

**Exeter Board of Selectmen Meeting  
Monday, February 22<sup>nd</sup>, 2016, 6:30 p.m.  
Nowak Room, Town Office Building  
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Tax, Water/Sewer Abatements & Exemptions
3. Public Comment
4. Minutes & Proclamations
  - a. Proclamations/Recognitions
  - b. Regular Meetings: January 25<sup>th</sup>, 2016
5. Appointments
6. Discussion/Action Items
  - a. New Business
    - i. Quarterly Financial Report
    - ii. Amtrak Sign Location Approval
    - iii. HHW 2016 Grant Acceptance
    - iv. Public Works Mutual Aid Agreement
    - v. Town Hall Use Fees
    - vi. All Boards Meeting Recap
  - b. Old Business-
    - i. 2016 Health Insurance Agreements
7. Regular Business
  - a. Tax, Water/Sewer Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Selectmen's Committee Reports
  - e. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Julie Gilman, Chairwoman  
Exeter Selectboard

Posted: 2/19/16 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

**MEMORANDUM**

**TO:** Russell Dean  
Town Manager  
Town of Exeter

**FROM:** Scott P. Marsh, CNHA  
Municipal Resources, Inc.  
Contract Assessor's Agents

**DATE:** June 24, 2015

**RE:** Abatement Application  
Riverwoods Co. at Exeter

**PROPERTY TAX MAP 98 LOT 37**  
**ADDRESS: 5 Timber Lane**

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The above referenced property owner timely filed an abatement application of the 2014 tax year. A separate recommendation regarding that application is being provided.

In addition they have requested that due to the land line current use pricing, which was recently found and has been corrected, that they would like abatements granted for the prior years of 2009 thru 2013. The legislature has clarified the statutes and now does state that a governing body may abate a prior year tax.

The applicant's did not file for abatement in any of those prior years nor have they provided any evidence of market value regarding the three properties in Town they own. As such it is my opinion that prior year abatements would not be appropriate.

However, if the Board were so inclined and decided to grant prior year abatements, then using the current year assessment reduction, the amounts would be as follows:

Tax Year 2009: decrease in assessment of \$302,984 equates to a \$6,853.50 abatement  
Tax Year 2010: decrease in assessment of \$302,984 equates to a \$7,456.44 abatement  
Tax Year 2011: decrease in assessment of \$302,984 equates to a \$7,659.44 abatement  
Tax Year 2012: decrease in assessment of \$302,984 equates to a \$7,853.35 abatement  
Tax Year 2013: decrease in assessment of \$302,984 equates to a \$7,886.67 abatement

If there are any questions or a meeting is desired to discuss this or any issues, please let me know.

Draft Minutes

**Exeter Board of Selectmen**

January 25, 2016

**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 Don Clement, Selectman Dan Chartrand, Selectwoman Nancy Belanger, and Selectwoman Anne Surman. Town Manager Russell Dean was also present.

**2. Bid Openings/Awards**

There were no Bid Openings or Awards.

**3. Public Comment**

There was no Public Comment.

**4. Minutes and Proclamations**

**a. Proclamations/Recognitions.**

There were no proclamations/recognitions.

**b. Regular Meetings: January 11, 2016**

Vice Chair Clement had an amendment to page 3, changing "Belanger" to "Surman" in a Motion. He had another amendment to that page changing "1609" to "1699".

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to approve the minutes of the January 11, 2016 BOS meeting, as amended by Vice Chair Clement, and as submitted by Nicole Piper. Motion carried – all in favor.

**c. Budget/Bond Hearings: January 19, 2016**

Vice Chair Clement had an amendment to page 5, striking the word "not" out of the second paragraph.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to approve the minutes of the January 19, 2016 BOS Budget/Bond Hearings, as amended by Vice Chair Clement, and as submitted by Nicole Piper. Motion carried – all in favor.

#### **d. Special Meeting: January 21, 2016**

Vice Chair Clement had an amendment to page 2, adding the vote on a Motion to read "3-2 vote".

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to accept the minutes of the January 21, 2016 Special Meeting, as amended by Vice Chair Clement, and submitted by Russell Dean. Motion carried – all in favor.

#### **5. Appointments**

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to appoint Andrew Koff to the Conservation Commission as an alternate, with a term to expire April 30, 2017. Motion carried – all in favor.

#### **6. Discussion/Action Items**

##### **a. New Business**

##### **i) Town Moderator Update: 2016 Elections**

Paul Scafidi, Town Moderator, said they will be meeting for elections five times this year, so there is a lot going on. He showed a list of rules he will be following during the Deliberative Session, which is this Saturday, January 30. He let the voters know the protocol.

Andie Kohler, Town Clerk, said the filing period is now underway, and will end on January 29. She gave a list of multiple positions that will be ending this year, i.e. two BOS seats, a Swasey Parkway Trustee, and three Library Trustees. She reminded everyone that the Deliberative Session is this Saturday, January 30 at 9am at the High School. She said you will not be able to change parties at the Deliberative and there is still time to do an absentee vote. She urged voters to know what ballot they want. She said Tuesday, February 9 is Election Day from 7am-8pm at the Tuck Gym. Voters will need a photo ID. If you don't have an ID, you will need to fill out a CVA and get a picture taken. Chairwoman Gilman asked if a student ID will work. Ms. Kohler said it would. Mr. Scafidi said the student ID needs to be from NH only. Chairwoman Gilman asked who will be taking the photos. Mr. Scafidi said hopefully a BOS member will. Vice Chair Clement asked if an elected official can vouch for someone they know if they forgot their ID. Ms. Kohler said yes.

Mr. Scafidi said there will be a new traffic pattern at SST this year. He said they will be making it simpler to get in and out. There will be only one way in and one way out. There will be police there directing traffic. There will be spaces for handicapped. He showed a map of the area and explained the traffic pattern. He then showed a map of how the booths will be set up

in the Tuck Gym. There is an RSA that says voters must leave voting area after their vote is made. They will be opening the absentee ballots around 11am. Chairwoman Gilman asked what voters who are out of town on Election Day can do. Ms. Kohler said the voters have until the day before Election Day, at 5pm, to come in and fill out an absentee ballot.

## **ii) Downtown Sidewalks Project Update**

Chairwoman Gilman said Jennifer Perry was present to give a recommendation for a contractor and a schedule.

Ms. Perry said they have been in conversations with Bell & Flynn to try to develop a cost for the project. They have given her a cost proposal. She said she is still working with them on the actual limits of the project, so she did not have a number to give the Board tonight. She wanted to make sure the Board was comfortable with Bell & Flynn as contractors. She put a memo in the packet which gives her reasons for recommending Bell & Flynn. She said B&F will be able to stick to the schedule which will start in the spring. They will be starting as early as possible, which will hopefully be the beginning of April. She said they are not allowing many days for bad weather. B&F is a local contractor, so they know the area well. She said DPW will be making special requests, and B&F will respect that. The DPW will make sure the cost is below the Warrant Article amount. Ms. Perry said B&F is the kind of contractor she knows she can work with.

Vice Chair Clement asked what the issued bond number is. Mr. Dean said it is \$580,000. Vice Chair Clement asked if they will know in the next couple of weeks what the full cost will be. Ms. Perry said yes, they will. Vice Chair Clement commented that it is nice that B&F are local. He said he has great confidence B&F can make needed adjustments for the good.

Selectwoman Surman asked if B&F is on notice of the brick sidewalks citizen's petition on this year's Warrant. Ms. Perry said she has not noticed them that that is pending. However, she said it would not delay the start of the project. She also thinks the project would still get done by June if they had to go with brick.

Selectman Chartrand thanked DPW for their work, and said he likes the compressed time period for this project.

Chairwoman Gilman asked about traffic disruptions. She asked Ms. Perry to come back and tell the Board what the traffic pattern will look like. Ms. Perry said they have already been looking at that extensively. She said she would come back with plans, and added that public participation is a huge part of this.

**Motion:** A Motion was made by Vice Chair Clement and seconded by Selectman Chartrand that the town, by extension the DPW, work with Bell & Flynn to develop a full cost proposal for the downtown sidewalk project which includes sidewalks, curbing, drainage, tree wells, and other accessories. Motion carried –all in favor.

### **iii) Citizen's Petitions Articles**

Chairwoman Gilman said she would next run through the topics of the Citizen's Petitions. The first is from Robert Eastman and is about drone usage. She read this Petition and asked the Board for any comments. No one had any comments about this Petition.

The second Citizen's Petition is from Dan Chartrand and deals with the establishing a Charter Commission in Exeter. She read the Petition and asked for any comments. Jim Leslie, Exeter resident, said that he was previously elected to the Amesbury City Council, and he is happy this Petition is in the Warrant. However, he was concerned with how the Petition was worded, and read his recommended change to the wording. Selectman Chartrand said he took language from the NH RSA and that is why it is worded as it is. He said his drive with the Petition was to establish a Charter Commission. Mr. Leslie said he is excited about how this is going to go forward. Selectman Chartrand said he wants to see Exeter adopt a Charter. Selectwoman Surman asked about an information packet for voters, so they fully understand what they are voting for. Chairwoman Gilman said they voter's information packet will be available at the Deliberative Session.

Chairwoman Gilman went on to read the next Citizen's Petition which is titled NH Resolution Big Money out of Politics. She asked for any comments, of which there were none.

The next Citizen's Petition Chairwoman Gilman read was on Elderly Exemptions. Selectman Chartrand said there is a generous Elderly Exemption in the area, therefore he was against this.

Chairwoman Gilman next read the Citizen's Petition on the downtown sidewalks submitted by Joan Sullivan. Selectman Chartrand said the Board took this up during the Public Hearing for the budget and that the vote was 2-0-2.

The next Citizen's Petition was on travel lanes. Chairwoman Gilman read it. John Maull, who brought this Petition forward, said he brought it because he is interested in the safety of bicyclists and pedestrians. He gave a description/history of the travel lanes in the area. He said the way the lines are now encourages speeders because they are so wide and doesn't allow enough room for bikers or joggers. He said the town did it right on 111A going out to Brentwood, as there is three feet of travel lane out there. Chairwoman Gilman said the town does have a project to widen shoulders on Kingston Road going from Westside Drive to

Pickpocket. Mr. Maull said this project would be revenue neutral, as the lines need to be replaced almost every year anyways. Chairwoman Gilman said there is legislation to adopt Complete Streets. Mr. Maull said this Citizen's Petition could be a start.

**iv) St. Vincent DePaul Proposal: Welfare Administration**

Chairwoman Gilman said they would next discuss the proposal from St. Vincent DePaul regarding Welfare Administration. She said SVDP has proposed to take over service, as the town's Welfare Administrator retired last year.

Vice Chair Clement recused himself from the discussion, as his wife is the Vice President of the Board of Directors.

SVDP is asking for \$49,000/year to take care of the Welfare Administration for the town.

Cleo Castonguay, President of the Board of Directors for SVDP, spoke about this proposal. He said SVDP has hundreds of people in dire straits. He talked about things happening in a person's life that leaves them homeless and needing a little help. SVDP is open three days a week after 8pm. Mr. Castonguay said they have 192 agreements with agencies. He said SVDP has someone to help with Medicare/Medicaid, an oral hygienist, a doctor, a nurse, a social worker, etc. He assured the SVDP would be able to provide the citizens what they need. He said this proposal is so SVDP can help people get back on their feet. He told the Board a couple of stories of their work at SVDP.

Selectwoman Surman asked if SVDP worked closely with the town's prior Welfare Administrator. Mr. Castonguay said they talked on a daily basis and she was in their office 3-4 times a week. He said they worked together.

Chairwoman Gilman asked what the difference is between referring people to SVDP and just having SVDP as the Administrator. Mr. Castonguay said they just put on an addition at SVDP, which added four new offices. They are mostly all volunteers, and they need some professionals in there on a daily basis. SVDP costs \$4,867/week to operate. Last year they spent \$70,000 on direct assistance. He said they will fulfill the guidelines from the town and that they need someone there every day doing case management.

Selectman Chartrand said the town has relationships with other vendors, and asked what will happen to them. Mr. Castonguay said this new person would go in and collaborate so SVDP has all of the other agencies guidelines as well. He said everyone would work together.

Selectman Chartrand suggested the BOS have a work session with all the working organizations.

Vice Chair Clement spoke as a citizen, and said as a town, they are required to provide help to those in need. He said Mr. Castonguay's proposal is saying SVDP would become the town's Welfare Director under the town and state guidelines. SVDP would be a Welfare Director with a contract.

Selectwoman Surman said it is important to know this is a one-year term.

Chairwoman Gilman asked if the next action would be to have a work session.

Selectwoman Belanger said she would like to get a cost analysis of Sue Benoit's salary.

Chairwoman Gilman said they will have a work session and she would send out some dates for it.

**b. Old Business**

There was no Old Business.

**7. Regular Business**

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

**Motion:** A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve abatement for map 85, lot 91 in the amount of \$2,811.95. Motion carried – all in favor.

**Motion:** A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve a Veteran's Credit for map 70, lot 137 in the amount of \$500. Motion carried – all in favor.

**Motion:** A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve a Veteran's Credit for map 73, lot 148 in the amount of \$500. Motion carried – all in favor.

The following two abatements and Intent to Cut came in and are recommended by the Town Manager for approval.

**Motion:** A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve abatement for map 14, lot 76 in the amount of \$44.13, and waive the \$19.78 in accrued interest and costs. Motion carried- all in favor.

**Motion:** A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve abatement for map 14, lot 77 in the amount of \$56.06 and waive the \$8.57 in accrued interest and costs. Motion carried- all in favor.

**Motion:** A Motion was made by Selectwoman Belanger and seconded by Vice Chair Clement to approve an Intent to Cut for map 49, lot 8 in the Henderson Swasey Town Forest. Motion carried – all in favor.

**b. Permits & Approvals**

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to approve the application for use of the Town Hall by Beth Dupell for the Ring in the Seasons 2016 on 12/2/16 – 12/4/16. Motion carried – all in favor.

**c. Town Manager's Report**

Mr. Dean spoke about the following for his Town Manager's Report:

- The Deliberative Session will be Saturday, January 30 at 9am at the High School
- The Attorney General's office has received the Water Purchase Agreement between Exeter and Stratham
- The town filed their annual report with EPA on the CSO Order and got good feedback
- Interim Chief Bill Shupe held a meet and greet at Logan's
- There is an "Economic Forecast" at the Exeter Inn on Wednesday at 8am
- There was another issue with the discharge of firearms at Rayne's Farm and the police were called. Mr. Dean reminded everyone that there are no firearms allowed at Rayne's Farm. He is thinking of putting together signage out there to that effect
- Last week he held an office meeting with tax exempt property owners and had a handful that came.

**d. Selectmen's Committee Reports**

Selectman Chartrand reported all BOS work.

Vice Chair Clement reported Healthy Lawns Clean Water met last week. Planning Board will meet this Thursday.

Selectwoman Belanger had no report.

Selectwoman Surman had no report.

Chairwoman Gilman reported HDC met and approved a sign for Travel & Nature.

#### **e. Correspondence**

The following correspondence were included in the packet:

- A letter from NHDES regarding Exeter Elms Campground Water System
- A letter from the NH Republican State Committee regarding a 91-A request. Mr. Dean said he did respond to this letter.
- NH Municipal Bulletin

#### **8. Review Board Calendar**

The BOS will next meet on Saturday, January 30 for the Deliberative Session.

#### **9. Non-Public Session**

A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to move into a non-public session under 91-A:3 II a & b at 9:06pm. Motion carried –all in favor.

The Board emerged from non public session. Selectman Chartrand moved to seal the minutes. Selectman Clement seconded. Motion carried. Selectman Clement motioned to adjourn. Selectwoman Belanger seconded. The Board stood adjourned at 9:50 p.m.

Respectfully submitted,

Nicole Piper, Recording Secretary



**TOWN OF EXETER**  
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[www.exeternh.gov](http://www.exeternh.gov)

**TO:** BOARD OF SELECTMEN AND RUSS DEAN, TOWN MANAGER  
**FROM:** DOREEN RAVELL, FINANCE DIRECTOR  
**SUBJECT:** BUDGET VS ACTUAL RESULTS (UNAUDITED) AS OF 12/31/15  
**DATE:** FEBRUARY 22, 2016

## **General Fund Budget vs. Actual Revenues and Expenses 2015 vs. 2014**

### **General Fund Revenues**

As of December 31, 2015, actual General Fund (“GF”) revenues are \$ 17.98M which includes a \$ 550K appropriation for warrant articles. Year-over-year, general fund revenues are relatively flat; increasing by \$ 173K or 1% over last December 2014. While there were some unanticipated increases in Motor Vehicle Revenue and Building Permit Revenue during 2015, those increases are offset by larger decreases in GF Revenue. The following highlights the general fund revenue activity: 2015 vs. 2014:

#### **Revenue Increases:**

- Motor vehicle revenues have increased by \$ 103K or 4% over the prior year.
- Building Permits and Fees collected have increased \$ 169K or 68% over the prior year due to many commercial and residential building projects around Town including. Some of the new developments/improvements are listed below:
  - Center for Orthopedics and Movement (Exeter Hospital Campus)
  - Altid Enterprises
  - Windsor Crossing
  - Mills Apartment Buildings
  - Sterling Hill Development
  - Phillips Exeter Academy
  - Charron Circle Commons
- State Highway Block Grant is \$20K or 8% increased over the prior year.
- Revenue Transfers-In have increased by \$ 127.5K or 61% over the prior year due to a higher amount of Sick Leave Reimbursements \$ 53K vs. \$ 44K, Snow and Ice Non-CRF Transfers in of \$ 50K vs. \$ 10.7K, Library Revenue Transfer in of \$10K and one time planning fund transfers out in the prior year of \$ 45K offset by a \$ (52.6)K decrease in revenue transfers in from the EMS Revolving Fund and an \$ (8)K decrease from the Rec Evolving Fund for the years 2015 and 2014; respectively.

### **Revenue Decreases**

- Meals & Rooms Tax Revenues have decreased \$(5)K or (1)% over the prior year.
- Sale of Deeded Property was almost 100% less than the prior year. Revenue from deeded property is \$ 350 in 2015 compared to \$ 112.7K in 2014. This revenue category that is relatively impossible to project due to many mitigating factors.
- Income from Departments is slightly down by \$(3.6)K or (.4)% from the prior year due to decreases in the majority of departmental revenue category. Some of the larger variances include decreases of \$ (9.8)K insurance reimbursements, \$(2K) Board of Adjustment Rev, \$(2.8)K Zoning Postage Revenue, \$ (19)K in overall Police Department Revenues, Offsets to the decreases are increases of \$ 12K in Fire General Revenues, \$ 9K in Refuse Revenues, \$ 6K Planning General Revenue, \$ 3 Special Election Revenue

### **General Fund Expenditures**

The overall General Fund expenditures have decreased by \$ 48K or .4% over the prior period December 31, 2014. Current year GF expenditures are \$ 12.7M or 72% spent against budget compared to \$12.5M or 72% spent as of 2014. Items of note as of December 31, 2015 are:

- General Government expenditures are favorable by \$ 21K or 3% over the prior year. The savings are mostly attributable to Town Clerk, Elections, Human Resources and Legal Expense decreasing over the prior year.
- Finance Expenses (Finance, Tax, Assessing and IT grouping) have increased over the prior year by \$ 16.7K or 2%. Although expenses increased in all departments over the prior year, the actual expenses are \$13.7K less than the overall budget in 2015.
- Planning and Building Inspection Departments are under budget by \$56.5K or 11.6% which is attributable to the vacancy of the Planning Director for six months and the delay in obtaining the People GIS final contract until the end of the year for which funds of \$ 15K were encumbered in the Planning Dept.
- Economic Development has increased by \$ 80.7K or 175% over the prior year. Most of the expenditure increase is related to 2015 being the first full year of employment for the Economic Development Director.
- The Police Department finished the year with \$ 205.6K or 5.6% under-budget. The favorable variance in expenses is mostly attributed to unspent wages, taxes and benefits due to turnover of two police officers during 2015.

- The Fire Department has a favorable variance of \$ 127K or 3.5% in 2015. Similar to the Police Department, the variance is mainly attributable to unspent wages, taxes and benefits due to the retirements of an Assistant Chief and a Fire Crew Chief/Paramedic in 2015.
- The general fund Public Works budget is overspent by \$ (34.7)K or –(1)%. Most of the expense is due to the Snow/Ice Budget which is explained in the bullet point below. The Street Lights account is also overspent by \$ (26.5) K or (20.5)% adding to the deficit in this department.
- The Snow and Ice budget is overspent by \$ (208) K or (78.8) % due to the January 2015 blizzard and other large storms in 2015. A FEMA reimbursement of \$ 53K was received to offset to the cost of heavy winter storms as well as a BOS directed withdrawal of \$ 50K from the Snow and Ice Deficit Non-CRF creating a total offset of \$ 103K for the snow and ice budget.
- The Maintenance Department budget and building sub-budgets are under-spent by \$15K or 1.4% in 2015. Maintenance Projects has an unspent balance of \$ 15.6K, Garage/Mechanic expenses are unspent by \$22K and various other general expenses were unspent by \$ 6.4K. These favorable balances are offset by \$(29)K in electricity expenses which were under-budgeted.
- Natural Gas expenditures in the General Fund are down approximately \$ 22K or 24% from the prior year 2014. These expenditures are \$ 71.5K in 2015 versus \$ 92K in the prior period.
- Electricity costs have increased by \$28K or 11.5% over the prior year. Electricity costs expended at \$ 271K in 2015 versus \$ 243K in the prior year.
- Fuel costs have decreased by \$ 31K over the prior year due to lower fuel contract rates. The 2015 fuel budget is expended by \$ 122K versus the prior period expended by \$ 153K.
- Debt Service is fully expended for the year at \$ 944K which has increased by \$ 223K from the prior year due to the commencement of payments of principal and interest on the Great Dam Removal bonds in 2015. There will be a decrease in debt service obligations in 2016 due to the payoff of the Conservation Bond in 2015.

**General Fund Net Income/(Deficit)**

- General Fund Net Income as of December 31, 2015 is \$ 609K which has decreased by \$ 39K or 6% from the prior year. All of the mitigating factors affecting net income are described above in the revenue and expense sections.

## **Water Fund Budget vs. Actual Revenue and Expenditures**

### **Water Fund Revenues**

- As of December 31, 2015, Water Fund (“WF”) revenues are basically flat year over year. The increase of \$ 46.8K or 2%, in 2015 is mostly attributable to a \$14K Asset Management Grant which will be completely offset by grant expenditures.
- Water consumption charges are up slightly by \$ 16.5K and Water Service Charges are down by \$ 1.3K and Water Impact Fees are up by \$ 20.6K over the prior year.
- Miscellaneous water revenues such as backflow and shut off fees and interest are down by \$ 3K over the prior year.

### **Water Fund Expenses**

- Water Fund expenses have increased by \$ 430K or 17% versus the prior year. In general, increases are due to higher wages, taxes, benefits, legal, debt service, utilities costs.
- Water Administration expenses have increased by \$22K or 6% over the prior year. Increases are mostly due to health and property insurance increases and increased legal expenses due to EPA mandates.
- Water Billing & Collection expenses have increased \$ 17.8K or 15% over the prior year. Increases are directly related to increases in wages, benefits, taxes and workers comp insurance and postage.
- Water Distribution expenses have increased by \$124K or 23% due to increases in overtime wages of \$ 8K, contracted maintenance of \$ 108K and System Maintenance increasing by \$8K over the prior year.
- Water Treatment expenses have increased by \$ 86.5K or 13% over the prior year. Increases are mainly due to chemicals, natural gas and electricity costs.
- Water Debt Service expenses have increased by \$ 289K or 54% due to the commencement of bond principal and interest payments for waterline projects on Lincoln & Main Streets and the Water Meter Project.

### **Water Fund Net Income/ (Deficit)**

- Water Fund Net (Deficit) as of December 31, 2015 is \$ (428) K which has decreased by \$(383) K from the prior year. All of the factors affecting net income are described above in the revenue and expense sections.

**Sewer Fund Budget vs. Actual Revenues and Expenditures**

**Sewer Fund Revenues**

- As of December 31, 2015, Sewer Fund (“SF”) revenues remain relatively flat at \$ \$2.5M. Compared to prior year, SF revenues have experienced a decrease of \$ (36) K or (5)%.
- Although sewer usage charges and sewer service charges have increased by \$ 39.8K and \$ 2.4K respectively over last year, total sewer revenues are offset by decreased revenue of \$(15)K from the Meadowood Sewer Project fees that ended in 2014 and \$ (22)K less year- to- date from the Jady Hill Project fees. The prior year sale of \$ 81,500 for the vactor truck, also contributed to the decline in revenues current year versus prior year.

**Sewer Fund Expenses**

- Sewer Fund expenses have decreased by \$ (27) K or (7)% over the prior year.
- Sewer Administration expenses have slightly decreased by \$(5.6) K or (2)%. The decrease is related to lower consulting and advertising costs and health insurance buyouts for the current year.
- Sewer Billing & Collection expenses have increased by \$ 22.9K or 22% over the prior year. Increases are directly related to increases in wages, benefits, taxes and workers compensation insurance and postage.
- Sewer Collection expenses have increased by \$106K or 20% which is mostly attributable to manhole maintenance, pump and control maintenance, equipment maintenance and road repairs.
- Sewer Treatment expenses have increased by \$37.6K or 9% and is mostly due to increases in outfall dredging, equipment maintenance, lab testing and electricity.
- Sewer Fund Debt Service has decreased by \$ (378.8)K or (37)% due to the prior year early extinguishment of bonds/notes for Outfall and Langdon Ave Pump. Decreases in debt are offset by increases in expenses from other departments described above.
- Capital Outlay has increased by \$ 30K or 16% and is directly attributable to increased capital lease costs and I/I Abatement costs.

**Sewer Fund Net Income/ (Deficit)**

- Sewer Fund Net (Deficit) as of December 31, 2015 is \$ (164.6) K which has increased by \$150K from the prior year. All of the contributing factors affecting net income are described above in the revenue and expense sections.

## **Revolving Funds - Budget vs. Actual Revenues and Expenses**

### **EMS Revolving Fund**

EMS Revolving Revenue is relatively flat year over year with a small increase of \$1.2K or .3% over the prior year. Wages, taxes and benefits have decreased by \$ (33)K or (17)% due to less overtime, taxes and benefits. General Expenses have increased \$ 12.3K or 9% and are attributable to a one time capital outlay expense of \$ 12K for office renovations at the Fire Department to accommodate required HIPPA privacy for the Office Manager. Net income is \$ 119.5K in 2015 which is an increase of \$ 22K or 23% over the prior year. Increased net income is mainly due to lower wages, taxes and benefits as described above.

### **Cable Television Revolving Fund (“CATV”)**

CATV revenues have increased by \$7K or 5% over the prior year and expenses are down slightly over the prior year by \$(.5K). Current year net income is up 16% at \$48K versus \$41K for the prior year.

### **Recreation Revolving Fund (“RR”)**

Recreation Revolving Fund Revenues have increased by \$ 20K or 4% over the prior year. Most of the increase is due to Special Event revenue that increased by \$ 21K over the prior year. Concessions stand and pool program revenues fell by (4)K and the rest of the Recreation Program Revenue is down by \$(4.9)K over the prior year. Expenses have increased by \$46.6K or 10% over the prior year. Expense increases are mostly due \$ 60K of concrete work of for pool and tennis court resurfacing which are offset by a \$ (14) K decrease in other expenditures. Net deficit for the fund as of December 31, 2015 is \$ (11.2) K which represents a decrease of \$ (25.7) K over the prior year. In recent years, pool related expenditures have been shifted from the General Fund Parks & Recreation budget to the Recreation Revolving fund which has negatively impacted net income.

Town of Exeter  
 General Fund Revenues & Expenses (unaudited)  
 As of December 31, 2015 and December 31, 2014

DRAFT

General Fund Revenues

Description	Current Year				Prior Year				Comparison		Notes
	2015 Budgeted Revenue	Actual Revenue 12/31/15	BVA Favorable/ (Unfavorable) Variance	BVA Favorable/ (Unfavorable) % Variance	2014 Budgeted Revenue	Actual Revenue 12/31/14	BVA Favorable/ (Unfavorable) Variance	BVA Favorable/ (Unfavorable) % Variance	Actual Revenue 2015 vs 2014 Favorable/ (Unfavorable) Variance	2015 vs 2014 % Variance	
Property Tax Revenue	\$ 11,415,956	\$ 11,903,204	\$ 487,248	4%	\$ 12,698,970	\$ 12,359,263	\$ (339,707)	-3%	\$ (456,059)	-4%	Includes property tax less overlay, plus jeopardy, yield, current use and PILOT taxes, penalties and interest.
Motor Vehicle Permit Fees	2,200,000	2,494,739	294,739	13%	2,000,000	2,391,550	391,550	20%	103,189	4%	Motor vehicle registration and fees
Building Permits & Fees	355,000	418,095	63,095	18%	150,000	248,988	98,988	66%	169,107	68%	Fees charged by Building & Code Enforcement
Other Permits and Fees	150,000	209,841	59,841	40%	125,000	206,540	81,540	65%	3,301	2%	Includes GF portion of Cable TV & Vital Statistics Fees
Meals & Rooms Tax Revenue	691,760	691,760	-	0%	639,405	696,839	57,434	9%	(5,079)	-1%	Meals & Rooms Revenue received from the State in December each year
State Highway Block Grant	268,800	271,120	2,320	1%	246,661	250,700	4,039	2%	20,420	8%	Federal Highway Grant Received quarterly
Other State Grants/Reimbursements	857,238	31,803	(825,435)	-96%	25,000	29,314	4,314	17%	2,489	8%	Railroad, RERP and Other Miscellaneous State Grants
Income from Departments	950,000	797,183	(152,817)	-16%	1,000,000	800,754	(199,246)	-20%	(3,571)	-0.4%	General Revenues collected by Town Departments
Sale of Town Property	350	350	-	100%	133,010	112,703	(20,307)	-15%	(112,353)	-100%	Includes sale of deeded property on Exeter Road
Interest Income	1,000	1,144	144	14%	2,000	1,099	(901)	-45%	45	4%	Interest income earned on sweep accounts
Other Miscellaneous Revenues	22,000	21,730	(270)	-1%	25,000	21,895	(3,105)	-12%	(165)	-1%	Town Rental Property, Donated Property and Town Hall rental income
Healthtrust Refund		201,923	201,923	100%		208,891	208,891	100%	(6,968)	-3%	Refunds of health and dental premiums paid by Town (used to lower tax rate)
Revenue Transfers In/Out	313,302	336,360	23,058	7%	30,000	208,841	178,841	596%	127,519	61%	Transfers in from Trustee of Trust Funds for Sick Trust, Snow and Ice Non-CRF and Other Transfers
<b>Total General Fund Revenues</b>	<b>\$ 17,225,406</b>	<b>\$ 17,433,077</b>	<b>\$ 207,671</b>	<b>1%</b>	<b>\$ 17,075,046</b>	<b>\$ 17,537,377</b>	<b>\$ 462,331</b>	<b>3%</b>	<b>\$ (104,300)</b>	<b>-1%</b>	
Appropriations for Warrant Articles	550,239	550,239	-	0%	272,909	272,909	-	100%	277,330	102%	2015 Includes Human Services, Police Union Contract, but not Capital Projects
<b>Gross Revenues</b>	<b>\$ 17,775,645</b>	<b>\$ 17,983,316</b>	<b>\$ 207,671</b>	<b>1%</b>	<b>\$ 17,347,955</b>	<b>\$ 17,810,286</b>	<b>\$ (462,331)</b>	<b>-3%</b>	<b>\$ 173,030</b>	<b>1%</b>	

Town of Exeter  
 General Fund Revenues & Expenses (unaudited)  
 As of December 31, 2015 and December 31, 2014

DRAFT

General Fund Expenditures	Current Year				Prior Year				Comparison		Notes
	2014 Budgeted Expenses	Actual Expenses 12/31/15	BVA Favorable/ (Unfavorable) Variance	BVA Favorable/ (Unfavorable) Variance	2014 Budgeted Expenses	Actual Expenses 12/31/14	2014 BVA Favorable/ (Unfavorable) Variance	BVA Favorable/ (Unfavorable) Variance	Actual Expenses 2015 vs 2014 Favorable/ (Unfavorable) Variance	2015 vs 2014 % Variance	
<b>Total General Government</b>	\$ 762,374	\$ 739,692	\$ 22,682	3.0%	\$ 781,039	\$ 760,750	20,289	2.6%	\$ 21,058	3%	BOS, TM,HR, IT, TC, Elections, TTF, Transportation and Legal Expenses
<b>Total Finance</b>	757,554	744,284	13,270	1.8%	745,354	727,562	17,792	2%	(16,722)	-2%	Finance, Treasurer, Tax Collection & Assessing
<b>Total Planning &amp; Building</b>	487,931	431,418	56,513	11.6%	484,927	514,620	(29,693)	106%	83,202	16%	Planning, Building, Conservation and other Commissions
<b>Total Economic Development</b>	125,862	126,797	(935)	-0.7%	69,149	46,077	23,072	67%	(80,720)	-175%	Economic Development Director and General Expenses
<b>Total Police</b>	3,647,488	3,441,914	205,572	5.6%	3,646,020	3,567,915	78,105	98%	126,001	4%	Police Admin, Staff, Patrol, Communications Salaries,Benefits and General Expenses
<b>Total Fire</b>	3,659,673	3,532,467	127,206	3.5%	3,696,775	3,590,383	106,392	97.12%	57,916	2%	Includes wages, taxes, benefits and general expenses of the Fire Administration, Suppression, Health and Emergency Management Departments. Ambulance OT,benefits, taxes and expenses are included in the Ambulance Revolving Fund.
<b>Total Public Works</b>	3,561,558	3,596,332	(34,774)	-1.0%	3,554,798	3,594,683	(39,885)	101%	(1,649)	0%	Includes wages, benefits and general expenses of Public Works: Administration,Highway, Solid Waste, Street Lights and Snow Removal Departments.
<b>Total Maintenance</b>	1,062,223	1,047,162	15,061	1.4%	942,666	972,400	(29,734)	103%	(74,762)	-8%	Includes wages, benefits, taxes, maintenance projects and related expenses of Maintenance Dept and Mechanic's Garage.
<b>Total Welfare</b>	86,436	63,933	22,503	26.0%	86,855	75,062	11,793	86%	11,129	15%	Wages and Benefits of Welfare Director and Direct Relief Expenses
<b>Total Parks &amp; Recreation</b>	458,806	454,926	3,880	0.8%	448,673	447,404	1,269	100%	(7,522)	-2%	Includes P&R wages, benefits and general expenses except for seasonal staff which is accounted for in rec revolving fund.
<b>Total Other Culture/Recreation</b>	45,300	42,635	2,665	5.9%	36,300	35,891	409	99%	(6,744)	-19%	Patriotic Purposes, Holiday Parade, Brass Band
<b>Total Library</b>	898,407	898,407	-	0.0%	910,837	910,837	-	100%	12,430	1%	Library Wages & Benefits and Expense Budget Allocation
<b>Total Debt Service &amp; Capital</b>	1,276,654	1,274,419	2,235	0.2%	1,311,292	1,297,714	13,578	99%	23,295	2%	All General Fund Debt Service Principal and Interest
<b>Total Benefits &amp; Taxes</b>	395,142	486,158	(91,016)	-23.0%	360,361	404,698	(44,337)	-12.3%	(81,460)	-20%	Payroll, Health Buyouts, WIC, UIC and Insurance
<b>Total General Fund Expenses</b>	\$ 17,225,406	\$ 16,880,544	\$ 344,862	2.0%	\$ 17,075,046	\$ 16,945,996	\$ 129,050	1%	\$ 65,452	0.4%	Total of all General Fund Expenses
<b>Appropriation for Warrant Articles</b>	\$ 550,239	\$ 493,426	\$ 56,813	10.3%	\$ 272,909	\$ 216,085	\$ 56,824	79.18%	\$ (277,341)	-128%	Includes Human Services, transfers out to CRF and non-cr, sidewalk and culvert projects for 2015
<b>Expenses After Warrant Articles</b>	\$ 17,775,645	\$ 17,373,970	\$ 401,675	2.3%	\$ 17,347,955	\$ 17,162,081	\$ 185,874	98.93%	\$ (211,889)	-1%	
<b>Net Income/ (Deficit)</b>	\$ -	\$ 609,346	\$ 609,346	100.0%	\$ -	\$ 648,205	\$ (648,205)	100.00%	\$ (38,859)	-6%	Net increase/(decrease) in revenues over expenses



Town of Exeter  
 Sewer Fund Revenues & Expenses (unaudited),  
 As of December 31, 2015 and December 31, 2014

DRAFT

Description	Current Year				Prior Year				Comparison of Actuals		Notes
	2015 Budgeted Revenue	Actual Revenue 12/31/15	BVA Favorable/ (Unfavorable) Variance	BVA Favorable/ (Unfavorable) % Variance	2014 Budgeted Revenue	Actual Revenue 12/31/14	BVA Favorable/ (Unfavorable) Variance	BVA Favorable/ (Unfavorable) % Variance	2015 vs 2014 Favorable/ (Unfavorable) \$ Variance	2015 vs 2014 % Variance	
Sewer Fund Revenues	2,469,449	2,250,081	(219,368)	91%	2,393,284	2,288,020	(105,264)	96%	(37,939)	-2%	
Sewer Revenues & Grants	\$ 2,496,622	\$ 2,277,254	\$ (219,368)	91%	\$ 2,412,706	\$ 2,313,666	\$ (99,040)	96%	\$ (36,412)	-5%	Service Charges, Impact and Assesment Fees and Wastewater Grant
<b>DEPARTMENT</b>	<b>2015 Budgeted Expenses</b>	<b>Actual Expenses 12/31/15</b>	<b>BVA Favorable/ (Unfavorable) Variance</b>	<b>BVA Favorable/ (Unfavorable) % Variance</b>	<b>2014 Budgeted Expenses</b>	<b>Actual Expenses 12/31/14</b>	<b>BVA Favorable/ (Unfavorable) Variance</b>	<b>BVA Favorable/ (Unfavorable) % Variance</b>	<b>2015 vs 2014 Favorable/ (Unfavorable) \$ Variance</b>	<b>2015 vs 2014 % Variance</b>	<b>Notes</b>
Sewer Administration Total	349,190	336,696	12,494	96%	364,652	342,383	22,269	94%	5,687	2%	Sewer Admin wages and expenses
Sewer Billing Expenses	132,733	127,421	5,312	96%	118,699	104,499	14,200	88%	(22,922)	-22%	Sewer Billing wages and expenses
Sewer Collection Expenses	653,688	635,301	18,387	97%	540,538	528,996	11,542	98%	(106,305)	-20%	Sewer collection wages and expenses
Sewer Treatment Expenses	492,487	478,620	13,867	97%	452,441	441,005	11,436	97%	(37,615)	-9%	Sewer treatment wages and expenses
Sewer Fund Debt Service Total	642,765	641,595	1,170	100%	729,706	1,020,404	(290,698)	140%	378,809	37%	Sewer Fund Debt Service
Sewer Fund Capital Outlay	225,759	222,248	3,511	98%	206,670	191,283	15,387	93%	(30,965)	-16%	Vehicles, Leases, and I/I Abatement for 2015
Total Sewer Fund Expenses	2,496,622	2,441,881	54,741	98%	2,412,706	2,628,570	(215,864)	109%	186,689	7%	Total Expenses
Net Income/(Deficit)	-	(164,627)	(164,627)	100%	-	(314,904)	(314,904)	100%	150,277	-48%	Net increase/(decrease) of Revenue over Expenses

Town of Exeter  
 Ambulance Revolving Fund - Revenues & Expenses (unaudited)  
 As of December 31, 2015 and December 31, 2014

DRAFT

	Current Year				Prior Year				Comparison of Actuals		
	2015 Budgeted Revenue	Actual 12/31/15	BVA Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	2014 Budgeted Revenue/ Expense	Actual 12/31/14	BVA Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	2015 vs 2014 Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	
EMS- Ambulance Transport Revenue	\$ 445,612	\$ 429,186	\$ (16,426)	-4%	\$ 462,000	\$ 428,020	\$ (33,980)	-7%	\$ 1,166	0.3%	Ambulance Transport Revenue
Wages, Taxes & Benefits	\$ 186,595	\$ 158,204	\$ 28,391	15%	\$ 195,889	\$ 191,396	\$ 4,493	2%	\$ 33,192	17%	Includes Wages for 1 Dispatcher and Ambulance OT for Supression Dept
General Expenses	\$ 143,204	\$ 151,385	\$ 9,478	7%	\$ 142,545	\$ 139,091	\$ 3,454	2%	\$ (12,294)	-8.8%	Includes Ambulance Lease
Total Expenses	\$ 329,799	\$ 309,589	\$ 37,869	11%	\$ 338,434	\$ 330,487	\$ 7,947	2%	\$ 20,898	6%	Total of All Expenses
Net Income/(Deficit)	\$ 115,813	\$ 119,597	\$ 21,443	19%	\$ 123,566	\$ 97,533	\$ (26,033)	-21%	\$ 22,064	23%	Net increase/(Decrease) of Revenue over Expenses

Town of Exeter

CATV Revolving Fund- Revenue & Expenses (unaudited)

As of December 31, 2015 and December 31, 2014

DRAFT

Description	Current Year				Prior Year				Comparison of Actuals		Notes
	2015 Budgeted Revenue	Actual 12/31/15	BVA Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	2014 Budgeted Revenue	Actual 12/31/14	BVA Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	2015 vs 2014 Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	
CATV Revenue	\$ 140,000	\$ 147,252	\$ 7,252	5%	131,000	\$ 140,058	\$ 9,058	7%	\$ 7,194	5%	50% of Comcast Revenue to General Fund and 50% to CATV Fund
CATV Expenses											
Wages, Taxes & Benefits	\$ 61,143	\$ 58,890	\$ 2,253	96%	\$ 65,425	\$ 61,427	\$ 3,998	94%	\$ (2,537)	-4%	20% of FT IT Wages & Benefits, PT Wages
General Expenses	\$ 67,322	\$ 40,301	\$ 27,021	60%	\$ 46,751	\$ 37,201	\$ 9,550	80%	\$ 3,100	8%	Includes annual E-Channel Assessment
Total Expenses	\$ 128,465	\$ 99,191	\$ 29,274	77%	\$ 112,176	\$ 98,628	\$ 13,548	88%	\$ 563	1%	Total of all expenses
Net Income/(Deficit)	\$ 11,535	\$ 48,061	\$ 36,526	417%	\$ 18,824	\$ 41,430	\$ 22,606	220%	\$ 6,631	16.01%	Net Increase/(Decrease) of Revenue over Expenses

Town of Exeter  
 Recreation Revolving Fund Revenues & Expenses(unaudited)  
 As of December 31, 2015 and December 31, 2014

DRAFT

Description	Current Year				Prior Year				Comparison of Actuals		Notes
	2015 Budgeted Revenue	Actual 12/31/15	BVA Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	2014 Budgeted Revenue/ Expense	Actual 12/31/14	BVA Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	2015 vs 2014 Favorable/ (Unfavorable) \$ Variance	BVA Favorable/ (Unfavorable) % Variance	
Total Revenue	\$ 488,200	\$ 500,107	\$ 11,907	102%	\$ 510,800	\$ 479,259	\$ (31,541)	94%	\$ 20,848	4%	Special Events, Program, Pool and Trip Revenue
Wages, Taxes & Benefits	\$ 173,603	\$ 160,207	\$ 13,396	8%	\$ 162,545	\$ 160,537	\$ 2,008	1%	\$ 330	0%	Camp Salaries and OT for Rec Coordinator
General Expenses	\$ 328,060	\$ 351,103	\$ (23,043)	-7%	\$ 315,355	\$ 304,140	\$ 11,215	4%	\$ (46,963)	-15%	Expenses related to pool, camp and trips
Total Expenses	\$ 501,663	\$ 511,310	\$ (9,647)	-2%	\$ 477,900	\$ 464,677	\$ 13,223	3%	\$ (46,633)	-10%	Total of All Expenses
Net Income/(Deficit)	\$ (13,463)	\$ (11,203)	\$ 2,260	-17%	\$ 32,900	\$ 14,582	\$ (18,318)	-56%	\$ (25,785)	-177%	Net Increase/(Decrease) of Revenue over Expenses

**Town of Exeter  
 Analysis of Property Tax/Liens Receivable  
 As of 12/31/15 and 12/31/14**

**DRAFT**

<u>Type</u>	<u>Bill Year</u>	<u>Balance Outstanding as of 12/31/15</u>	<u>Balance Outstanding as of 12/31/14</u>	<u>Increase/ (Decrease)</u>	<u>Increase/ (Decrease)</u>
Lien	2007	1,212	1,220	(8)	(1)%
Lien	2009	1,800	4,017	(2,217)	(123)%
Lien	2010	41,889	56,072	(14,183)	(34)%
Lien	2011	59,615	99,150	(39,535)	(66)%
Lien	2012	77,559	188,613	(111,054)	(143)%
Lien	2013	184,666	283,016	(98,350)	(53)%
Lien	2014	375,521	1,266,290	(890,769)	(237)%
<b>Subtotal</b>		<b>\$ 742,262</b>	<b>\$ 1,898,378</b>	<b>\$ (1,156,116)</b>	<b>(156)%</b>
<b>Tax</b>	<b>2015</b>	<b>1,094,676</b>	<b>-</b>	<b>1,094,676</b>	<b>N/A</b>
<b>Subtotal</b>		<b>\$ 1,094,676</b>	<b>\$ -</b>	<b>\$ 1,094,676</b>	<b>N/A</b>
<b>Grand Total</b>		<b>\$ 1,836,938</b>	<b>\$ 1,898,378</b>	<b>\$ (61,440)</b>	<b>(3)%</b>

Town of Exeter  
 Analysis of Accounts Receivable Aging - Water & Sewer  
 As of Dec 31, 2015 and Dec 31, 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 12/31/15	\$ 457,121	\$ 25,274	\$ 24,687	\$ 153,955	\$ 661,037	23%
As of 12/31/14	\$ 453,850	\$ 58	\$ 28,706	\$ 150,485	\$ 633,099	24%
Variance	\$ 3,271	\$ 25,216	\$ (4,019)	\$ 3,470	\$ 27,938	0%

Accounts receivable over 90 days represents 23% or \$ 154K of water and sewer receivables outstanding balance as of 12/31/15.

	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	
2008		226	226	0%
2009	4	140	144	0%
2010	(270)	173	(97)	0%
2011	1,411	75,433	76,844	12%
2012	217	40,088	40,305	6%
2013	403	681	1,084	0%
2014	1,111	1,897	3,008	0%
*2015	275,622	263,901	539,523	82%
<b>Total</b>	<b>278,498</b>	<b>382,539</b>	<b>661,037</b>	<b>100%</b>

\* Includes current month billing

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen  
FROM: Russell Dean, Town Manager  
RE: Amtrak Signage  
DATE: February 22, 2016

---

In 2015 the Selectboard approved putting a sign advertising Exeter as an Amtrak community in the right of way on Epping Road.

Bob Hall has requested the Selectboard consider approving the following additional locations for similar signage:

- Portsmouth Avenue – between Exeter Lumber and Monster Gas
- Kingston Road near Brickyard Park

If the Board approves, the Town will approach NHDOT where it may be required for additional approvals.

Thank you.

**CERTIFICATE OF AUTHORITY**

I \_\_\_\_\_, Town Clerk of Exeter, New Hampshire do hereby certify that: (1) at the Annual Meeting held \_\_\_\_\_, the Town Meeting voted to authorize the Board of Selectmen to apply for, accept and expend money from the state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire RSA 31:95b; (2) at the regular Selectmen's meeting held on \_\_\_\_\_, 2016, the Board of Selectmen voted to accept Household Hazardous Waste Collection funds and enter into a contract with the New Hampshire Department of Environmental Services, Waste Management Division. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary for this contract; (3) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated above:

RUSSELL DEAN  
Town Manager, Exeter

IN WITNESS THEREOF, I have hereunto set my hand as the Town Clerk of Exeter, New Hampshire this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

State of New Hampshire  
County of Rockingham

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, \_\_\_\_\_ the undersigned officer,

Notary Public/Justice of the Peace)

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

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

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

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

**2016 COST ESTIMATE**  
Contractor: Veolia Environmental

**TOTAL ACTUAL COST FOR 2015: \$21,886.14**

<b>Town</b>	<b>%</b>	<b>2015 Commitment Amount</b>	<b>2015 Actual Cost</b>	<b>Amount Unspent</b>
Exeter	35.9	\$ 5,616.00	\$ 4,544.27	\$ 1,071.73
Stratham	17.7	2,832.00	2,240.49	591.51
Newfields	4.1	656.00	518.98	137.02
East Kingston	5.4	912.00	683.54	228.46
Epping	15.0	2,576.00	1,898.72	677.28
Seabrook	21.9	3,408.00	2,772.14	635.86
<b>Totals</b>		<b>\$ 16,000.00</b>	<b>\$ 12,658.14</b>	<b>\$ 3,341.86</b>

**TOTAL ESTIMATED COST FOR 2016 (includes +5%): \$23,000.00**

<b>Town</b>	<b>%</b>	<b>2016 Commitment Amount</b>	<b>2014 Estimated Population</b>
Exeter	34.2	\$ 5,419.00	14,385
Stratham	17.3	2,741.00	7,297
Newfields	4.0	634.00	1,685
East Kingston	5.7	903.00	2,387
Epping	16.0	2,535.00	6,736
Seabrook	20.9	3,311.00	8,791
So. Hampton	1.9	301.00	811
<b>Totals</b>		<b>\$15,844.00</b>	<b>42,092</b>

# ROCKINGHAM



# PLANNING COMMISSION

156 Water Street, Exeter, NH 03833  
Tel. 603-778-0885 ♦ Fax: 603-778-9183  
[email@rpc-nh.org](mailto:email@rpc-nh.org) ♦ [www.rpc-nh.org](http://www.rpc-nh.org)

January 29, 2016

Dean F. Robinson, Jr.  
NH Department of Environmental Services  
PO Box 95  
Concord, New Hampshire 03302

**RE: EXETER, STRATHAM, NEWFIELDS, EAST KINGSTON, EPPING, SEABROOK & SOUTH HAMPTON HHW COLLECTION APPLICATION**

Dear Mr. Robinson:

Enclosed is our application and materials for this years' Fall Household Hazardous Waste Collection to be held on October 1, 2016. The Household Hazardous Waste Collection is being conducted by the Towns of Exeter, Stratham, Newfields, East Kingston, Epping, Seabrook and South Hampton.

The total cost of the collection is budgeted at \$23,000.00 of which \$7,156.00 is being requested from the State.

Please let us know at your earliest convenience if any additional information is required and of the status of the application. Thank you for your help again this year in supporting this collection.

Sincerely,

Cliff Sinnott  
Executive Director

CS:rr

Cc: Russell Dean, Town Manager, Town of Exeter  
Paul Deschaine, Town Administrator, Town of Stratham  
Michael Woodworth, Board of Selectmen Chair, Town of Newfields  
Cheryll Hurteau, Town Office Manager, Town of East Kingston  
Gregory Dodge, Town Administrator, Town of Epping  
John Starkey, Public Works Manager, Town of Seabrook  
Angela Racine, Town Administrator, Town of South Hampton

**January 29, 2016**

**To Be Forwarded Under Separate Cover:**

Signed HHW contract

Commitment letters from Exeter, Stratham, Newfields, East Kingston, Epping, Seabrook and South Hampton.

Signed Certificate of Authority

Signed Final Contract with Veolia Environmental Services

Insurance certificate from Town of Exeter and Veolia Environmental Services

New Hampshire  
Public Works



RECEIVED  
DEC 16 2015

BY:.....

December 11, 2015

Board of Selectmen  
Town of Exeter  
13 Newfields Road  
Exeter, NH 03833

Re: New Hampshire Public Works Mutual Aid Program

Dear Sirs and Madams:

Enclosed please find a renewal notice for the NH Public Works Mutual Aid Program for your municipality for 2016.

Additionally, we have enclosed a copy of the revised *Mutual Aid and Assistance Agreement*, which was adopted on September 10, 2015 by a vote of the Board of Directors after a majority of the Members voted to amend it as proposed, as well as a copy of the current member list. Please complete the enclosed agreement and return it to us.

If you have any questions or comments, please feel free to contact me at (603) 525-4087 or [hwydept@hancocknh.org](mailto:hwydept@hancocknh.org). We appreciate your continued membership.

Sincerely,

*Kurtis Grassett*

Kurtis Grassett  
President

KG:acb

Enclosures

cc: Director/Road Agent,  
Department of Public Works

**NH Public Works Mutual Aid Program**  
53 Regional Drive, Suite 1  
Concord, NH 03301



## *Municipalities:*

1. Town of Acworth
2. Town of Allenstown
3. Town of Alstead
4. Town of Alton
5. Town of Amherst
6. Town of Andover
7. Town of Antrim
8. Town of Auburn
9. Town of Barnstead
10. Town of Bartlett
11. Town of Bedford
12. Town of Bennington
13. City of Berlin
14. Town of Bethlehem
15. Town of Boscawren
16. Town of Bow
17. Town of Canaan
18. Town of Carroll
19. Town of Center Harbor
20. Town of Charlestown
21. Town of Chesterfield
22. Town of Colebrook
23. City of Concord
24. Town of Dalton
25. Town of Danbury
26. Town of Derry
27. Town of Dorchester
28. Town of Dublin
29. Town of Durham
30. Town of East Kingston
31. Village District of Eidelweiss
32. Town of Epping
33. Town of Epsom
34. Town of Exeter
35. Town of Fitzwilliam
36. City of Franklin
37. Town of Gilford
38. Town of Goffstown
39. Town of Gorham
40. Town of Grafton
41. Town of Grantham
42. Town of Greenfield
43. Town of Greenville
44. Town of Hampstead
45. Town of Hampton
46. Town of Hancock
47. Town of Hanover
48. Town of Haverhill
49. Town of Hebron
50. Town of Hinsdale
51. Town of Hopkinton
52. Town of Jackson
53. Town of Jaffrey
54. City of Keene
55. City of Laconia
56. Town of Lancaster
57. Town of Landaff
58. Town of Langdon
59. Town of Lee
60. Town of Lempster
61. Town of Lisbon
62. Town of Litchfield
63. Town of Littleton
64. Town of Loudon
65. Town of Lyman
66. Town of Lyme
67. Town of Lyndeborough
68. City of Manchester
69. Town of Marlborough
70. Town of Marlow
71. Town of Mason
72. Town of Meredith
73. Town of Merrimack
74. Town of Middleton
75. Town of Milford
76. Town of Moultonborough
77. Town of New Boston
78. Town of New Castle
79. Town of New Durham
80. Town of New Hampton
81. Town of New Ipswich
82. Town of New London
83. Town of Newbury
84. Town of Newington
85. Town of Newmarket
86. Town of Newport
87. Town of Newton
88. Town of Northfield
89. Town of Orford
90. Town of Ossipee
91. Town of Pembroke
92. Town of Peterborough
93. Town of Piermont
94. Town of Pittsburg
95. Town of Pittsfield
96. Town of Plainfield
97. Town of Raymond
98. Town of Rollinsford
99. Town of Rye
100. Town of Sandown
101. Town of Seabrook
102. Town of Sharon
103. Town of Springfield
104. Town of Sugar Hill
105. Town of Sullivan
106. Town of Sunapee
107. Town of Surry
108. Town of Sutton
109. Town of Swanzeey
110. Town of Temple
111. Town of Tuftonboro
112. Town of Troy
113. Town of Walpole

114. Town of Warner
115. Town of Washington
116. Village District of Waterville Estates
117. Town of Weare
118. Town of Wentworth
119. Town of Westmoreland
120. Town of Whitefield
121. Town of Wilmot
122. Town of Wilton
123. Town of Winchester
124. Town of Windham
125. Town of Wolfeboro
126. Town of Woodstock

## *Public or Private*

### *Water/Sewer Systems:*

127. Crawford Hills Property Owners Association
128. Goffstown Village Precinct
129. Haverhill Corner Precinct
130. Jackson Water Precinct
131. Merrimack Village Precinct
132. New London - Springfield Water Precinct
133. North Haverhill Water & Light District
134. North Walpole Village District
135. Penacook & Boscawren Water District
136. Pittsfield Wastewater Treatment
137. Plymouth Village Water & Sewer District
138. Rollinsford Water & Sewer District
139. Rye Water District
140. Tilton-Northfield Water District
141. Troy Water & Sewer
142. White Lake Estates Homeowners Association
143. Woodsville Water & Light District

## **New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement**

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

*WHEREAS*, the State of New Hampshire is geographically vulnerable to a variety of natural and technological disasters; and

*WHEREAS*, Chapter 53-A:3 of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreement's intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

*WHEREAS*, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

*WHEREAS*, under Chapter 53-A:3 and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

*WHEREAS*, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

*THEREFORE*, pursuant to RSA 53-A:3, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

### **SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement:

Original 5/26/1998

Revised 4/18/2011 & 9/10/15

A. *"Agreement"* means this document, the New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement.

B. *"Aid and assistance"* includes personnel, equipment, facilities, services, supplies, and other resources.

C. *"Authorized Representative"* means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

D. *"Disaster"* means a calamitous event threatening loss of life or significant loss or damage to property, such as a flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary cause.

E. *"Emergency"* means a natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

F. *"Mutual Aid Resource List"* means the list of Providers, equipment, and personnel maintained by the UNH Technology Transfer Center.

G. *"Party"* means a governmental entity which has adopted and executed this Agreement.

H. *"Program"* means the New Hampshire Public Works Mutual Aid Program.

I. *"Provider"* means the party which has received a request to furnish aid and assistance from another party (the "Recipient") in need. In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

J. *"Recipient"* means the party setting forth a request for aid and assistance to another party (the "Provider"). In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities

including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;  
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

B. Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. Pursuant to RSA 53-A:3 and as elaborated upon in Section XI of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

**SECTION III: GOVERNING BOARD; POWERS**

A. The Program shall be governed by a Board of Directors composed as follows:

- (1) Two (2) members who shall be members of and appointed by the New Hampshire Road Agents Association;
- (2) Three (3) members who shall be members of and appointed by the New Hampshire Public Works Association;
- (3) One (1) member who shall be members of and appointed by the Municipal Management Association of New Hampshire;

- (4) One (1) member who shall be members of and appointed by the New Hampshire Building Officials Association;
- (5) One (1) member who shall be members of and appointed by the New Hampshire Water Works Association;
- (6) One (1) member who shall be members of and appointed by the New Hampshire Water Pollution Control Association;
- (7) The Commissioner of the Department of Transportation or a designee, *ex officio*;
- (8) The Commissioner of the Department of Environmental Services or a designee, *ex officio*;
- (9) The Director of the Department of Homeland Security and Emergency Management or a designee, *ex officio*; and
- (10) The Director of the University of New Hampshire Technology Transfer Center or a designee, *ex officio*.

B. *Ex-officio* members shall be non-voting members and shall not be counted for a quorum.

C. A quorum at a duly called Board Meeting shall consist of a majority of the Directors attending the meeting, with a minimum of three (3) Directors present.

D. It is expected that all Directors shall use their best efforts to attend all Board meetings. If a vacancy is created by the removal or resignation of a Director or for any other reason, the entity identified in Section III A as being responsible for appointing the former Director shall promptly appoint a replacement Director to serve the remainder of the former Director's term.

E. All Board meetings of the Program shall comply with New Hampshire's Right-to-Know Law, RSA 91-A., as follows:

The Board of Directors will allow one or more Directors to participate in a meeting by electronic or other means of communication for the benefit of the public and the governing body, subject to the provisions of this paragraph.

- (a) A member of the Board of Directors may participate in a Board meeting other than by attendance in person at the location of the meeting only when such attendance is not reasonably practical. Any reason that such attendance is not reasonably practical shall be stated in the minutes of the meeting.
- (b) Except in an emergency, a quorum of the Board of Directors shall be physically present at the location specified in the meeting notice as the location of the Board

meeting. For purposes of this subparagraph, an "emergency" means that immediate action is imperative and the physical presence of a quorum is not reasonably practical within the period of time requiring action. The determination that an emergency exists shall be made by the chairman or presiding officer of the Board of Directors, and the facts upon which that determination is based shall be included in the minutes of the meeting.

- (c) Each part of a Board meeting required to be open to the public shall be audible or otherwise discernable to the public at the location specified in the meeting notice as the location of the meeting. Each Director participating electronically or otherwise must be able to simultaneously hear each other and speak to each other during the meeting, and shall be audible or otherwise discernable to the public in attendance at the meeting's location. Any Director participating in such fashion shall identify the persons present in the location from which the member is participating. No Board meeting shall be conducted by electronic mail or any other form of communication that does not permit the public to hear, read, or otherwise discern meeting discussion contemporaneously at the meeting location specified in the meeting notice.
- (d) Any Board meeting held pursuant to the terms of this paragraph shall comply with all of the requirements of this chapter relating to public meetings, and shall not circumvent the spirit and purpose of this chapter as expressed in RSA 91-A:1.
- (e) A Director participating in a meeting by the means described in this Section is deemed to be present at the meeting for purposes of voting. All votes taken during such a meeting shall be by roll call vote.

F. The fiscal and business year of the New Hampshire Public Works Mutual Aid Program shall be from January 1 to December 31 of each year.

G. The Board of Directors shall meet at least one time each year in June.

H. The Board of Directors shall elect a Chair and a Vice Chair. The Chair and Vice Chair shall serve in their respective positions for a period of two years, provided that either may resign or be removed by the Board of Directors with or without cause. The Chair shall preside at all meetings of the Board of Directors and shall have such other duties as the Board may assign. In the absence of the Chair, the Vice Chair shall perform the duties of and have the authority of the Chair. The Vice Chair shall also have such other duties as the Board may assign.

I. The Board of Directors shall have the authority to elect a Treasurer/Secretary. The Treasurer/Secretary shall serve in their respective position for a period of two years, provided that they may resign or be removed by the Board of Directors with or without cause. As Treasurer they shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Program;

- (b) receive and give receipts for moneys due and payable to the Program from any source whatsoever, and deposit all such moneys in the name of the Program in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and
- (c) in general perform all of the duties incident to those set forth in this Section III. D. and such other duties as from time to time may be assigned to the Treasurer by the Board of Directors.

As Secretary they shall:

- (a) keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose;
- (b) be the custodian of the records of the New Hampshire Public Works Mutual Aid Program, or make adequate provision for alternative custody arrangements;
- (c) when requested or required, authenticate any records of the New Hampshire Public Works Mutual Aid Program; and
- (d) in general perform all of the duties incident to those set forth in this Section III. D. and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

J. The term of office of voting members shall be three (3) years or until their successor is appointed and qualified.

K. In addition to any other authority provided in this Agreement, the Board of Directors shall have the authority to:

- (1) Enter into any necessary agreements on behalf of the participating units of government in furtherance of this Mutual Aid Agreement, subject to any necessary ratification by the participating units;
- (2) Adopt an annual budget and establish an annual fee for participating in the Program;
- (3) Propose modifications to the mutual aid agreement for ratification by participating units of government;
- (4) Promulgate reasonable rules to govern the Program; and
- (5) Perform any other function and undertake any other activity reasonably necessary to carry out the purpose of this agreement unless said function or activity is

subsequently disavowed by a majority vote of the governing bodies of the participating municipal government units.

#### **SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a disaster and deems its resources inadequate to rectify the given situation, it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this mutual aid agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. *METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE*: Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section IV). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. *REQUIRED INFORMATION*: Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

- (1) **Stricken Area and Status**: A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
- (2) **Services**: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
- (3) **Infrastructure Systems**: Identification of the type(s) of public infrastructure system for which assistance is needed (water/sewer, storm water systems, streets) and the type of work assistance needed;
- (4) **Aid and Assistance**: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
- (5) **Facilities**: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
- (6) **Meeting Time and Place**: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. *STATE AND FEDERAL ASSISTANCE*: If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the

Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

#### **SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgment shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section Section VII of this Agreement.)
- (3) The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the "Supervision and Control" section Section VI of this Agreement).

#### **SECTION VI: SUPERVISION AND CONTROL**

Provider shall designate supervisory personnel among any employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

- (2) maintain daily personnel time records, material records, a log of equipment hours, and other expenses; and
- (3) shall report work progress to Recipient at mutually agreed upon intervals.

#### **SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient.

B. As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of its (Provider's) intent to terminate portions or all assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VIII: COST DOCUMENTATION AND REIMBURSEMENT**

A. *Personnel:* Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. *Provider's Traveling Employee Needs:* - Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including without limitation to transportation expenses for travel to and from the stricken area, shelter, and subsistence.

C. *Equipment:* - Provider shall document the use of its equipment during the period of assistance including all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the assistance.

D. *Materials And Supplies:* Provider shall document all materials and supplies furnished by it and used or damaged during the period of assistance.

E. *Reimbursement:* The Recipient shall reimburse the Provider for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Provider may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Recipient without charge or cost.

**Personnel** – The Provider shall be reimbursed by the Recipient for personnel costs incurred for work performed during the specified Period of Assistance. Provider personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Provider's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Recipient reimbursement to the Provider could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

**Equipment** – The Recipient shall reimburse the Provider for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Provider in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Provider uses rates different from those in the FEMA Schedule of Equipment Rates, the Provider must provide such rates orally or in writing to the Recipient prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Provider must lease a piece of equipment while its equipment is being repaired, Recipient shall reimburse Provider for such rental costs.

**Materials and Supplies** – The Recipient must reimburse the Provider in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Provider must not charge direct fees or rental charges to the Recipient for other supplies and reusable items that are returned to the Provider in a clean, damage-free condition. Reusable supplies that are returned to the Provider with damage must be treated as expendable supplies for purposes of cost reimbursement.

**Payment Period** – The Provider must provide an itemized bill to the Recipient for all expenses incurred by the Provider while providing assistance under this Agreement. The Provider must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Provider may request additional periods of time within which to submit the itemized bill, and Recipient shall not unreasonably withhold consent to such request. The Recipient must pay the bill in full on or before the forty-fifth (45<sup>th</sup>) day following the billing date. The Recipient may request additional periods of time within which to pay the itemized bill, and Provider shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Recipient.

**Records** - Each Provider and their duly authorized representatives shall have access to a Recipient's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Recipient and their duly authorized representatives shall have access to a Provider's books, documents, notes,

reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

#### **SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

#### **SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

#### **SECTION XI: IMMUNITY**

Pursuant to RSA 53-A:3, all activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by NH Statutes, RSA 107-C:10.

#### **SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

### **SECTION XIII: ROLE OF THE UNIVERSITY OF NH TECHNOLOGY TRANSFER CENTER & MANAGEMENT COMPANY**

A. Under this Agreement, the responsibilities of the University of New Hampshire Technology Transfer Center (UNH T2) are:

- (1) to maintain the Mutual Aid Resource List and website, and to provide this listing to each of the entities on an annual basis; and
- (2) to train public works personnel and other local officials in the implementation of the Program.

B. Under this Agreement, the responsibilities of the Management Company, to be designated by the Board of Directors, are:

- (1) to serve as the fiscal agent of the Program for the invoicing and collection of any dues or fees, recipient for special grants or awards, and for the processing of all accounts receivable and payable;
- (2) to serve as the central depository for executed agreements; and
- (3) to provide administrative support to the Board of Directors.

### **SECTION XIV: AMENDMENTS; ADDITIONAL MEMBERS**

A. *Manner:* This agreement may be modified at any time by (1) a proposal of the Board of Directors and upon the consent of a majority of the participating government units who cast ballots within sixty (60) days following a special meeting, which the Board Chair duly warns, to present the proposed changes, or (2) upon the mutual written consent of the Recipient and the Provider.

B. *Addition of Other Entities:* Additional entities may become parties to this Agreement upon:

- (1) acceptance and execution of this Agreement;
- (2) sending said executed copy of the Agreement to the Management Company with payment of any dues or fees; and
- (3) completing and returning the Mutual Aid Resource List.

### **SECTION XV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent

years, unless canceled by written notification served personally or by registered mail upon the Management Company, which shall provide notice to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent to all other parties. A party's withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XVI: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XVII: SEVERABILITY - EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

**SECTION XVIII: EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

*IN WITNESS WHEREOF*, each of the parties have caused this New Hampshire Public Works Mutual Aid Program Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

BY (signature). \_\_\_\_\_  
Printed Name: Russell Dean  
Title: Town Manager  
Municipal Government Unit: Exeter  
Date: 2/5/16

**DULY AUTHORIZED REPRESENTATIVE**

*(the emergency contact for the mutual aid program)*

Name: JENNIFER PERRY

Title: DIRECTOR PUBLIC WORKS

Organization: TOWN OF EXETER

Address: 13 NEWFIELDS ROAD

City/State/Zip: EXETER, NH 03833

Work Phone: (603) 773-6157

Cell/Emergency Phone: (603) 770-6322

Email: jperry@exeternh.gov

Fax: (603) 772-1355

Pager: \_\_\_\_\_

Radio Frequency: \_\_\_\_\_



# Application for Special Events

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833  
Faxed #: 603-821-9246 or emailed: [sriffle@exeternh.gov](mailto:sriffle@exeternh.gov)

**Facility Use:**  Town Hall  Bandstand  Parking - # Spaces \_\_\_\_\_ Location \_\_\_\_\_

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

### Representative Information:

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Organization Information:

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

Website: \_\_\_\_\_

Event Day - Contact Name/Number: \_\_\_\_\_

### Event Details:

Main Speaker \_\_\_\_\_  Rally  Media Present – Attach Details

Date: \_\_\_\_\_ Time of Event: \_\_\_\_\_ Time for set-up/clean-up: \_\_\_\_\_

Is this event National  or Local

Detailed Event Description: \_\_\_\_\_

Security Concerns: \_\_\_\_\_

Estimate # of Attendees: \_\_\_\_\_ Police Detail and Parking Plan Attached:  Yes  No

Yes	No	Details:
<input type="checkbox"/>	<input type="checkbox"/>	Food/Beverages served
<input type="checkbox"/>	<input type="checkbox"/>	Street Closures – list streets _____
<input type="checkbox"/>	<input type="checkbox"/>	Sound system
<input type="checkbox"/>	<input type="checkbox"/>	Tech/AV Services Needed _____
<input type="checkbox"/>	<input type="checkbox"/>	Bringing in equipment? List items: _____
<input type="checkbox"/>	<input type="checkbox"/>	List Town equipment you will use: _____
<input type="checkbox"/>	<input type="checkbox"/>	Using electricity? Source: _____
<input type="checkbox"/>	<input type="checkbox"/>	Scaffolding/bleachers/platforms used (dimensions): _____
<input type="checkbox"/>	<input type="checkbox"/>	Entertainment Details: _____
<input type="checkbox"/>	<input type="checkbox"/>	Optional trash removal (\$100 charge)
		<b>Health and Safety:</b>
<input type="checkbox"/>	<input type="checkbox"/>	Barricades/cones used: _____
<input type="checkbox"/>	<input type="checkbox"/>	Fire/Ambulance Detail scheduled
<input type="checkbox"/>	<input type="checkbox"/>	Police Detail scheduled

**Requirements:**

**Cleaning Fee:** A cleaning fee of \$100 (separate check) is required. 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 \$125.00 per day.

**Tech/AV Services:** There is a fee of \$100 an hour for any tech/AV services needed. Services must be arranged in advance. Email Andy at [aswanson@exeternh.gov](mailto:aswanson@exeternh.gov) to coordinate.

**Keys:** 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).

**Police/Fire:** Reserves the right make the final determination on whether sufficient detail coverage has been scheduled.

This application is being submitted with the understanding that the Special Event will be conducted in accordance with all applicable Town Ordinances, laws of the Town of Exeter and that all information submitted is true correct, and complete. The applicant agrees he/she has read and will comply with all of the terms, conditions, and stipulations of this permit, all ordinances of the Town, and all other applicable laws, and understands that failure to comply will result in immediate revocation of this permit. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
Office Use Only:

Chief of Police Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Police Comments: \_\_\_\_\_  
\_\_\_\_\_

Fire Chief Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Fire Comments: \_\_\_\_\_  
\_\_\_\_\_

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

Liability Insurance:  Received  In-process will receive by \_\_\_\_\_

Fees:  Payment received - Form/amount: \_\_\_\_\_  Deposit received - Form/amount: \_\_\_\_\_



# Application for Use of Town Facility

Forms submitted to: Town of Exeter, 10 Front Street, Exeter, NH 03833

Fax #: 603-777-1514 email: [sriffle@exeternh.gov](mailto:sriffle@exeternh.gov)

Use Request:  Town Hall (Main Floor)  Bandstand  Parking - # Spaces \_\_\_\_\_ Location \_\_\_\_\_

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

### Representative:

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

Town/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Organization:

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

Town/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

### Reservation Details:

Type of Event/Meeting: \_\_\_\_\_ Date: \_\_\_\_\_

Times of Event: \_\_\_\_\_ Times needed for set-up/clean-up: \_\_\_\_\_

# of tables: \_\_\_\_\_ # of chairs: \_\_\_\_\_ Will food/beverages be served? Yes No

Tech/ AV Services Needed: Yes No Details \_\_\_\_\_

### 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 \$125 per day. A rental fee waiver may be requested in writing.

**Tech/AV Services:** There is a fee of \$100 an hour for any Tech/AV services needed. Services must be arranged in advance. Email [aswanson@exeternh.gov](mailto:aswanson@exeternh.gov) to coordinate.

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

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

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

### Office Use Only:

Liability Insurance: On file  In-process  Fee: Paid  Non-profit fee waiver requested

## All Boards Meeting - Feb. 10, 2016 – Summary

Meeting convened at 6:00 p.m. Selectboard members Julie Gilman, HDC, Heritage Commission rep. Don Clement, Planning Board Rep, Dan Chartrand, EDC Rep, Anne Surman, Selectboard, Water/Sewer Committee, Swasey Park Rep, Nancy Belanger, Selectboard, Conservation Commission Rep  
Planning Board members Lang Plumer, Gwen English  
Conservation Commission members Peter Richardson, Ginny Raub, Alyson Eberhardt, Bill Campbell, Andrew Koff,  
ZBA members John Haushildt, Martha Pennell, Laura Davies, Bob Prior  
HDC members Patrick Gordon, Pam Gjettum  
Heritage Commission member Mary Dupre,  
Economic Development Commission members John Mueller, Madeleine Hamel  
Bob Hall, Exeter Train Station Committee  
**Staff:** Russ Dean, Town Manager  
Dave Sharples, Town Planner  
Doug Eastman, Building Inspector/Code Enforcement Officer  
Darren Winham, Econ Dev Director  
Kristen Murphy, Natural Resources Planner  
Barb McEvoy, Deputy Code Enforcement Officer  
Resident Justin Archambeault

Vice Chair Clement began the meeting by introducing the meeting's goal. Town Manager Russ Dean introduced Dave Sharples, the new town planner who is beginning on February 22<sup>nd</sup>. Dave said a few words and introduced himself to the audience.

The town manager went over events since the last all boards meeting. RSA-79e enacted, Economic Revitalization Zone established on Epping Road, Epping Road TIF enacted, Economic Development Director hired, new town planner, wetlands issues discussed/debated, master plan update put on the table, a process review and report written by MRI reflecting input from many different sources. The town manager also reviewed all the topics from the May 2014 meeting and the notes associated with that meeting.

Chairwoman Gilman outlined the goals of this meeting were to emphasize communication and process. She encouraged everyone to read the master plan. This is the main document regarding community development and we each bring different perspectives. The goal is for everyone to communicate in a good and thorough way. Ms. Gilman went through the different documents and suggested all become aware/familiar with them. Includes Master Plan, Zoning Ordinance, Site and Subdivision Regulations, HDC Preservation Guidelines. She reviewed the example of the HDC going forward with an update of their regulations as an example for what Boards can do.

Discussion regarding Selectboard and Planning Board representatives on boards. Need to take more advantage as it can assist Inter-board communications. Mr. Clement suggested written memos to assist communication. It was suggested the Selectboard and Planning Board set joint

meeting to set mutual goals. Consideration of joint meetings with other Boards to establish understanding of purpose and working towards mutual goals. Question joint meeting or designate representatives.

The topic of board training was discussed. What is needed? Boards are encouraged to develop a training plan for members that can be budgeted. Availability of board members for training needs to be understood. Webinars through NHMA are an option, The Office of Energy and Planning and Local Government Center opportunities was discussed. There is a need to establish training routines with volunteers. The Selectboard is also tasked to deliver expectations of current and new volunteers.

Next it turned to the planning process. The bubble diagram of the planning process was discussed. It has a lot of pieces missing and needs expansion. The CUP process that is required is not measured out in how long it takes. Town Manager states staff is looking for predictability so if an applicant comes to Exeter there is an 'average understanding' of how many days it will take to get projects 'shovel ready.' This will help us compete. It is understood projects are different but we'd like to develop a basic message. Mr. Campbell suggests a work session on process with the Planning Board and Selectboard. Mr. Hall suggests looking at the Plan NH charrette result as it is still valid and should be used as a tool for development in that area.

Mr. Prior observed concerns regarding renewal of membership on boards. Current alternates feel obligated to stay but suggest limited involvement. There needs to be a broader program of community wide recruitment and a process by which boards are filled. Ms. Eberhardt raised the issue of child care and the problem of younger volunteers limited by this issue. Town manager says it's a hard one but understands – that Parks/Rec is not in a position to offer this – they are not qualified to care for infants/toddlers as an example. There are also potential liability issues. However outside the box thinking is needed and this should be discussed further. Different meeting times was also a suggestion.

Mr. Haushildt advocated for a return of the Zoning Ordinance Review Committee. It was understood the Planning Board would lead this effort. Mr. Hauschildt feels that when this was active it successfully coordinated input from other boards and assisted the Zoning Board's work. The town manager stated this is a good idea. Previous concerns were how that committee prioritized items – it hadn't been well understood. Business performance zoning was mentioned as a specific example of something that did not seem to be on the radar.

Master planning was discussed and the role of schools. Mr. Richardson said schools should be invited to be involved in this process as there are many school issues like full day kindergarten and middle school expansion being discussed. John Mueller indicated most of our tax dollars go to education so they should be part of the planning process. Exeter Hospital was also recommended for participation. Will these groups share their plans?

Application forms were discussed and how to improve them, to make it easier for applicants and staff to "check the box" to ensure applications are complete and more "user friendly". Discussion centered around the 65 day window of the Planning Board and the issue of length of approvals. The town had an issue with requiring waiver of timelines of approval not in concert

with the RSA's. Ms. English reminded the Boards that the process works well when applicants are well prepared. Difficult process happens when applicants are poorly prepared. Several Board members remarked on similar experiences.

Mr. Gordon mentioned the Town does not celebrate positive outcomes. There is much good work that doesn't get reported on, just problems in the headlines. It's up to each board in his view to carry that message forward. Mr. Prior mentioned technology fixes. Mr. Dean mentioned the idea of requiring CAD submittals and shared project drives to increase staff understanding of the "left foot/right foot." Mr. Prior suggested to rename "All Boards" to "land use community" for future meetings. It's a positive representation of the community efforts by all Boards. The ZBA and where they are in the process was discussed as it pertained to the Planning Board. Further topics discussed were developing a framework for a board like an orientation for new members. Ms. Gjetton discussed her mentoring. There should be an understanding of workload and what is required reading prior to a board member committing. Board members have a learning curve. Suggested to use a person to introduce someone don't just hand them a book. The system should support this orientation process. Chairwoman Gilman suggests there is a difficulty in understanding the role of the EDC and where it fits in. Recommended it visit each Board.

Selectman Chartrand added it was a good point to celebrate the successes. This needs to be done more frequently with a more positive view of town government, staff, etc. The town manager suggested he is a resource and wants to hear from board members who have ideas of how we can improve our process to meet their needs, so everyone is on the same page.

The staff made comments. Mr. Eastman commented that the Zoning Ordinance is a good document, works well and is well organized. Mr. Winham discussed the Economic Development Strategic Plan SWOT analysis. There is a public meeting on February 24<sup>th</sup> and he encourages participation. Mr. Winham was encouraged to offer a wide advertisement of this meeting on the website, and social media.

The next meeting was discussed. Scheduled for June 15<sup>th</sup> as it will give boards 2-3 meetings to get recommendations on training and process diagram developed. At the next meeting we can work to complete it and the Master Plan warrant article for funding updates will be settled by then. Members present were charged with discussing this meeting with their boards.

Meeting adjourned 8:45pm.

- **Action Items for Land Use Boards:**

Add the following to your agendas in the next three months of meetings:

- review the planning process flow chart - how does your board fit in - who should see the application first
- review and discuss revisions to your application - reference the new HDC applications – recognize options to support preparedness of applicants that make meetings successful or problematic
- discuss pertinent information to successfully train a new member
- designate a mentor to each new board member

- **Action Item for individual board members:**

- Please read the Master Plan, Zoning Ordinance, HDC Guidelines, Site & Subdivision Regulations and the Plan NH Lincoln St. Charette - documents are available on-line and in the Exeter Town Library.

- **Discussion topics for Boards and Commissions:**

- recognize the advantage of joint board meetings
- schedule meetings with other boards
- seek out education opportunities for boards – NH Office of Energy and Planning, Local Government Center, NH Division of Historical Resources hold conventions or seminars in the Fall and Spring- webinars are also available
- Seek out memberships to related organizations
- review goals achieved from the Master Plan - set new goals

- **Research and Bright Ideas:**

- we need a quarterback to guide the planning projects
- add to the Master Plan a section(s) for Education, what are plans at SAU 16, Exeter School District, Institutions (PEA), Exeter Hospital
- Master Plan revision and visioning - Where do we want to go as a Town? What do we want to be? What's the Big Picture?
- Restart Zoning Ordinance Review Committee - it needs more structure, regular meetings
- Need to push Board project status information out to all through email not just Chairs
- Research providing childcare for volunteers of Boards
- How do we make the Town Boards and Commissions more attractive to potential volunteers?
- Bad press will come and go. Let's start celebrating the successes of the Town to help change the public perspective of the Town Government.
- review the use of electronic submittals by developers
- review the use of GIS for the Town

- **Other:**
  - All future meetings should be titled Land Use Community Meetings
  - Russ is a resource. Please go to him with recommendations regarding the planning process.
  - Please designate spokesperson from your Board or Commission to speak with Russ.
  - Darren is hosting a public meeting on Feb. 24th to administer a SWOT on the Strategic Plan.
  - Selectmen create Community ---- Board to hold quarterly meetings.
  
- **Next meeting 15 June 2016**
  - Planning process flow chart
  - Pertinent information to successfully train a new member



September 17, 2015

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

Dear Mr. Dean:

Enclosed you will find HealthTrust's updated Application and Membership Agreement ("Membership Agreement"), which will replace your group's current Application and Participation Agreement. Periodically, this agreement is revised and updated to incorporate needed changes and to improve the membership process. Enclosed is an outline of the updates and changes in the new version.

For January groups, the new Membership Agreement will be effective as of the start of the upcoming January Plan Year. The governing body of each Member must adopt the Certificate of Authorizing Resolution (Exhibit A of the Membership Agreement) prior to execution of the Membership Agreement. Adoption of the resolution and execution of the new Membership Agreement is required for membership and/or continued membership in HealthTrust and participation in its coverage lines.

Please return the signed Membership Agreement, together with the Certificate of Authorizing Resolution, as soon as possible, but no later than January 1, 2016. Until HealthTrust receives these materials, the existing Participation Agreement will remain in effect.

The new Membership Agreement no longer has addenda incorporated within the agreement for COBRA administrative services, retiree billing administrative services, or combination of Members for rating purposes. Under the new version, these items will be standalone agreements between the Member and HealthTrust. By having these services provided through separate, standalone agreements, it will make it administratively easier for any Member to add or drop these services without needing to amend the Membership Agreement.

If your group receives any of these services, also enclosed is the separate, standalone agreement for such services that will need to be executed and returned with the Membership Agreement. If your group is part of a combination of Members for rating purposes, please note that there is an additional resolution included in the Combination Agreement that your governing board must also adopt.

As background, an agreement to participate in HealthTrust, like the Membership Agreement, is required by RSA 5-B. In addition to the terms of the Membership Agreement, a Member's rights are governed by RSA 5-B and HealthTrust's Bylaws, as amended and in effect from time to time. Enclosed is a copy of the current HealthTrust Bylaws which sets out these issues in more detail.

Once we have received your signed documents, we will sign them and return a fully executed copy for your records. As always, feel free to contact your Benefits Advisor for more information or assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David Frydman".

David Frydman  
Interim Executive Director



## Overview of HealthTrust's New Membership Agreement

While the entire agreement has been redrafted generally to make it clearer, what follows highlights changes/updates included in the new Membership Agreement:

- a. Updates all Members' agreements to reference HealthTrust, Inc. Many of the existing Participation Agreements still reference LGC or its LLC subsidiaries.
- b. Changes the agreement from a Participation Agreement to a Membership Agreement. The use of the term "participation" instead of "membership" is a vestige from the old organizational structure where groups were "members" of LGC but "participants" in the pools.
- c. Highlights Member's right to select/change coverages and/or services and describes how that is achieved by having an authorized representative execute the required coverage documents. (This is not new – it just highlights the issue more specifically.)
- d. Eliminates reference to the specific requirement that 75% of eligible employees must be enrolled in the group health plan(s) offered through HealthTrust, and replaces it with requiring compliance with any minimum participation requirements. This allows HealthTrust to adjust the minimum participation requirements in any coverage as needed, without amending the Membership Agreement.
- e. Highlights Member's right to vote at Annual Meeting and specifies current bylaw provision that the Member's governing body can appoint whomever they want to vote, but if they do not act, the group's top administrative official is authorized to vote.
- f. Highlights that Member's right to surplus is controlled by the Bylaws – Member acknowledges and agrees that rights to distribution of surplus are governed by the HealthTrust Bylaws, as amended from time to time. (This is not new – it just highlights the issue more specifically.)
- g. Provides that a Member's return of surplus may first be applied to cover any amounts that are unpaid and owed by the Member prior to HealthTrust's returning the balance to the Member. This new provision is intended to clarify this right.
- h. Includes Member's certification of safeguarding personal health information as needed for HIPAA purposes. Currently, this certification is in a separate certification – but it is better to be part of the Membership Agreement and has been included.
- i. Acknowledges Member's duty to comply with the Affordable Care Act (e.g. IRS filings).
- j. Continues to acknowledge Member's responsibility for COBRA and retiree coverage with references to additional services available from HealthTrust to assist Member with these obligations pursuant to separate agreements, instead of through incorporated addenda. Makes process of adding and dropping these services administratively easier for the Members and more efficient for HealthTrust.
- k. Establishes separate agreement for combination of Members for medical rating purposes, if applicable, instead of via incorporated addenda. This is administratively more efficient.
- l. Reference to HIPAA Portability Certificates eliminated as they are no longer used or required under HIPAA.
- m. Acknowledges that Member is bound by the provisions of the Membership Agreement, the HealthTrust Bylaws, Rules, any applicable Coverage Documents and policies, and any other agreements incident thereto, all as amended and in effect from time to time. This is not new. The new version makes this more explicit.

**If this overview and the new Membership Agreement conflict, the new Membership Agreement controls.**



HEALTHTRUST, INC.  
APPLICATION AND MEMBERSHIP AGREEMENT

Town of Exeter

This Application and Membership Agreement (“Membership Agreement”) is made by and between Town of Exeter (“Applicant”) and HealthTrust, Inc., a New Hampshire voluntary corporation (“HealthTrust”), effective as of January 1, 2016 (“Effective Date”). This Membership Agreement sets forth the terms and conditions of Applicant’s membership and/or continuing membership in HealthTrust.

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services including, but not limited to, group medical, dental, short-term disability, long-term disability, and life coverages.

Applicant is eligible and wishes to become or remain a Member of HealthTrust and participate in certain Coverage Programs offered by HealthTrust and therefore is entering this Membership Agreement.

**Agreement**

Applicant and HealthTrust hereby mutually agree as follows:

1. **Application.** Applicant applies for membership (including continuing membership if applicable) in HealthTrust for the provision of group medical and/or other benefit plans as may be selected by Applicant from time to time.
2. **Eligibility.** Applicant hereby represents and warrants to HealthTrust that Applicant is an entity eligible for membership in HealthTrust in accordance with the HealthTrust Bylaws.
3. **Contingent on Acceptance.** Applicant understands and agrees that its membership in HealthTrust is contingent on HealthTrust’s acceptance and execution of this Agreement.
4. **Governing Provisions.** Applicant shall be bound by the provisions of this Membership Agreement, the HealthTrust Articles of Incorporation, Bylaws, Rules, any applicable Coverage Documents, and any other agreements pursuant or incident thereto, all as amended and in effect from time to time (known collectively in the Bylaws as the “Operative Documents”). Applicant acknowledges receipt of the HealthTrust Bylaws.
5. **Member Rights.** As a Member, Applicant will have the rights provided in the Operative Documents including, without limitation, the right to participate in HealthTrust’s Coverage Programs and the right to vote for the HealthTrust Board of Directors at annual meetings of the Members. Applicant acknowledges that pursuant to the current HealthTrust Bylaws, the person serving as the top administrative official of Applicant, or his or her designee, shall be entitled to cast a vote on behalf of Applicant at any meetings of the Members of HealthTrust unless and until

Applicant's Governing Board appoints, by resolution, a different representative to cast such a vote prior to the meeting(s) to which the designation relates.

6. **Selection of Coverage Programs and Services.** Subject to the terms and conditions of the Operative Documents, Applicant may select and periodically change the Coverage Programs and related services in which Applicant participates without amending this Membership Agreement. Applicant's participation (or continuing participation) in any of the Coverage Programs and/or related services is subject to:

- (a) The proper and timely completion and execution by an authorized representative of Applicant of the documents, agreements, and forms for such participation as required by HealthTrust, and
- (b) The policies, procedures, guidelines and Operative Documents that apply to any selected coverages including, without limitation, any applicable minimum participation requirements for such Coverage Program.

7. **Contributions.** Applicant agrees to pay in a timely manner all Contributions required to participate in HealthTrust and/or the applicable Coverage Programs pursuant to the terms of the Operative Documents.

8. **Surplus.** Applicant hereby acknowledges and agrees that any distribution of surplus, or a Member's rights thereto, shall be governed by the applicable terms of the HealthTrust Bylaws and/or other Operative Documents, as they may be amended from time to time. Applicant further agrees that HealthTrust may first apply any surplus due to Applicant to pay any unpaid and overdue Contributions or other amounts owed by Applicant to HealthTrust prior to returning the balance remaining of such surplus to Applicant.

9. **Health Plan Coverage Program Responsibilities.**

- (a) Applicant acknowledges that, with respect to the group health (medical and/or dental) plan(s) offered to its Employees through HealthTrust, Applicant is responsible for complying with all applicable provisions of federal and state law governing such health plan(s) including, without limitation: (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50, and (iii) the Patient Protection and Affordable Care Act of 2010, as amended and implemented ("ACA").
- (b) To assist Applicant in satisfying certain of its COBRA coverage obligations, HealthTrust provides base COBRA services on behalf of Applicant pursuant to a separate COBRA administrative services agreement which Applicant must sign as a condition of participating in HealthTrust's medical and/or dental Coverage Programs. In addition, Applicant may elect to receive additional COBRA billing services offered by HealthTrust pursuant to the separate COBRA administrative services agreement.
- (c) To assist Applicant in satisfying certain of its retiree coverage obligations, HealthTrust may offer to provide and Applicant may elect and contract with HealthTrust to receive retiree billing services on behalf of Applicant pursuant to a separate retiree billing administrative services agreement.

10. **Provision of Information.** Applicant agrees to provide HealthTrust in a timely and accurate manner any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's provision of the Coverage Programs and related services selected by Applicant, including but not limited to, all required eligibility and enrollment data.

11. **Safeguarding Personal Information.** HealthTrust may provide Applicant certain non-claims related information, including enrollment, billing, and payment information relevant to the administration of the medical and dental Coverage Programs in which Applicant participates. Some of this information may constitute protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended and implemented. Examples of information HealthTrust may disclose to Members include: monthly invoices detailing coverage types and cost, payment and enrollment confirmation, and information necessary to assist Applicant in completing its IRS reporting required by the ACA. HealthTrust, at its discretion, also may provide Applicant with non-individually identifiable summary claims information in a manner consistent with state and federal law and applicable HealthTrust policies and procedures.

Applicant hereby certifies that with respect to any protected health information received from HealthTrust, Applicant will:

- (a) Safeguard the privacy and security of the information,
- (b) Not use or disclose the information beyond that which is necessary to administer the selected coverage(s),
- (c) Not use the information for employment-related actions or decisions, and
- (d) Restrict access to the information to only those individuals who require the information to administer the coverage(s).

Applicant also acknowledges and agrees that:

- (e) HealthTrust will only provide such information to those individuals specifically identified in HealthTrust's database as authorized to receive such information on behalf of Applicant,
- (f) HealthTrust does not share individually identifiable claims information unless authorized in writing by the covered person or otherwise permitted by applicable laws, and
- (g) HealthTrust reserves the right to decide what, if any, information is provided to Applicant.

12. **Term and Termination.** The term of Applicant's membership (or continuing membership) in HealthTrust under this Membership Agreement begins on the Effective Date. Applicant's participation in specific Coverage Program(s) shall begin on the effective dates for such coverage as indicated in the Coverage Documents executed by Applicant in order to participate in such coverage. Membership in HealthTrust and participation in any Coverage Program shall continue until such coverage is terminated or cancelled in accordance with the terms of the HealthTrust Bylaws, Coverage Documents and/or other Operative Documents.

**13. Miscellaneous Provisions.**

- (a) This Membership Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties.
- (b) All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.
- (c) Section headings contained in this Membership Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Membership Agreement.

**14. Certificate of Authorizing Resolution.** This Membership Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of Applicant in substantially the same form and content as contained in the attached Exhibit A that indicates Applicant has duly authorized its membership in HealthTrust in accordance with RSA 5-B and the execution and delivery of this Membership Agreement by the individual signing, which authorization is legally binding and remains in full force and effect as of the date hereof.

**IN WITNESS WHEREOF,** Applicant and HealthTrust have caused this Membership Agreement to be executed by their duly authorized officials:

For APPLICANT:

TOWN OF EXETER

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
David Frydman  
Interim Executive Director

\_\_\_\_\_  
Date

EXHIBIT A

**CERTIFICATE OF AUTHORIZING RESOLUTION**

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

RESOLVED: That Town of Exeter shall participate as a Member in the HealthTrust pooled risk management program for the provision of group medical and/or other benefit plans in accordance with the "Application and Membership Agreement" and NH RSA 5-B.

RESOLVED: That \_\_\_\_\_ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of Town of Exeter, the "Application and Membership Agreement" in substantially the form presented to this meeting.

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

**APPLICANT: TOWN OF EXETER**

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

By: \_\_\_\_\_  
Duly Authorized

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

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

**HEALTHTRUST, INC.**  
**RETIREE BILLING ADMINISTRATIVE SERVICES AGREEMENT**

**Town of Exeter**

This Retiree Billing Administrative Services Agreement (“Retiree Billing Agreement”) is made by and between Town of Exeter (“Member”) and HealthTrust, Inc., (“HealthTrust”) effective as of January 1, 2016 (“Effective Date”).

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement (“Membership Agreement”). Member is participating in HealthTrust’s group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain retiree billing administrative services offered by HealthTrust to its members in accordance with this Retiree Billing Agreement.

**Agreement**

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) retiree billing services described in Section 1 below (“Retiree Billing Services”) on behalf of the Member with respect to all Retirees of the Member who are covered through HealthTrust’s medical and dental Coverage Programs.

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

**1. Retiree Billing Services.**

HealthTrust shall provide the following Retiree Billing Services:

- a. Direct billing of the Member’s covered Retirees on a monthly basis of the applicable contribution amounts due from the Retirees for their coverage through HealthTrust.
- b. Billing of the Member on a monthly basis of any contribution amounts due from the Member for coverage of its Retirees, including any contribution amounts due in excess of amounts received from the Retirees and the New Hampshire Retirement System (“NHRS”).
- c. Collection of contribution amounts billed and due from Retirees and/or the Member.

- d. Collection and processing of NHRS subsidy and annuity deduction amounts for subsidy-eligible Retirees and Retirees who have elected payment of contributions by annuity deduction.
- e. Provision of monthly reports to the Member listing each Retiree who has been billed by HealthTrust, along with their medical and/or dental plan(s) and coverage type. A listing of the applicable coverage contribution amounts for the Member, the Retiree and NHRS also will be provided for each billing period.
- f. Notification of retirees of annual open enrollment.
- g. Notification of the Member regarding a Retiree's failure to pay billed contribution amounts prior to cancellation of the Retiree's coverage for nonpayment.
- h. Termination of Retiree coverage, pursuant to HealthTrust's rules and policies, as amended from time to time, for any of Member's Retirees due to non-payment of the applicable contributions due from such Retiree.

The Member understands and agrees that the Retiree Billing Services shall be performed by HealthTrust for all of the Member's Retirees who are covered through HealthTrust's medical and dental Coverage Programs.

Member understands and agrees that initial commencement of Retiree Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

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

**2. Member Responsibilities.** As a condition of HealthTrust performing the Retiree Billing Services specified in Section 1 above, the Member agrees to perform the following responsibilities:

- a. Identification and enrollment of eligible Retirees who elect coverage through HealthTrust, and ongoing maintenance of such Retirees' enrollment changes until cancellation/termination of each Retiree's coverage.
- b. Upon first electing to receive Retiree Billing Services and whenever contribution rate changes occur, the Member shall complete and provide to HealthTrust a Retiree Contribution Allocation Table in the form provided by HealthTrust to the Member for such purpose or by another mutually agreed upon format, and otherwise assist with the transition of such Retiree Billing Services to HealthTrust.

- c. Pay the Member's portion of coverage contribution amounts on a monthly basis exactly as billed by HealthTrust. Any pending adjustments at the time of payment will be reflected on future bills.
- d. **Retain ultimate responsibility for payment to HealthTrust of coverage contribution amounts due from the Member's Retirees to the extent not otherwise paid by the Retirees or NHRS including, without limitation:**
  - i. **Reimbursement of HealthTrust for any amounts due from the Member's Retirees for their coverage through HealthTrust that remains unpaid and overdue. Member shall pay HealthTrust for such Retiree non-payment within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree.**
  - ii. **Reimbursement of HealthTrust for any amounts of subsidy and annuity deductions paid by NHRS toward Member's Retirees' coverage contributions that are subsequently retroactively recovered directly from HealthTrust by NHRS and not repaid in a timely manner by the Retiree(s). Member shall pay HealthTrust for any such NHRS retroactive recoveries that remain unpaid within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree. Member's responsibility to reimburse HealthTrust for any retroactive recovery by NHRS of subsidy or annuity paid on behalf of Member's Retirees shall continue even after Member no longer receives Retiree Billing Services, participates in HealthTrust's group medical and/or dental Coverage Program(s) or is a Member of HealthTrust.**
- e. Perform all applicable Retiree coverage obligations of the Member in accordance with NH RSA 100-A:50 and/or the Rules of HealthTrust and the Member governing coverage for Retirees other than the Retiree Billing Services provided by HealthTrust hereunder.
- f. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) covered Retirees out of their coverage through HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of Retiree Billing Services on behalf of the Member. HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's Retiree Billing Services obligations.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

**3. Amendments to Services and Responsibilities.** Member acknowledges that the Retiree Billing Services and related responsibilities herein are intended to assist the Member in satisfying its obligations under NH RSA 100-A:50. HealthTrust agrees to perform its Retiree Billing Services in accordance with a reasonable good faith interpretation of NH RSA 100-A:50 and HealthTrust's Rules governing coverage of Retirees. HealthTrust reserves the right to amend its Rules and procedures governing Retiree coverage and the services and responsibilities provided herein as it deems necessary or appropriate without amending this Retiree Agreement. HealthTrust will notify the Member of any changes in Retiree Billing Services that will materially affect the Member's responsibilities hereunder.

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

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

necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its Retiree Billing Services obligations.

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

- f. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

## **5. Term and Termination.**

- a. The term of this Retiree Billing Agreement shall commence on the Effective Date, and shall continue during the Member’s participation in HealthTrust’s medical and/or dental Coverage Program or until earlier terminated by either party with 30 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities as set forth herein, HealthTrust may, upon written notice to the Member, terminate this Retiree Billing Agreement.
- c. Notwithstanding any other provision of this Retiree Billing Agreement or the Application and Membership Agreement, HealthTrust’s agreement and obligation to provide Retiree Billing Services on behalf of the Member as set forth herein shall automatically cease upon termination of the Member’s (or subunit’s) participation in HealthTrust’s medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services to the terminating Member (or subunit) pursuant hereto other than transition of Retiree billing administration to the Member or a successor administrator.
- d. Member’s contribution obligations pursuant to Sections 2 (c) and (d) shall survive termination of this Retiree Billing Agreement.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this Retiree Billing Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF EXETER

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
David Frydman  
Interim Executive Director

\_\_\_\_\_  
Date

**HEALTHTRUST, INC.**  
**COBRA ADMINISTRATIVE SERVICES AGREEMENT**

**Town of Exeter**

This COBRA Administrative Services Agreement (“COBRA Agreement”) is made by and between Town of Exeter (“Member”) and HealthTrust, Inc. (“HealthTrust”) effective as of January 1, 2016 (“Effective Date”).

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement (“Membership Agreement”). Member is participating in HealthTrust’s group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain COBRA administrative services offered by HealthTrust to its members in accordance with this COBRA Agreement.

**Agreement**

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) on behalf of the Member the base COBRA administrative services described below in Section 1 and, if elected, Section 2, with respect to all Employees of the Member who are covered under the medical and dental Coverage Programs offered by the Member through HealthTrust:

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

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

affected COBRA beneficiary of (i) the termination of his/her COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

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

**2. COBRA Billing Services.** HealthTrust makes available to its Members on an elective basis the additional COBRA administrative services listed below related to direct billing of and collection of payment from COBRA beneficiaries (“COBRA Billing Services”).

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

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

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

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

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary, and

- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

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

Member understands and agrees that initial commencement of COBRA Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

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

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

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's COBRA administrative service obligations. The Member agrees to provide any requested information to HealthTrust in a timely manner.

**4. Amendments to Services and Responsibilities.** HealthTrust and the Member acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Member in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate without amending this COBRA Agreement. HealthTrust will notify the Member of any changes that will materially affect either HealthTrust services or the Member's responsibilities.

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

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

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

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

- e. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

## **6. Term and Termination.**

- a. The term of this COBRA Agreement shall commence on the Effective Date, and shall continue during the Member’s participation in HealthTrust’s medical and/or dental Coverage Program or until earlier terminated by either party with 60 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities hereunder, HealthTrust may, upon written notice to the Member, terminate this COBRA Agreement.
- c. Notwithstanding any other provision of the Membership Agreement or this COBRA Agreement, HealthTrust’s agreement and obligation to provide COBRA administrative services as set forth herein shall automatically cease upon termination of the Member’s (or subunit’s) participation in HealthTrust’s medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services with respect to the COBRA beneficiaries and covered Employees of the terminating Member (or subunit) pursuant hereto other than transition of COBRA administration to the Member or a successor COBRA administrator.

7. **Election of COBRA Billing Services (Section 2)** [check one of the two boxes below]:

- The Member hereby elects to receive the COBRA Billing Services described in Section 2 of this COBRA Agreement. The Member understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

Only for Members initially electing COBRA Billing Services: If the Member has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Member (**please initial below**):

\_\_\_ **does**

\_\_\_ **does not intend**

to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. This paragraph is not applicable to Members renewing ongoing COBRA Billing Services.

- The Member elects not to receive COBRA Billing Services described in Section 2, at this time.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this COBRA Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF EXETER

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
David Frydman  
Interim Executive Director

\_\_\_\_\_  
Date

**HEALTHTRUST, INC.  
AGREEMENT REGARDING COMBINATION OF MEMBERS  
FOR RATING PURPOSES**

**Exeter Housing Authority**  
 **Town of Exeter**

This Agreement Regarding Combination of Members for Rating Purposes (“Combination Agreement”) is made by and between Exeter Housing Authority and Town of Exeter (“Combined Members”) and HealthTrust, Inc. (“HealthTrust”). This Combination Agreement is effective as of January 1, 2016 (“Effective Date”).

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and each of the Combined Members are parties to separate Application and Membership Agreements (“Membership Agreement(s)”).

Each entity comprising the Combined Members is a Member in HealthTrust and participating in the group medical Coverage Program. The Combined Members have requested that HealthTrust combine their Employees into a single group and utilize such Combined Members’ claims experience, Employee enrollment data and other relevant data for medical plan rating purposes. HealthTrust desires to fulfill the request of the Combined Members through this Combination Agreement.

**Agreement**

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

1. **Rating Procedure.**
  - 1.1 **Combined Rating of Members.** Upon initial implementation of the combined rating under this Combination Agreement, HealthTrust will combine the claims experience, enrollment data and other relevant data of the Employees of the Combined Members and will utilize its then standard rating formula and procedures in connection with the offering of the medical Coverage Program of HealthTrust to the Combined Members and their Employees, to produce rates for the Combined Members.
  - 1.2 **Separate Members.** For all other purposes, each entity comprising the Combined Members shall be a separate Member in HealthTrust, as that term is defined in the Bylaws of HealthTrust (the “Bylaws”).
  - 1.3 **Pool Year.** For the purposes of this Agreement a "Pool Year" shall mean the twelve

(12) consecutive months commencing on January 1 or July 1 of a calendar year.

2. Commencement of Combined Rating.

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

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

- a. No later than one hundred and twenty (120) days prior to the Effective Date of this Combination Agreement, the Combined Members shall have delivered to HealthTrust a written request to enter into the combined rating arrangement provided for in this Combination Agreement.
- b. Prior to the Effective Date, the Combined Members shall have delivered to HealthTrust evidence of the approval of this Combination Agreement in accordance with its terms by the governing bodies of each of the Members comprising the Combined Members, substantially in the form of attached Addendum A. Each of the Combined Members also must have signed and delivered an Application and Membership Agreement which has been accepted by HealthTrust as evidenced by HealthTrust's execution thereof.

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

3. Term.

3.1 Minimum Term of Combination. The Combined Members agree that as long as the Combined Members continue participation in HealthTrust's medical Coverage Program, they must remain so combined pursuant to this Combination Agreement for a minimum of two full, consecutive Pool Years (the "Minimum Term of Combination"). Thereafter, the Combined Members may continue this Combination Agreement or one or more of the Combined Members may terminate participation in the combined rating pursuant to Section 3.2.

If one or more of the Combined Members terminate participation in the combination before the end of the Minimum Term of Combination, such Member(s) shall be prohibited from participating in any Combination Agreement for the next two (2) full, consecutive Pool Years following the year of their termination.

- 3.2 **Termination.** The Combined Members agree that in addition to the Minimum Term of Combination they shall continue their participation in HealthTrust as a combination until at least the end of each Pool Year with respect to which the Combined Members accept renewal rates in accordance with HealthTrust procedures. A Combined Member that no longer intends to be part of the combination must provide HealthTrust with written notice of such termination at least twelve (12) months prior to the first day of the Pool Year for which the termination is to be effective.

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

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

4. **Representations and Warranties.** Each entity comprising the Combined Members represents and warrants to HealthTrust that each, respectively, and in combination, have the authority to enter, execute, deliver and perform this Combination Agreement.
5. **Not an Agreement for Coverage.** HealthTrust and the Combined Members acknowledge that this Combination Agreement is not and shall not be construed to be an agreement for continued participation in HealthTrust with regard to the provision of group health benefits except as otherwise provided herein or in any other written agreement between HealthTrust and a Combined Member that is duly authorized and in full force and effect.
6. **Application and Membership Agreement Required.** If there is not at the commencement of this Combination Agreement in existence an executed Application and Membership Agreement between HealthTrust and each of the Combined Members, respectively, such Application and Membership Agreement(s) shall be executed and delivered contemporaneously with delivery of this Combination Agreement to HealthTrust. A fully executed Application and Membership Agreement between HealthTrust and each of the Combined Members, respectively, is a condition precedent to the effectiveness of this Combination Agreement.
7. **Other Requirements for Participation.** Notwithstanding any other provision of this

Combination Agreement, the Combined Members shall be required to meet all of the requirements of HealthTrust for membership and continued membership in HealthTrust and participation and continued participation in the medical Coverage Program that are not directly in contravention of the contents of this Combination Agreement, including, without limitation, those requirements and conditions contained in the Bylaws and Operative Documents of HealthTrust, as they may be amended from time to time.

8. Defined Terms. Unless otherwise specifically indicated in this Combination Agreement, all capitalized terms utilized herein shall have the same meaning as set forth in the Bylaws.
9. Counterparts. This Combination Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all collectively but one and the same agreement.

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

HEALTHTRUST, INC.

EXETER HOUSING AUTHORITY

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

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

Name: David Frydman

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

Title: Interim Executive Director,  
duly authorized

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

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

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

TOWN OF EXETER

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

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

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

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

ADDENDUM A

HEALTHTRUST, INC.

**COMBINATION OF MEMBERS FOR RATING PURPOSES**

**CERTIFICATE OF AUTHORIZING RESOLUTION**

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Authorized Official Signature

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

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

# List for Selectmen's meeting February 8,2016

## Abatements

<b>Map/Lot</b>	<b>Location</b>	<b>Refund</b>
68/6/611	6 Sterling Hill Lane 611	Denial
47/4/4	8 Continental Dt U-C	251.02
64/34	336 Water Street	326.91
63/268	20 Cass Street	186.44

## Veteran's Credit

<b>Map/Lot</b>	<b>Location</b>	<b>Credit Amount</b>
21/31	19 Captains Way	500.00
11/18/1	19 Wood Ridge Lane	500.00
104/79/124	124 Exeter River Landing	500.00

## Elderly Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
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## Intent to Cut

<b>Map/Lot</b>	<b>Location</b>
46/1&3	Continental Drive

# List for Selectmen's meeting February 22,2016

## Abatements

<b>Map/Lot</b>	<b>Location</b>	<b>Refund</b>
97/5/5	5 Hillside Ave	Denial
104/78	124 Linden Street	237.52
110/2/105	105 EXETER ELMS CG	76.62
29/15	327 Epping Rad	899.01

## Veteran's Credit

<b>Map/Lot</b>	<b>Location</b>	<b>Credit Amount</b>
70/119	179 High Street	500.00
68/6/746	7 Sterling Hill Ln U746	500.00
80/7/5	4 Minuteman Lane	500.00
68/6/526	5 Sterling Hill Ln U526	2,000.00

## Elderly Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
104/79/115	115 Robinhood Dr	152,251
55/46	9 Allard St	183,751

## Yield Tax

<b>Map/Lot</b>	<b>Location</b>	<b>Amount</b>
48/4	4 Commerce Way	208.81

## Disability Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
104/79/1012	1012 Camelot Dr	125,000



February 17, 2016

Board of Selectmen  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Dear Chairman and Members of the Board:

As you know, we announced a multi-year plan to reinvent the customer experience. Transforming the customer experience is our #1 goal and we're 100% committed to making it happen. We are looking at everything through a customer lens and making incremental investments and changes to make it easier to do business with us. We wanted to make you aware of one such change as it relates to simplifying our installation billing practices and pricing.

Starting March 7, 2016, we will simplify our initial installation charges in your community by introducing a single Professional Installation charge of \$79.99, inclusive of installation fees (excludes applicable taxes and fees). This single installation charge will include the standard installation of XFINITY TV, XFINITY Internet and/or XFINITY Voice on all TVs in the customer's home at time of initial installation in addition to fees related to Installation, Activation and Relocation of each Additional Outlet, Connection of DVR equipment, Voice Service Activation and Wireless Networking On-Site Professional Set-Up. Today these additional fees are billed separately from the installation charge. Customers will be able to order service, schedule a Professional Installation, and inform our technician the rooms they want their services to be installed, all for one price! The charge does not apply to the installation of XFINITY Home or Gigabit Pro Internet Service.

The Professional Installation charge will replace the One Product, Two Product and Three Product Installation charges in addition to the other fees previously charged during an initial installation of service as described above.

Starting March 7, 2016 and running through April 6, 2016, we will be offering a \$30.00 discount to existing customers for a single product initial installation of XFINITY TV service. We will offer a \$20.00 discount for all other initial product installations.

Customers are receiving notice of this change with their bill statement starting February 7, 2016. If you have any questions about this change, please feel free to contact me at 603.334.3603.

Sincerely,

*Jay Somers*

Jay Somers, Sr. Manager  
Government & Regulatory Affairs

*Town Manager's Office*

FEB 18 2015

*Received*

# PUBLIC FACILITIES

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Privatized Development for the Public Sector

- Design/Build
- Own or Lease
- Finance
- Program Management

February 10, 2016

Mr. Russell Dean  
Manager  
Exeter Town  
10 Front Street  
Exeter, NH 03833  
Dear Mr. Russell:

If you are planning to build new facilities or renovate any of your existing facilities, let's set up a time to discuss out P3 development services which can include long term tax-exempt financing for 100% of the cost for all types of

- Facilities: city halls, public safety facilities, maintenance buildings/yards, recreation/sports complexes, parking structures;
- Water: water systems, treatment plants, sewers, storm water drainage systems;
- Transportation Infrastructure: roads, bridges, highways, airports, rail.

Our development & tax-exempt financing programs meet the needs of Exeter with a development team consisting of New Hampshire architects, engineers and contractors. We also offer 100% financing of the project at tax exempt rates.

Our program transfers the project risk from the public to the private sector and typically speeds up the development process by 30% resulting in 6-8% overall savings.

Please call me at (310) 575-9447 or email me at [JTamkin@publicfacilities.com](mailto:JTamkin@publicfacilities.com) to set up a time to speak.

With Kindest Regards,

PUBLIC FACILITIES INVESTMENT CORPORATION



Jeffrey H. Tamkin  
President

Offices:

Los Angeles, Chicago, Dallas,  
Miami, and Washington D.C.

RiverWoods Voter Information Committee  
7 RiverWoods Drive, Exeter, NH 03833

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February 8, 2016

Russ Dean  
Town Manager  
10 Front Street  
Exeter, NH 03833

Dear Russ,

The RiverWoods Voter Information Committee invites you to participate in a discussion at RiverWoods on Tuesday, February 23, 2016 at 7:30 p.m. We are inviting you to provide information and answer questions on the Articles in the 2016 Town of Exeter Warrant.

We are also inviting Paul Scafidi to this discussion to provide information on the Articles in the 2016 Exeter Town Warrant and Julie Gilman and Don Clement to provide their backgrounds as candidates for Town Selectman.

RiverWoods, home to more than six hundred residents, is an active, responsible and forward-looking community dedicated to remaining at the forefront of excellence in senior living now and in the future. We encourage your participation in this important informational event.

Please respond to Charles Dingle, RiverWoods Voter Information Committee, before February 19. He can be reached at 603-772-3040.

Sincerely yours,

RiverWoods Voter Information Committee

Enclosed: Directions to the Woods Campus

*Town Manager's Office*

**FEB 11 2015**

*Received*