

**Exeter Board of Selectmen Meeting
Monday, October 20th, 2014, 6:45 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Board Interviews
3. Bid Openings/Awards
4. Public Comment
5. Minutes & Proclamations
 - a. Proclamations/Recognitions
 - b. Regular Meetings: October 6th, 2014
6. Appointments
7. Discussion/Action Items
 - a. New Business
 - i. Quarterly Financial Report
 - ii. Fund Balance Discussion
 - iii. Review SB2 Calendar
 - iv. Committee Appreciation Process
 - v. Vehicle Use Policy Review
 - b. Old Business
 - i. FY15 Budget Updates
8. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Selectmen's Committee Reports
 - e. Correspondence
9. Review Board Calendar
10. Non Public Session
11. Adjournment

Julie Gilman, Chairwoman
Exeter Selectboard

Posted: 10/17/14 Town Office, Town Website

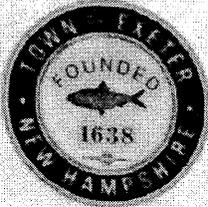
Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice. If you do not make such a request, you may do so with the Town Manager prior to the start of the meeting. No requests will be considered once the meeting has begun.

AGENDA SUBJECT TO CHANGE

Board Interviews – Monday, October 20, 2014

Scott Ruffner – Arts Committee

John Hauschildt – Planning Board



Town of Exeter
Boards, Commissions & Committees
Appointment Application

Committee Selection:

1st Choice: EXETER ARTS 2nd Choice: _____

Name: SCOTT RUTNER

Address: 11 HALL PLACE

Email: SCOTTRUTNER@AAC.COM

Phone: 512-8396 Cell: _____

Please describe your interest in serving on this committee.

To improve and promote the arts
in Exeter

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

20 + years experience in the arts
and event production and promotion

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

NO

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

After submitting this application for appointment to the Town Manager:

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

Signature: [Handwritten Signature] Date: 10-3-14

Please submit to: **Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833**

4/2017
Voting



Town of Exeter Boards, Commissions & Committees Appointment Application

Committee Selection:

1st Choice: Planning Board 2nd Choice: _____

Name: John Hauschildt

Address: 11 Parker Street, Exeter, NH 03833

Email: JohnHauschildt@outlook.com

Phone: 603-686-8090 Cell: 603-738-0300

Please describe your interest in serving on this committee.

I wish to expand my contributions back to this most excellent Town through volunteering my time on the Planning Board.

I have benefited greatly from serving on the Zoning Board of Adjustment, and hope the Town has mutually benefited. I have attached a cover letter with a brief background in relevant experience.

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

I am currently serving on the Zoning Board of Adjustment and have done so for six and a half years. State regs (Title LXIV, CH 673, SCT 7) allow for one member to serve on both the Zoning and Planning Boards.

I believe both boards would benefit from having such a member, more so the Zoning Board so that its members can be apprised of the reasoning that led to the zoning ordinances used to render a decision.

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

None that I am aware of. Policy dictates that I move to an Alternate position on the ZBA this coming spring, and I'm happy to delay a PB appointment until or after than, if deemed prudent by the Town.

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

After submitting this application for appointment to the Town Manager:

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

Signature:

Date: October 2, 2014

Town Manager's Office

Please submit to: Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833

OCT 02 2014

Received

John Hauschildt
11 Parker Street, Exeter, NH 03833
603-686-8090 | JohnHauschildt@outlook.com

October 2, 2014

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

Dear Mr. Dean,

I am writing to express my interest in serving Exeter as a volunteer member of the Planning Board. I believe strongly in the need to serve locally and consider municipal and community volunteerism mutually beneficial to both parties. I am particularly interested in the Planning Board because of my past experience with matters involving real estate, its legal matters, planning issues, and feasibility as they pertain to all parties involved.

I currently serve on the Exeter Zoning Board of Adjustment, and believe that someone who serves on both the Zoning and Planning Boards will be an asset to each, fostering experiential communication between these related boards and clarifying issues that would otherwise create unnecessary delay for the citizens these boards serve. Title LXIV, Chapter 673, Section 7 allows for towns to have a Planning Board Member who also serves on the Zoning Board:

673:7 Planning Board Members Serving on Other Local Boards. –

1. In the case of towns, any 2 appointed or elected members of the planning board may also serve together on any other municipal board or commission, except that no more than one member of the planning board shall serve on the conservation commission, the local governing body, or a local land use board as defined in RSA 672:7. (Emphasis mine)

In brief, my volunteer board experience includes serving on the Exeter Zoning Board of Adjustment since the spring of 2008 as an alternate, a member, Chairman (2011-2013), and Vice Chairman (2013-2015); the Exeter ZORC committee; the Compliance Committee for the Board of Registration of Real Estate Appraisers in Massachusetts; the Harbor Arts Board in Portsmouth; the Portsmouth Jazz Night board; and various committees for the Appraisal Institute, the Massachusetts Board of Real Estate Appraisers, and Realtor boards in Massachusetts and Rhode Island.

I was on the teaching staff and/or wrote and taught classes on complex real estate matters at Northeastern University, Boston College, Boston University, North Shore Community College, and Quinsigamond Community College. I founded Appraisal University in 2009 and have created dozens of law- and real estate-related courses taught to thousands of real estate appraisers, assessors, agents, and

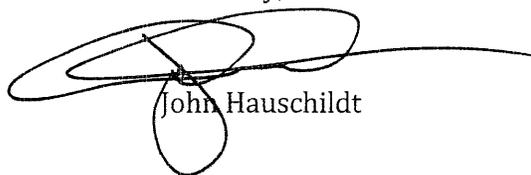
consultants nationwide.

I am qualified as an expert witness in complex real estate matters with the US District Court, the US Bankruptcy Court, the Massachusetts Supreme Court, and numerous Superior and Civil courts. My past work experience includes innumerable complex real estate feasibility studies, valuations, impact analyses, and litigation support. Projects I led ranged from non-standard residential developments to projects fiercely contested in the public domain, such as the old Boston Police Headquarters disposition and the reuse of the historic Beacon Hill Fire Station, to fraud cases on a dozen golf course properties on Cape Cod for the Department of Housing and Urban Development.

I currently run a number of technology consulting and development businesses with offices in Portsmouth. Outside of my home here in Exeter, and a leasehold interest in several units at the Major Blake Hotel in Exeter, I have no financial interest in any real estate in New Hampshire.

I appreciate your consideration and look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right. The signature is positioned above the printed name "John Hauschildt".

John Hauschildt

Memo

To: Russell Dean, Exeter Town Manager
Exeter Board of Selectmen

Thru: Jennifer Perry, Public Works Director

From: Kevin Smart, Maintenance Superintendent

Date: 10 October 2014

Re: Exeter Police HVAC Renovation 2014

Pursuant to the "Exeter Police HVAC Renovations 2014" Request for Proposals, of the 4 venders in attendance at the pre-bid meeting the following 2 bids were received;

1.) Al Terry Plumbing and Heating Inc.	base bid	\$38,500.00
2.) Dowling Corporation	base bid	\$33,596.00

It is noted that the bid submitted from Dowling Corporation has also provided the additional pricing for both alternates listed in the Plans and Specification.

It is the concurrence of The Exeter Public Works Department, and Consultant John Waitt of Design Day Mechanicals Inc., that the bid submitted by Dowling Corp. has met the requirements of the bid specification, and has demonstrated the ability to provide fair pricing at a good value to the Town of Exeter for materials and service. Past projects awarded to Dowling Corp. have been successfully and satisfactorily completed. For these reasons, and without reservation, Dowling Corp. is recommended as the low and successful bidder for the "Exeter Police HVAC Renovation 2014" bid award. Funding for the project is available through the Maintenance Project List.

Draft Minutes

Exeter Board of Selectmen

October 6, 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. Bid Openings/Awards:

Chairwoman Gilman said they were to award the bid for the Folsom Pump Station Generator project. A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to accept the recommendation from Public Works and award the bid to Power Technologies, Inc. at the sum of \$22,104. Motion carried – all in favor.

Chairwoman Gilman gave the following bids for the Police HVAC:

1) Al Terry Plumbing and Heating	\$38,500
Alternative	\$2,150
2) Dowling Corporation	\$33,596
Alternative 1	\$1,399
Alternative 2	\$1,582

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to forward these bids to Kevin Smart for a recommendation. Motion carried – all in favor.

3. Public Comment

None.

4. Minutes and Proclamations

a. Proclamations/Recognitions

None.

b. Regular Meeting: September 22, 2014

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to accept the minutes of the September 22, 2014 BOS minutes as submitted by Nicole Piper. Motion carried – all in favor.

5. Appointments

Chairwoman Gilman said some of the members have been selected for the Section 106 Advisory Committee, and the rest are TBD. Selectman Clement would like to promote the At Large Member on the Town website. Mr. Dean said that can be done.

A Motion was made by Selectman Clement and seconded by Selectwoman Surman to appoint Richard Huber and Barbara Rimkunas to the Section 106 Advisory Committee. Motion carried – all in favor.

6. Discussion/Action Items

a. New Business

i. Top Dog Program – Town Clerk

Town Clerk Andie Kohler said she will send out a mailing in January about dog registrations, and with it will be an entry form for a Top Dog contest. She went over the rules, which will be included in the form. She said she also created a letter that she will send out to businesses looking for hopeful donations for first, second, and third places. She said as donations come in, the Board will have to accept them for them to be given.

Selectwoman Surman thinks this is a great idea. It's a proactive way to get people to register their dogs. The Board agreed. Ms. Kohler said great, she is going to move forward with this.

ii. ACA Update: Health Plans

Chairwoman Gilman talked about what classifies a part-time or full-time employee, and said that 30 hours a week or under is part-time.

Mr. Dean said that there are 5/6 employees that work less than 40 hours but more than 30 hours per week. He said his plan is to offer these people health insurance, but at 100% employee cost. He provided some plans in the packet, and suggested a Matthew Thornton plan. Selectman Clement asked if employees work less than 30 hours, the town is not required to offer health insurance. Mr. Dean said that is correct. Selectman Clement asked if the employees will be notified that this is available. Mr. Dean said yes. This keeps the Town from incurring an offering penalty. Selectwoman Surman asked how it will hurt the town by having

the employees pay full price. Mr. Dean said it doesn't hurt them, but it meets the requirements of the ACA.

iii. 2014 Riverwoods Tax Agreements

Chairwoman Gilman talked about how the Riverwoods tax is calculated, which is all in the agreement which is provided in the packet.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the Agreement with Riverwoods for The Boulders facility. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the Agreement with Riverwoods for The Ridge facility. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to approve the Agreement with Riverwoods for The Woods. Motion carried – all in favor.

iv. 2015 Budget Discussion

Mr. Dean said the preliminary budget is up 3.72% over FY14. He said they have done some draft defaults which is around \$17.5 million. This number will be tweaked because of health insurance. If the default is adopted then it will be a 2.48% increase. Mr. Dean talked about how he came up with the discretionary number, saying that paving and building maintenance were some large numbers.

Vice Chair Chartrand said he would like to go back to creating a target, as it was when he started as a Selectman in 2011. He said the budget process is wrapped up with the Budget Rec. Committee is done. By creating a target, the BRC won't feel disenfranchised. He would like to talk about a target that they can all stick to. Chairwoman Gilman said at that time, they came up with a dollar amount. She said they can either do that, or come up with a percentage increase. Vice Chair Chartrand said he is more interested in a percentage increase. Selectwoman Surman said she agrees. She said she was on the BRC last year. She said things could be looked at more carefully and it can help the subcommittees to have a target. Selectman Clement said he is in favor of a target too. It allows the BRC a framework to work with. He said one thing about the budget that will be problematic is the new electric rates, which could translate to an extra \$100,000 for next year. He is concerned that whatever target they come up with, the default will still be very high. He said they've got to do their part. He will be looking at a target that is less than the default. He said the electric issue is hitting hard, but he is still in favor of a target. Vice Chair Chartrand said it is a target, but he thinks they should live by it. They shouldn't spend a lot of time with cuts. He wants to see the BRC feel good about their work. He said they should honor their work by having a target.

Chairwoman Gilman asked when health insurance rates will be told. Mr. Dean said he will know within the next two weeks. In regards to a target, he said he knows the departments

respond well when given a target or goal, so it will help to have it as they progress. Chairwoman Gilman said they will have to come up with a number.

Vice Chair Chartrand said he looked at what voters approved and said the Great Dam petition, the contract with SEIU, and the new two full-time positions make up a 2% increase. Selectman Clement said 2% is a good goal. He said before he is ready, he wants to go through the process with the electric rates, see if it has got to be worked into the budget. Also, he said in a couple weeks they will have the health insurance rates and can get an idea what contractual agreements there will be. Also, what the default will be.

Chairwoman Gilman asked what areas are available to be more malleable. They have to look at town departments and see what they have.

Selectwoman Belanger asked when they will be updated by Primex. Mr. Dean answered this week hopefully.

v. Parks/Recreation Sponsorships

Mike Favreau said the department has been doing sponsorships for 20-30 years. He said there used to be a large donor for the concert series. Once the large donor left town, the town was left with a number of smaller donors. That has been the longest running sponsorship. In all, Exeter hasn't been real successful with sponsorships.

Chairwoman Gilman had questions about the process, asking what the policy is. Mr. Favreau said there are some guidelines on the website. He said he is not sure if there is a formal town policy. Chairwoman Gilman said she would like to see money figures left out of the policy. Vice Chair Chartrand said they can't make it too detailed or restricted. Mr. Favreau said they can't have a policy too wide open either. He said sponsors want something in return like logos or their name on sport's shirts.

Selectman Clement said he would like to see the policy talk about that they sponsorship has to be tied in to something tangible. He said he does not feel comfortable with general advertising. Selectwoman Surman suggested striking "Advertising" from the form and just have it say "Sponsorship Opportunities". Chairwoman Gilman agreed.

Utilities Contracts

Chairwoman Gilman started a conversation on the expectant rise in electric rates, which, she says, are surprising.

Kevin Smart spoke, saying the rates will be going up this year. He received quotes and Constellation Energy gave the best price. Chairwoman Gilman said they are currently at 7.14 cents per kilowatt hour and they will go up to 11 cents per kilowatt hour.

Mr. Smart gave 2 and 3-year rates. He said these quotes are honored today, but could be different tomorrow. Electric rates are only good for the date quoted.

Vice Chair Chartrand said he is looking for a recommendation. Mr. Dean recommended a 2-year lock on electric and a 2-year lock on natural gas. Selectman Clement asked why 2-year and not 3-year. Mr. Dean said it will be better to come back in 2 years since the rates are all over the place. Mr. Smart said the new rates will be effective December 15, 2014.

A Motion was made by Selectman Clement and seconded by Vice Chair Chartrand to allow Kevin Smart from Public Works to enter into a long term agreement with Constellation Energy for 24 months with a contract price at or around 10.82 cents kWh. Motion carried – all in favor.

Mr. Smart said natural gas will be a supply and demand market. A 2-year contract is the maximum. They were quoted \$1.190 per therm. This is a fixed price. Selectman Clement said the budget had approximately \$61,000 last year for natural gas budget. He asked what this will do for the 2015 budget. Mr. Smart said there is a budget increase right across the board. He didn't have the numbers that night.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement that the Board of Selectmen gives Public Works instruction to have a contract with Santa Buckley Energy Inc. at or around \$1.190 per therm. Motion carried – all in favor.

Mr. Smart told ways they are trying to cut back on electric bills, including changing lights to LED.

b. Old Business

i. Bid Award: Small Station Generators

Motion is above.

7. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to accept the Yield Tax for map 33, lots 26 & 40, unit 15 in the amount of \$3,270.19. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve a Notice for Intent to Cut for map 47, lots 1-3, which has been approved by the Town Planner. Motion carried – all in favor.

b. Permits & Approvals

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to approve the application for the use of the Town Hall by Beth Dupell of the Lights Committee for decorating the bandstand on November 22 & 23, 2014. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to allow the Exeter Area General Federation of Women's Club to place lawn signs in and around Exeter to advertise their Yuletide Fair, and also a 6 ft. banner to be placed at the entrance of Guinea Road, off of Hampton Road, in order to direct traffic to the school, but that does not obstruct traffic. Motion carried – all in favor.

c. Town Manager's Report

Mr. Dean pointed out the following from his report:

- He met with Chief Comeau to review upcoming expiration of ambulance billing contract
- Met with DPW Director Perry and Mike Jeffers to review water issues vis a vis Stratham
- Met with Comcast rep Jay Somers regarding closure of the Epping Road Comcast Payment Center
- Participated in a meeting with COAST and other town reps to review status of Rt 7
- Reviewed MS4 with Finance Dept
- Researched Sterling Hill development to understand road access issue in response to a resident request.
- Researched/coordinated issues related to sleeves on Rt 27 bridge
- Drone flyover notification – Riverwoods
- Reviewed latest tax deed list
- Review of ACA issues with HR

Mr. Dean also went over a number of town projects that are underway.

d. Selectmen's Committee Reports

Selectwoman Belanger had nothing to report.

Vice Chair Chartrand reported an Economic Development Committee meeting on Tuesday.

Chairwoman Gilman had no meetings to report, but said Heritage Committee will meet next week. She also thanked everyone for their involvement in last weekend's festivities.

Selectwoman Surman had nothing to report.

Selectman Clement reported Toxic Waste Day was a good event. He also met with Jay Perkins and Mr. Donnell about the planter. He talked about their meeting. He said Planning Board met, as did Rockingham Planning Commission.

e. Correspondence

The following correspondence were included in the packet:

- A letter from Comcast
- A letter from the Rockingham Planning Commission
- A letter from Kathleen Noble
- A flu shot clinic
- HealthTrust Demos
- A letter from Big Brothers Big Sisters
- A letter from New Generations
- A letter from Richie McFarland's Children Center

8. Review Board Calendar

The next meeting will be October 20, where they will talk about budget and get the quarterly financial report.

10. Adjournment

A Motion was made by Selectwoman Surman and seconded by Vice Chair Chartrand go into a non-public session under RSA 91-A (3)(2)c. Motion carried – all in favor.

The Board emerged out of non public session. Selectman Clement moved to adjourn, second by Selectman Chartrand. The Board stood adjourned at 9:35 p.m..

Respectively submitted,

Nicole Piper
Recording Secretary

Board Appointments – October 20, 2014

Section 106 Ad-Hoc Committee

Heritage Commission Representative – John Merkle

Historic District Commission Representative – Pam Gjettum

TOWN OF EXETER
QUARTERLY FINANCIAL REPORT
FINANCE DEPARTMENT

Town of Exeter
 General Fund Revenues & Expenses (unaudited)
 As of September 30, 2014

DRAFT

General Fund Revenues

Description	Annual Budgeted Revenue	Actual Revenue as of 09/30/14	Variance	% Collected	Notes
Property Tax Revenue	\$ 12,698,970	\$ 5,749,988	6,948,982	45.3%	Includes property tax less overlay, plus jeopardy, yield, current use and PILOT taxes, penalties and interest.
Motor Vehicle Permit Fees	2,000,000	1,786,689	213,311	89%	Motor vehicle registration and fees
Building Permits & Fees	150,000	167,856	(17,856)	112%	Fees charged by Building & Code Enforcement
Other Permits and Fees	125,000	125,125	(125)	100%	Includes GF portion of Cable TV & Vital Statistics Fees
Meals & Rooms Tax Revenue	639,405		639,405	0%	Meals & Rooms Revenue received from the State in December each year
State Highway Block Grant	246,661	175,349	71,312	71%	Federal Highway Grant Received quarterly
Other State Grants/Reimbursements	25,000	27,189	(2,189)	109%	Railroad, RERP, Mosquito, Other Miscellaneous State Grants
Income from Departments	1,000,000	743,973	256,027	74%	General Revenues charged by Town Departments
Sale of Town Property	133,010	102,774	30,236	77%	Includes sale of deeded property on Exeter Road
Interest Income	2,000	861	1,139	43%	Interest income earned on sweep accounts
Other Miscellaneous Revenues	25,000	17,089	7,911	68%	Town Rental Property, Donated Property and Town Hall rental income
Revenue Transfers in	30,000	39,633	(9,633)	132%	Transfers in from Trustee of Trust Funds for Sick Trust/ Other Transfers
Total General Fund Revenues	\$ 17,075,046	\$ 8,936,526	\$ 8,138,520	52%	Includes first half of 2014 property tax revenue on an accrual basis.
Appropriations for Warrant Articles	272,909	272,909	-	100%	Includes Human Services, Land Purchase, SEIU contract, but not Capital Projects
Gross Revenues	\$ 17,347,955	\$ 9,209,435	\$ 8,138,520	53%	

General Fund Expenditures

DEPARTMENT	Annual Budgeted Expenses	Actual Expenses as of 09/30/14	Budget Balance Available	Percent Spent	Notes
Total General Government	930,436	642,987	287,449	69.11%	BOS, TM,HR, IT, TC, Elections, TTF, Transportation and Legal Expenses
Total Finance	595,957	439,367	156,590	73.72%	Finance, Treasurer, Tax Collection & Assessing
Total Planning & Building	484,927	364,637	120,290	75.19%	Planning, Building, Conservation and other Commissions
Total Economic Development	69,149	11,059	58,090	15.99%	Salary, benefits for new EDC position
Total Police	3,646,020	2,569,842	1,076,178	70.48%	
Total Fire	3,696,775	2,549,389	1,147,386	68.96%	All general fund wages, benefits and general expenses of the Fire Dept.. Ambulance wages, benefits and expenses are included in the Ambulance Revolving Fund.
Total Public Works	3,554,798	2,574,286	980,512	72.42%	All general fund wages, benefits and general expenses of Public Works.
Total Maintenance	942,666	688,405	254,261	73.03%	Maintenance of all Town Buildings, Land and Structures
Total Welfare	86,855	55,006	31,849	63.33%	Wages and Benefits of Welfare Director and Direct Relief Expenses
Total Parks & Recreation	448,673	334,848	113,825	74.63%	Includes P&R wages, benefits and general expenses. Summer staff in rec revolving fund.
Total Other Culture/Recreation	36,300	24,853	11,447	68.47%	Patriotic Purposes, Holiday Parade, Brass Band
Total Library	910,837	611,702	299,135	67.16%	Library Wages & Benefits and Library Expense Budget Allocation
Total Debt Service & Capital	1,311,292	1,250,746	60,546	95.38%	All General Fund Debt Service Principal and Interest
Total Benefits & Taxes	360,361	317,389	42,972	88.08%	Payroll, Health Buyouts, W/C, U/C and Insurance
Total General Fund Expenses	17,075,046	12,434,516	4,640,530	72.82%	
Total Warrant Articles	272,909	108,686	164,223	39.8%	Includes Human Services, Land Purchase, SEIU contract, but not Capital Projects
Expenses After Warrant Articles	17,347,955	12,543,202	4,804,753	72%	
Net Income/ (Deficit)	\$ -	\$ (3,606,676)	\$ 3,497,990	100.0%	Net decrease in revenues over expenses

Town of Exeter
 Water Fund Revenues & Expenses (unaudited)
 As of September 30, 2014

DRAFT

Description	Budgeted Revenue	Actual		Variance	% Collected	Notes
		Revenue	as of 09/30/14			
Water Fund Revenues	2,538,457	\$ 1,824,686	\$ 713,771		72%	Water Consumption Fees, Service Charges, Impact Fees and Misc. Fees
DEPARTMENT	Budget	Actual Expenses as of 09/30/14		Variance	% Used	Notes
Water Administration Total	363,605	283,220	80,385		77.9%	Staff Administration Wages & General Expenses
Water Billing Total	118,699	88,075	30,624		74.2%	Billing Wages and associated expenses
Water Distribution Total	531,523	385,513	146,574		72.5%	Water Distribution Wages and Expenses
Total Water Treatment	737,698	493,438	244,260		66.9%	Water Treatment Wages and Expenses
Water Fund Debt Service Total	549,263	531,691	17,572		96.8%	Debt Service for Water Fund
Water Fund Capital Outlay Total	237,669	92,029	145,640		38.7%	Includes vehicles, WTP maintenance and capital
Total Water Fund Expenses	2,538,457	1,873,965	665,056		73.8%	Water Fund Expenses before Warrant Articles (WAR)
Net Income/ (Deficit)	-	(49,279)	48,715		100.0%	Net increase of Revenue over Expenses

Town of Exeter

Sewer Fund Revenues & Expenses (unaudited)

DRAFT

As of September 30, 2014

Description	Budgeted Revenue	Actual Revenue as of 09/30/14	Variance	% Collected	Notes
Sewer Revenues	\$ 2,412,706	\$ 1,749,054	\$ 663,652	72%	

DEPARTMENT	Budget	Actual Expenses as of 09/30/14	Variance	% Used	Notes
Sewer Administration Total	364,652	254,505	110,147	70%	Sewer Admin wages and expenses
Sewer Billing Total	118,699	86,116	32,583	73%	Sewer Billing wages and expenses
Sewer Collection Total	540,538	386,154	154,384	71%	Sewer collection wages and expenses
Sewer Treatment Total	452,441	313,083	139,358	69%	Sewer treatment waggges and expenses
Sewer Fund Debt Service Total	729,706	675,179	54,527	93%	Sewer Fund Debt Service
Sewer Fund Capital Outlay	206,670	123,553	83,117	60%	Vehicles, WWTP Upgrades and Maintenance
Total Sewer Fund Expenses	2,412,706	1,838,589	574,117	76%	

Net Income/(Deficit)	-	(89,535)	89,535	100%	Net decrease of Revenue over Expenses
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Town of Exeter

Report of Revolving Funds (unaudited)

As of September 30, 2014

DRAFT

CATV Fund

Description	Budgeted Revenue	Actual as of 9/30/14	Variance	% Collected /Spent	Notes
CATV Revenue	\$ 131,000	\$ 69,732	\$ 61,268	53%	50% of Comcast Revenue to General Fund and 50% to CATV Fund
CATV Expenses					
Wages, Taxes & Benefits	65,425	42,391	23,034	65%	20% of FT and PT IT Wages
General Expenses	\$ 46,751	\$ 33,405	13,346	71%	Includes annual E-Channel Assessment
Total Expenses	\$ 112,176	\$ 75,796	36,380	68%	Total of all expenses
Net Income/(Deficit)	\$ 18,824	\$ (6,064)	\$ (24,888)	-32%	Net decrease of Revenue over Expenses

Town of Exeter
 Report of Revolving Funds (unaudited)
 As of September 30, 2014

DRAFT

Recreation Revolving Fund Revenue

Description	Budget	Actual as of 9/30/14	Variance	% Collected /Spent	Notes
Total Revenue	\$ 510,800	\$ 422,916	\$ (87,884)	83%	Special Events, Program, Pool and Trip Revenue
Wages, Taxes & Benefits	162,545	157,128	5,417	97%	Camp Salaries and OT for Rec Coordinator
General Expenses	315,355	235,683	79,672	75%	Expenses related to pool, camp and trips
Total Expenses	477,900	392,811	85,089	82%	Total of All Expenses
Net Income/(Deficit)	\$ 32,900	\$ 30,105	\$ (2,795)	92%	Net Increase of Revenue over Expenses

Town of Exeter
 Report of Revolving Funds (unaudited)
 As of September 30, 2014
 Ambulance Revolving Fund

DRAFT

	Budget	Actual as of 9/30/14	Variance	% Collected /Spent	
EMS- Ambulance Transport Revenue	\$ 462,000	\$ 324,462	\$ (137,538)	70%	Ambulance Transport Revenue
Wages, Taxes & Benefits	195,889	120,986	74,903	62%	Includes Wages for 1 Dispatcher and Ambulance OT
General Expenses	142,545	114,603	27,942	80%	Includes Ambulance Lease \$ 62K and Capital Outlay of \$ 5K
Total Expenses	338,434	235,589	102,845	70%	Total of All Expenses
Net Income/(Deficit)	\$ 123,566	\$ 88,873	\$ (34,693)	72%	Net increase of Revenue over Expenses

Town of Exeter
 Analysis of Property Tax/Liens Receivable
 As of 09/30/13 and 09/30/14

DRAFT

<u>Type</u>	<u>Bill Year</u>	<u>Balance Outstanding as of 09/30/13</u>	<u>Balance Outstanding as of 09/30/14</u>	<u>\$ Change</u>	<u>% Change</u>
Lien	*2005-2008	8,221	1,220	(7,001)	-85%
Lien	2009	16,842	3,561	(13,281)	-79%
Lien	2010	119,343	57,733	(61,610)	-52%
Lien	2011	250,745	101,166	(149,579)	-60%
Lien	2012	411,610	214,137	(197,473)	-48%
Lien	2013	587,567	336,114	(251,453)	-43%
Subtotal		\$ 1,394,328	\$ 713,931	\$ (680,397)	-49%
*Tax	2014		559,341	559,341	N/A
Subtotal		\$ -	\$ 559,341	\$ 559,341	N/A
Grand Total		\$ 1,394,328	\$ 1,273,272	\$ (121,056)	

* The first half 2014 property tax billing totaled \$ 20,865,354.

As of September 30, 2014, 97% of property taxes billed were paid.

Prior year taxes decreased by 49 % since last September 2013.

Town of Exeter
 Analysis of Accounts Receivable Aging - Water & Sewer
 As of September 30, 2014

DRAFT

	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>Over 90 Days</u>	<u>Total</u>	<u>Percent Over 90 Days</u>
As of 9/30/13	\$ 518,697	\$ 30,638	\$ 18,384	\$ 169,222	\$ 736,941	23%
As of 09/30/14	\$ 483,994	\$ 17,893	\$ 16,212	\$ 149,289	\$ 667,388	22%
(Favorable)/Unfavorable Variance	\$ (34,703)	\$ (12,745)	\$ (2,172)	\$ (19,933)	\$ (69,553)	-29%

Accounts receivable over 90 days represents 22% or \$ 149K of balance as of 9/30/14. The over 90 days has decreased by 29% or \$ 19.9K compared to the balance as of September 30, 2013.

Breakdown of Water/Sewer Accounts Receivable Outstanding by Year:				
	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	
2008	523	628	1,151	0%
2009	334	419	753	0%
2010	(206)	202	(4)	0%
2011	1,573	75,581	77,154	12%
2012	155	40,318	40,473	6%
2013	1,145	1,474	2,619	0%
*2014	281,274	263,968	545,242	82%
Total	284,798	382,590	667,388	100%

* Includes current month billing

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Town Manager 
RE: Fund Balance Discussion
DATE: October 17, 2014

As part of our discussion Monday night, I am requesting the Board approve the use of \$450,000 in available general fund balance to offset the 2014 Town tax rate.

If this is approved, the tax rate will be projected to drop 1 cent from the 2013 rate of \$7.81 per 1,000 of assessed valuation to \$7.80 per 1,000 of assessed valuation.

2014 Exeter Tax Rate Calculation - DRAFT

	Town Portion	Tax Rates	Net Taxable Valuation
Gross Town Appropriations	30,685,876		1,609,957,883
Less: Bond Proceeds	8,386,758		
Less: Water Fund Revenues	2,538,457		
Less: Sewer Fund Revenues	2,412,706		
Less: Other Revenues	4,808,444		
Less: Fund Balance Reduction	450,000	5,258,444	includes EMS transfer
Net Town Tax Effort	12,089,511		
Add: Overlay	150,000		
Add: War Service Credits	324,200		
Total Town Appropriation	12,563,711		
Approved Town Tax Effort	12,563,711		18,499
Municipal Tax Rate		7.80	(0.01)

Town of Exeter
MS-434
FYE 2014

State Account]	Account Description	2014 Budget	YTD 9/30/14	MS-4 Estimate	
	Overlay	(150,000)	(27,141)	(150,000)	
Revenues					
3185	Yield Tax Revenue	1,000	440	550	
3186	Payment in Lieu of Taxes	39,000	-	39,000	
3189	Jeopardy Tax Revenue	400	846	850	
3190	Interest & Penalties	180,000	166,728	180,000	
3220	Motor Vehicle Permit Fees	2,000,000	1,786,689	2,000,000	
3230	Building Permits & Fees	150,000	167,856	168,000	
3290	Other Licenses, Fees, Permits	125,000	125,125	125,000	
3319	FEMA Reimbursement	-	-	-	
3352	Meals & Rooms Tax Revenue	639,405	-	639,405	
3353	State Highway Block Grant	246,661	175,349	250,700	
3359	Revenue from the State	25,000	27,189	27,200	
3401-3406	Income from Departments	1,000,000	743,972	1,000,000	Includes Healthtrust Refunds (Feb and Sept) \$ 211,287
3501	Sale of Municipal Property	10,000	102,774	102,775	
3502	Interest Income	2,000	861	1,000	
3503	Other Revenue	25,000	17,338	25,000	
3509	Miscellaneous Revenue	123,010	-	-	
3354	State Wastewater Grant			19,422	Transfer from Sewer Fund for MS-434
3912	Transfers In/Out Rec Revolving Fund	-	8,231	8,231	
3916	Transfers In- Trust Funds	30,000	31,402	31,402	Sick Leave Trust
3913	Transfers In- Capital Project Funds			37,000	Great Dam Principle Reduction
4919	Transfer in from EMS Rev Fund-30	-	152,909	152,909	EMS Revolving Fund (Special Revenue Fund)
	Total General Fund Revenues	4,596,476	3,354,800	4,808,444	

2014 Fund Balances to Apply to 2014 Tax Rate

Transfer from EMS Fund	160,957	152,909	95% of EOY 2013 Balance
Transfer from Capital Projects (Gr Dam 377K debt)		37,000	Principle only
Other (GF Usage)		<u>450,000</u>	
Total Application		639,909	

2013 Fund Balance Application 596,063 (included EMS transfer)

Fund Balance Policy – Adopted

Town of Exeter	Policy Number: TBD	Adopted by: Board of Selectmen
Subject: Fund Balance Policy	Adoption Date: October 21, 2013 Effective Date: October 21, 2013	Supersedes: None

1.0 Purpose of the Policy:

The Town of Exeter (“Town”) through its Board of Selectmen establishes and will maintain reservation of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board (“GASB”) Statement No. 54, Fund Balance reporting and Governmental Fund Type Definitions. This policy shall only apply to the Town’s governmental funds. In accordance with GASB 54, fund balance shall be composed of nonspendable, restricted, committed, assigned, and unassigned amounts.

The purpose of this policy is to establish a key element of the financial stability of the Town by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the Town maintain adequate levels of unassigned fund balance to mitigate financial risks that can occur from unforeseen revenue fluctuations, unanticipated expenditures, emergencies, and similar circumstances. The fund balance also provides cash flow liquidity for the Town’s general operations.

2.0 Definitions:

1. Nonspendable Fund Balance - includes amounts that are not in spendable form (such as inventory or prepaid expenses or assets held for future sale such as tax deeded properties) or are required to be maintained intact (such as principal of an endowment fund).
2. Restricted Fund Balance – includes amounts that can only be spent for the specific purposes stipulated by external resource providers (such as grantors, creditors, contributors) or enabling legislation (Town Meeting or BOS action). Restrictions may be changed or lifted only with the consent of the resource providers or enabling legislation.
3. Committed Fund Balance – includes amounts that can be used only for specific purposes imposed by a formal action of the Town’s highest level of decision making authority. Commitments may be changed or lifted only by taking the same formal action that imposed the constraint originally. The action must be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in a subsequent period.

Fund Balance Policy – Adopted

4. **Assigned Fund Balance:** - includes amounts the Town intends to use for a specific purpose. For all governmental funds, other than the General Fund, any remaining positive amounts are to be classified as “assigned.” Items that fall under this classification for the General Fund would be encumbrances properly approved by contract, purchase order, or other such action as required.
5. **Unassigned Fund Balance** – includes amounts that are not obligated or specifically designated for a specified use and are available for any purpose. The residual classification of any General Fund balance is to be reported here. Any deficit fund balance of another fund is also classified as unassigned.

3.0 Policy:

Spending Prioritizations

When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first.

When expenditures are incurred for the purposes for which amounts in any of the unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and the unassigned amounts.

Minimum Level of Unassigned Fund Balance

The Town will strive to maintain an unassigned fund balance in its General Fund equal to 5-17% of the total appropriations of the community (this is calculated by adding the municipality’s appropriations, the statewide enhanced education amount, the local school net tax commitment, and the county appropriation). The Board of Selectmen will review this information each year in order to determine the amount, if any, of unassigned fund balance to use to balance the budget and to reduce the property tax rate.

Annual Review

Compliance with the provisions of this policy should be reviewed as part of the annual budget adoption process.

4.0 Severability:

To the extent that any provisions of this policy conflict with NH Law, then State law shall prevail.

	If the Annual Budget is:	Undesignated Fund Balance DRA Recommended	Undesignated Fund Balance DRA Recommended	Undesignated Fund Balance DRA Recommended	UFB GFOA Recommended	UFB GFOA Recommended
		5%	10%	8%	17%	
Budget	25,000,000	1,250,000	2,500,000	2,000,000	4,250,000	
Budget	30,000,000	1,500,000	3,000,000	2,400,000	5,100,000	
Budget	35,000,000	1,750,000	3,500,000	2,800,000	5,950,000	
Budget	40,000,000	2,000,000	4,000,000	3,200,000	6,800,000	
Budget	45,000,000	2,250,000	4,500,000	3,600,000	7,650,000	
Budget	50,000,000	2,500,000	5,000,000	4,000,000	8,500,000	
Appropriations (General)						
2014 Town	17,347,955	867,398	1,734,796	1,387,836	2,949,152	
2013 Schools	24,172,313	1,208,616	2,417,231	1,933,785	4,109,293	
2014 State Ed	3,944,754	197,238	394,475	315,580	670,608	
2014 County	1,866,090	93,305	186,609	149,287	317,235	
Total Components	47,331,112	2,366,556	4,733,111	3,786,489	8,046,289	

(continued)

	<u>General Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Committed			
Capital reserve funds			
Arterial Shoulder widening	160,279	-	160,279
Transportation	62,410	-	62,410
Other capital reserve funds *	<u>13,361</u>	<u>-</u>	<u>13,361</u>
Total Committed	236,050	-	236,050
Assigned			
Encumbrances	<u>180,152</u>	<u>-</u>	<u>180,152</u>
Total Assigned	180,152	-	180,152
Unassigned	<u>1,083,945</u>	<u>(447,920)</u>	<u>636,025</u>
Total Unassigned	<u>1,083,945</u>	<u>(447,920)</u>	<u>636,025</u>
Total Fund Balance	<u>\$ 1,869,828</u>	<u>\$ 1,057,718</u>	<u>\$ 2,927,546</u>

*This committed fund balance includes \$(51,361) in deficit capital reserve funds.

18. General Fund Unassigned Fund Balance

The unassigned general fund balance reported on the balance sheet is stated in accordance with generally accepted accounting principles (GAAP), which differs in respect to how unassigned fund balance is reported in accordance with the budgetary basis for reporting for the State of New Hampshire for tax rate setting purposes. The major difference is the State of New Hampshire considers revenues in connection with property tax receivables to be available to liquidate liabilities when billed rather than received.

The following summarizes the specific differences between GAAP basis and budgetary basis of reporting the general fund unassigned fund balance:

GAAP basis balance	\$ 1,083,945
Unavailable revenue	<u>1,535,653</u>
Tax Rate Setting Balance	<u>\$ 2,619,598</u>

19. Commitments and Contingencies

Outstanding Legal Issues - There are several pending legal issues in which the Town is involved. The Town's management is of the opinion that the potential future settlement of such claims would not materially affect its financial statements taken as a whole.

IMPORTANT DATES FOR THE 2015 ANNUAL TOWN MEETING
SECOND SESSION ON MARCH 10, 2015

BOARD OF SELECTMEN

- November 10, 2014 First day for 25 or more registered voters to submit a petition to amend a zoning ordinance, historic district ordinance, or building code. RSA 675:4, I; RSA 40:13, VII.
- December 10, 2014 Last day for 25 or more registered voters to submit a petition to amend a zoning ordinance, historic district ordinance, or building code. RSA 675:4, I; RSA 40:13, VII.
- January 13, 2015 Last date to give public notice, which must be at least 7 days in advance, of *selectmen's* public hearing on any proposed bond or note issue in excess of \$100,000. Notice of the public hearing should be posted in at least 2 public places and published in a newspaper of local circulation. RSA 40:13, II-a(c); RSA 33:8-a.
- January 13 Last date for voters to submit petitioned warrant articles to the selectmen, unless the petitioned article proposes a bond under RSA 33:8-a, in which case the deadline shall be the preceding Friday or January 9. RSA 40:13, II-a(b); RSA 39:3.
- January 13 Last date to give public notice, which must be at least 7 days in advance, of the selectmen's public hearing on the budget. All purposes and amounts of appropriations to be included in the budget and special warrant articles must be disclosed or discussed at the final hearing, even a proposed bond or note large enough to require a separate public hearing (see next entry). RSA 40:13, II-a(a & c); RSA 32:5, I.
- January 20 Last date for *selectmen* to hold a public hearing on any proposed bond or note issue in excess of \$100,000 (see appropriate entry for January 13 for notice of this hearing). RSA 40:13, II-a(c); RSA 33:8-a.
- January 20 Last date for the selectmen to hold the final public hearing on the proposed budget and special warrant articles. RSA 40:13, II-a(c); RSA 32:5, I (see appropriate entry for January 13 for notice of this hearing).

- January 26 Last date for selectmen to post the warrant with a certified copy of the budget at the place of the meeting and at least one other place in town; copies must also be available to the public. RSA 40:13, II-a(d); RSA 39:5; RSA 32:5, VII.
- January 26 Although the "Senate Bill 2" law is not clear, by this date, official copies of the final proposal to adopt or amend a zoning ordinance, building code, or historic district ordinance should be placed on file with the town clerk and made available to the public (January 26 is the deadline for posting the warrant, which must include these items). RSA 40:13, II-a(d); See also, RSA 675:3, V.
- January 31 -- February 7 The first session of the annual meeting must be held between these two Saturdays, inclusive of these two days, at a time chosen by the selectmen. RSA 40:13, III.
- March 3 Last day to make annual report available to the legislative body; the final budget and ballot questions must be printed in the annual report. RSA 40:13, II.
- March 10 The date of the second session. Town officers shall be elected by official ballot. Also, all warrant articles, as they may have been amended at the first session, and questions required by law to be inserted on the official ballot (zoning amendments, for example) shall be voted on by official ballot. RSA 40:13, VII.

PLANNING BOARD

- December 29, 2014 Last date to give notice of the planning board's first public hearing on proposals to adopt or amend a zoning ordinance, building code or historic district ordinance, *in order to leave enough time to hold a second public hearing if needed*. Notice must be posted in at least 2 public places and published in a newspaper of local circulation. RSA 40:13, II-a (d); RSA 675:3, IV, V; RSA 675:7, I.
- January 9, 2015 Last date for the planning board to hold the first public hearing on proposals to adopt or amend a zoning ordinance, building code or historic district ordinance, *in order to leave enough time to hold a second public hearing on January 23 if needed*. **NOTE:** If a second public hearing is needed, notice of it must be posted, and published in a local newspaper, by January 12 (see below). RSA 40:13, II-a (d) RSA 675:3, IV, V; RSA 675:7, I.
- January 12 Last date to give notice for the planning board's final public hearing on proposals to adopt or amend a zoning ordinance, building code or historic district ordinance. Notice must be posted in at least 2 public

places and published in a newspaper of local circulation. RSA 40:13, II-a (d); RSA 675:3, II, V; RSA 675:7, I.

January 23 Last date for planning board to hold the final public hearing on proposals to adopt or amend a zoning ordinance, building code or historic district ordinance. After the final public hearing the planning board shall vote to determine the final form of the proposal. January 26 is the last date for the selectmen to post the warrant, which must include these items. RSA 40:13, II-a(d); RSA 675:3, III, IV, V.

BUDGET COMMITTEE

January 13 Last date to give public notice, which must be at least 7 days in advance, of the budget committee's public hearing on the budget. All purposes and amounts of appropriations to be included in the budget and special warrant articles must be disclosed or discussed at the final hearing, even a proposed bond or note large enough to require a *separate* public hearing before the selectmen (see section on Selectmen). Notice of the public hearing should be posted in at least 2 public places and published in a newspaper of local circulation, although the type of notice required is not spelled out in the law. RSA 40:13, II-a(c); RSA 32:5, I.

January 20 Last date for the budget committee to hold the final public hearing on the proposed budget and special warrant articles. RSA 40:13, II-a(c); RSA 32:5, I.

SUPERVISORS OF THE CHECKLIST

January 6 If the first session of your town meeting falls between January 31 to February 3, both days inclusive, this is the last day to post copies of the current checklist at the town clerk's office or the town hall. Notice of the day, hour and place of the supervisor's upcoming session to correct the checklist shall be included on the posted checklist. RSA 669:5; RSA 654:26; RSA 654:27.

January 13 In towns with the non-partisan ballot for election of town officials, this is the last day to publish newspaper notice of the day, hour and place of the supervisor's session on January 20 (the day before the candidate filing period begins) to correct the checklist. RSA 669:5; RSA 669:19; RSA 654:27.

January 13 If the first session of your town meeting falls between February 4 to February 7, both days inclusive, this is the last day to post copies of the current checklist at the town clerk's office or the town hall. Notice of the day, hour and place of the supervisor's upcoming session to

correct the checklist shall be included on the posted checklist. RSA 669:5; RSA 654:26; RSA 654:27.

- January 20 Supervisors hold session to correct the checklist from 7 p.m. to 7:30 p.m. because this is the day before the filing period for candidates for elected town offices under the non-partisan ballot system. RSA 669:5; RSA 669:19.
- January 17 If the session to correct the checklist will be on January 24 in your town, this is the last day to publish newspaper notice of the day, hour and place. RSA 669:5; RSA 654:26; RSA 654:27.
- January 23 If the supervisors met on January 20 in your town, the additions and corrections to the checklist must be made to the previously posted checklist, or a new checklist must be posted, by midnight tonight. RSA 654:28.
- January 24 If the session to correct the checklist will be on January 31 in your town, this is the last day to publish newspaper notice of the day, hour and place. RSA 669:5; RSA 654:26; RSA 654:27.
- January 24 If the first session of your meeting falls between January 31 and February 5, both days inclusive, this is the date the supervisors meet to correct the checklist. At a minimum, the supervisors must meet for half an hour between 11 a.m. and 11:30 a.m. RSA 669:5; RSA 654:27; RSA 654:28.
- January 30 If the supervisors met on January 24 in your town, the additions and corrections to the checklist must be made to the previously posted checklist, or a new checklist must be posted, by midnight tonight. RSA 654:28.
- January 31 If the first session of your meeting falls on February 6 or February 7, both days inclusive, this is the date the supervisors meet to correct the checklist. At a minimum, the supervisors must meet for half an hour between 11 a.m. and 11:30 a.m.. RSA 669:5; RSA 654:27; RSA 654:28.
- February 6 If the supervisors met on January 31 in your town, the additions and corrections to the checklist must be made to the previously posted checklist, or a new checklist must be posted, by midnight tonight. RSA 654:28.
- February 10 Last day to post copies of the current checklist at the town clerk's office or the town hall. Notice of the day, hour and place of the supervisor's

session on February 28 to correct the checklist shall be included on the posted checklist. RSA 669:5; RSA 654:26; RSA 654:27.

- February 21 Last day to publish newspaper notice of the day, hour and place of the supervisor's session on February 28 to correct the checklist for the town election - second session. RSA 669:5; RSA 654:26; RSA 654:27.
- February 28 Supervisors meet to correct the checklist for the town election/second session of the annual meeting. At a minimum, the supervisors must meet for half an hour between 11 a.m. and 11:30 a.m. RSA 669:5; RSA 654:27; RSA 654:28.
- March 6 Additions and corrections to the checklist must be made to the previously posted checklist, or a new checklist must be posted, by midnight tonight. RSA 654:28.

TOWN CLERK

- January 21 Filing period begins for candidates for elected town offices under the non-partisan ballot system. RSA 669:19.
- January 30 Last day for candidates to file for elected town offices under the non-partisan system. RSA 669:19.

MISCELLANEOUS

- January 13 "Budget Submission Date" for calculating certain deadlines affecting collective bargaining with public employees. RSA 40:13, II-a(b); RSA 273-A:1, III.

From: Lionel Ingram [mailto:lionelingham@comcast.net]
Sent: Monday, October 06, 2014 8:38 PM
To: Julie D Gilman
Subject: RE: ERSC

You asked for a recommendation. Here is the one I sent to you on 20 September.

Lionel

----- Original Message -----

From: Lionel Ingram <lionelingham@comcast.net>
To: Julie D Gilman <juliedgilman@comcast.net>
Sent: Sat, 20 Sep 2014 14:09:49 -0000 (UTC)
Subject: RE: ERSC

Julie,

Below is my recommendation. Although I would prefer early approval of recognition of the four people for whom we already have proclamations, we can wait until BoS action on a policy.

I recommend that the BoS adopt a policy with appropriate procedures to recognize publicly outstanding performance by Town employees, supporting businesses, and State and Federal employees. Recognizing publicly, superb performance is good management; it reinforces and rewards exemplary behavior. It contributes to good relations between the Town and its supporting businesses and agencies. Moreover, it is a very appropriate way to show appreciation of a job well done.

An element of this policy could be the recognition of outstanding performance by citizens of the Town that directly affect the functioning of the Town.

In addition to procedures within the purview of the BoS and the Town Manager, I believe that this policy should allow the chairs of the Town's various boards and committees to recommend individuals, organizations, and businesses to the BoS for recognition.

It is important to recognize dedicated volunteers and dedicated employees of a public agency or other institution or business, who have provided their expertise and effort, above and beyond the routine tasks of the Town body which they are serving without additional costs to the taxpayers for the benefit of the public good of the Town of Exeter.

Because such recognition involves individuals, the BoS should initially handle recommendations in accordance with its non-public session procedures.

Lionel



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: sriffle@exeternh.gov

Facility: Town Hall (Main Floor) Bandstand Parking - # Spaces _____ Location _____

Signboard Requested: Poster Board Week: _____ Plywood Board Week: _____

Representative Information:

Name: Susan Baillargeon Address: Exeter Fire Dept.

Town/State/Zip: _____ Phone: _____

Email: sbaillargeon@exeternh.gov Date of Application: 10/7/14

Organization Information:

Name: Exeter Fire Dept. Toy Bank Address: 20 Court Street

Town/State/Zip: Exeter NH 03833 Phone: X 131

Reservation Information:

Type of Event/Meeting: Toy Wrapping Party Date: 12/16/14

Times of Event: 4:00 to 8:00 Times needed for set-up/clean-up: (we will set up & clean up)

of tables: _____ # of chairs: _____ Will food/beverages be served? Pizza/sodas in foyer

List Town equipment you request to use: Any available tables

Comments: As in past years, we ask that all fees be waived, we are a town dept. providing for town children

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: Susan Baillargeon Date: 10/7/14

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 of Exeter	Policy Number 2010-3	Adopted by Board of Selectmen
Subject: Vehicle Use	Adoption Date: 7/19/10 Revision Date: Effective Date: 7/19/10	Supersedes: SOP F05-03 and any other relevant policy or procedure.

1.0 Purpose of the Policy:

The purpose of this policy is to set forth the guidelines for reimbursement or compensation for employee use of personal vehicles; the guidelines under which Town vehicles will be authorized to Town personnel; and the guidelines under which Town vehicles may be used.

2.0 Departments Affected:

The provisions of this policy which relate to expense reimbursement apply to all employees in Town service. The entire policy applies to all General Government employees.

3.0 Definitions:

Automobile Allowance – that amount approved by the Town Manager with approval of the Board of Selectmen to compensate an employee for regular and routine use of a personal automobile. Automobile allowance is considered to be a salary item and, as such, is subject to taxation.

Expense Reimbursement – that payment for approved expenses relating to personal automobile use upon receipt of written documentation. Expense reimbursement is not considered to be a salary item.

Municipal Vehicle – those automobiles, trucks, vans, or other self-propelled equipment owned, rented, or leased by the Town of Exeter and licensed for travel on a public way.

Personal Automobile – that automobile owned or available for private use by the employee.

4.0 Policy:

A. Municipal Vehicles

It is the policy of the Town of Exeter that certain positions require employee access to municipal vehicles, either during the work shift or on a 24 hour on-call basis. Town vehicles are not personal vehicles and are not for personal use. Town vehicles should be viewed as belonging to the citizens of Exeter and are assigned solely for purposes consistent with providing services to those citizens.

B. Expense Reimbursement

It is the policy of the Town of Exeter to reimburse employees for reasonable expenses which they incur as a result of personal automobile use on behalf of the Town. Receipts and the

Personal Automobile Travel Expense Report must be submitted in order for an employee to be reimbursed for such expenses.

C. Automobile Allowance

It is the policy of the Town of Exeter that in event that an employee is required to use his or her personal automobile extensively on a year-round basis, and that employee has not been assigned a municipal vehicle, the Board of Selectmen (for represented employees) may authorize the payment of an automobile allowance may authorize the payment of an automobile allowance. Such stipend may be rescinded with 90 days' notice, and will not be paid in combination with personal automobile expense reimbursement unless authorized by the Town Manager.

5.0 Procedures:

A. Expense Reimbursement – Personal Vehicles

1. Expense Reimbursement is intended for travel outside the Town of Exeter. Employees will not be reimbursed for personal automobile use within the Town of Exeter without advance approval of the Town Manager. The Town Manager shall furnish at the request of the Board of Selectmen from time to time a list of positions approved for reimbursement under this section.
2. When an employee is authorized to use a personal automobile for work-related travel, he or she shall be reimbursed at a rate established by the Board of Selectmen upon the recommendation of the Finance Director.
3. The mileage rate is intended to include the costs of gasoline, repairs, insurance, and general wear and tear on the automobile.
4. In addition to the mileage rate, the Town will reimburse employees authorized to travel outside of Exeter, driving personal or municipal vehicles, for tolls and reasonable parking expenses, when receipts are provided. Employees receiving automobile allowances will not be reimbursed for tolls but may be reimbursed for reasonable parking expenses. Employees will not be reimbursed for tolls which would normally be paid by the employee during his or her normal commute to work.
5. The Town retains the right to require employees who are reimbursed for work related travel, or who receive an automobile allowance, to show proof of the following minimum levels of insurance coverage:
 - a. Bodily Injury: \$100,000/\$300,000
 - b. Property Damage \$25,000
6. An employee who uses his or her personal automobile to travel from home to a temporary assignment, rather than his or her regularly assigned work location shall be

allowed personal automobile expenses between home and the temporary assignment, or between the temporary assignment and the regular work location, whichever is less.

7. Employees will not be reimbursed for commuting between their homes and offices or other regular work locations.
8. In order to be reimbursed for personal automobile use, employees must complete the Personal Automobile Travel Expense Form. This form should be submitted to the department manager for approval prior to submission to the Finance Director for payment.
9. Automobile Accidents – In the event that an employee’s personal vehicle is damaged during an approved, work-related trip, and the damage is not due to the gross negligence of the employee, the Town will reimburse the employee, upon receipt of verification of payment of a deductible (comprehensive or collision) to cover part of the cost of repair, up to a maximum of \$250 or the amount of the deductible, whichever is less, per occurrence.

B. Assignment of Municipal Vehicles

The assignment of municipal vehicles during work time is based upon job description. Municipal vehicles available for this purpose will be assigned in a manner consistent with departmental workload and employee function. The assignment of vehicles may be rescinded at any time by the Town Manager or department manager. This list of assigned vehicles will be maintained by Human Resources.

Assigned and take home vehicles shall not be used on a part-time job or driven to and from a part-time job not associated with the Town organization.

An employee who operates an assigned vehicle or a private vehicle for Town business must have the appropriate valid driver’s license, a current state safety inspection sticker and current license plates for the vehicle.

C. Assignment of Municipal Vehicles for 24 Hour Use (Vehicle Use Approved for Commuting Purposes).

1. The assignment of vehicles for 24-hour use will be made in writing by the Town Manager, and will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria which will be used in the determination of eligibility for 24-hour vehicle use include:
 - Officially designated on-call status;
 - Requirement for frequent emergency availability;
 - Issuance of a pager or other communication device;
 - Emergency or other equipment pertinent to the position contained in the vehicle; and/or
 - No Town facility is available for garaging in a safe and convenient location.

Such assignment may be rescinded in writing at any time by the Town Manager.

2. Vehicle use is limited to travel to and from the residence and place of work. Town vehicle shall not be used for private or personal business, except for incidental stops during travel to and from the work space. The vehicle should be driven over the most direct route taking into account road and traffic conditions.
3. Whenever a position becomes vacant, the authorization for 24 hour use shall be reevaluated. From time to time and upon request, the assigned vehicle and take home vehicle listing will be provided to the Board of Selectmen. The Human Resources Department is charged with maintaining the most current listing.
4. Employees assigned vehicles for 24-hour use involving a commute of more than 25 miles one way shall reimburse the Town for the additional fuel cost as determined by the Finance Director.
5. Employees assigned municipal vehicles on a 24-hour basis will be given a copy of this policy and will be required to sign a confirmation of receipt. Human Resources will maintain an electronic listing of employees assigned take home vehicles by department. Human Resources will update the list and forward it to Finance in early December to insure the appropriate amount is deducted from each employee's paycheck in accordance with IRS requirements. The determination of this taxable benefit is made by Finance based on the rules set forth by the IRS in Publication 15-B, Employer's Tax Guide to Fringe Benefits.
6. Imputed Income Taxation
 - a. Employees who are assigned marked and unmarked police vehicles, and/or marked municipal vehicles carrying tools and meeting certain other eligibility criteria will not be subject to imputed income taxation as a result of the vehicle assignment.
 - b. Other employees authorized to commute in a Town vehicle may be subject to imputed income regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. The Finance Department shall be responsible for determining any tax liability and will be provided with the names of all employees authorized to use Town vehicles for commuting purposes, and the normal, one-way commuting distance, each December 1st.

D. General Rules Governing Municipal Vehicle Use

1. Municipal vehicles may only be used for legitimate municipal business.
2. Municipal vehicles will not be used to transport any individual who is not directly or indirectly related to municipal business. Passengers shall be limited to Town employees and individuals who are directly associated with Town work activity (committee

members, consultants, contractors, etc.). Family members shall not be transported in Town vehicles.

3. Vehicles should contain only those items for which the vehicle is designed. The Town shall not be liable for the loss or damage of any personal property transported in the vehicle.
4. Employees are expected to keep municipal vehicles clean, and to report any malfunction or damage to their supervisors immediately.
5. Employees assigned vehicles for commuting purposes are expected to park such vehicles in safe locations.
6. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle.
7. Employees may not operate municipal vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
8. Employees who operate municipal vehicles must have a valid motor vehicle license issued by the state of their current residence and may be required to provide proof of valid motor vehicle license once every six (6) months.
9. Employees driving municipal vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
 - a. Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fines unless the payment of such fines by the Town is approved by the Town Manager.
 - b. Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than 24 hours. Failure to provide such notice will be grounds for disciplinary action.
 - c. An employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in his or her personal vehicle or in a municipal vehicle, must notify his or her supervisor immediately when practicable, but in no case later than 24 hours. Conviction for such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.
10. No employee may use a municipal vehicle for out-of-state use without advance approval of the Town Manager.

E. Special Circumstances

This policy is intended to provide a basic framework governing the use of personal and municipal vehicles in the Town of Exeter, and, as such, cannot contain procedures governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the Town Manager who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

6.0 Failure to Comply:

Failure to comply with any and all provisions of this policy may result in disciplinary action up to and including removal of Town vehicle privileges, suspension, and/or termination from Town service.

7.0 All previously adopted procedures with respect to the subjects described above are hereby repealed.

Vehicle # License Plate # Department Make Model Year General Usage Special Classification

NOTE

Car 3	G14783	Fire	Ford	Expedition	2010	Assistant Fire Chief (Wilking)	Take Home
Car1	G18218	Fire	GMC	Patriot	2014	Fire Chief (Comeau)	Take Home
Car2	G20056	Fire	Ford	Expedition	2008	Assistant Fire Chief (Berkenbush)	Take Home
Prevention	G00525	Fire	Ford	Explorer	2012	Fire Lieutenant/Inspector (Morin)	Take Home
85	G01202	Parks and Rec	Ford	Crown Victoria	2007	Parks/Recreation Director	None
210	G01210	Police	Ford	Taurus	2008	Police Chief (Kane)	Take Home
211	G01211	Police	Ford	Crown Victoria	2008	Patrol Captain (Shupe)	None
214	G01214	Police	Ford	F150 pickup	2006	Patrol--ACO Jones	Take Home
294	G00294	Police	Ford	Crown Victoria	2005	Staff-- Captain (Poulin)	Take Home
323	G03323	Police	Ford	Crown Victoria	2006	Staff Sergeant	None
15	G07007	Building	GMC	Patriot	2014	Building Inspector (Eastman)	Take Home

Please Note: All vehicles not listed under "Take Home" are assigned vehicles. Micheal Favreau has a Take Home vehicle on a seasonal basis

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Town Manager
RE: FY15 Budget Updates
DATE: October 17, 2014

The Budget Recommendations Committee subcommittees have been meeting and attached is a list of next step budget items:

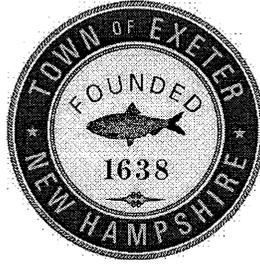
Monday, October 21st – Board of Selectmen meeting, target discussion

Wednesday, October 22nd – Budget Recommendations Committee “all day meeting” with general government departments.

Wednesday, October 22nd – HealthTrust Board vote on health/dental rates for FY15.

Friday, October 24th – Revised budget available.

Wednesday, October 29th – Budget Recommendations Committee first full meeting including target discussion, with new budget numbers.



Exeter Budget Recommendation Committee

Agenda

Wednesday, October 22, 2014

Meeting will begin at 8:30am

Review of 2015 budget proposals:

Assessor (8:30)

Library (9:00)

Planning (9:30)

**(including Historic District Commission, Heritage Commission,
Conservation Committee and Zoning Board of Adjustment)**

Building (10:30)

Town Clerk/Elections (11:00)

Human Services (11:30)

Break for Lunch (12 – 12:30)

IT (12:30)

Tax Collection (1:30)

Human Resources (2:00)

Economic Development (2:30)

Town Manager (3:00)

Board of Selectmen (3:30)

Finance (4:00)



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: twmng@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: Greg Bisson Address: 32 Court St
Town/State/Zip: Exeter, NH Phone: _____
Email: Gbisson@exeternh.gov Date of Application: 10/17/2012

Organization Information:

Name: Exeter Parks and Recreation Address: 32 Court St
Town/State/Zip: Exeter Phone: 773-6151

Reservation Information:

Type of Event/Meeting: Christmas Carol Date: 10/27/14-12/21/14
Times of Event: 6-9pm (prac) 5-10 pm (shows) Times needed for set-up/clean-up: NA
of tables: NA # of chairs: 200
List materials being used for this event: NA
Will food/beverages be served? NA Description: Pracitces will be MWF, performances will be 12/19-12/21

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: *Gregory Bisson* Date: 10/17/14

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



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: sriffle@exeternh.gov

Facility: Town Hall (Main Floor) Bandstand Parking - # Spaces _____ Location _____
Signboard Requested: Poster Board Week: _____ Plywood Board Week: _____

Representative Information:

Name: Mike Favreau Address: 32 Court Street
Town/State/Zip: Exeter Phone: 773-6153
Email: mfavreau@exeternh.gov Date of Application: 10-9-14

Organization Information:

Name: Parks and Rec Address: _____
Town/State/Zip: _____ Phone: _____

Reservation Information:

Type of Event/Meeting: Public Forum - Needs Assessment Survey Date: 11-5-14
Times of Event: 6-8 PM Times needed for set-up/clean-up: _____
of tables: _____ # of chairs: _____ Will food/beverages be served? _____
List Town equipment you request to use: _____
Comments: _____

Requirements:

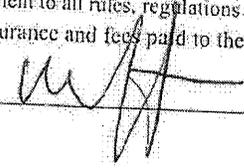
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Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature:  Date: 8/14/14

Authorized by the Board of Selectmen/Designee: _____ Date: _____

Office Use Only:

Liability Insurance: On file In-process Will receive by: _____

Fees Paid Will pay by: _____ Non-profit fee waiver requested

Unitil's NH Service Territory Gas Emergency Response & Preparedness Annual Meeting

November 14th, 2014
Courtyard Marriot, 1000 Market St. Portsmouth, NH

A G E N D A

- | | |
|------------------------|---|
| 7:30 – 7:50 AM | ■ Registration & Networking |
| 7:50 – 8:05 AM | ■ Buffet is open – Networking among guests |
| 8:05 – 8:10 AM | ■ Opening remarks – Mr. John DiNapoli, Unitil
Manager, Municipal & Community Services |
| 8:10 – 8:25 AM | ■ 1 st presenter – Mr. Richard Francazio, Unitil
Director, Business Continuity & Compliance |
| 8:25 – 8:40 AM | ■ 2 nd presenter – Mrs. Carol Valianti, Unitil
Vice President, Communications |
| 8:40 – 8:55 AM | ■ 3 rd presenter – Mr. Mel Ciulla, Unitil
Manager, Gas Operations |
| 8:55 – 9:10 AM | ■ 4 th presenter – Mr. Johnathan Pfister, Unitil
Manager, Gas Systems Operations |
| 9:10 – 9:25 AM | ■ 5 th presenter – Mr. Tom Kiley, Northeast Gas Association
President and CEO |
| 9:25 – 9:40 AM | ■ 6 th presenter – Mr. Chris LeBlanc, Unitil
Director, Gas Operations |
| 9:40 – 10:00 AM | ■ Q & A – Closing remarks |

Town Manager's Office

OCT 09 2014

THANK YOU FOR YOUR PARTICIPATION

Received



Town Manager's Office

OCT 10 2014

Received

Exeter Town Offices
10 Front St.
Exeter, NH 03833-0924

Date of Notice: October 8, 2014

Account No.: **4091999-4030134**

Re: Shut Off Notice Gas Service

Date of Disconnect: **11-07-14**

Dear Customer,

Unitil's goal is to deliver natural gas to all customers as safely and efficiently as possible. On **October 7, 2014** a Unitil technician identified and tagged a safety issue at **10 Front St. Exeter;**

'Gas line going through outside brick wall and inside cement wall must be protected. Once repairs have been made, inspection by the town of Exeter is required.'

The identified safety issue must be addressed within thirty (30) days or your gas service or appliance will be shut off. Please contact a qualified contractor for all needed repairs associated with this issue. After repairs have been made and inspected by the local gas inspector, please contact our Customer Service Department at 1-888-301-7700 to schedule an appointment for a follow up inspection by a Unitil Technician.

Appointments can be scheduled Monday – Friday 8 a.m. to 8 p.m. or Saturday 8 a.m. to 2 p.m. If you have any questions or would like to discuss this matter, please contact the gas service department at (603) 294-5175. If you do not contact us to inspect the repairs, your gas service will be disconnected on **November 7, 2014**.

MEDICAL EMERGENCY – If you believe that a medical emergency exists in your home or would exist if your service were to be disconnected, you may be protected from disconnection. Please contact us at 1-888-301-7700.

IMPORTANT NOTICE – YOUR RIGHTS – If you wish to discuss further why this safety issue must be addressed to avoid disconnection, you may contact us at (603) 294-5175 to request a conference with us prior to the date of disconnect. If you are not satisfied with our explanation, you may contact the NH Public



Utilities Consumer Assistance Division at 1-800-852-3793. If you request the Public Utilities Commission to review the case, your gas service will not be disconnected.

If your service is shut off, you will be required to pay a reconnection charge.

Sincerely,

A handwritten signature in black ink that reads "Julianne Connors". The signature is written in a cursive style.

Julianne Connors
Customer Care Coordinator
Unitil Corporation
(603) 294-5175

cc: town/city gas inspector



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

October 1, 2014

Mr. Russell Dean
Town Manager
Town of Exeter
10 Front Street
Exeter, NH 03833-2737

Dear Mr. Dean:

As you may recall, the Federal Emergency Management Agency (FEMA) sent your community a letter dated April 9, 2014, regarding the preliminary Flood Insurance Study (FIS) and accompanying Flood Insurance Rate Maps (FIRM) for Rockingham and Strafford counties. FEMA also held two community coordination meetings on May 8, 2014 to review these maps and the FIS.

Whenever new maps are produced by FEMA, the agency requires that communities who are members of the National Flood Insurance Program (NFIP) have ordinances that are fully compliant with the NFIP regulations. As the lead agency for the NFIP, FEMA has requested that the Office of Energy and Planning (OEP) conduct a "compliance review" of your current floodplain management regulations. We have completed this review and will be forwarding the results of our review electronically to Sylvia von Aulock/svonaulock@exeternh.gov.

We are sending the results electronically to more easily prepare the ordinance amendments for your 2015 Town Meeting. The results detail the floodplain ordinance amendments to be proposed and, if needed, the amendments to the floodplain regulations in your community's subdivision and site plan review regulations.

By adopting the amendments at the 2015 Town Meeting, your community will remain eligible to participate in the NFIP once the new maps become effective in Fall 2015. Any needed amendments to the town's subdivision and site plan regulations can be done at any time by the Planning Board prior to the maps' effective date. Our goal is to keep you enrolled in the program and not risk suspension so we will do all we can to assist you in this process.

At this time, you do not need to be concerned with adoption of the new maps. OEP will be back in touch with your community to help you through the process of adopting the new maps at a later date. For now, you need to be concerned with preparing the appropriate amendments to your ordinance and to your regulations, if needed. As with

any amendments to an ordinance, we recommend that you also check with your town's attorney on these changes.

Also enclosed is information about one of the many additional floodplain regulations to consider for adoption to further strengthen floodplain management in your community. Freeboard is a term used in reference to the requirement that the lowest floor of a structure be elevated a certain number of feet above the base flood elevation. The enforcement of freeboard requirements can both further reduce risk to a structure and insurance premiums for property owners. More information about additional floodplain regulations can be found on OEP's web site at: <http://www.nh.gov/oep/planning/programs/fmp/community.htm>. If you have questions or need assistance regarding additional floodplain regulations, please contact me at Jennifer.gilbert@nh.gov or 603-271-1762.

If you have any questions regarding the proposed amendments or the amendment process, please contact Susan Slack, who reviewed your community's floodplain regulations, at 603-271-2155 or susan.slack@nh.gov.

Sincerely,



Jennifer Gilbert
Senior Planner
NH Floodplain Management Coordinator

cc: Sylvia von Aulock, Town Planner
Doug Eastman, Building Inspector (email only)
Julie LaBranche, Rockingham Planning Commission (email only)
John Grace, FEMA Region 1 (email only)

Enclosure



FEMA

Fact Sheet

Building Higher in Flood Zones: Freeboard – Reduce Your Risk, Reduce Your Premium

One way flood risk is communicated is through maps that show base flood elevations (BFEs), or the height floodwaters would reach during a 1-percent-annual-chance flood in any given year.

Freeboard is a term used by FEMA’s National Flood Insurance Program (NFIP) to describe a factor of safety usually expressed in feet above the 1-percent-annual-chance flood level. The NFIP requires the lowest floor of structures built in Special Flood Hazard Areas (SFHAs) to be at or above the BFE, so a structure built with freeboard would have its lowest floor 1 foot or more above the BFE. Adding freeboard will reduce NFIP insurance premiums.

Benefits of Freeboard

There are many benefits to incorporating freeboard into new construction plans, the most important being safety (Figure 1). Freeboard provides a margin of safety against extraordinary or unknown flood risk. BFEs reflect estimates of flood risk, but there are many unknown factors that can cause flood heights to rise above the BFE, such as wave action, bridge and culvert openings being blocked by debris, and development in the floodplain. It is important to remember that floods more severe than the 1-percent-annual-chance event can and do occur.

Other benefits of freeboard include incurring less damage, easier and faster cleanup after a flood event, and lower flood insurance rates. Incorporating freeboard into building plans can result in substantial savings in flood insurance premiums each year, especially for buildings located in Zone V (a coastal flood zone at risk from wave action). Figure 2 shows potential flood insurance rates based on the amount of freeboard in both riverine (Zone AE) and coastal (Zone VE) environments.

Communities that incorporate freeboard into their local floodplain ordinances can earn discounts on flood insurance by participating in the NFIP’s Community Rating System (CRS) program. CRS rewards communities that engage in floodplain management activities that exceed NFIP standards by offering discounts of up to 45 percent on flood insurance policies written for SFHAs in NFIP-participating communities.



Figure 1: House elevated above the BFE with 1 foot of freeboard

What is Floodplain Management?

Floodplain management is the operation of a program of preventive and corrective measures for reducing flood damage. FEMA helps communities develop floodplain management regulations that comply with NFIP regulations. Communities may adopt more restrictive regulations. Community officials may have knowledge of local conditions that require higher standards than the NFIP regulations, particularly for human safety.

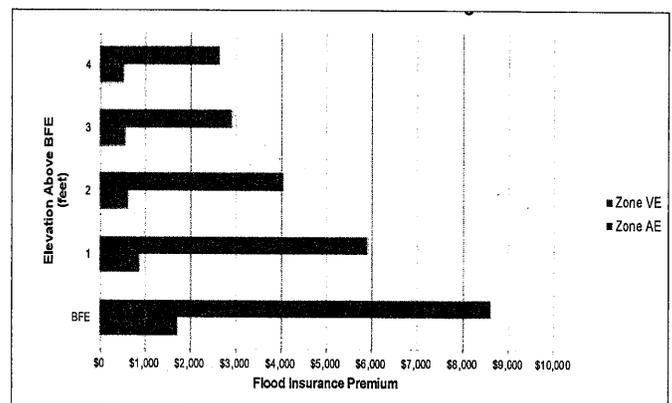


Figure 2: Maximum coverage for a \$250,000 residential building and \$100,000 contents

Benefit-Cost Comparison

Incorporating freeboard into new construction is extremely cost effective. The up-front costs are generally only about 0.25 to 1.5 percent of the total construction costs for each foot of freeboard. However, the long-term savings on flood insurance will more than offset these costs.

For example, adding 2 feet of freeboard to a new home might add \$20 a month to the mortgage payment, or \$240 per year. The resulting flood insurance savings could be more than \$1,000 a year for a building in Zone AE (for instance, in a riverine flood zone not affected by wave action) and \$2,000 a year in Zone VE.

Many States and communities have incorporated freeboard requirements into the elevation and floodproofing requirements stipulated by the NFIP. Freeboard requirements can range from 6 inches to 4 feet, and it would be up to the community to decide what is most appropriate given their location and other community conditions.

Historically Speaking...

Freeboard was (and still is) a nautical term. It refers to the height of a ship's deck above the waterline. If you think of the lowest floor of your house as the deck of your ship, and the BFE as the height of the sea, freeboard is the extra height that keeps the larger waves off your deck.

FOR MORE INFORMATION...

FEMA's Floodplain Management Branch
About floodplain management's role in the NFIP:
<http://www.fema.gov/floodplain-management>

FEMA 347 – Above the Flood: Elevating Your Floodprone House:

<http://www.fema.gov/media-library/assets/documents/725?id=1424>

FEMA 312 – Homeowner's Guide to Retrofitting:

<http://www.fema.gov/media-library/assets/documents/480?id=1420>

Homebuilder's Guide to Coastal Construction:

A series of fact sheets providing information about responsible building practices including freeboard.
<http://www.fema.gov/library/viewRecord.do?id=2138>

FloodSmart

Information for consumers and insurance agents about flood insurance and the NFIP.
www.FloodSmart.gov



Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

October 15, 2014

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

RE: 2015 Unemployment Compensation Program Renewal

Dear Russell:

As you prepare your budget for the coming year, we thank you for your continued trust and partnership in our Unemployment Compensation Program. Our goal in all of our programs is to provide our members with the best service, value, and coverage through our core values: **Trust. Excellence. Service.**

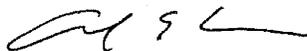
Enclosed is your 2015 Unemployment Compensation Member Contribution Summary. The intent of the Summary is to build awareness of your member contribution and how performance and payroll changes affect your contribution. Invoices will be mailed around January 1, 2015.

As a reminder, the Unemployment Compensation Program reporting is available through the **Primex³ Partner Platform (P³)**. This access allows members to view contributions, claim summary reports, and coverage documents. If you do not have a **P³** login, please contact the Member Services Department.

The Primex³ Membership Agreement and Public Entity Coverage Document have a 45-day written notice requirement in the event that you elect to terminate membership in the Unemployment Compensation Program. **This notice must be provided on official letterhead to the Chief Executive Officer of Primex³ by 4:30 PM on November 17, 2014 and must specify a final decision regarding your participation in the program.** Please carefully review your Public Entity Coverage Document, General Conditions, Section L, regarding notice of termination.

Please contact either myself or your Member Services Consultant if you have any additional questions regarding your contribution and performance in the Unemployment Compensation Program.

Sincerely,



Carl Weber
Director of Member Services

Town Manager's Office

OCT 16 2014

Received

OCTOBER 15, 2014

UNEMPLOYMENT COMPENSATION PROGRAM

**MEMBER CONTRIBUTION SUMMARY
JANUARY 1, 2015 - JANUARY 1, 2016 RENEWAL**

**MEMBER: Exeter, Town of
MEMBER NUMBER: UM170**

2014		2015	
Member Contribution	\$7,572	Member Contribution	\$4,373

Your 2014 Taxable Wages (2012 reported)	\$2,442,489
Your 2015 Taxable Wages (2013 reported)	\$2,429,322
Change in Taxable Wages	- 0.5%
Your 2013 Loss Ratio	0%
Your 2014 Loss Ratio (through June)	46%
Your 2014 Unemployment Rate	0.31%
Your 2015 Unemployment Rate	0.18%
Change from 2014 to 2015:	
Contribution Amount Change	-\$3,199
Contribution Percent Change	-42.2%

**Please contact the Primex³ Member Services Team
if you have any questions or comments.**

Invoices will be mailed around January 1, 2015.



Unemployment Compensation Renewal - October 2014

Current Economic Conditions

The labor market in New Hampshire has improved since the heights of the Great Recession. The seasonally adjusted unemployment rate for New Hampshire was 5.5% in July of 2013 compared to 4.4% in July of 2014, according to the United States Department of Labor. Prior to the onset of the recession in the summer of 2008, the state's unemployment rate had trended between 3.4% and 4.0% during the previous years.

The Rates

The 2015 Unemployment Program rates are based on each member's performance since they've joined the program with extra emphasis on their experience in recent years (2010-2013). Rates are also influenced by the future economic outlook which has been trending more positive as of late. The 2014 Unemployment Program contributions decreased on average, so it appears that the worst of the economic downturn is over and employment levels have begun to stabilize.

The Wage Base

The wage base for 2014 of \$14,000 will remain the same for 2015 to be consistent with the state program.

The Primex³ Advantages

Rate Stability and Certainty

Unemployment Compensation Program Members are responsible for their own claims, unlike our other pooled programs. As reimbursable employers, our members are charged by the Department of Employment Security monthly on a dollar per dollar basis for all unemployment claims against their account. At periods of high fiscal exposure such as a reduction in force or the end of a school year, our members would contend with a financial burden that was unpredictable and immediate. Our program provides greater stability and certainty by allowing our members to pay these charges over a period of time, despite what economic or legislative headwinds are dealt their way.

Emphasis on Human Resource Practices

The strongest action an organization can take to reduce unemployment compensation exposure is to implement sound human resource practices. Hiring the best qualified candidates, coaching and mentoring employees for continued success, judiciously implement discipline in a fair and consistent manner that affords due process, terminating an employee appropriately for violations of policy, and documenting the reasons for resignation are the areas employers control to reduce unemployment costs.

Skilled Advocacy before the Department of Employment Security

Primex³ staff provide skilled advocacy and claim mitigation before the New Hampshire Department of Employment Security on your behalf. Primex³ staff reviews all claims and requests the appropriate documentation to substantiate when an employee is terminated for misconduct or voluntarily resigns. Primex³ strongly asserts the employer's position during the initial claim adjudication and before both the Employment Security Appeals Tribunal and Appellate Board to ensure benefits are only paid under qualifying circumstances. Primex³ utilizes in-house representation so that legal costs for our members are only utilized in the rare circumstance where counsel is warranted. Primex³ staff has fostered a congenial relationship with the Department of Employment Security to allow for effective advocacy on behalf of our members.

The Primex³ Unemployment Compensation Program remains the best choice for rate stability and professional advocacy for local government in New Hampshire.

Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

October 15, 2014

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

RE: 2015 Workers' Compensation Program Renewal

Dear Russell:

As you prepare your budget for the coming year, we thank you for your continued trust and partnership in our Workers' Compensation Program. Our goal in all of our programs is to provide our members with the best service, value, and coverage through our core values: **Trust. Excellence. Service.**

Enclosed is your 2015 Workers' Compensation Member Contribution Summary. The intent of the Summary is to build awareness of your member contribution and how performance and payroll changes affect your contribution. Invoices will be mailed around January 1, 2015.

Workers' Compensation Trends and What We Are Doing

- ❖ **Medical Costs:** Medical utilization and costs continue to rise for the Workers' Compensation Program. Medical claims make up almost two-thirds of the overall claim costs in the program. This trend is not unique to our pooled program. In response to these costs, the Governor recently appointed a task-force "in order to reduce costs for our workers and businesses." **Tammy Denver, Director of Claims and Coverage** at Primex³, has been appointed to this task force and hopes to provide the pool perspective as they study ways to improve Workers' Compensation costs throughout the state.
- ❖ **Our Service:** Prevention through risk management is always our goal. However, once an injury occurs, having knowledgeable in-house claims teams reaching out to your injured employees and keeping you aware of their status, helps us both work toward effective treatment and timely return to work.
- ❖ **Our Partnerships:** We have partnered with **Best Doctors**[®] to ensure that your injured employees receive the best medical care possible while focusing on an expeditious return to work. Cost savings are a positive by-product of having affiliated doctors and nurse patient advocates assisting to provide the highest quality care for injured workers. We also have a Pharmacy Benefit Manager (PBM) in place to save on the cost of recurring prescription

Town Manager's Office

OCT 16 2014

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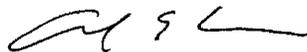
What Workers' Compensation Members Can Do

- ❖ **Prompt Claims Reporting:** National studies have found that the longer it takes to report a claim, the more costly it will be. Strive for reporting all claims within 24 hours of the injury, but no later than five calendar days from the date of injury as required by the NH Workers' Compensation Statute.
- ❖ **Temporary Alternate Duty (TAD):** TAD may be the single most effective way to control Workers' Compensation costs. TAD is a win/win by providing meaningful work and connection to the workplace, which allows the employee to recover and retain knowledge and expertise, while significantly reducing the duration and cost of the claim.
- ❖ **Active Joint Loss Management Committees (JLMCs):** JLMCs play the front-line role in promoting safety, and reviewing losses to understand or identify trends to create prevention strategies. JLMCs are responsible for meeting quarterly (at minimum), inspecting buildings, and addressing and making recommendations around safety concerns.
- ❖ **Benchmarking Losses:** Benchmarking is an important step where members decide to place a limitation on their expected losses in certain recurring and problematic areas. It is often said: *"If you can't measure it, you can't manage it."* Benchmarking provides the essential measurement and accountability that helps lead to managing the long-term loss trend.
- ❖ **Ask for Help:** Whether asking about the status of a claim, developing alternative work for injured employees, or inquiring for risk management services or training, contact us to ask for help. Our mission at Primex³ is to be that creative partner in helping members meet their risk management needs. Together we will continue to manage the risk and costs associated with our Workers' Compensation Program.

The Primex³ Membership Agreement and Public Entity Coverage Document have a 45-day written notice requirement in the event that you elect to terminate membership in the Workers' Compensation Program. **This notice must be provided on official letterhead to the Chief Executive Officer of Primex³ by 4:30 PM on November 17, 2014 and must specify a final decision regarding your participation in the program.** Please carefully review your Public Entity Coverage Document, General Conditions, Section L, regarding notice of termination.

Please contact either myself or your Member Services Consultant if you have any additional questions regarding your contribution and performance in the Workers' Compensation Program.

Sincerely,



Carl Weber
Director of Member Services

OCTOBER 15, 2014

WORKERS' COMPENSATION PROGRAM
MEMBER CONTRIBUTION SUMMARY
JANUARY 1, 2015 - JANUARY 1, 2016 RENEWAL

MEMBER: Exeter, Town of
MEMBER NUMBER: 170

2014

2015

Contribution Assurance Program (CAP) No

PRIME³ Program No

Member Contribution \$196,076

Member Contribution \$215,100

Your 2014 Payroll (2012 Audited)	\$8,598,586
Your 2015 Payroll (2013 Audited)	\$8,788,537
Change in Payroll	2.2%
Your 2014 Loss Ratio Adjustment Factor	0.92
Your 2015 Loss Ratio Adjustment Factor	0.95
Change in Loss Ratio Adjustment Factor	3.3%
Change from 2014 to 2015:	
Contribution Amount Change	\$19,024
Contribution Percent Change	9.7%

Please contact the Primex³ Member Services Team
if you have any questions or comments.

Invoices will be mailed around January 1, 2015.

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46 Donovan Street
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October 15, 2014

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

RE: 2015 Property & Liability Program Renewal

Dear Russell:

As you prepare your budget for the coming year, we thank you for your continued trust and partnership in our Property & Liability Program. Our goal in all of our programs is to provide our members with the best service, value, and coverage through our core values: **Trust. Excellence. Service.**

Enclosed is your 2015 Property & Liability Member Contribution Summary. The intent of the Summary is to build awareness of your member contribution and how performance, payroll changes and exposure changes, such as buildings or vehicles affect your contribution. Invoices will be mailed around January 1, 2015.

Property & Liability Trends and What We Are Doing

- ❖ **Employment Issues:** Claims associated with employment practices are on the rise within our membership. Without intervention, claims and costs will continue to increase. We believe the best way to impact a trend is to disrupt it, and together we can work toward changing this trend.
- ❖ **Our Service:** Prevention through risk management is always our goal. However, having knowledgeable in-house claims teams reaching out to you and keeping you aware of the claim status, helps us both work toward effective mitigation and resolution of claims.
- ❖ **The Center for Public Sector Advancement:** The Center offers services that focus on a broad array of human resource and organizational development challenges. The Center offerings include human resource consulting, which also provides an **Employment Practice Claim Prevention Service** component, targeted training programs for department heads and senior leaders, and customized solutions to address the issues facing your organization.

Town Manager's Office

OCT 16 2014

Received

What Property & Liability Members Can Do

- ❖ **Call Before Action:** Our **Employment Practice Claims Prevention Service** is available to members to contact Primex³ before taking action on:
 - Discipline that is moving toward termination
 - Termination of employees
 - Employment matters that overlap with ADAAA, FMLA, and other forms of leave

- ❖ **Contract Review:** Ensuring that contracts are consistent with your coverage is important. Primex³ can review those contracts for insurance and indemnification purposes, and provide some guidance to incorporate appropriate language into your bidding specifications.

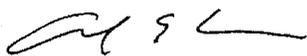
- ❖ **Benchmarking Losses:** Benchmarking is an important step where members decide to place a limitation on their expected losses in certain recurring and problematic areas. It is often said: *"If you can't measure it, you can't manage it."* Benchmarking provides the essential measurement and accountability that helps lead to managing the long-term loss trend.

- ❖ **Ask for Help:** Whether asking about the status of a claim, or inquiring for risk management services or training, contact us to ask for help. Our mission at Primex³ is to be that creative partner in helping members meet their risk management needs. Together we will continue to manage the risk and costs associated with our Property & Liability Program.

The Primex³ Membership Agreement and Public Entity Coverage Document have a 45-day written notice requirement in the event that you elect to terminate membership in the Property & Liability Program. **This notice must be provided on official letterhead to the Chief Executive Officer of Primex³ by 4:30 PM on November 17, 2014 and must specify a final decision regarding your participation in the program.** Please carefully review your Public Entity Coverage Document, General Conditions, Section L, regarding notice of termination.

Please contact either myself or your Member Services Consultant if you have any additional questions regarding your contribution and performance in the Property & Liability Program.

Sincerely,



Carl Weber
Director of Member Services

OCTOBER 15, 2014

PROPERTY and LIABILITY PROGRAM
MEMBER CONTRIBUTION SUMMARY
JANUARY 1, 2015 - JANUARY 1, 2016 RENEWAL

MEMBER: Exeter, Town of
 MEMBER NUMBER: 170

2014

2015

Contribution Assurance Program (CAP) No

PRIME³ Program No

Member Contribution \$181,477

Member Contribution \$196,905

Your 2014 Property Values	\$60,747,408
Your 2015 Property Values	\$61,692,819
Change in Property	1.6%
Your 2014 Payroll (2012 Audited)	\$8,598,586
Your 2015 Payroll (2013 Audited)	\$8,788,537
Change in Payroll	2.2%
Your 2014 Loss Ratio Adjustment Factor	1.00
Your 2015 Loss Ratio Adjustment Factor	1.04
Change in Loss Ratio Adjustment Factor	4.0%
Change from 2014 to 2015:	
Contribution Amount Change	\$15,428
Contribution Percent Change	8.5%

Please contact the Primex³ Member Services Team
if you have any questions or comments.

Invoices will be mailed around January 1, 2015.

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October 15, 2014

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Dear Russell:

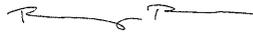
After extensive work and careful consideration, which included a very thorough internal review and Primex³ Board of Trustees approval, we have implemented the attached coverage revisions for the Property and Liability Program that become effective on January 1, 2015. A brief summary explaining the changes are enclosed.

The purpose of the coverage document revisions was to align the Primex³ Public Entity Coverage Document with our reinsurance policy and thereby avoid gaps in coverage.

Your longtime support of Primex³ is greatly appreciated. We look forward to serving you for many more years to come.

If you have any questions or concerns regarding any of the attached coverage revisions please contact me at 1-800-698-2364.

Thank you,



Tammy Denver
Director of Claims and Coverage Programs

Enclosures

Coverage Revisions Effective for the Coverage Period Beginning
1/1/2015

Public Entity Property Coverage Declarations	p.1, Reworded the limits and sublimits under the Coverage Limits to read: "The limits and sub-limits apply per Occurrence, per Schedule on File with the New Hampshire Public Risk Management Exchange, All Covered Causes of Loss, Coverages and Members Combined unless otherwise stated."
Public Entity Property Coverage Declarations	p.1, Added "Blanket Limit Per Occurrence" to Coverage Limits with a \$1,000,000,000 limit
Public Entity Property Coverage Declarations	p. 2, Added "Unscheduled" before "Business Interruption, Rental Income" to read: " Unscheduled Business Interruption, Rental Income and Tax Interruption Combined and Extra Expense" Coverage limit changed from \$1M to \$500,000
Public Entity Property Coverage Declarations	p. 2, Added "Extra Expense" with a limit of \$1,000,000 as a Sublimit
Public Entity Property Coverage Declarations	p. 2, Replaced "Extra Expense" with "Contingent Extra Expense" to read: "Contingent Business Interruption, Contingent Rental Values and Contingent Extra Expense"
Public Entity Property Coverage Declarations	p. 2, Changed "Earthquake" to "Earthquake Shock " as Sublimit
Public Entity Property Coverage Declarations	p. 3, Added "Unscheduled Street Lights and Traffic Signals" with a limit of \$500,000 as a Sublimit
Public Entity Property Coverage Declarations	p. 3, Added "Unscheduled Power Transmission Lines" with a limit of \$200,000 as Sublimit
Public Entity Property Coverage Declarations	p. 3, Added "Electronic Data" with a per occurrence of \$10,000 and annual aggregate of \$50,000 as a Sublimit
Public Entity Property Coverage Document	p. 2, In the first Paragraph of the Coverage Territory section, added "per Sub-Limit set forth in the Public Entity Property Coverage Declarations". Paragraph reads: "This Coverage Document covers Real Property within the United States. Personal Property and Automobiles is extended to worldwide coverage per Sub-Limit set forth in the Public Entity Property Coverage Declarations. "

Public Entity Property Coverage Document	p. 3, occurrence definition replaced 'related' with 'concomitant covered' to read: (G) "Occurrence" means a loss, incident or series of losses or incidents not otherwise excluded by this Coverage Document and arising out of a single event, or interrelated events, or originating causes and includes all resultant or concomitant covered losses."
Public Entity Property Coverage Document	p. 4, 'and land values' added to Property Not Covered A) to read: "(A) Land (including land on which Covered Property is located) and land values ;"
Public Entity Property Coverage Document	p. 4, 'bodies of water' added to Property Not Covered C) to read: "(C) Standing timber, bodies of water and growing crops,"
Public Entity Property Coverage Document	p. 4, Added to Property Not Covered "(G) Rolling stock, except light rail vehicles, subway trains, and related track maintenance vehicles for light rail and subway trains;"
Public Entity Property Coverage Document	p. 4, "Railroad Track" added to Property Not Covered as R)
Public Entity Property Coverage Document	p. 5, 'where the only evidence of the loss or damage is' was replaced with 'without proven explanation' in C) to read: "(C) Property that is missing, without proven explanation, a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;"
Public Entity Property Coverage Document	p. 5, Fungus, Mold or Mildew, Bacteria removed from H) 'inherent vice' was added as exclusion to read: "(H) Rust, corrosion, wet or dry rot, , decay, deterioration, hidden or latent defect, inherent vice or any quality in the property that causes it to damage or destroy itself."
Public Entity Property Coverage Document	p. 5, Letter I) added mold exclusion. It reads: "(I) Loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This exclusion applies regardless whether there is: a. any physical loss or damage to covered property; b. any insured peril or cause, whether or not contributing concurrently or in any sequence; c. any loss of use, occupancy, or functionality; or d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters."
Public Entity Property Coverage Document	p. 6, 'or other elements of building structures' added to K(1) to read: "1. pavements, foundations, walls, floors or ceilings, or other elements of building structures ;"

Public Entity Property Coverage Document	p. 6, 'pavement' and 'other' were removed from K(4) to read: "4. Roadways, streets, walkways, paved surfaces, and guardrails."
Public Entity Property Coverage Document	p. 6, 'or derangement' added to M) to read: "(M) Mechanical breakdown or derangement , including rupture or bursting caused by centrifugal or reciprocating force. But if mechanical breakdown or derangement results in elevator collision, we will pay for the loss or damage caused by that elevator collision;"
Public Entity Property Coverage Document	p. 6, 'erroneous' was removed from R) to read: "(R) Faulty, inadequate or defective"
Public Entity Property Coverage Document	p. 7, all of U) regarding Asbestos revised
Public Entity Property Coverage Document	p. 7, Pollution exclusion explanation expanded in U)-- previously was labeled T)-- to read: "Pollution 1. Any loss, cost, expense or damage to property arising out of the actual, alleged or threatened presence, existence, discharge, dispersal, release, seepage, migration, escape, travel, movement, relocation, deposit, decay, deterioration, dissolution, degradation, or absorption, of pollutants, whether sudden, gradual, indoor or outdoor; 2. Any loss, cost, expense or damage arising out of any governmental direction or request that you investigate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic radiation, fiberglass, lead, lead paint, lead pigment, lead in water, lead products or materials containing lead, asbestos, silica, dioxin, polychlorinated biphenyls, or any other hazardous or toxic substance or waste of whatever kind and in whatever form, regardless of whether it is wholly or partially intact, degraded or decayed. Waste material includes materials that are intended to be or have been recycled, reconditioned or reclaimed. "Pollutants" shall also mean fungal pathogens or bacteria, including any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, or any biogenic aerosols, whether indoors or outdoors."
Public Entity Property Coverage Document	p. 7, War or Military Action has been revised to read: Loss caused directly or indirectly, by: "(V) War or Military Action Loss caused directly or indirectly, by: a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack i. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or ii. by military, naval or air forces; or iii. by an agent of any such government, power, authority or forces; b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade."

Public Entity Property Coverage Document	<p>p. 8, Y) Nuclear Reaction exclusion modified to read: "(Y) Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:</p> <p>a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and</p> <p>b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises."</p>
Public Entity Property Coverage Document	<p>(page 12 of 26) Exclusions added to the destruction of contractors and subcontractors property under D) to read: "However, we will not pay:</p> <ol style="list-style-type: none"> 1. Loss, damage or destruction of contractors or sub-contractors property being used on the project. 2. As respects course of construction, the following exclusions shall apply; <ol style="list-style-type: none"> a. The cost of making good, faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design. b. The cost of non-compliance of, or delay in completion of contract c. The cost of non-compliance with contract conditions d. Contractors' equipment, tools or material not part of or destined to become part of the installation"
Public Entity Property Coverage Document	<p>p. 14, Asbestos is addressed in H) under Debris Removal, It reads: "(H) Debris Removal</p> <p>We will pay your expense to remove debris of Covered Property from your premises, that may be damaged or destroyed by a covered cause of loss that occurs during the Coverage Period. This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.</p> <p>This policy specifically excludes asbestos materials clean up or removal, unless asbestos is itself damaged by a peril covered by this policy, then asbestos cleanup or removal within the damaged area, and applicable time element coverages, will be covered by this policy.</p> <p>In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Insured's property must be removed or modified, or;</p> <p>any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;</p> <p>any loss or expense normally provided by demolition, increased cost or building ordinance.</p> <p>The Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this Policy does not insure any such damage first reported to us more than thirty six (36) months after the expiration, or termination, of this policy.</p> <p>The most we will pay under this Extension is twenty-five percent (25%) of: The amount we pay for the direct loss or damage This extension does not apply to costs to:</p> <ol style="list-style-type: none"> 1. Extract pollutants from land or water; or 2. Remove, restore, or replace polluted land or water."

<p>Public Entity Property Coverage Document</p>	<p>p. 15, "Shock" is added after "Earthquake" in the Heading of K) and is revised to read: (K) Earthquake Shock</p> <p>We will pay for loss or damage caused by or resulting from risks of direct physical loss involving Earthquake Shock.</p> <p>With respect to the peril of earthquake shock, any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one loss. We will elect the moment from which each of the aforesaid periods of one hundred sixty eight (168) hours shall be deemed to have commenced but no two such one hundred sixty eight (168) hour periods shall overlap.</p> <p>We shall not be liable for any loss caused by an earthquake shock occurring before the effective date and time of the Coverage Period. We will be liable for any losses occurring for a period of up to one hundred sixty eight (168) hours after the expiration of this Policy provided that the first earthquake shock loss or damage within that one hundred sixty eight (168) hours occurs prior to the date and time of the expiration of the Coverage Period.</p> <p>In the event of there being a difference of opinion between us as to whether or not all earthquake shock losses sustained by you during an elected period of one hundred sixty eight (168) hours arose out of, or were caused by a single earthquake shock, the stated opinion of the National Earthquake Shock Information Service of the United States Department of the Interior or comparable Authority in any other country or locality shall govern as to whether or not a single earthquake shock continued throughout the period at the locations involved.</p> <p>The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.</p>
<p>Public Entity Property Coverage Document</p>	<p>p. 16, Flood has been expanded and revised to read: "O) Flood</p> <p>We will pay for loss or damage caused by or resulting from risks of direct physical loss involving Flood. Each loss by flood shall constitute a single loss hereunder.</p> <ol style="list-style-type: none"> 1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or; 2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance; such flood shall be deemed to be a single occurrence within the meaning of this Coverage Document. <p>Should any time period referred to above extend beyond the expiration date of this Coverage Document and commence prior to expiration, We shall pay all such flood losses occurring during such period as if such period fell entirely within the term of the Coverage Period.</p> <p>We shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of the Coverage Period or commencing after the expiration date and time of the Coverage Period.</p> <p>Flood means a general condition of partial or complete inundation of normally dry land area from:</p> <ol style="list-style-type: none"> 1. overflow of tidal water; or 2. unusual and rapid accumulation or run off of surface waters from any natural source. <p>Flood also means mudslide or mudflow, which is a river or flow of liquid mud, caused by flooding as defined above. The definition of flood does not include ensuing loss or damage by fire, explosion, or sprinkler leakage."</p>

Public Entity Property Coverage Document	p. 18, 'and electronic media' removed from U) Definition 1 to read: "U) 1. "Valuable papers and records" means written, printed or otherwise inscribed documents and records but does not mean money, postage, notes or securities."
Public Entity Property Coverage Document	p. 19, 'You' is replaced by 'We' in the third paragraph of W) to read: "We may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap. We shall not be liable for any loss occurring before the effective date and time of this Coverage Document. We will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this Coverage Document provided that the first windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Coverage Document."
Public Entity Property Coverage Document	p. 19, 'NOOA' is replaced with by 'Weather Service' in the fourth paragraph of W) to read: "In the event of there being a difference of opinion between you and us as to whether or not all windstorm losses sustained by you during an elected period of seventy two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved."
Public Entity Property Coverage Document	p. 19, X) Electronic Data has been revised to read: "X. Electronic Data Notwithstanding any provision to the contrary, this Coverage Document is extended to cover direct or indirect loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from fire, lightning, explosion, aircraft, civil commotion, collapse, hail, riot, smoke, physical vandalism, vehicles and windstorm as set for and subject to the sub limit in the Public Entity Property Coverage Declarations. Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. Coverage under this extension excludes Computer Virus meaning a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs". The basis of valuation under this coverage extension shall be the cost to recover, replace, or duplicate Electronic Data to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any Electronic Data. Such cost of reproduction shall include all reasonable and necessary amounts incurred by you in recreating, gathering and assembling such Electronic Data. If he media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Document does not cover any amount pertaining to the value of such Electronic Data to you or any other party if such Electronic Data cannot be recreated, gathered, assembled. and excludes restoration of the lost Electronic Data."
Public Entity Property Coverage Document	p. 20, Paragraph added about sublimits at the end of A). Paragraph reads: "Coverage provided by this clause is limited to the above sub-limits or the specific coverage sub-limit to which the coverage applies, whichever is less as noted on the Public Entity Property Coverage Declarations and by any other terms and conditions of this Coverage Document."

Public Entity Property Coverage Document	<p>p. 23, Wording changed to address sublimits in I) to read: "(I) Errors or Omissions</p> <p>You will not be penalized because of any unintentional error or omission you may make in listing, describing, or reporting a premise, location, equipment or miscellaneous property to be covered under this Coverage Document. The most we will pay in any one Occurrence for your error or omission is the Errors and Omission in the Reporting of Property or Property Values sub-limit or specific coverage sub-limit to which the coverage applies, whichever is less as listed in the Public Entity Property Coverage Declarations. Coverage under this clause does not apply to Errors and Omission under any sub-limit that requires scheduling of specific property to effect coverage."</p>
Public Entity Property Coverage Document	<p>p. 23, Wording changed to address sublimit in J) to read: "(J) Miscellaneous Unnamed Locations</p> <p>Coverage is extended to include property at any other location (including buildings or structures, owned, occupied or for which you are obligated to maintain coverage) located within the Coverage Territory in this Coverage Document. Coverage provided by this part is limited to the Errors and Omission in the reporting of Property Values sub-limit or the specific coverage sub-limit to which the coverage applies, whichever is less noted on the Public Entity Property Coverage Declarations, and by terms and conditions of this Coverage Document. This extension does not apply to Flood coverage for any location situated in Flood Zones A or V. Coverage under this clause does not apply to any Miscellaneous Unnamed Locations under any sub-limit that requires scheduling of specific property to effect coverage."</p>

Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

October 15, 2014

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

RE: **Contribution Assurance Program (CAP)** for CY 2016 and 2017 for the
Property & Liability Program

Dear Russell:

Primex³ is pleased to offer Town of Exeter the option of participating in the **Contribution Assurance Program (CAP)** for the next two years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Property & Liability contributions for future renewals.**

The following years qualify for the Property & Liability **Contribution Assurance Program (CAP)**:

CY 2016 January 1, 2016 to December 31, 2016

(maximum 9% increase over January 1, 2015 to December 31, 2015 contribution)

CY 2017 January 1, 2017 to December 31, 2017

(maximum 9% increase over January 1, 2016 to December 31, 2016 contribution)

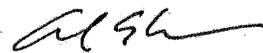
Based on your performance, we are pleased to offer you a **CAP** Agreement that provides you the opportunity to participate in **CAP** until December 31, 2017. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before December 19, 2014** to ensure budgetary peace of mind for the next two renewals.

The percentage listed is a maximum. Actual increases will not exceed that percentage, but could actually be lower, based on each member's and the pool's risk management performance and exposure changes. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. Now, add the best long-term contribution assurance and you have a commitment like no other. **CAP** provides predictable contributions in the Property & Liability Program that you and your taxpayers can count on for budgetary stability.

Please contact your Member Services Consultant or myself with questions at 800-698-2364.

Sincerely,



Carl Weber
Director of Member Services

Enclosures

Property & Liability Program
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **two (2) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed nine percent (9%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a two-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

CY 2016 January 1, 2016 to December 31, 2016

(maximum 9% increase over January 1, 2015 to December 31, 2015 contribution)

CY 2017 January 1, 2017 to December 31, 2017

(maximum 9% increase over January 1, 2016 to December 31, 2016 contribution)

By signing this Agreement, the **Town of Exeter** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for two coverage period years, through **December 31, 2017**. The **Town of Exeter** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Town of Exeter** agrees that the nine percent (9%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Exeter** further acknowledges that by extending its Membership Agreement for two (2) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) of the two (2) year term, as there is no right to cancel or terminate during year one (1) but shall be reinstated for the end of year two (2).

The **Town of Exeter** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the Member by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Exeter** with legal authority to contractually bind the **Town of Exeter** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

**RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)**

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Exeter** adopted on _____.

Board: _____

Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

Bow Brook Place
46 Donovan Street
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(603) 225-2841
(800) 698-2364

www.nhprimex.org

October 15, 2014

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

RE: **Contribution Assurance Program (CAP)** for CY 2016 and 2017 for the Workers' Compensation Program

Dear Russell:

Primex³ is pleased to offer Town of Exeter the option of participating in the **Contribution Assurance Program (CAP)** for the next two years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Workers' Compensation contributions for future renewals.**

The following years qualify for the Workers' Compensation **Contribution Assurance Program (CAP)**:

CY 2016 January 1, 2016 to December 31, 2016

(maximum 10% increase over January 1, 2015 to December 31, 2015 contribution)

CY 2017 January 1, 2017 to December 31, 2017

(maximum 10% increase over January 1, 2016 to December 31, 2016 contribution)

Based on your performance, we are pleased to offer you a **CAP** Agreement that provides you the opportunity to participate in **CAP** until December 31, 2017. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before December 19, 2014** to ensure budgetary peace of mind for the next two renewals.

The percentage listed is a maximum. Actual increases will not exceed that percentage, but could actually be lower, based on each member's and the pool's risk management performance and exposure changes. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. Now, add the best long-term contribution assurance and you have a commitment like no other. **CAP** provides predictable contributions in the Workers' Compensation Program that you and your taxpayers can count on for budgetary stability.

Please contact your Member Services Consultant or myself with questions at 800-698-2364.

Sincerely,



Carl Weber
Director of Member Services

Enclosures

**Workers' Compensation Program
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Workers' Compensation Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **two (2) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed ten percent (10%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a two-year commitment to participation in the Primex³ Workers' Compensation Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

CY 2016 January 1, 2016 to December 31, 2016

(maximum 10% increase over January 1, 2015 to December 31, 2015 contribution)

CY 2017 January 1, 2017 to December 31, 2017

(maximum 10% increase over January 1, 2016 to December 31, 2016 contribution)

By signing this Agreement, the **Town of Exeter** agrees to extend its risk pool membership and participation in the Primex³ **Workers' Compensation Program** for two coverage period years, through **December 31, 2017**. The **Town of Exeter** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Town of Exeter** agrees that the ten percent (10%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Exeter** further acknowledges that by extending its Membership Agreement for two (2) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) of the two (2) year term, as there is no right to cancel or terminate during year one (1) but shall be reinstated for the end of year two (2).

The **Town of Exeter** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Workers' Compensation Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the Member by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Exeter** with legal authority to contractually bind the **Town of Exeter** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Workers' Compensation Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

**RESOLUTION TO ENTER PRIMEX³
Workers' Compensation Contribution Assurance Program (CAP)**

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Workers' Compensation Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Workers' Compensation Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Exeter** adopted on _____.

Board: _____

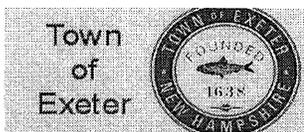
Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____



Russ Dean <rdean@exeternh.gov>

Budget Committee

Sheri Riffle <sriffle@exeternh.gov>

Fri, Oct 17, 2014 at 11:34 AM

To: Andie Kohler <akohler@exeternh.gov>, Andrew Swanson <aswanson@exeternh.gov>, Brian Comeau <bcomeau@exeternh.gov>, Chief Richard Kane <rkane@exeternh.gov>, Darren Winham <dwinham@exeternh.gov>, Donna Cisewski <dcisewski@exeternh.gov>, Doreen Ravell <dravell@exeternh.gov>, Douglas Eastman <deastman@exeternh.gov>, Hope Godino <dewey@exeterpl.org>, Jennifer Perry <jperry@exeternh.gov>, Mike Favreau <mfavreau@exeternh.gov>, Russell Dean <rdean@exeternh.gov>, Sue Benoit <suebenoit@exeternh.gov>, Sylvia von Aulock <svonaulock@exeternh.gov>, Janet Whitten <jwhitten@exeternh.gov>

Here is the upcoming schedule for the Budget Committee:

- October 21 - W/S and PW Subcommittee meeting
- October 22 - All day session for Assessing, Library, Planning, Building, Town Clerk, Human Services, IT, Tax, HR, Economic Development, Town Manager, BOS and Finance
- November 5 - Police and Fire
- November 12 - Recreation and Social Service Agencies
- November 13 - W/s and PW

All agenda notices are posted online.

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Sheri Riffle

Executive Assistant to the Town Manager

Town of Exeter

10 Front Street
Exeter, NH 03833
603-773-6102