 Microtower	1	5	Replaced by policy
HP Compad dx 2400 Microtower	1	5	Replaced by policy
HP Promed dx515om	1	6	Replaced by policy
HP Compaq dx 2250 microtower	1	6	Replaced by policy
HP Compact dc570 Microtower	2	6	Replaced by policy
HP Compau dx 2300 Microtower	1	6	Replaced by policy
HP Microtowers	1	6	Replaced by policy
HP Compad dc7900	1	6	Replaced by policy
HP PROMOd5150S	1	7	Replaced by policy
HP Compad d220	2	8	Replaced by policy
Premio 9150 Microtower	1	8	Replaced by policy
Travelmate 5104WSM1 laptop	1	9	Replaced by policy
Athlon XP laptop	1	9	Replaced by policy
Networking			
Hawking 1 Port USB 2.0 Print Server	1	5	Obsolete
Netgear 5 Port 10/100mbs	1	5	Obsolete
Linksys 10/100 8-Port switch	1	7	Obsolete
D-Link Ethernet converter	1	10+	Obsolete
Netgear ProSafe Plus Switch	1	10+	Obsolete
3Com Baseline Switch 2842	1	10+	Obsolete
3Com Switch 3300 24 Port 3C16980A	4	10+	Obsolete
Netgear ProSafe 24 Port Gigabit Switch	4	10+	Obsolete
Cisco/Linksys wireless-N Home Router	1	10+	Obsolete
TrendNet, SingleMode With SC Connector	1	10+	Obsolete
SMC EZ Switch 10/1000 1024DT	1	10+	Obsolete
EuroRack Pro RX 1202 FX Rack Mixer	1	7	EXTV Sound Mixer - broken

**Town Facilities / Permits****June 2014**

<b>Date</b>	<b>Event Hours</b>	<b>Facility/Permit</b>	<b>Group</b>	<b>Purpose</b>
6/6/14	6-11pm	Town Hall	Parks and Rec.	Building Tour
6/7/14	8am-2pm	Town Hall	GFWC	Yard Sale
6/8/14	8am-12pm	Road Permit	Loco Sports	5k
6/10/14	6:30-7:30pm	Town Hall	DPW W&S	Public Information
6/10/14	5-8pm	Block Parking Spaces	Boy Scouts 322	Collecting old flags
6/14/14	8am-12pm	Road Permit	Exeter Firefighter Assoc.	Boot Drive
6/14/14	11:30am-2pm	Town Hall	Schwartz/Fay	Wedding
6/14/14	3:30-9pm	Town Hall	Parks and Rec.	Movie Camp
6/17/14	5:30-9pm	Town Hall	Relaxed Homeschoolers	Talent Show
6/19/14	6-9pm	Town Hall	Seacoast Photography Group	Monthly Meeting
6/24/14	4:30-8:30pm	Road Permit	Exeter Classic	Bike Race
6/30/14	6:30-9:30pm	Town Hall	Brass Band	Rain Shelter



# Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833

Faxed #: 603-772-4709 or emailed: [twmMgr@town.exeter.nh.us](mailto:twmMgr@town.exeter.nh.us)

Facility Requested: Town Hall (Main Floor)  Town Hall Stage  Bandstand   
Signboard Requested: Poster Board  Week: Plywood Board  Week:

### Representative Information:

Name: John Hauschildt Address: 225 Water Street  
Town/State/Zip: Exeter, NH 03833 Phone: 603-686-8090  
Email: John@RumDoodle.com Date of Application: 16-May-2014

### Organization Information:

Name: Seacoast Artists Association Address: 225 Water Street  
Town/State/Zip: Exeter, NH 03833 Phone: 603-778-8856

### Reservation Information:

Type of Event/Meeting: Seacoast Photographers Group Meeting Date: 3rd Thurs. of each Month  
Times of Event: 6-9PM Times needed for set-up/clean-up: Incl  
# of tables: 0 # of chairs: 50  
List materials being used for this event: Chairs, screen  
Will food/beverages be served? Rarely Description: Monthly meeting of SAA Photo Group

### Requirements:

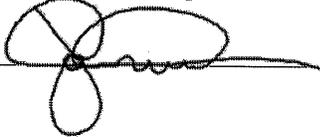
**Cleaning Deposit:** A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

**Liability Insurance Required:** The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.

**Rental Fee:** For Town Hall use there is a fee of \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

**Keys:** Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature:  Date: 16-May-2014

Authorized by the Board of Selectmen/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_

Fee: Paid  Will pay by \_\_\_\_\_ Non-profit fee waiver requested



# Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833  
Faxed #: 603-772-4709 or emailed: [townmgr@town.exeter.nh.us](mailto:townmgr@town.exeter.nh.us)

Facility Requested: Town Hall (Main Floor)  Town Hall Stage  Bandstand

Signboard Requested: Poster Board  Week: \_\_\_\_\_ Plywood Board  Week: \_\_\_\_\_

### Representative Information:

Name: Rebecca Pawling Address: 100 Campus Drive Suite 23  
Town/State/Zip: Portsmouth, NH 03801 Phone: 603.422.8235x104  
Email: bpawling@newheightsonline.org Date of Application: 5/21/14

### Organization Information:

Name: New Heights Address: 100 Campus Drive Suite 23  
Town/State/Zip: Portsmouth, NH 03801 Phone: 603.422.8235

### Reservation Information:

Type of Event/Meeting: Lecture Date: 10/23/14+4/2/15+5/7/15  
Times of Event: 6:30 to 8:30 Times needed for set-up/clean-up: 4:30 to 9:00  
# of tables: 6 # of chairs: 40  
List materials being used for this event: maybe a screen and projector?  
Will food/beverages be served? yes Description: simple appetizers

### Requirements:

**Cleaning Deposit:** A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

**Liability Insurance Required:** The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.

**Rental Fee:** For Town Hall use there is a fee of \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

**Keys:** Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature:  Date: 5-21-14

Authorized by the Board of Selectmen/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_  
Fee: Paid  Will pay by \_\_\_\_\_ Non-profit fee waiver requested

## Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: May 30<sup>th</sup>, 2014

- The Sportsmen's Club project tree cutting commenced the week of May 27th.
- The Portsmouth Avenue sewer line work finished the week of May 27th. Polito will be back in the Fall of this year to finish paving. The detour signs are down for Holland Way.
- Unitil is digging on High Street from about 10 High Street and will be doing excavations for natural gas line replacement to Drinkwater Road.
- The position of Economic Development Administrator closed on May 23<sup>rd</sup>. The Town received 48 applications which have been screened by Human Resources. Interviews are scheduled to begin the end of the week of June 6<sup>th</sup>.
- The SEIU contract was completed and signed on May 23<sup>rd</sup>. The contract is effective through December 31, 2015.
- Mike Morgan alerted me to the fact that Kate Segal is leaving the Co-op Board to become the principal at Newfields Elementary School. Kate's replacement is to be chosen by the Selectboard until the next election, unless the Board defers to the Co-op Board.
- The grants approved by the Selectboard for DPW were submitted this week for Gilman Fencing and for the Asset Management Program.
- The Utility Services Group contract was signed and turned over to Public Works.
- Completed participation on May 19<sup>th</sup> in the NHMA Legislative Committee on Government Affairs for 2014.
- A Department Head meeting was held on May 22<sup>nd</sup>. Topics centered around email changes, department happenings and interdepartmental communications and recognition.
- I attended the All Boards 2 meeting on May 21<sup>st</sup> at the Town Hall.
- I held a meeting with Mike Favreau and Greg Bisson on May 28<sup>th</sup> to discuss the CIP, a Parks/Recreation upcoming use survey, and the Powder Keg agreement.
- Julie and I attended services for Officer Steve Arkell on May 21<sup>st</sup> at Exeter Area High School.
- On Friday May 30<sup>th</sup> I met with David Hampson and Madeleine Hamel from EDC to receive input on the Economic Development Administrator position.
- Fielded questions from tax office about mobile homes owing taxes.
- I attended the Memorial Day ceremonies on May 26<sup>th</sup> and assisted Nancy Belanger serving some great pizza at the Senior Center afterward!



# State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner

Earl M. Sweeney, Assistant Commissioner

## Homeland Security and Emergency Management

Perry E. Plummer, Director

Steven H. Temperino, Assistant Director



May 22, 2014

Ms. Julie Gilman, Chair  
Exeter Board of Selectmen  
Exeter Town Office  
10 Front Street  
Exeter, NH 03833

Dear Ms. Gilman:

As you are aware, the Town of Exeter is a member of the Seabrook Station's Emergency Planning Zone (EPZ). As an EPZ community, an annual "assessment" is received by your community from Seabrook Station, based upon an assessment request submitted to N.H. Homeland Security and Emergency Management (HSEM). This request is reviewed for final submission to the plant by the Commissioner of Safety, based upon RSA 107-B reimbursement.

In years past, there have been numerous meetings and discussions held around the assessment process, allowable expenditures and the timing of the assessment reimbursement as it relates to differing fiscal years for the communities and the State. For the past several months, discussions have been held with personnel from Seabrook Station and HSEM to streamline the process for the communities and allow for more flexibility in purchasing and timing.

A meeting was held last month in Manchester with the Emergency Management Directors (EMDs) or their designees from the 17 EPZ Communities, Seabrook Station, and HSEM to review a new assessment reimbursement process referred to as "Flat Rate." This follows the process currently in use by Seabrook Station with their Massachusetts EPZ towns. With the exception of two towns who were not present, all the communities overwhelmingly "voted" to move to the Flat Rate Assessment process for FY2015 (July 1, 2014 – June 30, 2015) and forward.

We would like you, as the Select Chair, to also be aware of the process as it was presented and "approved." All requests for assessment will continue to be considered as reimbursements and therefore no funding will be provided "up front."

Each municipality will continue to be asked at the end of one fiscal year to submit to the State an assessment request for the next year. There will be an annual flat rate of \$8,500, paid in installments on a quarterly basis to each community. These funds will be available to the EMD for supplies, equipment (individual pieces <\$2,500/each), planning and administration – all for the Radiological Emergency Response Program (RERP) within the community. Payments will be made, upon receipt by HSEM, of quarterly certification by the EMD that certain responsibilities for public safety in RERP have been fulfilled. In addition, at the beginning of each year, a "Training Plan"; "Exercise and Drill Plan" (as appropriate) and "Equipment Requests" for individual pieces of more than \$2,500 must be submitted. Costs associated with these will be separate and apart from the flat fee, and again, must be paid on a reimbursement basis.

*Town Manager's Office*

**MAY 29 2014**

*Received*

Office: 110 Smokey Bear Boulevard, Concord, N.H.  
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305  
603-271-2231, 1-800-852-3792, Fax 603-223-3609  
State of New Hampshire TDD Access: Relay 1-800-735-2964

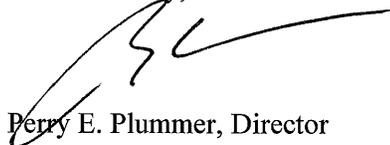
Ms. Julie Gilman, Chair  
Page 2  
May 22, 2014

Since the FY2015 Assessment Request from your community had been submitted prior to the meeting, we have taken the request and put it in the appropriate flat fee format. (See enclosed.) The Field Representative from HSEM will be meeting with your EMD to review this document.

If you have any questions, please do not hesitate to contact your Field Representative or call our Technological Hazards Section (POC: Diane Becker, Chief, at 223-3616). We hope you and your community will find this process significantly easier and more flexible in meeting your specific needs. As a final comment, all 17 EPZ communities have to participate in order for the process to be implemented.

Thank you so much for your support of the Seabrook Station Emergency Planning Zone and ensuring the public safety of those in your communities.

Most sincerely,



Perry E. Plummer, Director

PEP/jet

Enclosure

cc: Russell Dean, Town Manager, Town of Exeter  
Brian Comeau, Director, Exeter Emergency Management  
Danielle Morse, Field Representative, NH HSEM

# SEABROOK STATION EPZ – FY 2015 Supplementary Budgets

(Must be submitted no later than 30 May 2014)

Name of Community: Exeter Date: May 1, 2014

## Part I: Training Plan & Requests

(Training should reflect ONLY individuals from your municipality)

Name of Training	Date Anticipated	Number of Individuals	Place of Training	\$\$ Request
RERP Overview		90 People	Exeter	\$14,220
<b>TOTAL REQUEST</b>				<b>\$14,220</b>

To be reimbursed for training expenses, course record with names of municipality's participants must be submitted in addition to invoice from appropriate community.

### Training Programs Eligible for REP reimbursement:

REP 101 – INTRODUCTION TO REP (covers notification, protective action process, radiation concepts, radiological exposure control, EOC Operations and operation of public alert system.

SPECIALIZED TRAINING ON PROCEDURES.

RADEF TRAINING – Issuance of dosimetry and procedures for Radef Officer.

#### EMI INDEPENDENT STUDY:

- IS-3 Radiological Emergency Management (Max. 5 hours)
- IS-301 Radiological Emergency Response (Max. 6 hours)
- IS-331 Introduction to Radiological Emergency Preparedness Exercise Evaluation (Max. 10 hours)

Special REP Courses offered through HSEM are also eligible. Please check with your Field Rep. or with Tech Hazards if you are unsure of reimbursement eligibility.

## Part 2 – Drill & Exercise Participation

(Drills & Exercises should reflect expenses incurred ONLY individuals from your municipality)

Name of Activity	Date Anticipated	Number of Individuals	Place of Exercise	\$\$ Request
CFE #1	1 <sup>ST</sup> Quarter August 20, 2014	20 People	Exeter EOC	\$4,740
CFE #2	2 <sup>ND</sup> Quarter October 8, 2014	20 People	Exeter EOC	\$4,740
Graded	2 <sup>ND</sup> Quarter November 5, 2014	20 People	Exeter EOC	\$4,740
Food/Supplies	1 <sup>ST</sup> & 2 <sup>ND</sup> Quarter 8/20/14, 10/8/14 & 11/5/14	20 People	Exeter EOC	\$900
<b>TOTAL REQUEST</b>				<b>\$15,120</b>

Drills, exercises and workshop dates for the SS Exercise Cycles are provided by HSEM. If a municipality wishes to have an event separate from the published dates and be reimbursed, prior approval from HSEM Tech Hazards must be obtained.

## Part 3 – Equipment Requests

Equipment Requests are made for any single piece of equipment > \$2,500. Equipment purchases of \$2,500 or less must come from the \$8,500 flat fee.

Name of Equipment	Use in REP	Percentage of Total Cost (if applicable)	\$\$ Request
<b>TOTAL REQUEST</b>			

**NOTE: Sample does NOT indicate automatic approval for this type of equipment.**

**Approval/Recommendation of Request:**

*[Signature]*

**Municipal Representative (Approval)**

5-14-2014

**Date**

*[Signature]*

**Field Representative (Recommendation)**

5/14/14

**Date**

\_\_\_\_\_

**Tech Hazards Section - HSEM**

\_\_\_\_\_

**Date**

**Municipalities will be notified of approval of requests & plans prior NO LATER THAN 30 June.**

**Appeals will be taken and considered (conference call or meeting with town officials) during the first quarter of the fiscal year. Notification will be made within 30 days of call or meeting.**



Town of Exeter  
Public Works Department

*Preserving, Enhancing  
Community & Environment*

# Memo

To: Russell Dean, Town Manager  
Julie Gilman, Chair, Board of Selectmen  
Dan Chartrand, Vice Chair  
Anne Surman, Clerk  
Don Clement, Selectman  
Nancy Belanger, Selectwoman

From: Jennifer R. Perry, P.E., Public Works Director *JRP*

cc: Richard Kane, Chief, Exeter Police

Date: May 27, 2014

Re: Request for Night Excavation, 33 Water Street (Green Bean)

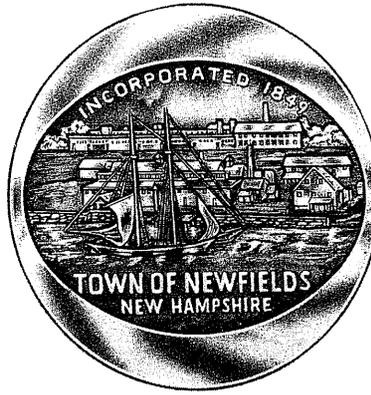
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The contractors (John Bernier and Todd Brasher) for the Green Bean expansion at 33 Water Street are in the process of installing a new 6" diameter water service. The water service extends to the 16" diameter water main, which is located at the center of Water Street in that area. The Exeter Police Department and Public Works Department concur that work on the water service needs to be done at night, due to the restriction of traffic to one lane on Water Street.

We recognize the Board does not meet again until next Monday, June 2. In an effort to expedite completion of the water service work for the Green Bean, we are asking for the Board to approve this night work at their earliest convenience. The contractors are ready to complete this work tonight, Tuesday, May 27 or Wednesday, May 28.

Please acknowledge your approval of this night work by either initialing next to your name on this memo in the Town Manager's office, or responding to all in the cover email.

*Town of Newfields*  
*phone 603-772-5070*



*Newfields, New Hampshire*  
*03856*  
*fax 603-772-9004*  
*www.newfieldsnh.gov*

May 22, 2014

Town of Exeter, NH  
10 Front Street  
Exeter, NH 038833

Dear Town of Exeter Board of Selectmen,

The Town of Newfields in conjunction with Primex of New Hampshire will be offering a free two hour class on volunteering and community events on Tuesday June 24<sup>th</sup> 2014. The free class will be held at 65 Main Street Newfields from 10:00 am till Noon. Your town does not have to be a member of Primex to attend this training.

Some of the topics which will be covered are playground safety, parades, property and liability coverage, use of public facilities and volunteering to name a few.

If you would like further information or to attend the class, you can sign up through Primex either by phone (1-800-698-2364) or on line at [www.nhprimex.org](http://www.nhprimex.org).

Sincerely,

Newfields Board of Selectmen

*Town Manager's Office*

**MAY 23 2014**

*Received*

Kate Segal  
21 Tremont Street  
Exeter, NH 03833

May 29, 2014

Dear Mike Morgan and the ERCSB,

This letter is to inform you that my last day serving on the Exeter Regional Cooperative School Board will be June 30, 2014. I am truly thankful for the opportunity to have worked with all of you, past and present board members, administrators and staff for the benefit of Coop students for the last seven years. I am humbled by the continuous support I have had from our voters, as well as the confidence you have placed in me, by electing me as chair. I have tremendous respect for all SAU 16 joint school board members, your time and commitment, and the difficult decisions you make, ensuring high academic standards for all our students.

Sincerely,

*Kate Segal*

Kate Segal

**Historic District Commission**

**Exeter, N.H.**

To Russell Dean, Town Manager

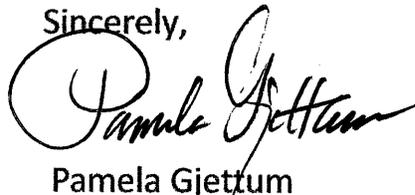
Dear Mr. Dean,

At our meeting of May 15, 2014 the Historic District Commission discussed extending the Discretionary Preservation Easement for the barn at 137 Linden Street.

We feel that the barn is indeed a scenic historical and architectural structure. It is lovely and has been well maintained; anyone walking, cycling or driving at that end of Linden Street surely enjoys it. It is historic, as we can date it to the 1820s and know that it was added to before the Civil War. The barn is still in use as home to horses and goats and as such is one of the very few working barns in the area. Exeter's reclusive artist, Willie White, painted pictures of the barn throughout his long life and even sent home sketches drawn from memory during his service in World War II.

The Commission voted unanimously to express our support for extending this preservation easement.

Sincerely,

A handwritten signature in black ink that reads "Pamela Gjetton". The signature is written in a cursive style with a large, prominent initial "P".

Pamela Gjetton

Chairman

*Town Manager's Office*

**MAY 19 2014**

*Received*

# BUILDING DEPARTMENT

Douglas Eastman, Building Inspector/Code Enforcement Officer

---

**DATE:** May 28, 2014

**MEMO TO:** Russ Dean, Town Manager

**RE:** April and May 2014 Monthly Report

In addition to my regular daily schedule, including inspections, plan review, telephone conversations and meetings with contractors and/or residents regarding building improvements, I have participated in the following:

April 4<sup>th</sup>, 2014

- Attended Tax Increment Financing (TIF) meeting

April 8<sup>th</sup>, 2014

- Monthly EEDC meeting

April 16<sup>th</sup>, 2014

- NH Public Management @ Primex
- HR Best Practices Series II

April 24<sup>th</sup>, 2014

- Attended Webinar on "Wood Frame Construction (2 hours in office)  
Bob Wentworth, Electrical Inspector also attended
- Attended Department Supervisors Training sponsored by Primex (at DPW)

May 8<sup>th</sup>, 2014

- Meeting with Exeter Housing Authority regarding proposed expansion

May 9<sup>th</sup>, 2014

- Meeting with Dick Wendell regarding proposed Main Street School road & parking project

May 14<sup>th</sup>, 2014

- New Hampshire Building Officials Association (NHBOA) Code Update – 2014 IBC

May 21<sup>st</sup>, 2014

- New Hampshire Seacoast Building Officials Association (NHSBOA) Annual Business meeting
- Attended "All Boards Meeting II"

May 22<sup>nd</sup>, 2014

- Attended Department Manager's meeting

May 27<sup>th</sup>, 2014

- Meeting with Wendy Munroe, Great Bay Kids Company regarding proposed construction on Epping Road

**AN AGREEMENT**

**between**

**STATE EMPLOYEES' ASSOCIATION OF NEW  
HAMPSHIRE, INC.**

**SEIU LOCAL 1984**

**and**

**TOWN OF EXETER**

**Public Works  
and  
Town Office Employees**

**2014 to 2015**

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An AGREEMENT between the STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC., S.E.I.U. LOCAL 1984, hereinafter referred to as the "Association" and the TOWN OF EXETER hereinafter referred to as the "Town" and collectively referred to as the "Parties."

**ARTICLE I**  
***Recognition***

- 1.1. The Town recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A with regard to the following jobs as enumerated in the certification of State Employees Association of New Hampshire, Inc., S.E.I.U. Local 1984.

**PUBLIC WORKS**

Water/Wastewater Treatment Plant Operator  
Heavy Truck Driver  
Highway Foreman  
Highway General Foreman  
Mechanic Class 1  
General Laborer  
Heavy Equipment Operator  
Heavy Equipment System Operator (W&S only)  
Secretary  
Water/Wastewater Treatment Plant Senior Operator  
Water/Sewer Distribution Technician  
Water/Sewer Foreman  
Maintenance Technician  
Utility Foreman  
Mechanic Foreman  
Maintenance Technician/W&S  
Maintenance Technician/Carpenter  
Maintenance Technician/Electrician  
Maintenance Technician/HVAC & Plumbing

**TOWN OFFICES**

Water & Sewer Clerk  
Assistant Town Clerk  
Assessing Clerk  
Accounting Clerk  
Deputy Town Clerk  
Secretary  
Clerical Supervisor  
Collection Specialist

**FIRE/POLICE**

Secretary  
Clerical Supervisor

**RECREATION DEPARTMENT**

Clerical Supervisor  
Parks Foreman  
Parks Laborer

- 1.2. Reference to the "Association" as exclusive representative of the employees means the state organization of the State Employees' Association of New Hampshire, Inc., and the Town shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

**ARTICLE II**  
***Employee Rights and Non-Discrimination***

- 2.1. The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.
- 2.2. The Town shall furnish each employee who is hired after the signing of this Agreement with a copy of the Agreement.
- 2.3. There will be no discrimination in promotions or selections for positions because of race, sex, color, religion, national origin, age, marital status, membership in or activity on behalf of the Association.

**ARTICLE III**  
***Probationary Employees***

- 3.1. All eligible full-time employees who have satisfactorily completed the twelve (12) month probationary period and received certifications shall become regular employees and shall become members of the bargaining unit. All employees shall become unit employees and shall be covered by this Agreement as of the beginning of their second year of employment, at the latest.
- 3.2. No regular employee who is on probation by virtue of a promotion or other change of job class or duties shall be considered to be a probationary employee for purposes of this Article.

**ARTICLE IV**  
***Management Rights***

- 4.1. The Employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Hampshire and of the United States. All rights, which ordinarily vest in and are exercised by public employers, which are not specifically relinquished in this Agreement, are reserved to and remain vested in the Employer. The Employer possesses the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel. Further, the Employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, or procedures, to direct employees in their duties, to establish reasonable work rules, to take disciplinary action for just cause, to relieve employees from their duties because of lack of work, to take whatever action is necessary to comply with State or Federal law, to introduce new or improved methods or facilities, to change existing methods

or facilities, and to take whatever action is necessary to carry out the functions of the Employer in an emergency situation.

- 4.2. For the purposes of this Agreement, "emergency" is defined as a condition or situation unexpected and out of the ordinary which requires immediate action to avoid danger to life or property.

## **ARTICLE V** *Association Rights*

- 5.1. The Association, or committees of the Association may be allowed the use of the facilities of the Town for meetings when such facilities are available subject to the approval of the Town Manager under existing policy as determined by the Employer. If the Association wishes to use any of the facilities of the Town, it shall request such use at least one week in advance and the Town shall provide the requested facility, if available.
- 5.2. Staff representatives of the Association may, upon request to the Town Manager, be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.
- 5.3. The Town shall provide reasonable space on bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.
- 5.4. The Town shall, within thirty (30) days after the effective date of this Agreement, furnish to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit. Upon reasonable request, the Town shall furnish updated lists to the Association. The Association agrees to limit such requests to not more than once per month.

## **ARTICLE VI** *Dues Checkoff and Fair Share*

- 6.1. The Town shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the Town an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.
- 6.2. The Town shall pay to the Association such collected dues and fees once each month and shall include a list of the employees for which dues are being paid and the dates of such payments.
- 6.3. An individual who is not a member of the Association who request services of the Association in a grievance representation shall be charged the full fair cost to the Association of such representation. The Town shall have no responsibility in the collection of such costs.
- 6.4. The Association shall be allowed the use of one (1) additional payroll deduction.

**ARTICLE VII**  
***Basic Work Schedule***

- 7.1. Any current work schedule change shall be subject to two weeks notice, except in an emergency.
- 7.2. For pay purposes, the work week shall begin at 12:01 a.m. on Monday and end at midnight the following Sunday for all employees.

**ARTICLE VIII**  
***Overtime***

- 8.1. Hours worked beyond the normal work day or beyond the normal work week shall be paid at time and one half.
- 8.1.1. The Parties agree that there shall be no claim for overtime compensation because of part-time work in a town department different from the employee's regular employment.
- 8.2. The supervisor shall give as much notice as practicable when overtime will be worked.
- 8.3. Time worked, for the purpose of this article, shall mean all time an employee is on pay status, subject to the exception set forth in 8.1.1. Pay status shall mean time worked and paid time off.
- 8.4. Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.
- 8.5. In the event that an employee is called back to work after the end of his/her last regularly scheduled shift, s/he shall receive time and one-half pay for all time worked on such call out which is not part of a regularly scheduled shift, but in no case shall the call out pay be less than three (3) hours pay at time and one-half.
- 8.6. Overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference shall be given to those employees currently assigned to the work section, area, or job in which the overtime is to be worked.
- 8.6.1. An employee shall not be relieved of duty during regular shift hours in his/her basic work week, in order to compensate for or offset overtime hours worked, unless (a) he/she agrees to be relieved of duty, or, (b) it is in the interest of the employee, the employer or the general public to relieve the employee of duty for reasons of health or safety.
- 8.7. The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.

**ARTICLE IX**  
***Holidays***

9.1 The following are the official holidays for the term of the Agreement:

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	

9.1.1 Any of the aforementioned holidays falling on a Sunday shall be treated as falling on the following Monday. In like manner, any of the aforementioned holidays falling on a Saturday, shall be treated as falling on the preceding Friday.

9.2 When a holiday falls on the regularly assigned day off for the employee, such employee shall be compensated by another day off.

9.2.1 All holidays must be taken in full days only.

9.3 Payment for holidays will be as follows:

9.3.1 Holidays not worked: Every employee who meets the conditions for holiday leave with pay under 9.4. below will be paid at his normal straight time, hourly rate for each holiday not worked.

9.3.2 Holidays worked: Employees will be paid time and one-half for all hours worked on holidays within their regular work schedule, plus their regular weekly pay.

9.4 To be eligible for holiday leave with pay, the employee shall have worked the full scheduled standard work day (of the standard work week) before the holiday and the full scheduled standard work day (of the standard work week) after the holiday, unless the employee's absence is due to one of the following reasons:

- a. Told not to report to work.
- b. Sent home after reporting to work.
- c. Attending to compulsory civic duty, such as jury duty, etc.
- d. Recovering from occupational injury received in the Town's employ.
- e. Death in the family or illness in accordance with the provisions of 12.2.3.
- f. If on vacation.

9.5 Employees shall be eligible for holiday pay at the date of employment.

**ARTICLE X**  
*Wage and Salary Administration*

- 10.1 Wages: (See Appendices)
- 10.1.1 Effective with the first full pay period beginning July 1, 2014, all employees will be slotted into the new wage schedule and then all eligible employees will receive a one-step wage increase. On this date any employee who is not eligible for a step due to being at the top of the wage schedule shall be paid a one-time bonus of 0.75% of base pay, which amount shall not be added to base pay and shall be paid by separate check. The July 1, 2014 wage schedule is attached as Appendix A.
- 10.1.2 Effective with the first pay period beginning July 1, 2015, the wage schedule shall be increased by 1.5% and all employees will be paid pursuant to that new wage schedule. Employees Almon, Hamel and Ryan will receive a one-step wage correction, also effective the first full pay period beginning July 1, 2015. The July 1, 2015 wage schedule is attached as Appendix B.
- 10.2 Longevity Pay: Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of December annually. Any member, who voluntarily leaves the service of the Town prior to December 1, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire. All employees hired after the execution of this Agreement shall not be eligible for longevity pay.

After Completion Of:

5th continuous year	\$ 300.00 annually
6th continuous year	350.00 annually
7th continuous year	400.00 annually
8th continuous year	450.00 annually
9th continuous year	500.00 annually
10th continuous year	550.00 annually
11th continuous year	600.00 annually
12th continuous year	650.00 annually
13th continuous year	700.00 annually
14th continuous year	750.00 annually
15th continuous year	800.00 annually
16th continuous year	850.00 annually
17th continuous year	900.00 annually
18th continuous year	950.00 annually
19th continuous year	1,000.00 annually
20th continuous year	1,050.00 annually
25th continuous year	1,500.00 annually

- 10.3 Payroll checks shall contain an itemization of all payroll deductions for the pay period.
- 10.4 Beginning Salary: The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, the Town Manager may make original appointments at a salary above the minimum rate of pay whenever such action is in the best interest of the Town.

- 10.5 **Demotion:** If an employee is moved into a lower paying position as a result of a reduction in force s/he may be employed at the maximum salary range of the lower class for which qualified, but s/he will receive at least the rate to which his/her length of service would otherwise have entitled him/her to in that class. If the maximum salary of the lower class is the same or higher than the salary of the person who moved into a lower paying position, the salary of that person shall be the same as s/he received prior to the move.
- 10.6 When an employee is promoted s/he shall suffer no loss in compensation.
- 10.7 **Temporary Assignment to Higher Position:** Employees covered by this Agreement who are required to assume, temporarily, the duties and responsibilities of a higher paid position, will be paid the minimum pay for such a position or their regular rate of pay, whichever is more, providing that such temporary assignment continues for three consecutive work shifts during the calendar year.
- 10.8 **Severance Pay:** Any employee who retires from his employment with the Town after having given fourteen (14) calendar days notice either to his Department Head, or to the Town Manager shall be entitled, after one year of service, to one week severance pay, plus any unused portion of annual leave. Any employee who ceases or terminates his/her employment for reasons other than retirement shall not be entitled to any severance pay.
- 10.9 The Town and the Association agree that all cost items of this Agreement must be approved by the Town at the Annual or Special Town Meeting, and the action taken at such meeting shall be final on all cost items. These cost items will be included by the Selectmen in the annual Town Budget. Also, both Parties agree that the cost items included in this Agreement shall not become effective unless and until appropriate action is taken by Town Meeting.
- Until the cost items have been approved or until a revised agreement is reached which is consistent with the action taken at the Town Meeting, the compensation and fringe benefits of employees covered by this Agreement shall be continued in accordance with the previous contract, provided that sufficient funds have been made available by the most recent Town Meeting.
- 10.10 The Town and the Association agree that the Town may convert to a bi-weekly payroll system at any time with a thirty (30) day notice to the Association. No employee will suffer any loss of pay as a result of this conversion.

## ARTICLE XI

### *Uniforms and Safety Equipment*

- 11.1. The Town shall determine and provide such safety equipment as necessary for employees to safely carry out their duties.
- 11.2. All non-office employees shall report to work in reasonably clean clothes consisting of standard uniforms and/or clothes approved by the Town. Any employee who reports to work out of uniform will be sent home on their own time to change into approved uniform.

All non-office employees will be issued a basic uniform package containing up to 11 sets of pants (cotton, polyester, or denim) and long sleeve shirts (cotton or polyester) cleaned on a weekly basis. Cleaning shall be provided at the Towns expense.

All employees may receive other Town approved T-shirts, sweatshirts, jackets, windbreakers, and hats.

The Town and the Association will establish a boot committee composed of two (2) Association members and two (2) management employees. The committee will meet to review boot vendors and prices annually, in order to recommend a preferred boot vendor to the Public Works Director, if possible.

Effective upon execution of this Agreement, a reimbursement not to exceed the actual cost of boots up to a maximum of \$185 for steel toed safety boots shall be provided in accordance with the safety shoe policy.

Once an employee has used his or her boot allowance to purchase boots in a given calendar year, management will replace those boots if they are damaged while on duty and are no longer satisfactory for work.

The Town agrees to purchase one set of Carhartt style overalls for each employee whose work requires it.

The Town agrees to reimburse employees up to \$150 for the cost of prescription safety glasses. The employee shall be eligible for additional reimbursement for the replacement of worn glasses or if the employee's prescription changes. Reimbursement will be made consistent with department and Town policies.

Issued uniforms and clothing shall be replaced when worn out or destroyed. For replacement, the item must be turned in with written verification of its loss or destruction in the line of work.

## **ARTICLE XII** ***Leave Administration***

12.1. Annual Leave:

12.1.1. Unit employees shall be entitled to annual leave with full pay on the basis of the following schedule:

After first year	-	five work days annually
After second year	-	ten work days annually
After fifth year	-	fifteen work days annually
After tenth year	-	seventeen and one-half work days annually
After fifteenth year	-	twenty work days annually
After twenty-fifth	-	twenty five work days annually

12.1.2. Except in an emergency, every employee shall be afforded the opportunity to receive at least two consecutive weeks of annual leave if earned leave time is adequate.

12.1.3. Vacation Administration:

12.1.3.1. Vacation Schedule: Vacations shall be scheduled between January 1st and December 31st, allocated in preference by seniority. All vacations must be taken

prior to December 31st of the vacation year. It is the policy of the Town not to grant payment in lieu of vacations.

12.1.3.2. **Divided Vacation:** A divided vacation may be approved by the Department Head and/or Town Manager provided it is taken within the vacation year. Such a decision will consider departmental work schedule and/or schedule for shutdown. All employees shall take one full week's vacation. The remaining earned vacation may be taken as wished, with approval of the Department Head.

12.1.3.3. **Maintenance of Vacation Schedules:** Vacation schedules for employees in all departments shall be maintained by the Department Head and should be posted in each department no later than April 1st of the year.

12.1.4. Upon termination of employment, a permanent employee will be paid for any unused accumulated annual leave at his/her regular rate of pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

12.1.5. Notwithstanding 12.1.3.1. above, any employee who, by virtue of reaching his/her anniversary date between July 1st and December 31st, earns additional vacation time shall be allowed to carry over such additional vacation time until their anniversary date of the following year.

12.2. **Sick Leave:**

12.2.1. Every unit employee shall be entitled to sick leave with full pay on the basis of the formula given below and computed at the end of each completed month of service.

<u>Days Per Month</u>	<u>Days Per Year</u>	<u>Maximum Accumulation</u>
1 ¼	15	120

12.2.2. Sick leave is earned from the first day of employment and, six (6) months, may be used as earned.

12.2.3. Paid sick leave shall be granted for the following reasons:

- a) personal illness;
- b) non-compensable bodily injury or disease;
- c) exposure to contagious disease, or quarantine;
- d) attendance upon member of the immediate family, whose illness requires the care of such employee for no longer than one day except that, with prior approval of the Department Head and the Town Manager, an extension may be granted, provided however that extensions will not be denied unreasonably.

Employees absent for the above reasons shall report such absence to their supervisor immediately, together with the reasons for the absence. A statement may be required from a qualified physician (designated by the Town Manager and at town expense) certifying the condition of the employee or a member of the family who has been reported ill.

12.2.4. Whenever a former employee who has been separated from the Town by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within one (1) year and had satisfactory work performance, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.

12.2.5. In the event of retirement or death of an employee, s/he or his/her estate shall be paid for all unused sick leave time to his/her credit at one-half the employee's regular rate of pay at the time of such retirement or death. Retirement means leaving Town employment upon reaching age 62 in anticipation of receiving retirement benefits.

12.2.6. Disabilities caused or contributed to by pregnancy, childbirth, and recovery there from shall entitle the employee to use accrued sick leave.

### 12.3. **Bereavement Leave:**

12.3.1. An employee is entitled to bereavement leave at full pay, not to exceed three working days between the date of death and the date of the funeral, inclusive for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean; spouse, parent, brother, sister, child, grandchild, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, or a person living within the household.

12.3.2. An employee is entitled to bereavement leave at full pay for one working day for the purpose of attending the funeral of a grandparent, brother-in-law, sister-in-law, aunt or uncle.

12.4. Special Leave of up to three days may be granted by the Department Head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to 12.3.1. or 12.3.2.

### 12.5 Family and Medical Leaves of Absence (FMLA)

1. An employee is eligible to request an FMLA leave if he/she has been an employee of the Employer for at least twelve (12) months and has worked at least 1250 hours during the twelve (12) month period immediately preceding the leave.
2. Subject to the requirements described in this policy, an eligible employee may request and will be granted up to twelve (12) workweeks of *unpaid* FMLA leave during any twelve (12) month period for one or more of the following events:
  - a. the birth and first year care of a child;
  - b. the placement of a child for adoption or foster care in the employee's home within 12 months of the placement;
  - c. the care of the employee's spouse, child or parent with a serious health condition; or
  - d. the employee's serious health condition which renders him/her unable to perform the functions of the employee's position.

- e. the care of the employee's spouse, son, daughter, parent, or next of kin who is a covered service member and recovering from a serious illness or injury sustained in the line of duty while on active duty.
  - f. any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
3. The Town of Exeter has the right to designate FMLA leave any time an eligible employee request time off for a qualifying reason. For example, if an eligible employee suffers a work related injury that qualifies as a serious health condition, the Town has the right to designate any time away from work as FMLA leave.
4. For purposes of calculating the amount of FMLA leave an eligible employee may request, the term "during any twelve (12) month period" means a rolling twelve (12) month period measured backward from the date requested leave will be used.
5. The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this policy shall entitle any employee who returns from leave to the accrual of any seniority or additional employment benefits during the period of the leave.
6. Unless one of the exceptions in the law applies, an employee who takes an FMLA leave for the intended purpose of the leave shall be entitled, on timely return from the leave and completion of all required documentation, to be restored to the position of employment held when the leave commenced or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
7. At the election of the eligible employee, any group health plan as defined by the FMLA will be maintained for the duration of an FMLA leave and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The employee will be responsible for paying his/her share of the premium. While on an *unpaid* FMLA leave, the employee will be responsible for paying this part of the premium by submitting payment to the Human Resources Office on or before each regular payday. The Employer may recover its share of the premiums for maintaining coverage for the employee under such group health plan during the period of an FMLA leave if the employee fails to return to work (or returns but fails to stay 30 calendar days) for reasons other than the continuation or onset of a serious health condition entitling the employee to leave under paragraphs 2.c or 2.d above, or other circumstances beyond the employee's control. Certification of inability to return to work as specified and allowed by the FMLA will be required.
8. An employee must substitute any accrued paid leave for any unpaid FMLA leave, as permitted by the FMLA regulations. Upon exhaustion of any accrued paid leave, the remainder of any FMLA leave will be unpaid. In no case will the combination of paid and unpaid leave used for an FMLA purpose exceed twelve (12) workweeks in

any twelve (12) month period as defined herein. Accrued paid leave will start with the following and continue until all accrued leave has been exhausted: Sick Time will be used for maternity leave, serious health condition or injury of the employee. Vacation/Personal Time used for care of a child and spouse after birth or adoption/foster care of a child, care of a spouse, child, parent or next of kin due to a serious health condition or injury.

9. FMLA leave for the birth/care of a child or for the placement of a child for adoption or foster care must be taken within the twelve (12) month period which starts on the date of such birth or placement. Regardless of when such leave begins, it will end no later than the end of the twelve (12) month period. Unless specifically permitted, FMLA leave for these purposes cannot be taken on an intermittent or reduced leave schedule.
10. If both spouses are employed by the Employer, they are limited to a combined total of twelve (12) workweeks of FMLA leave during any twelve (12) month period for purposes described in paragraphs 2.a or 2.b above. However, each employee may use up to twelve (12) workweeks of FMLA leave during any twelve (12) month period if the leave is for purposes described in paragraphs 2.c and 2.d above.
11. An eligible employee who foresees that she/he will require a leave for the birth/care of a child, or for adoption or foster care placement, must notify the Human Resources Office in writing not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances, generally within two (2) working days of learning of the need for leave.
12. An employee who foresees the need for a leave of absence due to planned medical treatment for her/him or for her/his spouse, child or parent, should notify the Human Resources Office in writing as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such notice should be at least thirty (30) calendar days in advance of the start of leave, unless impracticable, in which case the employee must provide the written notice as early as circumstances permit, generally within two (2) working days of learning of the need for leave.
13. If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee will be required to file with the Human Resources Office in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the employee is needed for such care.
14. If the requested leave is because of a serious health condition of the employee which renders her/him unable to perform the functions of her/his position, the employee will be required to file with the Human Resources Office a health care provider's statement as allowed by the FMLA.
15. Subject to the limitations and certifications allowed by the FMLA, leaves taken under paragraphs 2.c or 2.d above may be taken intermittently or on a reduced leave schedule when medically necessary, provided a health care provider certifies the expected duration and schedule of such leave and provided further that where such leave is foreseeable based upon planned medical treatment. The employee may be

required or may elect to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

16. An employee on an approved leave under this policy must inform the Human Resources Office every seven (7) days regarding her/his status and intent to return to work upon conclusion of the leave. In addition, an employee must give written notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown. If an employee takes leave because of their own serious health condition, the employee will be required to submit a fitness-for-duty certification before returning to work.
17. The taking of another job (including self-employment) while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including termination of employment.
18. In any case where there is reason to doubt the validity of the health care provider's statement or certification for leaves taken under sections 2.c or 2.d above, the Employer may, at its expense, require second and third opinions, as specified by the FMLA, to resolve the issue.
19. The provisions of this policy are intended to comply with the Family and Medical Leave Act of 1993, and any terms used from the FMLA will be as defined in the Act or the U.S. Department of Labor ("DOL") regulations. To the extent that this policy is ambiguous or contradicts the Act or DOL regulations, the language of the Act or regulations will prevail.

12.6. **Maternity Leave:**

Any full-time employee who becomes pregnant may, subject to Town approval, remain employed during said pregnancy so long as said employee obtains a doctor's statement that she is able to perform the duties of her job adequately, it being the duty of said employee to provide to such doctor a copy of the duties for which she is responsible under her job description. The Town may also require that said employee obtain a doctor's statement by a doctor chosen by the Town at Town expense that such employee is capable of performing all duties of her job description. If conflicting opinions are rendered by the two doctors, a third doctor's opinion shall be obtained from a doctor mutually agreed upon by the Town and said employee at Town expense.

- 12.7. **Leave of Absence Without Pay:** A permanent employee, upon proper application in writing to and upon written approval of the terms by the Town Manager, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months, provided all ordinary leave has been exhausted.

When requesting a leave of absence without pay for personal reasons, all vacation leave shall be exhausted.

Extensions of leave for additional periods may be granted by the Town Manager. No annual leave or sick leave may be accumulated or used during a leave of absence without pay. At the expiration of such leave, or if approved by the Town Manager before the expiration of the leave, the employee shall be reinstated in the same status as he/she held prior to the leave of absence unless arrangements are made to the contrary prior to the granting of the leave of absence. Failure on the part of an

employee to report promptly for work after written notice to the last known address provided to the employer by the employee at the expiration of the leave of absence may be cause for disciplinary action including dismissal.

12.8. **Leave of Absence With Pay:** The Board of Selectmen may, upon written recommendation of the Department Head and the Town Manager, authorize salary payments to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. All benefits shall remain in full force and effect during a leave of absence with pay.

12.9. **Jury Duty:** The Town considers it a civic duty to serve on a jury if summoned and will grant you leave in order to serve on a jury. Employees summoned for jury duty will be paid their regular rate of pay. The Employee must turn into the Town the pay provided by the government for jury service excluding mileage. The Employee must show the jury summons to their Department Head as soon as the notice is received and provide a copy to Human Resources.

While serving on a jury, you are expected to call your Supervisor daily to advise them of your status. In addition, you are expected to return to your job if you are excused from jury duty during your regular working hours. The employee must also provide a written statement from the appropriate government official showing the date(s) and time(s) served and the amount of compensation paid.

12.10. **Military Leave:**  
It is the Town's policy to grant leaves of absence without pay to regular full-time employee who enlist, are drafted, or are recalled to active service in the armed forces of the United States.

If you are in the military reserve, you will receive the required time off to complete your training and your drill obligations. You must present a copy of your official orders or instructions to Human Resources. This information shall be made a part of your permanent personnel record.

If you enlist or are recalled to active Armed Forces duty, for a time period beyond normal annual training and drill obligations, you have certain re-employment rights prescribed by statutes with which the Town will comply.

The rate of pay and other benefits of the employee on return from the military leave of absence will be same as if the employee had worked continuously with the Town of Exeter in the job held when such special leave was granted.

You must notify Human Resources of your availability to return to work.

The Town reserves the right to place another employee in your position for the duration of the military leave of absence. Every effort will be made to place you in your previous position. If this is not possible, you will be placed in a position with comparable status, pay and responsibility.

Employees who voluntarily or involuntarily serve in the United States armed forces or National Guard (collectively referred to as “uniformed services”) will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

Military leaves of absence will be unpaid, unless otherwise required by law. You may elect to take part of, or all of, your accrued vacation and personal leave with pay during your military leave of absence, but you are not required to do so.

- 12.11. **Unauthorized Absence:** An absence of an employee from duty for a single day or part of a day that is not authorized by a specific grant of leave under the provisions of this Article, will be deemed to be an absence without leave. This includes, but is not limited to, those situations when an employee is required to work additional, unscheduled hours at the beginning of a pay period, and opts to take scheduled hours off at the end of the same pay period.
- 12.12. **Personal Leave:** Employees shall be allowed three (3) days of leave in each calendar year for his/her personal use, which shall not be deducted from other leave accruals. Personal leave is not intended to be used as an extension of a holiday or vacation period, but, in the event that circumstances should require such use, the employer may ask the employee for a brief description of the circumstances, which necessitated such use.

**ARTICLE XIII**  
*Safety and Health*

- 13.1. The Employer shall endeavor to provide and maintain safe working conditions as required by law.
- 13.2. The present safety committee shall continue in operation to bring to the attention of the Town where conditions detrimental to health or safety exist, and make recommendations for the elimination of same.

**ARTICLE XIV**  
*Promotion, Layoff, Transfer, Seniority*

- 14.1. A vacancy or new position shall be filled in the following manner:
  - 14.1.1. The Town shall post all open positions on employee bulletin boards for a period of seven working days. The posted position shall contain the following:

Title of Job	Job Location
Salary Range	Closing Date of Application
Minimum qualifications	Job Description
  - 14.1.2. Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.

- 14.1.3. In the event that two (2) or more applicants for any position appear to be equally qualified, preference shall be given to the Town employee for promotion over the applicant who is not already a Town employee.
- 14.1.4. When any two Town employees are equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.
- 14.1.5. Promotions made where the employee has less than five years of continuous employment with the Town of Exeter shall be subject to a twelve (12) month probationary period. If continuous employment has been for five years or longer, the probationary period shall be for a period of six (6) months.
- 14.2. Permanent employees who are promoted and who fail the probationary period shall be returned to the same or comparable position from which they were promoted.
- 14.3. The employer shall give written notice to the employee affected by any proposed lay-off and the reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the employer prevent this length of notice.
- 14.4. Seniority shall be the length of continuous service with the Town from the date of hiring, and shall be calculated on the basis of years, months, and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into Town service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the Town service. Leaves of absence shall not be considered as breaks in service.

**ARTICLE XV**  
***Benefits***

- 15.1. **Medical Insurance:** Effective July 1, 2014, employees shall choose between the Matthew Thornton HMO Plan (MTB 20) or the Blue Choice 3-tier Point of Service (POS) Plan (BC3T20), the summaries of which are attached as Appendix C. The Town shall contribute eighty-eight (88%) percent of the premium for each of the above plans. The Town shall provide a prescription drug plan in which co-payments are Retail (30 days) \$10/20/45 and Mail (90 days) \$10/20/45.
- 15.1.1. **Dental Insurance:** Employees shall be provided with a dental plan for themselves and their dependents, for which the premiums shall be borne by the Town. The plan shall be Option 1B under the NHMA Health Insurance Delta Dental program.
- 15.1.2. **Drivers Licenses:** The actual cost of a newly required or newly required upgrade of a driver's licenses, required by the employer or any other legitimate authority, shall be borne by the employer.
- 15.2. **Personal Loss:**
  - 15.2.1. Employees shall be reimbursed for the verified loss of or damage to personal clothing as a result of their official duties.
  - 15.2.2. Employees shall be reimbursed for the verified loss of or damage to any other personal property as a result of their official duties, if it is personal property required by the department head. For purposes of this section, personal property shall not include money.

- 15.3. **Life Insurance:** Employees shall be provided, at no cost, with life insurance in the amount of twenty-five thousand dollars (\$25,000.00).
- 15.4. **Worker's Compensation:** The Town of Exeter will provide a guaranteed salary for each full-time permanent employee who would be subject to loss of salary due to a job connected injury or disability. This guaranteed salary shall be at the weekly rate currently being paid to the employee at the time of the injury or disability. The Town will make up the difference between the rate paid by Workmen Compensation insurance and the employee's salary, for a period not to exceed 104 weeks. The Town will pay the employee his or her normal salary until such time as the employee receives his or her first insurance check concerning such disability. The employee shall reimburse the Town for the amount of the insurance paid during the period that the employee received full salary from the Town of Exeter.
- 15.5. The Parties recognize the responsibility of the Town to indemnify its employees from claims against them arising from the performance of their duties. The Parties further agree that the action of the 1980 Exeter Town Meeting, pursuant to RSA 31:105, 106 and 107 fulfill such responsibility.

#### **ARTICLE XVI**

##### ***Public Works, Town Offices, Parks and Recreation Department***

- 16.1. Each unit employee shall be reimbursed for fifty (50%) percent of the course tuition for all courses approved by the Department Head and successfully completed (a grade B or better) up to a maximum of five hundred dollars (\$500) per year within the limitation of the current year budget.

#### **ARTICLE XVII**

##### ***Discipline and Involuntary Separation***

- 17.1. The Town shall not discharge or take other disciplinary action without just cause.

#### **ARTICLE XVIII**

##### ***Grievance Procedure***

- 18.1. The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement.
- 18.2. An employee is expected to discuss any grievance initially with his or her immediate supervisor. A written grievance must be filed with the department head within fourteen (14) calendar days of the alleged violation or of the grievant's first knowledge thereof.
- 18.3. The department head shall meet with the grievant and union representative to provide a written reply within fourteen (14) calendar days.
- 18.4. Any appeal from that reply shall be in writing to the Town Manager within fourteen (14) calendar days of receipt of the department head's answer.

- 18.5. The Town Manager shall meet with the grievant and union representative and provide a written reply within fourteen (14) calendar days.
- 18.6. If the union wishes to appeal the grievance to arbitration, it shall so advise the Town Manager within fourteen (14) calendar days. If the Parties are unable to agree upon an arbitrator, the union shall submit the case to the New Hampshire Public Employee Labor Relations Board for the selection of an arbitrator.
- 18.7. The decision of the arbitrator shall be advisory only. The parties shall share the costs of the arbitrator's services and expenses equally.
- 18.8. The Board of Selectmen shall meet within fourteen (14) calendar days of receipt of the arbitrator's award to approve, modify, or reject it, and shall so notify the grievant and the Association. Said decision shall be final.
- 18.9. Failure by the grievant or the union to meet the appeal time limits will constitute acceptance of the last answer. Failure of the employer to meet such time limits will be treated as a denial thus permitting appeal to the next step.
- 18.10. Any time limits herein may be extended by mutual agreement.
- 18.11. Should any filing or response date fall on a Saturday, Sunday or holiday, the date for performance shall fall on the next working day. "Working days" shall mean Monday through Friday excluding holidays designated in 9.1.
- 18.12. Effective December 31, 2010, for grievances arising after December 31, 2010, except for disciplinary grievances, which shall continue to be subject to advisory arbitration. Binding arbitration awards shall be subject to RSA 542.

**ARTICLE XXI**  
*Separability*

- 19.1. In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE XX**  
*Notices*

- 20.1. Whenever a written legal notice is required to be given by the Town to the Association, such notice shall be given to the state organization of the State Employees' Association of New Hampshire, Inc., with offices in Concord, New Hampshire.
- 20.2. Whenever written legal notice is required to be given by the Association to the Town, such notice shall be given to the Exeter Board of Selectmen.

**ARTICLE XXI**  
***Duration and Re-Opening***

- 21.1. This Agreement as executed by the parties shall remain in full force and effect ending at 11:59 p.m. on December 31, 2015 or until replaced by a successor agreement.
- 21.2. Renegotiations of this Agreement will be effected by written notification by one Party as required by 273-A, as amended. Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Agreement on this 23<sup>rd</sup> of may, 2014.

FOR THE TOWN:

~~\_\_\_\_\_~~  
D. W. Chamberlain  
Donald L. Clumet

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\_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION:

Joseph N. Pudekrat

Joshua P. Hamel

Edoardo Sengler

\_\_\_\_\_

Christopher Long

**APPENDIX A  
Proposed Wage Schedule for 2014 - Effective July 1, 2014 (see section 10.1.1 of Agreement)**

	Step Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Max
2 Laborer	14.53	14.86	15.19	15.53	15.87	16.23	16.59	16.96	17.34	17.72	18.12	18.52	18.94	19.36
3 Heavy Truck Driver	16.50	16.87	17.25	17.63	18.03	18.43	18.84	19.26	19.69	20.13	20.58	21.04	21.50	21.98
4 Heavy Equipment Operator	18.67	19.08	19.51	19.94	20.39	20.84	21.31	21.78	22.27	22.77	23.27	23.79	24.32	24.86
5 Equipment Mechanic	18.89	19.31	19.74	20.18	20.63	21.09	21.56	22.04	22.53	23.04	23.55	24.08	24.61	25.16
5 Highway/Parks/W/S Foreman	18.89	19.31	19.74	20.18	20.63	21.09	21.56	22.04	22.53	23.04	23.55	24.08	24.61	25.16
6 Water/Wastewater Operator	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
6 Carpenter	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
6 Electrician	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
6 HVAC/Plumbing Tech	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
6 Maintenance Tech	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
7 General Foreman	21.45	21.93	22.42	22.92	23.43	23.96	24.49	25.04	25.59	26.17	26.75	27.35	27.95	28.58
7 Lead Mechanic	21.45	21.93	22.42	22.92	23.43	23.96	24.49	25.04	25.59	26.17	26.75	27.35	27.95	28.58
7 Water/Sewer Dist/Coll Tech	21.45	21.93	22.42	22.92	23.43	23.96	24.49	25.04	25.59	26.17	26.75	27.35	27.95	28.58
8 Water/Wastewater Senior Operator	23.79	24.32	24.86	25.41	25.98	26.56	27.15	27.76	28.38	29.01	29.66	30.32	30.99	31.68
8 W/S Utility Foreman	23.79	24.32	24.86	25.41	25.98	26.56	27.15	27.76	28.38	29.01	29.66	30.32	30.99	31.68
2 Assessing Clerk	17.34	17.73	18.12	18.53	18.94	19.36	19.80	20.24	20.69	21.15	21.62	22.10	22.60	23.10
2 Accounting Clerk	17.34	17.73	18.12	18.53	18.94	19.36	19.80	20.24	20.69	21.15	21.62	22.10	22.60	23.10
2 Deputy Town Clerk	17.34	17.73	18.12	18.53	18.94	19.36	19.80	20.24	20.69	21.15	21.62	22.10	22.60	23.10
1 Assistant Town Clerk	16.93	17.31	17.69	18.09	18.49	18.90	19.32	19.75	20.19	20.65	21.11	21.58	22.06	22.55
1 Collections Specialist	16.93	17.31	17.69	18.09	18.49	18.90	19.32	19.75	20.19	20.65	21.11	21.58	22.06	22.55
1 Secretary	16.93	17.31	17.69	18.09	18.49	18.90	19.32	19.75	20.19	20.65	21.11	21.58	22.06	22.55
Rates reflected as hourly rates														
Part time positions not included in bargaining unit														

APPENDIX B

Proposed Wage Schedule for 2015 - Effective July 1, 2015 (see section 10.1.1 of Agreement)

Position Title	1	2	3	4	5	6	7	8	9	10	11	12	Max
Min	14.75	15.42	15.76	16.11	16.47	16.84	17.21	17.60	17.99	18.39	18.80	19.22	19.65
2 Laborer	17.13	17.51	17.90	18.30	18.70	19.12	19.55	19.98	20.43	20.89	21.35	21.83	22.31
3 Heavy Truck Driver	19.37	19.80	20.24	20.69	21.16	21.63	22.11	22.60	23.11	23.62	24.15	24.69	25.24
4 Heavy Equipment Operator	19.17	19.60	20.04	20.48	20.94	21.41	21.89	22.37	22.87	23.38	23.90	24.44	24.98
5 Equipment/Mechanic	19.17	19.60	20.04	20.48	20.94	21.41	21.89	22.37	22.87	23.38	23.90	24.44	24.98
5 Highway/Parks/W/S Foreman	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70
6 Water/Wastewater Operator	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70
6 Carpenter	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70
6 Electrician	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70
6 HVAC/Plumbing Tech	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70
6 Maintenance Tech	21.78	22.26	22.76	23.27	23.78	24.31	24.86	25.41	25.98	26.56	27.15	27.76	28.37
7 General Foreman	21.78	22.26	22.76	23.27	23.78	24.31	24.86	25.41	25.98	26.56	27.15	27.76	28.37
7 Lead Mechanic	21.78	22.26	22.76	23.27	23.78	24.31	24.86	25.41	25.98	26.56	27.15	27.76	28.37
7 Water/Sewer Dist/Coil Tech	24.14	24.68	25.23	25.79	26.37	26.96	27.56	28.17	28.80	29.44	30.10	30.77	31.46
8 Water/Wastewater Senior Operator	24.14	24.68	25.23	25.79	26.37	26.96	27.56	28.17	28.80	29.44	30.10	30.77	31.46
8 W/S Utility Foreman	17.60	17.99	18.40	18.81	19.23	19.65	20.09	20.54	21.00	21.47	21.95	22.43	22.93
2 Assessing Clerk	17.60	17.99	18.40	18.81	19.23	19.65	20.09	20.54	21.00	21.47	21.95	22.43	22.93
2 Accounting Clerk	17.60	17.99	18.40	18.81	19.23	19.65	20.09	20.54	21.00	21.47	21.95	22.43	22.93
2 Deputy Town Clerk	17.18	17.57	17.96	18.36	18.77	19.19	19.61	20.05	20.50	20.95	21.42	21.90	22.89
1 Assistant Town Clerk	17.18	17.57	17.96	18.36	18.77	19.19	19.61	20.05	20.50	20.95	21.42	21.90	22.89
1 Collections Specialist	17.18	17.57	17.96	18.36	18.77	19.19	19.61	20.05	20.50	20.95	21.42	21.90	22.89
1 Secretary													
Rates reflected as hourly rates													
Part time positions not included in bargaining unit													



**BlueChoice®  
Cost Sharing Schedule**

*This Cost Sharing Schedule is an important part of Your Subscriber Certificate and is an outline of Your coverage. Do not rely on this outline alone. Keep this schedule with Your Certificate because it contains important information about coverage and limitations. Please read Your Subscriber Certificate carefully as important terms and limitations apply.*

**Cost Sharing Summary**

	<b>Option 1</b> <i>When Your PCP provides or refers Your care</i>	<b>Option 2</b> <i>When You seek care directly from a BlueChoice provider</i>	<b>Option 3</b> <i>When You seek care from any out-of-network provider</i>
<b>Visit Copayment</b> Applies each time You visit Your Primary Care Provider (PCP) or Network obstetrical/gynecological specialist.	\$20 per visit	\$50 per visit	not applicable
<b>Specialty Visit Copayment</b> Applies each time You visit a specialist. This Copayment also applies each time You visit a Network Physician at a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	\$20 per visit	\$50 per visit	not applicable
<b>Emergency Room Copayment</b>	\$100 per visit		
<b>Urgent Care Facility Copayment</b> Applies each time You visit a licensed hospital's Network urgent care facility for diagnosis, care and treatment of an illness or injury.	\$50 per visit	\$50 per visit	not applicable
<b>Standard Deductible</b>	not applicable	not applicable	\$150 per Member, per year \$450 per family, per year
<b>Standard Coinsurance</b>	not applicable	20%	20%
<b>Coinsurance Maximum</b>	not applicable	\$600 per Member, per year \$1,800 per family, per year	\$900 per Member, per year \$2,700 per family, per year
<b>Durable Medical Equipment, Medical Supplies and Prosthetics</b>			
<b>Deductible</b>	not applicable	not applicable	\$100 per Member, per year
<b>Coinsurance</b>	not applicable	20%	20%
<b>Out-of-Pocket Limit**</b> Includes all Deductibles, Coinsurance, and Copayments You pay during a year. It does not include Your premium, penalties, out-of-network expenses, amounts over the Maximum Allowable Benefit, or charges for noncovered services.	\$6,350 per Member, per year \$12,700 per family, per year		not applicable
<b>Inpatient Precertification Penalty</b>	not applicable	not applicable	\$500

\* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization/precertification from Anthem. Please refer to Your Subscriber Certificate for details.

\*\*Once the Out-of-Pocket Limit is satisfied, You will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the year.

Please note that throughout this schedule any reference to year means calendar year.

Coverage Outline

Option 1 <i>When Your PCP provides or refers Your care</i>	Option 2 <i>When You seek care directly from a BlueChoice provider</i>	Option 3* <i>When You seek care from any out-of-network provider</i>
<b>YOUR COST</b>		

<b>Medical/Surgical Care</b>			
<b>I. Inpatient Services</b>			
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	You pay \$0	Standard Coinsurance	Standard Deductible and Coinsurance, plus any balances
In a Skilled Nursing Facility (Facility charges)			
In a Physical Rehabilitation Facility (Facility charges)			
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests)			
<b>II. Outpatient Services</b>			
Preventive Care			
Preventive Care and screenings as required by law including, but not limited to: -Immunizations for babies, children and adults (including travel and rabies immunizations) -Cancer screenings such as; Mammograms, pap smears, prostate specific antigen (PSA) screening, routine colonoscopy and sigmoidoscopy -Routine physical exams for babies, children and adults (including one annual gynecological exam ) -Lead screening -Outpatient/office contraceptive services -Nutrition counseling -Routine vision exams - One exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older.† -Routine hearing exams - One exam each year for Members 18 years old and younger.†	You pay \$0	You pay \$0	Standard Deductible and Coinsurance, plus any balances
Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider			
Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Injections (including allergy injections)	You Pay \$0	You Pay \$0	
Office surgery			
Laboratory tests (including allergy testing)			
X-ray tests (including ultrasound)			
MRA, MRI, PET, SPECT, CT Scan, CTA, chemotherapy, medical supplies and drugs		Standard Coinsurance	
Maternity care (prenatal and postpartum visits) Please see your Subscriber Certificate for information about total maternity care.	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is indicated above under "Inpatient Services" or below under "Outpatient Facility Care."		

\* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization/precertification from Anthem. Please refer to Your Subscriber Certificate for details.

† Any combination of Option 1, 2 or 3 Benefits counts toward this limit

<b>Option 1</b> <i>When Your PCP provides or refers Your care</i>	<b>Option 2</b> <i>When You seek care directly from a BlueChoice provider</i>	<b>Option 3*</b> <i>When You seek care from any out-of-network provider</i>
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**YOUR COST**

**Outpatient Facility Care in the Outpatient Department of a Hospital, a Short Term General Hospital's Ambulatory Surgical Center, a Hemodialysis Center or Birthing Center**

Medical exams and consultations by a physician	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Services of a surgeon, operating room for surgery and anesthesia	You Pay \$0	Standard Coinsurance	
Physician and professional services for the delivery of a baby or management of therapy			
Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRA, MRI, PET, SPECT, CT Scan, CTA			
Fees for use of a facility, medical supplies, drugs, other ancillaries, observation			
Laboratory and x-ray tests (including ultrasounds)		You Pay \$0	

**Emergency Room Visits and Urgent Care Facility Visits**

Use of the emergency room (The Copayment is waived if You are admitted)	Emergency Room Copayment		
Use of a licensed hospital's urgent care facility	Urgent Care Facility Copayment	Urgent Care Facility Copayment	Standard Deductible and Coinsurance, plus any balances
Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs	You Pay \$0	You Pay \$0	
Laboratory and x-ray tests			
<b>Ambulance Services</b> Transport by ambulance must be Medically Necessary	You pay \$0		

**III. Outpatient Physical Rehabilitation Services**

<b>Physical Therapy and Occupational Therapy and Speech Therapy</b>	You pay \$0	Standard Coinsurance	Standard Deductible and Coinsurance, plus any balances
<b>Cardiac Rehabilitation Visits</b>	Visit Copayment or Specialty Visit Copayment	not applicable	
<b>Chiropractic Care</b> • Office visit - unlimited • Laboratory and x-ray tests furnished by a chiropractor			
<b>Early Intervention Services</b>	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	

**IV. Home Care**

<b>Physician services</b> Medical exams, injections, medical treatments, surgery and anesthesia	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
<b>Home Health Agency services</b> Hospice	You Pay \$0	Standard Coinsurance	
<b>Infusion Therapy</b> <b>Durable Medical Equipment, Medical Supplies and Prosthetics</b>			Standard Coinsurance

\*Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization/precertification by Anthem. Please refer to Your Subscriber Certificate for details.

\* Any combination of Option 1, 2 or 3 Benefits counts toward this limit.

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Option 2 Benefits are not available for Behavioral Health care.

<b>Option 1</b> <i>When You obtain care from a Network Provider</i>	<b>Option 3*</b> <i>When You obtain care from any Eligible Mental Health or Substance Abuse Provider</i>
<b>YOUR COST</b>	

<b>V. Behavioral Health Care (Mental Health and Substance Abuse Care)</b>		
<b>Outpatient/Office Visits</b>		
Mental Health Visits: Unlimited Medically Necessary visits	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Substance Abuse Visits: Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)		
<b>Partial Hospitalization and Intensive Outpatient Treatment Programs</b>		
Mental Disorders: Unlimited Medically Necessary care	You Pay \$0	Standard Deductible and Coinsurance, plus any balances
Substance Abuse Conditions: Unlimited Medically Necessary care for rehabilitation and detoxification		
<b>Inpatient Care</b>		
Mental Disorders: Unlimited Medically Necessary Inpatient days	You Pay \$0	Standard Deductible and Coinsurance, plus any balances
Substance Abuse Conditions: <ul style="list-style-type: none"> <li>• Medical detoxification days - Unlimited Medically Necessary Inpatient days</li> <li>• Substance abuse rehabilitation - Unlimited Medically Necessary Inpatient days</li> </ul>		
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	You Pay \$0	
<b>VI. Prescription Eyewear</b>		
Benefits are limited to a maximum of \$40 per Member, every two calendar years. Please refer to Your Prescription Eyewear Rider for more information.		

\* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization/precertification from Anthem. Please refer to Your Subscriber Certificate for details.



**Matthew Thornton Blue<sup>SM</sup>  
Cost Sharing Schedule**

*This Cost Sharing Schedule is an important part of Your Subscriber Certificate and is an outline of Your coverage. Do not rely on this outline alone. Keep this schedule with Your Certificate because it contains important information about coverage and limitations. Please read Your Subscriber Certificate carefully as important terms and limitations apply.*

Cost Sharing Summary	YOUR COST
<b>Visit Copayment</b> Applies each time You visit Your Primary Care Provider (PCP) or Network obstetrical/gynecological specialist.	\$20 per visit
<b>Specialty Visit Copayment</b> Applies each time You visit a specialist. This Copayment also applies each time You visit a Network Provider at a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	\$20 per visit
<b>Emergency Room Copayment</b>	\$100 per visit
<b>Urgent Care Facility Copayment</b> Applies each time You visit a licensed hospital's Network urgent care facility for diagnosis, care and treatment of illness or injury.	\$50 per visit
<b>Standard Deductible</b>	not applicable
<b>Standard Coinsurance</b>	
<b>Coinsurance Maximum</b>	
<b>Durable Medical Equipment, Medical Supplies and Prosthetics</b>  <b>Deductible</b> <b>Coinsurance</b>	not applicable 20%
<b>Out-of-Pocket Limit*</b> Includes all Deductibles, Coinsurance, and Copayments You pay during a year. It does not include Your premium or charges for noncovered services.	\$6,350 per Member, per year \$12,700 per family, per year

\*Once the Out-of-Pocket Limit is satisfied, You will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the year.

Please note that throughout this schedule any reference to year means calendar year.

Coverage Outline

YOUR COST

Medical/Surgical Care	
<b>I. Inpatient Services</b>	
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	You pay \$0
In a Skilled Nursing Facility (Facility charges) Up to 100 Inpatient days per Member, per year	
In a Physical Rehabilitation Facility (Facility charges) Up to 100 Inpatient days per Member, per year	
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests) For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of Inpatient days stated above.	
<b>II. Outpatient Services</b>	
<b>Preventive Care</b>	
Preventive Care and screenings as required by law including, but not limited to:  -Immunizations for babies, children and adults (including travel and rabies immunizations) -Cancer screenings such as; Mammograms, pap smears, prostatic specific antigen (PSA) screening, routine colonoscopy and sigmoidoscopy -Routine physical exams for babies, children and adults (including one annual gynecological exam ) -Lead screening -Outpatient/office contraceptive services -Nutrition counseling -Routine vision exams - One exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older. -Routine hearing exams - One exam each year for Members 18 years old and younger.	You pay \$0
<b>Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider</b>	
Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center	Visit Copayment or Specialty Visit Copayment
Injections (including allergy injections)	You pay \$0
Office surgery	
Laboratory tests (including allergy testing)	
X-ray tests (including ultrasound)	
MRA, MRI, PET, SPECT, CT Scan, CTA, Chemotherapy, medical supplies and drugs	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).
Maternity care (prenatal and postpartum visits)	
Please see Your Subscriber Certificate for information about total maternity care.	

<b>YOUR COST</b>	
<b>Outpatient Facility Care in the Outpatient Department of a Hospital, a Short Term General Hospital's Ambulatory Surgical Center, a Hemodialysis Center or Birthing Center</b>	
Medical exams and consultations by a physician	Visit Copayment or Specialty Visit Copayment
Services of a surgeon, operating room for surgery and anesthesia	You pay \$0
Physician and professional services for the delivery of a baby or management of therapy	
Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRA, MRI, PET, SPECT, CT Scan, CTA	
Fees for use of a facility, medical supplies, drugs, other ancillaries, observation	
Laboratory and x-ray tests (including ultrasounds)	
<b>Emergency Room Visits and Urgent Care Facility Visits</b>	
Use of the emergency room (The Copayment is waived if you are admitted)	Emergency Room Copayment
Use of a licensed hospital's urgent care facility in the Network	Urgent Care Facility Copayment
Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs	You pay \$0
Laboratory and x-ray tests	
<b>Ambulance Services</b> Transport by ambulance must be Medically Necessary	
<b>III. Outpatient Physical Rehabilitation Services</b>	
<b>Physical Therapy and Occupational Therapy and Speech Therapy</b> Up to a combined maximum of 60 visits per Member, per year	Visit Copayment or Specialty Visit Copayment
<b>Cardiac Rehabilitation Visits</b>	
<b>Chiropractic Care</b> • Office visits - up to 12 visits per Member, per year • Laboratory and x-ray tests furnished by a chiropractor	
<b>Early Intervention Services</b>	Visit Copayment or Specialty Visit Copayment
<b>IV. Home Care</b>	
<b>Physician services</b> Medical exams, injections, medical treatments, surgery and anesthesia	Visit Copayment or Specialty Visit Copayment
<b>Home Health Agency services</b>	You pay \$0
<b>Hospice</b>	
<b>Infusion Therapy</b>	Subject to the DME Coinsurance
<b>Durable Medical Equipment, Medical Supplies and Prosthetics</b>	

**YOUR COST**

**V. Behavioral Health Care (Mental Health and Substance Abuse Care)**

<b>Outpatient/Office Visits</b>	
Mental Health Visits: Unlimited Medically Necessary visits	Visit Copayment or Specialty Visit Copayment
Substance Abuse Visits: Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)	
<b>Partial Hospitalization and Intensive Outpatient Treatment Programs</b>	
Mental Disorders: Unlimited Medically Necessary care	You pay \$0
Substance Abuse Conditions: Unlimited Medically Necessary care for rehabilitation and detoxification	
<b>Inpatient Care</b>	
Mental Disorders: Unlimited Medically Necessary Inpatient days	You pay \$0
Substance Abuse Conditions: <ul style="list-style-type: none"> <li>• Medical detoxification days - Unlimited Medically Necessary Inpatient days</li> <li>• Substance abuse rehabilitation - Unlimited Medically Necessary Inpatient days</li> </ul>	
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	
<b>VI. Prescription Eyewear</b>	
Benefits are limited to a maximum of \$40 per Member, per year. Please refer to your Prescription Eyewear Rider for more information.	